

Jason Jacobs, At-Large/President of Council
Georgia Awig, At-Large
Martin DeVries, At-Large
Holly A. Swenk, Ward 1
Eric Shaffer, Ward 2
Bruce F. Abens, Ward 3
Clifford Winkel, Ward 4/President Pro-Tem
Kevin Corcoran, Mayor



City Council
CITY HALL COUNCIL CHAMBERS
REGULAR AGENDA OF NOVEMBER 3, 2025
7:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

1. Regular City Council Meeting Minutes dated October 20, 2025.
(Council action required)

Note:

Finance Committee Meeting Minutes dated November 21 and 22, 2024.
Board of Zoning and Building Appeals Meeting Minutes dated October 23, 2025.
Civil Service Commission Meeting Minutes dated October 27, 2025.

LOBBY

ADMINISTRATORS' REPORTS

1. Mayor
2. Engineer
3. Director of Finance
4. Other Reports

September 2025 Police Department Report

COUNCIL COMMITTEE REPORTS

CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

RECESS

FIRST READINGS

- O 2025-145 An Ordinance providing for the renaming of Thibo Trail to Orchard Park Drive.
(Introduced by Mayor Corcoran)
- O 2025-146 An Ordinance adopting the City of North Ridgeville Cybersecurity Program in accordance with Ohio Revised Code Section 9.64(C).
(Introduced by Mayor Corcoran)
- O 2025-147 An Ordinance authorizing the Mayor to enter into a new ground lease agreement with TowerCo VI, LLC for the installation of a wireless communications facility at the Shady Drive Complex.
(Introduced by Mayor Corcoran)
- O 2025-148 An Ordinance extending the moratorium on the granting of permits and on the acceptance of Planning Commission or New Business Applications for smoke shops in the City of North Ridgeville for an additional period not to exceed 180 days from the expiration of Ordinance 2025-84, in order to allow the Planning Commission and Council to consider possible changes to use regulations in the North Ridgeville Zoning Code.
(Introduced by Mayor Corcoran)
- O 2025-149 An Ordinance authorizing the Mayor of the City of North Ridgeville to enter into a contract for the purchase of a new ambulance (medic unit) from the state bid list, or to advertise for bids and enter into a contract(s) with outside vendors, according to law and in a manner prescribed by law.
(Introduced by Mayor Corcoran)
- O 2025-150 An Ordinance amending Ordinance Number 2024-139 of the City of North Ridgeville, Ohio, providing appropriations for the period commencing January 1, 2025, and ending December 31, 2025.
(Introduced by Mayor Corcoran)

SECOND READINGS

THIRD READINGS

- 2025-131 An Ordinance accepting up to two hundred (200) hours of sick time when an employee transfers from one public employer to the City of North Ridgeville, Ohio.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading on 10-20-2025)
- 2025-133 An Ordinance Authorizing the Mayor to purchase two influent screening units from Or-Tec Inc. according to law and in a manner prescribed by law.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading on 10-20-2025)
- 2025-134 An Ordinance authorizing the Mayor to negotiate and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the installation of two new influent screening systems at the French Creek Wastewater Treatment Plant.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading on 10-20-2025)
- 2025-135 An Ordinance authorizing the Mayor to contract for the Launder Covers purchase and installation according to law and in a manner prescribed by law, and to authorize the installation of alternative bid 3 as part of the replacement and upgrade of the complete mix tank aeration and mixing systems at the French Creek Wastewater Treatment Plant.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading 10-20-2025)
- 2025-136 An Ordinance amending Ordinance 5679-2019 which authorized the inclusion of non-written assessments for the positions of Police Chief and Police Captain.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading on 10-20-2025)
- 2025-137 An Ordinance amending Ordinance 5681-2019 which authorized the inclusion of non-written assessments for the positions of Fire Chief and Assistant Fire Chief.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading on 10-20-2025)
- 2025-139 An Ordinance providing for the issuance and sale of not to exceed \$4,025,000 of notes, in anticipation of the issuance of bonds, to provide funds to pay costs of acquiring and installing ultrasonic water meter equipment, together with all necessary appurtenances thereto.
(Introduced by Mayor Corcoran; First Reading on 10-06-2025; Second Reading on 10-20-2025)

MEETING ANNOUNCEMENTS

1. The Finance Committee Meeting to discuss the 2026 Budget is scheduled for Wednesday, November 5, 2025, at 9:30 a.m., and Thursday, November 6, 2025, at 9:30 a.m., in the Council Chambers.
2. The next Regular City Council meeting will be on Monday, November 17, 2025, at 7:00 p.m. in Council Chambers.

ADJOURNMENT

**NORTH RIDGEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
OCTOBER 20, 2025**

CALL TO ORDER:

President Jacobs called the Council meeting on Monday, October 20, 2025, to order at 7:00 p.m.

INVOCATION:

Led by President Jacobs.

PLEDGE OF ALLEGIANCE:

Led by President Jacobs.

ROLL CALL:

Present were Council members President Jason Jacobs, Holly A. Swenk, Eric Shaffer, Bruce Abens, Clifford Winkel, Georgia Awig, and Martin DeVries.

Others Present: Mayor Kevin Corcoran, Finance Director April Wilkerson, City Engineer Christina Eavenson, Clerk of Council Nicholas Ciofani, and Assistant Clerk of Council Fijabi Gallam.

MINUTES - Corrections (if any) and approval:

President Jacobs asked if there were any corrections to the Regular City Council Meeting Minutes dated October 6, 2025. No discussion was offered. The meeting minutes stand approved as submitted.

President Jacobs noted the following.:

Parks and Recreation Commission Meeting Minutes dated September 24, 2025.

Planning Commission Meeting Minutes dated October 14, 2025.

LOBBY:

President Jacobs opened the lobby session. He reminded everyone that the lobby session was not meant to be an interactive question-and-answer session. However, it was an opportunity for the public to address City Council and its administration. He asked anyone who would like to speak to come to the podium and state their name and address. He further added that each person was allowed three minutes to speak.

City of North Ridgeville Concerns

Robert Baumgardner at 6327 Stoney Ridge Road addressed Council and played an audio clip, expressing concern over a previous statement from the last council meeting. Mr. Bombgardner also

addressed concerns about elected officials and urged them to exercise independent judgment, ask critical questions, and represent the community rather than act in compliance. Upon request, Council approved an additional three minutes for Mr. Bombgardner to continue.

Moved by Shaffer and seconded by Swenk, an additional three minutes for Mr. Bombgardner to continue.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

He concluded by calling for honesty, transparency, and accountability from all elected officials, stating that public service requires truthfulness and that trust can only be rebuilt through responsible leadership.

Traffic Concerns About Trucks

Albert Krage at 37903 Sugar Ridge Road provided an update on ongoing concerns regarding commercial truck traffic in his neighborhood. He stated that enforcement remains minimal, with numerous trucks—many unmarked or lacking proper identification—regularly violating traffic laws. He cited frequent instances of speeding, including by armored vehicles, and expressed alarm over repeated sightings of fuel tankers, which he described as a serious safety hazard.

Mr. Krage criticized the lack of visible police presence and enforcement, noting that residents rarely see officers in the area despite the high volume of traffic. He also raised concerns about road deterioration, attributing it to excessive truck use, and questioned the effectiveness of current infrastructure investments.

Moved by Winkel and seconded by Abens, an additional three minutes for Mr. Krage to continue.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

He concluded by urging the City to take meaningful action, such as improved signage and stricter penalties, and expressed frustration over perceived inaction and past visits from City officials following his public comments.

Rally Concerns in the Community

Sandra Williams at 33909 Bainbridge Road commented on the recent “No Kings” rally held on Saturday. She expressed appreciation for the large turnout and commended those who participated, stating it was time for citizens to stand up for their rights.

Investigation Concerns

Douglas Hayes at 9316 Nash Lane urged City Council to consider the full context of matters before making decisions. He made an inquiry regarding whether any Council members were currently under

investigation or facing trial for offenses such as tax evasion or welfare fraud. He did not expect a response but used the question to highlight concerns about accountability.

ADMINISTRATORS REPORTS:

1. Mayor:

Mayor Corcoran remarked as follows.:

- Paving - Public Works Department, Streets Division, was able to add one additional street to this year's paving list based on available funding. They milled Chestnut Ridge Road from the roundabout west to the city limits in preparation for paving this week. The Mayor thanked Public Works staff for an outstanding job keeping the roads safe!
- Senior Center Annual Health & Wellness Fair - The Senior Center will be hosting the annual health & wellness fair for older adults on Thursday, October 23, 2025, from 9:00 a.m. until 11:00 a.m. at the Senior Center. There will be numerous vendors on hand, including FREE flu shots and blood pressure, glucose, cholesterol, and vision screenings, to name just a few.
- Tots Trick or Treat - Bring out the little witches and goblins to City Hall on Friday, October 24, 2025, at 1:00 p.m. for the annual Tots Trick or Treat. This event is intended for children up to five years old. Please pre-register for the event through Parks & Recreation so there is plenty of treats for all to enjoy.
- Senior Center Spaghetti Dinner - Join us for the last of the Spaghetti Dinners for this year on Friday, October 24, 2025, from 5-7 PM at the Senior Center. Adults \$8, Seniors \$7, Children 10 and under \$5. The ticket gets an individual a full plate of spaghetti with meatballs, garlic bread, and salad. Soda and dessert are available for \$1 each. The Mayor thanked the sponsor, the VFW Post 9871.
- Heart & Sole - North Ridgeville Heart & Sole kicked off Indoor walking at the LCCC Ridge Campus. Get steps in on Mondays and Wednesdays from 5:00 p.m. to 7:00 p.m. and on Fridays, 8:30 a.m. to 10:30 a.m. This is free and open to the community.
- Issue #8 – Proposed Income Tax Levy - Issue #8 Income Tax Increase for North Ridgeville will appear on the November 4 ballot. The city is asking voters to approve a 0.75% income tax increase. The city's current income tax rate is 1%. This proposal would bring the income tax rate to 1.75%. The proposal would also raise the income tax credit for those working outside the city from 0.1% to 1.0%. The new revenue would primarily support public safety but would also help maintain other essential city operations. Individuals will also find an Income Tax Calculator on the website so that they can plug in the numbers to see how this will impact them specifically. For more information, visit the City's website at nridgeville.org/IncomeTaxLevy.
- Town Hall Meeting – Everyone is invited to attend a Town Hall Meeting on Tuesday, October 28, 2025, at 6:30 p.m. at the North Ridgeville Academic Center in the Community Room, where the City will explain the income tax proposal and answer any questions.

- Citywide Trick or Treat - Citywide trick or treat will be held from 6:00 p.m. until 7:30 p.m. on Friday, October 31, 2025. If planning to participate in passing out treats, please turn the porch light on. As a reminder, please drive carefully throughout the city to ensure the safety of children.
- Stache Dash - The 12th annual Stache Dash sponsored by our Parks & Recreation is scheduled for Saturday, November 1, 2025. If interested in registering, you can register online at nridgeville.org. As a reminder, Bainbridge Road will be closed between SR 83 and Mitchell Drive, along with the intersections of Root Road and Ranger Way, from 8:00 a.m. to 10:30 a.m. the day of the race. The streets will reopen immediately following the conclusion of the race.
- On September 10, 2025, Mayor's Court staff members Stacy Dennison and Haley Edleman responded to a call from a resident who was slurring her speech. Stacy Dennison recognized the signs of a medical emergency and contacted the fire department, while Haley Edleman remained on the line to keep the caller calm. The resident was later confirmed to have suffered a stroke. Both employees were commended for their quick thinking and efforts, which contributed to saving a life and demonstrated their dedication to the community.

Mayor Corcoran concluded his report.

2. Engineer:

City Engineer Christina Eavenson provided the following:

- The City's catch basin rehabilitations and crack sealing projects have been completed.
- Concrete full depth repairs are nearing completion, with remaining work focused on beam browning, ADA repairs, and curb restoration at the State Route 83 and Mills Road roundabout, which was damaged by an oversized vehicle in 2024. The traffic painting contractor has begun work but still needs to complete the long lines, including the center and edge lines.
- The Parks Division contractor for the Frontier Park bridge is expected to be on-site this week to prepare for the arrival of the prefabricated pedestrian bridge.
- Additionally, the pre-construction meeting for the Root Road Soccer Complex is scheduled for the end of October.
- On Tuesday, October 28, 2025, ODOT's contractor will pave the north side of the Center Road Bridge over Mills Creek to allow for a traffic shift and continued work on the south side of the bridge.
- In positive news, the City recently received its Army Corps permit for the wetland mitigation component of the Mills Creek Flood Control Project. This approval follows nearly five years and three rounds of review.

City Engineer Eavenson concluded her report.

3. Director of Finance:

April Wilkerson, the Finance Director, reported the following:

A memorandum was provided to City Council addressing the pieces of legislation on the agenda.

Finance Director Wilkerson concluded her report.

4. Other Reports:

President Jacobs noted the following.:

September 2025 Parks and Recreation Division Report

September 2025 Fire Department Report

September 2025 Water Distribution and EPA Report

COUNCIL COMMITTEE REPORT(S):

There were none.

CORRESPONDENCE:

There were none.

OLD BUSINESS:

There were none.

NEW BUSINESS:

There were none.

RECESS:

Moved by Winkel and seconded by Awig to dispense with recess.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Ordinance and Resolution submittal(s)

FIRST READINGS:

Clerk of Council Nicholas Ciofani:

R 2025-141 A Resolution accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the County Auditor.

(Introduced by Mayor Corcoran)

Moved by Winkel and seconded by Awig to dispense with the second and third readings for 2025-141.

Director Wilkerson explained that the legislation under consideration represented the final step in the annual budget process. The resolution involved accepting the property tax rates and amounts as approved by the Lorain County Budget Commission. It was noted that Council had previously adopted Ordinance No. 2025-106 on July 7, 2025, which included the rates and estimates reviewed by the Commission. Director Wilkerson asked City Council to adopt the resolution that evening to meet the Lorain County Auditor's deadline of October 31, 2025.

A voice vote was taken, and the motion carried.

Yes – 7

No – 0

Moved by Winkel and seconded by Awig to add the emergency clause to meet the Lorain County deadline of October 31, 2025.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7

No – 0

Moved by Winkel and seconded by Awig to adopt 2025-141 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Resolution Number 2025-141.**

Yes – 7

No – 0

Clerk of Council Nicholas Ciofani:

R 2025-142 A Resolution authorizing fund transfers.
(Introduced by Mayor Corcoran)

Moved by Winkel and seconded by Awig to dispense with the second and third readings for 2025-142.

Director Wilkerson noted that City Council was presented with legislation to transfer funds from the Water Operating Fund and the Water Meter Service Fund to the Water Bond Retirement Fund. This transfer supports the annual debt service payment for the water meter replacement project. It was noted that nine months of water meter service fees had been collected, and the transfer would be used to pay the principal on notes maturing December 3, 2025. Director Wilkerson asked City Council to adopt the resolution with an emergency clause to ensure timely funding for the bond payment.

A voice vote was taken, and the motion carried.

Yes – 7

No – 0

Moved by Winkel and seconded by Awig to add the emergency clause to make sure the funding is in place for the bond payment and to provide the Finance Department with the resources necessary to meet our financial obligations.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Winkel and seconded by Awig to adopt 2025-142 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Resolution Number 2025-142.**

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

R 2025-143 A Resolution authorizing the execution of then and now certificates by the City Fiscal Officer and the payment of amounts due for various purchase orders.
(Introduced by Mayor Corcoran)

Moved by Winkel and seconded by Awig to dispense with the second and third readings for 2025-143.

Director Wilkerson remarked that City Council was presented with legislation to authorize the annual lease payment for a 2024 Ford dump truck. The payment had been previously approved through the annual appropriation process and is now due. Director Wilkerson asked City Council to adopt the resolution with an emergency clause to ensure the timely payment of the invoice.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Moved by Winkel and seconded by Awig to add the emergency clause to provide the Finance Department the resources necessary to meet our financial obligations.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Winkel and seconded by Awig to adopt 2025-143 with the emergency clause.

Councilman Shaffer inquired if the City avoided paying this a few more times, would the City earn any interest on that money in the bank?

Director Wilkerson explained that there would be no fee; instead, the City would incur late fees if the invoice was not paid on time.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Resolution Number 2025-143.**

Yes – 7

No – 0

Clerk of Council Nicholas Ciofani:

O 2025-144 An Ordinance amending Ordinance Number 2024-139 of the City of North Ridgeville, Ohio, providing appropriations for the period commencing January 1, 2025, and ending December 31, 2025.

(Introduced by Mayor Corcoran)

Moved by Winkel and seconded by Awig to dispense with the second and third readings for 2025-144.

Director Wilkerson remarked that City Council was presented with a budget amendment ordinance that included compensatory cash-outs for the Public Works Department, property tax payments due to the North Ridgeville Library, and appropriations for two fund transfers previously discussed in Resolution 2025-142. Council was asked to adopt the ordinance with an emergency clause to ensure the City could meet its financial obligations.

President Jacobs reminded everyone that the library is not a taxing authority. The City is the taxing authority for the library, which is why the City has collected the property taxes and is now sending them to the library.

A voice vote was taken, and the motion carried.

Yes – 7

No – 0

Moved by Winkel and seconded by Awig to add the emergency clause to provide the Finance Department the resources necessary to meet our financial obligations.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7

No – 0

Moved by Winkel and seconded by Awig to adopt 2025-144 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2025-144.**

Yes – 7

No – 0

SECOND READINGS:

Clerk of Council Nicholas Ciofani:

O 2025-131 An Ordinance accepting up to two hundred (200) hours of sick time when an employee transfers from one public employer to the City of North Ridgeville, Ohio.

(Introduced by Mayor Corcoran)

Ordinance Number 2025-131 was moved to Third Reading.

Clerk of Council Nicholas Ciofani:

- O 2025-133 An Ordinance Authorizing the Mayor to purchase two influent screening units from Or-Tec Inc. according to law and in a manner prescribed by law.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-133 was moved to Third Reading.

Clerk of Council Nicholas Ciofani:

- O 2025-134 An Ordinance authorizing the Mayor to negotiate and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the installation of two new influent screening systems at the French Creek Wastewater Treatment Plant.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-134 was moved to Third Reading.

Clerk of Council Nicholas Ciofani:

- O 2025-135 An Ordinance authorizing the Mayor to contract for the Launder Covers purchase and installation according to law and in a manner prescribed by law, and to authorize the installation of alternative bid 3 as part of the replacement and upgrade of the complete mix tank aeration and mixing systems at the French Creek Wastewater Treatment Plant.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-135 was moved to Third Reading.

Clerk of Council Nicholas Ciofani:

- O 2025-136 An Ordinance amending Ordinance 5679-2019 which authorized the inclusion of non-written assessments for the positions of Police Chief and Police Captain.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-136 was moved to third Reading.

Clerk of Council Nicholas Ciofani:

- O 2025-137 An Ordinance amending Ordinance 5681-2019 which authorized the inclusion of non-written assessments for the positions of Fire Chief and Assistant Fire Chief.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-137 was moved to Third Reading.

Clerk of Council Nicholas Ciofani:

- O 2025-139 An Ordinance providing for the issuance and sale of not to exceed \$4,025,000 of notes, in anticipation of the issuance of bonds, to provide funds to pay costs of acquiring and installing ultrasonic water meter equipment, together with all necessary appurtenances thereto.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-139 was moved to Third Reading.

SECOND READINGS:

There were none.

THIRD READINGS:

Clerk of Council Nicholas Ciofani:

- O 2025-127 An Ordinance providing for the amendment of Chapter 1446 Registration of Contractors in the Building and Housing Code.
(Introduced by Mayor Corcoran; First Reading on 09-15-2025)

Moved by Swenk and seconded by Abens to adopt 2025-127.

A roll call vote was taken on the adoption, and the motion carried for **Ordinance Number 2025-127**.

Yes – 6 No – 0 Abstain – 1

MEETING ANNOUNCEMENTS:

President Jacobs noted the following:

1. The next Regular City Council meeting will be on Monday, November 3, 2025, at 7:00 p.m. in Council Chambers.

Final Comments and Recognition

President Jacobs took a moment to recognize Assistant Clerk of Council Fijabi Gallam for her selection as Vice President of the Ohio Municipal Clerks Association for 2026. President Jacobs commended Mrs. Gallam for her professionalism, dedication to public service, and the honor her leadership brings to the City of North Ridgeville.

Councilman Shaffer raised concerns about a banner near the highway roundabout that incorrectly stated a tax credit was on the ballot. He expressed frustration over the misinformation and noted the importance of unity within the community.

ADJOURNMENT:

President Jacobs adjourned the meeting at 7:35 p.m.

Approval of minutes on November 3, 2025:

Jason Jacobs
PRESIDENT OF COUNCIL

Nicholas Ciofani
CLERK OF COUNCIL

DRAFT

**NORTH RIDGEVILLE CITY COUNCIL
FINANCE COMMITTEE
MINUTES OF MEETINGS HELD
NOVEMBER 21, 2024, AND NOVEMBER 22, 2024**

To Order – Monday, November 21, 2024 (Day 1):

Chairman Martin DeVries called the meeting to order at 9:13 a.m. in Council Chambers at North Ridgeville City Hall, 7307 Avon Belden Road.

Pledge of Allegiance:

Led by Chairman DeVries.

Attendance:

In attendance were Committee members Clifford Winkel, Bruce Abens, and Chairman Martin DeVries.

{Clerk notes: The individuals who presented during the budget session are named individually or by the department within the section that was being presented.}

Also in attendance were Mayor Kevin Corcoran, Finance Director April Wilkerson, Assistant Finance Director Fabrice Dongo, Assistant Clerk of Council Fijabi Gallam, Councilman Eric Shaffer, Council President Jason Jacobs, Councilwoman Georgia Awig, and Councilwoman Holly Swenk.

{Clerk notes: There are certain parts in the meeting where the audio was unclear or hard to hear due to technical issues with the mics or distance from the mics.}

Minutes:

Chairman DeVries asked for any corrections to the minutes dated November 14, 2023, November 15, 2023, and November 16, 2023. No discussion was offered. The minutes stand approved as submitted.

2025 Budget Discussion:

Chairman DeVries stated the meeting's purpose was to provide an overview of the proposed 2025 budget. He asked Finance Director Wilkerson to begin her presentation.

Finance Director Wilkerson explained that the committee would receive the Budget Binder Review and presentations from specific departments over the two-day meeting. Ms. Wilkerson went over the planning of the Budget Binder and what City Council would expect. The 2025 Budget Binder was organized by department and then by its divisions. It would allow the City to maintain a strong financial position.

Mayor Corcoran noted and clarified that some housing figures are slightly skewed. Specifically, the senior low-income housing project, which receives all its permits at once, is considered a single project. The approach, however, treats it more like a commercial project rather than residential. This explains the noticeable increase, nearly all of which is attributed to that project. The development involves 52 units, and while the overall difference is slightly higher, the data remains.

Councilman Shaffer inquired about the meaning of "liquidity" for an operating entity.

Director Wilkerson explained that in this context, liquidity refers to our ability to pay—the access to resources, should another pandemic occur. It means having enough liquid cash available without needing to borrow.

{Clerk notes: There are certain parts in the meeting where the audio was unclear or hard to hear due to technical issues with the mics or distance from the mics.}

City of North Ridgeville Fire Department– Fire Chief John Reese

Auditor Wilkerson directed City Council to Page 55 of the 2025 Budget Binder and introduced the Fire Department budget. Director Wilkerson explained that the Fire Levy Fund is classified as property and intergovernmental revenue.:

- The 2023 actuals compared to the 2024 year-end estimate show a decrease of half a percent.
- The budget for 2024 includes a 1% increase over the 2024 budget.
- The intergovernmental revenue, which includes rollbacks originating from the state of Ohio, is projected to be 2.6% higher in the 2024 year-end estimate than in 2023.
- Between 2024's budget and 2025, there is a predicted decrease of 2.8%.
- Director Wilkerson noted that the 2024 budget appears to be lower than expected, so adjustments were made, and they will monitor how that turns out.
- The second fund supporting the fire department is the paramedic levy, which is funded by property and intergovernmental income.
- For the 2023 to 2024 year, the estimates are as follows:
 - Property taxes decrease by 4%.
 - Intergovernmental revenue is expected to increase by 2.6%.
- The 2025 budget, compared to 2024, is projected to be 1.6% higher in property taxes.
- Property taxes are down by approximately 6.5%, based on actual estimated amounts.
- Regarding the fire pension fund, which is used to support pension expenses at year-end, property tax revenue is projected to decrease slightly by 0.5% and Intergovernmental revenue for 2023 actual versus 2024 estimates is 2.9%.
 - There is an anticipated 1% increase in property tax for this fund.
 - Intergovernmental revenue is expected to rise by 2.2%.
- Finally, for the ambulance fund, which generates charges for ambulance transport services:
 - The 2023 year-end actuals versus 2024 estimates show an increase of 15.7%.
 - Interest income is also up.
 - The 2024 budget, compared to the 2025 budget, is projected to increase by 25.7%.

Fire Chief John Reese provided major highlights for the Fire Department's 2024 budget and what is being planned for the 2025 budget. There weren't any major changes. *PowerPoint presentation attached to the minutes.*

- The ambulance fund remains active, with the number of calls consistently increasing over the past year. This growth in calls is expected to continue for the foreseeable future.
- The fire general fund has increased slightly compared to last year, primarily due to fighting expenses.
- Highlighted the ongoing growth and financial aspects of the department.
- Old Foam Causing Cancer - All of the Fire Chiefs in Lorain County approved a new foam after testing at the Fire Chiefs Academy, which is now being distributed across the county. The Fire Chiefs in the county purchased large quantities for strategic incidents, such as derailments or tanker accidents. Several foam buckets are available per truck, and pre-

loaded tanks are ready for use. Fire Chief Reese is replacing old foam with new foam and purchasing more as needed.

Fire Apparatus Condition and Lifespan:

- Chief Reese said the Department's vehicles are generally in good shape. The oldest truck, a 2011 model, is 14 years old; trucks usually last about 20 years. A ladder truck retired after 15 years due to deterioration.
- The current ladder truck, bought in 2019 for around \$1.5 million, is the most expensive piece of gear. To protect it, the exposure is limited to roads, train tracks, and harsh conditions. Chief Reese noted that with proper care, trucks can last longer. Most fire engines are approximately 14 years old and can last an additional six years if properly maintained. As trucks age, maintenance costs rise, averaging \$5,000 to \$20,000 annually. The department performs yearly tire and brake checks, but overall costs are increasing.

City Garage Equipment and Vehicle Maintenance:

- Funding was requested for 2024 to support equipment needs.
- Chief Reese requested \$4,300 for city garage equipment, including trailers; the amount increased to \$6,900 due to rising costs.
- Vehicle maintenance requests went from \$16,000 to \$29,000 due to varying yearly needs. A key issue was the ladder truck's monitor—a remote-controlled nozzle for elevated fire streams used primarily for fire suppression, rather than rescues. It malfunctioned, requiring several service visits. Chief Reese was dissatisfied with the repairs and negotiations, as costs still stood at \$16,000.

Station One Facility Maintenance:

- Station One is now six years old, and wear is beginning to show, especially in carpeting throughout the building.
- Chief Reese plans to replace carpeting over two years to manage costs, starting with the front and rear entranceways and the upstairs day room.
- The classroom, which is used for voting, will be addressed the following year due to heavier foot traffic.
- NFPA guidelines discourage excessive carpeting, especially in dormitories, but some is necessary for sound control.
- Chief Reese aims to use commercial tile that can be easily replaced, helping maintain the building's appearance and potentially extending its lifespan to 100 years.

Department Photos:

- Department photos were last taken in 2016, with 17 new employees since then. Chief Reese stressed the importance of updated photos for records and media, especially when employees retire or are involved in public matters. The City funds photo sessions for individual and group shots across all shifts. Employees can buy their photos.

County Technical Rescue Truck and Contract:

- Chief Reese collaborated with the County for 3–4 years to acquire a new rescue truck, replacing an over-20-year-old one. Previous trailers were overloaded and unsafe.
- The department uses grants and a County contract for rescue, water rescue, and hazardous materials work. Seven team members meet staffing needs.
- The 2025 contract costs 37 cents per resident, funding these services. Chief Reese stated that the County utilized COVID-19 relief funds and savings to purchase a new vehicle, trailer, and semi-truck, which are expected to last 30–40 years. The trailer, equipped with AWS, supports emergency medical operations, such as mass vaccinations.
- He noted the Department contributes annually to a County contract, which slightly increases each year, serving as 'insurance' for hazardous materials, rescues, and larger

incidents that exceed their capacity.

- The county has responded to collapsed houses and crashes, enabling quick assistance to city crews.

Transition to Battery-Powered Equipment:

- Chief Reese mentioned switching to battery tools and equipment.
- Gas generators are expensive, with failed units costing over \$25,000 to replace.
- New vehicles have LED lighting and Milwaukee B batteries, matching older gas models' power.
- Benefits include eliminating gasoline, reducing maintenance, and charging at the dock. The main cost is battery replacement, which is significantly cheaper than maintaining gas engines.

Firehouse 2 Condition:

- Chief Reese confirmed Firehouse 2 is in excellent condition, with no issues and functioning perfectly. He stressed ongoing maintenance, like painting and repairs, to keep it in top shape.

Staffing Challenges:

- Chief Reese acknowledged staffing issues shared by many. As housing grows, calls and workload increase. The Department runs with three crews, but staffing is tight, requiring mutual aid about 60 times last year.
- Chief Reese noted that neighboring Departments like Avon and Westlake face similar problems, and mutual aid is reciprocal.
- Fire Chief Reese stated that the department currently has 36 line personnel, consisting of firefighters and officers assigned to ambulances and fire trucks.
- Each of the three shifts includes 12 personnel: one captain, three lieutenants, and eight firefighters. Administrative staff, including the Chief and Assistant Chiefs, are not included in this count.
- Chief Reese emphasized that nine personnel per day is the minimum staffing level he is comfortable with, and the Department often operates at that threshold.
- The Department runs three companies daily; on the morning of the meeting, all three were out on calls, requiring additional personnel to be called in—a situation becoming increasingly common.
- The Department allows three personnel off per day for various types of leave (vacation, holidays, Kelly days, personal time).
- Chief Reese noted that the Department is among the most efficient in the region regarding personnel-to-leave ratios.
- Time off is highly valued and selected by seniority, making it competitive among staff.
- Daily, one officer (captain or lieutenant) and two firefighters may be off; any additional absences (e.g., injury, FMLA, suspension, retirement) result in automatic overtime.
- Chief Reese highlighted recent unexpected retirements that contributed to increased overtime needs.
- A growing issue is newer personnel's reluctance to work overtime, complicating shift coverage during absences.
- The Department started mandating overtime on November 1, 2024, requiring personnel to stay when needed. Chief Reese expects more mandatory overtime, especially on holidays, due to ongoing staffing shortages.
- Overtime costs have risen over five years, linked to FMLA, sick leave, injuries, and retirements.
- Two retirements are upcoming—January and April—adding strain. Chief Reese, down two staff members, aims to fill these roles before year-end to reduce overtime.
- Chief Reese observed that the younger staff are less inclined to work overtime, while

middle-aged and senior personnel face burnout from heavy workloads.

- In 2023, the Department logged nearly 14,000 overtime hours, with some staff working little or none and others shouldering most of the load. Call volume has steadily grown over the past decade, closely following residential growth..
- Chief Reese projected the department will likely exceed 6,000 calls annually soon.
- Four personnel, two retired and two retiring by April 1, 2025, accounted for 31% of 2023 overtime. A younger employee contributed 11%. Chief Reese highlighted the challenge of losing these active overtime contributors.
- Chief Reese noted that one younger firefighter is working double shifts because he's single, healthy, and motivated, but this isn't sustainable.
- Chief Reese expressed concern about the increasing difficulty in finding personnel for overtime, calling it a looming dilemma.
- Proposed a staffing model to address overtime while considering the City's financial constraints. He recommended hiring three more personnel to maintain minimum staffing and reduce overtime. The plan is to schedule 10 personnel daily instead of nine, allowing for one unfilled absence without overtime. This will increase shifts from 12 to 13 staff, with three staff members off per day. This could cut overtime costs by half of the current \$575,000. He noted this would tighten time-off scheduling and may not be popular, but he stressed its necessity.
- Although the cost of three new hires would exceed \$300,000, Chief Reese believes the reduction in overtime could offset a significant portion of that expense.
- Chief Reese said the proposal brings the Department closer to needing a fourth crew, as the city has no fire protection when all three squads are on EMS calls. It relies on mutual aid from Avon or Westlake, which only provides three responders. He stressed this isn't sustainable for a growing city of over 36,000 residents.
- There are risks of operating below minimum staffing.
- When asked about potential early retirements, he stated there are no known plans but acknowledged that unexpected retirements have occurred recently, catching leadership off guard.
- Chief Reese said no further retirements are expected in 2026 unless due to burnout, dissatisfaction, or unforeseen events like winning the lottery. He plans to work at least another year or two before retirement.
- Four positions are open; six candidates are being background checked with police assistance. Chief Reese expects four to be hired after their background checks and training.

Ambulance Deliveries and Future Planning:

- Two ambulances are scheduled for delivery in late January and early February, with inspections on January 8, 2025. The Department waited over two years for one and nearly two for the other. A third is planned for 2026, with Chief Reese advising early order due to 2–3 year delays.
- Orders don't require upfront payment, only securing a spot. One ambulance with nearly 200,000 miles is being replaced. Chief Reese said delays were caused by city orders and staffing shortages, not COVID supply issues.

Chairman DeVries asked whether the committee members and City Council members had any questions.

Councilman Winkel asked if everything Chief Reese requested was in the 2025 Budget.

Director Wilkerson explained that everything the Chief requested is included in the budget except for the three additional staff members.

Councilwoman Swenk asked for clarification on the 13 shifts allocated for fire stations one or two.

Chief Reese explained the 13-person shift would cover both fire stations. Currently, with 12 per shift, nine are on duty daily—six at Station One, three at Station Two. If all six at Station One are on a call, no one may be available for walk-ins, leaving only administrative staff. Though rare, such cases happen, like individuals with chest pain coming directly instead of calling 911.

Councilwoman Swenk expressed strong support for increasing fire department staffing, recognizing firefighters as the backbone of the city and essential to public safety.

Chief Reese reiterated the need for additional staffing in fire inspections, noting that the Assistant Fire Chief remains the Department's only fire inspector. With a large new school under construction, the Assistant Fire Chief is expected to spend significant time on-site, potentially requiring a temporary office there. Building inspectors have also expressed concern about the time commitment required at the school site. Although the need for additional inspection staff remains, the department has prioritized other staffing needs due to limited resources. Chief Reese acknowledged Mike's heavy workload and dedication, noting that he is often only seen briefly at the beginning and end of the day due to his demanding schedule.

Councilman Shaffer asked for the definition of the roles of fire officers.

Chief Reese stated that all firefighters are paramedics. Daily, three officers work: a captain, a lieutenant at Station Two, and a supervisor for another crew. They operate independently, each with a team of one officer and two firefighter/paramedics, managing separate emergencies as calls often differ.

Councilman Shaffer wanted to know if overtime expectations could be discussed in the interviews.

Chief Reese stated that during interviews, candidates are explicitly asked about their willingness to work overtime. He highlighted that while most new officers are aware of the expectations, newer firefighters often find it challenging to adapt to working holidays and overtime. Chief Reese mentioned that he clearly communicates during interviews that working holidays, such as Christmas, are a standard part of the job. He observed that candidates' attitudes towards overtime typically become apparent during the interview process. Chief Reese said the Department's five-year Community-Driven Strategic Report is complete and will be released soon. He thanked supporters and noted that the report provides valuable community feedback guidance. It will be available on the Department's website for public review.

Director Wilkerson explained that staffing levels funded by the paramedic Levy, which had 17 staff members, have been reduced to 15, with two transferring to the ambulance fund, increasing its staff to two. Over time, previously supported by the Levy, it now falls entirely on the general fund. The Department also planned for two retirements with cashout included.

Chief Reese noted that the ambulance levy remains vital for operations.

Mayor Corcoran noted staff concerns across departments. The last time staffing was increased in the Fire Department was after the previous paramedic levy renewal. Having extra staff means securing more funding from the community.

Chairman DeVries called for a recess.

Recess 10:00 a.m.

Reconvene 10:15 a.m.

Chairman DeVries reconvened the meeting.

City of North Ridgeville Police Department– Police Chief Mike Freeman

Auditor Wilkerson introduced the Police Department budget and directed everyone to page 68 of the 2025 budget book. She explained that the Police Department is supported by both a police Levy fund and a police pension fund, and is funded through property taxes and intergovernmental revenue. Director Wilkerson shared that for 2023, actuals show a decrease of half a percent for the 2024 budget estimate, while the 2024 to 2025 budget projects a 1.2% increase. The intergovernmental revenue for this period increased by 2.5% in 2023 and was projected to rise by 1.68% from 2024 to 2025, based on the year-end estimate. She mentioned that the Police Chief's current staffing level is 52 employees. The signing of the OPBA contract led to adjustments in staffing allocations, resulting in three employees being transferred from the police Levy fund to the general fund. This was due to the fact that the levy funds are fixed and could not support those positions. Director Wilkerson concluded by turning the discussion over to the police chief.

Police Chief Mike Freeman provided a comprehensive update on the department's operations, accomplishments, and needs:

- New Police Department Facility: The new building opened in 2024 and is functioning well. Communications, phones, and computer systems are operating smoothly.
- Policy System: The Lexipol (LAOPO) policy system was successfully implemented and is in use.
- Drone Program: A drone program was launched with both large and small drones. Five officers are certified operators.
- K-9 Unit: A new female Malinois K-9 was acquired and is currently in training, bringing the department's total to three K-9s.
- Officer-Involved Shooting: A shooting incident on the north end of town was ruled justified by the Prosecutor's Office.

Crime Statistics (*Handout attached to minutes*):

- North Ridgeville ranks second-lowest in total, property, and violent crime among surrounding cities, despite being the third-largest in population.
- Property crime is nearly 80% below the national average.
- Violent crime is 90% below the national average.

Traffic and Crash Data:

- Crash data from 2019 to 2024 has remained stable.
- Fatal crashes have been minimal in the past two years.
- Top crash routes include Route 83 and I-480.
- Seasonal weather contributes to crash patterns.

2025 Budget Requests from Police

Equipment:

- Seven additional Taser 10 units.
- Two additional Flock cameras to cover gaps in city access points, though some locations lack nearby power sources.
- One sniper rifle for the Emergency Response Team (ERT), a joint unit with Avon and Avon Lake.

Personnel:

- Two additional officers for the traffic unit to address ongoing complaints and improve enforcement consistency.

Vests:

- The department participates in a federal 50/50 cost-sharing program. All officers receive new vests with a five-year lifespan, and replacements are rotated accordingly.

Chairman DeVries asked whether the committee members and City Council members had any questions.

Councilwoman Awig wanted to know if there were any plans to address speeding in the city.

Chief Freeman explained that traffic enforcement remains a significant concern within the community, as it is the most frequent complaint received from council members and residents. The traffic unit has demonstrated a proactive approach by conducting over 7,000 stops in recent years, highlighting their effectiveness.

Councilwoman Swenk asked how many additional staff members the Police Department is requesting and the need for flock cameras.

Chief Freeman noted that the department operates with two day shift platoons and two night shift platoons, totaling 28 officers. There are five officers in the detective bureau. The traffic unit currently has two officers, with a request to expand to four. In addition, the Flock camera expansion aims to fill remaining gaps, though some locations lack power sources.

Chairman DeVries asked about upcoming retirements.

Chief Freeman explained that a conditional offer has been extended to a new officer, which would bring the staffing level to 42, although four retirements are expected in 2025. Chief Freeman emphasized the importance of pre-hiring to maintain staffing levels, especially given the 18-week police academy requirement. A new Civil Service test is scheduled for the summer. A recently approved contract was acknowledged as a key step in improving retention and reducing turnover.

Director Wilkerson explained that they built in three additional staff members to backfill the three positions that would be retiring in 2025, which is seven pay periods. An adjustment would be needed if additional time is required.

Councilman Shaffer wanted to know if the money from traffic tickets goes into the Police Department budget.

Chief Freeman responded with a no.

Director Wilkerson explained that ticket revenue from Mayor's Court goes into the general fund, and the general fund funds approximately 90% of the Police Department's budget.

Councilman Shaffer wanted to know the difference between a youth-oriented crime and a teen-oriented crime.

Chief Freeman clarified that the data is state-generated and likely age-based, though exact definitions are unclear.

Councilwoman Swenk noted the frequency of red light violations at major intersections, particularly at the intersection of Route 83 and Center Ridge. She expressed that there is a need for more road officers.

Chief Freeman explained that, in 2024, officers logged 101 hours on federal traffic details, down from 1,117 hours in 2019. For city traffic details, only 52 hours were logged in 2024, compared to

1,234 hours in 2020. Chief Freeman noted that younger officers often prioritize time off, which impacts their participation in overtime.

Chairman DeVries inquired if the Police Department had a chance to use the armored vehicle.

Chief Freeman explained that the regional armored vehicle is expected to arrive in mid-2025 and will be stationed in Avon, as Avon is the central location.

Councilman Abens complimented the choice of using the MARCS system. Some concern was expressed over the decline in citation revenue, with suggestions that increased enforcement could help justify additional staffing. He would like to see the citation revenue improve, so there could be a justification for more personnel.

Chief Freeman agreed that the Police Department needs to work harder.

Councilman Jacobs inquired whether the traffic unit's sole duty is traffic enforcement or if they are occasionally assigned to other tasks.

Chief Freeman explained that the traffic unit is only used when no one else is available to handle a situation or if a specific emergency arises. Although officers are occasionally reassigned from traffic duties to handle emergencies, such instances are kept to a minimum to ensure ongoing enforcement. Typically, there are four to five officers on shift at any given time, which helps to maintain consistent enforcement efforts despite resource limitations.

Councilman Jacobs asked for the percentage of time that the traffic unit gets pulled for other duties.

Chief Freeman noted that it is less than 10%.

Chief Freeman answered resident Frank Toth's (located at 35300 Nikki Ave) question regarding streamlining the bus camera enforcement. The City now has video evidence of vehicles passing stopped school buses, which will improve enforcement. The key to enforcement is knowing who is driving the vehicle at the time of the violation.

Councilman Shaffer wanted to know if there are any ticketing cameras in the City.

Chief Freeman added that North Ridgeville does not use ticketing cameras because it is a civil violation.

Chairman DeVries called for a recess.

Recess 10:47 a.m.

Reconvene 11:05 a.m.

Chairman DeVries reconvened the meeting.

City of North Ridgeville Parks and Recreation Division - Director Kevin Fougrousse

Auditor Wilkerson introduced the Parks and Recreation Division budget. The Parks and Recreation Division is supported by the general fund as well as three additional funds. One of these is the Park and Recreation Program Fund, which receives intergovernmental revenue, a small grant, charges for services, and interest income. Although the Division did not apply for the Fishing Derby grant in 2024, it plans to do so in 2025. This anticipated grant is included in the projected service revenue charges.

From 2023 actuals to the 2024 year-end estimate, revenue increased by 18.3%. The 2025 budget reflects a 12.22% increase. This budget supports part-time staff who manage programming and work within various facilities and fields. The 2023 actuals compared to the 2024 year-end estimate show a 10.8% increase, while the comparison from 2024 to 2025 shows a 16.9% increase. The fund remains self-supporting and revenue-generating, with strong fund balances.

License fees, permits, and interest support the Park and Recreation improvement fund. From 2023 actuals to the 2024 year-end estimate, revenue increased by 49.5%. The 2025 budget anticipates a 3% increase in funding. This fund supports capital outlay. The department has three full-time staff members budgeted under this fund. The park and recreation fund employs 29 staff members, with some staff classifications modified.

Director Fougrouse provided highlights for the department's budgets for 2024 and 2025. Director Fougrouse introduced Matthew Murphy, who joined the department at the end of July as the Recreation Services Administrator (Assistant Director). He also introduced Hannah Barkhurst, who joined as Program Supervisor at the end of September.:

- The department offers a variety of programs for all ages, including youth and adult education, fitness, community events, and athletics.
- In 2025, a total of 95 programs are budgeted.
- The department runs a sponsorship program that generated nearly \$27,000 last year.
- It received a \$10,000 grant from the Ohio EPA for park water stations.

Director Wilkerson added that the 2025 budget shows a significant increase in the general fund operating budget, due to a \$186,000 equipment capital outlay, with no other major changes.

Recreation Trust Fund:

- Experienced growth in several areas.
- Special events funding rose from \$37,000 to \$65,000, supporting expanded summer concerts, a new golf outing, and more community events.
- Sports supplies funding almost doubled from \$46,000 to \$84,000, mainly due to including youth football in the department.
- The football program, formerly independent with 170 participants, will now include around 150 new participants, creating North Ridgeville's first unified football program in over 55 years. The department will also manage a cheer program.
- Significant equipment costs are involved, including helmets costing between \$175 and \$225.
- Initial capital projects and equipment costs have been reported, with expectations of additional revenue.
- The City of North Ridgeville has historically managed its youth football programs through the Parks and Recreation Department.
 - Last fall, the flag football program had 170 children, up 50 from the previous year.
 - The smaller tackle football, previously on the Lorain County side, is now expected to include about 150 more children.
 - Flag football will stay in the Little Southwest Conference, including Avon, Avon Lake, North Olmsted, Olmsted Falls, and Westlake.
 - The tackle football will join the Lake Erie Youth Football Conference, with divisions for padded flag, rookie tackle (fifth grade), and varsity tackle (sixth grade).
 - Transportation for away games is parent-responsibility; travel is local (20-25 mins) to schools like Midview, Keystone, Amherst, Elyria, with a similar pattern for flag football.
 - Contracted sports services (referees, umpires, assigners) budget increased from \$43,000 to about \$50,000 due to rising costs.

- Field maintenance and concessions are managed well; ongoing discussions about concession operations with football, baseball/softball concessions yielded over \$15,000 last summer.
- Concession staff are mainly high school students, trained and managed by the department; improvements include credit card payment options.
- Restroom facilities at Shady Drive Complex were upgraded three years ago, now heavily used and growing.
- Budget item for a baseball field liner (Turf Tank) was initially allocated by Public Works and later assigned to Parks and Recreation.
- New field mapping and painting equipment, similar to North Olmsted's, allows digital mapping and automation, replacing manual spray paint; details pending.
- Cost for new equipment covered by Parks and Recreation.
- Confirmed that Frontier Park has been used for the past two years, including hosting football programs. About \$70,000 was allocated last year for athletic field upgrades at Frontier. Current improvements at Frontier include sand slitting, overseeding, and drainage repairs, which are necessary due to increased usage.
- Shady Drive Complex to continue hosting football, potentially for only flag football, to reduce wear.
- In communication with North Ridgeville High School about loss of practice fields; possible alternative sites include Root Road Park, Frontier Park, or Shady Drive Complex.

Public Parks:

- Concession stand at Frontier Park is operational; however, it needs cleaning and repainting. It was upgraded in 2010 with a CDBG grant.
- Funds available for replacing the pedestrian bridge at Frontier Park with a 10-foot-wide engineered, steel structure for better accessibility and durability. The estimated lifespan of the new bridge is around 25-30 years.
- Compliance with House Bill 47 regarding Automated External Defibrillators (AED) was to add two additional units at Shady Drive Complex and South Central Park, which the Fire Department maintains.
- A vandalism incident at South Central Park involved two juveniles, and charges were reduced in exchange for restitution.
- Details on replacing the pedestrian bridge include using steel to replace concrete piers to improve water flow.
- South Central Park playground project: RFPs issued in October, and five submissions received. Construction is expected to begin around June.
- Department plans to expand community programming, including existing events like summer concerts and Stash Dash, and new events such as a golf outing and the "Corporate Challenge" for local businesses. The Corporate Challenge features activities such as tug-of-war, basketball, and golf, inspired by a successful Vandalia program that is expected to grow.
- Updated Costs: Stash Dash (about \$20,000), summer concerts (about \$25,000, due to higher band fees).
- Golf outing scheduled for early September.
- The swimming pool proposal is not being considered. A new master plan, which includes land development and large-scale projects, is being considered and depends on funding approval. The past pool proposal was rejected; staffing challenges during COVID-19 were noted as possible reasons.

Capital Projects:

- \$149,000 for a new Parks and Recreation Master Plan to guide future growth because the current Master Plan is eleven years old.

- \$71,000 for waterline repairs near Pavilion One and the splash pad in South Central Park, with work to upgrade infrastructure.
- \$98,000 upgrade planned to improve the park's camera system, installed in 2015, is currently outdated and nonfunctional after a server crash. Due to recent vandalism and social media trends, a new system is critical. The upgrade includes 34 new cameras covering all park areas, accessible to police, parks, and public works, with advanced features like mobile access, alerts, and facial recognition. Vendor is Harb Security, with experience in correctional facilities and airports.
- Electrical pedestal upgrade costing \$88,000 will support holiday events and seasonal displays, similar to "Magic of Lights." Pedestals may be used for community events via formal agreements.
- Root Road Park parking lot project, delayed but funded by a \$500,000 grant, scheduled for 2025.
- Frontier Park pedestrian bridge replacement expected to be completed in 2025.
- The new camera system will be monitored by police, with access for parks and public works.
- Electrical pedestals are primarily for parks, but could be shared for community events.
- Parks Master Plan, adopted in 2013, guides improvements and funding; however, a new plan is needed from the community.
- Working with GPD Group to apply for a grant from ODNR for Pavilion 5 improvements in South Central Park, relocating it from the splash pad, with applications due in June 2025 and the project in 2026.

Director Wilkerson added that all items discussed by the Parks and Recreation Director are included in the current budget, except Pavilion 5. If the grant is awarded, the department will request matching funds from the Council.

Director Wilkerson noted that the Senior Center was not on the agenda due to the lack of equipment or capital requests.

Director Fougousse remarked that staffing is strong, especially among high school students supporting summer camps, concessions, scorekeeping, and supervision. Recruitment success is attributed to participation in the North Ridgeville High School's Annual Future Fair, where many students return each year. Few hires in 14 years have not worked out.

No further comments. The committee appreciated the presentation and efforts.

Chairman DeVries called for a recess.

Recess 11:30 a.m.
Reconvene 11:50 a.m.

Chairman DeVries reconvened the meeting.

{Clerk notes: There are certain parts in the meeting where the audio was unclear or hard to hear due to technical issues with the mics or distance from the mics.}

City of North Ridgeville Building Division – Director Kim Lieber and Guy Fursdon

Auditor Wilkerson introduced the Building Division budget, funded through the general fund.

Building Official Fursdon and Planning & Development Director Kim Lieber provided highlights and explanations for the budget changes.

- In 2024, the Building Department initiated a scanning project to digitize paper files and reduce physical storage.
- Preparations are nearly complete for the Department's relocation, with construction expected to begin in Q1 2025.
- The primary goal for 2025 is to move the Department (about 22 employees) without disrupting services to staff, contractors, or residents, especially during peak permit season.

Staffing and Property Maintenance:

- A zoning inspector, Casey Hale, was hired in September 2024 after an extensive search. He brings a law enforcement background and is actively learning local codes.
- With only one zoning property maintenance inspector covering 23.5 square miles and 37,000 residents, the department remains in a reactive mode, responding primarily to complaints.
- Long-term goals include expanding staffing and implementing a rental registration program to track better and inspect single-family rental properties. This would help ensure that tenants have safe and sanitary living conditions. The program would require landlord licensing and additional staff resources.
- It was explained that longevity is a negotiated fringe benefit provided to employees who have served the City of North Ridgeville for five years or more.

Permit System and Technology:

- Plans to implement an online permitting system have been postponed to avoid overburdening staff during the physical relocation. The online system remains a long-term goal following the successful move.

Inspection Turnaround:

- The Department maintains a 24-hour turnaround for inspections, with rare delays. Emergency inspections are prioritized and often completed sooner.

Equipment:

- The Department reported that equipment needs are typically well-covered within the existing budget. In early 2025, the department plans to purchase updated code books to accompany the newly adopted state codes. These will include commentary editions, which are helpful for code interpretation and understanding. The cost is expected to be minimal.
- Department vehicles are leased, with one used vehicle still in operation. The Finance Director will make future decisions regarding vehicle replacement.

Director Wilkerson noted that tree removal expenses, previously paid from this budget, have been reallocated to grounds maintenance. With the addition of an arborist, tree removal is now handled internally by the City's staff.

Councilman Abens inquired whether the Building Division would handle inspections for the upcoming high school construction project or if the work would be contracted out.

Building Official Fursdon responded that the matter is still under consideration, but it was confirmed that inspections will be handled internally, as was done with the middle school project. The department does not anticipate needing external support for the building portion of the project.

Chairman DeVries called for a recess.

Recess 12:15 p.m.

Reconvene 12:30 p.m.

Chairman DeVries reconvened the meeting.

Director Wilkerson introduced the Engineering Division. The general fund Revenue supports the Division and currently has 10 positions—one is a part-time permanent, and one is a seasonal part-time.

City of North Ridgeville Engineering Division – Director Kim Lieber, Christina Eavenson, and Eric Brown

City Engineer Eavenson provided a background of what the Engineering Division has done, its achievements, and any EPA mandates from the past year. A PowerPoint from the Engineering Division is attached to the minutes. She also covered key 2025 Capital Projects requests.

Full Depth Pavement Replacement – Annual:

- Photos were shown depicting the existing roadway condition, pavement removal, and final stages of completion.
- In 2024, approximately 7,200 square yards of concrete were replaced, funded by a \$900,000 budget. This work covered about 0.47 miles of centerline roadway. The City had over 80 miles of concrete streets, and the current budget allowed for less than half a mile of replacement.
- Mike Runyon and Civil Engineer Brown walked the streets, marked areas needing replacement, and returned to the office to quantify and estimate costs.

The Catch Basin Repair Project – Annual:

- In 2024, 50 basins were repaired, an improvement over previous years due to a \$150,000 budget allocation.
- The Service Division provided a list of basins needing repair, which staff visited and prioritized based on condition. Complaints from residents and inspections by the Service Division informed the prioritization process.

Traffic Paint Striping – Annual:

- In 2024, the budget increased to \$175,000 from \$150,000 in previous years. A map was shown indicating which roads were striped; major roadways were prioritized over residential streets. Some roads were deferred to the following year if their condition was deemed acceptable.

Crack Sealing – Annual:

- In 2024, 7.7 centerline miles of roadway were sealed.
- The Streets Division, particularly Anthony Oliva, provided recommendations for which streets to seal by conducting slow drives or walking the streets to assess conditions and identify additional areas for sealing.

The Hydrant Replacement Project – Biannual:

- In 2024, Brian O'Grady identified hydrants to be replaced by visiting each hydrant, taking photos, and measuring the right-of-way, especially near driveways.
- All hydrants were tagged to guide contractors during replacement.
- Staff prepared all bid documentation, issued it for bidding, and onboarded the contractor.
- It was noted that during the last two hydrant replacement projects, isolating the water system was necessary to complete replacements. Water mains ranging from 8 to 16 inches in diameter were shut down, but aging valves often failed to seat properly. There is a need to address water line valve replacements due to these issues. Some hydrants were skipped because isolation of the water system was not possible.

Maddock Road Box Culvert Replacement at Watson Ditch:

- Ray Ford discovered the deteriorated culvert during ditch cleaning, noting exposed rebar and structural damage. The condition posed a risk of catastrophic failure, prompting prioritization of the project.
- Staff improved tracking of culverts not inspected by ODOT, which only inspects bridges. The city was responsible for approximately 56 culverts.
- Routine inspections led to the identification of the Feelon Ditch and State Route 83 culverts for replacement, prioritized for the next OPWC funding round.

Stoney Ridge Road Peanut Roundabout:

- The roundabout project had been in development for an extended period.
- TC Energy's high-powered gas main and easement requirements delayed progress.
- Utility relocations and property acquisitions also presented challenges.
- Plans were in place to lay the top coat in November, weather permitting.
- Completion by year-end was uncertain, but the roundabout was expected to be open before the end of the year. Landscaping work might be completed later.

Looking Forward to 2025:

- Expressed excitement about relocating from the basement to a more functional workspace. The new space would allow for better collaboration and organization. Director Lieber was leading the effort to finalize the updated floor plan.
- A goal for the upcoming year was to restore and update the City's GIS system, which had been down for two years due to server issues.
- Aimed to catch up on record information, especially for new developments and assets. There was concern that replacements of older assets were not being properly documented.
- The City received a notice from the EPA indicating deficiencies in its contingency and emergency preparedness plan for the public water system.
- A binder containing relevant documentation was maintained at both the Service Division and City Hall. Brian O'Grady and staff met with an EPA representative to review the plan. The EPA granted an extension through the end of the year to address several items, including:
 - Valve exercising
 - Updates to the asset management plan (a draft was already in place)
 - Updated water asset drawings and community metrics. Staff planned to compile the necessary updates and respond to the EPA by the deadline.

Sanitary System & I&I (Inflow and Infiltration):

- Discussed ongoing issues with illicit stormwater connections and groundwater infiltration through disjointed pipes.
- Orenson Beam Knoll, one of the City's oldest communities, was identified as having significant wet weather flow issues. Flow monitoring by AECOM revealed that wet weather could increase flow by up to 1,259%, potentially costing nearly \$2,000 per day in treatment.
- Recommended a public outreach campaign and targeted fixes to address I & I concerns.

Construction Standards:

- The City's construction standards had not been updated since 2008.
- An intern with CAD experience assisted in updating the title block to include the current City logo.
- Outdated specifications and materials were identified, requiring clarification with contractors. Expressed intent to complete the updates within the year.

Master Plans:

- Work had begun on several master plans, but was delayed due to shifting priorities.

- OHM was engaged to develop the Master Water Plan, which ties into the contingency and asset management plans.
- Future planning for the next 5–10 years was discussed, including the need for a new water tower.
- Strand was hired to begin Phase I of the Master Stormwater Plan, focusing on evaluating existing conditions. Many older communities lacked storm sewer systems and had limited right-of-way and tree lawn space, complicating infrastructure upgrades.

MS4 Permit:

- Mr. Brown and Joe Reitz led efforts related to the MS4 permit this year.
- The City was required to submit a 15-page annual report to maintain the permit, due April 1st.
- The report involved coordination with multiple departments, including Parks & Recreation and the Service Division.
- The EPA audited the City's MS4 permit compliance on three of six measures and found deficiencies. There are plans to work with the EPA to address and resolve the issues.

PCR Rating:

- The last Pavement Condition Rating (PCR) for the roadway network was completed in 2019.
- Mr. Brown used the data in collaboration with the Service Division to identify roads for future maintenance. OHM had prepared the previous report, but updated data was needed for future planning.

Staff introduced highlights of the proposed capital improvements for the upcoming year, noting the list was not all-inclusive.

State Route 83 & Chestnut Ridge Roundabout:

- The project was originally scheduled for the current year, but faced delays due to:
 - Communication utility relocation issues involving Windstream Kinetic and GLW.
 - Restrictions during the endangered bat season, which prevented tree clearing.
 - Utility pole relocations were also required.

Pressure-Reducing Valve (PRV) Vault Replacement:

- The Service Division identified an emergency capital improvement need at the Elyria water source entry point.
- The PRV vault was rusting, with seams separating and groundwater infiltrating the structure. A sump pump was running continuously and discharging into a neighboring property.
- Design plans were nearly complete, and the Division aimed to secure a contract within the year.
- This project was marked as a priority for budget allocation due to its emergency nature.

Cypress Avenue Extension & Rehabilitation:

- The project included extending Cypress Avenue to Lorain Road and rehabilitating the existing half-mile stretch.
- The existing roadway was in poor condition and required:
 - Full road rehabilitation
 - Curb repairs
 - Concrete entrance installation to accommodate truck traffic
 - Catch basin adjustments and storm sewer upgrades

Sugar Ridge Road Sanitary Sewer Extension:

- Awaited modeling results from AECOM to ensure the extension would not be a problem for the existing system. Approval was received to proceed with extending service down Sugar Ridge Road.
- The extension would support future development along State Route 83.
- This project was identified as a strategic infrastructure investment requiring budget support.

Sugar Ridge Road Rehabilitation:

- Funding was secured for both the roundabout and the roadway rehab. The project aimed to improve the entire roadway from Waterbury Boulevard to Bender Road.
- The Service Division performed a temporary mill and fill on the segment extending to the Elyria line due to severe deterioration.
- The full rehabilitation was deemed critical for long-term infrastructure stability and warranted continued budget prioritization.

Additional Capital Projects & Budget Considerations:

Director Lieber secured Community Development Block Grant (CDBG) funding for repaving work on Carolyn, Luanne & Monica Drives. The Department planned to pursue the repaving project in the upcoming year using the awarded funds.

Sidewalk Improvements:

- It was clarified that sidewalk repairs are not typically included in roadway rehabilitation projects unless:
 - Federal funding mandates ADA compliance.
 - The sidewalk presents a significant safety hazard, such as severe cracking.
- Due to budget constraints, sidewalk upgrades were only pursued when necessary.

Lorain Road Bridge over Norfolk Southern:

- The City owned a bridge near the drive-in theater with an appraisal rating of 7, indicating acceptable condition but needing maintenance. Chain link fencing was a concern, and a maintenance study was proposed to assess repairs and extend the bridge's lifespan. Funding would be required for the study and repairs.

Mills Creek Flood Control Basin:

- There are still challenges with this drainage project.
- A high-pressure gas main owned by TC Energy ran through the proposed watercourse rerouting area. A solution was identified: an inverted stormwater siphon to route flow beneath the pipeline, which TC Energy approved.
- Additional complications arose from wetland mitigation requirements imposed by the Army Corps of Engineers. There are plans to resolve these issues and complete the project within the year, pending budget approvals. The project required specialized engineering and environmental compliance funding.

Norfolk Southern Railroad At-Grade Separation:

- The City applied for funding through the Ohio Rail Development Commission (ORDC) for an overpass bridge at the Norfolk Southern crossing.
- The project advanced to the next phase of evaluation by the Federal Railroad Administration (FRA).

Director Lieber mentioned she is currently in the diagnosis phase for the Zoning Code update. Additionally, she requested that City Council increase the land acquisition line item to half a million.

Adjournment:

Chairman DeVries adjourned the meeting at 3:06 p.m.

DRAFT

To Order – Wednesday, November 22, 2025 (Day 2):

Chairman Martin DeVries called the meeting to order at 9:00 a.m. in Council Chambers at North Ridgeville City Hall, 7307 Avon Belden Road.

Pledge of Allegiance:

Led by Chairman DeVries.

Attendance:

In attendance were Committee members Clifford Winkel, Councilman Bruce Abens, and Chairman Martin DeVries.

{Clerk notes: The individuals who presented during the budget session are named individually or by the department within the section that was being presented.}

Also in attendance were Finance Director April Wilkerson, Assistant Finance Director Fabrice Dongo, Mayor Corcoran, Assistant Clerk of Council Fijabi Gallam, Councilwoman Holly Swenk, Councilman Eric Shaffer, Councilwoman Georgia Awig, and President Jason Jacobs.

2026 Budget Discussion (Continued):**City of North Ridgeville Public Works - Jon Montgomery (Presentation attached)**

Finance Director Wilkerson presented the Public Works Department budget. Equipment expenses from 2023 to 2024 increased by 9.3%. The 2024 estimate for the 2025 budget decreased by 47.3%. This supports the debt service fund as well as the Improvement fund. The French Creek service fund owes \$10.9 million, including \$8.2 million from the Ohio Water Development Authority (OWDA) loan for the CM tank blower project. There is a \$2.695 million bond issued in 2016 for three projects. These loans are paid only after the projects are completed. Tap fees, along with transfers from the operating fund, help fund the improvement fund. It is expected that tap revenue will decline, leading to adjustments in the estimates as final data. Capital outlay covers projects listed within the treatment plant budget. The 2023 actual expenses compared to the 2024 year-end estimate are approximately 169%. The projection from the 2024 year-end to the 2025 year-end budget is 179%. The fund summaries for the treatment plant show strong fund balances, and the plant maintains a six-month target carry forward for the operating account.

City of North Ridgeville French Creek Wastewater Plant - Jon Montgomery and Corey Timko

- \$8.3 million CM blower upgrade project - the largest and most critical project undertaken at the plant. This project involved 3 million gallons of water and was delayed due to supply chain issues, specifically a 60-week delay for a transformer and a 90-week delay for switchgear.
- The Super Hut project, completed prior to the CM blower upgrade, was reported to be highly successful. It improved sludge storage by keeping it dry.
- Due to the centrality of the CM blower project, no other major systems would be taken offline simultaneously, and the project was expected to span two years. The team planned to focus on smaller efficiency and maintenance tasks during this time.
- A significant drought from June to October 2024 affected plant operations, reducing inflow and wet weather revenue. The drought caused functional issues, including pump shutdowns due to insufficient water levels.

Capital projects and equipment upgrades were outlined:

- The influent screen project was budgeted at \$2 million but expected to come in lower due to design changes.
- A \$500,000 contingency was added to the CM tank project.
- Launder covers were added to reduce algae growth.
- A sludge collector arm was reinstated due to deterioration of the existing unit.
- Radiant heaters were added to the Super Hut conveyor to prevent winter operational issues.

Additional projects included, but not urgent:

- Water line replacement.
- Maintenance for the building.

Additional equipment replacement:

- A quad cab Ford F250.
- A CAT telehandler, replacing the need for rented cranes and improving access to equipment.
- A new Kubota vehicle, part of a regular replacement cycle for plant transportation.

Director Wilkerson reminded everyone to stay aware of the rate study and the 4% increase, while expenses go up.

Chairman DeVries called for a recess.

Recess 9:35 a.m.

Reconvene 9:50 a.m.

Chairman DeVries reconvened the meeting.

Director Wilkerson presented the Public Works budget. It is the largest department that includes maintenance grounds, cemeteries, streets, water, sewer, storm, French Creek, and the City garage. The grounds maintenance department is a staff of six. For the 2025 budget, the department has asked for a reclassification of the assistant ground maintenance supervisor who serves as the sexton, while being the grounds maintenance Foreman. The department hired an Arborist whom City Council previously approved.

City of North Ridgeville Grounds Maintenance Division – Jon Montgomery and Anthony Oliva

Director Montgomery addressed the need for a staffing change within the Grounds Maintenance Division. He explained that the department faced frequent disruptions due to the city's growth and the unpredictable nature of daily tasks. When key staff members were occupied with urgent issues like water breaks or ditch work, there was no backup to manage other priorities.

To streamline operations, a new position was proposed to support both grounds maintenance and other departmental functions. The individual selected had over 20 years of experience and was familiar with the department's roles, making him well-suited.

City of North Ridgeville Cemetery Division – Jon Montgomery and Anthony Oliva

Director Wilkerson noted that the Cemetery Division operated under a separate fund, collecting fees for plots and burials. A comparison of 2023 and 2024 showed a 9.52% increase in service

charges, with a projected 2.74% increase for 2025. The general operations budget for cemeteries decreased by 19% in the 2024 budget.

- Columbariums have recently been installed, with pricing and niches still being finalized; future expansion depends on their initial success. Columbariums offer flexibility for expansion, with each unit holding around 400 niches, priced between \$300 and \$500.
- \$75,000 allocated for fencing improvements; plan to renovate one cemetery per year (Stoney and Ridgeville), including fencing, landscaping, and tree removal.
- The City maintains older headstones at Stoney Cemetery, but limited staff—comprising four people, including two maintenance workers—hampers upkeep efforts.
- The cemetery fund included a \$4,000 annual wage allocation for the seasonal cemetery role, which was transferred from the general fund.

Mayor Corcoran confirmed that Fields Cemetery had room for expansion, while the other two cemeteries were more limited. He supported the columbarium concept and noted the availability of an online portal for locating loved ones. He also remarked that the cemeteries were in good condition overall.

City of North Ridgeville Streets Division – Jon Montgomery and Anthony Oliva

Director Wilkerson presented the staffing within Public Works. The department currently employs 49 staff members, including six part-time employees. Staff were shared across Street, Water, Sewer, and Storm divisions, with some employees performing duties in all four areas. Council had previously approved the addition of a secretary in 2024, though the position was not filled in 2023. The secretary now supports the City Garage and Water/Sewer operations.

Fund summaries for street operations were reviewed. Revenues from gasoline and license plate taxes remained stagnant, prompting cautious budgeting. The Street Construction, State Highway, and Permissive Motor Vehicle License Tax funds showed modest year-over-year increases or decreases, with fund balances used to offset expenditures. The Street Levy fund, supported by property taxes and intergovernmental revenue, continued to fund paving, supplies, and capital projects. Property tax revenue remained stagnant, with a projected 2% increase, though no growth was observed in 2024. Intergovernmental revenue, including homestead rollback, also remained flat. Transportation expenditures increased by 14.3% from 2023 actuals to 2024 year-end, based on available capital improvement funding. Engineering budget requests decreased by 15.3%, allowing for reallocation to other expenses. The State Infrastructure Bank loan was paid in full; remaining debt service included OPWC loans and fiscal charges.

- Public Works paved 11 roads in 2024, using nearly 8,000 tons of asphalt across approximately 7 miles, including concrete repairs.
- Major repairs were completed on North Barton, and 20 roads were crack-sealed using 30,000 pounds of material. Crack sealing was performed in subdivisions such as Mills Creek Lane North and South, Lorain Road, and Island Road.
- Anticipated fewer roads being paved in 2025, focusing instead on longer stretches.
- Catch basin repairs were performed as needed, with approximately 100 identified for future attention.
- Noted that while additional funding could support more work.
- Several cul-de-sacs were repaired in recent years, including North Barton Road, Dorchester Avenue, and Manning Circle.
- Approximately \$1 million was spent on full depth repairs last year, doubling prior years' investment.
- Equipment and labor limitations continued to impact project capacity.
- Multiple retirements were anticipated in 2025, including long-serving employees in operations and mechanics.

- Summer help recruitment remained challenging despite outreach efforts to schools, job fairs, and social media.

City of North Riveville Water and Sewer Division - Jon Montgomery and Brian O'Grady

Director Wilkerson reviewed the water fund budget. She noted that the water fund's revenue primarily came from charges for services, tap fees, and interest, and the 2023 actual revenue versus the 2024 estimate is 6.2% higher. The estimate was accurate, but the Finance Department planned to monitor it throughout the year for potential adjustments for 2025. Charges for services revenue are normally budgeted at a 2.2% increase. The meter sales and water taps had increased significantly, especially due to commercial development, though they remained cautious about projections due to variability. The water fund supported utility operations and collections, with budget increases in both areas for 2025. Capital outlay focused on equipment replacement, with a 10.7% increase from 2023. Non-operating expenses included a transfer to support debt service for recent notes issued, which funded water meter replacement and water improvement projects. The fund maintained a carry-forward balance, though it had decreased slightly due to support for the meter replacement project. The debt service fund noted that tap-in fees were slightly lower than the 2023 actuals over the 2024 year-end estimate. Ongoing adjustments due to variables like debt retirements, including a water improvement project for Dorchester Avenue that was scheduled to be paid in full by 2028, lead to a decrease in debt service principal in 2029. A \$1.2 million note repayment for a meter replacement project was included, and there was no target carry forward in this fund because it was an extension of the main operating fund.

The water improvement fund was also reviewed, with capital outlay related to a request from Engineering to support future waterline projects. A transfer of \$1 million into this fund was planned for the following year, and resources had already been allocated for upcoming water projects. A new water meter replacement fund was to be created, supported by a \$3.50 monthly fee per meter approved by the council. This fund included \$5 million for a capital improvement project and transfers out to the debt service fund to support debt payments. Once the debt was paid off, the fund would continue to accumulate for future water meter replacements.

Regarding the sewer fund, in August 2012, the council approved a 10% increase in sewer charges. Of all collected charges, 6% was allocated to the Sewer Improvement fund, and 4% to wholesale rates. The revenue estimate from 2023 to 2024 increased by approximately 6.89%, with the proposed budget reflecting about a 0.5% increase. Some revenue estimates were low and were expected to be amended in 2025. The sewer fund supported both utility collection and operation costs, including sewer processing at French Creek, which saw a slight increase from 2024 to 2025. It was anticipated that rates at French Creek would increase by 4% annually. Transfers from this fund went to the sewer improvement and debt service funds.

Regarding debt, Director Wilkerson mentioned that two bonds, related to Center Ridge Road and the westerly line, are set to mature in 2027, leading to about \$500,000 in savings. Additionally, bonds for Dyke Road and Case Road are scheduled to mature in 2028. The fund's balance was strong, and there were no current plans to issue new debt in the coming year. The sewer improvement fund included tap fees and transfers from the operating fund.

- ETL (a tap) line, an extended transmission line from Avon Lake to Medina; repairs were billed directly to participating cities.
- About 20 employees are needed to get the required duties done on a daily basis, excluding emergency work like main breaks and EPA orders.
- Purchase 472 million gallons of water from Elyria, and the city is on track with the required usage.
- The department generally replaced 15–20 hydrants annually.

- About 40 hydrants were replaced through the replacement program because they are still inoperable or leaking. Many were pre-1980 and linked to older mains, complicating replacements. A hydrant replacement could cost around \$5,300, and a valve replacement could cost \$2,300, depending on the size. They were often needed due to deterioration.
- The department generally replaced 15–20 hydrants annually.
- An estimated \$16,000 EPA license-to-operate fee will be discussed for the location where the fee was historically paid.
- Reported progress on the lead line verification project, with 300 responses received and no known lead lines in the City.

City of North Ridgeville City Garage - Jon Montgomery and Head Mechanic Brandon Winter

Director Wilkerson remarked that the division operates as an internal service fund, servicing only City departments and billing them directly for labor, materials, and contracted services. City Garage has six full-time staff members, including five mechanics and one head mechanic. The fund does not serve external entities. All vehicle maintenance is centralized through the garage, and the Head Mechanic also serves as the City's fleet manager, overseeing a tracking system for all vehicles. The fund's structure differs from others due to its internal billing model. To support operations and manage timing differences in billing and procurement, City Council previously advanced \$60,000 from the general fund. The 2023 actuals to 2024 year-end estimates showed a 12% increase, with a 2.9% increase budgeted for the upcoming year. Labor charges are based on a set rate and adjusted according to union contract terms. Forecasted negative balances in future years were noted as timing-related and not cause for concern. Billing occurs biweekly to maintain cash flow. The capital projects fund covers equipment replacement costs, as the internal service fund only includes costs that can be billed to departments.

- Reported that the garage completed approximately 600 work orders in 2024, servicing police, fire, parks, and service departments.
- Preventive maintenance efforts included rustproofing, painting, and salt box upkeep to extend equipment life and improve presentation.
- The garage is in good condition, with newer lifts, metalworking tools, and cleaning equipment.
- Two hot water pressure washers and an undercarriage wash system are operational and recently serviced.
- Trucks are washed regularly, either upon return or the following morning.
- The hourly labor rate was confirmed at \$103.
- "Personal Services" in the fund summary refers to salaries and benefits.

City of North Ridgeville City Garage - Jon Montgomery and Storm Water Forman Ray Ford

Director Wilkerson remarked that the storm water fund is supported by charges for services, with a 6.2% increase in the 2024 year-end estimate over 2023 actuals and a 5% increase budgeted beginning in 2026. The 2025 budget showed a 32% decrease from 2024 due to capital outlay, as presented by the City Engineer. The fund has no outstanding debt service and no separate improvement fund; capital projects are paid directly from the operating fund. A six-month carryforward was budgeted, with 76% of the fund balance available for appropriation.

- The department has worked to minimize flooding through targeted maintenance and the use of GIS to analyze complaints and identify problem areas.
- Discussed ditch rehabilitation, debris removal, and coordination with the City arborist to manage declining trees.
- Councilwoman Swenk asked Forman Ford to be on the Board of the Drainage Control because he would be a great asset.

- Councilman Abens and Forman Ford agreed that the farmers had installed some of the storm water systems.
- Foreman Ford reviewed the PowerPoint slides attached to the minutes regarding the equipment needed for operations.

Chairman DeVries called for a recess.

Recess 12:00 p.m.

Reconvene 12:16 p.m.

Chairman DeVries reconvened the meeting.

Planning & Development Department Director Kim Lieber - CIC Presentation:

Russ Bathis from Square and Patton Boggs, along with Kim Lieber, gave a presentation on the Community Improvement Corporation. The Community Improvement Corporation (CIC) would assist with the problem of property acquisition as a tool for the City, operating as a non-profit separate entity. If there is a consensus from City Council that CIC would benefit North Ridgeville, then the administration would proceed with the implementation, including the background, the steps of implementation, and what authority City Council has over the CIC.

Mayor Corcoran explained that the CIC would be beneficial to the City to speed up purchasing properties for the health and welfare of the community.

Chairman DeVries called for a recess.

Recess 1:05 p.m.

Reconvene 1:18 p.m.

Chairman DeVries reconvened the meeting.

Other City Departments and Go2IT – Mayor Corcoran and Finance Director Wilkerson:

Director Wilkerson outlined the Finance Department, Human Resources, Debt Service, and the Self-Insurance Fund budgets.

Mayor Corcoran noted that the City was working on a server project delayed due to vendor issues with Dell. This was identified as the final major IT project for 2024. Plans for 2025 include purchasing computers for various departments, shifting focus from large network projects to individual departmental needs. Integration with departmental software will follow the server upgrade. He confirmed that previous issues with the phone system had been resolved.

Director Wilkerson added that no equipment outlay was built into the Computer Services budget for 2025, as such expenditures are typically only budgeted when specific needs are identified. She noted that while the server project concludes the 2024 initiatives, additional requests may arise in 2025.

Director Wilkerson reported that the finance department has six full-time staff supported by the general fund. Investment income has increased, resulting in higher fees for the investment service provider. A small increase was included for GAP services to support the issuance of a new Popular Annual Financial Report (PAFR), a simplified financial summary for residents. The report, delayed due to the audit timeline, is expected to be issued next month and will be mailed citywide. The staff is currently being housed in two separate offices. Funding was requested to create a workspace in the former Treasurer's Office to allow for direct supervision.

Under the Income Tax budget, Director Wilkerson noted a slight increase in expenses paid to RITA for tax administration and to Reimer, RITA's collection agency, which charges an 18% fee on delinquent tax collections. An additional \$50,000 was budgeted to cover charges from the State of Ohio related to net profit business tax filings. When a local business had refiled a prior year's income tax and received a refund, the City was charged by the State of Ohio to return the previously allocated funds. This type of adjustment, common with net profit filings, was built into the budget due to the short 20-day payment window required by the State.

The miscellaneous general government budget covers cross-departmental expenses within the general fund. Items include unemployment payments, general supplies, like coffee, first aid kits, auditor and treasurer fees related to property tax collections, payments to visitors bureaus, and school bus camera funds.

Under Human Resources, Director Wilkerson provided an update on the Pradco Supervisor Training Program, reporting strong participation and positive feedback across three cohorts, including department heads and newly promoted staff. The 2025 budget includes funding to continue this training for new hires and promoted personnel. The department also covers contracts with Stefanik & Iosue for HR oversight and Sedgwick for workers' compensation claim administration.

Director Wilkerson confirmed that \$25,000 in funding has been approved for employee recognition and morale initiatives. This funding was again included in the 2025 budget under Human Resources. She noted that not all funds have been used yet, as the City is working with Stefanik Iosue & Associates to develop a formal policy for its use, including reviewing practices in other municipalities.

Regarding the fireworks budget, the \$25,000 allocated was for the City's share of the fireworks display at Victory Park, a joint effort with Victory Sports Park. The Park charges fees for parking and activities, but not for entry.

Mayor Corcoran explained that the event was moved from South Central Park years ago due to safety concerns raised by Chief Reese, which were later validated by an accident at another event. Victory Park donates a portion of its net proceeds to North Ridgeville Community Care.

Director Wilkerson noted that Citywide property and casualty insurance rates increased by 37.8%, largely due to rising auto insurance costs, challenges in securing coverage for municipalities, and the presence of a police department. A recent police-involved shooting, though handled with restraint, was cited as a factor influencing rates. Additionally, Ohio's high tornado frequency has impacted property insurance premiums.

The Debt Service section covered several funds:

- Income Tax Debt Service Fund: Supported by 5% of municipal income tax revenue, with only 2.5% currently utilized. Outstanding debt was reduced to approximately \$2.7 million, with a strong fund balance projected to grow due to reduced debt obligations.
- Central Fire Station and Police Station Debt Service Funds: These are levy-supported and subject to annual adjustments by the county based on fund balances. The police station fund includes a bond premium that must be paid down within five years per federal law.
- Walgreens TIF Debt Service Fund: Debt was fully paid in 2023. Remaining revenues in 2024 will be transferred to the General fund.
- Performance Lane TIF: The City acts as a pass-through agent for this debt, which was issued to fund infrastructure improvements. The debt began around 2016 and is expected to continue for many years.

- Center Ridge Road Debt Service Fund: Supported by motor vehicle license tax revenue. The fund balance is sufficient to cover annual debt service, with modest growth projected.
- Westerly Special Assessment Debt: Related to sanitary sewer improvements, this debt will be paid off in 2026. Residual funds will be transferred to the General fund.
- Victory Lane Bond Retirement Fund: Another special assessment fund, with debt scheduled to be paid off in 2034.

The Self-Insurance Fund:

- Medical insurance costs increased by 12.8% due to higher claims, particularly involving employees and their spouses.
- Cost-saving measures were implemented, including drug program rebates. However, due to union contracts, employees only pay 12.5% of total costs, leaving the City responsible for the remainder.
- Discussed the possibility of requiring spouses with access to other coverage to use it, but no such policy is currently in place.

Solid Waste Fund:

- Supported by service charges, the fund saw a 5% increase from 2023 to 2024 and an 11% increase projected for 2025.
- A one-year contract extension with Republic Services was negotiated to reduce a proposed 25% rate hike to 9.63%.
- A rebid is planned for 2025, with expectations of higher costs. The fund no longer supports rate holidays due to depleted balances.
- Discussed leaf pickup services, which are not currently offered by Republic and would require significant investment if provided by the City.

Moved by DeVries and seconded by Winkel to enter Executive Session to discuss staffing, salaries, and departmental budget requests.

A roll call vote was taken, and the motion carried.

Yes – 7 No – 0

Adjourned into Executive Session at 2:00 p.m.

Reconvened into the Finance Committee meeting at 3:28 p.m.

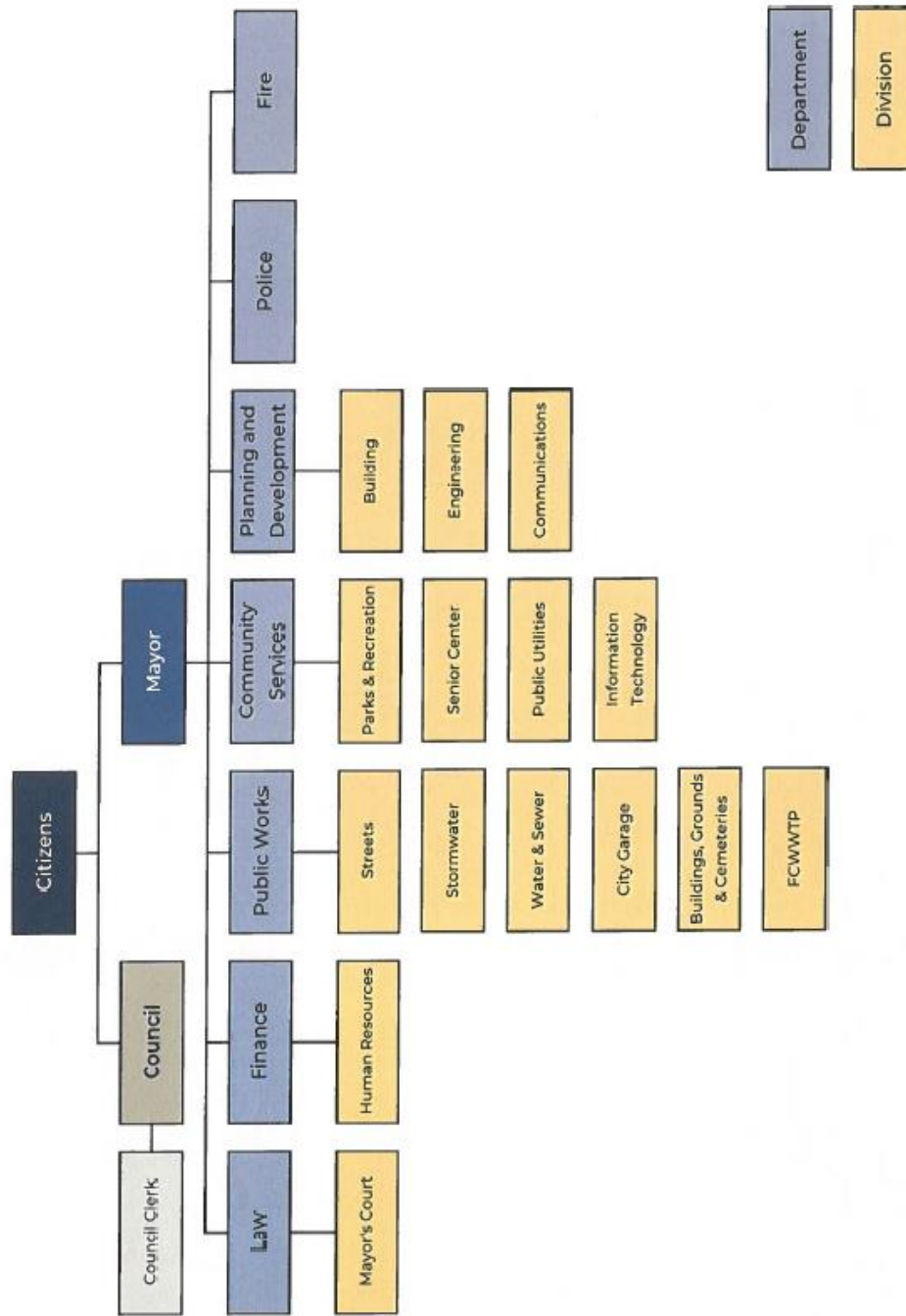
Adjournment:

Chairman DeVries adjourned the meeting at 3:29 p.m.

These minutes were approved on _____ day of _____, 2025.

Fijabi Julien-Gallam, MMC
Assistant Clerk of Council

EXHIBIT 230.99(a)



City of North Ridgeville, Ohio
Revenues, Expenses and Changes in Fund Balance
General Fund - Actual, Budget, and Forecasted

	Actual	Budget	Year-End Estimate	Proposed Budget	Forecasted			
	2023	2024	12/31/2024	2025	2026	2027	2028	2029
Revenues								
Property and Other Local Taxes	\$1,836,917	\$1,850,012	1,835,700	1,869,000	\$1,906,000	\$1,944,000	\$1,983,000	\$2,023,000
Income Taxes	14,553,822	15,140,700	15,508,011	15,444,000	15,753,000	16,068,000	16,389,000	16,777,000
Intergovernmental Revenue	1,058,054	1,081,685	1,008,929	1,053,000	1,032,000	1,041,000	1,051,000	1,061,000
Licenses And Permits	934,574	932,000	841,658	979,000	980,000	1,002,000	1,024,000	1,046,000
Fines and Costs	472,773	637,000	349,860	452,000	492,000	502,000	512,000	522,000
Special Assessments	14,791	20,000	17,189	20,000	20,000	20,000	20,000	20,000
Franchise Fees	293,984	300,000	276,183	300,000	300,000	300,000	300,000	300,000
Interest	302,929	210,000	438,779	365,000	372,000	379,000	387,000	395,000
Miscellaneous	854,096	879,000	976,415	900,000	901,000	902,000	903,000	904,000
Total Revenues	20,321,940	21,050,397	21,252,724	21,612,000	21,756,000	22,188,000	22,569,000	22,988,000
Expenditures								
Current								
Security of persons and property								
Police	4,912,292	6,551,955	5,887,589	7,275,611	7,494,000	7,719,000	7,951,000	8,190,000
Fire	1,415,116	1,863,970	1,701,863	1,962,275	2,021,000	2,082,000	2,144,000	2,208,000
Street Lighting	219,152	290,043	210,799	295,000	304,000	313,000	322,000	332,000
Total Security Of Persons And Property	6,546,560	8,705,968	7,800,251	9,532,886	9,819,000	10,114,000	10,417,000	10,730,000
Public Health And Welfare								
County Health Department	165,155	175,000	84,819	175,000	180,000	185,000	191,000	197,000
Leisure Time Activities								
Park And Recreation	907,067	523,520	472,721	715,895	737,000	759,000	782,000	805,000
Senior Citizens	422,571	444,001	428,730	461,200	475,000	489,000	504,000	519,000
Total Leisure Time Activities	1,329,637	967,521	901,451	1,177,095	1,212,000	1,248,000	1,286,000	1,324,000
Community Development								
Planning and Development	293,474	566,409	526,656	596,750	615,000	633,000	652,000	672,000
Planning Commission	3,000	2,296	1,518	2,920	3,000	3,000	3,000	3,000
Board Of Zoning Appeals	3,148	2,150	76	2,020	2,000	2,000	2,000	2,000
Building	923,507	1,414,387	1,118,213	1,328,720	1,369,000	1,410,000	1,452,000	1,496,000
Engineer	846,259	1,491,156	1,054,101	1,581,450	1,598,000	1,646,000	1,695,000	1,746,000
Total Community Development	2,069,388	3,476,398	2,700,563	3,481,800	3,587,000	3,694,000	3,804,000	3,919,000

City of North Ridgeville, Ohio
Revenues, Expenses and Changes in Fund Balance
General Fund - Actual, Budget, and Forecasted

	Actual	Budget	Year-End Estimate 12/31/2024	Forecasted			
				2025	2026	2027	2028
General Government							
Council	113,967	114,700	110,452	23,550	129,000	133,000	137,000
Clerk of Council	213,762	258,088	252,601	271,545	280,000	288,000	297,000
Civil Service	34,741	50,977	50,421	44,100	45,000	48,000	47,000
Mayor	483,564	575,085	363,946	376,770	388,000	400,000	412,000
Mayor's Court	235,240	280,946	231,383	280,100	289,000	298,000	307,000
Safety Service Director	147,794	(6)	(6)				
Finance	869,694	1,046,981	965,723	1,054,850	1,097,000	1,130,000	1,164,000
Treasurer	2,400	-	-	-	-	-	-
Income Tax Administration	492,490	579,000	489,383	615,000	633,000	652,000	672,000
Law Director	586,259	784,723	611,138	793,300	817,000	842,000	867,000
Human Resources	30,642	337,156	193,242	210,000	216,000	222,000	229,000
Computer Services	315,636	846,092	565,918	554,755	983,000	1,012,000	1,042,000
Public Buildings	253,457	656,396	511,836	463,200	477,000	491,000	506,000
Grounds Maintenance	-	615,524	502,144	723,270	745,000	767,000	790,000
Miscellaneous	255,953	533,708	507,023	355,450	366,000	377,000	388,000
Total General Government	4,029,599	6,679,370	5,335,204	6,277,690	6,465,000	6,658,000	6,858,000
Total Expenditures	14,140,939	20,004,257	16,822,287	20,644,771	21,263,000	21,899,000	22,556,000
Excess (Deficiency) Of Revenues Over Expenditures	6,181,001	1,046,140	4,430,436	767,229	493,000	259,000	13,000
Other financing sources (uses)							
Sale of Assets	1,482	10,000	242	1,000	10,000	10,000	10,000
Land Sales	-	-	-	-	-	-	-
Advances-In	-	81,000	81,000	-	-	-	-
Advances-Out	(35,120)	(602,811)	(602,811)	-	-	-	-
Transfers-In	-	-	-	-	-	-	-
Transfers-Out	(3,285,560)	(300,000)	(300,000)	(600,000)	(600,000)	(600,000)	(600,000)
Total Other Financing Sources (Uses)	(3,319,198)	(811,811)	(821,569)	(599,000)	(590,000)	(590,000)	(590,000)

City of North Ridgeville, Ohio
Revenues, Expenses and Changes in Fund Balance
General Fund - Actual, Budget, and Forecasted

	Actual	Budget	Year-End Estimate	Proposed Budget	Forecasted			
	2023	2024	12/31/2024	2025	2026	2027	2028	2029
Excess Of Revenues Over (Under) Expenditures And Other Financing Sources (Uses)	2,861,803	234,329	3,608,867	168,229	(97,000)	(331,000)	(577,000)	(835,000)
Fund Balances, Beginning Of Year	10,837,902	13,699,705	13,699,705	17,308,572	17,476,801	17,379,801	17,048,801	16,471,801
Fund Balances, End Of Year:	13,699,705	13,934,034	17,308,572	17,476,801	17,379,801	17,048,801	16,471,801	15,636,801
Reserve For Encumbrances	-	-	1,770,257	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Unencumbered Fund balance, End of Year	\$13,699,705	\$13,934,034	16,138,315	\$16,476,801	\$16,379,801	\$16,048,801	\$15,471,801	\$14,636,801
Target Carryover Balance	7,070,500	10,002,100	8,411,100	10,322,400	10,631,500	10,949,500	11,278,000	11,616,500
Available for Future Appropriations	6,629,205	3,931,934	7,727,215	6,154,401	5,748,301	5,099,301	4,193,801	3,020,301
Total Fund Balance, End of Year	\$13,699,705	\$13,934,034	\$16,138,315	\$16,476,801	\$16,379,801	\$16,048,801	\$15,471,801	\$14,636,801

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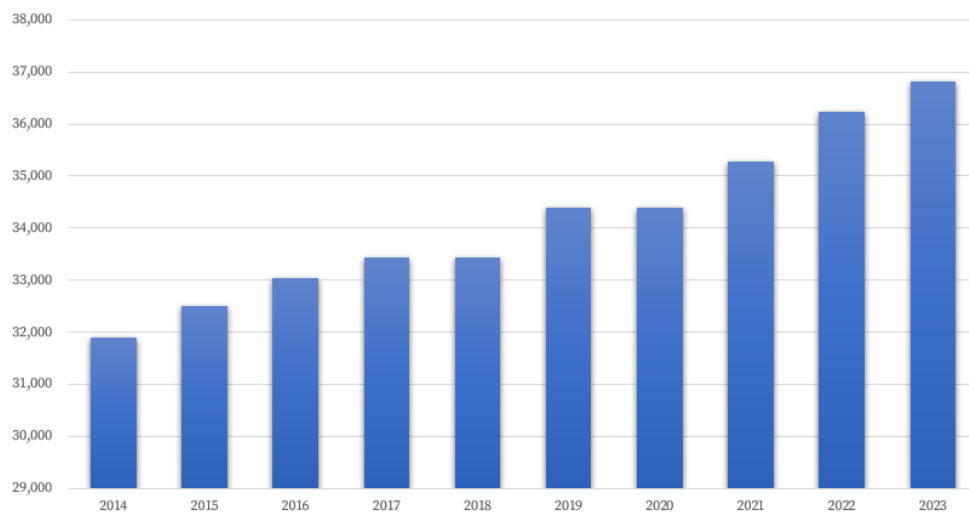
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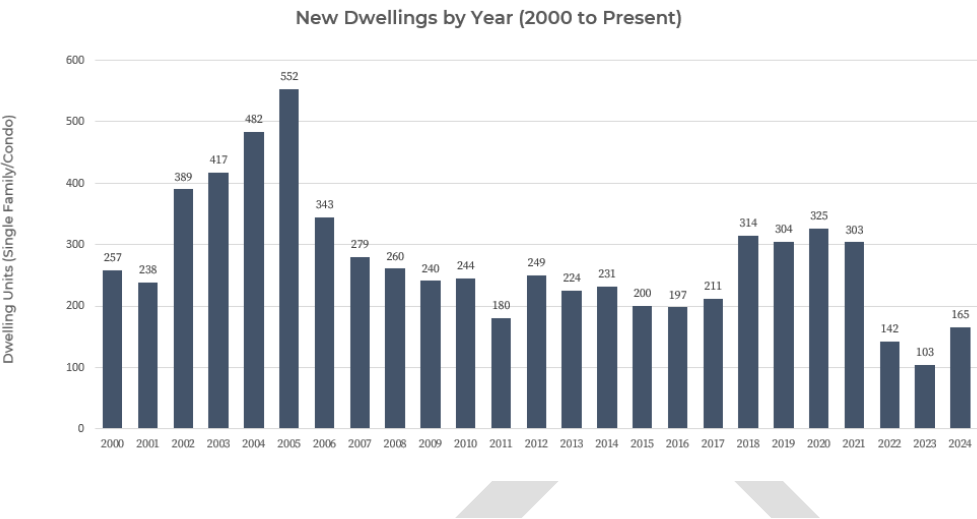


2025

Budget Overview

North Ridgeville Population Growth

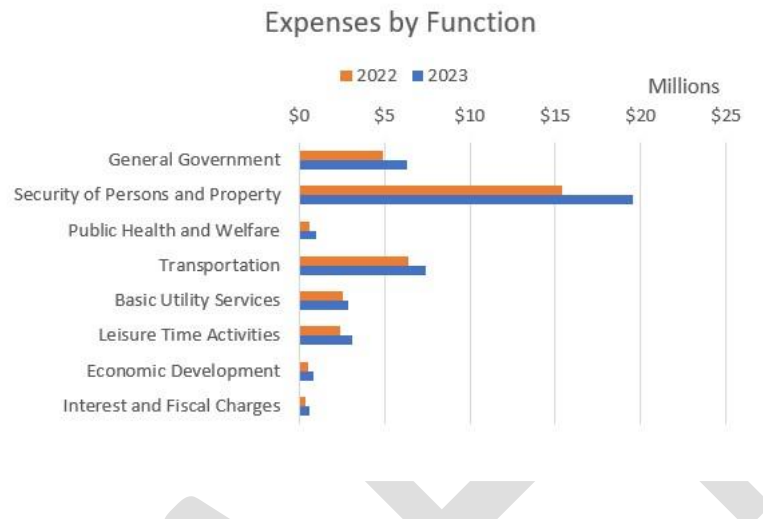




Governmental Funds



Governmental Funds



Annual Tax Budget

- Start of the annual budget process.
- Due to Lorain County Budget Commission by July.
- Revenue estimates submitted are used to generate the Official Certificate of Estimated Resources which limits the amount to be appropriated in each fund.
- Revenue estimates can be amended during the year covered.

Fund Summary

City of North Ridgeville, Ohio Revenues, Expenses and Changes in Fund Balance General Fund - Actual, Budget, and Forecasted								
	Actual	Budget	Year-End Estimate	Proposed Budget	Forecasted			
	2023	2024	12/31/2024	2025	2026	2027	2028	2029
1. Revenues								
Property and Other Local Taxes	\$1,836,917	\$1,850,012	1,835,700	1,869,000	\$1,906,000	\$1,944,000	\$1,983,000	\$2,023,000
Income Taxes	14,553,822	15,140,700	15,508,011	15,444,000	15,753,000	16,068,000	16,389,000	16,717,000
Intergovernmental Revenue	1,058,054	1,081,685	1,008,929	1,053,000	1,032,000	1,041,000	1,051,000	1,061,000
Licenses And Permits	334,274	332,000	841,658	979,000	980,000	1,002,000	1,024,000	1,046,000
Fines and Costs	472,773	637,000	349,860	440,000	492,000	502,000	512,000	522,000
Special Assessments	14,791	20,000	17,189	20,000	20,000	20,000	20,000	20,000
Franchise Fees	293,984	300,000	276,183	300,000	300,000	300,000	300,000	300,000
Interest	302,929	210,000	438,779	365,000	372,000	379,000	387,000	395,000
Miscellaneous	854,096	879,000	976,415	903,000	903,000	903,000	903,000	904,000
Total Revenues	20,321,940	21,050,397	21,252,724	21,412,000	21,756,000	22,158,000	22,569,000	22,988,000
2. Expenses								
Current								
Security of persons and property								
Police	4,912,292	6,551,955	5,887,589	7,275,611	7,494,000	7,719,000	7,951,000	8,190,000
Fire	1,415,116	1,863,970	1,701,863	1,962,275	2,021,000	2,082,000	2,144,000	2,208,000
Street Lighting	219,152	290,043	210,799	268,000	304,000	315,000	322,000	332,000
Total Security of Persons And Property	6,546,560	8,705,968	7,800,251	9,505,886	9,819,000	10,114,000	10,417,000	10,730,000
Public Health And Welfare								
County Health Department	165,755	175,000	84,819	175,000	180,000	185,000	191,000	197,000
Leisure Time Activities								
Park And Recreation	907,067	523,520	472,721	715,895	737,000	759,000	782,000	805,000
Senior Citizens	422,571	444,001	438,730	461,200	475,000	489,000	504,000	519,000
Total Leisure Time Activities	1,329,637	967,521	911,451	1,177,095	1,212,000	1,248,000	1,286,000	1,324,000
Community Development								
Planning and Development	293,474	566,409	526,656	596,750	615,000	633,000	652,000	672,000
Planning Commission	3,000	2,296	1,518	2,900	3,000	3,000	3,000	3,000
Board Of Zoning Appeals	3,148	2,150	76	2,000	2,000	2,000	2,000	2,000
Building	923,507	1,414,387	1,118,213	1,303,700	1,369,000	1,410,000	1,452,000	1,496,000
Engineer	846,259	1,491,155	1,054,101	1,559,459	1,598,000	1,646,000	1,695,000	1,746,000
Total Community Development	2,069,388	3,476,398	2,700,563	3,461,800	3,587,000	3,694,000	3,804,000	3,919,000

Fund Summary

City of North Ridgeville, Ohio Revenues, Expenses and Changes in Fund Balance General Fund - Actual, Budget, and Forecasted								
	Actual	Budget	Year-End Estimate	Proposed Budget	Forecasted			
	2023	2024	12/31/2024	2025	2026	2027	2028	2029
General Government								
Council	113,967	114,700	110,452	125,550	129,000	133,000	137,000	141,000
Clerk of Council	213,762	258,088	252,601	271,545	280,000	288,000	297,000	306,000
Civil Service	34,741	50,977	50,421	44,100	45,000	46,000	47,000	48,000
Mayor	483,564	575,085	363,946	376,770	388,000	400,000	412,000	424,000
Mayor's Court	235,240	280,946	231,383	250,100	289,000	298,000	307,000	316,000
Safety Service Director	147,734	(8)	(6)	-	-	-	-	-
Finance	869,694	1,046,981	965,723	1,064,850	1,097,000	1,130,000	1,164,000	1,199,000
Treasurer	2,400	-	-	-	-	-	-	-
Income Tax Administration	492,490	579,000	469,383	615,000	633,000	652,000	672,000	692,000
Law Director	580,259	784,723	611,138	793,400	817,000	842,000	867,000	893,000
Human Resources	30,642	337,156	193,242	210,000	216,000	222,000	229,000	236,000
Computer Services	315,636	846,092	565,918	954,755	983,000	1,012,000	1,042,000	1,073,000
Public Buildings	253,487	656,196	511,836	463,200	477,000	491,000	506,000	521,000
Grounds Maintenance	-	615,524	502,144	723,270	745,000	767,000	790,000	814,000
Miscellaneous	255,963	533,708	507,023	356,450	366,000	377,000	388,000	400,000
Total General Government	4,029,599	6,679,370	5,335,204	6,277,990	6,465,000	6,658,000	6,858,000	7,063,000
Total Expenditures	14,140,939	20,004,257	16,822,287	20,644,771	21,263,000	21,899,000	22,556,000	23,233,000
Excess (Deficiency) Of Revenues Over Expenditures	6,181,001	1,046,140	4,430,436	767,229	493,000	259,000	13,000	(245,000)
Other financing sources (uses)								
Sale of Assets	1,482	10,000	242	1,000	10,000	10,000	10,000	10,000
Land Sales	-	-	-	-	-	-	-	-
Advances-In	-	81,000	-	-	-	-	-	-
Advances-Out	(35,120)	(602,811)	(602,811)	-	-	-	-	-
Transfers-In	-	-	-	-	-	-	-	-
Transfers-Out	(3,285,560)	(300,000)	(300,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)
Total Other Financing Sources (Uses)	(3,319,198)	(821,811)	(821,569)	(599,000)	(590,000)	(590,000)	(590,000)	(590,000)

Fund Summary

City of North Ridgeville, Ohio
Revenues, Expenses and Changes in Fund Balance
General Fund - Actual, Budget, and Forecasted

	Actual	Budget	Year-End Estimate	Proposed Budget	Forecasted			
	2023	2024	12/31/2024	2025	2026	2027	2028	2029
Excess Of Revenues Over (Under) Expenditures And Other Financing Sources (Uses)	2,861,803	234,329	3,608,867	168,229	(97,000)	(331,000)	(577,000)	(835,000)
Fund Balances, Beginning Of Year	10,837,902	13,699,705	13,699,705	17,308,572	17,476,801	17,379,801	17,048,801	16,471,801
Fund Balances, End Of Year:	13,699,705	13,934,034	17,308,572	17,476,801	17,379,801	17,048,801	16,471,801	15,636,801
Reserve For Encumbrances	-	-	1,170,257	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Unencumbered Fund balance, End of Year	\$13,699,705	\$13,934,034	16,138,315	\$16,476,801	\$16,379,801	\$16,048,801	\$15,471,801	\$14,636,801
Target Carryover Balance	7,070,500	10,002,100	8,411,100	10,322,400	10,631,500	10,949,500	11,278,000	11,616,500
Available for Future Appropriations	6,629,205	3,931,934	7,727,215	6,154,401	5,748,301	5,099,301	4,193,801	3,020,301
Total Fund Balance, End of Year	\$13,699,705	\$13,934,034	\$16,138,315	\$16,476,801	\$16,379,801	\$16,048,801	\$15,471,801	\$14,636,801

MOODY'S
INVESTORS SERVICE

Credit strengths:

- Solid economic and demographic fundamentals
- Strong operating fund balance and liquidity

Aa1

Credit challenges:

- Full value per capita and resident incomes trail the majority of similarly rated peers
- Above average pension burden

Factors that could lead to an upgrade:

- Material expansion of the city's property and income tax base
- Sustained maintenance of strong operating fund balance and liquidity

Factors that could lead to a downgrade:

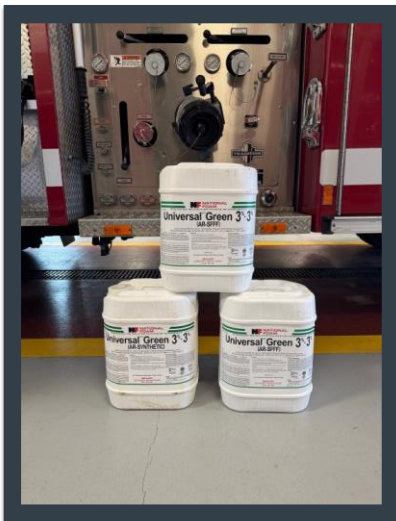
- Considerable contraction of the city's property tax or income tax base, or weakening of the city's demographic profile
- Material declines to available operating fund balance or liquidity

North Ridgeville Fire Department

2025 Appropriations



2025 Appropriations



Replacement of Cancer-Causing Firefighting Foams

The Problem:

Although the firefighting foams used since the 1970s are more effective than newer foams, in numerous scientific studies the older foams are linked to harmful effects on humans and animals, and they do not degrade naturally in the environment.

Our department is in the process of replacing all the hazardous foam with the new type. We are also trying to utilize the Ohio Statewide Foam Takeback Program to dispose of the hazardous foam.



CITY OF NORTH RIDGEVILLE

2

Fire Apparatus and Equipment Maintenance

Our fire apparatus is in good repair, but a couple of engines are at least half-way through life expectancy:

Engine 21 – 2020

Engine 22 – 2014

Engine 24 – 2011

Truck (ladder) 23 - 2019



2024 M&R Equipment – City Garage
\$4,300.00 requested
\$6,913.00 spent year-to-date

2024 M&R Vehicles – City Garage
\$16,000.00 requested
\$29,487.88 spent year-to-date

Still have an unpaid invoice from Sutphen for \$16,071.46 that is being negotiated.



3

Station #1 Carpet Replacement

We are requesting to begin replacing carpet at Fire Station #1 over the next two years

2025 Will be replacement in the entryways and day room

2026 Will be replacement in the classroom and dormitory



4

Department Photos



 CITY OF NORTH RIDGEVILLE

Department photos have traditionally been taken every 5 years.

Last time photos were taken was 2016.

We have 17 new employees since the last photo session.

Members have the option of purchasing their individual photos directly from the photographer.

5

LCTRRT

North Ridgeville receives coverage for technical rescues, water rescues, and hazardous materials response from the LCTRRT.

NRFD has 7 members that belong to the various teams.

The 2025 contract with Lorain County requires North Ridgeville to pay \$0.37 per resident.

 CITY OF NORTH RIDGEVILLE



6

Extrication Tools



A couple of years ago, the city and Fire Department began switching all tools on each fire apparatus to battery-powered; replacing corded tools, gas engines, and costly generators. The addition of this last set of extrication tools will make the transition complete.

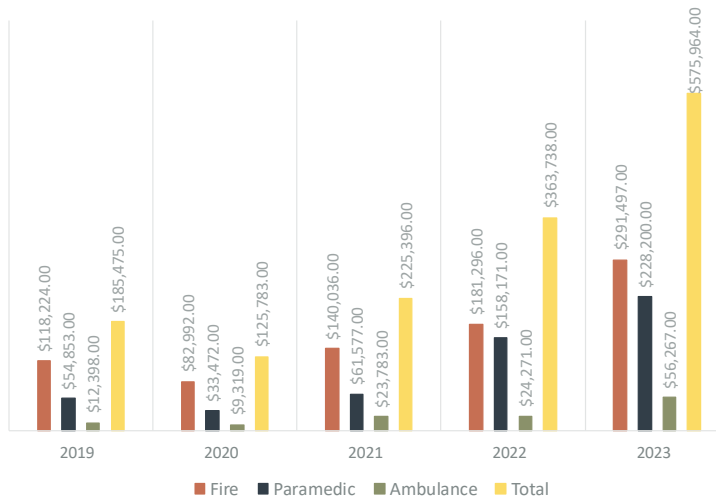
Current Staffing Model

- 36 Line Personnel
- 12 per Shift
- 1 Captain, 3 Lieutenants, 8 Fire Fighters
- 9 Person minimum each shift
- 3 Personnel allowed off each shift
 - 1 Officer, 2 Fire Fighters
- Any openings, injuries, FML, or call offs (sick) result in overtime to maintain 9 minimum

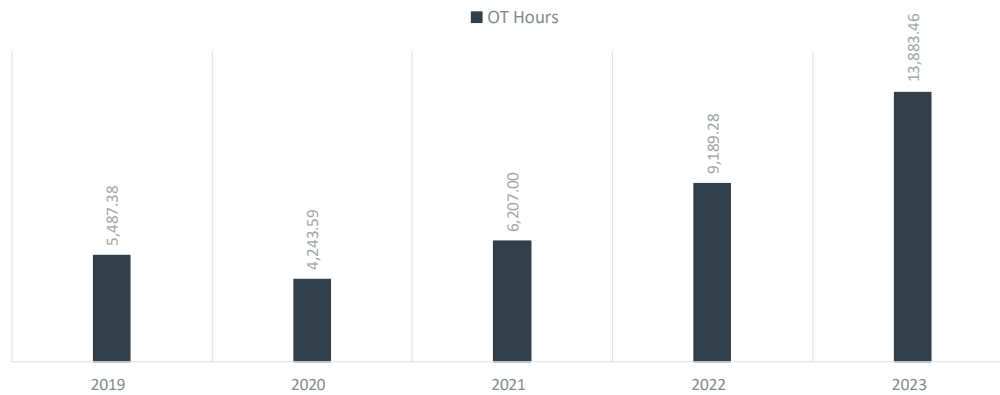


5-Year Overview of Overtime Paid

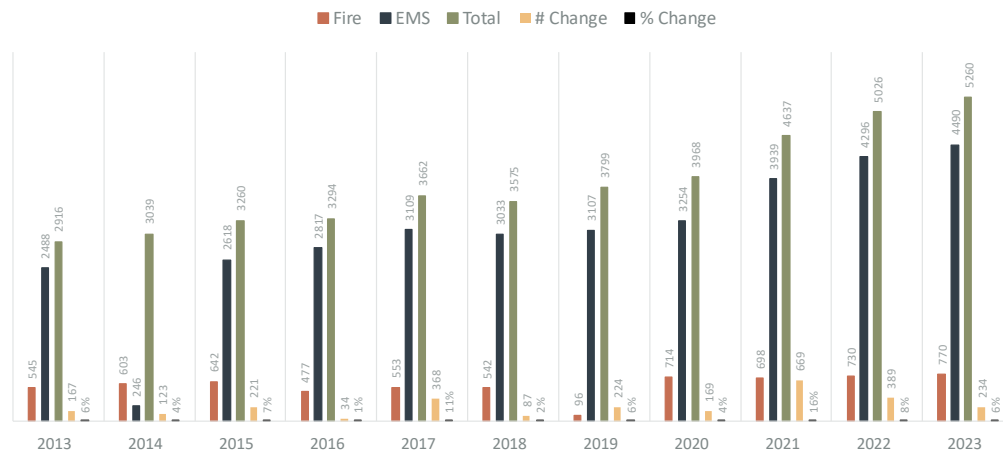
The increase in temporary openings, injuries, FML, and call offs (sick) has resulted in a steady increase of overtime over the past five years.



5-YEAR OVERVIEW OF OVERTIME HOURS WORKED

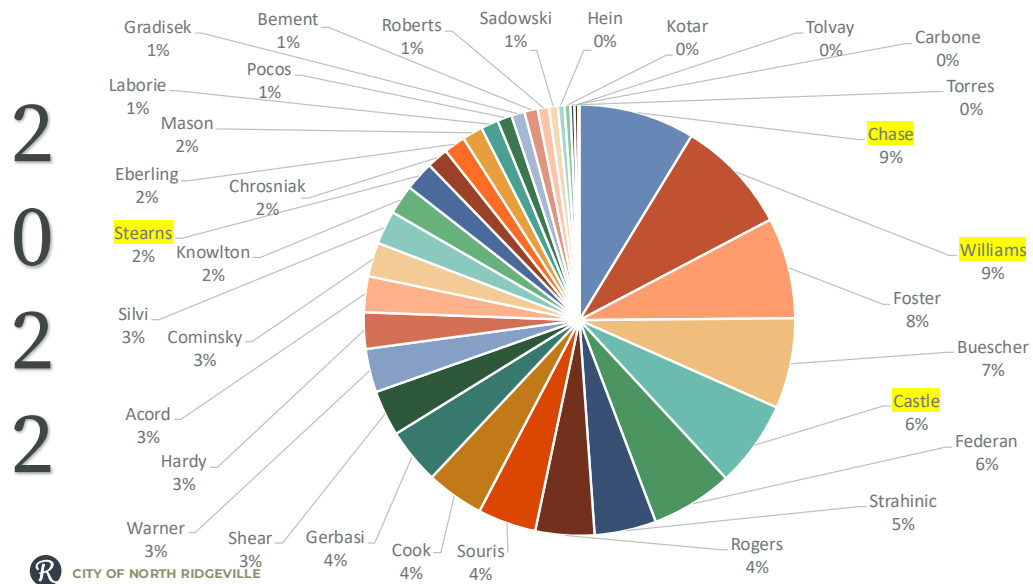


10-YEAR RESPONSE TOTALS

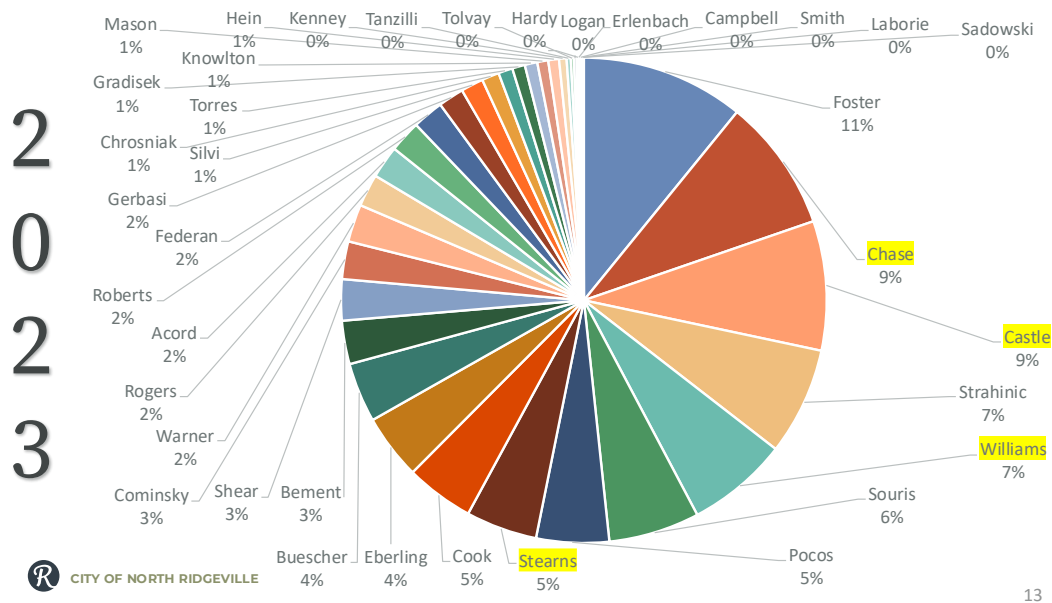


CITY OF NORTH RIDGEVILLE

5-year increase = 32%
10-year increase = 57%



12



13



Proposed Staffing Model

- 39 Line Personnel
- 13 per Shift
- 1 Captain, 3 Lieutenants, 9 Fire Fighters
- 10 People scheduled each shift, but we will operate with a minimum of 9 personnel
- 3 Personnel allowed off each shift
 - 1 Officer, 2 Fire Fighters
- Any single openings, injuries, FML, or call offs (sick) will not result in overtime to maintain 9 minimum

CITY OF NORTH RIDGEVILLE

14

Benefits of Proposed Staffing Model

- Increase in number of days with extra person for tours, details, training, etc. Currently, there is never an extra person.
- Will allow on-shift officers more time to assist with administrative duties.
- Although it will result in an increase of total wages, it will have a significant effect on reducing overtime.
- It will move the City and Fire Department one step closer to the inevitable fourth crew each day.
- It will help in preventing shifts where the department runs below a 9-person minimum. This will result in safer conditions for the community and staff.
- Protects mental health of personnel and reduces the risk of burnout.



CITY OF NORTH RIDGEVILLE

Crime In Cities Around North Ridgeville

City	Population	Count Raw	Total Crime / 100k People	Property Crime / 100k People	Violent Crime / 100k People
Elyria, OH	52,902	1,112	2,102.0	1,903.5	198.5
Strongsville, OH	45,703	421	921.2	853.3	67.8
Westlake, OH	33,734	155	459.5	418.0	41.5
North Olmsted, OH	31,641	474	1,498.1	1,409.6	88.5
North Royalton, OH	30,687	174	567.0	527.9	39.1
Avon Lake, OH	25,846	130	503.0	433.3	69.6
Rocky River, OH	21,309	168	788.4	708.6	79.8
Broadview Heights, OH	19,490	30	153.9	143.7	10.3
Fairview Park, OH	16,821	105	624.2	552.9	71.3
Seven Hills, OH	11,516	88	764.2	668.6	95.5
North Ridgeville	35,481	160	432.8	392.2	40.6
	3 rd largest		2 nd least	2 nd least	2 nd least

Property Crime Rates In North Ridgeville**145**

Property Crimes

392.2

Property Crimes / 100k People

-79.93%

Below The National Average

- There were 145 property crimes in North Ridgeville in the last reporting year.
- The property crime rate in North Ridgeville is 392.2 per 100,000 people.
- You have a 1 in 255.0 chance of being the victim of a property crime in North Ridgeville each year. That compares to a 1 in 0.0 chance nationally.
- That's -79.93% lower than the national rate of 1,954.4 per 100,000 people.
- And -78.80% lower than the Ohio property crime rate of 1,850.3 per 100,000 people.

**Violent Crime Rates In North Ridgeville****15**

Violent Crimes

40.6

Violent Crimes / 100k People

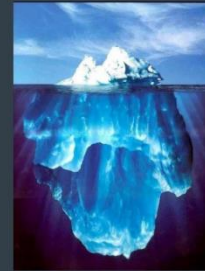
-89.03%

Below The National Average

- There were 15 violent crimes in North Ridgeville in the last reporting year.
- The violent crime rate in North Ridgeville is 40.6 per 100,000 people.
- You have a 1 in 2,464.5 chance of being the victim of a violent crime in North Ridgeville each year. That compares to a 1 in 323.9 chance statewide.
- That's -89.03% lower than the national rate of 369.8 per 100,000 people.
- -86.86% lower than the Ohio violent crime rate of 308.8 per 100,000 people.

Engineering Division

Behind the Scenes

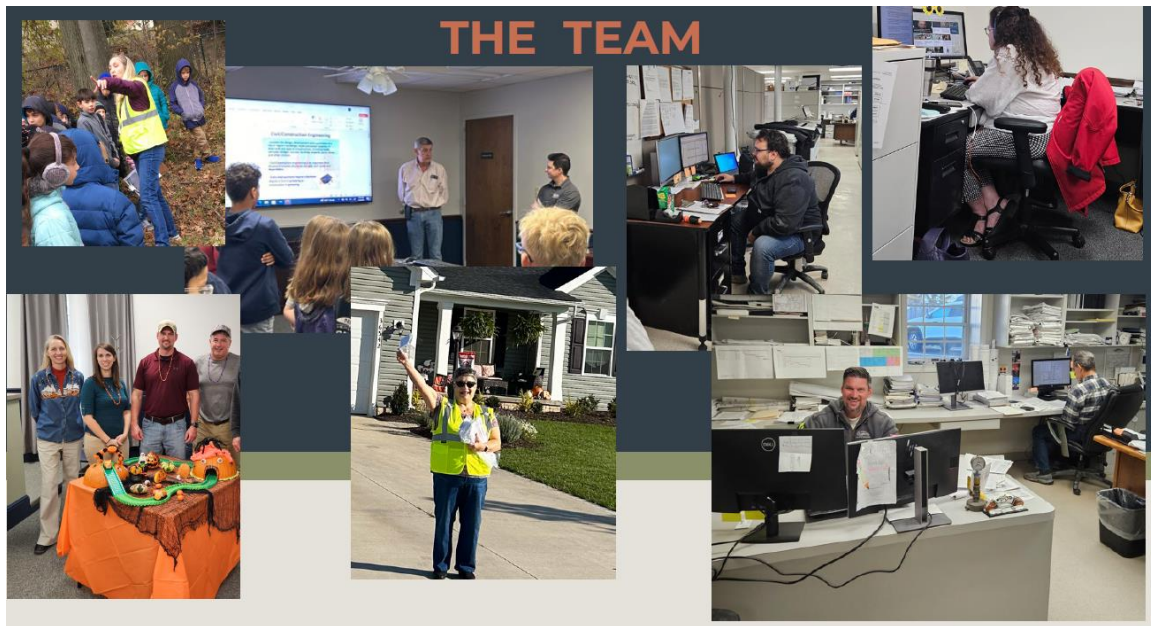


CITY OF NORTH
Ridgeville
EST 1810

November 21, 2024

ACHIEVEMENTS

Capital Improvements
OEPA Reporting
Public Works Liaison
Valued Talent
Culvert Inventory
Engineering Permits
Ordinance Overhauling
Developer's Agreement



Ordinance Introduction

[illegible]

CHAPTER 1010 ENGINEERING PERMITS AND FEES

1010.01 PERMIT FEES
1010.02 ADDITIONAL FEES
1010.03 PLAN REVIEWS AND INSPECTIONS
1010.04 COMPLETION OF FINAL GRADING
1010.05 CASH DEPOSIT OR BOND TO GUARANTEE COMPLETION OF GRADE
1010.06 FIRE HYDRANT USE PERMITS

1010.01 PERMIT FEES

Applicable fees shall be collected by the City Engineer prior to issuance of a permit. The fee for those miscellaneous engineering permits specified in this section shall be as follows:

(a)	Apron, curb cut	\$80
(b)	Backflow preventer	\$50
(c)	Curb pipe-ditch enclosure	\$80
(d)	Downspout	\$80
(e)	Grading	\$80
(f)	Lawn sprinkler/irrigation system	\$80
(g)	Overhead trucks	\$10
(h)	Sanitary lateral and/or clean out	\$10
(i)	Sanitary trap-at-man	See Chapter 104
(j)	Sidewalk	\$80
(k)	Small cell wireless facility	\$250
(l)	Storm sewer	\$80
(m)	Street opening	See Chapter 102
(n)	Tree cleaning (1/tree)	\$150
(o)	Water meter	\$10
(p)	Water	See Chapter 104
(1)	Water tap at man	See Chapter 104
(2)	Service connection	See Chapter 104

1010.02 ADDITIONAL FEES

(n) **Credit Card Fee.** A convenience fee may be applied to any credit card transaction amount sufficient to cover the City's administrative cost of processing payment.

(o) **Work Without Permit.** Where work for which a permit is required is started prior obtaining such permit, the fees required by such permit shall be doubled, but the of such double fee shall not relieve any person from fully complying with the requirements of this chapter or other applicable codes.

Residential Permit Fee Schedule

[illegible]

CITY OF NORTH SIDGEVILLE

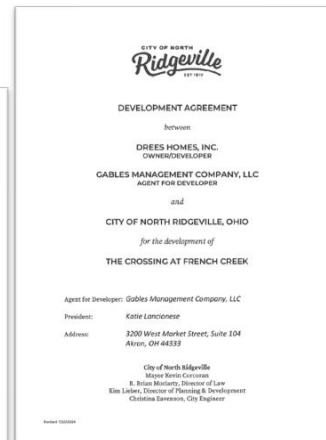
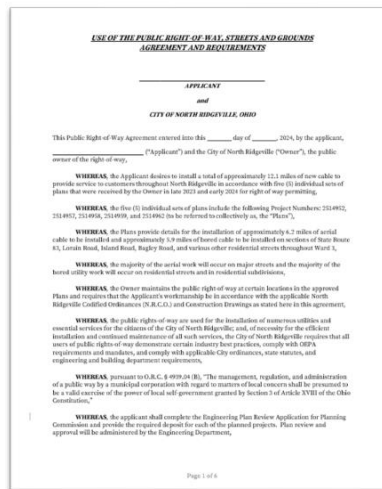
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enlightenment.org

4

Agreement Revisions

- Development Agreement
- ROW Agreement



5

Backflow Prevention & Cross Connection Program

- BF Program protects the PWS
- About 2,000 BF devices require annual passing tests
- Noncompliance results in the water being shut-off
- About 400 commercial users are obligated to complete a cross-connection survey annually.
- 20% of commercial users will receive a full inspection of their water system



Reduced Pressure Backflow



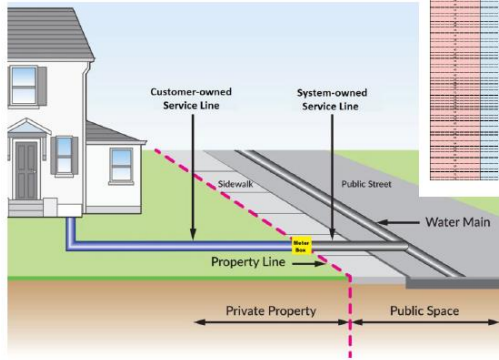
Pressure Vacuum Breaker



CROSS CONNECTION CONTROL SURVEYS							
This form is intended for use as a generic survey form:							
Customer Name: Address: Type of Business: Customer's Phone Number: Survey Number: Survey Date: Water Use/Disposal Process: Installed:							
Yes	No	See	Size	Manufacturer	Model	Serial Number	Draw Location
HAZARDOUS				MISC EQUIPMENT			
AC Acid:	☐	Antifreeze:	☐	AC Acid 1000	☐	AC Acid 1000	☐
AC Acid 2000:	☐	Antifreeze 2000:	☐	AC Acid 2000	☐	AC Acid 2000	☐
Antifreeze:	☐	Antifreeze 2000:	☐	Antifreeze	☐	Antifreeze	☐
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Antifreeze 2000:							

6

Service Line Inventory Program



OFFICIAL RECORD
11/1/2024 1:28 PM

Service Line ID	Service Line Type	Material	Length (ft)	Depth (ft)	Location	Notes
1	Customer-owned	Galvanized Steel	150	3	1234 Main St	Lead pipe
2	System-owned	Galvanized Steel	200	4	5678 Main St	Lead pipe
3	System-owned	Galvanized Steel	100	3	9012 Main St	Lead pipe
4	System-owned	Galvanized Steel	120	3	3456 Main St	Lead pipe
5	System-owned	Galvanized Steel	180	3	7890 Main St	Lead pipe
6	System-owned	Galvanized Steel	140	3	2345 Main St	Lead pipe
7	System-owned	Galvanized Steel	160	3	6789 Main St	Lead pipe
8	System-owned	Galvanized Steel	110	3	1012 Main St	Lead pipe
9	System-owned	Galvanized Steel	130	3	4567 Main St	Lead pipe
10	System-owned	Galvanized Steel	170	3	8901 Main St	Lead pipe

- New OEPA requirement to verify by sight or historical records that there is no lead or galvanized steel pipe used for all 15,000 water service laterals
- Over 6,000 were classified as unknown and mandates further investigation

 CITY OF NORTH RIDGEVILLE

7

Drinking Water Community Metrics (DROP Report)

Ohio Community DROP Worksheet
Community public water systems can use this worksheet to submit data a request for the annual metrics application.

Water System Name: **City of North Ridgeville Water and Sewer Services** Report Year: **2022** (Required 4/1/2023)

By Contact Name: **John J. Smith, Jr., City Engineer** Phone Number: **(440) 333-4567**

Community Metrics: **Yes**
Did the public water system operator for a part of 2022 and/or water utility operator in 2022? This information will be used to determine if you are required to submit metrics information. If Yes, Submit form without filling out, if No, continue with your metrics.

Water System PWS Operating? **Yes**

Reporting Item	Value	Comments/Notes
1. Total water system expenses (Include the total amount paid for the water utility reporting year (e.g., chemicals, operation & maintenance, depreciation, debt service))	\$1,234,567.89	See Note 1
2. Total water system revenues (Include any break through in the fall during the reporting year (e.g., water rate increases, and surcharges))	\$987,654.32	See Note 2
3. Total number of water connections (Does not include any or less than 1/2 inch (15.24 mm) or less) (If the reporting year is 2022, include the number of connections at the end of the reporting year.)	1,234	See Note 3
4. Total number of water main breaks (Does not include number of water main breaks that occurred in the distribution system during the reporting year. Does not include distribution system breaks that occurred in the reporting year.)	5	See Note 4
5. Total length of water main (Does not include any distribution pipe added or removed outside of the reporting year.)	1,234,567 ft	See Note 5

- The Ohio EPA requires all PWS to submit annual metrics.
- These metrics are used to determine if further investigation by the OEPA will be required and in calculating the LTO Fee.
- Metrics include:
 - Total expenses
 - Revenues
 - Number of service connections
 - Watermain breaks
 - Length of new watermain
 - Total water metered
 - Total water unmetered
 - Total water billed
 - Description of work done

 CITY OF NORTH RIDGEVILLE

8

Consumer Confidence Report

- The Engineering Division creates and issues the Consumer Confidence Report each year.



 CITY OF NORTH RIDGEVILLE

[illegible]

9

Culvert Inspection Program

56 culverts or pipes at roadway crossings 3ft - 10ft in size



Inspection Completed	BA	Water Inspection Only	BA	Complete Inspection	BA			
North Ridgeville GIS Culvert, Bridge, Pipe Information								
Address	Street	Rating	Waterway	Material/Type	Length	Size	Yr. Acquired	Life (Yrs)
17000	Avon Drive		Myers Brook Tributary 1	RC	320'	3'		
18003	Avon Drive	BA	Myers Brook Main Branch	Concrete Box Culvert	140'	8' x 9'	2001	45
9070	Avon Bridges Rd	BA	Woods Creek Main Branch	RC (Circular)	55'	20" x 40" (2)		
8000	Avon Bridges Rd	BA	Phelan Brook Main Branch	Concrete Box Culvert	40'	4' x 6'	1990	8
Not Inspected and Closed	Alumacut Rd E	BA	Stearns Brook Main Branch	RC	150'	5.5'		



Use Search for the North Ridgeville inspection only.

Sanitation Structure is near downstream. Inside Box and near side slope is eroded. Check for. Sanitation culvert is present. New Culvert may be installed.

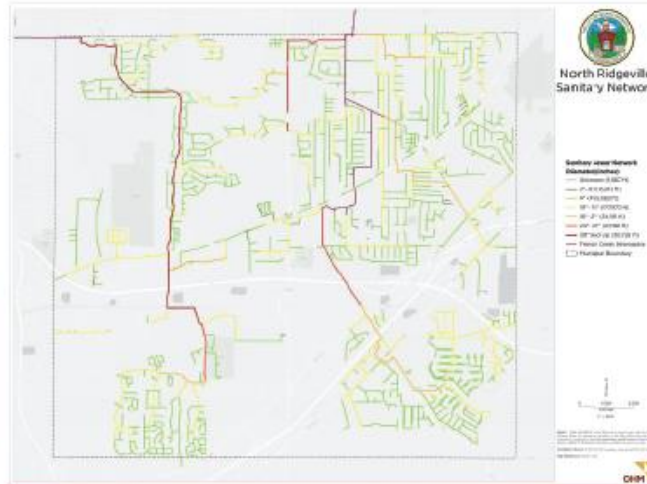
If workers cut into culvert and inside pipe should be replaced.

 CITY OF NORTH RIDGEVILLE

10

Master Sanitary Plan

- The City retained AECOM in 2022 to provide an updated sanitary road map
- AECOM implemented over 35 flow meters to divide the city into subwatersheds to be further analyzed
- Need I&I resolution



11

Federal Requirements as Receiver of Federal Funds

- Many of our projects receive outside funding
- Some projects have multiple funding sources
- Engineering provides a report to Finance for their SEFA needs every year



Stoney Ridge, Mills Road, and Avalon Drive RAB					
KMU Contract Allowance					
\$1,661,625.00					
		Encum. Budget	Pay App 1	Pay App 2	Pay App 3
Water	632.644.422006	\$188,000.00			
Sewer	660.675.422006	\$175,000.00	\$21,844.20		
Roadway	225.223.421003	\$706,600.00			
OPWC Grant		\$409,500.00			
OPWC Loan		\$78,000.00			
Capital	410.600.421003	\$104,725.00			
NOPEC FUNDS	292.292.421003	\$252,811.00	\$252,811.00		
Total:			\$274,655.20		\$274,655.20



12

Stormwater Utility Program (SWU)

- Enacted by NRCO in 2019
- Current ERU rate is \$4.69
- Program collects over \$1 million in revenue annually
- 400 commercial properties
- Engineering reviews revisions to commercial impervious surfaces annually
- Triennial reporting required



13

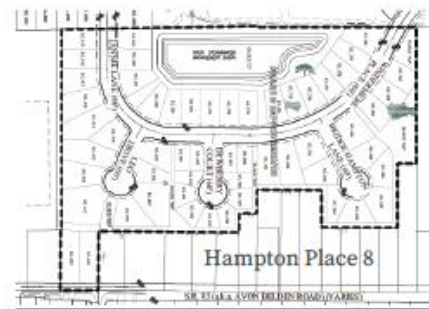
Residential Development

120 New
Individual
House Topos

The Crossing at
French Creek



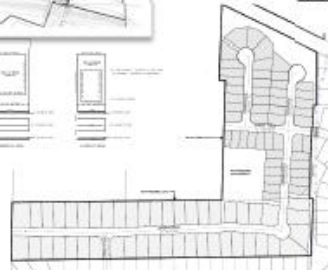
Ridgeville Farms



LOT SUMMARY

NUMBER OF CLUSTER LOTS: 13 UNITS
NUMBER OF SINGLE FAMILY LOTS: 44 LOTS

North Ridge Pointe 9



14

Drainage Complaints

- Engineering receives dozens of calls throughout the year related to flooding
- Limited to how we can help



15

Support To Other Departments



Root Road
Soccer Parking
Lot



Police
Station



16

2024 Full Depth Concrete Pavement Replacement



- The City's contractor replaced over 7,000 SY's of concrete on five (5) residential streets in 2024



17

2024 Full Depth (Cont.)



18

2024 Catch Basin Repairs

- The City's Contractor repaired 50 Catch Basins in 2024

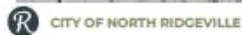


CITY OF NORTH RIDGEVILLE

19

2024 Traffic Paint Striping

- The City's Contractor painted more than 40 centerline miles of roadways throughout the City in 2024



CITY OF NORTH RIDGEVILLE



20

2024 Crack Sealing

The City's Contractor crack sealed approximately 7.7 centerline miles of roadways in 2024



21

2024 Hydrant Replacement Project

- The City's Contractor replaced 35 hydrants throughout the City in 2024.



22

Maddock Road Box Culvert Replacement at Watson Ditch

- The City's Contractor is currently wrapping this project up. The culvert (now officially a bridge) will be opened to traffic before the end of the year.



Exposed Reinforcing Rebar

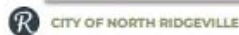


Locating Existing Water Main



23

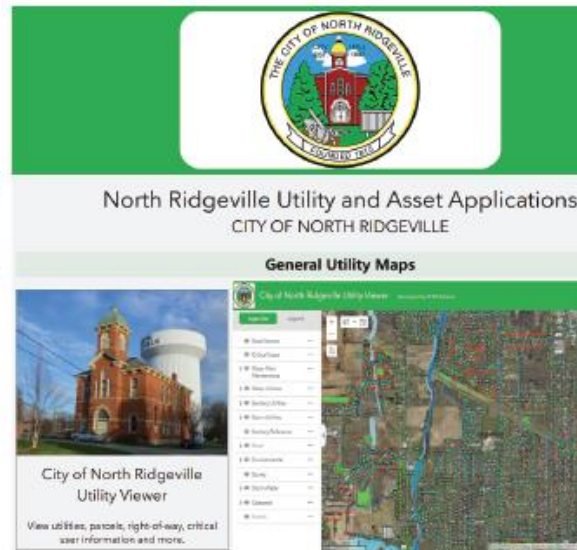
Stoney Ridge Road, Mills Road and Avalon Drive "Peanut-Shaped" Roundabout



24

GIS Updates

- ArcGIS system down for 2 years
- Catching up on all new subdivision assets added
- Water main replacements, i.e. for bridges and hydrant replacements
- Other Opportunities
 - traffic lights
 - street lights
 - City owned easements
 - Defined wetlands



Contingency Plan and Emergency Preparedness Plan Development and Execution

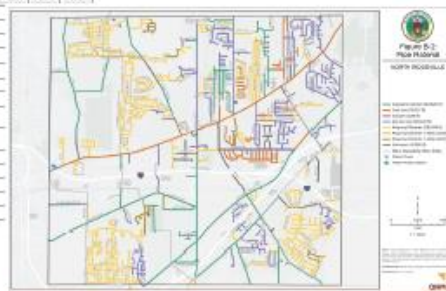
Exercise Contingency Plan

1. Assess critical public water systems that provide the water to the city of North Ridgeville. The assessment should include the following:
 - a. Identification of critical water systems
 - b. Identification of critical water systems
 - c. Identification of critical water systems
2. Develop a contingency plan for each critical water system. The plan should include the following:
 - a. Identification of critical water systems
 - b. Identification of critical water systems
 - c. Identification of critical water systems
3. Develop a contingency plan for each critical water system. The plan should include the following:
 - a. Identification of critical water systems
 - b. Identification of critical water systems
 - c. Identification of critical water systems

OC 176-01-01 (01/01)

Any revision of public water system contingency plan should be reviewed and approved by the City Council.

City Council	Year	Year	Year	Year	Year
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29					
30					



- Organizational Chart & Contact Info.
- Water System Policies incl. O&M
- Required Programs
 - Hydrant Flushing
 - Valve Exercising
 - Storage Tank Review
 - Other Maint.
- Identify Community Metrics
 - Critical Users
 - Risk Assessments
- Asset Management Plan
- CIP
- Demonstration of Financial Capacity

Infiltration and Inflow (I&I) Program

- Burdens the capacity of the sanitary sewer system
- Stormwater that enters the sanitary sewer must pass through the FCWTP, significantly raising operational costs for the facility
- Example – Auresen, Behm and Noll normally estimated at \$150/day to treat, if wet weather is 1259% more than \$1,900/day

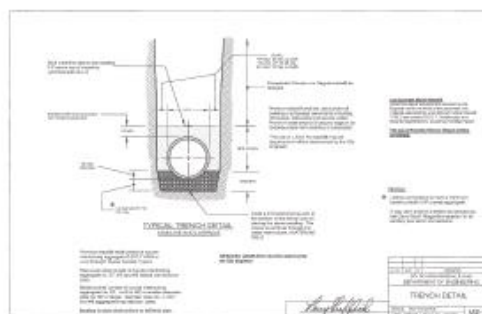


29

Administrative Work

Standard Construction Drawings (SCD)

Old Format



New Format



30

Master Water Plan

- The City had retained OHM Advisors in 2022 to analyze the City's water main network and provide a summary showing the overall health and areas that are most in need of replacement.
- The Division had to put this project on hold due to workload, higher priority projects and staffing shortages at the time.

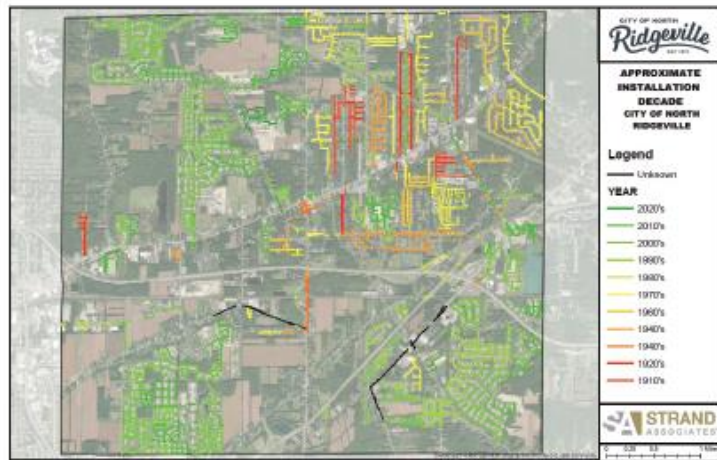


 CITY OF NORTH RIDGEVILLE

31

Master Stormwater Plan

- The City had retained Strand and Associates, Inc. in 2022 to analyze the City's storm sewer network and provide a summary showing the overall health and areas that are most in need of replacement.
- The Division had to put this project on hold due to workload, higher priority projects and staffing shortages at the time.



 CITY OF NORTH RIDGEVILLE

32

Stormwater Pollution Prevention Plan (SWPPP) & MS4 Permits

MS4 Permit conditions:

- Public Outreach
- Public Participation
- Illicit Discharge Detection & Elimination
- Construction Site Runoff Control
- Post-Construction Runoff Control
- Pollution Prevention for Onsite Municipal Operations



33

Pavement Conditions Rating (PCR)

- Last prepared in 2019 needs updated
- The City has approximately 175 centerline miles of roadways that we are responsible for maintaining



34

2025 CAPITAL IMPROVEMENT HIGHLIGHTS

SR 83 & Chestnut Ridge RAB

Crash Statistics (2017-2019)	
• 25 Total Crashes	
• 7 Injury Crashes	
• 18 Property Damage Only	
• 11 Rear-End Crashes (44%)	
• 5 Left-Turning Crashes (20%)	
• 4 Right-Turning Crashes (16%)	
• 4 Angle Crashes (16%)	
• 1 Side-Swipe Crash (4%)	



Sugar Ridge PRV Vault



 CITY OF NORTH RIDGEVILLE



37

Cypress Avenue Extension



 CITY OF NORTH RIDGEVILLE



38

Sugar Ridge Road Sanitary Sewer Extension

CITY OF NORTH RIDGEVILLE SUGAR RIDGE ROAD SEWER EXTENSION

LORAIN COUNTY, OHIO
CITY OF NORTH RIDGEVILLE Project
ISSUED: February 2022



39

Sugar Ridge Road Rehabilitation & RAB at Bender



40

CDBG-Carolyn, Luanne, & Monica Resurfacing



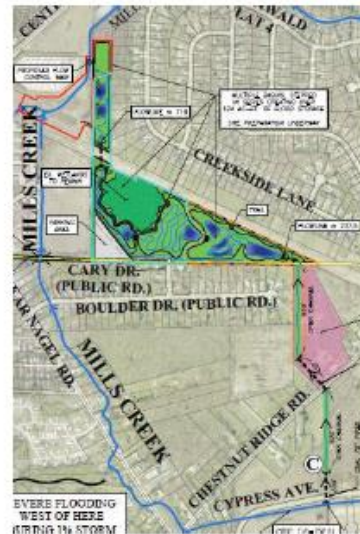
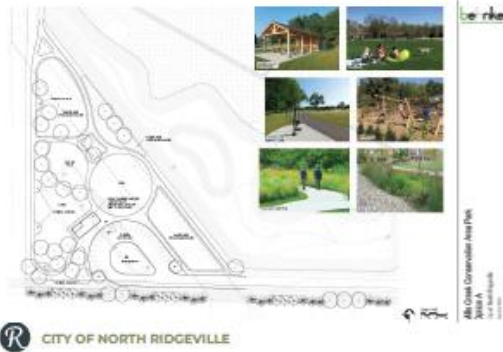
41

Lorain Road Bridge over NSRR



42

Mills Creek Flood Control Basin



43

At Grade Separation for Race Road

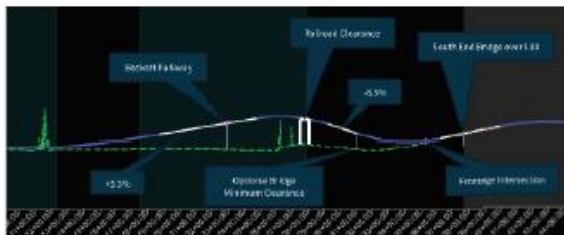


Figure 7 - Overpass Profile Details



44

THANK YOU



2025 Public Works

Accomplishments



Storm

- Maddock Emergency Road/ Watson Ditch Main Branch
- Ridgeway Creek Main Branch (Lakeridge south to the Ohio Turnpike)
- Root and Chestnut Emergency Road/French Creek Ditch
- Stearns Ditch Project (Shaw Shaker Area)
- Krueger Dive Ditch
- Davis Ditch
- Welter Ditch and Culvert Replacement on Mills Rd
- Krebs ditch (from Lewis street to Mills Rd)
- Batner Ditch Main Branch (Liberty Elementary)



2

Street

- **PAVING**
- Cadet
- Aurensen
- Noll Drive
- Laurel Cir
- Sugar Ridge
- Meadow Creek Oval
- Barres Rd
- Manning Cir
- Glen Drive



3

Water/ Sewer

Only 3 Water Main Breaks!!!!!!

15 service line repairs

40 Hydrant replaced

45 curb boxes replaced

6 main water valves replaced

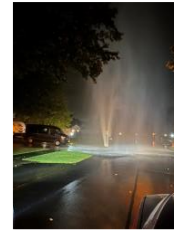
8 main water valves repaired

Sewer

Over 6000 Locates

Repaired pump at Becker lift station

Jetting and camera inspections



4

City Garage

- 780 work orders completed to date
- Trucks Oil Sprayed
- Trucks ready for Winter
- Emergency vehicle Maintenance



5

2025 Equipment Schedule

Service Department



Single Axle Dump/Plow/Salt Truck

- Everyday use, This vehicle will also serve as a snow plow vehicle in the winter.



7

Single Axle Dump Truck

Dump Truck used for Hauling dirt, stone or waste from water breaks or other service projects.



8

Bolt Bins

- Establish the correct inventory level for each part.
- Determine a call frequency for your location that ensures the established inventory levels are maintained and facility is organized.
- Provide customized purchasing reports. These reports allow management visibility to key areas of usage including frequency, dollars spent, fill rate, and product category sales and are available in a variety of formats including on-line, email, fax and hard copy. This information can be an extremely valuable tool for your management personnel for budgeting and inventory adjustments.
- Control and/or delete obsolete inventory.
- On-line ordering availability.
- Monitor performance and implement change through documented review process.
- Reduction of vendors which can save an average of 15% on the reduction of paperwork alone, not even considering labor, shipping and other associated costs.



9

Outfit Two Single Axle Dump Trucks

These dump trucks were purchased in 2024 and will need outfitted.



10

Loader

Loader used for daily operations.



11

Two one -Ton Dump/Plow/Salt Truck

Used for smaller projects when large vehicles cannot access location.
Plowing/salting homes and city parking lots.



Utility Truck

Utility truck used for operators with Lockable tool storage.



New Patch Roller

Used for road repair and general road maintenance.



Camera Van

We currently have one camera van for Storm, sewer and emergency inspections. Parts for the equipment are expensive and usually on back order.



City Garage

Utility Truck

New Utility Truck With Lift Gate For Onsite Repairs.



THANK YOU



DRAFT

**NORTH RIDGEVILLE BOARD OF ZONING AND BUILDING APPEALS
MINUTES OF
REGULAR MEETING – THURSDAY, OCTOBER 23, 2025**

CALL TO ORDER:

Chairwoman Masterson called the meeting to order with the Pledge of Allegiance at 7:00 PM.

ROLL CALL:

Present were members Brad Weaver, Planning Commission Liaison Frank Toth, Vice-Chairman Paul Graupmann and Chairwoman Linda Masterson.

Also present were Council Liaison Cliff Winkel, Chief Building Official Guy Fursdon, Planning and Development Director Kimberly Lieber, Assistant Law Director Toni Morgan and Deputy Clerk of Council Tina Wieber.

Member James Cain was excused.

MINUTES:

Moved by Masterson and seconded by Toth to approve the September 25, 2025 meeting minutes.

A roll call vote was taken and the motion carried.

Yes – 4 No – 0

PLANNING COMMISSION REPORT:

Chairwoman Masterson asked if there was a Planning Commission Report.

Planning Commission Liaison Toth noted that at the Planning Commission regular meeting of October 14, 2025 the Commission discussed the following item:

O 2025-110 An Ordinance amending Sections 1266.02, 1268.02, 1270.02, and 1272.04 of the North Ridgeville Zoning Code to update use regulations for automobile service station and gasoline station.

He stated that after discussion of the ordinance and its effects on existing and future businesses, the Commission voted 4-0 to table the item until the next regular meeting on November 12, 2025. He mentioned that also at the meeting that Director Lieber informed the Commission of several new businesses receiving administrative approvals for Certificates of Zoning Compliance including a ballet studio, a childcare center and preschool, a permanent makeup-beauty studio, a gymnastics and tumbling center, an automotive service garage, a medical services group and a distribution/light assembly manufacturing center. These seven businesses were granted approvals in the month subsequent to our last Planning Commission meeting in September, further demonstrating the success the administration is experiencing with attracting new businesses to North Ridgeville. He added that these are exciting times for our growing community.

OTHER REPORTS OR CORRESPONDENCE:

PUBLIC HEARINGS:

PPZ2025-0382 Andrew Bennie, 51 Cadet Drive, PPN 07-00-022-105-014

Proposal consists of constructing a breezeway roof connecting house and detached garage. Property is zoned R-1 Residence District. Requests:

1. A 10-foot variance for setback of a detached private garage from a dwelling. Applicant shows 0 feet, code requires 10 feet, Section 1294.03(a).
2. A 270-foot variance for area of a detached private garage. Applicant shows 946 square feet, code allows 676 square feet, Section 1294.03(d)(1).

Application was read.

Chairwoman Masterson asked if there was a representative for the application.

Andrew Bennie, 51 Cadet Dr, North Ridgeville, OH 44039, was sworn in.

Chairwoman Masterson asked Director Lieber for her administrative review.

Director Lieber stated that the applicant was proposing to construct a breezeway between the existing dwelling and the detached garage. She explained that the garage was 22 by 28 feet and was permitted and constructed in 2023. She indicated that the breezeway would connect to the dwelling, but the roofed piece would span the full 22-foot width of the garage, covering what seemed to be about a 15-foot gap between the structures. Just doing that math, the addition would add up 330 square feet of roofed area to the existing 616 square foot building, bringing the total garage area to 946 square feet, so that would exceed the allowable size by 270 square feet. She indicated that because the breezeway connected the two structures, the garage effectively attached to the dwelling rather than maintaining that required 10-foot separation requiring that second variance for separation of a detached garage.

Chairwoman Masterson asked the applicant to present his application.

Mr. Bennie stated that he just wanted to have a patio roof bigger than the 6 foot that was all that he would be allowed off of his patio. He explained that he just wanted to go ahead and make a breezeway go all the way across and then put the flat roof next to it so he could park his car under there and have a roofed patio as well.

Chairwoman Masterson asked if he was wanting to connect it and have it open.

Mr. Bennie said that was correct, no walls, just the roof.

Chairwoman Masterson asked if the Board approved the flat roof part over the garage area in the breezeway, he would be enclosing the breezeway with walls and if that was correct.

Mr. Bennie stated that no, nothing was going to have a wall.

Chairwoman Masterson asked Chief Building Official Fursdon that if the Board approved the roof, could he go back at a later time and put walls up without having to come back before the Board.

Mr. Fursdon stated that he didn't see why he couldn't. He wouldn't be changing the square footage of it.

Chairwoman Masterson asked him if he had looked into other ways to address the situation.

Mr. Bennie asked what she meant.

Chairwoman Masterson stated that she was just asking for a reason as to why he wanted this.

Mr. Bennie stated that he could only go a little bit less than 6 foot to have a patio roof and that wouldn't even be worth it really.

Planning Commission Liaison Toth asked Chief Building Official Fursdon for clarification, if he would explain how it was viewed for attachment, and if the breezeway would be attached to the house or the garage, and then with the flat roof, obviously would be considered attached to the garage.

Chief Building Official Fursdon stated that from what he had seen in the review the breezeway was attached to both the house and the garage. The flat roof was just attached to the garage, and he believed it had a corner post.

Planning Commission Liaison Toth asked if he backed that breezeway off from the garage just a bit so it wasn't attached, would that reduce that square footage by the breezeway.

Chief Building Official Fursdon stated that it wouldn't diminish it that much and it still wouldn't be 10 feet away from the house.

Planning Commission Liaison Toth commented that they were looking at he had no 10 feet between the structures with the breezeway connecting the house to the garage and asked if he was considering the breezeway connecting the house to the garage in the square footage of the garage then now.

Chief Building Official Fursdon stated that he believed the Director did, yes.

Planning Commission Liaison Toth remarked the entire breezeway, that entire L shape, was now considered attached to the garage and part of that square footage. He asked if there was any way that could be split somehow so that they wouldn't be looking at such a large variance on the garage square footage.

Chief Building Official Fursdon stated that that would be a question for the applicant because he wasn't sure what all his intention for the flat roof was. He commented that he could see the breezeway as a walkway to get to the garage would be to get out of the weather, but he wasn't sure what his intention of the flat roof was.

Planning Commission Liaison Toth asked Mr. Bennie if he could answer that question for them.

Mr. Bennie stated it was mainly to park his vehicle underneath but to have the bigger patio area under roof.

Chairwoman Masterson explained that because he was for requesting relief from the building code, they

were asking what his hardship was. She stated that she understood him wanting to attach the garage to the house but that in that neighborhood, the houses were really tight and tiny and there was a lot more house than there was land around it. She discussed that if they were to approve something like that, they would be setting the stage for other people to come and say that they had set precedent. She stated that her area of concern was that she was just wondering why he needed such a large overhang over the garage.

Mr. Bennie stated that he didn't if they wouldn't let him. He stated that he just threw that in there.

Chairwoman Masterson asked if he was just wanting more the breezeway.

Mr. Bennie stated that he wanted a bigger patio area mainly.

Chairwoman Masterson stated that that would be the breezeway.

Mr. Bennie stated that it was correct.

Chairwoman Masterson asked if he would be willing to make the flat roof over the garage smaller.

Mr. Bennie stated that he would.

Planning Commission Liaison Toth asked if he had the dimension of the width of that breezeway.

Mr. Bennie stated that it was roughly 8 feet, and he thought it was a little less than 16 feet from the garage to his house.

Planning Commission Liaison Toth commented that it was roughly 8 by 16.

Mr. Bennie stated that was correct.

Chairwoman Masterson asked if anyone else had any comments, concerns or input.

Director Lieber stated that if that would add 96 square feet to the existing 616 square feet, that would still be beyond the current code allotment for detached garage. She commented so the existing garage 616 + 96 for just the breezeway, that's what they were talking about and asked if that was correct.

Chairwoman Masterson stated that was correct.

Director Lieber stated that that would still exceed the 676 and there would still be a variance required for area.

Chairwoman Masterson stated that was correct, but that it would be a much smaller variance.

Director Lieber stated that was correct.

Chairwoman Masterson stated that as always directed by the Assistant Law Director, they would need to

separate the two variance requests and vote on each individually. She stated that there was a variance request for the setback and then there was a variance request for area. She asked regarding the variance request for the flat roof extending over the garage, if that was something that he needed, and did it have to be that big, and did he have to have it.

Mr. Bennie stated no, but he would like to have it.

Chairwoman Masterson read through the Duncan Factors and responses included in the member packets. She stated that she had a problem granting a variance when there was no reason other than it was something that he wanted and it wasn't allowed under the building code. She stated that she would feel a lot better if it were smaller. She indicated that she had a couple of different suggestions for him and that they could table the application and have him come back. They could take a vote on it as it was submitted, or he could change something.

Mr. Bennie asked that if he changed something, did he have to come back or just submit another drawing.

Chairwoman Masterson stated that he would just have to give the Board a different drawing and just tell them what they if he was going to do something smaller. She explained that she couldn't tell him what to build and she couldn't make a suggestion. She was just telling him that at that point in time that she was just a little concerned about how big of a variance it was.

Mr. Bennie said that he could make it smaller.

Assistant Law Director Morgan stated that in looking at the agenda, how it's posted, and it talks about a breezeway connecting the house and the garage, and that when she first looked at it she thought it was 16 feet by 8 feet, and that that was the only area on it and that's more consistent with a breezeway. The other part might be something that he could be more flexible on.

Mr. Bennie stated that he could make it smaller if that was what they meant.

Assistant Law Director Morgan asked what the purpose of the additional section was beyond that.

Mr. Bennie remarked just a bigger area, and to park his vehicle under.

Director Lieber stated that it was never a good position for the BZBA to be in a negotiating place with an applicant because also you have four members for tonight, but you all might have different opinions that you might not share, but it does seem as though just based on comments she heard that maybe as a total, the Board wasn't leaning towards granting approval of the application, so maybe it would be in the applicant's best interests just to request to be tabled and to come back with a modified proposal. She mentioned that she wouldn't advise on what level of code deviation she was okay with because again, every member might have their own position and on those variance requests.

Chairwoman Masterson explained that one of the reasons she was suggesting that they table the application was because if the Board took a vote, once they took a vote and the decision was made, the only place that he could appeal their decision was to the court. She asked if he wanted to table it.

Mr. Bennie stated that he did.

Moved by Masterson and seconded by Toth to table the application until the next meeting.

A roll call vote was taken and the motion carried.

Yes – 4 No – 0

ADJOURNMENT:

The meeting was adjourned at 7:24 PM.

Linda Masterson
Chairwoman

Tina Wieber
Recording Secretary/Deputy Clerk of Council

Thursday, November 20, 2025
Date Approved

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
MINUTES OF THE
REGULAR MEETING – MONDAY, OCTOBER 27, 2025**

CALL TO ORDER

The meeting was called to order at 5:00 PM.

ROLL CALL

Present was Secretary Amie Espinosa-Gonzalez, Co-Chairwoman Cheryl Farver and Chairman Sam Spann.

Also present was Assistant Law Director Toni Morgan and Deputy Clerk of Council Tina Wieber.

APPROVAL OF MINUTES

Regular Meeting Minutes of September 22, 2025

Chairman Sam Spann stated that the Commission received the meeting minutes from the September 22, 2025, meeting and asked if there were any comments, questions or corrections.

None were given.

Moved by Spann and seconded by Farver to approve the September 22, 2025 meeting minutes.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

REPORTS

Promotion of Police Sergeant Allen Crawford II dated September 19, 2025.

Chairman Spann stated that the Commission received the oath of office regarding the promotion of Police Sergeant Alan Crawford dated September the 19th, 2025 and congratulated him on his recent promotion.

O 2025-136 **An ordinance amending Ordinance 5679-2019 which authorized the inclusion of non-written assessments for the positions of Police Chief and Police Captain.**

O 2025-137 **An ordinance amending Ordinance 5681-2019 which authorized the inclusion of non-written assessments for the positions of Fire Chief and Assistant Fire Chief.**

Chairman Spann stated that the Commission received two new ordinances and would turn it over to the Assistant Law Director and Deputy Clerk of Council for discussion.

Assistant Law Director Morgan stated that she was currently looking at Ordinance 2025-137 regarding the Fire Chief, but the two of them were written in very similar language. She explained that the little difference was in Sections 2,3 and 4 and that just reiterates the Rule of Three and they already had that.

She discussed that they wanted to have that wording in legislative form, but that was not new to them it was just now stated in the ordinance as well. She added that if there were any sections in the rules and regulations which the wording might need to be changed due to those ordinances, Tina volunteered to look for those and if they needed to they could make any changes and bring it to them next time to look at and then at the following meeting after that the Commission could vote on them. She explained that the really dramatic change was to fix what was seen as an issue with the upper management levels of both police and fire, the written test, which was just a multiple choice or something of that nature had such a heavy emphasis with them and they and the administration and most people in those positions as well agreed that what you're looking for in those people are leadership, character and management skills, those sorts of things, which were not necessarily found in a written test. She stated that what they had done was really a two-step process. She discussed that there was still a written examination, and they would still have to get 70% of the questions correct, which was consistent with what was currently being done and then they would end up with a list of people who passed by at least the 70%, hopefully more than three, but at least three. She explained that they would move on to the assessment test where they would be tested on their leadership skills basically, and the score in that test would rank them, with the assessment grade being the final grade. She mentioned that the legislation didn't say that the highest score was necessarily the one who was going to be picked, because the Rule of Three still gave the administration some flexibility there. She stated that Tina had done some research regarding that and asked her to discuss that.

Deputy Clerk of Council Wieber stated that when they knew that would need to be testing for the Fire Chief position, the Mayor asked her to do some research regarding how other cities were testing because it was noted in our legislation that for Fire Chief that the weight of the written portion of the exam was greater than the weight of the assessment portion of the exam and typically as a candidate would move up through the ranks, the assessment portion of the examination process gained greater weight regarding scoring while the written weight was less. She stated that she took a poll throughout surrounding cities and asked about their process, and they either did not even have a written portion or only used a written portion just as a passing point to get them through to the assessment exam, but none of them used the written in their final score. She stated that some of them even had Pradco as the only assessor in their legislation but the legislation currently before the Commission still gave them the option of choosing Pradco or others that were similar.

Chairman Spann asked Assistant Law Director if she would explain the other ordinance.

Assistant Law Director Morgan stated that they almost mirrored each other and that it was the same process where they were going to have to have 70% on the written part in order to make the cut and then the assessment, the PRADCO or similar type test, would be the final score.

Chairman Spann stated that basically they were just aligning both of those positions with each other.

Co-Chairwoman Farver stated that the written exam simply allowed the candidate to qualify to go on to the assessment but was not weighted as part of the appointment process.

Assistant Law Director Morgan stated that was correct.

Secretary Espinosa-Gonzalez asked for clarification and stated that one was written, and one was not written.

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
REGULAR MEETING – MONDAY, OCTOBER 27, 2025**

PAGE 3

Assistant Law Director Morgan stated that it was more like an interview, an assessment of their management skills, of their personality types, how they operated under stress, if they could delegate, more of those kinds of skills, which are often harder to assess. She explained that just a normal written exam where you pick a correct answer or a short answer, didn't really give an indication of those and commented that they were two different skill sets really. She stated that when Tina did the research, that was when they discovered that they were sort of behind the curve on that one.

Chairman Spann asked if any of the Commission members had any questions, comments, or concerns.

None were given.

UNFINISHED BUSINESS

NEW BUSINESS

Re-certify 2024-2026 Police Sergeant Promotional Examination Eligibility List due to promotion.

Chairman Spann stated that the first item of new business was to re-certify the 2024-2026 Police Sergeant Promotional Examination Eligibility List due to the promotion. He stated that the Commission had received a copy of that list and asked if there were any questions, concerns or comments.

None were given.

Moved by Spann and seconded by Espinosa-Gonzalez to Re-certify 2024-2026 Police Sergeant Promotional Examination Eligibility List.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

Re-certify 2024-2026 Police Sergeant Promotional Examination Top 3 Eligibility List due to promotion.

Chairman Spann stated that the next item of new business was to re-certify the 2024-2026 Police Sergeant Promotional Examination Eligibility List due to the promotion. He stated that the Commission had received a copy of that list and asked if there were any questions, concerns or comments.

None were given.

Moved by Spann and seconded by Farver to Re-certify 2024-2026 Police Sergeant Promotional Examination Eligibility List.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

Certification of payroll by Civil Service Commission (Per Rule I, Section 3).

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
REGULAR MEETING – MONDAY, OCTOBER 27, 2025**

PAGE 4

Chairman Spann stated that Commission had received a copy of the payroll that they were to re-certify due to the promotion. He asked if there were any questions, concerns or comments.

None were given.

Moved by Spann and seconded by Espinosa-Gonzalez for the Certification of payroll by Civil Service Commission.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

ADJOURNMENT

Moved by Spann and seconded by Farver to adjourn the meeting.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

The meeting was adjourned at 5:11 PM.

Sam Spann
Chairman

Tina Wieber
Deputy Clerk of Council, Recording Secretary

Monday, November 24, 2025
Date Approved



MONTHLY SUMMARY REPORT

September 2025



The following is a condensed report of select activities performed by the police department for this period. All figures herein have been compiled from the records of this department.

PATROL ACTIVITY

	This Period	Year to Date	Prior YTD
Officer Activity	2218	20,069	20,725
Dispatched Calls for Service	1017	8834	9587
Citations	207	1857	1624
Traffic Detail Citations	83	573	350
Parking Citations	27	287	147
Warnings	248	2227	2181

CRIMINAL ACTIVITY

	This Period	Year to Date	Prior YTD
Criminal Arrests	57	493	449
OVI Arrests	4	72	50
Traffic Detail Arrests	4	4	3

ACCIDENTS

	This Period	Year to Date	Prior YTD
Accidents Investigated	57	384	348
Injury Accidents	12	85	76
Fatal Accidents	0	1	0
Accident Citations	38	281	259

DETECTIVE BUREAU

	This Period	Year to Date	Prior YTD
Current Case Load	51	n/a	n/a
Cases Cleared by Arrest	5	20	14
Cases Unfounded	1	6	7
Criminal Arrests	18	142	51

DISPATCH ACTIVITY

	This Period	Year to Date	Prior YTD
Number of Calls Received	991	9183	9645
Number of Persons On Station	97	758	756
<i>Total</i>	<i>1088</i>	<i>9941</i>	<i>10,401</i>

TOTAL WORK HOURS

	This Period	Year to Date	Prior YTD
Patrol	4725.5	36,668	39,757
Detective Bureau	579.5	5,021	5963.5
Dispatch	848	6,653	6449.5

Quarterly Vehicle Mileage - July 2025

Vehicle ID#	License#	Vehicle Year	Odometer
X-112	ET Truck	2012	1698
X-129	Det. Bureau	2015	90,000
X-132	41	2016	86,479
X-134	38	2016	115,000
X-135	69	2016	88,585
X-138	503	2017	97,127
X-139	500	2017	101,667
X-140	100	2017	69,559
X-141	605	2017	107,108
X-142	50	2017	95,029
X-143	unassigned	2018	109,115
X-144	79	2018	93,500
X-145	505	2018	111,032
X-146	603	2018	67,093
X-147	604	2018	117,314
X-151	502	2019	61,050
X-152	504	2019	145,547
X-153	74	2019	69,507
X-154	97	2019	73,690
X-155	602	2019	89,316
X-157	99	2020	87,227
X-158	63	2020	53,198
X-159	42	2020	45,521
X-160	51	2020	54,981
X-161	91	2020	62,900

X-163	600	2021	30,660
X-164	608	2021	49,535
X-165	610	2021	80,029
X-166	88	2021	65,222
X-167	89	2021	79,957
X-168	unmarked	2009	42,596
X-169	87	2022	48,714
X-170	607	2022	46,335
X-171	58	2022	37,425
X-172	75	2022	40,100
X-173	77	2022	42,297
X-174	unmarked	2021	49,039
X-175	unmarked	2020	74,905
X-176	609	2024	13,178
X-177	70	2024	5,700
X-178	80	2024	8,900
X-179	84	2024	10,100
X-180	606	2024	7,404
X-181	unmarked	2017	133,784

SUPPORT CAR ACTIVITY

Total Units Participating	26
Total Marked Units	26
Total Unmarked Units	0
Total Marked Units within City of North Ridgeville	11
Total Marked Units outside City of North Ridgeville	15
Total Unmarked Units within City of North Ridgeville	0
Total Unmarked Units outside City of North Ridgeville	0

<i>Location & Activity</i>	<i>Disposition</i>	<i>Total minutes</i>	<i>Unit #</i>
Jaycox Rd / Suicide Attempt	Transported	29	74
Stoney Ridge Rd / Suspicious Activity	Checked OK	3	99
Cornell Blvd / Custody Dispute	Arrest	196	99
Jaycox Rd / Mills Rd - Disabled Vehicle	Assisted	5	58
US 20 / Cornell Blvd - Traffic Stop	Verbal Warning	5	42
James Rd - Welfare Check	Checked OK	10	77
US 20 - Accident	Report	25	99

While this statistical synopsis in no way accounts for all of the activities that this department is tasked with performing, it does provide for, in very general terms, a brief overview of some of the more common police tasks.



Michael Freeman
Chief of Police

DATE:	<u>November 3, 2025</u>	1 ST READING:	<u>November 3, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
		ADOPTED:	<u></u>
		EMERGENCY:	<u></u>
		EFFECTIVE:	<u></u>

ORDINANCE NO. 2025-145

AN ORDINANCE PROVIDING FOR THE RENAMING OF THIBO TRAIL TO ORCHARD PARK DRIVE.

WHEREAS, the City has received a petition from SLK Capital Holdings, LLC, as described in the attached Exhibit A; and

WHEREAS, the street name change of Thibo Trail is being requested to ensure clarity in navigation and identification of the street within the Ridgeville Farms development; and

WHEREAS, the North Ridgeville Planning Commission carefully considered the proposed street name change at their meeting of _____ and by formal motion recommended that the ordinance be (approved/not approved); and

WHEREAS, the street name changing will not result in any adverse impacts to traffic patterns, or the City's street system; and

WHEREAS, pursuant to a properly published notice, a public hearing was held before City Council on _____ at which time Council provided the opportunity to hear from the public regarding the proposed street name change.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The street currently known as Thibo Trail, located within the Ridgeville Farms development, is hereby renamed Orchard Park Drive.

SECTION 2. The City Engineer is hereby authorized and directed to update all official maps, records, and signage to reflect the new street name.

SECTION 3. The Clerk of Council is hereby directed to file a certified copy of this Ordinance, once passed, for recording in the official records of the County Recorder pursuant to O.R.C. Section 723.04.

SECTION 4. Identified abutting property owners shall receive appropriate notification and opportunity to be heard both at Planning Commission and at City Council. Council notification and Planning Commission notification shall follow customary notification requirements for like matters.

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED:

Kevin Corcoran
MAYOR

Street Vacations, Narrowing and Name Changes

PETITION AND APPLICANT GUIDE



INITIATION

Street vacations, street narrowing and name changes may be initiated by a written petition of a property owner of a lot in the immediate vicinity of the street to be vacated, narrowed or renamed.

PETITION REQUIREMENTS

Any property owner requesting a street to be vacated, narrowed or renamed shall file the following with the Clerk of Council along with the required \$162.00 fee:

- (a) This petition for the renaming, vacating or narrowing of the street
- (b) An accurate legal description of the street, together with a plat drawn to a scale of one-inch equals 100 feet
- (c) A list of owners, and their addresses, of the property abutting upon the part of the street proposed to be vacated, narrowed or renamed
- (d) Written consent from such abutting property owners, and, if no written consent is obtained, a statement included with the petition to that effect

Any petition complete with required exhibits shall be forwarded to the Law Director to be prepared in ordinance form for introduction to Council.

CONSIDERATION BY PLANNING COMMISSION

Any ordinance proposing a renaming, vacation or narrowing shall first be submitted to the Planning Commission for approval, disapproval or suggestions, and the Planning Commission shall be allowed not less than thirty days for consideration and report.

PUBLIC HEARING

Council shall hold a public hearing before the adoption of the proposed ordinance. In order that opportunity shall be afforded to any person interested to be heard, at least thirty days' notice of any ordinance and of the required public hearing shall be provided in a local newspaper.

ACTION BY COUNCIL

Council may adopt the proposed ordinance by vote of a majority of Council members, provided that the proposed ordinance received approval by the Planning Commission. If the proposed ordinance was disapproved by the Planning Commission, it can only be adopted if it receives the vote of two-thirds of all members of Council.

PETITION REQUEST

Thibo Trail

Street name

Describe portion/extent if not entire street

☐ Street Vacation

☐ Street Narrowing

☒ Name Change: Orchard Park Drive

PROPERTY OWNER INFORMATION

Ryan Kozak / SLK Capital Holdings, LLC

Name(s)

27106 E Oviatt Rd, #40411, Bay Village, OH 44140

Property owner address

216-706-9391

Property owner phone

ryan@slk-capital.com

Property owner email

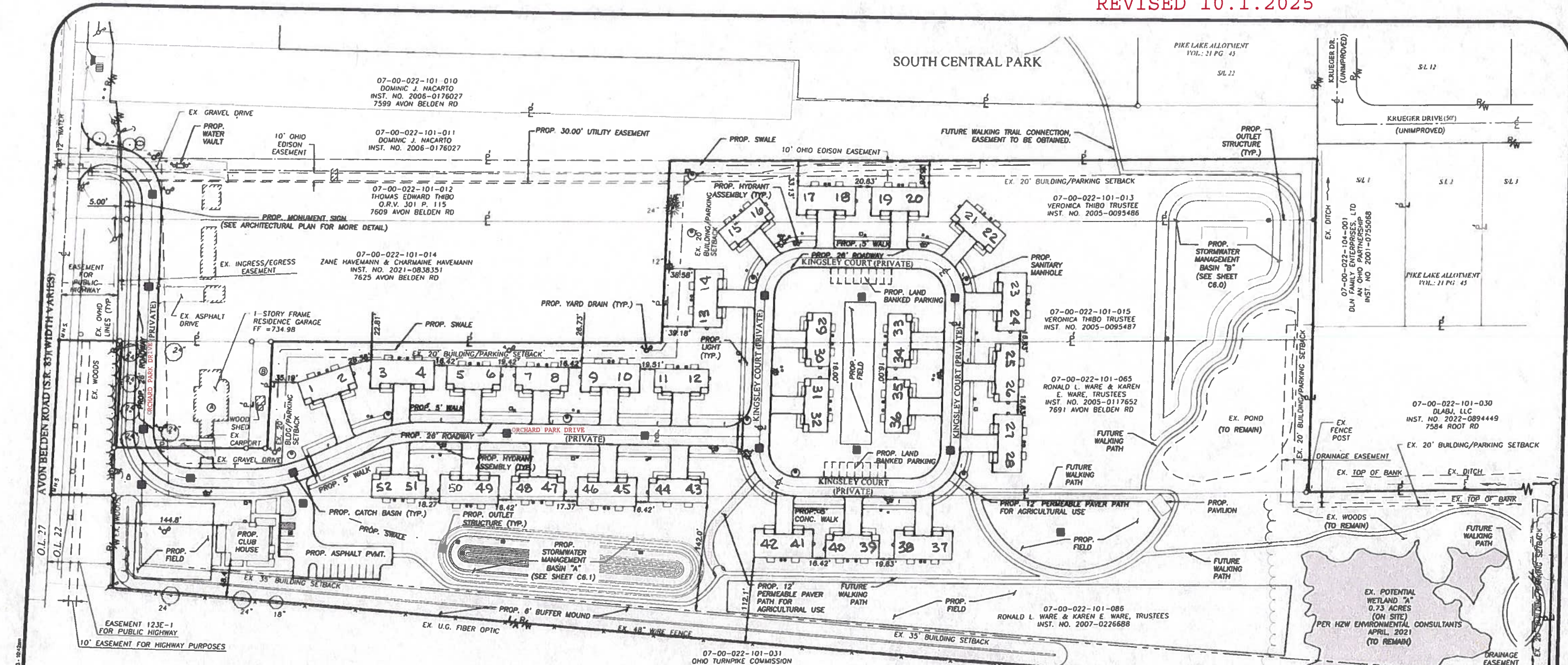
PETITION AUTHORIZATION

Ryan Kozak

Property owner signature

September 30, 2025

Date



- | | | | | | |
|------------------------------|------------------------------|-------------------------|-------------------------|------------------------------|------------------------------|
| 1. 35996 ORCHARD PARK DRIVE | 11. 35956 ORCHARD PARK DRIVE | 21. 7646 KINGSLEY COURT | 31. 7605 KINGSLEY COURT | 41. 7694 KINGSLEY COURT | 51. 35905 ORCHARD PARK DRIVE |
| 2. 35992 ORCHARD PARK DRIVE | 12. 35952 ORCHARD PARK DRIVE | 22. 7650 KINGSLEY COURT | 32. 7601 KINGSLEY COURT | 42. 7698 KINGSLEY COURT | 52. 35989 ORCHARD PARK DRIVE |
| 3. 35988 ORCHARD PARK DRIVE | 13. 7614 KINGSLEY COURT | 23. 7654 KINGSLEY COURT | 33. 7657 KINGSLEY COURT | 43. 35953 ORCHARD PARK DRIVE | CLUBHOUSE 35999 |
| 4. 35984 ORCHARD PARK DRIVE | 14. 7618 KINGSLEY COURT | 24. 7658 KINGSLEY COURT | 34. 7661 KINGSLEY COURT | 44. 35957 ORCHARD PARK DRIVE | ORCHARD PARK DRIVE |
| 5. 35980 ORCHARD PARK DRIVE | 15. 7622 KINGSLEY COURT | 25. 7662 KINGSLEY COURT | 35. 7665 KINGSLEY COURT | 45. 35961 ORCHARD PARK DRIVE | |
| 6. 35976 ORCHARD PARK DRIVE | 16. 7626 KINGSLEY COURT | 26. 7666 KINGSLEY COURT | 36. 7669 KINGSLEY COURT | 46. 35965 ORCHARD PARK DRIVE | |
| 7. 35972 ORCHARD PARK DRIVE | 17. 7630 KINGSLEY COURT | 27. 7670 KINGSLEY COURT | 37. 7678 KINGSLEY COURT | 47. 35969 ORCHARD PARK DRIVE | |
| 8. 35968 ORCHARD PARK DRIVE | 18. 7634 KINGSLEY COURT | 28. 7674 KINGSLEY COURT | 38. 7682 KINGSLEY COURT | 48. 35973 ORCHARD PARK DRIVE | |
| 9. 35964 ORCHARD PARK DRIVE | 19. 7638 KINGSLEY COURT | 29. 7678 KINGSLEY COURT | 39. 7686 KINGSLEY COURT | 49. 35977 ORCHARD PARK DRIVE | |
| 10. 35960 ORCHARD PARK DRIVE | 20. 7642 KINGSLEY COURT | 30. 7609 KINGSLEY COURT | 40. 7690 KINGSLEY COURT | 50. 35981 ORCHARD PARK DRIVE | |

TABLE OF OWNERSHIP		
A	07-00-022-101-048	RICHARD J. STIRZAKER TRUSTEE 7667 AVON BELDEN RD.
B	07-00-022-101-064	RICHARD J. STIRZAKER TRUSTEE

DATE	BY	DESCRIPTION
12-28-2021	APA	ISSUE TO CITY OF NORTH RIDGEVILLE
9-9-2025	APA	REVISED STREET NAME
10-1-2025	APA	REVISED STREET NAME

DRAWN BY:
CAT

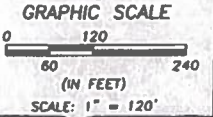
CHECKED BY:
APA

BRAMHALL
ENGINEERING AND SURVEYING COMPANY
801 MOORE ROAD AVON, OHIO 44011
(440) 934 - 7878 (440) 934 - 7879 FAX

PREPARED FOR:
SLK CAPITAL HOLDINGS, LLC.
28400 HILLIARD BLVD
WESTLAKE, OH 44145

RIDGEVILLE FARMS
SITE ADDRESS EXHIBIT
CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, STATE OF OHIO

SHEET
1 OF 1
JOB NO.
21-5553



DNT

PROP. SWALE

10' OHIO EDISON EASEMENT

FUTURE WALKING TRAIL CONNEX
EASEMENT TO BE OBT

EX. 20' BUIL

EX. 20'
BUILDING / PARKING
SETBACK

PROP. HORIZONTAL
ASSEMBLY (TP.)

PROP. 5' WALK

PROP. 25' ROADWAY
KINGSLEY COURT (PRIVATE)

PROP. LAND
BANKED PARKING

PROP.
SAINT
WASH

PROP.
LIGHT
(TP.)

KINGSLEY COURT (PRIVATE)

PROP.
FIELD

KINGSLEY COURT (PRIVATE)

PROP. LAND
BANKED PARKING

KINGSLEY COURT
(PRIVATE)

PROP. 12' F
FOR AGRICU

PROP. 12'
PERMEABLE PAVR
PATH FOR
AGRICULTURAL USE

FUTURE
WALKING
PATH

PROP.
FIELD

RONALD L. V

EX. 35' BUILDING SETBACK

07-00-022-101-031
OHIO TURNPIKE COMMISSION

OHIO TURNPIKE (I-80) (24

48" WIRE FENCE



BRAMHALL
ENGINEERING &
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

Equal Opportunity • Affirmative Action Employer

October 1, 2025

Kim Lieber, AICP
Director of Planning & Development
North Ridgeville City Hall
7307 Avon Belden Rd
North Ridgeville, OH 44039

Re: Ridgeville Farms, Street Name Change

Dear Ms. Lieber:

On behalf of SLK Capital Holdings, LLC, Developer and Landowner, we are requesting a street name change from Thibo Trail to **Orchard Park Drive**.

Please see attached revised address exhibit for reference.

Please let us know if there are any questions.

Respectfully,

BRAMHALL ENGINEERING & SURVEYING COMPANY

Aaron P. Appell, P.E. CPESC
Principal

Cc: Guy Fursdon, City of North Ridgeville Building Department
Ryan Kozak, SLK Capital, LLC

RECEIPT NUMBER

00033749



City of North Ridgeville
 7307 Avon Belden Road
 North Ridgeville, OH 44039
 (440) 490-2081

Paid By
 SLK CAPITAL HOLDINGS, LLC
 200 PUBLIC SQUARE
 Cleveland, OH 44114

10/03/2025

Qty	Type	Record	Category	Description	Amount
1.00	Name	SLK CAPITAL HOLDIN	Standard Item	Street Vacation Fee	\$ 162.00

Total \$ 162.00

Cash

Check \$ 162.00

Check # 1510

Credit

Transferred

Tendered \$ 162.00

Change \$ 0.00

To Overpayment \$ 0.00

**CHANGE THIBO TRAIL STREET NAME TO
 ORCHARD PARK DIVE**

DATE:	<u>November 3, 2025</u>	1 ST READING:	<u>November 3, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
		ADOPTED:	<u></u>
		EMERGENCY:	<u></u>
		EFFECTIVE:	<u></u>

ORDINANCE NO. 2025-146

**AN ORDINANCE ADOPTING THE CITY OF NORTH RIDGEVILLE
CYBERSECURITY PROGRAM IN ACCORDANCE WITH OHIO REVISED CODE
SECTION 9.64(C).**

WHEREAS, the Auditor of State (AOS) issued Bulletin 2025-007, which requires the legislative authority of a political subdivision to adopt a formal Cybersecurity Program; and

WHEREAS, the Ohio General Assembly via Ohio House Bill 96 enacted §9.64(C) of the Ohio Revised Code, establishing compliance requirements for Cybersecurity Programs, including safeguarding data, information technology, and information technology resources, consistent with generally accepted best practices; and

WHEREAS, the City of North Ridgeville has developed a Cybersecurity Program in accordance with ORC §9.64(C); and

WHEREAS, records and documents related to the Cybersecurity Program are not subject to public records disclosure under current law; and

WHEREAS, Council wishes to adopt the City of North Ridgeville Cybersecurity Program.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Council hereby adopts the City of North Ridgeville Cybersecurity Program, consistent with the requirements of ORC §9.64(C) and Auditor of State Bulletin 2025-007.

SECTION 2. The Cybersecurity Program shall be reviewed annually to assess progress, update practices, and ensure alignment with evolving threats, best practices, and state requirements under Ohio Revised Code §9.64.

SECTION 3. All records and documents related to the Cybersecurity Program are exempt from public records disclosure, consistent with ORC §9.64(E).

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED:

Kevin Corcoran
MAYOR

DATE:	<u>November 3, 2025</u>	1 ST READING:	<u>November 3, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
	<u></u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-147

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW GROUND LEASE AGREEMENT WITH TOWERCO VI, LLC FOR THE INSTALLATION OF A WIRELESS COMMUNICATIONS FACILITY AT THE SHADY DRIVE COMPLEX.

WHEREAS, pursuant to Ordinance No. 5351-2016, Council previously authorized an Option and Ground Lease Agreement with TowerCo 2013, LLC for the lease of a 75' x 75' area located at the Shady Drive Complex; and

WHEREAS, although the agreement was executed, the proposed wireless tower was not constructed, and the lease subsequently expired; and

WHEREAS, TowerCo now desires to renew the agreement with the City to construct the communications facility at the same property; and

WHEREAS, the City and TowerCo have negotiated a new Ground Lease Agreement that includes more favorable terms to the City, including an increased lease rate and a revised lease area of 40' x 60'; and

WHEREAS, Council finds that entering into this new agreement will support local communications infrastructure and provide an enhanced source of City revenue.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a new Option and Ground Lease Agreement with TowerCo VI, LLC, for the lease of a portion of City-owned property located at the Shady Drive Complex, measuring approximately 40' by 60', the terms of which shall be in substantially the same form as set forth in **Exhibit A** attached hereto and incorporated herein by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

Exhibit A**LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (“Lease”) is effective as of the latter of the signature dates below (“Effective Date”) by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation (“Lessor”) and **TOWERCO VI, LLC**, a Delaware limited liability company (“Lessee”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in North Ridgeville, County of Lorain, State of Ohio, commonly known as 37077 Shady Drive, North Ridgeville, OH 44039 (parcel no. 0700035102041) (the “Parent Parcel”), as more particularly described in Exhibit “A” annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Two Thousand Four Hundred (2,400) square feet of the Parent Parcel (“Ground Space”) and all access and utility easements if any (“Easements”), (the Ground Space and the Easements shall collectively be referred to as the “Premises”) as described in Exhibit B annexed hereto.
2. Use. The Premises may be used by Lessee and Lessee’s tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto (“Intended Use”). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the “Governmental Approvals”). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.
3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs (“Commencement Date”) and terminating on the fifth (5th) anniversary of the Commencement Date (the “Term”) unless otherwise provided in Paragraph 8.
4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of One Thousand Five Hundred and No/100 DOLLARS (\$1,500.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 16 below. Rent shall be increased on the anniversary of the Commencement Date by one and one-half percent (1.5%) over the Rent payable during the immediately preceding year.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand Five Hundred Dollars (\$2,500).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, in an exclusive easement on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during

the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee, at its sole discretion, shall have the right, without the consent of, but with notice to, Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, an amount equal to Five

Hundred and No/100 Dollars (\$500.00) per month (“Co-Location Rent”) under the following conditions: (i) Lessee shall only be required to pay the Co-Location Rent where the Sublease is with a major wireless carrier (Verizon, AT&T, or T-Mobile); (ii) Lessee shall not be required to pay Lessor the Co-Location Rent for the first or initial Sublease (“Anchor Tenant”); and (iii) such Co-Location Rent shall not be subject to an escalator. In the event the Anchor Tenant vacates the Premises, Lessee shall have the right to substitute the Anchor Tenant with an existing sublessee or licensee who shall become the new Anchor Tenant. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third-party beneficiary of any Sublease. Lessee’s licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee’s licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee’s judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee’s determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee’s sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined

single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Premises through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

City of North Ridgeville
7307 Avon Belden Road, North Ridgeville, OH 44039
Attention: Brian Moriarty, Director of Law
Phone: 440-490-2068
Email: bmoriarty@nridgeville.org

If to Lessee, to:

TowerCo VI, LLC
5000 Valleystone Drive
Cary, North Carolina 27519
Attn: Property Management
Site ID #: OH0529

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

18. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

19. Assignment. Lessee may assign this Lease without the consent of, but with notice to, Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured

Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

20. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. To the extent permitted by law, Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

22. Right of First Refusal; Sale of the Premises. If Lessor elects to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer.

23. Miscellaneous.

(a) Intentionally Omitted.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a

memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(j) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Parent Parcel.

(k) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

CITY OF NORTH RIDGEVILLE, an Ohio municipal corporation

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

LESSOR ACKNOWLEDGEMENT:

STATE OF OHIO)
)
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ (name) _____ (title) of City of North Ridgeville, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

LESSEE:

TOWERCO VI, LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Mike Smith, CFO of TowerCo VI, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

EXHIBIT “A”**DESCRIPTION OF PARENT PARCEL**

The Parent Parcel is described and/or depicted as follows:

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934 Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT “B”**DESCRIPTION OR DEPICTION OF PREMISES**

An approximately 40' x 60' (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(to be attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.

3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

Jason Catalini
TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

STATE OF OHIO)
)
COUNTY OF LORAIN)

PARCEL NO. 0700035102041

This Memorandum of Ground Lease Agreement (“Memorandum”) is entered into on this ____ day of _____, 2025, by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation, having a mailing address of 7307 Avon Belden Road, North Ridgeville, OH 44039 (hereinafter referred to as “**Lessor**”) and **TOWERCO VI LLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina, 27519 (hereinafter referred to as “**Lessee**”).

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of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

LESSOR:

CITY OF NORTH RIDGEVILLE, an Ohio municipal corporation

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

LESSOR ACKNOWLEDGEMENT:

STATE OF OHIO)
)
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ (name) _____ (title) of City of North Ridgeville, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

LESSEE:

TOWERCO VI, LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Mike Smith, CFO of TowerCo VI, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

EXHIBIT "A"**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934. Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT “B”

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 40’ x 60’ (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

(see attached)

Note: At Lessee’s option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor’s property as required by the applicable governmental authorities.

2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation ("Lessor") and **TOWERCO VI, LLC**, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in North Ridgeville, County of Lorain, State of Ohio, commonly known as 37077 Shady Drive, North Ridgeville, OH 44039 (parcel no. 0700035102041) (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Two Thousand Four Hundred (2,400) square feet of the Parent Parcel ("Ground Space") and all access and utility easements if any ("Easements"), (the Ground Space and the Easements shall collectively be referred to as the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of One Thousand Five Hundred and No/100 DOLLARS (\$1,500.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in Paragraph 16

below. Rent shall be increased on the anniversary of the Commencement Date by one and one-half percent (1.5%) over the Rent payable during the immediately preceding year.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand Five Hundred DOLLARS (\$2,500).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, in an exclusive easement on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Parcel, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Parcel. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easements in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easements.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

9. Subleases. Lessee, at its sole discretion, shall have the right, without the consent of, but with notice to, Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. If Lessee licenses or subleases a portion of the Premises to a third party for the purpose of sending and receiving telecommunications signals (each such grant a "Sublease") then Lessee agrees to pay to Lessor, as additional rent, an amount equal to Five Hundred and No/100 Dollars (\$500.00) per month ("Co-Location Rent") under the following conditions: (i) Lessee shall only be required to pay the Co-Location Rent where the Sublease is with a major wireless carrier (Verizon, AT&T, or T-Mobile); (ii) Lessee shall not be required to

pay Lessor the Co-Location Rent for the first or initial Sublease (“Anchor Tenant”); and (iii) such Co-Location Rent shall not be subject to an escalator. In the event the Anchor Tenant vacates the Premises, Lessee shall have the right to substitute the Anchor Tenant with an existing sublessee or licensee who shall become the new Anchor Tenant. The Co-Location Rent for each such Sublease shall commence beginning on the first day of the month following the commencement date of each Sublease and continue through the term of that respective Sublease. That portion of the Rent attributable to the Co-Location Rent shall terminate on the date each Sublease terminates or expires, whichever is earlier, and Rent thereafter shall be reduced by an amount equal to the Co-Location Rent for each such Sublease as of the date of such expiration or termination. Lessee shall have no obligation to pay that portion of the Rent attributable to the Co-Location Rent for each Sublease unless Lessee actually receives the rent payment due under each respective Sublease. Lessee shall have sole discretion as to whether, and on what terms, to enter into, amend or terminate any such Sublease, and there shall be no express or implied obligation of Lessee to do so nor is Lessor a third-party beneficiary of any Sublease. Lessee’s licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee’s licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any personal property taxes assessed on the Improvements. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee’s judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee’s determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses).

13. Insurance. Lessee, at Lessee’s sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee’s use of the Premises and Improvements. Lessor, at

Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Premises in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Premises through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

City of North Ridgeville
7307 Avon Belden Road, North Ridgeville, OH 44039
Attention: Brian Moriarty, Director of Law
Phone: 440-490-2068
Email: bmoriarty@nridgeville.org

If to Lessee, to:

TowerCo VI, LLC
5000 Vallestone Drive
Cary, North Carolina 27519
Attn: Property Management
Site ID #: OH0529

17. Quiet Enjoyment. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Premises while Lessor remedies any such non-compliance. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

18. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

19. Assignment. Lessee may assign this Lease without the consent of, but with notice to, Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

20. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. To the extent permitted by law, Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

22. Right of First Refusal; Sale of the Premises. If Lessor elects to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement), Lessee shall have the right of first refusal to meet any bona fide offer of assignment, or any other transfer on the same terms and conditions as such offer. Lessor shall immediately provide the Lessee with a copy of the bona fide offer together with a notice describing the offer in sufficient detail. If Lessee fails to accept such bona fide offer within thirty (30) days after receipt of the foregoing, Lessor may sell or grant the easement or interest in the Premises in accordance with the terms of such bona fide offer.

23. Miscellaneous.

(a) Intentionally Omitted.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(h) Lessee may obtain title insurance on its interest in the Premises, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(i) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(j) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Parent Parcel.

(k) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

CITY OF NORTH RIDGEVILLE, an Ohio municipal corporation

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

LESSOR ACKNOWLEDGEMENT:

STATE OF OHIO)
)
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ (name) _____ (title) of City of North Ridgeville, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

LESSEE:

TOWERCO VI, LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Mike Smith, CFO of TowerCo VI, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934 Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT “B”

DESCRIPTION OR DEPICTION OF PREMISES

An approximately 40’ x 60’ (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

(to be attached)

Note: At Lessee’s option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor’s property as required by the applicable governmental authorities.
2. The access road’s width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

Prepared by and return to:

Jason Catalini
TowerCo
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519

(Recorder's Use Above this Line)

STATE OF OHIO)
)
COUNTY OF LORAIN)

PARCEL NO. 0700035102041

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement (“Memorandum”) is entered into on this _____ day of _____, 2025, by and between **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation, having a mailing address of 7307 Avon Belden Road, North Ridgeville, OH 44039 (hereinafter referred to as “**Lessor**”) and **TOWERCO VILLC**, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina, 27519 (hereinafter referred to as “**Lessee**”).

1. Lessor and Lessee entered into that certain Ground Lease dated the ____ day of _____, 2025 (the “Lease”) for certain real property and easements as described in **Exhibit B** attached hereto (collectively, the “Premises”), which are a portion of that certain parcel of real property located in North Ridgeville, County of Lorain, State of Ohio, described in **Exhibit A** attached hereto (the “Land”).
2. The Lease shall have an initial term of five (5) years, with nine (9) additional five (5) year renewal terms.
3. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Lease, the Lease shall control. The terms of the Lease are hereby incorporated by reference.
4. Pursuant to the Lease, Lessee has a right of first refusal to meet any bona fide offers for any grant from Lessor to a third party by easement or other legal instrument of an interest in and to any portion of the Land, the Premises or the Lease for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment

of the Lease to such third party, including but not limited to assignments of any right to the rent or rental stream associated with the Lease.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

LESSOR:

CITY OF NORTH RIDGEVILLE, an Ohio municipal corporation

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

LESSOR ACKNOWLEDGEMENT:

STATE OF OHIO)
)
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ (name) _____ (title) of City of North Ridgeville, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

LESSEE:

TOWERCO VI, LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: _____

LESSEE ACKNOWLEDGEMENT:

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Mike Smith, CFO of TowerCo VI, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Print Name _____
Title (and Rank): _____
My commission expires: _____
Serial Number, if any: _____

(seal)

EXHIBIT "A"**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

PARCEL NO. 1:

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, and being known as a part of Original Ridgeville Township Lot No. 35 and bounded and described as follows:

Beginning at a point on the East line of Original Lot No. 35 distant North 3° 23' East and 2419.60 feet from the Southeast corner of Original Lot No. 35, said point also being South 3° 23' West and 659.43 feet from the Northerly line of a proposed 60 foot roadway and the Northeast corner of land conveyed to Elizabeth Bagi as recorded in Volume-576, Page-135 of Lorain County Record of Deeds;

Thence North 86° 44' West, a distance of 385 feet to an iron pin set;

Thence North 3° 23' East, a distance of 599.43 feet to a stone monument found at the Northwest corner of land conveyed to Jack and Norma Bailey as recorded in Volume-972, Page-303 of Lorain County Record of Deeds, said point also being on the Southerly line of the above mentioned proposed 60 foot roadway;

Thence North 86° 44' West, along said proposed roadway, a distance of 60 feet to an iron pin found;

Thence South 3° 23' West, along the Easterly line of land conveyed to Charles and Evelyn Sinnamond as recorded in Volume-841, Page-624 of Lorain County Record of Deeds, a distance of 1004.08 feet to a point;

Thence North 86° 44' West along the Southerly line of land so conveyed to Sinnamond, a distance of 227.97 feet to an iron pin;

Thence South 4° 39' West, a distance of 2024.53 feet to the Southerly line of said Original Lot No. 35;

Thence South 87° 27'05" East along the Southerly line of Original Lot No. 35, a distance of 717.80 feet to the Southeasterly corner of said Original Lot No. 35;

Thence North 3° 23' East along the Easterly line of Original Lot No. 35, a distance of 2419.60 feet to the place of beginning;

Containing within said bounds 37.1934 Acres of land, be the same more or less, but subject to all legal highways, as surveyed by J. R. Foor & Associates in April of 1975.

Parcel No. 0700035102041

EXHIBIT "B"**DESCRIPTION OR DEPICTION OF PREMISES**

An approximately 40' x 60' (2,400) square foot tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

(see attached)

Note: At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

DATE:	<u>November 3, 2025</u>	1 ST READING:	<u>November 3, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
	<u></u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-148

AN ORDINANCE EXTENDING THE MORATORIUM ON THE GRANTING OF PERMITS AND ON THE ACCEPTANCE OF PLANNING COMMISSION OR NEW BUSINESS APPLICATIONS FOR SMOKE SHOPS IN THE CITY OF NORTH RIDGEVILLE FOR AN ADDITIONAL PERIOD NOT TO EXCEED 180 DAYS FROM THE EXPIRATION OF ORDINANCE 2025-84, IN ORDER TO ALLOW THE PLANNING COMMISSION AND COUNCIL TO CONSIDER POSSIBLE CHANGES TO USE REGULATIONS IN THE NORTH RIDGEVILLE ZONING CODE.

WHEREAS, as part of the ongoing master planning effort, City officials have been undertaking a review of the permitted and conditional uses listed in the City’s Zoning Code; and

WHEREAS, Council finds that a growing number of smoke shops raises concerns regarding public health, youth access to tobacco and vaping products, and the character of surrounding neighborhoods, warranting further study and potential revisions to applicable zoning and business regulations; and

WHEREAS, Planning Commission and Council require time to undertake review of the current regulations and proposed changes to the North Ridgeville Zoning Code to ensure the safe, efficient and orderly development of property within the City.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Council hereby imposes a moratorium on the granting of permits and on the acceptance of Planning Commission applications for smoke shops in the City of North Ridgeville for a period not to exceed 180 days from the expiration date of Ordinance 2025-84, in order to allow the Planning Commission and Council to consider possible changes to the current use regulations in the Zoning Code.

SECTION 2. “Smoke shop” means any store, stand, booth or concession that devotes 30 percent or more of its display floor area to tobacco products, or to the display and sale of tobacco, electronic smoking devices or drug paraphernalia to purchasers for consumption of use.

SECTION 3. During the period of the moratorium, no such permits shall be granted or applications accepted for such use.

SECTION 4. During the period of the moratorium, the Planning Commission and Council shall work diligently to review and recommend any changes to the existing ordinance.

SECTION 5. The moratorium shall be in effect for 180 days from the expiration date of Ordinance 2025-84 or until changes are enacted to amend the Codified Ordinances of the City of North Ridgeville or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

SECTION 6. In all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 8. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE:	November 3, 2025	1 ST READING:	November 3, 2025
INTRODUCED BY:	Mayor Corcoran	2 ND READING:	
REFERRED BY:		3 RD READING:	
		ADOPTED:	
		EMERGENCY:	

ORDINANCE NO. 2025-150

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2024-139
OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING
APPROPRIATIONS FOR THE PERIOD COMMENCING
JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.**

WHEREAS, it is necessary to amend the appropriations for certain funds and appropriate other amounts for the operations of the City of North Ridgeville, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. That to provide for current and other expenditures for the City of North Ridgeville, Ohio for the period commencing January 1, 2025 and ending December 31, 2025, Ordinance No. 2024-139 be and the same are hereby supplemented in the following amounts so that from and after the effective date of the Ordinance, the appropriation Ordinance shall include the following, being adjusted for the similar terms in the preceding appropriation Ordinance.

SECTION 2. That there be appropriate from the respective funds listed below, the amounts as follows:

Fund Number	Fund	Personal Services	Other	Transfers and Advances	Total
<u>General Fund</u>					
101	General Government	-	15,000	-	15,000
Total General Fund		-	15,000	-	15,000
<u>Special Revenue Funds</u>					
210	Street Construction M&R	-	25,200	-	25,200
265	Ambulance	-	7,900	-	7,900
Total Special Revenue Funds		-	33,100	-	33,100
<u>Enterprise Funds</u>					
610	Water	-	33,722	-	33,722
624	Water G.O. Bond Retire	-	4,001,018	-	4,001,018
640	Sewer	-	51,000	-	51,000
675	French Creek BR	-	279,800	-	279,800
Total Enterprise Funds		-	4,365,540	-	4,365,540
<u>Internal Service</u>					
730	City Garage	-	50,000	-	50,000
Total Internal Service Funds		-	50,000	-	50,000
<u>Custodial Funds</u>					
890	Trust Miscellaneous	-	316,025	-	316,025
Total Custodial Funds		-	316,025	-	316,025
Total All Funds		-	4,779,665	-	4,779,665

SECTION 3. That the Director of Finance of the City of North Ridgeville is hereby authorized to draw warrants on the treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements.

SECTION 5. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE:	<u>October 6, 2025</u>	1 ST READING:	<u>October 6, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
	<u></u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-131

**AN ORDINANCE ACCEPTING UP TO TWO HUNDRED (200)
HOURS OF SICK TIME WHEN AN EMPLOYEE TRANSFERS
FROM ONE PUBLIC EMPLOYER TO THE CITY OF NORTH
RIDGEVILLE, OHIO.**

WHEREAS, Ohio Rev. Code Section 124.38(C) states the following:

An employee who transfers from one public agency to another shall be credited with the unused balance of the employee's accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers; and

WHEREAS, City Council desires to place reasonable restrictions on the amount of sick time it will accept, and that said sick time cannot be cashed out.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The City of North Ridgeville will accept up to two hundred (200) hours of the unused balance of an employee's accumulated sick leave when he/she transfers from one public employer to the City of North Ridgeville.

SECTION 2. The transferred sick leave will have no cash value and cannot be cashed out. It can only be used for sick time off.

SECTION 3. The transferred sick leave provision will not interfere with existing unused sick leave earned by City of North Ridgeville employees.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE: October 6, 2025
INTRODUCED BY: Mayor Corcoran
REFERRED BY: _____

1ST READING: October 6, 2025
2ND READING: _____
3RD READING: _____
ADOPTED: _____
EMERGENCY: _____

ORDINANCE NO. 2025-133

**AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE
TWO INFLUENT SCREENING UNITS FROM OR-TEC
INCORPORATED ACCORDING TO LAW AND IN A MANNER
PRESCRIBED BY LAW.**

WHEREAS, the existing influent screens at the French Creek Wastewater Treatment Plant are failing and beyond their useful life; and

WHEREAS, purchasing directly from Or-Tec Inc. will save the City costs and shorten delivery time; and

WHEREAS, the new screening system will be more efficient and safer than the old system; and

WHEREAS, the City has already completed engineering for this project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to purchase two influent screening units from Or-Tec Inc., not to exceed \$590,000.00.

SECTION 2. City Council finds that formal bidding is not required due to the fact that the French Creek Wastewater Treatment Plant is a municipally owned and operated utility by the City of North Ridgeville.

SECTION 3. The cost for said project shall be paid from the appropriate fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE:	<u>October 6, 2025</u>	1 ST READING:	<u>October 6, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
	<u></u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-134

**AN ORDINANCE AUTHORIZING THE MAYOR TO NEGOTIATE
AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN
A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND
BEST BIDDER FOR THE INSTALLATION OF TWO NEW
INFLUENT SCREENING SYSTEMS AT THE FRENCH CREEK
WASTEWATER TREATMENT PLANT.**

WHEREAS, the existing influent screens at the French Creek Wastewater Treatment Plant are failing and beyond their useful life; and

WHEREAS, an outside contractor is needed to complete this complicated installation; and

WHEREAS, the new screening system will be more efficient and safer than the old system; and

WHEREAS, the City has already completed engineering for this project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to negotiate and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the installation of two new influent screening systems at the French Creek Wastewater Treatment Plant, not to exceed \$600,000.00.

SECTION 2. The cost for said project shall be paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE: October 6, 2025
INTRODUCED BY: Mayor Corcoran
REFERRED BY: _____

1ST READING: October 6, 2025
2ND READING: _____
3RD READING: _____
ADOPTED: _____
EMERGENCY: _____

ORDINANCE NO. 2025-135

**AN ORDINANCE AUTHORIZING THE MAYOR TO CONTRACT
FOR THE LAUNDER COVERS PURCHASE AND INSTALLATION
ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY
LAW, AND TO AUTHORIZE THE INSTALLATION OF
ALTERNATIVE BID 3 AS PART OF THE REPLACEMENT AND
UPGRADE OF THE COMPLETE MIX TANK AERATION AND
MIXING SYSTEMS AT THE FRENCH CREEK WASTEWATER
TREATMENT PLANT.**

WHEREAS, Launder Covers are needed at the French Creek Wastewater Treatment Plant to prevent excessive algae growth on the clarifier weirs; and

WHEREAS, Ordinance No. 6127-2023 was passed on December 18, 2023, which authorized bidding for the replacement and upgrade of the complete mix tank aeration and mixing systems for the French Creek Wastewater Treatment Plant; and

WHEREAS, an outside contractor included a price to add Launder Covers to the initial bid for the project as alternative 3; and

WHEREAS, the cost of the installation has been budgeted; and

WHEREAS, the City has completed the engineering for this project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to contract for the Launder Covers purchase and installation according to law and in a manner prescribed by law, and to authorize the installation of alternative bid 3 as part of the replacement and upgrade of the complete mix tank aeration and mixing systems at the French Creek Wastewater Treatment Plant, not to exceed \$293,741.35.

SECTION 2. The cost for said installation shall be paid with French Creek funds..

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal

action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE:	<u>October 6, 2025</u>	1 ST READING:	<u>October 6, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
	<u></u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-136

**AN ORDINANCE AMENDING ORDINANCE 5679-2019 WHICH
AUTHORIZED THE INCLUSION OF NON-WRITTEN ASSESSMENTS
FOR THE POSITIONS OF POLICE CHIEF AND POLICE CAPTAIN.**

WHEREAS, the City of North Ridgeville included non-written assessments as part of the promotional process to the positions of Police Chief and Police Captain in Ordinance 5679-2019; and

WHEREAS, the City of North Ridgeville seeks to amend and/or supplement the promotional process to the positions of Police Chief and Police Captain.

NOW THEREFORE, BE IT ORDAINED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Promotional candidates for the Police Chief and Police Captain must pass a written test with a score of seventy percent (70%) or better. The qualifying promotional candidates will be eligible to take a promotional assessment examination. The promotional assessment shall be conducted by PRADCO or a similar-like agency/organization. The promotional assessment shall assess the candidate's motivation, leadership, work approach, interpersonal style, decision making and judgment. The promotional assessment grade shall be the final grade.

SECTION 2. Whenever a vacancy occurs or is forthcoming for the position of Police Chief or Police Captain, upon the request of the Mayor, the Commission shall forward to the Mayor the names of the top three (3) individuals on the eligibility list for each position from which the appointment will be made. Before making the appointment, the top three (3) individuals shall be interviewed by the Mayor and a final decision shall be made by the Mayor. Such appointment is subject to confirmation by a majority vote of the members elected to Council.

SECTION 3. After the eligibility list is created, if there are only two names on the certified list, the Commission shall certify those names to the appointing authority and the appointing authority shall choose from one of the two names.

SECTION 4. After the eligibility list is created, if there is only one name on the certified list, the Commission shall certify that name to the appointing authority and the appointing authority may appoint that person or reject the list. If the appointing authority rejects the list, that list shall terminate.

SECTION 5. Appointments to Police Chief and/or Police Captain shall be for a probationary period of not less than sixty (60) days nor more than one (1) year.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

JASON R. JACOBS
PRESIDENT OF COUNCIL

ATTEST: _____

NICHOLAS CIOFANI
CLERK OF COUNCIL

APPROVED: _____

KEVIN CORCORAN
MAYOR

DATE:	<u>October 6, 2025</u>	1 ST READING:	<u>October 6, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
		ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-137

**AN ORDINANCE AMENDING ORDINANCE 5681-2019 WHICH
AUTHORIZED THE INCLUSION OF NON-WRITTEN ASSESSMENTS
FOR THE POSITIONS OF FIRE CHIEF AND ASSISTANT FIRE CHIEF.**

WHEREAS, the City of North Ridgeville included non-written assessments as part of the promotional process to the positions of Fire Chief and Assistant Fire Chief in Ordinance 5681-2019; and

WHEREAS, the City of North Ridgeville seeks to amend and/or supplement the promotional process to the positions of Fire Chief and Assistant Fire Chief.

NOW THEREFORE, BE IT ORDAINED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Promotional candidates for the Fire Chief and Assistant Fire Chief must pass a written test with a score of seventy percent (70%) or better. The qualifying promotional candidates will be eligible to take a promotional assessment examination. The promotional assessment shall be conducted by PRADCO or a similar-like agency/organization. The promotional assessment shall assess the candidate's motivation, leadership, work approach, interpersonal style, decision making and judgment. The promotional assessment grade shall be the final grade.

SECTION 2. Whenever a vacancy occurs or is forthcoming for the position of Chief of the Fire Department or Assistant Fire Chief upon the request of the Mayor, the Commission shall forward to the Mayor the names of the top three (3) individuals on the eligibility list for each position from which the appointment will be made. Before making the appointment, the top three (3) individuals shall be interviewed by the Mayor and a final decision shall be made by the Mayor. Such appointment is subject to confirmation by a majority vote of the members elected to Council.

SECTION 3. After the eligibility list is created, if there are only two names on the certified list, the Commission shall certify those names to the appointing authority and the appointing authority shall choose from one of the two names.

SECTION 4. After the eligibility list is created, if there is only one name on the certified list, the Commission shall certify that name to the appointing authority and the appointing authority

may appoint that person or reject list. If the appointing authority rejects the list, that list shall terminate.

SECTION 5. Appointments to Fire Chief and/or Assistant Fire Chief shall be for a probationary period of not less than sixty (60) days nor more than one (1) year.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

JASON R. JACOBS
PRESIDENT OF COUNCIL

ATTEST: _____

NICHOLAS CIOFANI
CLERK OF COUNCIL

APPROVED: _____

KEVIN CORCORAN
MAYOR

DATE:	<u>October 6, 2025</u>	1 ST READING:	<u>October 6, 2025</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
		ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO. 2025-139

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,025,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PROVIDE FUNDS TO PAY COSTS OF ACQUIRING AND INSTALLING ULTRASONIC WATER METER EQUIPMENT, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO.

WHEREAS, pursuant to Ordinance No. 2024-128, passed on November 4, 2024, there were issued \$5,000,000 of notes (the Outstanding Notes), issued in anticipation of bonds for the purpose stated in Section 1, which Outstanding Notes mature on December 3, 2025; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvements described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is at least ten years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 4, 2039;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Ridgeville, Lorain County, Ohio, that:

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$4,025,000 (the Bonds) to provide funds to pay costs of acquiring and installing ultrasonic water meter equipment, together with all necessary appurtenances thereto.

Section 2. The Bonds shall be dated approximately December 1, 2026, shall bear interest at the now estimated rate of 6.5% per year, payable semi-annually until the principal amount is paid, and are estimated to mature in ten annual principal installments that are substantially equal. The first installment of principal of the Bonds is estimated to be payable on December 1, 2027, and the first installment of interest on the Bonds is estimated to be payable on June 1, 2027.

Section 3. It is necessary to issue and this Council determines that notes in the aggregate principal amount not to exceed \$4,025,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes. The Notes shall be dated the date of their issuance, and shall mature one year from the date of their issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a different maturity date for the Notes that is up to thirty days earlier than one year from the date of their issuance, by setting forth that maturity date in a certificate

awarding the sale of the Notes in accordance with Section 6 of this ordinance (the Certificate of Award). The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. Subject to the limitation set forth in this Section, the rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the designated corporate trust office of Zions Bancorporation, National Association, or at the principal office of a bank or trust company requested by the original purchaser of the Notes, provided that such request shall be approved by the Director of Finance after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose. The Director of Finance is authorized to enter into the Paying Agent Agreement, which is approved in substantially the form on file with the Clerk of Council, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Paying Agent Agreement or amendments thereto.

Section 5. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that no Note of the issue shall be issued in a denomination less than \$100,000 or be exchangeable for other Notes in denominations less than \$100,000; and provided further that the entire principal amount may be represented by a single note. The Notes may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code, with a single physical note certificate representing the entire issue (or the consolidated issue into which it is combined with one or more other note issues of the City in accordance with Section 6 of this ordinance), if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of the City's Charter, Chapter 133 of the Revised Code and this ordinance.

As used in this Section and this ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes (book entry interests) may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes deposited with and retained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited with and retained in the custody of the Depository or its agent for that purpose; (ii) the owners of book entry interests shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of book entry interests shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold by the Director of Finance to KeyBanc Capital Markets Inc., Cleveland, Ohio, at private sale at a purchase price not less than par and any accrued interest in accordance with law and the provisions of this ordinance and the Certificate of Award referred to in Section 3. The Director of Finance is authorized, if she determines it to be in the best interest of the City, to combine the Notes with one or more other unvoted general obligation bond anticipation note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code; provided that no note of that issue shall be issued in a denomination less than \$100,000 or be exchangeable for other notes in denominations less than \$100,000. If the Notes are combined with one or more other such note issues of the City into a consolidated note issue, a single Certificate of

Award may be utilized for the consolidated issue if appropriate and consistent with the terms of this ordinance.

The Director of Finance shall sign the Certificate of Award referred to in Section 3 specifying the interest rate the Notes shall bear, the final purchase price of the Notes and certain other final terms of the Notes and evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent revenues from the municipal water system are available for the payment of the debt charges on the Notes or Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of revenues so available and appropriated. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes or Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Section 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes, if the Director of Finance determines it is appropriate and in the best interest of the City. The expenditure of the amounts necessary to secure any such rating or ratings on the Notes and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes, to the extent not paid by the original purchaser, is authorized and approved, and the Director of Finance is authorized to provide for the payment of the cost of obtaining any such rating and all such other financing costs, except to the extent paid by the original purchaser, from the proceeds of the

Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Section 12. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 13. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Lorain County Auditor.

Section 14. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City of North Ridgeville have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 15. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this ordinance were taken, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 16. This ordinance shall be in full force and effect from and after the earliest time permitted by law.

PASSED: _____, 2025

President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____, 2025

Mayor