

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 DECEMBER 15, 2025
7:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

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

Note:

Utilities Committee Meeting Minutes dated December 1, 2025.

Civil Service Commission Meeting Minutes dated December 2, 2025.

LOBBY

ADMINISTRATORS' REPORTS

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

November 2025 Building Division Report

COUNCIL COMMITTEE REPORTS

1. UTILITIES COMMITTEE REPORT DATED DECEMBER 1, 2025: The Committee reviewed and considered ORD. NO. 2025-147. The Committee moved to send ORD. NO. 2025-147 back to City Council for consideration without any recommended changes.

CORRESPONDENCE

1. CORRESPONDENCE FROM ELECTED OFFICIAL: Ward 2 Councilman Eric Shaffer submitted his resignation for his Ward 2 seat, effective January 1, 2026.
2. CORRESPONDENCE dated December 11, 2025, from Finance Director April Wilkerson – Ordinance No. 5479-2017 requires the City Auditor to evaluate the financial position of the Solid Waste Management Fund annually, after September 30th, and recommend whether or not a rate adjustment is necessary or if a rate holiday shall be declared. The memo presents the analysis of the Solid Waste Management Fund, which includes anticipated balances as of December 31, 2025, as well as forecasted balances through 2030.

OLD BUSINESS

NEW BUSINESS

1. The North Ridgeville Planning Commission took action on the following items at its regular meeting of December 9, 2025:
 1. PPZ2025-0392 Ridgefield Subdivision Phases 19 & 20, PPN: 07-00-001-000-473
Applicant: Keith Filipkowski/Pulte Homes of Ohio Corp., 387 Medina Rd, Suite 1700, Medina, OH 44256.
Owner: Bob Schmitt Homes, Inc., 9095 Gatestone Rd, North Ridgeville, OH 44039.
Proposal consists of subdivision preliminary plan review of phases 19 & 20.
PC ACTION: Approved by a vote of 4 to 1 (Toth) with the following conditions:
 1. The Bagley and Gatestone intersection shall be improved to meet the recommended warrants.
 2. The minimum road radius waiver.
 3. The cul-de-sac length waiver.
 4. The setback from cluster to family lots waiver.
 5. Administration shall review subplot 873 to make sure that no waivers are required and that it meets code requirements.

6. Normal carriage fixture type street lighting along the roadway system.
7. Mailbox units are lit.
8. Address the turning warrant in the full buildout as recommended by the City Engineer.

2. O 2025-154 An Ordinance Suspending By-Right Cluster Subdivisions in the R-1 Residence District and Amending Chapters 1250, 1280, and 1282 of the North Ridgeville Zoning Code.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)
PC ACTION: Approved by a vote of 5-0.
3. O 2025-157 An Ordinance Amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)
PC ACTION: Approved by a vote of 5-0 as amended.
4. O 2025-159 An Ordinance Vacating a Portion of Aspen Street.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)
PC ACTION: Tabled by a vote of 5 to 0 until next meeting

(Council approval is required for all plans and recommendations from the Planning Commission.)

RECESS

FIRST READINGS

- O 2025-162 An Ordinance amending Ordinance 6109-2023, which authorized the Mayor to enter into a contract with a consulting engineering firm for additional design services for the Mills Creek Conservation and Flood Control Project by increasing the prior approved amount of \$507,500.00 to \$665,200.00.
(Introduced by Mayor Corcoran)
- R 2025-163 A Resolution giving consent and cooperating with the Director of the Ohio Department of Transportation for preventative bridge maintenance of structures on Interstate 480.
(Introduced by Mayor Corcoran)
- R 2025-164 A Resolution honoring and expressing appreciation to Martin Devries for his dedicated service to the City of North Ridgeville and its residents.
(Introduced by President Jacobs)

- R 2025-165 A Resolution honoring and expressing appreciation to Georgia Awig for her dedicated service to the City of North Ridgeville and its residents.
(Introduced by President Jacobs)
- R 2025-166 A Resolution honoring and expressing appreciation to Jason Jacobs for his dedicated service to the City of North Ridgeville and its residents.
(Introduced by Councilman Winkel)
- O 2025-167 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

- O 2025-160 An Ordinance authorizing the Mayor of the City of North Ridgeville, Ohio, to enter into a contract with the American Federation of State, County, and Municipal Employees, AFL-CIO.
(Introduced by Mayor Corcoran; First Reading on 12-01-2025)

THIRD READINGS

- O 2025-110 An ordinance amending Sections 1266.02, 1268.02, and 1272.04 of the North Ridgeville Zoning Code to update use regulations for automobile service stations and gasoline stations.
(Introduced by Councilman Abens; First Reading on 07-21-2025; Council referred to Planning Commission and Building and Lands on 07-21-2025; to Building and Lands on 08-18-2025; to Planning Commission on 09-09-25; Council approved PC extension on 09-15-2025; to Planning Commission on 10-14-2025; to Planning Commission on 11-12-2025; Second Reading on 11-17-2025; Amended on the floor on 11-17-2025; Public Hearing on 12-15-2025)
- O 2025-145 An Ordinance providing for the renaming of Thibo Trail to Orchard Park Drive.
(Introduced by Mayor Corcoran; First Reading on 11-03-2025; Planning Commission on 11-12-2025; Planning Commission Report on 11-17-2025; Second Reading on 12-01-2025; Public Hearing on 12-15-2025)
- O 2025-151 An Ordinance authorizing the Mayor to enter into a contract with Fishbeck, a professional consulting firm specializing in engineering, environmental sciences, architecture and construction management, to provide engineering services for the Sugar Ridge Road and Bender Road Roundabout in an amount not to exceed \$429,807.00.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Second Reading on December 1, 2025)

- 2025-152 An Ordinance authorizing the Mayor to enter into a contract with American Structurepoint Inc., a national full-service architecture and engineering firm, to provide engineering services for the Sugar Ridge Road Rehabilitation Project in an amount not to exceed \$370,410.00.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Second Reading on December 1, 2025)
- 2025-154 An Ordinance suspending by-right cluster subdivisions in the R-1 Residence District and amending Chapters 1250, 1280, and 1282 of the North Ridgeville Zoning Code.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Second Reading on 12-01-2025; Planning Commission on 12-09-25; Public Hearing on 12-15-25)
- 2025-155 An Ordinance amending Ordinance No. 5311-2016 adopted by Council on January 4, 2016, to remove certain parcels.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Second Reading on December 1, 2025)
- 2025-157 An Ordinance amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Second Reading 12-01-2025; Planning Commission on 12-09-2025; Public Hearing on 12-15-2025)
- 2025-158 An Ordinance providing appropriations for current expenses and other expenditures of the City of North Ridgeville, Ohio, for the period commencing January 1, 2026, and ending December 31, 2026.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Second Reading on December 1, 2025)

MEETING ANNOUNCEMENTS

1. A City Council Organizational meeting will be held on Monday, January 5, 2026, at 6:15 p.m. in Council Chambers.
2. The next Regular City Council meeting will be held on Monday, January 5, 2026, at 7:00 p.m. in Council Chambers.

ADJOURNMENT

**NORTH RIDGEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 1, 2025**

CALL TO ORDER:

President Jacobs called the Council meeting on Monday, December 1, 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, Bruce Abens, Clifford Winkel, Georgia Awig, and Martin DeVries.

Councilman Eric Shaffer was excused.

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 November 17, 2025. No discussion was offered. The meeting minutes stand approved as submitted.

President Jacobs noted the following:

Parks and Recreation Commission Meeting Minutes dated October 22, 2025.

Board of Zoning and Building Appeals Special Meeting Minutes dated November 20, 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 Trust

Robert Baumgardner of 6327 Stoney Ridge Road noted that public service is not about convenience, political comfort, or protecting personal power, but about truth—even when that truth is uncomfortable. He stated that the city needs truth more than ever, referencing an internal workplace investigation conducted a few years ago that revealed a hostile and dysfunctional culture, leadership failures, lack of accountability, and declining morale within the department. Mr. Baumgardner stressed that first responders risk their lives daily and deserve leadership that addresses problems rather than conceals them.

Mr. Baumgardner expressed his concerns about a recent contract with American Structure Point, alleging that the Mayor pushed the contract under an emergency clause without recusal, thereby limiting public scrutiny and transparency. He believed that the City illegally denied a public records request on November 20, 2025, under the Ohio Revised Code 149.43, which requires assistance in narrowing overly broad requests, and referenced supporting case law.

Moved by Winkel and seconded by DeVries, an additional three minutes for Mr. Baumgardner to continue to speak.

A voice vote was taken, and the motion carried.

Yes – 6 No – 0

Mr. Baumgardner raised concerns about the Finance Director’s salary, noting an increase from approximately \$80,000 in 2019 to about \$140,000 today—a raise of nearly \$60,000—during a period of financial strain and multiple tax increases. He questioned the qualifications and oversight behind this salary. He added that a government does not conceal records, bury workplace investigations, reward insiders, use emergency clauses to avoid oversight, and grant large raises. Mr. Baumgardner called for an independent forensic audit of all departments, engineering contracts, emergency clause usage, financial practices, police leadership, workplace culture, public records compliance, and spending patterns over the past five years.

Bradley Baker of 37801 Sugar Ridge Road noted that after reviewing the previous month’s meeting minutes, he shared the same concerns expressed by prior speakers regarding transparency in City operations. He stated that a perceived lack of transparency contributes to a lack of trust in the Council, the administration, and the City government. Mr. Baker observed that emergency actions and the routine dispensing of second and third readings appear to occur more frequently than as exceptions.

Mr. Baker expressed interest in the Sugar Ridge rehabilitation project and requested clarification on the criteria for awarding the engineering study. The project’s engineering costs appeared to increase by approximately \$200,000. He questioned the justification for this increase, stating that the explanation provided—that the investment was worthwhile—did not adequately address the reasons behind the cost escalation. Mr. Baker pleaded to City Council to exercise caution in using emergency authorizations and eliminating readings, as it does not build trust. He recommended adopting a transparent selection process for engineering firms that would help dismiss concerns about favoritism and improve public confidence in the City Government.

ADMINISTRATORS REPORTS:

1. Mayor:

Mayor Corcoran remarked the following:

- The Lear Nagel and Lorain intersection pedestrian improvements—the City contacted outside traffic engineers who had worked on the Gateway North Ridgeville project. They are familiar with that intersection. They recently returned with a proposal outlining the scope of services. The City is looking to add a couple of crosswalks and install pedestrian walk signals tied to the existing signals at current crosswalks. The City is also considering adding a crosswalk from the car wash corner to Starbucks and creating another from the opposite side to BP. Sidewalks with appropriate ramps will also be added. The planning and design phase is expected to take a few months, with construction planned to start around March 1, 2026. The City may implement the crosswalks and signals earlier than the sidewalks.
- Sandy Ridge West—An update from the Lorain County Metro Parks—The new walking trails at Sandy Ridge West, located off Case Road, are now open. This land was acquired to create a new section of the reservation, with long-term plans to connect it to the main Sandy Ridge area. The project expands recreation opportunities and continues the partnership between the City and Metro Parks.
- Magic of Lights Wonderland Walk—Victory Park is hosting Magic of Lights Wonderland Walk. It kicked off on Thanksgiving Day and runs through January 3, 2026. For hours and ticket information, visit Victory Park’s website at victoryparkohio.com.
- Holiday on the Ridge—The 25th annual Holiday on the Ridge, sponsored by the North Ridgeville Visitors Bureau, is scheduled for Saturday, December 6, 2025. Celebrate the holiday season by traveling around North Ridgeville and visiting 28 locations — starting at the North Ridgeville Academic Center with the Kiwanis-sponsored pancake breakfast, shopping at various craft shows, and exploring the open houses at local businesses.
- On Saturday, December 6, 2025, the annual Christmas Tree Lighting Ceremony will take place at South Central Park. The event will begin at 5:00 p.m. and conclude at 7:00 p.m. Highlights include Christmas Tree Lighting Ceremony, caroling – Sing with the North Ridgeville High School choir, Bonfire & S'mores – Cozy up around the fire and roast marshmallows to make delicious s'mores, Hayrides – Enjoy a festive ride through a winter wonderland, and Hot Cocoa & Treats – Warm up with seasonal goodies and drinks.
- The Holiday on the Ridge brochure is available at City Hall, or anyone can download a copy from the Chamber’s website or the City’s website at nridgeville.org.

Moved by Mayor Corcoran and seconded by Swenk to go into an Executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official; the preparation for, conducting, and reviewing collective bargaining strategy; and also, to discuss matters to be kept confidential by federal law, federal rules, or state statutes.

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

Yes – 6

No – 0

Adjourned into Executive Session at 7:20 p.m.

Reconvened into the Regular City Council meeting at 7:47 p.m.

Moved by Swenk and seconded by Winkel to adjourn from executive session and return to the regular City Council session.

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

Yes – 6

No – 0

Mayor Corcoran concluded his report.

2. Engineer:

City Engineer Christina Eavenson provided the following:

City Engineer Eavenson clarified concerns about the Sugar Ridge Road rehabilitation and roundabout projects, which were in second reading. Both projects were originally scoped in 2023 when the City was pursuing funding. At that time, engineering estimated professional design services for funding applications based on other similar-sized projects like the Peanut Roundabout and the alternative State Route 83 roundabout. Additionally, a common industry guideline is to allocate about 10% of the estimated construction costs, which the City followed. These estimates were used in funding applications and also in the annual capital improvement budgets for 2024 and 2025. They were also the basis for legislation brought before City Council in May 2025 for design services, which was subsequently approved.

City Engineer Eavenson explained that they decided to submit that legislation at that time because the approved schedule that ODOT had set only allowed 30 days between signing the ODOT contract and securing the design consultant contract. Obviously, 30 days do not give enough time for three readings and the following 30 days, so the plan was to get ahead of it using our engineering estimates. After receiving approval, the City then advertised letters of interest on ODOT's website, which is the required procurement process through ODOT. Three members of the Engineering team scored each of the ODOT pre-certified consultants' letters of interest and their qualifications according to ODOT scoring criteria, and the consultant with the highest score was chosen as the most qualified team. Once selected, the consultant is required to use ODOT's templates for estimating design, surveying, and environmental costs and then submit their cost proposals to the City. The City is not allowed to make the scoping fee as part of the selection decision.

The Engineering team realized at this point that they had underestimated the engineering costs. As mentioned at the last council meeting, much of the additional expenses can be explained by the extra requirements that ODOT has, including their environmental reviews, utility relocation plans, and increased public engagement. Additionally, ODOT explained that they are seeing higher labor costs, so the City can expect design costs to be closer to 25% or 30% of the construction expenses. That is why the Sugar Ridge Road rehab project's cost grew from the estimated \$150,000 to the actual \$370,000, and the roundabout design costs increased from \$190,000 to \$430,000. In the future, the

Engineering Division plans to wait until they have the final design estimates before bringing legislation to City Council.

City Engineer Eavenson noted that if additional engineering costs are necessary when ODOT is administering the funds, it is still advantageous to receive the construction dollars that were awarded to the City. Namely, the City received \$2.23 million for the roundabout and \$2 million for the rehab project. This represents 80% of the construction costs. Otherwise, if the City had not received these funds, the City would likely not be able to afford these projects.

City Engineer Eavenson concluded her report.

3. Director of Finance:

Finance Director April Wilkerson remarked that before City Council tonight is Ordinance Number 2025-161, an Ordinance amending annual appropriations. This legislation includes additional budget items such as compensatory time payouts, property taxes payable to the North Ridgeville Library, and street opening deposit refunds. Prior to this meeting, Director Wilkerson sent a memorandum to City Council detailing each item included in this amendment. She requested that City Council consider adopting this legislation this evening with the emergency clause to ensure the Department of Finance has the resources necessary to meet its financial obligations.

Director Wilkerson noted that, regarding the Sugar Ridge road projects, the two pieces of legislation passed in May do have requisitions submitted against them. City Council appropriated a budget for 2025 to cover engineering services.

Finance Director Wilkerson concluded her report.

President Jacobs noted the following:

October 2025 Financial Report

4. Other Reports:

President Jacobs noted the following.:

October 2025 Parks and Recreation Division Report
October 2025 Police Department Report
October 2025 Building Division Report

COUNCIL COMMITTEE REPORT(S):

There were none.

CORRESPONDENCE:

CORRESPONDENCE FROM ELECTED OFFICIAL: Ward 1 Councilwoman Holly Swenk is accepting the elected At-Large position on the North Ridgeville City Council for the 2026-2029 term and will resign her Ward 1 seat, effective at the close of business on December 31, 2025.

OLD BUSINESS:

There were none.

NEW BUSINESS:

There were none.

RECESS:

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

A voice vote was taken, and the motion carried.

Yes – 6

No – 0

Ordinance and Resolution submittal(s)

FIRST READINGS:

Moved by President Jacobs and seconded by Swenk to strike Ordinance Number 2025-114 from tonight's agenda.

President Jacobs stated that the income tax ordinance was on the ballot during the election. Since the election results have been certified and the measure failed, City Council will remove it from tonight's agenda.

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

Yes – 6

No – 0

Clerk of Council Nicholas Ciofani:

O 2025-160 An Ordinance authorizing the Mayor of the City of North Ridgeville, Ohio, to enter into a contract with the American Federation of State, County, and Municipal Employees, AFL-CIO.
(Introduced by Mayor Corcoran)

Ordinance Number 2025-160 moved to Second Reading.

Clerk of Council Nicholas Ciofani:

O 2025-161 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 Abens to dispense with the second and third readings for 2025-161.

Councilman Winkel stated that the legislation accomplishes several things. It will enable the City to obtain funds to compensate the Police Department and some staff for compensatory time. Additionally, funds collected by the City to support the library and schools are included in this legislation to be allocated to them. He explained that, in order to send these funds by the end of the year, City Council plans to dispense with the second and third readings, and he will be requesting an emergency clause.

A voice vote was taken, and the motion carried.

Yes – 6 No – 0

Moved by Winkel and seconded by Abens to add the emergency clause to ensure that the Department of Finance has the resources necessary to meet its financial obligations.

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

Yes – 6 No – 0

Moved by Winkel and seconded by Abens to adopt 2025-161 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2025-161.**

Yes – 6 No – 0

SECOND READINGS:

Clerk of Council Nicholas Ciofani:

O 2025-145 An Ordinance providing for the renaming of Thibo Trail to Orchard Park Drive.
(Introduced by Mayor Corcoran; First Reading on 11-03-2025; Planning Commission on 11-12-2025; Public Hearing on 12-15-2025)

Ordinance Number 2025-145 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

O 2025-151 An Ordinance authorizing the Mayor to enter into a contract with Fishbeck, a professional consulting firm specializing in engineering, environmental sciences, architecture, and construction management, to provide engineering services for the Sugar Ridge Road and Bender Road Roundabout in an amount not to exceed \$429,807.00.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)

Ordinance Number 2025-151 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

- O 2025-152 An Ordinance authorizing the Mayor to enter into a contract with American Structurepoint Inc., a national full-service architecture and engineering firm, to provide engineering services for the Sugar Ridge Road Rehabilitation Project in an amount not to exceed \$370,410.00.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)

Ordinance Number 2025-152 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

- O 2025-154 An Ordinance suspending by-right cluster subdivisions in the R-1 Residence District and amending Chapters 1250, 1280, and 1282 of the North Ridgeville Zoning Code.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Planning Commission on 12-09-2025; Public Hearing on 12-15-2025)

Ordinance Number 2025-154 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

- O 2025-155 An Ordinance amending Ordinance No. 5311-2016 adopted by Council on January 4, 2016, to remove certain parcels.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)

Ordinance Number 2025-155 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

- O 2025-157 An Ordinance amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Planning Commission on 12-09-2025; Public Hearing on 12-15-2025)

Ordinance Number 2025-157 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

- O 2025-158 An Ordinance providing appropriations for current expenses and other expenditures of the City of North Ridgeville, Ohio, for the period commencing January 1, 2026, and ending December 31, 2026.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025)

Ordinance Number 2025-158 moved to Third Readings.

Clerk of Council Nicholas Ciofani:

- O 2025-159 An Ordinance vacating a portion of Aspen Street.
(Introduced by Mayor Corcoran; First Reading on 11-17-2025; Planning Commission on 12-09-2025; Public Hearing on 12-15-2025)

Ordinance Number 2025-159 moved to Third Readings.

THIRD READINGS:

- ~~O 2025-114 An Ordinance amending Sections 878.01, 878.03, 878.04 and 878.06 of the Codified Ordinances of the City of North Ridgeville, Ohio, to provide for the levy of an additional seventy five one hundredths percent (0.75%) income tax, beginning January 1, 2026, and to provide for a credit up to one percent (1.0%) for income paid to other municipalities.
(Introduced by Mayor Corcoran; Finance Committee Meeting on 07-16-2025; First Reading on 07-21-2025; Second Reading on 08-04-2025)~~

Ordinance Number 2025-114 has been removed from the agenda.

Clerk of Council Nicholas Ciofani:

- 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; First Reading on 11-03-2025; Second Reading on 11-17-2025)

Moved by Swenk and seconded by Winkel to adopt 2025-146.

A roll call vote was taken on the adoption, and the motion carried for **Ordinance Number 2025-146.**
Yes – 6 No – 0

MEETING ANNOUNCEMENTS:

President Jacobs noted the following:

1. A Public Hearing will be held on Monday, December 15, 2025, at 6:30 p.m. in Council Chambers to discuss ORD. NO. 2025-145, the renaming of Tibo Trail to Orchard Park Drive.

2. A Public Hearing will be held on Monday, December 15, 2025, at 6:35 p.m. in Council Chambers to discuss ORD. NO. 2025-110, 2025-154, and 2025-157.
3. A Public Hearing will be held on Monday, December 15, 2025, at 6:45 p.m. in Council Chambers to discuss ORD. NO. 2025-159.
4. The next Regular City Council meeting will be held on Monday, December 15, 2025, at 7:00 p.m. in Council Chambers.

Councilman Winkel mentioned that one reason he is on City Council is that, years ago, he struggled to get information, which was frustrating. He understands that calling, emailing, or reaching out can be intimidating. He encouraged residents to talk to him because many issues can easily be misunderstood.

President Jacobs seconded Councilman Winkel's remarks. President Jacobs reiterated that Councilwoman Swenk has accepted the Council At-Large position to which she was elected. City Council is accepting applications for a Ward 1 representative. They are due by December 11, 2025. Applications can be emailed to the Assistant Clerk of Council at councilclerks@nridgeville.org or dropped off here at the Council's Office.

ADJOURNMENT:

President Jacobs adjourned the meeting at 8:03 p.m.

Approval of minutes on December 15, 2025:

Jason Jacobs
PRESIDENT OF COUNCIL

Nicholas Ciofani
CLERK OF COUNCIL

**NORTH RIDGEVILLE CITY COUNCIL
UTILITIES COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS - 6:15 p.m.
MONDAY, DECEMBER 1, 2025**

To Order:

Chairman Martin DeVries called the Utilities Committee meeting to order at 6:15 p.m. and led the Pledge of Allegiance.

Attendance:

Members present were Councilman Bruce Abens and Chairman Martin DeVries.

Councilman Eric Shaffer was excused.

Also present: Mayor Kevin Corcoran, Planning and Development Director Kim Lieber, Finance Director April Wilkerson, Kit Nickel with TowerCO VI, LLC, Council President Jason Jacobs, Councilwoman Georgia Awig, Councilwoman Holly Swenk, Councilman Clifford Winkel, and Assistant Clerk of Council Fijabi Gallam.

Minutes:

Chairman DeVries asked for any corrections to the minutes of July 21, 2025. No discussion was offered. Minutes approved as presented.

New Business:

- O 2024-147 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; First Reading on 11-03-2025)

Chairman DeVries introduced the legislation and asked Mayor Corcoran to explain the proposed legislation.

Planning and Development Director Kim Lieber remarked that in 2016, City Council authorized then-Mayor David Gillock to enter into an agreement with TowerCo to install a cell tower at the Shady Drive Complex. Although the agreement was executed, the tower was never constructed, and the project stalled for reasons that remain unclear. Recently, TowerCo renewed its interest and

approached the City to revisit the proposal. After reviewing the 2016 agreement, the administration determined that renegotiating the terms would better serve the City's interests. The proposed agreement reduces the lease area from approximately 5,600 square feet to 2,400 square feet and extends the term from 25 years to 50 years, with an initial five-year term and nine renewal periods. Financial terms have also improved: the City will receive a \$2,500 signing bonus, \$1,500 monthly rent with a 1.5% annual increase after the first year, and an additional \$500 per major carrier added to the tower. This structure aligns with regional standards and significantly increases projected revenue, from over 25 years under the old agreement to more than \$1.8 million over 50 years. The tower's location will shift eastward within the complex to avoid potential future road alignments, and the site plan will require Planning Commission and Council approval. The tower height remains unchanged. Overall, the revised agreement represents a more favorable deal for North Ridgeville, and the administration recommends City Council's support in 2025, as it did in 2016.

Chairman DeVries asked if there were any questions or concerns from the committee.

Councilman Abens inquired about the start date of the project.

Kit Nickel from TowerCo., at 7560 Columbia Road in Olmsted Falls, has been with Tower Co. for over two years and has more than 28 years of experience in the wireless industry, building and remodeling cell sites. Regarding this project, TowerCo represents Verizon, a national wireless carrier with significant budget considerations and priorities. Back in 2015–2016, North Ridgeville was still a growing area, and the proposed tower may have been deprioritized for more pressing needs elsewhere. Today, with continued residential development and increased demand for reliable connectivity, the need for this tower has become critical. Mobile service is essential even for households with fiber connections, as many people work remotely and rely on wireless technology. Additionally, carriers like Verizon, T-Mobile, and AT&T are expanding fixed wireless internet services, which depend on new tower sites. These projects are not undertaken arbitrarily; carriers only invest when they can do so profitably or to meet regulatory coverage requirements. In short, the previous delay was likely due to budget prioritization, but with the area's growth and future development, this tower is now necessary.

Chairman DeVries asked if there were any questions or concerns from the remaining Councilmembers.

Councilman Winkel inquired about the acreage impact of the proposed site.

Director Lieber remarked that the acreage is approximately 2,400 square feet, forming a 40-by-60-foot compound with a small shelter.

Councilman Winkel wanted to know whether the City has access to the property around the tower for any issues.

Director Lieber noted that the agreement allows the City access to the lease area for health, safety, or maintenance purposes, though not inside equipment cabinets.

Mr. Nickel added that a buffer of five to six feet between the compound fence and the adjacent ball diamond was planned to allow grass cutting and fence repairs by both the City and TowerCo.

Councilman DeVries asked if the tower is engineered to collapse on itself.

Mr. Nickel explained that it will be a monopole structure, engineered to collapse on itself in the event of failure, rather than using wires, which are uncommon in this region.

Moved by Chairman DeVries and seconded by Abens to send Ordinance Number 2025-147 back to City Council for consideration.

A voice vote was taken, and the motion carried.

Yes – 2 No – 0

Adjournment:

Chairman DeVries adjourned the meeting at 6:26 p.m.

Date Approved:

Fijabi Gallam, MMC
Assistant Clerk of Council

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
MINUTES OF THE
REGULAR MEETING – TUESDAY, DECEMBER 2, 2025**

CALL TO ORDER

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

ROLL CALL

Present was Secretary Amie Espinosa-Gonzalez and Chairman Sam Spann.

Also present was Deputy Clerk of Council Tina Wieber.

Co-Chairwoman Cheryl Farver was excused.

APPROVAL OF MINUTES

Regular Meeting Minutes of October 27, 2025

Chairman Sam Spann stated that the Commission received the meeting minutes from the October 27, 2025, meeting and asked if there were any comments, questions or corrections.

None were given.

Moved by Spann and seconded by Espinosa-Gonzalez to approve the October 27, 2025 meeting minutes.

A voice vote was taken and the motion carried.

Yes – 2 No – 0

REPORTS

Request for withdrawal from the Patrol Officer Step 1 Entrance Eligibility List from Sgt. Matt Downing for Patrick Haffner dated November 6, 2025.

Chairman Spann stated that the Commission had received a request for withdrawal from the Patrol Officer Step 1 Entrance Eligibility List dated November 6, 2025 for Patrick Haffner from Sgt. Matt Downing.

Request for withdrawal from the Patrol Officer Step 1 Entrance Eligibility List from Sgt. Matt Downing for Scott Brubaker dated November 12, 2025.

Request for withdrawal from the Patrol Officer Step 1 Entrance Eligibility List from Sgt. Matt Downing for Justin Malinak dated November 12, 2025.

Request for withdrawal from the Patrol Officer Step 1 Entrance Eligibility List from Sgt. Matt Downing for Frederick Thacker dated November 12, 2025.

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
REGULAR MEETING – TUESDAY, DECEMBER 2, 2025**

PAGE 2

Chairman Spann stated that the Commission had also received several requests for withdrawal from the Patrol Officer Step 1 Entrance Eligibility List dated November 12, 2025 for Scott Brubaker, Justin Malinak and Frederick Thacker from Sgt. Matt Downing.

Received resignation letter from Police Chief Freeman for Patrol Officer Brad Parker effective November 12, 2025.

Chairman Spann stated that the Commission received a resignation letter for Patrol Officer Brad Parker from Police Chief Freeman dated November 12, 2025 and wished him good luck in his future endeavors.

Notice of Fire Chief Promotional Examination

Deputy Clerk of Council Wieber stated that the notice of the Fire Chief promotional examination went out November 7th and that the invitations for the examination would be sent out on Friday, December 5th. She added that if she received a negative reply from either of the assistant fire chiefs regarding taking the exam, because there were only two, that invitations would then be sent out to the captains.

UNFINISHED BUSINESS

NEW BUSINESS

Re-certify the 2025-2027 Patrol Officer Step 1 Entrance Eligibility List due to the request for withdrawal.

Chairman Spann stated that the Commission would need to re-certify the 2025-2027 Patrol Officer Step 1 Entrance Eligibility List due to the requests for withdrawal. 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 2025-2027 Patrol Officer Step 1 Entrance Eligibility List

A voice vote was taken and the motion carried.

Yes – 2 No – 0

Re-certify the 2025-2027 Patrol Officer Step 1 Top 10 Entrance Eligibility List due to the request for withdrawal.

Chairman Spann stated that the Commission would need to re-certify the 2025-2027 Patrol Officer Step 1 Top 10 Entrance Eligibility List due to the requests for withdrawal. 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.

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
REGULAR MEETING – TUESDAY, DECEMBER 2, 2025**

PAGE 3

Moved by Spann and seconded by Espinosa-Gonzalez to re-certify 2025-2027 Patrol Officer Step 1 Top 10 Entrance Eligibility List.

A voice vote was taken and the motion carried.

Yes – 2 No – 0

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

Chairman Spann stated that the Commission would need to re-certify the 2024-2026 Police Sergeant Promotional Examination Eligibility List due to the resignation. 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 – 2 No – 0

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

Chairman Spann stated that the last item of new business was to re-certify the 2024-2026 Police Sergeant Promotional Examination Top 3 Eligibility List due to the resignation. 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 Top 3 Eligibility List.

A voice vote was taken and the motion carried.

Yes – 2 No – 0

ADJOURNMENT

Moved by Spann and seconded by Espinosa-Gonzalez to adjourn the meeting.

A voice vote was taken and the motion carried.

Yes – 2 No – 0

The meeting was adjourned at 5:05 PM.

Sam Spann
Chairman

Tina Wieber
Deputy Clerk of Council, Recording Secretary

Monday, January 26, 2026
Date Approved

Building Division Monthly Report



PERMITS	NOVEMBER			YEAR TO DATE		
	Permits	Est. Cost	Fees	Permits	Est. Cost	Fees
Accessory Structure	6	115,842.62	531.56	126	1,565,121.21	12,945.50
Accessory Structure - Eng				1	0.00	0.00
Addition	1	36,500.00	464.60	17	2,291,122.00	11,545.50
Addition - Eng				2	0.00	80.00
Air Conditioner	9	55,660.50	727.20	225	1,521,098.63	20,145.00
Alterations	5	115,500.00	7,100.97	44	3,180,528.08	36,271.75
Apron	3	0.00	240.00	68	1,771.66	5,360.00
Backflow Preventor				20	5,918.40	1,376.80
Change of Grade				5	0.00	470.00
Commercial Parking Lot				12	516,364.00	3,604.00
Com New Construction				3	7,720,000.00	3,795.33
Com New Construction - Eng				5	0.00	0.00
Culvert Pipe/Ditch Enclosure	2	0.00	160.00	5	0.00	400.00
Deck/Porch	3	25,500.00	248.46	48	586,790.41	4,222.99
Demolition	1	10,500.00	150.00	14	247,817.00	1,959.00
Drain Tile				3	23,500.00	241.60
Driveway	3	22,000.00	240.00	113	956,870.54	8,800.00
Electrical	3	16,012.00	549.45	80	327,670.40	7,570.65
Fence	16	138,809.00	1,280.00	246	1,818,900.67	19,520.00
Fire Alarm	2	21,737.00	648.65	5	52,737.00	2,142.15
Fire Suppression/Protection				5	219,589.00	2,761.43
Furnace	17	157,715.50	1,529.70	225	1,740,877.58	20,457.25
General Inspection	1	0.00	150.00	4	766.66	390.80
Generator	4	74,830.84	407.45	55	679,387.57	4,607.10
Home Occupation	1	0.00	50.00	4	0.00	200.00
Hot Tub				5	47,300.00	404.00
Lawn Sprinkler	2	1,700.00	161.60	58	123,298.60	4,686.40
Major Subdivision - Eng				3	0.00	0.00
New Condo (1-3 Units)				2	300,000.00	2,257.40
New Condo (1-3 Units) - Eng				2	0.00	475.00
New Dwelling BSH				6	3,390,000.00	2,270.00
New Dwelling BSH - Eng				6	0.00	0.00
Plumbing	1	50.00	95.95	13	61,365.00	1,139.35
Plumbing - Water Tank	7	14,978.00	565.60	91	240,332.58	7,352.80
Re-Roof/Gutters	24	332,113.96	1,939.20	420	6,811,299.09	34,423.25
Res New Dwelling	16	5,110,861.00	33,279.90	73	28,193,145.00	153,777.60
Res New Dwelling - Eng	16	347,673.00	7,700.00	73	347,673.00	34,775.00
Sanitary Repair/Replacement	3	0.00	160.00	41	5,632.10	2,880.00
Sanitary Sewer Tap	17	0.00	91,352.37	89	0.00	547,638.61
Sanitary Sewer Tap - Avon/Sheffield	9	0.00	63,053.89	44	0.00	227,039.03
Sidewalk	2	0.00	160.00	40	13,300.00	2,960.00
Siding	3	26,300.00	242.40	54	836,071.70	4,364.00
Sign - Permanent	3	17,910.78	317.86	21	127,923.70	3,228.40
Sign - Temporary				5	3,087.05	125.00
Solar Panel	3	92,620.00	242.40	17	419,967.78	1,373.60
Storage Tanks				1	0.00	0.00
Storm Connection				3	0.00	240.00
Storm Repair/Replacement				25	0.00	1,840.00
Sump Pump				3	10,189.13	242.40
Swimming Pool	1	70,000.00	185.00	24	425,583.26	2,760.00
Tent				1	0.00	25.75
Water Meter	2	1,700.00	160.00	67	100,320.80	5,360.00
Water Tap	16	0.00	0.00	83	0.00	0.00
Waterline	2	0.00	235.00	20	0.00	1,595.00
Waterproofing	3	53,878.08	242.40	24	353,389.70	2,019.95
Windows/Doors	12	136,882.05	969.60	220	2,477,199.31	17,614.85
Woodburner Fireplace				1	5,000.00	80.80

TOTAL	219	6,997,274.33	215,541.21	2,870	67,748,908.61	1,231,815.04
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Building Division Monthly Report



ENFORCEMENTS	NOVEMBER	YEAR TO DATE
	Entries	Entries
Advisory	1	3
Backflow Program	8	39
Compliance with Approved Plan		3
Commercial Basin Inspection		0
Contractor Registration		0
Engineering Complaint	1	26
Home Occupation Permit		1
Mud on Road		0
Property Maintenance	7	87
Property Maintenance Complaint	7	250
Service		9
Working without Permit		24
TOTAL	24	442

CONTRACTOR REGISTRATIONS	28	831
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INSPECTIONS	653	8593
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COMMITTEE REPORT
UTILITIES COMMITTEE MEETING
DATE: December 1, 2025

FIRST REVIEW: December 1, 2025

- O 2024-147 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; First Reading on 11-03-2025)

COMMITTEE ACTION FOR 2025-147: 3-0

The committee reviewed and considered ORD. NO. 2025-147. They motioned to send ORD. NO. 2025-147 back to City Council for consideration without any recommended changes.

Signed: December 2, 2025

Members of the Committee:

Member: Eric Shaffer Member: Excused

Member: Bruce Abens Member: Bruce F Abens

Chairman: Martin DeVries Chairman: Martin DeVries

Fwd: Resignation Letter from Eric Shaffer

From [REDACTED]

Date Tue 2025-12-09 8:40 PM

To [REDACTED]

Eric asked me to send due to technical difficulties

In Liberty
Greg Fanning

----- Forwarded message -----

From: **eric shaffer** <[REDACTED]>

Date: Tue, Dec 9, 2025 at 8:31 PM

Subject: resignation letter

To: Gregory Fanning [REDACTED]

To all:


I am stepping away from my Ward 2 councilman position. My last day will be January 1st, 2026.

This is a resignation in lieu of discharge.

I enjoyed serving the people and hope I made a difference in someone's life.

Yours,
Eric T. Shaffer, Esq.



DATE: December 11, 2025
TO: Mayor Corcoran, City Council
FROM: April Wilkerson, Director of Finance 
RE: **Review of the Solid Waste Management Fund**

Ordinance No. 5479-2017 requires the City Auditor to evaluate the financial position of the Solid Waste Management Fund annually, after September 30th, and recommend whether or not a rate adjustment is necessary or if a rate holiday shall be declared.

Based on the forecast and assumptions known today, a rate adjustment is not needed for the upcoming year. Although the rate charged by our supplier is expected to increase in 2026, the Solid Waste Management Fund balance is adequate to maintain the required carry-forward balance. Additionally, the projected fund balance is not high enough to allow for a rate holiday.

Attached to this memorandum please find the analysis of the Solid Waste Management Fund which includes anticipated balances as of December 31, 2025 as well as forecasted balances through 2030.

Please let me know if you have any questions or concerns.

Thank you.

City of North Ridgeville, Ohio
Schedule of Revenues, Expenditures and Changes in Fund Balance
For the Years Ended December 31, 2022 through 2024 Actual
For the Year Ending December 31, 2025 through 2030 Forecasted

	Actual			Budget	Year-End	Forecasted				
	2022	2023	2024	2025	Estimate 2025	2026	2027	2028	2029	2030
Revenues										
Charges for Services	\$3,460,643	\$3,634,426	\$3,836,521	\$4,248,695	\$4,006,392	\$4,286,474	\$4,373,458	\$4,551,958	\$4,766,040	\$5,031,323
Interest	3,666	11,777	20,569	15,000	25,712	23,000	10,000	10,000	10,000	10,000
Miscellaneous	695	947	565	500	624	500	500	500	500	500
Total Revenues	3,465,004	3,647,150	3,857,655	4,264,195	4,032,728	4,309,974	4,383,958	4,562,458	4,776,540	5,041,823
Expenditures										
Basic Utility Services										
Personal Services	53,262	52,757	58,043	71,150	71,150	73,000	75,000	77,000	79,000	81,000
Other Expenditures	251,381	101,872	113,065	140,702	112,264	148,000	155,000	163,000	171,000	180,000
Refuse Collection	3,247,791	3,360,266	3,566,353	4,000,000	3,759,541	3,888,802	4,140,041	4,309,104	4,511,773	4,762,943
Capital Outlay	0	0	0	0	0	0	0	0	0	0
Total Expenditures	3,552,434	3,514,895	3,737,460	4,211,852	3,942,955	4,109,802	4,370,041	4,549,104	4,761,773	5,023,943
Excess (Deficiency) of Revenues over Expenditures	(87,430)	132,254	120,195	52,343	89,773	200,172	13,918	13,353	14,767	17,880
Fund Balances, Beginning of Year	488,127	400,696	532,951	653,145	623,830	705,488	905,661	919,578	932,932	947,699
Fund Balance, End of Year	400,696	532,951	653,145	705,488	713,603	905,661	919,578	932,932	947,699	965,579
Less Target Carry-Forward	(541,299)	(560,044)	(594,392)	(666,667)	(626,590)	(648,134)	(690,007)	(718,184)	(751,962)	(793,824)
Available for Rate Holiday	(\$140,602)	(\$27,094)	\$58,753	\$38,822	\$87,013	\$257,527	\$229,572	\$214,748	\$195,737	\$171,756



Planning Commission Report MEETING OF DECEMBER 9, 2025

The North Ridgeville Planning Commission took action on the following items at their regular meeting of December 9, 2025:

NEW BUSINESS

PPZ2025-0392 Ridgefield Subdivision, PPN: 07-00-001-000-473

Applicant: Keith Filipkowski/Pulte Homes of Ohio Corp., 387 Medina Rd, Suite 1700, Medina, OH 44256. Owner: Bob Schmitt Homes, Inc., 9095 Gatestone Rd, North Ridgeville, OH 44039. Proposal consists of an amendment to the preliminary plan.

PC ACTION: Approved by a vote of 4 to 1 (Toth) with the following conditions:

1. Bagley Road at Gatestone Road will be improved with a westbound left turn lane as shown to be warranted in the Traffic Impact Study.
2. The Commission grants a waiver for minimum road radius for Longbrook Drive.
3. The Commission grants a waiver for maximum cul-de-sac length for Pleasant Ridge Circle.
4. The Commission grants a waiver for setback from cluster to single family lots in the model home park.
5. No waiver is granted for the cluster setbacks of subplot 873, which shall comply with code.
6. Streetlighting shall be the standard carriage fixture type along the roadway system and for the mailbox units.

O 2025-154 An Ordinance Suspending By-Right Cluster Subdivisions in the R-1 Residence District and Amending Chapters 1250, 1280 and 1282 of the North Ridgeville Zoning Code.

(Introduced by Mayor Corcoran; First reading on 11-17-2025)

PC ACTION: Approved by a vote of 5 to 0.

O 2025-157 An Ordinance Amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.

(Introduced by Mayor Corcoran; First reading on 11-17-2025)

PC ACTION: Approved with the City Engineer's proposed amendments to 1226.02 by a vote of 5 to 0.

cc: Mayor Corcoran
Law Director Moriarty
Assistant Law Director Morgan
City Engineer Eavenson
Chief Building Official Fursdon
Planning & Development Director Lieber

Planning Commission Application



NOV 14 2025

SUBMITTAL INSTRUCTIONS AND PROCEDURES

- Plan reviews will be carried out according to the processes described in the City's Zoning Code.
- **Pre-Application.** Prior to making application, applicants are recommended to contact the city to discuss their development project. City staff will outline the review process and provide a checklist of required submittals.
 - **Application Submittal.** Following the pre-application meeting, the applicant shall submit this completed application, fee and ten (10) sets of all required exhibits. All submissions shall be made in hard copy to the Building Division. Plans shall be collated, folded and easily legible.
 - **Staff Review.** The applicant shall attend a staff review meeting and may be required to submit additional information and/or revised plans based on staff input.
 - **Variations.** Where zoning variations are sought by the applicant, review by the Board of Zoning and Building Appeals will be necessary prior to consideration by the Planning Commission, requiring a separate application.
 - **Decision or Referral.** Following staff review, complete submittals for Administrative Review projects may be considered for approval. For Council Review projects, complete submittals shall be referred to the next available Planning Commission meeting, which are held the second Tuesday of each month.

PROJECT INFORMATION

Ridgefield Subdivision 07-00-001-000-473

Location address Parcel number(s)

Project type: Commercial/Industrial/Multi-Fam Prelim Major Subdivision Final Major Subdivision Lot Split

Project elements: New Construction Building Addition/Alteration Site Improvements Plat

Development of Phase 19 & 20

Project description

APPLICANT/AGENT INFORMATION

Keith Filipkowski/Pulte Homes of Ohio, Corp.

Name/Company

387 Medina Road, Suite 1700, Medina, OH 44256

Applicant address

(216)308-1627 keith.filipkowski@pulte.com

Applicant phone Applicant email

PROPERTY OWNER INFORMATION

Bob Schmitt Homes, Inc.

Name/Company

9095 Gatestone Road, North Ridgeville, OH 44039

Property owner address

440.327.9495 N/A

Property owner phone Property owner email


APPROVED
DEC 09 2025

AUTHORIZATION AND ACKNOWLEDGEMENT

 Applicant signature

 Property owner signature 11-7-25

I hereby authorize the City of North Ridgeville, including Planning Commission members, to view the premises and consent to their entry onto the property for the purpose of observing site conditions related to review of my application.

OFFICE	PPZ No. PPZ2025-0392	Planning Fee Paid \$300.00, #054351	ACTION
	 with conditions		

5639

Planning Review

PPZ: 2025-0392
Project: Ridgefield Subdivision Amended Preliminary Plan
PPN: 07-00-001-000-473
District: R-1 Residence District

Project Background and Summary:

The Ridgefield Subdivision was originally proposed in 1994 by Bob Schmitt Homes. This project prompted the creation of Chapter 1282, *Single-Family Detached and Cluster Development*, which was established through Ordinance No. 2873-94 in June 1994. The ordinance provided the regulatory framework for cluster developments in North Ridgeville, setting a precedent for similar projects over the following decades.

As originally proposed, the Ridgefield subdivision comprised about 500 acres and a total of 894 dwelling units, broken down into 701 single family units and 193 cluster units. Total open space was 110 acres, about 22% of the development site. Density was 1.79 units per acre. The development area remains zoned a combination of R-1 Residence District and B-3 Highway Commercial District. At the time, residential uses were permitted in the B-3 District through a conditional use granted by the Board of Zoning and Building Appeals.

Since the 1994 preliminary plan approval, Ridgefield has been constructed in many phases. Each phase has undergone Engineering review and final plat approval by the Planning Commission prior to recording. As each phase was submitted, minor deviations from the original preliminary plan were approved. At every stage, the developer was required to demonstrate continued compliance with the overall density, mix of unit types and minimum open space requirements established under Chapter 1282. Adjustments were typical for a project of this size and duration, including changes to the number of units, street layouts and building orientations.

Over 20 acres of additional land was added to the development over time. From the original approved preliminary plan to date, the anticipated number of dwelling units slowly increased from 894 to 1,048. In Planning Commission's most recent final plat approval (Phase 17), 29 single-family lots were created. The exhibit accompanying the application also illustrated the remaining undeveloped area and a summary table for the entire subdivision. According to that documentation, the total development area encompassed approximately 523.09 acres, with 119.5 acres of open space (about 23%). The plan reflected a total build out of 606 single-family units and 442 cluster units (1,048 total), resulting in an overall density of 1.96 units per acre.

With recent changes at Bob Schmitt Homes, the remaining 132.56-acre portion of the subdivision has been sold to Pulte Homes. Pulte will take over construction of Phase 18, which was submitted by Bob Schmitt Homes and is currently under review by the Engineering Division.

At the request of the city, Pulte is seeking amended preliminary plan approval for the remaining undeveloped area of Ridgefield. Over the past three decades, the subdivision has evolved through incremental modifications made across multiple phases. The amended preliminary plan serves to consolidate those prior adjustments and establish a clear, current framework for the completion of the remaining phases.

In addition to assuming Phase 18, Pulte Homes is proposing to develop Phases 19 and 20 of Ridgefield, which will complete the subdivision. These two final phases encompass approximately 124 acres with 61.8 acres of open space. These phases will include 54 single-family homes and 137 cluster units. While individual phases may vary in the number of units or the amount of open space, the subdivision as a whole must continue to meet all applicable zoning requirements, including overall density, unit mix and minimum open space.

The chart below summarizes the key zoning information from the 1994 approved preliminary plan, the full build out analysis submitted by Bob Schmitt Homes with Phase 17 final plat and the proposed full build out analysis submitted by Pulte with their application for this amended preliminary plan.

Full Build Out Scenarios

	1994 Approved Preliminary Plan	Per Phase 17 Submittal by Bob Schmitt Homes	As Proposed by Pulte
Total Area (acres)	500	523.0892	523.5154
Total Dwelling Units	894	1,048	980
Single-Family Units	701	606	559
Cluster Units	193	442	421
Cluster Units as % of Allowable (2.3 du/ac) <i>35% max permitted</i>	16.8%	36.7%	34.97%
Open Space (acres)	110	119.5	159.0317
Open Space (%) <i>20% min required</i>	22%	22.9%	30.37%
Density (units/acre) <i>2.3 max permitted</i>	1.79	1.96	1.87

Residents in these phases will be fully integrated into the neighborhood and will have access to the same recreational amenities, including the Ridgefield recreation facilities, as all other subdivision residents.

As proposed the amended preliminary plan is zoning compliant. The applicant is requesting three small modifications from Planning Commission on subdivision design standards and one area of cluster unit spacing as noted below.

Comments Addressed from Staff Review:

- Continue subplot numbering from previous phases
- 1474.09 A minimum setback of ten (10) feet must be provided from a property line to the top of bank of a detention basin, retention basin, water quality swale, created wetland, bioretention cell, or other storm water quality structure designed to hold storm water.
- Adjust utility locations to keep out of sublots and in ROW or blocks

Remaining Recommendations:

- Provide traffic impact study for Phases 19 and 20.
- 1226.09 Design standards – Planning Commission can allow modified street radius for Longbrook Drive and cul-de-sac length for Pleasant Ridge Circle as proposed.
- 1282.11 Cluster building spacing – Planning Commission can allow less than the required spacing of cluster units to open space or single family lots. Pulte proposes building three model homes for the three types of housing that include one single family and two cluster lots. Proposed spacing does not comply however it is proposed so that the units have visibly consistent spacing along the street.
- Mailbox locations are tentatively proposed at the green star locations, but more detail will be needed in construction drawings for engineering review.
- Minimum of three street tree types are required with the goal of creating shaded streets. Tree selections shall be approved by City Arborist.



PROJECT INFORMATION

Ridgefield Subdivision	
Proposed project	
Preliminary Phases 19 & 20	07-00-001-000-473
Location	Parcel number
December 9, 2025	November 26, 2025
Meeting date	Comments due

RECOMMENDATIONS

Type comments here. Attach additional sheets as necessary.

Preliminary Plan Review

1. 1282.11 (b)(2) In the Model Home Park area S/L 56 Cluster Dwelling shall be 35 feet from S/L 1 side property line.
2. 1282.11 (c)(2) Single Family corner lots shall have 95 feet of width.
3. All sublots need to be numbered consecutively all the way to S/L 980.

SUBMITTED BY

Guy M. Fursdon	Chief Building Official
Administrative officer signature	Title

Planning Commission Bylaws Article V Section 2 – Administrative Review. All applications including those plans and maps submitted to the Commission shall be referred to Administrative Officers. Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Secretary not later than ten (10) calendar days after receipt. Administrative Officers who have not acted within the allotted time shall be deemed to have concurred with plans as submitted.



PROJECT INFORMATION

Ridgefield Subdivision	
Proposed project	
Preliminary Phases 19 & 20	07-00-001-000-473
Location	Parcel number
December 9, 2025	December 5, 2025
Meeting date	Comments due

RECOMMENDATIONS

The Engineering Division will have more in-depth review and comments when the final plans are submitted and the Engineering Application.

- Sanitary sewers need to be located within right-of-way or blocks.
- The HOA Covenants and Restrictions will need to be updated for the wetland preservation. The easement statements in Section 4 will need to be revised.
- The developer had agreed, in a meeting with the City Engineer, to rerun the stormwater management calculations and routing of the complete development, along with the pre-conditions. Maps, diagrams, calculations, etc. to back-up the calculations and support the modeling.
- The developer had agreed to do a traffic study per the request of the City Engineer. Please reach out to NOACA for any growth or buildout information for this area. Handout of Traffic Impact Study Requirements
- The developer had also stated that they would put a buffer along Birchwood Drive. This will need to be put in a block.
- The lighting and mailboxes need to be brought up to current City Requirements.
- The location of the fire hydrant for the loop in the cul-de-sac needs to be within 20' of the tie-in tee, inside the loop.
- Will the existing grading plan be updated. There is a big stockpile on the site right now.
- Wetlands should be placed in blocks owned and managed by the HOA.
- All stormwater infrastructure outside of the right-of-way is to be in blocks owned and managed by the HOA. The easement should be 20', especially near wetlands.
- Make sure the waterline is not under the sidewalk. Also, the waterline needs to be constructed per the manufacture's specifications.
- Proposed grading should stop 10' from edge of wetlands.
- Where is the wetland delineation and approved permit for filling in wetlands. Delineations are usually good for only 5 years, without a request for an extension.
- Show the FEMA flood zone elevations in this area.



Provide the wetland mitigation information.

Identify culverts lengthens.

Make sure to keep access easements to ponds in blocks.

SUBMITTED BY

Lori Birschbach-Tober

 Administrative officer signature

Assistant City Engineer

 Title

Planning Commission Bylaws Article V Section 2 – Administrative Review. All applications including those plans and maps submitted to the Commission shall be referred to Administrative Officers. Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Secretary not later than ten (10) calendar days after receipt. Administrative Officers who have not acted within the allotted time shall be deemed to have concurred with plans as submitted.



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

November 13, 2025

City of North Ridgeville
7307 Avon Belden Road
North Ridgeville OH 44039

ATTENTION: Kim Lieber
Planning & Development
(440)490-2078

RE: Ridgefield Subdivision
Phases 19 & 20
North Ridgeville, Ohio
DGB Order No. 5639

Kim:

On behalf of Pulte Homes of Ohio, enclosed please find the following information, for your use and distribution:

- 1) One completed, signed Planning Commission Application
- 2) Ten (10) sets of the Preliminary Plan-Sheets 1 - 5 (24" x 36")
- 3) One check in the amount of \$300.00 to cover the cost of review fees..

We respectfully request to be placed on the agenda for the December 9th Planning Commission Meeting. If you have any questions, or if you need additional information, please don't hesitate to contact our office.

Sincerely,

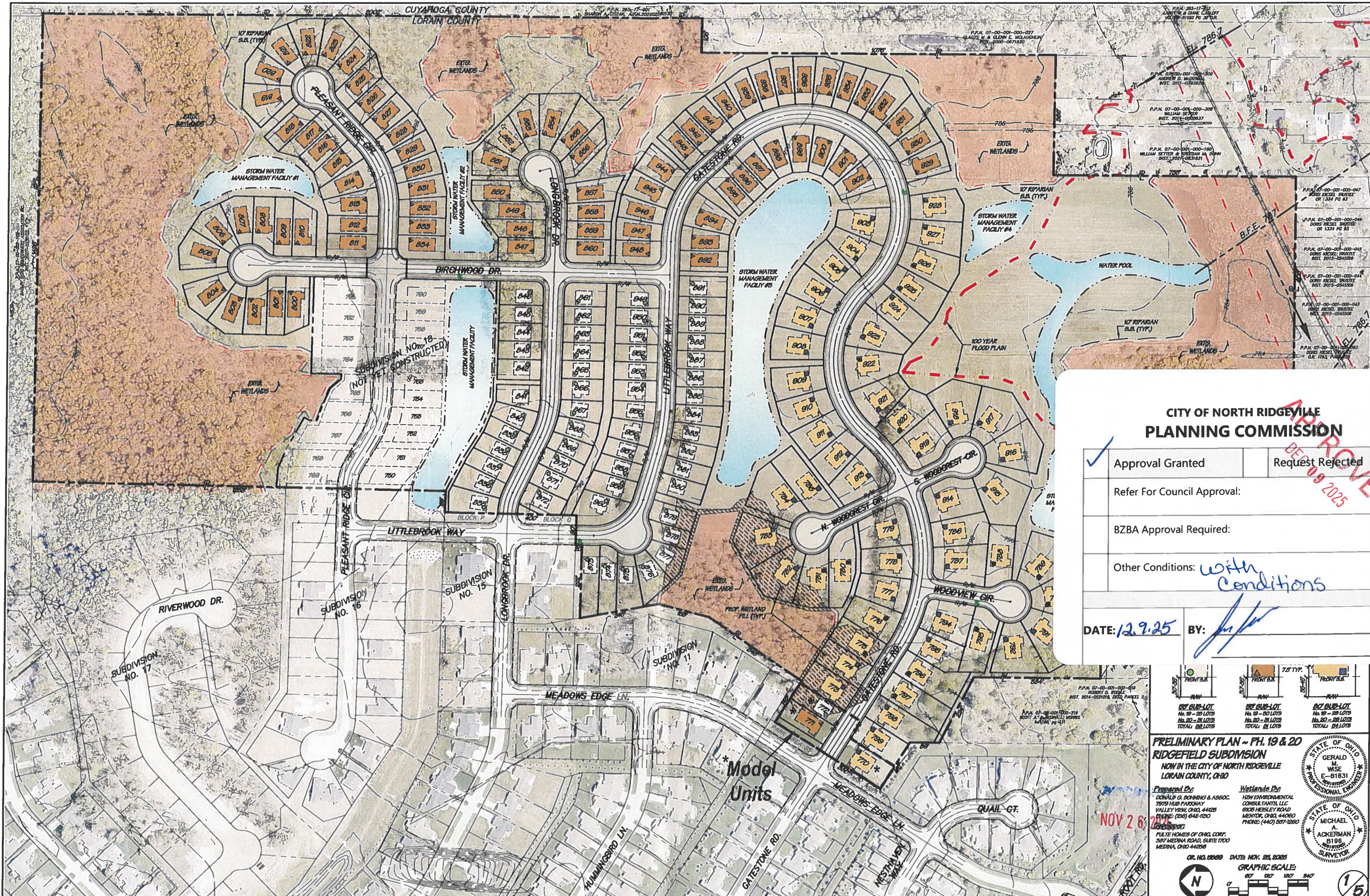
DONALD BOHNING & ASSOCIATES

Gerald M. Wise

GMW/clc

Enclosure

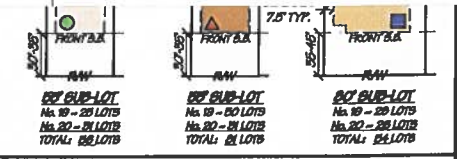
Cc: Keith Filipkowski, Pulte Homes
File 5639



**CITY OF NORTH RIDGEVILLE
PLANNING COMMISSION**

<input checked="" type="checkbox"/> Approval Granted	<input type="checkbox"/> Request Rejected
Refer For Council Approval:	
BZBA Approval Required:	
Other Conditions: <i>with conditions</i>	
DATE: <i>12.9.25</i>	BY: <i>[Signature]</i>

APPROVED
DEC 9 2025



**PRELIMINARY PLAN - PH. 19 & 20
RIDGEFIELD SUBDIVISION**
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO

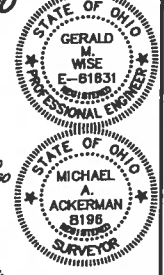
Prepared By: DONALD G. BOHANNON & ASSOC. 7879 HUD PARKWAY VALLEY VIEW, OHIO 44125 PHONE: (216) 648-1130

Wetlands By: NEW ENVIRONMENTAL CONSULTANTS, LLC 6125 HESLEY ROAD MENTOR, OHIO 44060 PHONE: (440) 307-0200

DATE: NOV. 25, 2025
GRAPHIC SCALE: 1" = 100'

OR. NO. 08609

NOV 26 2025



All dimensions in accordance with 11/25/2025 - 2.25m

Subdivision No. 19

Subdivision No. 20

APPROVED
DEC 09 2025

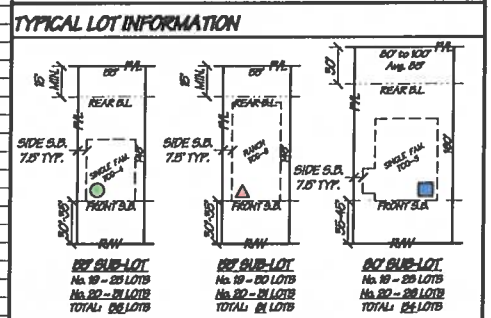
- WATER REQUEST:**
- 1) 1226.09(a) - MINIMUM RADIUS FOR FAMILY RESIDENCES = 280'
PROPOSED 150' (LONGBROOK DRIVE)
 - 2) 1226.09(a) - CUL-DE-SAC LENGTH = 600' MAX
- PROPOSED 650' (PLEASANT RIDGE CIRCLE)
 - 3) 1202.11(1)(2) - CLUSTER AREA LOTS SHALL BE SET BACK NOT LESS THAN 15' FROM COMMON OPEN SPACE AND 25' FROM A DETACHED SINGLE-FAMILY SIDE AND REAR YARD PROPERTY LINE.
- PROPOSED LOT 771 TO HAVE 0' TO COMMON OPEN SPACE BLOCK
- PROPOSED LOT 772 TO HAVE 15' TO SINGLE FAMILY LOT 775

LOT DATA (80' WIDE SINGLE-FAMILY LOTS ~ TC95)				ZONING INFO: CHAPTER 1282 SINGLE-FAMILY DETACHED CLUSTER			
Lot No.	Lot Area (Sq. Ft.)	Front Bldg. Line (Ft.)	Lot Width at Bldg. Line (Ft.)	ITEM	CODE	CODE	PROP.
770	12,800	35	80	AREA	Min. 25 Ac.		525.5154 Ac.
773	12,800	35	80	DENSITY	Max. 25 Un./Ac.	525.5154 Ac. x 2.5 = 1304 Units	980
774	12,800	35	80				1.87 Un./Ac.
775	12,800	35	80	OPEN SPACE	20% Min.	525.5154 Ac. x 0.20 = 104.7 Ac.	155.0517 Ac.
776	14,219	35	98	CLUSTER LOTS	35%	1204 Un. x 0.35 = 421 Lots	421 Lots
777	14,224	35	99	DET. SINGLE FAMIL LOTS	65%	1204 Un. x 0.65 = 782 Lots	782 Lots
778	14,229	35	99				
779	17,568	35	129				
780	17,140	40	114				
781	14,753	40	82				
782	18,291	40	82				
783	19,551	40	83				
784	18,703	40	83				
785	18,066	40	98				
786	15,099	35	80				
787	18,242	35	103				
788	14,448	40	87				
789	19,207	40	82				
790	19,207	40	82				
791	21,036	40	82				
792	17,697	40	82				
793	15,290	40	87				
794	16,278	35	103				
795	13,514	35	80				
796	18,370	35	80				
797	17,193	35	80				
798	16,080	35	80				
799	12,800	35	80				
903	13,851	45	102				
904	13,152	45	96				
905	13,856	45	80				
906	14,119	45	80				
907	14,119	45	80				
908	14,119	45	80				
909	14,119	45	80				
910	14,202	45	80				
911	13,273	45	80				
912	13,158	45	80				
913	18,281	45	125				
914	18,887	35	113				
915	20,304	40	82				
916	19,207	40	82				
917	19,207	40	82				
918	19,207	40	82				
919	18,655	40	113				
920	14,899	40	80				
921	16,165	40	119				
922	17,196	40	124				
923	17,974	40	124				
924	15,337	40	80				
925	16,698	40	80				
926	16,351	40	80				
927	14,626	40	80				
928	13,864	40	80				
TOTAL:	2,095		4,759				
AVERAGE:	39		88				

AREA CHART:

SUBD.	Total Acres	Open Space	%	Single Fam. Lot	Cluster Lot
*1-18	599.5480	96.7719	16.17%	5205	224
19	67.0225	53.1076	79.25%	28	75
20	58.9601	29.2225	50.57%	26	62
TOTAL:	725.5286	179.0997	24.69%	5259	421

* INFORMATION SUPPLIED BY BOB SCHMITT HOMES, INC.



PRELIMINARY PLAN ~ PH. 19 & 20 RIDGEFIELD SUBDIVISION
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO

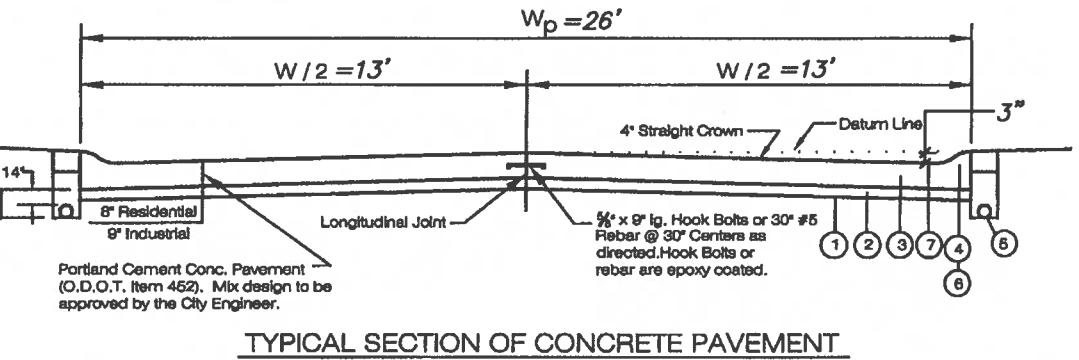
Prepared By: DONALD G. BORRING & ASSOC., INC.
7878 HUB PARKWAY
VALLEY VIEW, OHIO 44125
PHONE: (216) 642-1100

Wetlands By: H2W ENVIRONMENTAL CONSULTANTS, LLC
6025 HESLEY ROAD
MENTOR, OHIO 44060
PHONE: (414) 857-1880

Developer: FULTE HOMES OF OHIO, CORP.
287 MEDINA ROAD, SUITE 1700
MEDINA, OHIO 44028

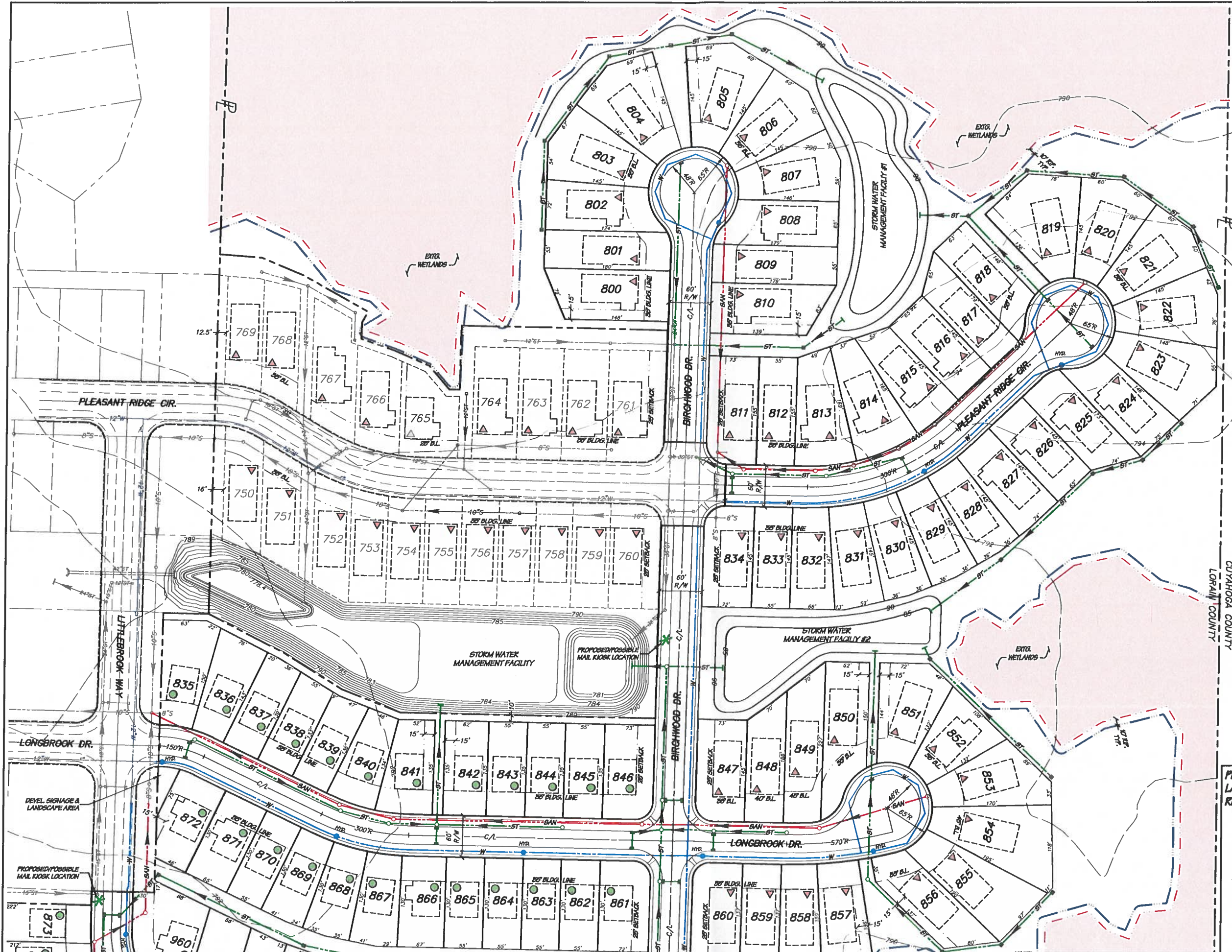
OR. NO. 00889 DATE NOV. 25, 2025
GRAPHIC SCALE: 1" = 100'

NOV 26 2025



- LEGEND**
- 1 ODOT ITEM 204 - SUBGRADE COMPACTION
 - 2 ODOT ITEM 304 - AGGREGATE BASE, 4" TH MIN.
 - 3 ODOT ITEM 452 - NON-REINFORCED CONCRETE PAVEMENT THICKNESS 8" MIN. RESIDENTIAL THICKNESS 9" MIN COMMERCIAL INDUSTRIAL
 - 4 ODOT ITEM 609 - TYPE 3 CONCRETE CURB
 - 5 ODOT ITEM 608 - 4" UNDERDRAIN
 - 6 ODOT ITEM 609 - TYPE 2 CONCRETE CURB FOR ARTERIALS, COLLECTORS, COMMERCIAL AND INDUSTRIAL
 - 7 SPECIAL - "SILENCURE" CURING AND SEALING COMPOUND PRODUCED BY CHEMMASTERS 300 EDWARDS STREET, MADISON, OHIO WWW.CHEMMASTERS.NET

11/25/2025 - 2:43pm
 11/25/2025 - 2:43pm
 11/25/2025 - 2:43pm



APPROVED
DEC 09 2025

NOV 26 2025

SYMBOL LEGEND:

CATCH BASIN	STORM MANHOLE	CURB INLETS	STORM SEWER
SANITARY MANHOLE	SANITARY SEWER	HYDRANT	WATER MAIN
	MAIL KIOSK (CBU)		

PRELIMINARY PLAN - PH. 19 & 20
LAYOUT PLAN & UTILITY SCHEMATIC
RIDGEFIELD SUBDIVISION
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO

Prepared By:
DONALD G. BOHRING & ASSOC., INC.
7879 HUB PARKWAY
VALLEY VIEW, OHIO 44125
PHONE (216) 648-1100

Wetlands By:
HEW ENVIRONMENTAL
CONSULTANTS, LLC
6105 HESLEY ROAD
MENTOR, OHIO 44060
PHONE (440) 357-2260

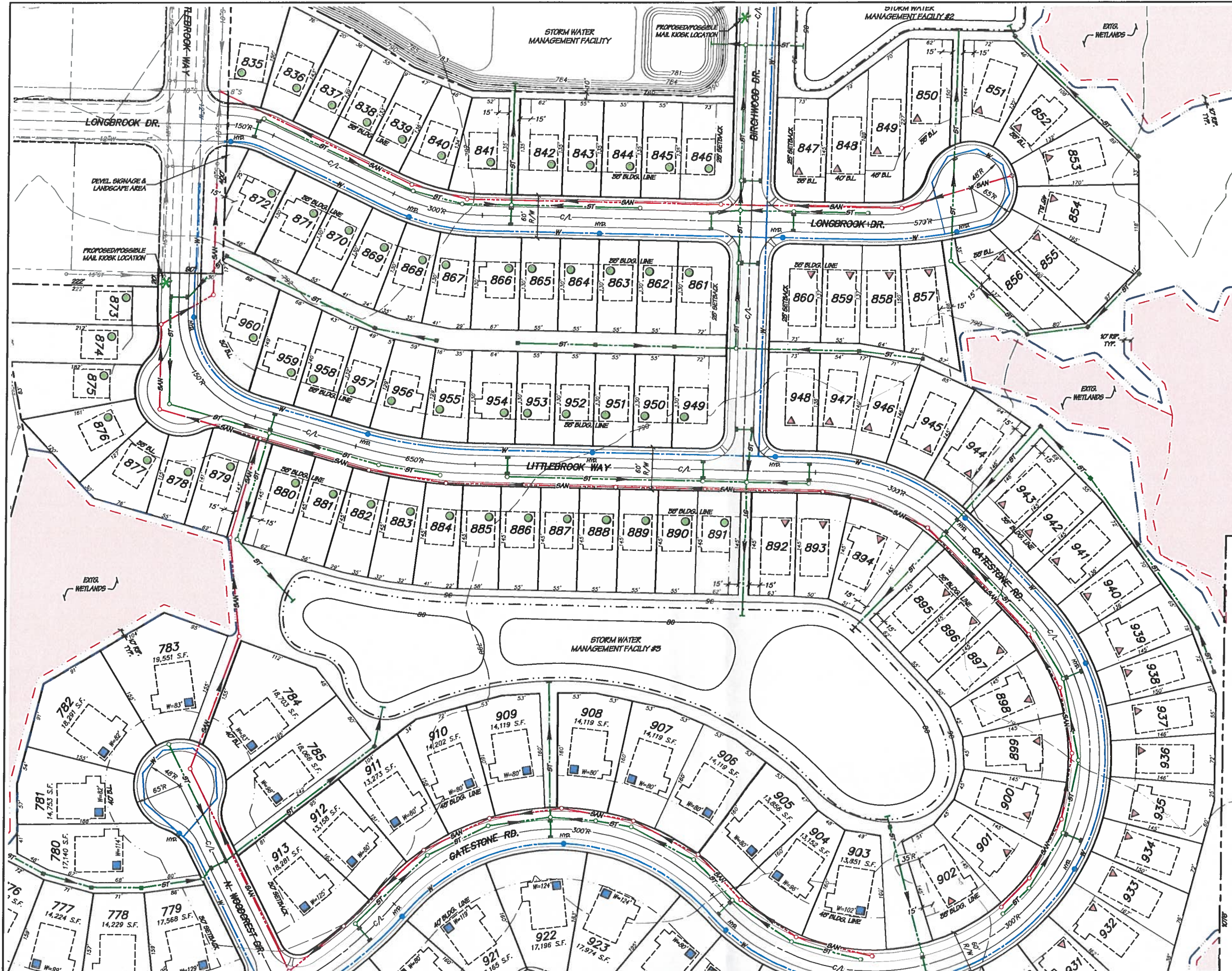
Developer:
FULTE HOMES OF OHIO, CORP.
307 MEDINA ROAD, SUITE 1700
MEDINA, OHIO 44028

CR. NO. 28869 DATE: NOV. 26, 2025
GRAPHIC SCALE:



3/5

As Prepared by LSC200-0889-0001 Utility Layout Plan 11/26/2025 - 51.53m



APPROVED

DEC 09 2025

NOV 26 2025

SYMBOL LEGEND:

PRELIMINARY PLAN - PH. 19 & 20
LAYOUT PLAN & UTILITY SCHEMATIC
RIDGEFIELD SUBDIVISION
 NOW IN THE CITY OF NORTH RIDGEVILLE
 LORAIN COUNTY, OHIO

Prepared By:
 DONALD G. BOHRING & ASSOC., INC.
 7879 HUB PARKWAY
 VALLEY VIEW, OHIO 44125
 PHONE: (216) 648-1100

Wetlands By:
 HW ENVIRONMENTAL
 CONSULTANTS, LLC
 6920 HESLEY ROAD
 MENTOR, OHIO 44060
 PHONE: (440) 257-2260

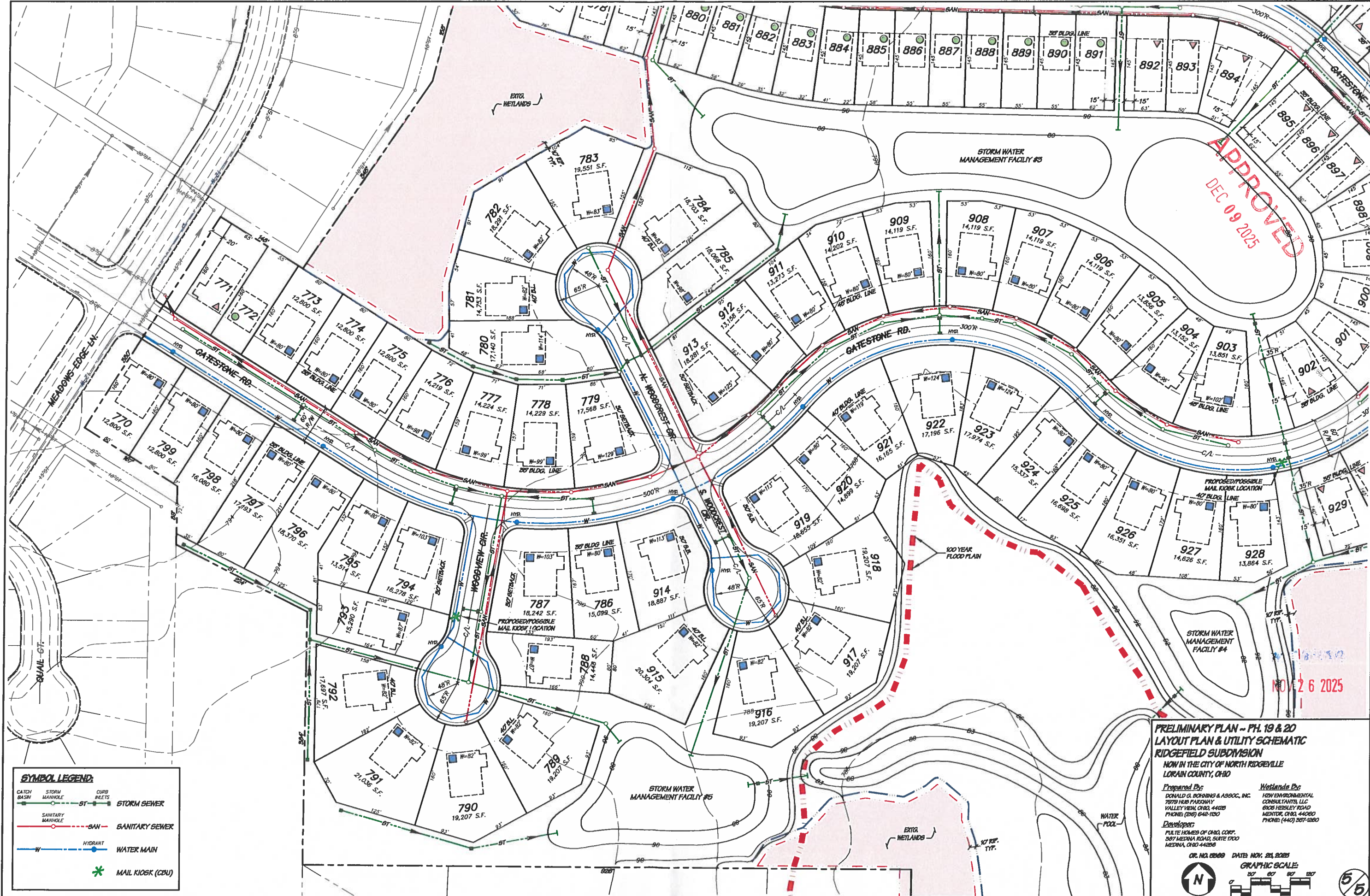
Developer:
 FULTE HOMES OF OHIO, CORP.
 307 MEDINA ROAD, SUITE 1700
 MEDINA, OHIO 44028

OR. NO. 08889 DATE: NOV. 20, 2025
 GRAPHIC SCALE:
 0' 10' 20' 30'



4/5

44 - Wetlands by L10000-0889 Wetlands Utility Schematic.dwg 11/25/2025 - 11:50am



APPROVED
DEC 09 2025

NOV 26 2025

SYMBOL LEGEND:

**PRELIMINARY PLAN - PH. 19 & 20
LAYOUT PLAN & UTILITY SCHEMATIC
RIDGEFIELD SUBDIVISION
NOW IN THE CITY OF NORTH RIDGEVILLE
LORAIN COUNTY, OHIO**

Prepared By:
DONALD G. BOHRING & ASSOC., INC.
7879 HUB PARKWAY
VALLEY VIEW, OHIO, 44228
PHONE: (216) 646-1900

Wetlands By:
H2W ENVIRONMENTAL
CONSULTANTS, LLC
6920 HESLEY ROAD
MENTOR, OHIO, 44060
PHONE: (440) 297-1280

Developer:
PULTE HOMES OF OHIO, CORP.
2877 MEDINA ROAD, SUITE 1700
MEDINA, OHIO 44028

CR. NO. 02069 DATE: NOV. 26, 2025

GRAPHIC SCALE:
1" = 100'

5/5

4: 1/2025 11/26/2025 - 11:53am
 4: 1/2025 11/26/2025 11:53am



Doc ID: 023880740032 Type: OFF
Kind: DECLARATION
Recorded: 04/04/2023 at 09:13:34 AM
Fee Amt: \$278.00 Page 1 of 32
Lorain County, Ohio
Mike Doran County Recorder
File **2023-0911397**

**THE RIDGEFIELD
HOMEOWNERS ASSOCIATION**

**THE RIDGEFIELD
SUBDIVISION**

AMENDED AND RESTATED

**DECLARATION OF COVENANTS,
RESTRICTIONS & EASEMENTS**

NORTH RIDGEVILLE, OHIO

Revised March 22, 2023

*OR Vol. 1372 Pg. 626
1996-0431558*

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OF
"THE RIDGEFIELD SUBDIVISION"

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS & EASEMENTS
OF
THE RIDGEFIELD SUBDIVISION**

WHEREAS, Bob Schmitt Homes, Inc., a successor in interest to Ridgefield Homes, Inc., its successors or assigns, as the Owner and Developer of the parcels of land, which are further described in the Plats and Phases described below and known collectively as The Ridgefield Subdivision, is developing said property pursuant to a general plan of residential development and does intend that these uniform Covenants, Restrictions & Easements attach to and run with the land; and,

WHEREAS, all prior Declarations and Covenants, Restrictions & Easements and all amendments thereto are hereby merged into this document and the provisions of this document shall govern in all respects. Any conflict between the provisions of this document and any other provisions of the Bylaws, and any rules and regulations will be interpreted in favor of this document regarding the cost of enforcement. The invalidity of any part of this document does not impair or affect in any manner the validity or enforceability of the remainder of this document and,

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 1, which has been recorded in Volume 55 Page 45 et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply and,
(1995-0364037)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 2, which has been recorded in Volume 57, Page 70 through 73, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(1996-0431557)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 3, which has been recorded in Volume 62, Pages 51 and 52, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions, & Easements apply; and,
(1999-0591312)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 4, which has been recorded in Volume 63, Pages 48 through 51, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(1999-0635189)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 5, which has been recorded in Volume 67, Pages 55 through 59, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2001-0731433)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 6, which has been recorded in Volume 68, Pages 29 through 31, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2001-0745725)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 7, which has been recorded in Volume 73, Page 13 through 16, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2002-0855306)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 8, which has been recorded in Volume 77, Page, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2003-0935363)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 9, which has been recorded in Volume 83, Page 31, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2005-0050386)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 10, which has been recorded in Volume 90, Page 75, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2006-0171528)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 11, which has been recorded in Volume 100, Page 27 thru 30, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2014-0520970)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 12, which has been recorded in Volume 101, Page 81 thru 83, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2016-0573114)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 13, which has been recorded in Volume 102, Page 84 thru 87, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,
(2016-0612142)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 14, which has been recorded in Volume 104, Page 30 thru 33, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and (2018-6058609)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 15, which has been recorded in Volume 105, Page 87 thru 90, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and, (2018-0695229)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 16, which has been recorded in Volume 109 Page 18 thru 20, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and, (2021-0797485)

WHEREAS, Ridgefield Homes, Inc., its successors or assigns have filed a Plat of The Ridgefield Subdivision, Phase 17, which has been recorded in Volume 113 Page 1 thru 3, et seq. of Plats of Lorain County Records, to which these Covenants, Restrictions & Easements apply; and,

WHEREAS, Ridgefield Homes, Inc., its successors or assigns, as Grantor, for the benefit of the Grantor, its grantees and any person who may hereinafter become an invitee, guest, occupant, tenant, lessee or the Owner of any legal or equitable interest in the said property or Existing Property, or portion thereof, a Parcel, Lot, or Living Unit in The Ridgefield Subdivision, or any Owner deriving title from, or through, or under the Grantor or a grantee, does covenant and agree that the property, any Parcel, Lot, or Living Unit, shall be held and used by all such persons or Owners subject to the following Covenants, Restrictions & Easements which shall attach to and run with the land.

ARTICLE I

SCOPE AND APPLICATION OF THESE COVENANTS, RESTRICTIONS & EASEMENTS: DEFINITIONS

Section 1. Scope and Application. The Covenants, Restrictions & Easements set forth in this document shall apply to and be imposed upon The Ridgefield Subdivision and any part thereof exclusively. Without limiting the generality of the paragraphs immediately preceding this part of the Declaration, said Covenants, Restrictions & Easements are made for the mutual and reciprocal benefit of each and every Owner, occupant, lessee, or tenant in The Ridgefield Subdivision, are intended to create mutual, equitable servitudes upon each of said Living Units in favor of each and all of the other Living Units in The Ridgefield Subdivision, to create reciprocal rights between the respective Owners, occupants, lessees, or tenants and to create a privity of contract and estate between the grantees of said Owners, their heirs, successors and assigns.

Section 2. Definitions. The following words and phrases, when used in these Covenants, Restrictions & Easements (unless the context shall prohibit), shall have the following meanings:

- (a) "Articles of Incorporation" shall mean the document drafted in conformity with the statutory requirements of Chapter 1702.01 et seq of the Ohio Revised Code and filed with the Secretary of State of Ohio in order to establish the Association as an Ohio Non-Profit Corporation.
- (b) "Association" shall mean and refer to The Ridgefield Association, which shall be an Ohio Corporation, not for profit, formed for the purpose of maintaining and administering the Common Properties and Facilities in The Ridgefield Subdivision, which have been filed at O. R. Volume 1372, Page 000625 et seq and amendments thereto of the Lorain County Recorder's Records, and are applicable to the whole Ridgefield Subdivision, providing services of general benefit to the Owners, occupants, lessees, or tenants of premises within The Ridgefield Subdivision, administering and enforcing these Covenants, Restrictions & Easements, collecting and disbursing the assessments, and exercising other functions and duties hereinafter provided for. This Association shall be deemed as the Master Association of The Ridgefield Subdivision. All references in this document to the "Association", "Master Association", and "The Ridgefield Association" shall mean and refer to the not for profit Ohio corporation established pursuant to Section 2. (a) of Article I which has been formed and is known as "THE RIDGEFIELD HOMEOWNERS ASSOCIATION", or similar name.
- (c) "Board of Directors or Trustees" and/or "Board of Managers", "Director(s)", "Trustee(s)" and/or "Manager(s)" and/or "Board" as set forth in this Document, or in the Code of Regulations of the Association, shall be one and the same and are used interchangeably.
- (d) "By-Laws" shall mean the Code of Regulations filed by the developer or the Association in the County of Lorain in the State of Ohio to provide for the government of the Association, the conduct of its officers, and the management of its property.
- (e) "City" shall mean the City of North Ridgeville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants, Restrictions & Easements that the "City" is a third party beneficiary to these Covenants, Restrictions & Easements and has the same authority to administer and enforce these Covenants, Restrictions & Easements as they relate to the Common Properties, utilities and swales, as more fully set out herein, as does the Association or Developer.
- (f) "Common Properties and Facilities" and "Common Property" shall mean and refer to recreation areas, buildings and those areas of land designated as "Park Area" or "Common Property" on any recorded subdivision plat of The

Ridgefield Subdivision and intended to be devoted to the common use and enjoyment of all the Owners, occupants, lessees and tenants of premises within The Ridgefield Subdivision, but shall not mean or refer to any areas of land designated on any recorded subdivision plat as "a Block for Future Development."

- (g) "Developer" shall mean and refer to Ridgefield Homes, Inc.,-and its successors or assigns.
- (h) "Living Unit" shall mean and refer to any single family home, or any portion of a building, or any unit of a Condominium Property, of a Cluster Dwelling or of a villa built on any Parcel or Lot within The Ridgefield Subdivision designed and intended for use and occupancy as a single family residence only.
- (i) "Lot" or "Cluster Parcel" shall mean and refer to any single family subplot or cluster dwelling/villa parcel shown upon any recorded subdivision plat of The Ridgefield Subdivision, with or without a Living Unit situated thereon.
- (j) "Member" shall mean and refer to all those Owners, occupants, lessees, or tenant who are Members of the Association as provided in Article III, hereof.
- (k) "Multifamily Structure" shall mean and refer to any building containing four (4) or more Living Units under one (1) roof.
- (l) "Neighborhood Association" shall mean and refer to a non-profit corporation or an unincorporated association of Owners formed for the purpose of regulation and maintenance of "Neighborhood Association Property", "Condominium Property" or "Cluster Dwelling Property" and, when so empowered by the Articles of Incorporation or the Covenants, Restrictions & Easements applicable thereto, or Declaration of Condominium Ownership, of such Neighborhood Association, to provide exterior maintenance upon any Parcel, Lot or Living Unit owned by or occupied by Members of such Association(s). These Neighborhood Associations shall be deemed as satellite associations and shall be subservient to the Master Association.
- (m) "Owner" shall mean and refer to an equitable owner under a Deed-in-Trust Contract or a record title owner, whether one or more persons or entities, of the fee simple title or equitable interest to any Parcel, Lot, or Living Unit situated within The Ridgefield Subdivision, at any time during the terms of these Covenants, Restrictions & Easements, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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ARTICLE II

PROPERTY SUBJECT TO COVENANTS, RESTRICTIONS & EASEMENTS

Section 1. Existing Property. The property comprising The Ridgefield Subdivision, all of which is and shall be held, transferred, sold, conveyed and occupied subject to these specific Covenants, Restrictions & Easements, is located in the City of North Ridgeville, Ohio; shall be referred to as "Existing Property" and is more particularly described in each Phase and Subdivision and any additions thereto referenced herein and fully incorporated and made a part hereof.

Section 2. Additions To Existing Property.

- (a) For and during the time that the original Grantor, Ridgefield Homes, Inc., its successors or assigns, is actively engaged in the development of The Ridgefield Subdivision, the Grantor, its successors or assigns, notwithstanding anything to the contrary contained in this Declaration of Covenants, Restrictions & Easements, or any Amendments thereto, shall have the sole and exclusive unilateral right to add additional real property to The Ridgefield Subdivision so long as such additional property meets the criteria for additional real property as established in paragraph (b) following and that an Amendment to this Declaration of Covenants, Restrictions & Easements is imposed on such additional real property and does not violate the terms, purposes, and intent of paragraph (d) following.
- (b) Additional real property may, at the sole discretion of the Developer, become subject to these Covenants, Restrictions & Easements provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article II). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.
- (c) Any such addition shall be made by filing of record with the Lorain County Recorder a plat and Amendment to this document in proper legal form, which shall extend the scheme of these Covenants, Restrictions & Easements to such additional property.
- (d) Said instrument may contain such complementary additions, revocations, revisions and/or modifications of these Covenants, Restrictions & Easements as to the added property which are consistent with the General Plan of Development or scheme and intent of these Covenants, Restrictions & Easements pursuant to the terms and conditions set forth in the in Article II, Section 2 of this document. Any such additions, revocations, revisions and/or modifications shall also be applicable to all property previously subjected to these Covenants, Restrictions &

Easements. Such instrument shall not provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

ARTICLE III

MEMBERSHIP & MEMBERS' VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an equitable Owner, or record title Owner of a fee or undivided fee simple interest in any Parcel, Lot or Living Unit, with the exception of the Developer, shall automatically and must be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall until December 31, 2030 and thereafter until the occurrence of an event specified below have two (2) classes of voting membership and one (1) class of non-voting membership:

Class A. Class A Members, in good standing (which would include not being financially delinquent nor in litigation with the Association), shall be entitled to one (1) vote for each Parcel, Lot, or Living Unit owned by them. When more than one (1) person holds such interest or interests in any Parcel, Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting, and all other rights of Members, such persons shall collectively be counted as a single Member and entitled to one (1) vote for each such Parcel, Lot or Living Unit, which vote shall be exercised as they, among themselves determine, but may only be voted as one (1) single vote. No fractional votes will be permitted. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Parcel, Lot, or Living Unit.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Parcel, Lot or Living Unit owned by it, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs later in time; subject, however, to a restoration the Developer's voting ratio in the subjection of additional Parcels, Lots or Living Units or Additional Land to these Covenants, Restrictions & Easements:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership as computed upon the basis set forth above; or
- (b) On December 31, 2030. From and after the happening of the later of these events, the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Parcel, Lot or living Unit owned by it.

Class C. Non-Voting Members. The Class C Member must be an occupant, lessee, or tenant of a Living Unit other than the Owner of said Living Unit and shall be entitled to all the rights and privileges of membership, except voting.

Section 3. Articles and Regulations of Association. The Articles of Incorporation and By-Laws of the Association may contain any provisions, not in conflict with these Covenants, Restrictions & Easements, as permitted to be set forth in such Articles and By-Laws by the Non-Profit Corporation Law of Ohio as from time to time in effect.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES AND DUTY TO MAINTAIN

Section 1. Members' Easements of Enjoyment. Subject to the provision of Section 3 of this Article IV, every Member shall have a right (for themselves, their immediate household, guests, and lessees or tenants) to an easement of enjoyment in and to the Common Properties and Facilities and such easement shall be appurtenant to and shall pass with the Title as an equitable interest to every Parcel, Lot, or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties and Facilities until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all Common Properties and Facilities in part to the Association and in part to the appropriate Neighborhood Association(s) not later than December 31, 2030.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to borrow money for the purpose of improving the Common Properties and Facilities and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of and Members hereunder shall be fully restored; and,
- (b) The right and duty of the Association to take such steps as are reasonably necessary to protect the Common Properties and Facilities against foreclosure; and,
- (c) The right of the Association to adopt Rules and Regulations governing the use of the Common Properties and Facilities, and to suspend the enjoyment rights of any Member, their household, guests, lessees or tenants for any period during which any assessment or fees or charges for unpaid assessments remain unpaid, or for any infraction of such Rules and Regulations or for any breach of these Covenants, Restrictions & Easements; and,

- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Facilities pursuant to these Covenants, Restrictions & Easements; and,
- (e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties and Facilities, when and upon such terms as may be determined from time to time at a meeting of the Members by majority affirmative vote fifty percent + one (50%+1) of the total voting power all eligible entitled Members one (1) vote per Living Unit in person, by mail, email, or by proxy of those Members at a meeting at which a quorum is present.

Section 4. Maintenance of Common Properties and Facilities. Maintenance of Common Properties and Facilities shall include, but not be limited to: painting, repairing, replacing, and caring for all appurtenances, such as lights and lamp posts illuminating common properties including the cost of electricity, water lines and sprinkler systems servicing Common Properties including the cost of water, furnishing equipment, exterior and interior building surfaces, fences, trees, shrubs, grass areas, driveways, walls, concrete sewers and swales, and all other improvements in and/or on the Common Properties and Facilities.

- (a) **Developer's Duty to Maintain Common Properties and Facilities.** The Developer shall have the duty to maintain Common Properties and Facilities until such time as each parcel of improved Common Property is turned over to the Association or a Neighborhood Association.
- (b) **Association's Duty to Maintain Common Properties and Facilities.** The Association shall have the same duty to maintain all Common Properties and Facilities as does the Developer, as set out in Section 4 (a) above.
The Association shall also maintain Common Property along Gatestone Road, which was historically maintained by the Developer, as indicated on a Common Property Map on file at the Association's office at the Recreation Center.
- (c) **Owner's Duty to Maintain Common Properties.** The Owner shall have the duty to maintain all Common Properties adjacent to the Owner's Lot or Parcel, except for Common Property along Gatestone Road to be maintained by the Association as set forth in Section 4. (b) above.
Maintenance shall include caring for all trees, shrubs and grass in those Common Properties. Common Property maintenance shall be split between adjacent Owners.
Removal of dead trees and shrubs in Common Property adjacent to the Owner's property shall be the responsibility of the Owner unless the trees existed before construction of The Ridgefield Subdivision began. Replacement of Common Property trees and shrubs shall be at the discretion of the Owner and is at the Owner's expense. Plantings and placement of other materials in Common Property is strictly prohibited as is the removal of healthy trees and plantings, unless duly approved by the Directors, by a vote taken at a meeting of Directors, but subject to the restrictions of Article VI, Section 4. Easements, and subject to

unobstructed pedestrian traffic on the sidewalks and vehicular traffic at intersections.

Section 5. City's Rights and Authority to Compel Maintenance of Common Properties and Facilities. The City, as a Third Party beneficiary, may, compel compliance with Section 4 of this Article IV as the City deems necessary by Court action or any other lawful means.

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ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, and all other Owners, for each Living Unit owned by them, hereby covenants and agrees with each other Owner of any Lot, Parcel, or Living Unit, by acceptance of a Deed In Trust Contract or a duly executed and recorded Deed, whether or not it shall be so expressed in any such deed or other instrument, to pay all annual and special assessments as levied by the Association and shall be subject to a lien in favor of the Association securing:

- (a) The annual assessment for the continued operation, maintenance and repair replacement of the Common Properties and Facilities and for the Association's performance of its other functions and responsibilities; and;
- (b) Special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance, repair, or replacement costs, and for other costs and expenses not anticipated in determining the applicable annual assessment.

When a Parcel or Lot is occupied by a Living Unit, only such Living Unit shall be counted. All annual and special assessments, together with interest and any charges thereon as hereinafter provided (hereinafter collectively called the "Assessment") shall be a charge upon such Parcel, Lot and Living Unit and shall be considered as a default of this Section 1 until all are paid in full.

Until the Assessment is paid in full, the Association shall have a lien upon the Parcel, Lot, and Living Unit for which the Assessment has not been paid, and upon the equitable or legal ownership interest of the Owner of such Parcel, Lot, and Living Unit.

Section 2. Annual Assessments. The annual assessment shall be levied annually by the Board of Directors, in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members, the amount of the annual assessment as levied by the Directors may be accepted as presented, increased or decreased, by a majority affirmative vote in person, by mail, by email or by proxy of those Members attending any meeting of members at which a quorum is present and, if there be more than one (1) class of voting membership, then only by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of voting membership.

- (a) The annual assessment levied in accordance herewith for, but not limited to the following purposes: payment of real estate taxes for the Common Properties and Facilities, operating, maintaining, insuring, constructing, repairing and replacing the recreational areas and facilities, landscaped areas, sprinkler systems, lamp posts, water, internet, electrical, phone, cable TV lines, fencing, driveways, sidewalks, patios, walls and facilities on the Common Properties; providing services of general benefit to Owners of The Ridgefield Subdivision, (except as to

a Parcel, or Living Unit with respect to which a Neighborhood Association has assumed and is properly discharging such responsibility), including without limitation and to the extent deemed necessary or desirable, for items such as but not limited to, snow removal, and/or garbage removal, maintenance of public streets and rights-of-way if the City is not performing such duties and responsibilities; and,

- (b) The Association shall obtain and pay for Property Damage and Liability Insurance Policies and other policies in such amounts and coverage as determined by the Board of Directors of the Association, naming the Owners and the Association as insureds. Cost of any such insurance purchased by the Association as required under this Document for the benefit and protection of the Owners and the Association shall be included in the annual assessment as herein set forth.
- (c) However, if legal title or an equitable interest to a Living Unit is conveyed by the Developer to the Owner (the "Initial Conveyance"), after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Owner shall be prorated accordingly by the Developer. The prorating percentages can be found at the Association office. All such annual and special assessments, together with interest and charges thereon and all Assessments shall be a charge upon any such Living Unit if not paid before or by their due date, and at such time the Association shall have a lien right upon the Living Unit for which such Assessment has not been paid and upon the ownership interest Owner of such Living Unit.

Section 3. Special Assessments. Special assessments may be levied by the Board of Directors of the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one (1) class of voting membership, then only by the affirmative vote of Members entitled to exercise a majority of the total voting power of each class of membership, provided that written notice by mail or by email shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered, discussed and voted upon in person, by mail, by email or by proxy of those Members attending any meeting of members at which a quorum is present. Special assessments, may, if so stated in the Resolution authorizing such assessment, be payable in installments.

Section 4. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be as determined by the Directors in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least thirty (30) days in advance of such due date.

The Association may file in the office of the Lorain County Recorder a Notice of Lien to evidence any unpaid Assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not be deemed as a waiver of

such right nor in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

If any annual or special assessment or installment of a special assessment is not paid before or on its due date, such delinquent assessment or installment shall bear interest, as provided by law and shall also be subject to an automatic administrative charge or fee from the due date at the rate of \$20.00 per calendar month, and partial calendar month, until paid in full, and the Association may bring an action at law against the delinquent Owner responsible for the payment of all and any such sums, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include the costs of the action including reasonable attorney fees and all court costs in order to collect said debt or foreclose the lien.

Section 5. Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Parcel, Lot, or Living Unit in The Ridgefield Subdivision may rely upon a written statement from the President, Vice-President, Secretary, or Treasurer of the Association setting forth the amount of unpaid assessments or charges due the Association with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to the lien for any unpaid assessments due the Association which were not disclosed on such statement; or shall the membership privileges of such grantee (or their household, guests, lessees, or tenants) be suspended by reason of any such unpaid assessment. In the case of the creation of a mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

Such statement is not applicable to any sums which may be owed to a Neighborhood Association.

Section 6. Exempt Property. The following property shall be exempt from the assessments and lien created herein:

- (a) All properties to the extent of any easement of other interest therein dedicated and accepted by the City of North Ridgeville and devoted to public use;
- (b) The Common Properties and Facilities as defined in Article 1. Section 2 herein;
- (c) Any Parcel, Lot, or Living Unit held by the Developer for sale.

Notwithstanding any provisions herein, no Parcel, Lot, or Living Unit intended for dwelling use shall be exempt from said assessments or liens from and after the date of the initial conveyance of legal title to the Parcel, Lot, or Living Unit to the original Buyer, a Trustee, or to any other party or entity for the benefit of the Buyer.

Section 7. City's Right To Spread Municipal Assessment. After the transfer of title to the Common Properties and Facilities to the Association, the City shall have the right, but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the lots within The Ridgefield Subdivision

area, or the real property on which said lots are located, on an equitable basis to be determined by the City.

Section 8. Purchase at Foreclosure Sale. Any purchaser of a Lot at a foreclosure sale shall automatically become a Member of the Association and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, the acquirer of title shall not be solely liable for the share of the Assessments chargeable to the acquired Lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the Assessments that became due and payable prior to the date of acquisition shall be deemed to be part of the Assessments collectible from all of the Lots, including that of the acquirer.

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ARTICLE VI

PROTECTIVE COVENANTS

Section 1. Land Use. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, education, charitable or other purposes shall be conducted, maintained, or permitted on any Parcel, Lot or in any Living Unit except such as may be permitted and authorized in writing, by the Developer or by the Association, except that:

- (a) The Developer may perform or cause to be performed such work as is incident to the completion of the development of The Ridgefield Subdivision or to the sale or lease of Living Units, Parcels or Lots owned by the Developer;
- (b) An Owner or a Neighborhood Association may perform or cause to be performed any maintenance, repair, or interior remodeling work with respect to any Parcel, Lot, Living Unit, Common Property, or Neighborhood Association Property.
- (c) An Owner may use a part of their Living Unit for an office or studio, providing the activities therein do not interfere with the quiet enjoyment or comfort of other Owners, tenants or lessees, and as long as there are no signs posted on the Living Unit, Lot/Parcel and that vehicle traffic and the parking of vehicles is at a level satisfactory to the Board of Directors in its sole and absolute discretion.

Section 2. Architectural Control. No Living Unit shall be built, rebuilt, or altered, modified, or addition made thereto within The Ridgefield Subdivision, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same on the Parcel, Lot or Living Unit shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures, landscaping and topography and in compliance with terms of this Section 2, by the Board of Directors of The Ridgefield Subdivision.

If the Board fails to approve or disapprove such plans and specifications within thirty (30) calendar days from the date said plans and specifications were submitted to the Board, approval will not be required and this Article will be deemed to have been fully complied with.

- (a) The above covenant applies to, but is not limited to, the following:
 - (i) Any in-ground and above-ground swimming pool
 - (ii) Fences, including style, materials, color
 - (iii) Exterior house paint, siding, shutters for all parts of the structure other than the front door (applies to all repainting after original paint at the time of construction)
 - (iv) Pergolas, gazebos, attached storage sheds, and attached structures
 - (v) Roofs
- (b) The following are permitted without need for Board of Directors, review and approval:
 - (i) Satellite dishes that do not exceed one (1) meter in diameter as long as they are in a neutral color and not covered by any substance or material or

covering of any kind that changes or alters the original color of the satellite dish.

(ii) Front door color.

(c) The following are prohibited in The Ridgefield Subdivision:

(i) Chain-link fences

(ii) Wire mesh insert in fences

(iii) Detached storage sheds

(iv) Television and radio antennae of any descriptions other than satellite dishes.

(v) Signs, except as provided in Section 10 of this Article VI.

(vi) Outside domestic animal enclosure

Violations of any of the protective covenants may result in individual lot charge or assessments for damages and/or enforcement charges or assessments.

Section 3. Re-subdivision. No Lot or Parcel as shown on any recorded subdivision plat of The Ridgefield Subdivisions shall be further subdivided, except by the Developer, without the approval of the Board of Directors of the Association by the affirmative vote of a majority of the authorized number of Directors at a meeting held after not less than Thirty (30) days' notice of such meeting and the purpose thereof has been given to the Directors and to the Owners of all Lots and Parcels contiguous to the Lot proposed to be so re-subdivided.

Section 4. Easements. Perpetual easements for the installation, maintenance and replacement of electric, cable TV and telecommunication cables, ducts and all necessary appurtenances, above and below the surface of the ground, are reserved in favor of the providers of such public or private utility service over the front ten (10) feet or twelve (12) feet of each Parcel and Lot, for the benefit of Ridgefield Homes, Inc., the Association and the City of North Ridgeville, Ohio, their respective successor and assigns.

Permanent easements being ten (10) feet in width to either side of each rear line of each Parcel and Lot are reserved for the installation, maintenance and repair of public or private utilities, cable TV and surface drainage, for the benefit of Ridgefield Homes, Inc., the Association and the City of North Ridgeville, Ohio, their respective successors and assigns.

Permanent easements being five (5) feet in width to either side of each side yard line of each Parcel and Lot, are reserved for the installation, maintenance and repair of public or private utilities, cable TV and surface drainage, for the benefit of Ridgefield Homes, Inc., the Association and the City of North Ridgeville, Ohio, their respective successors and assigns, if needed.

A permanent easement for the installation, maintenance, and repair of public or private utilities, cable TV, and surface drainage is reserved over all areas designated for Common

Properties, for the benefit and in favor of Ridgefield Homes, Inc., the City of North Ridgeville, Ohio, and the Association.

Within these easements, except as provided or installed by the Developer, no structure, planting, or other material shall be placed or permitted to remain, nor subsequent grading or altering of the contour of the surface of the ground, which may damage or interfere with the installation and maintenance of utilities, or which may obstruct, impede, or retard or increase the flow of water through drainage channels, or which may change the direction of the flow of water over the surface of the earth. The easement area of each Parcel or Lot and all improvements in it shall be maintained continuously by the Owner of the Parcel or Lot, or the Association, or a Neighborhood Association, except for those improvements therein for which a public authority or public or private utility is responsible. The City of North Ridgeville or other parties as authorized by the Developer, its successor or assigns, or the Association, shall have the right to enter upon and across each Lot or Parcel at any place that the aforementioned parties deems necessary in order to install or maintain utilities, telecommunication lines or equipment, swales or other improvements situated therein or to perform any other function or operation in accordance with such easement.

The Developer reserves the exclusive unilateral right to give, grant, and convey to selected property owners abutting The Ridgefield Subdivision a permanent easement and right-of-way over and under the Common Property/Park Area for the purpose of connecting sanitary sewers and storm sewers from their property into the sewer mains installed by the Developer in the Common Property/Park Area.

Section 5. Construction, Repair, Maintenance. The Developer reserves for purposes incident to its development of The Ridgefield Subdivision an easement and/or right-of-way upon, across, over, through, and under The Ridgefield Subdivision and the Common Properties to the extent necessary to carry out said development to completion. In addition, there is hereby reserved a blanket easement upon, across, over, through and under The Ridgefield Subdivision and the Common Properties, without limitation, to permit the replacement, repair and maintenance of all utility, telecommunication lines and equipment, service lines and systems, public or private, including, but not limited to, water, sewer, telephone, electricity, television cable or telecommunication lines and equipment, systems by a public or private company or municipality providing such services or utilities, including without limitation, the Developer, its successor or assigns, and the City of North Ridgeville, and to permit the construction, reconstruction, repair, maintenance or replacement of any Living Unit, or any portion thereof, by the Developer or the Owner thereof. By virtue of these easements, any such Owner, the Developer, the City of North Ridgeville or any such utility or service provider, public or private, as the case may be, is and shall be expressly permitted for such purpose to maintain facilities and equipment, to erect temporary buildings or structures, to excavate and to affix, install and maintain wires, circuits, pipes and conduits on, in or under said property, provided said Owner, the Developer or said utility or service company, public or private, as the case may be, restores any disturbed areas to the condition in which they were found and provided further that such activities shall not render any Living Unit, other than the Living Unit being constructed,

reconstructed, repaired, maintained or replaced, uninhabitable. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, telecommunication lines, equipment or facilities, or other utility or service lines or facilities for such utilities, public or private, may be installed or relocated in, on or under The Ridgefield Subdivision properties unless and until approved by the Developer so long as it is a Living Unit Member and thereafter by the Association in accordance with this Declaration of Covenants, Restrictions & Easements, the Articles of Incorporation and/or Code of Regulations. Said easements shall in no way affect any other recorded easements on The Ridgefield Subdivision properties or any other easement granted in this Declaration.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Parcel or Lot nor within any Living Unit, nor upon the Common Properties or Facilities, nor shall anything be done thereon or therein, either willfully or negligently, which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No temporary building or structure (including without limitation tents, shacks, storage units, and storage sheds) shall be erected or placed upon any Lot or Parcel, without the prior written approval of the Board and subject to terms and conditions set forth in such written approval. No such temporary building or structure, nor any trailer, tent, shack, garage, barn or other building shall be used on any Parcel or Lot at any time as a residence either temporarily or permanently.

Section 8. Garage And Parking Facilities. Every Living Unit, whether detached or attached, shall include, or have provided for it on the Parcel or Lot on which it is located, a garage sufficient to store at least one (1) full-size automobile, and an accessory paved driveway, and no such garage shall be converted by alteration or used so as to diminish its area below that required for such purpose unless, in conjunction with such conversion, a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

Section 9. Storage and Parking Vehicles. No commercial vehicle, van, truck, trailer or tractor, whether unlicensed or bearing current or expired commercial or non-commercial license plates, which is used, or has been used, in the furtherance of any trade, profession, business or occupation by an Owner, occupant, guest, tenant or lessee of a Living Unit, or anyone else, may be parked in a private driveway or guest parking area overnight or stored overnight on the Common Property/Park Area or a Parcel, Lot, Cluster Property, or outside adjacent to a Living Unit, except in the garage required under Section 8 above. Likewise, the above restrictions, prohibitions, terms and conditions shall be applicable to any motorcycle, recreational vehicle, travel trailer, snowmobile and trailer, all-terrain vehicles and trailers, personal watercraft and trailer, boat and trailer, mobile home or any other transportation device or trailer related thereto and shall also be applicable to all automobiles, trucks, vans and minivans, except as provides in the immediately following sentence. Private automobiles, trucks, vans and minivans when incident to the personal use of an Owner, occupant, guest, tenant or lessee of a Living Unit must be operational and bear current license plates and must be stored in a garage or parked in a

private driveway provided such garage or driveway conforms to the requirements of Section 8 of this Article VI, upon which such garage or driveway or parking space is situated.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Parcel, Lot, or Living Unit except:

- (a) 1 sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period; provided that an identification sign designed and erected by the Developer may be permitted at the entranceways of The Ridgefield Subdivision, as well as signs erected by the developer for condominium, or cluster dwelling developments situated in The Ridgefield Subdivision;
- (b) And one (1) home security sign, not more than one (1) foot square, and not more than five (5) feet from the front of the Living Unit is permitted.
- (c) Other signs may be permitted if approved, in writing, by the Board of Directors in accordance with Section 2, of this Article VI.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in The Ridgefield Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or under any Lot or Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon The Ridgefield Subdivision.

Section 12. Animals. No livestock, poultry, reptiles, or birds of any kind shall be raised, bred or kept on any Parcel, Lot or in any Living Unit, except that dogs, cats, and other normal, conventional, household pets may be kept in Living Units provided that they are not kept, bred, or maintained for any commercial purpose, nor permitted to cause or create a nuisance or disturbance.

Section 13. Garbage and Refuse Disposal. No Owner, occupant, lessee or tenant of any Parcel, Lot or Living Unit shall deposit, permit or leave garbage, waste, putrid substance, junk or other waste materials on such Parcel, Lot or on any other part of The Ridgefield Subdivision or on any public street or other public property or in any lake, pond, or water course, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such Owner. An Owner, occupant, lessee, or tenant of any Parcel, Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Parcel, Lot or Living Unit, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse except not earlier than 5:00 pm on the day before the scheduled garbage and rubbish collection for such Parcel, Lot or Living Unit and the day of collection, shall be kept from public view.

As used in this Section 13, "waste material" shall mean, but shall not be limited to, any material which has been discarded or abandoned, or any material no longer in use; and without

limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper, and paper products, and other combustible materials or substances no longer in use or, if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and other non-combustible materials or substances no longer in use or, if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use or, if unused, those discarded or abandoned.

As used in this Section 13, "junk" shall mean, but shall not be limited to, abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car, or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device and such automobile or other transportation device is in fact fully operational.

Section 14. Water Supply. No private water-supply system shall be permitted or located on any Lot or Parcel within The Ridgefield Subdivision.

Section 15. Sewage Disposal. No private sewage-disposal system shall be permitted or located on any Parcel or Lot within The Ridgefield Subdivision.

Section 16. Mowing. The Owner of each Parcel or Lot (except a Parcel or Lot with respect to which the Association or a Neighborhood Association, which is obligated or has assumed and is properly discharging such responsibility) shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding five (5) inches.

Section 17. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point fifteen (15) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 18. Land Near Common Property. No building shall be placed nor shall any material or refuse be placed or stored on any Parcel or Lot within ten (10) feet of the property line of any Common Property, except that clean fill may, only be placed by the Developer or Association, in such ten (10) foot area, provided that any natural water course is not altered or blocked by such fill.

Section 19. Exterior Maintenance. The Owner of each Parcel, Lot and Living Unit (except a Parcel, Lot or Living Unit with respect to which the Association or a Neighborhood Association has assumed and is properly discharging such responsibility) shall provide reasonable exterior maintenance upon each such Parcel, Lot and Living Unit as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and all other exterior improvements. This shall include an emphasis on aesthetically pleasing exterior decorum; including paint and/or stain and/or siding that does not exhibit excessive dissimilarity or stark color or textural contrast to other portions of the subject Living Unit or other Living Units within The Ridgefield neighborhood.

Additionally, Owners shall ensure that any propane tanks on their parcel(s) are properly shielded from public view by appropriate, approved by the Board of Directors, fencing that fully conceals the propane tank from public view.

Section 20. Corrections by Association of Breach of Contract. If the Board of Directors of the Association, after giving reasonable notice to the Owner of the Parcel, Lot or Living Unit involved and reasonable opportunity for such Owner to be heard, determines that a breach of any covenant has occurred and that it is necessary in order to prevent material deterioration of any neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by mail or email the Association, through its duly authorized agents or employees, shall have the right to enter upon the Parcel or Lot involved (but not into any Living Unit) and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be a charge or assessment against the Parcel, Lot or Living Unit upon which such corrective work is done, and shall become a lien upon such Parcel, Lot and Living Unit and the obligation of the Equitable or Legal Owner, and immediately due and payable in all respects as provided in Article V hereof.

Section 21. Assessment of Individual Lot for Breach of Contract. In accordance with, and for the reasons stated in ORC Section 5312.11, the Board may assess an individual lot for individual lot assessments. Prior to imposing a charge for damages or an enforcement assessment, the Board of Directors shall give the owner a written notice that includes the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing;

- (e) A reasonable date by which the Unit Owner must cure a continuing violation to avoid the proposed charge or assessment, if such opportunity to cure is applicable.

To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice this Article requires. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement assessment pursuant to this section.

If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing.

The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.

Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner.

Any written notice that this section requires shall be delivered to the Owner or any occupant of the Living Unit by personal delivery, by certified mail, return receipt requested, or by regular mail or email.

Section 22. Variances. The Developer at its sole discretion for so long as it is a Class B Member and, thereafter, the Board of Directors of the Association in accordance with the Covenants, Restrictions & Easements applicable to the Subdivision, their Articles of Incorporation and/or Codes of Regulations may allow reasonable variances and adjustment of the Covenants, Restrictions & Easements set forth in this document in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other Living Units in the subdivision.

Section 23. Laundry. No clothesline, clothes pole or other device or mechanism for the hanging of clothes and/or garments and/or laundry shall be maintained on any Lot/Parcel unless the same is screened from street view and from the view of persons of neighboring Living Units.

Section 24. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's

alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Section 25. Firewood. Owners, occupants, lessees, or tenants shall stack any firewood neatly and any stacks of firewood shall be concealed from public view as much as possible.

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ARTICLE VII

DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic Modifications. These Covenants, Restrictions & Easements shall run with the land, and shall inure to the benefit of and be enforceable by and against the Association, the Developer, and any other Owner of a Lot, Parcel or Living Unit within The Ridgefield Subdivision, their respective legal representatives, heirs, devisees, successors, and assigns, until December 31, 2030, after which time said Covenants, Restrictions & Easements shall be automatically renewed for successive periods of five (5) years each unless canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise sixty percent (60%) of the total voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such cancellation will be considered at such meeting. Promptly following the meeting at which such cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 2. Modifications by Developer. Until December 31, 2030, the Developer, its successors or assigns, shall have the right and shall be entitled on its own volition to modify, alter, waive, delete or add to any of the provisions of these Covenants, Restrictions & Easements or to waive any of such provisions, either generally or with respect to particular property, if in the Developer's judgment the development or lack of development of The Ridgefield Subdivision requires such modification, alteration, deletion or waiver, or if in the Developer's judgment the purposes of the general plan of development will be better served by such modification, alteration, addition, deletion or waiver. Promptly following any modification, alteration, deletion of these Covenants, Restrictions & Easements adopted by the Developer pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modification with the Lorain County Recorder.

Any exercise of the rights herein reserved and granted to the Developer shall be effective upon the date of such filing with the Recorder and shall be applicable to all the Existing Property previously subjected to these Covenants, Restrictions & Easements and any Additions to the existing property all as described in Article II hereof.

Section 3. Modifications by Association. These Covenants and Restrictions may be modified, altered, waived, deleted or added to, as to any provisions herein, following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise sixty percent (60%) of the total voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the

meeting at which such modification is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Any exercise of the rights of the Association herein reserved and granted to the Association shall be effective upon the date of such filing with the Recorder and shall be applicable to all the existing property previously subjected to these Covenants, Restrictions & Easements and any Additions to the existing property all as described in Article II hereof.

Section 4. Proxy Voting By Directors. Proxy votes of the membership entitled to vote at any general or special meeting of the Association which have been assigned to the Board of Directors may be cast only by consensus agreement of sixty percent (60%) of the Board of Directors actually in office at the time of such meeting, or after continuing and reconvening of the meeting.

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ARTICLE VIII

GENERAL PROVISIONS:

Section 1. Notices. Any notice required to be sent to any Member or Owner under the provisions of these Covenants, Restrictions & Easements shall be deemed to have been properly sent when mailed, postpaid, by regular mail to the last known address of the person who appears as a Member or Owner on the records of the Association, or emailed to the last known email address on the records of the Association, at the time of such sending, except when otherwise required herein.

Section 2. Enforcement. Enforcement of these Covenants, Restrictions & Easements shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, Restrictions & Easements, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants, Restrictions & Easements, and failure by Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

The Board may levy reasonable enforcement assessments if any Owner (either by their conduct or by the conduct of any occupant or guest of their Lot) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Properties and Facilities or any part of the property for which the Association is responsible to maintain. Said Owner will pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged against said Owner. The Association, in addition to all other remedies available, will have the right to place a lien on the estate or interest of said Owner as further explained and set forth in Declaration Article V, Section 4.

Section 3. Services Provided By Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may provide other services determined by the Directors to be of general benefit or utility to the Owners of premises within The Ridgefield Subdivisions, including, without limitation, the services of refuse collection and disposal, the creation and operation of utility services, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

Section 4. Severability. In the event any term, provision or condition contained in this document shall be determined by a court of competent jurisdiction to be invalid, illegal or contrary to the laws of the State of Ohio or United States as presently existing or as constituted in

the future, such determination shall not affect the validity and legality of all remaining terms, provisions, or conditions contained herein.

Section 5. Availability of Documents. The Association shall make available to Owners, lenders, and to holders, insurers, or guarantors of any first mortgage on a Lot, current copies of the Declaration, the Code of Regulations and other Rules and Regulations concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

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ARTICLE X

AGENT FOR SERVICE OF PROCESS

Section 1. Agent. The Agent For Service of Process (Statutory Agent) is on file with the Ohio Secretary of State. A copy is also on file in the Association Office at the Recreation Center, 8700 Gatewood Drive, North Ridgeville, Ohio 44039.

Upon the recording of this document, only Owners of record at the time of such filing have standing to contest the validity of this document, whether on a procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the document.

WITNESS the hand of the Grantor, Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by its duly authorized officer this 30th day of March, 2023

GRANTOR: BOB SCHMITT HOMES, INC.

By: [Signature]
Michael P. Schmitt, Chairman, CEO, & Co-President

STATE OF OHIO
COUNTY OF LORAIN SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by Michael P. Schmitt, its Chairman, CEO & Co-President, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Ridgeville, Ohio, this 30th day of March, 2023

[Signature]
Notary Public

This instrument prepared by:
Bob Schmitt Homes, Inc.
9095 Gatestone Road
N. Ridgeville, Ohio 44039
(440) 327-9495



LINDA L. MARKS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 13, 2026

ARTICLE IX

ASSOCIATION

Section 1. Association. The Association for the administration and maintenance of the Common Properties and Facilities is existing and is called "THE RIDGEFIELD HOMEOWNERS ASSOCIATION" or a name similar thereto and is an Ohio, not for profit corporation. Each Owner shall be a Member of this Association, which membership shall terminate on the sale or other disposition by such Member of their Living Unit, at which time the successor Owner shall become a Member of the Association. The Association shall be governed by this Document, the By-Laws and any rules and regulations, duly enacted by the Board of Directors from time to time, which By-Laws and rules and regulations may contain any further provisions deemed by the Board of Directors to be desirable and not inconsistent with this Document or the laws of the State of Ohio.

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Recorded: 04/04/2023 at 09:14:39 AM
Fee Amt: \$186.00 Page 1 of 21
Lorain County, Ohio
Mike Doran County Recorder

File **2023-0911398**

THE RIDGEFIELD HOMEOWNERS

ASSOCIATION

THE RIDGEFIELD

SUBDIVISION

AMENDED AND RESTATED

CODE OF REGULATIONS

NORTH RIDGEVILLE, OHIO

Revised March 22, 2023

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ARTICLE I

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of Members, unless otherwise determined by the Board of Directors, shall be held at such time within three (3) months prior to the close of each fiscal year at such place as may be determined by the Board of Directors and stated in the notice of the meeting, for the election of Directors the presentation of reports, and the transaction of such other business as may properly come before the meeting.

Section 2. Fiscal Year. The Fiscal Year shall be from January 1 to December 31 or as otherwise established by the Board of Directors.

Section 3. Special Meetings.

- a. By the President;
- b. By the Vice President;
- c. By the majority of the Directors with or without a meeting;
- d. By a writing requesting the President or the Vice President to call a special meeting executed by Members of the Association entitled to vote not less than twenty-five percent (25) % of the total voting powers of all classes combined of the Association.

Section 4. Notice of Meetings. In general, written notice of all meetings of Members shall, unless waived, be given not less than ten (10) nor more than sixty (60) days before the date determined for such meeting either personally or by depositing a copy in the mail, first class postage prepaid, addressed to each Member at their address as it appears on the records of the Association, or by leaving a copy at such address, or by emailing to the last known email address. Written notice of meetings at which action for which different notice requirements are expressly set forth in the Declarations of Covenants, Restrictions & Easements for The Ridgefield Subdivisions, Articles of Incorporation of The Ridgefield Association or these Regulations shall be governed by such provisions.

Section 5. Quorum. To constitute a quorum at any meeting of Members, there shall be present in person, by proxy, or by mail, or email ballot, persons entitled to vote not less than fifty percent + one (50%+1) of the aggregate voting power of the Members of all classes combined. If the Developer chooses not to exercise its voting rights, those votes shall not count toward the calculation of the aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be continued and reconvened from time to time by a majority of the Members present or represented by proxy,

without any notice other than by announcement at the meeting, until a quorum shall attend. At any reconvened meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

Section 6. Vote of Members. Members shall have such voting rights as are set forth in Article III, Section 2 of the Covenants, Restrictions & Easements of The Ridgefield Subdivision. The majority affirmative vote in person, by mail, email, or by proxy of those Members attending any meeting of Members at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles of Incorporation or these Regulations.

When more than one (1) person holds an interest in a Parcel, Lot or Living Unit, but only one of such persons attends or votes at a Meeting of Members, such attendance shall be counted for quorum purposes as the attendance of all such interest-holders for such Parcel, Lot or Living Unit, and such vote shall be counted for voting purposes as the vote of all such interest-holders for such Parcel, Lot or Living Unit. No fractional votes will be permitted.

Section 7. Proxies. Any Member may authorize any person (whether or not such person is a Member, by written proxy to vote for them on one or more questions at a meeting of Members. All proxies shall be filed with the Secretary prior to or at the time of the meeting for which given. No proxy shall extend beyond the adjournment of the meeting for which given, at which a quorum was present (but if there shall be no quorum at the time for which any meeting shall have been called, and the meeting is continued and reconvened from time to time until a quorum shall attend, such proxy shall continue to be valid at any such continued and reconvened meeting). A proxy shall automatically cease upon terminating of the Member's interest as owner of any Parcel, Lot or Living Unit in The Ridgefield Subdivision.

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ARTICLE II

DIRECTORS

Section 1. Number. The number of Directors of the Association shall be five (5).

Section 2. Election and Appointment of Directors.

- a. Prior to the Annual Meeting of Members, the Board of Directors shall nominate at least as many Members as candidates for election to the Board as there are Directors whose terms expire on the date of such Annual Meeting. The written notice of each Annual Meeting shall state the number of vacancies in the Board to be filled and the names of those Members nominated as candidates by the Directors.

Elected Directors shall serve for a term of two (2) years in order to establish, for continuity purpose, a Board of Directors with staggered dates of expiration.

- b. Additional nominations shall only be made by a written petition signed by not less than twenty (20) Members indicating their Member nominee and given by personal delivery or by mail, or email, to the Secretary not less than forty-five (45) days before the date of such Annual Meeting. Any number of nominations may be made by separate written petitions in such manner. There shall be no limitation as to the number of petitions a voting Member may sign, subject only to the requirement that at the time of signing any petition the Member so signing must be a Member in good standing as determined by the Board of Directors whose decision in that respect shall be final and conclusive.

Upon verification and validation of signatures by the Secretary, such nominee's name shall be placed on the ballot.

- c. The election of Directors shall be made by written ballot, in accordance with such procedure as the Board of Director, from time to time, shall adopt.
- d. Except when a Director dies, is removed or resigns from office, or ceases to reside in The Ridgefield Subdivision, a Director shall serve until their successor has been elected. Vacancies in the Board of Directors caused by death, removal, resignation or change of residence shall be filled by a majority vote of the remaining Directors until the next succeeding Annual Meeting of Members, at which a successor Director shall be nominated and elected as hereinbefore provided to serve the remainder of the terms respecting the vacancy. The Director appointed by the Directors to serve the interim period until such Annual Meeting may be elected to complete the term respecting such vacancy, and a Director elected by the Members to complete a term respecting a vacancy may be elected by the Members to a regular term of office as Director upon the expiration of their term as a successor Director.
- e. Each Director must be a Class A Member or spouse of a Class A Member of the Association (in good standing, which includes not being financially delinquent nor in litigation with the Association). Directors are permitted to

seek nomination and election for a second, and a third, but not a fourth, consecutive term.

Section 3. Meetings of Directors Regular meetings of the Board of Directors shall be held as the Board may designate. Special meetings of the Board of Directors may be called by the President or by the Vice-President or by any three (3) Directors. Meetings of the Directors may be held at any place within Lorain County, Ohio. Notice of the time, place, and purposes of any such meeting, unless waived, shall be given to each Director by telephone, email, or personal delivery, at least three (3) days prior to the time of such meeting.

- a. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Member of the Board can hear or read in real time and participate and respond to every other Member of the Board, but no action without a meeting shall be effective unless concurred to in writing by a unanimous vote of the Board of Directors. Any written consent shall be filed with the minutes of the next scheduled meeting of the Board of Directors
- b. In lieu of conducting a meeting, all of the then Members of the Board may take an action with the unanimous written consent of the Members of the Board. Any written consent shall be filed with the minutes of the next scheduled meeting of the Board.
- c. Directors who miss three (3) consecutive meetings may be asked to resign from the Board by the President or the Vice-President. If the Director does not resign, the Board may remove that Director by majority vote.

Section 4. Quorum. To constitute a quorum at any meeting of the Directors, there shall be present not less than a majority of the Directors then in office, but if at any meeting of the Directors there shall be present, less than a quorum, a majority of those present may continue and reconvene the meeting, from time to time, without any notice other than by announcement at the meeting, until a quorum shall attend. The affirmative vote of at least three (3) of the Directors present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Directors.

Section 5. Duties of Directors. It shall be the duty of the Directors to provide for the execution and discharge of the functions and responsibilities of the Association set forth in the Covenants, Restrictions & Easements, including (but not limited to) the responsibility to maintain the Common Properties and Facilities; to levy annual assessments; to propose special assessments which are deemed appropriate; to collect all assessments and charges and, if necessary, execute and record liens or to commence appropriate legal action to secure unpaid assessments; to enforce the Covenants, Restrictions & Easements; to adopt and enforce rules and regulations governing the use of the Common Properties and Facilities; to prepare a roster of the Parcels, Lots and Living Units in The Ridgefield Subdivision and a list showing the status of

payment of assessments applicable thereto, which roster and list shall be open to inspection by any Member; to require the bonding of all officers and other persons regularly handling Association funds and to purchase any and all insurances deemed necessary or required for the protection and benefit of the Association and its respective officers, Directors, and Members, the premiums for which shall be paid by the Association from the annual assessment; to make contracts, including, without limitation, a contract with other associations of cluster housing properties or with an association of condominiums for the joint or common performance of any duties or procurement of any service, or for any other purpose deemed by the Board of Directors to be in furtherance of the purposes stated in the Covenants, Restrictions & Easements these Regulations or incident thereto; to mortgage the Common Properties and Facilities; to employ a Managing Agent to perform such duties and services as the Board may authorize; to provide for the publication and distribution to Members of rules and regulations, notices and other information (including, in the discretion of the Board of Directors, general social information of interest to Association Members); to inform new residents of their privileges and obligations as owners of Parcels, Lots or Living Units in The Ridgefield Subdivision; and to do all things permitted by law and to exercise all power and authority within the purposes stated in the Covenants, Restrictions & Easements or incidental thereto.

Section 6. Compensation. The Directors, as such, shall not receive any compensation for their services, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Members of any standing or special committee may, by resolution of the Board, be allowed such compensation for their services as the Board may deem reasonable, and additional compensation may be allowed to Directors for special services rendered.

Section 7. Removal. Any Director may be removed from the Board with or without cause, by a majority affirmative vote in person, by mail, or email, or by proxy of those Members attending any meeting of Members at which a quorum is present.

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ARTICLE III

ASSESSMENT AND FINANCES

Section 1. Preparation of Estimated Budget. On or before the first (1st) day of October of each year or, if the fiscal year is other than the calendar year, then on or before the first (1st) day of the last three (3) months during such fiscal year, the Board shall estimate the amount necessary to pay the common expenses during the fiscal year next succeeding and such amount as the Board may deem necessary as a reserve for contingencies and replacements, such estimated amounts are hereinafter collectively called the "cash estimate". The Board shall on or before the annual meeting next succeeding or, if the Fiscal year is other than the calendar year, then on or before the fifteenth (15th) day of the last three (3) months during such fiscal year, make available at the RHA office a copy of the estimated budget for the next fiscal year which shall be consistent with the cash estimate. The budget shall also set forth the annual assessment to be assessed to each Parcel, Lot and Living Unit for the next fiscal year, which shall be the same for each Parcel, Lot and living Unit. The due date of any assessment, annual or special, shall be as determined by the Board of Directors pursuant to Article V, Section 4 of the Covenants, and Restrictions & Easements. If the estimated cash requirement proves inadequate for any reason, including the non-payment by any Living Unit Owner of their his or her assessments, the Association may, at any time, prepare an adjusted estimate and levy an additional assessment which shall be assessed to the Living Unit Owners according to the plan as directed by the Board of Directors. The Association shall give written notice of any such additional assessment to all Living Unit Owners stating the amount thereof, reasons therefor and the time when the same shall become effective, which shall be not less than thirty (30) days after the mailing, or emailing, of such notice or, if the same is not mailed, or emailed, the delivery thereof.

Section 2. Reserve for Contingencies and Replacements. The Association shall establish and maintain a reserve for contingencies and replacements in such amount as the Board may deem necessary. Expenses not originally included in the annual estimate, which may become necessary during the fiscal year shall be charged first against such reserve.

Section 3. Failure to Prepare Annual Budget. If the Board fails to prepare a budget or set the annual assessment for any fiscal year, each Parcel, Lot, and Living Unit Owner shall pay for such fiscal year an assessment at the existing rate established for the previous fiscal year, until the amount of the assessment is determined for such fiscal year.

Section 4. Books and Records of the Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Parcel, Lot or Living Unit Owner. The Board shall adopt from time to time a Records Request Policy and a Request to Inspect Records form. An owner must comply with the then current Records Request Policy and

submit an executed Request to Inspect Records form in order to inspect the books and records and all such inspections shall be conducted in accordance therewith.

In no event however shall any of the following be open for inspection:

- (a) Information that pertains to personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation, or other property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiations, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to these requirements;
- (d) Information that relates to the enforcement of the Declaration of Covenants, Restrictions and Easements, these Regulations, or the Rules of the Association against any Living Unit Owner;
- (e) Information, the disclosure of which is prohibited by state or federal law.

Upon five (5) days written notice to the Board and payment of a reasonable fee, any Parcel, Lot, or Living Unit Owner shall be furnished a statement of their account setting forth the amount of any unpaid assessments or other charges due and owing from such Parcel, Lot or Living Unit Owner.

Section 5. Annual Statements. At the annual meeting of Members, the Association shall make available copies of a financial statement consisting of:

- a. A compiled balance sheet containing a summary of the assets and liabilities of the Association as of a date within thirty (30) days of the annual meeting.
- b. A compiled statement of income and disbursements that corresponds to the date on the balance sheet.

Section 6. Status of Funds Collected By the Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special assessments as may be levied against less than all of the Parcel, Lot, or Living Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Living Unit Owners according to the budget adopted by the Board of Directors.

Section 7. Common Expenses. The Association, for the benefit of the Parcel, Lot, and Living Unit Owners, shall pay all Common Expenses arising with respect to its duties including, without limitation, the following:

- a. The cost of water, waste removal, electricity, telephone, website, internet, heat, power, and other necessary utility service for the Common Properties and Facilities; and,
- b. Premiums for insurance affected on or with respect to the Association, Common Properties and Facilities necessary to comply with the decision of the Board of

- Directors; and,
- c. Premiums for workmen's compensation and unemployment compensation coverage to the extent necessary to comply with any applicable laws; and,
 - d. Fees for the services of any person, firm or corporation employed by the Association including, without limitation, the services of a Managing Agent, the services of any person or persons required for the maintenance or operation of the Common Properties and Facilities, and legal and/or accounting services necessary or proper in connection with the operation of the Association, the enforcement or interpretation of the Covenants, Restrictions & Easements or these Regulations, and for the organization and operation of the Association; and,
 - e. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and refurbishment of the Common Properties and Facilities, equipment for the Common Properties and Facilities; and,
 - f. The cost of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations or insurance which the Association is required to secure or pay for, pursuant to the terms of the Covenants, Restrictions & Easements or these Regulations which may be necessary or proper for the maintenance and operation of the Common Properties and Facilities as a high-quality residential property.

Section 8. Additions, Alterations or Improvements by the Board. Whenever, in the judgment of the Board, the Common Properties and Facilities shall require additions, alterations, or improvements (as opposed to maintenance, repair, and replacement) costing in excess of ten thousand (\$10,000.00) and the making of such additions, alterations, or improvements shall have been approved by majority affirmative vote in person, by mail, by email, or by proxy of those Members attending any meeting of Members at which a quorum is represented, then the Board shall proceed with such additions, alterations, or improvements and shall assess all Living Unit Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvements costing ten thousand (\$10,000.00) or less may be made by the Board without approval of the Living Unit Owners and the cost thereof shall constitute part of the Common Expenses.

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ARTICLE IV

WAIVER OF NOTICE OF MEETINGS OF MEMBERS OR DIRECTORS

Section 1. Waiver. Notice of the time, place, and purposes of any meeting of Members or Directors, as the case may be, whether required by law, the Articles of Incorporation or these Regulations, may be waived in writing, either before or after the holding of such meeting, by any Member, or by any Director, which writing shall be filed with or entered upon the records of the meeting. Any Member or any Director shall be deemed to have waived notice of a meeting by attending such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, or by voting, including by proxy or mail, or email, at such meeting.

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ARTICLE V

OFFICERS

Section 1. Number. The Association shall have a President, a Vice-President, a Secretary, and a Treasurer. The President and Vice-President shall be Directors but the remaining officers may be elected from Members of the Association. All officers shall be elected by the Directors at their first (1st) meeting after the annual meeting of the Members, or at any other meeting called for such purpose, and shall, unless otherwise provided by the Directors, hold office for one (1) year and until their respective successors shall have been elected.

Section 2. Duties. In general, the officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified, from time to time, by the Directors regardless of whether such authority and duties are customarily incident to such office. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer or the President or the Vice-President shall sign or authorize all checks and notes of the Association. The Treasurer shall keep proper books of account and shall make or cause to be made an annual audit of the Association books at the completion of each fiscal year.

Section 3. Contracts. All contracts must be signed by at least two (2) Directors one (1) of which must be the President or Vice-President.

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ARTICLE VI
COMMITTEES

Section 1. Standing Committees. The standing committees of the Association shall be:
THE NOMINATING COMMITTEE
THE RECREATION CENTER COMMITTEE
THE GROUNDS & MAINTENANCE COMMITTEE
THE ARCHITECTURAL CONTROL COMMITTEE
THE CLUSTER ASSOCIATIONS COMMITTEE
THE COMMUNICATIONS COMMITTEE
THE POOL COMMITTEE
THE SOCIAL COMMITTEE

The Board of Directors may appoint and discontinue such other standing or special committees as it deems desirable and such act on its part shall not require an amendment to these Regulations.

Section 2. The Nominating Committee. The Nominating Committee shall submit their recommendations to the Directors for candidates for Directors of the Association no later than thirty (30) days before the date of the Annual Meeting.

Section 3. The Recreation Center Committee. The Recreation Center Committee shall advise the Board of Directors on all matters pertaining to the recreational facilities, programs, and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Grounds & Maintenance Committee. The Grounds & Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee. The Architectural Control Committee shall submit to the Board advisory opinions or recommendations concerning the propriety of the plans and specifications of any proposed structure, alteration, or modification, which is submitted to it. In addition, it may advise the Board of Directors regarding any proposals, programs or activities which come to its attention.

Section 6. The Cluster Association's Committee. The Cluster Associations Committee

shall be composed of two (2) Trustees from each of such Cluster Associations within The Ridgefield Subdivision and shall sit in an advisory capacity to the Board of Trustees of The Ridgefield Association relative to the operation and administration of The Ridgefield Association as it directly affects the Cluster Area Developments. The Committee shall perform such other functions as the Board, in its discretion, determines.

Section 7. The Communications Committee. The Communications Committee shall be responsible for the editing, publication, and distribution of the Association newsletter, website, bulletins, notices, schedules, the rules and regulations as promulgated by the Board of Directors and/or the various committees, and such other functions as the Board, in its discretion, determines.

Section 8. The Pool Committee. The Pool Committee shall advise the Board of Directors on all matters pertaining to the pool facilities, programs and rules and regulations as promulgated by the Board of Directors, and shall perform such other functions as the Board, in its discretion, determines.

Section 9. The Social Committee. The Social Committee shall advise the Board of Directors on all matters pertaining to the social activities and programs of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 10. Committee Proceedings and Reports. Each committee shall keep a record and account of its proceedings and transactions. All actions by any committee shall be reported to the Board of Directors at the Board's meeting next succeeding such action, and shall be subject to control, revision, and alteration by the Board of Directors. Each committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Directors, and it shall also meet at the call of the President of the Association.

Vacancies in each committee shall be filled by the Board of Directors or as the Board may provide and the Board may remove any committee member in accordance with the Board procedure therefor.

Section 11. Removal of Chairperson or Committee Member. The Director assigned to a committee shall have the right to remove the Chairperson or any member of that committee at any time in their sole discretion. Promptly after removing any member or the Chairperson, the Director shall report privately to all of the other Directors regarding such removal. The Board of Directors shall have the right to restore any person so removed to their prior status through a majority vote.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 1. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that they are or were a Directors, officer, or agent of the Association, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceedings, they had reasonable cause to believe that their conduct was unlawful.

Section 2. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that they are or were a Director, officer, or agent of the Association against expenses, including attorneys' fees, actually and reasonably incurred by them in connection with the defense or settlement of such action or suit if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of their duty to the Association, unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

Section 3. Indemnification. To the extent that a Director, officer, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by them in connection therewith.

Section 4. Indemnification. Any indemnification under Sections 1, 2, and 3 of this Article, unless ordered by a court, shall be made by the Association only as authorized in the

specific case upon a determination that indemnification of the Director, officer, or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Sections 1, 2, and 3 of this Article. Such determination shall be made:

- a. By a majority vote of a quorum consisting of Directors of this Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or,
- b. If such a quorum is not obtainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified within the past five (5) years; or,
- c. By majority affirmative vote in person, by mail, or email, or by proxy of those Members attending any meeting of Members at which a quorum is present; or,
- d. By the court of common pleas or the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested Directors under Section 4(a) of this Article or by independent legal counsel under subparagraph 4(b) of this Article shall be promptly communicated to the person who threatened or brought the action or suit, by or in the right of the Association under Section 2 of this Article; and, within ten (10) days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

Section 5. Indemnification. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in Sections 1, 2, and 3 of this Article, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

Section 6. Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles or other provisions of these Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in any such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Indemnification. The Association shall purchase and maintain insurance on behalf of any person who is or was a Directors, officer, or agent of the Association against any liability asserted against them or incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against

such liability under this Article.

Section 8. Indemnification. Nothing in this Article or in these Regulations shall be construed to limit or deny any rights of indemnification existing under Section 1702.12(E) of the Ohio Revised Code, as it now exists or may subsequently be amended.

ARTICLE VIII

MISCELLANEOUS

Section 1. Minutes of Proceedings. The Secretary of the Association shall keep or cause to be kept a record, which may be included in the book containing the minutes of proceedings of Members and Directors, in which shall be recorded the names and addresses of all Members and Directors. There shall also be recorded therein the date upon which each Member or Directors became such and, upon termination of any membership or directorship for any cause, the facts relating thereto, together with the date of termination. Each Member and Director shall advise the Secretary of their then address and likewise shall promptly report to the Secretary any change in their address.

Section 2. Association Seal. The Association shall have no seal.

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ARTICLE IX

INTENT

Section 1. All rights and authority of the Association, and of its officers and Board of Directors provided for in the Covenants, Restrictions & Easements or these Regulations, are granted for the sole purpose of assuring a high-quality development of residential properties. Accordingly, all such rights and authority shall be exercised reasonably and not arbitrarily

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ARTICLE X

AMENDMENT OF REGULATIONS

Section 1. Modification or Waiver by the Developer. Until December 31, 2030, the Developer shall have the right and shall be entitled on its own volition to modify, alter, waive, delete or add to any of the provisions of these Regulations or to waive any of such provisions, either generally or with respect to particular Parcel, Lot or Living Unit, if in the Developer's judgment the development or lack of development of The Ridgefield Subdivision requires such modification or waiver, or if in the Developer's judgment the purposes of the general plan of development will be better served by such modification or waiver. Promptly following any modification of these Regulations adopted by the Developer pursuant to this Section 1, the Developer shall execute an instrument reciting such modification and immediately provide the Association and its Members with a copy of said instrument.

Section 2. Modification by Members. These Regulations may be amended or new Regulations may be adopted by the affirmative vote of Members entitled to exercise Fifty-One Percent (51%) of the total voting power of all classes combined of the Association at an Annual or special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail, or by email, to all Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of these Regulations will be considered and may be acted on at such meeting. Promptly following the meeting at which such modification is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation with the Lorain County Recorder.

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ARTICLE XI

AGENT FOR SERVICE OF PROCESS

Section 1. Agent. The Agent For Service of Process (Statutory Agent) is on file with the Ohio Secretary of State. A copy is also on file in the Association Office at the Recreation Center, 8700 Gatewood Drive, North Ridgeville, Ohio 44039.

Upon the recording of this document, only Owners of record at the time of such filing have standing to contest the validity of this document, whether on a procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the document.

WITNESS the hand of the Grantor, Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by its duly authorized officer this 30th day of MARCH, 2023.

GRANTOR: BOB SCHMITT HOMES, INC.

By: [Signature]
Michael P. Schmitt, Chairman, CEO & Co-President

STATE OF OHIO
COUNTY OF LORAIN SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Bob Schmitt Homes, Inc., a successor in interest to RIDGEFIELD HOMES, INC. by Michael P. Schmitt, its President, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed of said Corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Ridgeville, Ohio, this 30th day of MARCH, 2023

[Signature]
Notary Public

This instrument prepared by:
Bob Schmitt Homes, Inc.
9095 Gatestone Road
N. Ridgeville, Ohio 44039
(440) 327-9495



LINDA L. MARKS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 13, 2026

**DONALD G. BOHNING
& ASSOCIATES INC.** 9-74
CIVIL ENGINEERING AND SURVEYING
7979 HUB PARKWAY
VALLEY VIEW, OHIO 44125

The **Huntington National Bank** 6-15/410
Cleveland, Ohio 44115

054351

DATE

November 13, 2025

PAY

Three Hundred and 00/100 Dollars

AMOUNT

\$300.00

TO THE
ORDER
OF

CITY OF NORTH RIDGEVILLE



⑈054351⑈ ⑆041000153⑆ 01663401016⑈

DONALD G. BOHNING & ASSOCIATES INC.

Check Date: 11/13/2025

054351

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
APPFEE.5639	11/13/2025	0000008752	\$300.00			\$300.00
CITY OF NORTH RIDGEVILLE			TOTAL			\$300.00
CHECKBOOK	1	N RIDGEVLE				

 **COPY**



To: Planning Commission

From: Kim Lieber, AICP, Director of Planning and Development

Re: Ordinance 2025-154

Date: November 25, 2025

Ordinance 2025-154: An Ordinance suspending by-right cluster subdivisions in the R-1 Residence District and amending Chapters 1250, 1280 and 1282 of the North Ridgeville Zoning Code.

- Amends 1250.01 Intent section by deleting second sentence referencing ability to propose cluster subdivisions
- Amends 1280.01 replacing Intent with new Applicability section indicating suspension of Cluster Subdivisions
- Amends 1282.01 replacing Intent with new Applicability section indicating suspension of Single Family Detached and Cluster Developments

Ordinance 2025-154 proposes to end the ability of developers to obtain approval for cluster subdivisions in the R-1 Residence District by right. The ordinance amends the zoning code to remove this entitlement while preserving the existing cluster regulations in the code for historical reference.

Cluster subdivisions (Chapter 1280) have been permitted by right in the Residence District since the city adopted its first zoning code in the 1960s. An additional cluster-by-right district (Chapter 1282) was adopted by Council in 1994. In recent years, developers have increasingly utilized cluster provisions rather than the traditional R-1 standards, due in large part to reduced lot sizes and greater design flexibility. As a result, nearly all current residential proposals utilize the cluster regulations.

In response to concerns about zoning raised in the Ridgeville Ready Master Plan, the city hired a consultant to conduct a comprehensive review of the zoning code and subdivision regulations and to draft updated standards. The code diagnosis identified numerous deficiencies in the current regulations. For example, the current cluster development regulations do not provide meaningful open space. Clusters were designed to be density neutral—matching the underlying R-1 standard of 2.3 units per acre—while preserving open space, but in practice the regulations have not achieved this goal. The cluster districts place no limits on what may be included as open space, allowing areas such as stormwater ponds, wetlands or narrow, unusable strips between lots to count toward the requirement. The resulting developments do not achieve a density-neutral feel or provide usable, accessible open space as intended.

The zoning code rewrite is well under way, with the framework for the new regulations largely defined, while the full draft is still being assembled. Adoption is anticipated in 2026. The draft code does not continue the by-right cluster option that exists under current regulations. Instead, any cluster-style residential proposal or mixed-use concept would need to follow a planned unit development process, which includes a legislative rezoning by Council to a PUD district. This approach is intended to provide

both Planning Commission and Council with greater control over housing types, densities and neighborhood amenities to support higher-quality development outcomes.

Until the new code is formally adopted, the existing provisions that allow cluster developments by right remain in effect and new projects continue to be submitted under those rules. Because the draft code is nearing completion, this is an appropriate time to sunset the by-right cluster option in the current code. The R-1 Residence District will remain unchanged during the interim period. While it continues to allow residential construction, the minimum lot sizes and other dimensional requirements are significantly larger than those permitted in cluster developments.

The ordinance does not alter any existing approvals for cluster developments or for phases of developments with an approved preliminary plan. It also confirms that existing cluster developments remain legal and zoning compliant so that homeowners are not adversely affected when selling, refinancing or improving their properties.

Also of note, as part of this project, the city's zoning map will be updated to accurately reflect previously approved cluster developments. Currently these developments are shown only as R-1 and are not separately identified on the map. This causes confusion for appraisers, bankers and real estate professionals when determining the applicable requirements for lots smaller than the standard R-1 minimum. Updating the map will provide clarity and consistency for residents and the development community.

CHAPTER 1250. RESIDENCE DISTRICT

1250.01 Intent

It is the intent of the City in the establishment of the R-1 Residence District to provide for areas of low residential density and to stabilize and protect those areas where such low residential densities exist. ~~Cluster subdivisions are permitted in this District for use where it is desired to avoid the expense of large lot development and to preserve natural open spaces and low population density.~~

(Ord. 2748-93, 4-19-93)

1250.02 Permitted and conditional uses

- (a) In an R-1 Residence District, no building or land shall be used or changed in use, and no building shall be located, erected or structurally altered, unless otherwise provided herein, except for one or more of the following uses:
- (1) Farms and agricultural uses.
 - (2) Single-family residences.
 - (3) Schools and other public uses.
 - (4) Churches and other semi-public uses.
 - (5) Customary accessory uses.
- (b) The following uses shall be deemed conditional uses in an R-1 District:
- (1) Two-family residences.
 - (2) Cemeteries, including mausoleums, provided that any new cemetery shall contain an area of not less than ten acres.
 - (3) Golf courses, except miniature courses and practice driving ranges operated for commercial purposes.
 - (4) Customary home occupations.
 - (5) Private clubs and grounds for games and sports, provided that no mechanical amusement is permitted which is normally incidental to a commercial use. Swimming pools and fishing lakes are also conditional uses.
 - (6) Institutions.
 - (7) Senior Citizen Planned Residential Developments.
 - A. Project Development Requirements for Senior Citizen Planned Residential Developments. No application for a Senior Citizen Planned Residential Development as an R-1 Conditional use which includes plans for the development of a project that does not strictly comply with the following requirements shall be approved:
 - i. Intent of Development.
 1. The Development will occur in a unified manner and in a way that is compatible with the surrounding land uses and harmonious with abutting single family neighborhoods;
 2. Provides for a substantially maintenance free residential environment designed to ensure that aesthetically pleasing environments are created;

3. Is designed for, reserved for, maintained as and marketed as a residential community for persons who are at least 55 years of age in compliance with the Housing for Older Persons Act of 1955;
 4. The Developer has presented a plan which adequately ensures that all phases of development are and shall remain consistent with the requirements and conditions of all ordinances pertaining to Senior Citizen Planned Residential Developments.
- ii. Development Design Criteria.
1. Required Amenities. Each Senior Citizen Planned Residential Development shall provide a clubhouse or other community building that includes meeting/assembly space for use by residents of the development.
 2. Private Streets and Shared Drives. A Senior Citizen Planned Residential Development may include private streets and shared drives, provided that:
 - (a) Construction methods, standards and materials for private streets and shared drives meet accepted engineering practices and are approved by the City Engineer.
 - (b) The location, design and construction of all utilities on private or common land are approved by the City Engineer.
 - (c) The preservation and maintenance of all private streets and shared drives and utilities on private land is assured according to the requirements set forth in Subsection (b)(7)A.ii.3.(b) below.
 3. Common Areas. Common areas, including the clubhouse, private streets, and landscaping shall be maintained and controlled according to the following:
 - (a) A homeowners association shall be created so that such association is responsible for the maintenance and control of common areas, including the clubhouse, private streets, shared drives, landscaping and snow removal.
 - (b) The Law Director shall determine that, based on documents which shall be submitted with the development plan, the association's bylaws or code of regulations ensure that the Association be responsible for maintenance, control, and insurance of all common areas, including clubhouse, private streets, shared drives, landscaping.
 - (c) Required Utilities. Each use and all dwelling units in a Senior Citizen Planned Residential Development shall be served by central water, sanitary sewer facilities and underground utilities.
- iii. Physical Project Development Requirements.
1. Minimum Project Area. The gross area of a tract of land proposed to be developed as a Senior Citizen Planned Residential Development (SCRD) shall not be less than 15 acres nor greater than 50 acres. The project area of a SCR D shall be in one ownership, or if in several ownerships, the application shall be filed jointly by all owners of the properties included in the proposed SCR D boundaries.
 2. Access. A Senior Citizen Planned Residential Development shall have direct access onto a major roadway (which is a major, primary or secondary arterial) and shall avoid access on local residential streets.

3. Maximum Project Area Coverage. Impervious surfaces, including areas devoted to buildings and pavement within a Senior Citizen Planned Residential Development shall not occupy more than 50% of the project area.
4. Maximum Density. For independent dwelling units, the density shall not exceed four units per acre, subject to the approval of Planning Commission pursuant to subsection (b)(7)C. below.
5. Building Arrangements and Setbacks. In order to ensure that a Senior Citizen Planned Residential Development is compatible with the existing residential environment of North Ridgeville, such development shall comply with the following:
 - (a) Dwelling units may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwelling units so as to provide privacy and to form a unified composition of buildings and space, provided all buildings are located on the development site in compliance with the building setbacks set forth below.
 - (b) Schedule of Minimum Setbacks:

Schedule of Min. Setbacks	Building	Parking
Setback from existing public street right-of-way	35 ft.	Not permitted in front of building
Setback from proposed internal street	25 ft.*	Parking permitted
Setback from project boundary, other than a public street:		
- Abutting a lot in Nonresidential District	20 ft.	10 ft.
- Abutting a lot in a Residential District	20 ft.	20 ft.

*Measured from the right of way of a public street and from the edge of the pavement for a private street.

6. Required Perimeter Buffer. Whenever an SCR D abuts another lot in a Residential District, a buffer area with a minimum width of 20 feet shall be located adjacent to the project boundary line, within the required setback from the project boundary specified in the Schedule of Minimum Setbacks above.
 - (a) Such buffer may be located in a common area or on individual lots.
 - (b) The buffer area shall include landscaping and/or screening to a minimum height of six feet by use of hedges, planting, fence or other screening as may be determined by the Planning Commission.
7. Minimum Unit Sizes. The minimum floor area for independent dwelling units shall be as follows:
 - (a) Each one-bedroom unit shall include a minimum of 1,000 square feet.
 - (b) Each two-bedroom unit shall include a minimum of 1,000 square feet.
 - (c) Each three-bedroom unit shall include a minimum of 1,200 square feet.
8. Parking. The following off-street parking regulations shall be required:

- (a) Independent dwelling units shall provide off-street parking spaces at the rate of two spaces per dwelling unit. All required spaces shall be enclosed. In addition, one guest parking space shall be provided for every five dwelling units.
 - (b) The community recreation facilities shall provide one off-street parking space per each 200 square feet of floor area.
 - B. Permitted Buildings and Uses. No application for a Senior Citizen Planned Residential Development as an R-1 Conditional use which includes plans for the erection, existence or maintenance of buildings, or for uses other than the following, shall be approved:
 - i. Main Buildings and Uses.
 - 1. Independent dwelling units, which may include single-family units and attached two-family units.
 - 2. Common open space.
 - 3. Club House.
 - (a) The construction of the clubhouse facility must be commenced prior to the point at which the total Senior Citizen Planned Residential Development is 50% complete.
 - (b) Accessory Uses.
 - (a) Private garages and parking areas;
 - (b) Signs;
 - (c) Supporting recreational uses/facilities such as but not limited to: Tennis courts, picnic areas, gazebos, garden plots, and parking for recreational vehicles.
 - C. Density in Senior Citizen Planned Residential Developments. Where Senior Citizen Planned Residential Development is approved as a conditional use in an R-1 residential district, the density requirement may be modified by the Planning Commission to a density no greater than 4.0 families per acre for that conditional use only after a regular public meeting of the Planning Commission and upon consideration of the following factors:
 - i. The degree of benefit/detriment the development could bring to the community and/or the City; and
 - ii. How well the project fits or does not fit into the existing site and community, and
 - iii. The size of the proposed density change; and
 - iv. Any other traffic or safety issues presented by the proposed development; and
 - v. All project development requirements and permitted building uses contained in ordinances regulating Senior Citizen Planned Residential Developments.
 - D. Planning Commission Review. No application for approval of a Senior Citizen Planned Residential Development which includes plans for the development of a project that do not strictly comply with the provisions of this section shall be approved by the Planning Commission.
- (Ord. 2748-93, 4-19-93; Ord. 2855-94, 4-4-94; Ord. 4090-2004, 12-20-04; Ord. 5983-2022, 8-1-22)

1250.03 Building height

No building or structure in an R-1 Residence District shall exceed thirty-five feet in height, except as otherwise provided in this Zoning Code.

(Ord. 2748-93, 4-19-93)

1250.04 Lot and yard requirements

(a) Required Lot Area, Depth and Width. In an R-1 Residence District, lot area, depth and width shall be as follows:

- (1) Each single-family dwelling or other building permitted as provided in this chapter shall be located on a lot having an area of not less than 21,150 square feet, a width of not less than ninety feet and a depth of not less than 200 feet, unless otherwise permitted by this Zoning Code. Notwithstanding the foregoing lot width requirement for each single-family dwelling or other permitted building, all corner lots in residential areas for single-family or other permitted buildings shall have a minimum width of not less than 110 feet.
- (2) Each single-family dwelling or other building permitted as provided in this chapter that is furnished with Municipal water and sewer services or a comparable improved system of water and sewer utilities, shall be located on a lot having an area of not less than 16,200 square feet, a width of not less than ninety feet and a depth of not less than 150 feet, unless otherwise permitted in this Zoning Code. Notwithstanding the foregoing lot width requirement for each single-family dwelling or other permitted building, all corner lots in residential areas for single-family or other permitted buildings shall have a minimum width of not less than 110 feet.

Notwithstanding anything set forth in paragraph (a)(1) or (2) hereof to the contrary, the provisions relating to the minimum width of corner lots shall not apply to any single-family dwelling or other permitted structure in residential areas which has been constructed or approved for construction prior to the effective date of Ordinance 3414-99, passed March 1, 1999.

- (3) Each two-family dwelling permitted as provided in this chapter shall be located on a lot having an area of not less than 29,375 square feet, a width of not less than 125 feet and a depth of not less than 200 feet, unless otherwise permitted by this Zoning Code.
 - (4) Each two-family dwelling permitted as provided in this chapter that is furnished with Municipal water and sewer services or a comparable improved system of water and sewer utilities, shall be located on a lot having an area of not less than 22,500 square feet, a width of not less than 125 feet and a depth of not less than 150 feet, unless otherwise permitted in this Zoning Code.
- (b) Required Yards. Yards of the following minimum depths or widths shall be provided for all lots in an R-1 District, unless otherwise permitted by this Zoning Code:
- (1) Front Yards. The depth of the front yard shall be not less than fifty feet.
 - (2) Rear Yards. The depth of the rear yard shall be not less than fifty feet.
 - (3) Side Yards. Each lot or parcel of land shall be provided with two side yards as follows:
 - A. The sum of the side yards for a single-family residence shall be not less than twenty feet, and neither side yard shall be less than ten feet.
 - B. The sum of the side yards for a two-family dwelling shall be not less than forty feet, and neither side yard shall be less than twenty feet.
 - (4) Frontage. No dwelling shall be erected on a lot having frontage of less than sixty feet at the right-of-way line, unless such lot was designated on a recorded plat or separately owned on the effective date of this Zoning Code (Ordinance 335-66, passed July 5, 1966) and cannot be practically enlarged to

comply with this requirement. Further, said lot shall not diminish to less than sixty feet from the right-of-way line to the building.

((Ord. 2748-93, 4-19-93; Ord. 2854-94, 4-4-94; Ord. 3414-99, 3-1-99)

1250.05 Signs

Provisions relating to signs in an R-1 Residence District shall be as provided in Chapter 1286.

(Ord. 2748-93, 4-19-93)

1250.06 Off-street parking and loading

Provisions relating to off-street parking and loading in an R-1 Residence District shall be as provided in Chapter 1285.

(Ord. 2748-93, 4-19-93)

1250.07 Density

The gross residential density in an R-1 Residence District shall be 2.3 families per acre.

(Ord. 2748-93, 4-19-93)

CHAPTER 1280. CLUSTER SUBDIVISIONS

1280.01 ~~Intent~~ Applicability

~~In permitting cluster subdivisions, it is the intent of the City to make reasonable provisions through which, during the subdivision of land, natural elements of the landscape and population density within districts may be maintained, development costs may be lessened and physical living conditions within the City improved. The provisions of this chapter are set forth to provide extra amenities for the City and not as an automatic reduction of lot size requirements.~~

~~(Ord. 335-66, 7-5-66)~~

As of the effective date of Ordinance 2025-XX, no new cluster subdivision may be submitted or approved under this chapter. Requirements remain for historical reference only.

1280.02 Requirements

A cluster subdivision may be permitted in R-1 and R-2 Districts if the following conditions are met:

- (a) The development contains a minimum of twenty dwelling units.
- (b) The gross residential density (families per acre) is no greater than if the tract were developed with minimum lot sizes as specified in this Zoning Code for the appropriate type of residential use within the district. To compute the gross residential density of a given subdivision, the total number of buildable acres is divided into the total number of dwelling units proposed, the answer being in dwelling units or families per acre. Unbuildable area, such as lakes, ponds, streams, swamps, hazardous topography or soils and land that are not available to the owner for development because of easements, shall not be considered as part of the gross acreage in computing the maximum number of dwelling units that may be created under this procedure, unless otherwise determined by the Planning Commission and Council.
- (c) The location, shape, size, intended use and legal responsibility for the tenure and maintenance of common land is approved by the Planning Commission and Council and meets the following requirement: The common land is publicly dedicated to the City or a property ownership corporation, or is reserved by deed for use in common by the residents of the subdivision, each property owner receiving an undivided proportionate share in such common land.
- (d) Reductions in lot width, area and yard requirements are approved by the Planning Commission and Council and do not exceed fifteen percent of the district requirements. For purposes of this subsection, the reduction is not a variance as defined in Section 1294.01(g)(1).
- (e) The proposed development is designed to produce an environment of stable and desirable character and is approved by the Planning Commission and Council.

(Ord. 335-66, 7-5-66; Ord. 2216-87, 11-2-87)

1280.03 Approval procedure

- (a) A person, firm or corporation desiring to create a cluster subdivision shall apply to the Administrative Officer for a building permit and a certificate of occupancy for such subdivision. The application shall be accompanied by a map or plat of the proposed cluster subdivision showing:

- (1) The dimensions and location of all existing and proposed buildings, driveways, off-street parking areas, topography, abutting streets, highways and other features within 200 feet of the property lines of the parcel.
 - (2) Architectural plans for all proposed buildings, walls and fences.
 - (3) Plans or reports showing the proposed collection, treatment and disposal of sewage produced on the area of the cluster subdivision.
 - (4) Additional data which may be required by the Planning Commission and Council to judge the subdivision and its effect upon the surrounding area and the City.
- (b) The Administrative Officer shall convey such plans and reports presented by the applicant to the Planning Commission, which shall make a study thereof and present its findings thereon to Council.
- (c) Upon the receipt of the findings of the Planning Commission, Council shall study the same and, if concurring therewith, shall direct the Administrative Officer to issue the building permit and the certificate of occupancy to the applicant. Such certificate of occupancy may contain conditions attached thereto by Council as it deems necessary in the best interest of the City and such certificate shall be revoked if such conditions are not followed.
- (d) Dedication of Land for Public Use; Easements; Acceptance of Streets and Utilities. If the final plat indicates land for public use, the Planning Commission's approval of the plat and Council's formal approval of Planning Commission's action shall constitute the acceptance of any land dedicated for public use and acceptance of any easement. Following approval, the City shall sign the plat for recording with the County. The acceptance of any street, improvement or utility for public use and maintenance by the municipality shall be by separate action of Council.

(Ord. 335-66, 7-5-66; Ord. 5495-2017, 11-20-17)

CHAPTER 1282. SINGLE-FAMILY DETACHED AND CLUSTER DEVELOPMENT

1282.01 ~~Intent~~ Applicability

~~In order to encourage greater attractiveness, flexibility and utilization of space to obtain a more desirable environment than may be possible through the strict application of minimum requirements of the conventional single-family district, contiguous one-family dwellings may be clustered in accordance with the regulations of this Zoning Code to permit the flexible spacing of lots and buildings in order to encourage:~~

- ~~(a) The creation of functional and interesting residential areas;~~
- ~~(b) The provision of readily accessible recreation areas and open spaces;~~
- ~~(c) The conservation of the natural amenities of the landscape; and~~
- ~~(d) The separation of pedestrian and vehicular circulation.~~

~~(Ord. 2886-94, 7-18-94)~~

As of the effective date of Ordinance 2025-XX, no new single-family detached and cluster development may be submitted or approved under this chapter. Requirements remain for historical reference only.

1282.02 Definitions

As used in this chapter:

- (a) "Cluster area", "cluster use", "cluster dwelling" and "cluster portion of the development area" mean that part of the development area designed and intended for the construction of single-family dwelling units in a unified and harmonious arrangement as reflected on a plan indicating all dwelling units within a specific portion of the development area.
- (b) "Detached single-family unit", "detached single-family dwelling" and "detached single-family portion of the development area" mean that part of the development area designed and intended for the construction of single-family dwelling units to be located upon separate individual lots.

(Ord. 2873-94, 6-6-94)

1282.03 Application; scope

The provisions of this chapter shall apply whenever an owner or developer elects to submit plans in accordance with the provisions of this chapter and whenever the Planning Commission finds and determines that the application of the planning standards and regulations of this chapter are required in order to:

- (a) Preserve or protect natural features or environmental conditions of a land area proposed to be developed;
- (b) Meet the open space or recreational needs of future residents of a land area proposed to be developed;
- (c) Provide for the safety of those utilizing pedestrian and vehicular circulation routes in and near a land area proposed to be developed through the separation of pedestrian circulation from vehicular circulation routes which, for any reason, present an above-average risk to pedestrian traffic; or
- (d) Assure an arrangement or placement of improvements and/or dwelling units on the land area proposed to be developed which will be functional and serviceable in all respects.

Further, this chapter shall apply when the Planning Commission finds and determines that the application of the planning standards and regulations of this chapter will not significantly affect the use

of the land area proposed to be developed when considered as a whole for the purposes and to the extent permitted under this Zoning Code.

(Ord. 2873-94, 6-6-94)

1282.04 Preliminary development plan required; contents

An owner or developer shall submit to the Planning Commission a preliminary plan of a single-family detached and cluster development thereof as specified in Section 1224.02(a) with written application to the Commission.

The preliminary plan shall include:

- (a) Topography, at two-foot contour intervals, of the proposed development area, including property lines, easements, street rights of way and structures, trees and landscape features existing thereon, together with a certificate, by a registered engineer or surveyor, of the gross area of the development in acres and square feet;
- (b) The proposed vehicular and pedestrian traffic patterns, including the proposed location of public and private streets and the location of off-street parking and service areas;
- (c) The proposed assignment of use, including detached single-family lots and single-family cluster areas, and subdivisions of all land, including private land and common land, with a certificate by a registered engineer or surveyor of the gross area of each use of the development area in acres and square feet;
- (d) The proposed forms of covenants running with the land, deed restrictions (including those with respect to the use of the common land), restrictions or easements proposed to be recorded; covenants proposed for maintenance; and homeowners' association bylaws; and
- (e) Such other relevant information as the Commission may require.

(Ord. 2873-94, 6-6-94; Ord. 5389-2016, 7-18-16)

1282.05 Referral of preliminary development plan for review and report

The Planning Commission shall transmit a copy of the preliminary plan to the City Engineer for review, report and recommendation.

A copy of all covenants, restrictions and easements to be recorded, covenants for maintenance of common areas, and homeowners' bylaws, shall be submitted to the Law Director for his or her review and recommendation.

(Ord. 2873-94, 6-6-94)

1282.06 Action by planning commission on preliminary development plan

The Planning Commission shall evaluate the preliminary plan and reports provided for in this chapter and shall make a finding that the preliminary plan complies with the regulations, standards and criteria prescribed by this Zoning Code for a single-family detached and cluster development, or a finding of any failure of such compliance, and shall act to approve, disapprove or modify such preliminary plan.

(Ord. 2873-94, 6-6-94)

1282.07 Final subdivision plan; contents

The developer of any parcel of land for which a preliminary plan has been approved by the Planning Commission may prepare and submit a final subdivision plan of the single-family detached and cluster development. The final subdivision plan shall contain and be accompanied by the following:

- (a) A written application for approval upon compliance with the formal provisions of this chapter, the application form to be provided by the Commission.

- (b) A plat of the development area showing the street right of way, subdivided and common land, areas reserved for single-family cluster use, and easements, in accordance with the requirements of the Subdivision Regulations, which shall be in form for recording;
- (c) Detailed plans and specifications for all streets, sidewalks, storm and sanitary sewers, water mains, street illumination, grading and other site features of the development area, or that portion of the development area to be developed and designed in accordance with the Subdivision Regulations and other applicable laws and regulations;
- (d) A detailed landscape plan showing all existing site features to remain, recreation facilities and the landscape treatment of all common open space areas within the development area; and
- (e) The final form of covenants running with the land, deed restrictions (including the use of common land), covenants, restrictions or easements to be recorded, declaration of covenants, restrictions and bylaws of a homeowners' association and its incorporation, declaration of condominium ownership and other covenants, if any, for maintenance.

(Ord. 2873-94, 6-6-94)

1282.08 Action by planning commission on final subdivision plan

- (a) If the Planning Commission finds that the final subdivision plan of the single-family detached and cluster development is in substantial compliance with and represents a detailed expansion of the approved preliminary plan, that it complies with all of the conditions which may have been imposed in the approval of such preliminary plan, that all agreements, contracts, deed restrictions, dedications, declarations of ownership and other required documents are in acceptable form and have been executed, that all fees have been provided and all payments made, and that the applicable provisions of the Subdivision Regulations have been complied with and certified by the City Engineer, the Commission shall then approve such final subdivision plan of single-family detached and cluster development.
- (b) Following approval of the final subdivision plan by the Commission, if the final plat indicates land for public use, the plat shall be submitted to Council for acceptance of any public land and of any easement before it is recorded. The acceptance of any street or utility for public use and maintenance shall be by separate action of Council.
- (c) Dedication of Land for Public Use; Easements; Acceptance of Streets and Utilities. If the final plat indicates land for public use, the Planning Commission's approval of the plat and Council's formal approval of Planning Commission's action shall constitute the acceptance of any land dedicated for public use and acceptance of any easement. Following approval, the City shall sign the plat for recording with the County. The acceptance of any street, improvement or utility for public use and maintenance by the municipality shall be by separate action of Council.

(Ord. 2873-94, 6-6-94; Ord. 5495-2017, 11-20-17)

1282.09 Cluster area design and approval

The developer of any parcel of land previously approved for cluster single-family use in a single-family detached and cluster development shall prepare a detailed site plan of the cluster area proposed for development.

The site plan of each cluster single-family area shall include the following:

- (a) The number, location, arrangement and architectural design of all dwelling units;
- (b) The proposed use of all private and common land;
- (c) The location and arrangement of all dedicated and private vehicular and pedestrian accessways;
- (d) The number and arrangement of all open parking and service areas;

- (e) The location of all utilities; and
- (f) The landscape treatment of the cluster area.

The cluster site plan shall be transmitted to the City Engineer for review, report and recommendation.

A copy of all covenants, restrictions and easements to be recorded, covenants for the maintenance of common areas, and homeowners' association bylaws, shall be submitted to the Law Director for his or her approval.

The Commission shall evaluate the reports of the City Engineer and the Law Director and shall act to approve, disapprove or modify the cluster area site plan.

(Ord. 2873-94, 6-6-94)

1282.10 Permitted buildings and uses

Buildings and land shall be used, and buildings shall be erected, altered, moved and maintained, in a single-family detached and cluster development only in accordance with the following:

- (a) Main Buildings and Uses.
 - (1) One-family dwellings; and
 - (2) Common open spaces, recreation areas and public facilities.
- (b) Accessory Buildings and Uses. Gardens, fences, walls, pools and other recreation facilities on private and common land.

(Ord. 2873-94, 6-6-94)

1282.11 Land planning criteria

The following planning criteria are established to guide and control the planning, development and use of land in a single-family detached and cluster development:

- (a) Area and Density Regulations.
 - (1) Minimum Development Area. The minimum area to qualify for single-family detached and cluster development shall be twenty-five contiguous acres. The Planning Commission may, however, allow areas of less than twenty-five acres if it finds and determines that the single-family detached and cluster development as proposed can adequately meet the intent of this chapter.
 - (2) Development Area Density. The residential density of the entire development area shall not exceed 2.3 dwelling units per acre.
 - (3) Required Open Space. In any single-family detached and cluster development, the total public or common open space area shall be not less than twenty percent of the gross acreage of the entire development area.
- (b) Building Arrangement and Dwelling Unit Size. The design criteria set forth in this section are intended to provide considerable latitude and freedom to encourage variety in the arrangement of the bulk and shape of buildings, open space and landscape features. The dwellings may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwelling so as to provide privacy and to form a unified composition of buildings and space. Although latitude in design is provided and encouraged, the following design conditions shall be met:
 - (1) Distribution of Cluster Single-Family Dwellings. Not more than thirty-five percent of the total allowable dwelling units within any single-family detached and cluster development may be allocated to cluster areas.

- (2) Cluster Area Building Spacing. Dwelling units in an approved cluster area shall be set back not less than fifteen feet from any common open space area and thirty-five feet from a detached single-family side and rear property line. The Commission may, however, allow lesser distances if it determines that the intent of this chapter will be adequately met.
- (c) Yard and Height Regulations.
- (1) Lot Area. The minimum lot area for each dwelling unit in the detached single-family portion of the development area shall be 12,800 square feet.
 - (2) Lot Width. Dwelling units in the detached single-family portion of the development area shall vary between eighty and 100 feet, provided that an average width of eighty-five feet is achieved and maintained throughout the development area. In the detached single-family portion of the development area, corner lots shall have a minimum lot width of not less than ninety-five, feet measured at the front building setback line.
 - (3) Front Yard Depth. The front yard depth for each dwelling unit in the detached single-family portion of the development area shall be varied from thirty feet to forty feet, with an average minimum setback of thirty-five feet maintained throughout the detached single-family portion of the development area. The front yard depth for each dwelling unit within any cluster single-family portion of the development area shall be no less than twenty-two feet, measured from the nearest edge of the street or the sidewalk pavement.
 - (4) Side Yard and Building Spacing. In the detached single-family portion of the development area, side-yard width and the separation between adjacent dwellings shall be as follows:
 - A. Each dwelling shall have a minimum side-yard depth of not less than five feet: and
 - B. The minimum separation between adjacent dwellings shall be no less than fifteen feet.
 - (5) Rear Yard. The rear yard depth for dwellings in the detached single-family portion of the development area shall not be less than thirty feet.
 - (6) Building Height. The height of any single-family dwelling shall not exceed thirty-five feet.
- (d) Access and Vehicular Circulation. Each cluster area of single-family dwelling units shall be served by a dedicated street. However, individual dwelling units within such cluster area need not abut the same, provided that:
- (1) Each dwelling unit is accessible, by means of a private drive, to service and emergency vehicles in a manner acceptable to the City Engineer.
 - (2) Construction methods, standards and materials for private drives meet accepted engineering practice and are approved by the City Engineer.
 - (3) The location, design and construction of all utilities on private or common land is approved by the City Engineer.
 - (4) The preservation and maintenance of all private drives and utilities on private land is assured by firm commitment of the abutting owners through documents recorded in the office of the County Recorder or in such other form as is approved by the Director of Law. Each dwelling unit in the detached single-family portion of the development area shall abut upon a dedicated street.
- (e) Parking. Two enclosed parking spaces shall be provided for each dwelling unit in a single-family detached and cluster development outside the street right of way or private drive. Additional off-street parking areas may be required by the Commission if it determines that such additional parking is necessary to adequately serve the needs of the cluster area.

(Ord. 2873-94, 6-6-94; Ord. 3664-01, 3-19-01; Ord. 3672-01, 4-2-01; Ord. 3898-03, 5-5-03)

1282.12 Cluster area improvements

- (a) The developer of a cluster area shall submit to the City Engineer for his or her approval, the detailed design of all improvements of a cluster area, including the pavement, storm sewers, sanitary sewers, water mains, sidewalks, gas lines, electric lines and telephone lines. This submission shall conform to the requirements of the City Engineer and Council for plans and specifications with respect to the construction and material standards for all pavement and utility installations within the City.
- (b) Utility improvements in a cluster area, if approved by the Planning Commission and the City Engineer, need not be installed in a dedicated right of way. In all instances where such improvements are not installed in a dedicated right of way, and the operation and maintenance of such utilities are to be performed by the City or other public utility, the owner shall grant permanent easements to the City and/or other public utility, in a form satisfactory to the Law Director and the City Engineer, providing for access to the utilities by the City and/or other utility companies.
- (c) All streets in the single-family detached portion of the development must be offered for dedication to the City. The Planning Commission may, however, permit rights of way and pavement dimensions of less than the minimum requirements set forth in the City's Subdivision Regulations, if approved by the City Engineer and Council. The procedures and requirements for the dedication of streets in a single-family detached and cluster development shall meet all other standards set forth in the Subdivision Regulations.

(Ord. 2873-94, 6-6-94)

1282.13 Permitted signs

Provisions relating to signs in a single-family detached cluster development shall be as provided in Chapter 1286.

(Ord. 2873-94, 6-6-94.)

1282.14 Temporary structures as conditional uses

Temporary structures shall be deemed a conditional use in a single-family detached and cluster development and shall be permitted if such structures are deemed necessary for construction operations of the dwellings of the area, provided that:

- (a) Such structures shall be limited to offices, yards and buildings for the storage of lumber, equipment and other building material, and to workshops for prefabricating building components.
- (b) The operations and activities carried on within such structures shall not adversely affect the use of nearby dwellings by reason of noise, smoke, dust, odor, fumes, vibration, electrical disturbance or glare to a greater extent than normal in the district that is being developed.
- (c) The hours of operation shall be 7:00 a.m. to 6:00 p.m., and the concentration of vehicles attracted to the premises in connection with such use shall not be more hazardous than normal traffic in the district being developed.
- (d) All temporary structures, when constructed, shall be located at least 100 feet from the nearest occupied residential dwelling.
- (e) All structures and yard storage areas are to be enclosed by a fence.
- (f) A conditional use permit for such temporary structures has been applied for and approved.

(Ord. 2873-94, 6-6-94; Ord. 3903-03, 5-5-03; Ord. 5983-2022, 8-1-22)

SECTION 1. The provisions of the North Ridgeville Zoning Code permitting cluster subdivisions by right in the R-1 Residence District, as set forth in Chapters 1250, 1280 and 1282, are hereby suspended indefinitely. Effective upon the adoption of this ordinance, no application for a new cluster subdivision in the R-1 Residence District shall be accepted, reviewed or approved as a by-right use.

SECTION 2. Amendments to Chapters 1250, 1280 and 1282 implementing this suspension are set forth in Exhibit A, Exhibit B and Exhibit C, respectively, which are attached hereto and incorporated by reference.

SECTION 3. All previously approved cluster subdivisions shall remain governed by the zoning standards in effect at the time of their approval. Nothing in this ordinance shall render any existing cluster subdivision non-conforming.

SECTION 4. In all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

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 §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.

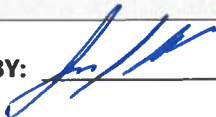
PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

MAYOR

**CITY OF NORTH RIDGEVILLE
PLANNING COMMISSION**

✓	Approval Granted	Request Rejected
Refer For Council Approval:		
BZBA Approval Required:		
Other Conditions:		
DATE: 12.9.25	BY: 	



To: Planning Commission

From: Kim Lieber, AICP, Director of Planning and Development

Re: Ordinance 2025-157

Date: November 25, 2025

Ordinance 2025-157: An Ordinance amending Chapter 1226 Design Standards of the North Ridgeville Subdivision Regulations.

- Amends 1226.02 Storm and sanitary sewers; protection of natural drainage courses
 - Requires wetlands, riparian setbacks, drainage courses and other preservation areas to be located outside of residential sublots
 - Requires utilities serving subdivisions to be placed in blocks maintained by the HOA
- Amends 1226.08 Easements
 - Adds requirements that better define location, purpose and responsible parties for all easements
 - Prohibits public utilities (water, sewer, storm) from being installed across sublots via easement

The city routinely reviews subdivisions proposed on sites that include wetlands, natural drainage courses and other sensitive features. Clearly identifying these areas on plats – and keeping them out of residential lots – helps prevent grading issues, encroachments and confusion for homeowners down the road. This is a standard best practice that also supports proper stormwater function and reduces long-term maintenance problems.

The city has also run into difficulties when stormwater and utility lines are placed across private yards through easements. Where this has occurred, it can create access problems, inconsistent maintenance and landscaping conflicts. It also leaves residents and HOAs unsure of their responsibilities. Requiring these systems to be located instead in common areas owned by the HOA provides reliable access, clear maintenance responsibility and fewer conflicts with how homeowners use their yards.

These amendments put into writing the practices the city already uses during subdivision review. Adding these standards to the code gives developers clearer expectations up front, helps streamline review and reduces the need for plan revisions. Overall, the changes create a more predictable and consistent development process.

(b) No natural drainage course shall be altered, and no fill, building or structure shall be placed in any such natural drainage course, unless recommended by the City Engineer and approved by Council.

(c) Natural drainage courses, wetlands and preservation areas shall be shown on new subdivision plats and improvement plans. Riparian setbacks, named watercourses, common drainage areas and wetlands to be preserved shall not encroach into residential sublots within new developments as reviewed and approved by the City Engineer. The City Engineer reserves the right to waive these restrictions for hardship cases.

(d) New platted subdivision storm sewers, sanitary sewers and common stormwater drainage improvements shall be placed within blocks of common ownership, to be maintained by the designated homeowners' association (HOA). No other improvements other than grass shall be placed within these blocks. Long-term maintenance of these areas shall be addressed in the Covenants and Restrictions for Long Term Maintenance for each installed stormwater Best Management Practice (BMP) and shall require approval by the City Engineer.

SECTION 2. Section 1226.08 of the North Ridgeville Subdivision Regulations, be and is hereby amended to read as follows:

1226.08 Easements.

Private and public utility easements shall have a minimum width of twelve feet, or such additional width as may be required for necessary access to the utility involved. Such easements shall be located along rear or side lot lines, with six feet thereof being located on each side of such lot lines, except under special circumstances where the Planning Commission may require them in other locations. For lots facing curvilinear streets, the rear easement shall consist of straight lines with a minimum number of points of deflection. All easements shall conform to Section 1226.03.

Permitted easements shall include language that clearly identifies (1) the location of the easement, (2) the utility and purpose, and (3) the parties involved and their respective responsibilities. Easements shall not be utilized for storm drainage, sanitary sewers, waterlines or other public utilities. See Sections 1226.02(c) and (d) for further restrictions.

SECTION 3. That all other ordinances or parts of ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted sections are likewise repealed to the extent of such inconsistency or conflict only.

SECTION 4. In all other respects, the North Ridgeville Planning and Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. That, if any section, paragraph, sentence, clause, phrase, term, provision or part of this Ordinance, together with all of its Exhibits attached thereto, shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph,

sentence, clause, phrase, term, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

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 §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: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

1226.02 - Storm and sanitary sewers; protection of natural drainage courses

(a) The Commission shall not approve any subdivision having inadequate storm and/or sanitary drainage, as determined by the City Engineer.

(b) No natural drainage course shall be altered, and no fill, building or structure shall be placed in any such natural drainage course, unless recommended by the City Engineer and approved by Council.

(c) Natural drainage courses, wetlands, stormwater management features, common storm sewers, common swales, 100-year floodplains and conservation areas shall not encroach into residential sublots within any new platted subdivision. These features shall be placed completely within blocks of common ownership, to be maintained by the designated homeowners' association (HOA).

(1) The Long Term Maintenance Plan for these features shall be defined in the HOA Declaration. Their locations shall be clearly defined on the subdivision plat and/or improvement drawings to include the responsible parties and any necessary drainage easement language as required by the City Engineer.

(2) The City Engineer may grant exceptions to the regulations of this section when a hardship has been demonstrated.

(3) For the purposes of this section, the following definitions shall apply:

(A) "Common swale" means a shared shallow drainage swale channel created to collect and convey stormwater runoff from more than one property or subplot as part of the subdivision improvements.

(B) "Common storm sewer" means a shared stormwater conveyance pipe serving more than one property or subplot that does not reside in the public right-of-way.

(C) "Conservation areas" mean areas of a subdivision designated by the U.S. Army Corp of Engineers (USACE) or Ohio EPA that are preserved or restricted to protect natural hydrology and manage stormwater.

(D) "Wetlands" mean freshwater marshes, bogs, swamps, and fens that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions.

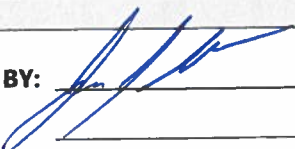
1226.08 - Easements

Private and public utility easements shall have a minimum width of twelve feet, or such additional width as may be required for necessary access to the utility involved. Such easements shall be located along rear or side lot lines with six-feet thereof being located one each side of such lot lines, except under special circumstances where the Planning Commission may require them in other locations. For lots facing curvilinear streets, the rear

easement shall consist of straight lines with a minimum of points of deflection. All easements shall conform to Section [1226.03](#).

Permitted easements shall include language that clearly identifies (1) the location of the easement, (2) the utility and purpose, and (3) the parties involved and their respective responsibilities. Easements shall not be utilized for storm drainage, sanitary sewers, waterlines or other public utilities. See Sections 1226.02(c) and (d) for further restrictions.

**CITY OF NORTH RIDGEVILLE
PLANNING COMMISSION**

<input checked="" type="checkbox"/>	Approval Granted	<input type="checkbox"/>	Request Rejected
Refer For Council Approval:			
BZBA Approval Required:			
Other Conditions:			
DATE: 12.9.25		BY: 	

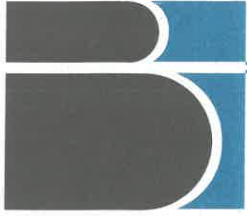
PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR



BRAMHALL
ENGINEERING &
SURVEYING COMPANY

July 4, 2025
Rev September 8, 2025

Mrs. Christina Eavenson, P.E.
City Engineer
7307 Avon Belden Road
North Ridgeville, Ohio 44039

Reference: Mills Creek Conservation and Flood Control Improvements
Cypress Avenue Extension Assistance
Professional Services Proposal

Dear Mrs. Eavenson:

We are pleased to submit the following Proposal for Professional Services pertaining to the above referenced project.

The project requires ongoing assistance with private utility coordination of the TC Energy Pipeline, Environmental Engineering and permitting of the wetlands with Federal (USACE) and State Of Ohio Environmental Protection Agency.

Changes are required to include a large siphon structure as to not impact the 16 inch high pressure gas line owned by TC Energy. Structural Engineering is required to temporarily support the 16 inch gas main. Ongoing coordination with TC Energy will be required. Bramhall has teamed with Gannett Fleming Transystems (GFT) on the temporary shoring structure and peer review assistance with the large siphon structure.

Additional First Energy coordination and plan modifications are required due to maintaining access and no impact on their infrastructure to meet their separation requirements.

Cypress Avenue Extension modifications and coordination with Mills Creek Conservation Area Improvements.

Scope of Services

The project Scope of Services to be provided by Bramhall Engineering and Surveying Company (BRAMHALL) shall include the following:

Task I - Civil/Site Design Engineering

BRAMHALL shall provide the following Civil Engineering including, but are not limited to, the following:

- Plan updates as required due to Environmental Engineering revisions and private utility coordination.
- Prepare a revised Engineer's Opinion of Probable Construction Cost Estimate for the project.
- Prepare revised bid forms.
- Attend Meetings with City as may be required.
- Assist CITY with ongoing private utility coordination.
- Revise boardwalk details as required by USACE.
- Drafting assistance with GFT for temporary gas support structure. Coordinate with TC Energy on permitting.
- Provide Additional research regarding First Energy Property for unknown easements that were not found during title searches. Update proposed easements as required. Revise plans as required.

Task II – Temporary Shoring and Utility Support and Peer Review

- Gannett Fleming Transystems (GFT) will prepare calculations and sketches for the temporary shoring structure.
- Provide peer review assistance with the large siphon structure with a Senior Hydraulics Engineer.
- See 3 page summary of scope within.

Clarifications and Exceptions

- 1) Real Estate Acquisition and Appraisal Services are not included.
- 2) BRAMHALL personnel shall have access to the site to conduct required survey tasks. The City of North Ridgeville shall notify private property owners, if required, to obtain permission for BRAMHALL and our Subconsultants to enter said private properties.
- 3) BRAMHALL will locate existing utilities observed in the field or as staked by others. BRAMHALL is not an underground utility locating service. Existing reference drawings may be used as part of the base mapping and will be noted as such, however, BRAMHALL does not assume responsibility of the accuracy/completeness thereof.
- 4) BRAMHALL shall prepare the base map information in Auto CAD Civil 3D 2025.dwg format. BRAMHALL is not held responsible for the possible degradation of data if saved back to previous formats and/or if utilized with other drawing software.
- 5) All specifications will be by plan note only referring to Ohio Department of Transportation (ODOT) and/or the City of North Ridgeville Construction and Material Specifications. A separate specification booklet is not included.
- 6) FEMA coordination/submittals (Letter of Map Revision) are not included with this scope of work. This work will be coordinated after the completion of all project phases when the full potential flood risk reduction is achieved and handled by a separate scope of services.
- 7) Additional Environmental Consulting and modification to Cypress Avenue Extension Plans is under separate cover letter.
- 8) BRAMHALL Hourly Rate Schedule for authorized additions to the Scope of Services is attached. Authorized additions to the contract shall be based upon these rates.
- 9) Bidding and construction plans for the park building and amenity items beyond the civil scope are not included. A separate proposal can be provided in the future for these services.

Professional Services Fee

We propose to provide these Professional Services on an Hourly as needed as basis or lump sum as follows:

Task I - Civil/Site Design Engineering (Hourly).....\$ 80,000.00

Task II – Temporary Shoring and Utility Support and Peer Review.....\$ 63,352.00


Total Contract Amount.....\$ 143,352.00

Method of Payment

The work will be billed monthly based upon the actual hours worked at the time of billing. The above rates are valid for services provided through December 31, 2025. Charges for our services after this date are subject to escalation.

ACKNOWLEDGED & ACCEPTED

**BRAMHALL ENGINEERING &
SURVEYING COMPANY**

By: 
Aaron P. Appell, P.E.
Title: Principal
Date: September 8th, 2025

ACKNOWLEDGED & ACCEPTED

CITY OF NORTH RIDGEVILLE

By: _____
Title: _____
Date: _____

Bramhall Engineering & Surveying Company

Schedule of Rates for the Year 2025

Our services will be billed at an amount equal to the time expended multiplied by the following hourly rates:

	<u>Hourly Rate</u>
Principal	\$185.00
Senior Project Manager	\$165.00
Professional Surveyor	\$155.00
Senior Professional Engineer	\$150.00
Professional Engineer	\$140.00
Engineer II	\$110.00
Engineer I	\$90.00
Surveyor I	\$90.00
Senior Inspector	\$70.00
Inspector	\$60.00
Three- Person Survey Crew	\$170.00
Two-Person Survey Crew	\$155.00
GPS Survey System Unit Or Robotic Total Control System (One Person Survey Crew)	\$135.00
Senior Technician IV	\$135.00
Senior Technician III	\$120.00
Senior Technician II	\$105.00
GIS Technician	\$100.00
Senior Technician I	\$90.00
Technician	\$65.00
Drafter	\$50.00
Administrative Assistant	\$65.00

Reimbursable expenses shall include the cost of reproduction of plans and documents as required, plus 10%, and mileage incurred for meetings and site visits.

The above rates are valid for services provided through December 31, 2025. Charges for our services after this date are subject to escalation.

Payment for our services shall be monthly.



**North Ridgeville
Mills Creek Conservation and Regional Flood Control Project**

Aaron P. Appell, P.E., CPESC
Bramhall Engineering and Surveying Company
801 Moore Road, Avon, OH 44011

Dear Aaron,

Below and on the following pages is a proposed scope and fee to design a temporary shoring and utility support systems for the cut and cover installation of an inverted siphon in North Ridgeville (Mills Creek Conservation and Regional Flood Control Project). Also included is 20 hours of effort for a senior hydraulics engineer to review the design and plans of the inverted siphon system.

GFT (dba Gannett Fleming) will seal the standalone sheets that detail the shoring and temporary support system. No site visit or in person meetings are assumed. Bramhall will facilitate meetings with the gas company and other parties as needed.

Specific scope items and assumptions are on the subsequent pages.
Total Proposed Lump Sum Price for the work: \$63,352.00

The schedule will be as needed in coordination with the overall Bramhall engineering work. At least 6 weeks notice is required before deliverables are due (preferably more) so that staffing can be arranged.

Thank you for the opportunity to assist in developing a cost effective solution for the owner.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Dues", is written over a light blue horizontal line.

Eric Dues
Ohio Bridge Group Manager.

CONSULTANT COST SUMMARY

C/R/S : North Ridgeville Sheetting and Gas Line Support Overhead Percentage for Net Fee = 159.98%
 PID NO.: Overhead Percentage = 147.55%
 CONSULTANT: GFT Cost of Money = 0.40%
 DATE: June 26, 2025 Net Fee Percentage = 11.00%

Task Description	Pers. Class.	Average Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Net Fee	Total Cost
Part 1 Lump Sum									
North Ridgeville Siphon - Temporary Utility Support									
Project Setup and Coordination		\$94.50	40	\$3,780	\$5,577	\$15	\$0	\$1,081	\$10,453
Shoring and Support Design		\$69.35	146	\$10,125	\$14,939	\$41	\$0	\$2,896	\$28,001
Plans		\$62.52	144	\$9,003	\$13,284	\$36	\$0	\$2,575	\$24,898
GFT	Subtotal	\$69.42	330	\$22,908	\$33,800	\$92	\$0	\$6,552	\$63,352
Part 1 Lump Sum	Total		330						\$63,352



Bramhall Engineering
North Ridgeville Siphon - Temporary Utility Support

Work Type Mills Creek Conservation and Regional Flood Control Project
 CITY/TOWN: North Ridgeville
 Prime Consultant Bramhall Engineering

	Principal Engineer	Senior Bridge Engineer	Junior Bridge Engineer	Senior Hydraulics Engineer	Junior Geotechnical Engineer	Totals	Notes
Project Setup and Coordination							
Setup	10					10	Project setup (Accounting, CADD, Agreement)
Meetings	4	4	2			10	Two virtual assumed
Siphon Design Review				20		20	
sub-total	14	4	2	20	-	40	
HOURLY RATES	\$111.10	\$80.25	\$51.15	\$90.00	\$54.90		
DIRECT PAYROLL	\$1,556	\$321	\$103	\$1,800	\$0	\$3,780	
Shoring and Support Design							
Shoring design	2	8	8		16	34	Will be used to shorten the temporary support span (by allowing a vertical cut) and vertically support the temporary support structure.
Temporary Support Design	2	20	30			52	Design of the temporary support structure, anticipated to be parallel beams (approximately W30), including derivation of loads needed for vertical and lateral design. Includes design of shoring to support system connection details.
Gas line support details	4	8	8			20	Sketching gas line to support system connection, including two virtual meetings with the gas line company to discuss the system and their preferences / comments on the details and procedure.
Coordination of design details with Bramhall	4	4				8	Miscellaneous design reviews with Bramhall to be incorporated into their plans.
Response to Gas Line/Client Comments & Updates	8	8	16			32	Assumes two rounds up comment dispositions and plan/calculation updates
						-	
sub-total	20	48	62	-	16	146	
HOURLY RATES	\$111.10	\$80.25	\$51.15	\$90.00	\$54.90		
DIRECT PAYROLL	\$2,222	\$3,852	\$3,172	\$0	\$879	\$10,125	
Plans							
Setup of CADD environment	-	-	10			10	CADD environment provided by Bramhall
General Details & notes (1 sheet)	4	16	30			50	Basemap and elevation view of each wall. Basemap will be spatially correct for inclusion in Bramhall's site plans. Notes sheet will include an expected written procedure.
Gas line support details (1 sheet)		16	26			42	Includes plan view of support system, elevation view of support system, and typical section of support system.
Support system Details (1 Sheet)		16	26			42	Connection / bracing details, baseplate details, miscellaneous details for connection to gas line.
sub-total	4	48	92	-	-	144	
HOURLY RATES	\$111.10	\$80.25	\$51.15	\$90.00	\$54.90		
DIRECT PAYROLL	\$445	\$3,852	\$4,706	\$0	\$0	\$9,003	
TOTAL WORKHOURS	38	100	156	20	16	330	
HOURLY RATES	\$111.10	\$80.25	\$51.15	\$90.00	\$54.90		
DIRECT PAYROLL	\$4,223	\$8,025	\$7,981	\$1,800	\$879	\$22,908	

Direct Expenses				Notes
Travel Expenses	Mileage	0 miles	@ \$0.67/mile	\$ -
Travel Expenses Total				\$ -
Total Direct Expenses (lump sum)				\$ -

SECTION 4. If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual. If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION 5. The Mayor is hereby empowered on behalf of the City of North Ridgeville to enter into contracts with the Director of Transportation necessary to complete the above described project and to submit the Consent Legislation attached as **Exhibit A**.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 7. This Resolution 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

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 118793

Project Name D03 BH FY2027 (A)

The following _____ enacted by the City of North Ridgeville of Lorain County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

Preventative Bridge Maintenance – Deck Sealing on structures on Interstate Route 480.

This project is currently scheduled to be constructed between April 2027 and September 2027.

NOW THEREFORE, be it ordained by the City of North Ridgeville of Lorain County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said *City of North Ridgeville* is hereby empowered on behalf
(Contractual Agent)
of the *City of North Ridgeville* to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 202__.
(Date)

Attested: _____
(Clerk) (Officer of City- title)

Attested: _____
(Title) (Mayor)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of North Ridgeville of Lorain County, Ohio

I, _____, as Clerk of the City of North Ridgeville of Lorain County, Ohio,
Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of North Ridgeville on this ____ day of _____, 202__,
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)
_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 202__,

(SEAL)
(If Applicable)

Clerk Signature
City of North Ridgeville of Lorain County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of North Ridgeville of Lorain County, Ohio

Attest: _____, Date _____
Contractual Officer

DATE: December 15, 2025
INTRODUCED BY: President Jacobs
REFERRED BY:
1ST READING: December 15, 2025
2ND READING:
3RD READING:
ADOPTED:
EMERGENCY:

RESOLUTION NO. 2025-164

A RESOLUTION HONORING AND EXPRESSING APPRECIATION TO MARTIN DEVRIES FOR HIS DEDICATED SERVICE TO THE CITY OF NORTH RIDGEVILLE AND ITS RESIDENTS.

WHEREAS, Councilman Devries has faithfully served as a member of City Council of City of North Ridgeville from January 1, 2016, to December 31, 2025; and

WHEREAS, during his tenure, Councilman DeVries had the honor of leading City Council as the president of City Council from January 1, 2020, to December 31, 2021; and

WHEREAS, he demonstrated unwavering commitment to the principles of good governance, transparency, and community engagement; and

WHEREAS, he was on the Board of Zoning Appeals from January 26, 2012, to December 28, 2017, where he contributed significantly to the development and implementation of policies and initiatives that have positively impacted the quality of life for the residents of North Ridgeville; and

WHEREAS, he served on the North Ridgeville Charter Review Committee, chaired the Utilities Committee and the Finance Committee, and was a member of the Administrative and Safety Committees; and

WHEREAS, we extend our deepest gratitude for your unwavering dedication and distinguished service to the citizens of North Ridgeville.

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

SECTION 1. This Resolution is entered into the official records of City Council, and a copy is presented to Councilman Martin DeVries as a token of the City’s appreciation.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 Resolution 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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR

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 Resolution 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

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: December 1, 2025 1ST READING: December 1, 2025
INTRODUCED BY: Mayor Corcoran 2ND READING: _____
REFERRED BY: _____ 3RD READING: _____
ADOPTED: _____
EFFECTIVE: _____

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE
CITY OF NORTH RIDGEVILLE, OHIO, TO ENTER
INTO A CONTRACT WITH THE AMERICAN
FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO.**

WHEREAS, the Council and Administration of the City of North Ridgeville, Ohio, have conducted extensive negotiations with the Ohio Council 8 and Local 3442 of the American Federation of State, County and Municipal Employees, AFL-CIO as the bargaining representative for its members and such negotiations have resulted in a tentative agreement between the parties.

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 and directed to enter into an agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, upon the terms and conditions as substantially (allowing for possible non-substantive grammatical corrections or format adjustments) set forth in **Exhibit “A”** attached hereto and made a part hereof as though fully rewritten herein, on behalf of all of the employees in the bargaining unit.

SECTION 2. Said contract shall be effective January 1, 2026, through December 31, 2028.

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:

Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED:

Kevin Corcoran
MAYOR

AN AGREEMENT

between

THE CITY OF NORTH RIDGEVILLE, OHIO

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 3442**

Effective: January 1, 2026

Expires: December 31, 2028

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- (3) Appliance store (major appliances, e.g. T.V., washing machine, and radio sales).
~~(4) Automobile service station~~
 (4) ~~(5)~~ Automobile repair and accessory sales.
 (5) ~~(6)~~ Boat and marine sales.
 (6) ~~(7)~~ Camping trailer sales and service.
 (7) ~~(8)~~ Cemetery (minimum of ten acres); mortuary; crematory.
 (8) ~~(9)~~ Church and professional building.
 (9) ~~(10)~~ Clinic and professional building.
 (10) ~~(11)~~ Drive-in bank.
 (11) ~~(12)~~ Drive-in ice cream and soda sales.
 (12) ~~(13)~~ Drive-in restaurant.
 (13) ~~(14)~~ Drive-in theater.
 (14) ~~(15)~~ Farm, fruit and produce stand (adequate off-street parking shall be provided to take care of all customers).
 (15) ~~(16)~~ Florist shop and retail sales.
 (16) ~~(17)~~ Food locker.
 (17) ~~(18)~~ Funeral home.
 (18) ~~(19)~~ Furniture store.
 (19) ~~(20)~~ Garden and nursery center.
 (20) ~~(21)~~ Gift and novelty shop.
 (21) ~~(22)~~ Greenhouse.
 (22) ~~(23)~~ Grocery and meat market.
 (23) ~~(24)~~ Heating and plumbing materials (sales, yard).
 (24) ~~(25)~~ Heavy equipment sales.
 (25) ~~(26)~~ Laboratory (medical or dental).
 (26) ~~(27)~~ Lumber yard; builders materials and supplies.
 (27) ~~(28)~~ Monument sales.
 (28) ~~(29)~~ Motel and hotel.
 (29) ~~(30)~~ Office building.
 (30) ~~(31)~~ Parking lot (subject to the provisions of Chapter 1284).
 (31) ~~(32)~~ Pet store.
 (32) ~~(33)~~ Customary accessory uses.
 (33) ~~(34)~~ Any permitted use in a B-2 Central Business District.

(b) Conditional Uses. The following uses shall be deemed to be conditional uses in this district.

- (1) Bars and taverns.
 (2) Bowling alleys, provided that the building used for such purposes shall be not less than 100 feet from any residential district.
 (3) Swimming clubs and other commercial recreation and amusements.
 (5) Kennels.
 (6) Car washes, provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.
 (7) Automobile service station, provided that there shall be a separation distance of one (1) mile between automobile service station businesses where the automobile service station is the primary use on the lot. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where an automobile service station is an accessory use.

- (c) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:
- (1) Self-storage facilities.

SECTION 2. That *Section 1270.02 Permitted and Conditional Uses* in the B-4 Commercial Parkway District of the Zoning Code be amended as follows:

1270.02 PERMITTED AND CONDITIONAL USES.

- (a) A building or premises may be used for the following purposes in a B-4 Commercial Parkway District:
- (1) Automotive center (sales and service).
 - (2) Automobile service stations. **Provided that there shall be a separation distance of one (1) mile between automobile service stations businesses where the automobile service stations is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where an automobile service station is an accessory use.**
 - (3) Automobile repairs (minor and major).
 - (4) Clinics and professional office buildings.
 - (5) Convention halls, auditoriums, and assembly halls.
 - (6) Gifts and novelties sale.
 - (7) Hotels.
 - (8) Laboratories (medical and dental).
 - (9) Motels.
 - (10) Night clubs, including the sale of alcoholic beverages.
 - (11) Restaurants, including drive-ins.
 - (12) Cabins and campground rentals.
 - (13) Other similar uses which serve the long-distance motoring public.
- (b) The following uses shall be deemed to be conditional uses in this district.
- (1) Boat and marine sales; construction equipment (sales and service).
 - (2) Camping trailers and mobile homes (sales only).
 - (3) Car washes, provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.
 - (4) Farm implements (sales and service).
 - (5) Heavy equipment sales.
 - (6) Truck service.
 - (7) Truck terminals.
- (c) Single-family residential uses shall be specifically prohibited in the B-4 District, except for the dwellings of resident watchman and hotel and motel operators whose work requires their continual presence on the premises.
- (d) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:
- (1) Self-storage facilities.

SECTION 3. That *Section 1272.04 Permitted and Conditional Uses* in the B-5 Architectural Business District of the Zoning Code be amended as follows:

1272.04 PERMITTED AND CONDITIONAL USES.

(a) A building or premises may be used for the following purposes in a B-5 Architectural Business District:

- (1) Ambulance service.
- (2) Antique store.
- (3) Apparel and accessories store.
- (4) Appliances (household).
- (5) Art gallery.
- (6) Automobile accessory store, sales, and service.
- (7) Bakery.
- (8) Banks (see also loan and finance offices).
- (9) Barber shop.
- (10) Barber and beauty shop supply store.
- (11) Beauty shop.
- (12) Bed and breakfast inns.
- (13) Blueprinting.
- (14) Bicycle shop.
- (15) Book store.
- (16) Business equipment and supply.
- (17) Business or trade school.
- (18) Camera and photographic equipment supply store.
- (19) Child care center.
- (20) Churches and temples.
- (21) Candy, nut, and confectionary store.
- (22) Clinic (dental or medical).
- (23) Dairy bar.
- (24) Dairy products store (bottling operations excluded).
- (25) Dance studio.
- (26) Delicatessen.
- (27) Department store.
- (28) Discount center and store.
- (29) Drug store.
- (30) Dry cleaning (custom and self-service).
- (31) Dry goods store.
- (32) Eating place, grill.
- (33) Egg and poultry store.
- (34) Floor covering.
- (35) Florist; gift shop.
- (36) Funeral home and cemetery.
- (37) Furniture; household furnishings.
- (38) Garden and lawn supplies store.
- (39) Grocery store and meat market (supermarket).
- (40) Hardware and sporting goods.
- (41) Hobby shop.
- (42) Motel.
- (43) Health salon.

- (44) Rest home.
- (45) Jewelry store.
- (46) Laboratory (dental and medical).
- (47) Laundry (custom and self-service).
- (48) Lighting fixture sales.
- (49) Liquor store (sale by package only).
- (50) Libraries.
- (51) Loan and finance offices (see also banks).
- (52) Locksmith.
- (53) Luggage store.
- (54) License bureau.
- (55) Museum.
- (56) Music store; pianos, radio, and television.
- (57) Newspaper publishing sales and service.
- (58) Novelty shop.
- (59) Office (any office in which chattels or goods, wares, or merchandise are not commercially created, exchanged, or sold).
- (60) Office supply store.
- (61) Night club.
- (62) Optician and optometrist shops.
- (63) Paint and wallpaper store; art supplies.
- (64) Parking lot, either publicly or privately owned and operated.
- (65) Post office.
- (66) Plumbing and heating shop and supplies (enclosed storage only).
- (67) Professional services.
- (68) Pressing, altering, and repair of wearing apparel.
- (69) Printing and publishing, including processes related thereto.
- (70) Private clubs and lodges; YMCA; commercial recreation; fraternal societies.
- (71) Public utility offices and salesrooms.
- (72) Repair, rental, and servicing of any product, the sale of which is permitted in this District.
- (73) Restaurant.
- (74) Resale shop; used clothing and furniture.
- (75) Shoe store (sales and repair).
- (76) Sign painting shop.
- (77) Surgical supplies store.
- (78) Surplus store.
- (79) Telephone exchange and office.
- (80) Theater and theatrical studio.
- (81) Toy store.
- (82) Travel agency.
- (83) Variety and notions store.
- (84) Wall and floor coverings store.
- (85) Cemetery.
- (86) Drive-in bank.
- (87) Drive-in ice cream.
- (88) Drive-in restaurant.
- (89) Farm, fruit, and produce stand.
- (90) Gift and novelty shop.
- (91) Office building.

- (92) Pet store, pet cemetery with flat markers only.
- (93) Customary accessory uses.
- (94) Assisted living for the elderly.
- (95) Planned unit development.
- (96) Animal clinic or animal hospital.

- (b) The following uses shall be deemed to be conditional uses in this district.
 - (1) Bowling alleys shall be deleted, except as part of a larger planned unit commercial development (PUD), with buffer strip.
 - (2) Swimming clubs and other commercial recreation and amusements, with buffer strip.
 - ~~(3) Automobile service station, with buffer strip.~~
 - ~~(4) RESERVED~~
- (c) Residences can co-exist at the same location when living quarters are maintained with a minimum of 1,040 square feet.
- (d) Existing structures converted to a business shall be grandfathered with regard to setback, side yard, and rear yard requirements, but must have "Theme Design" on three prominent sides of the building to respect the architectural theme of the District.
- (e) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:
 - (1) Self-storage facilities.

SECTION 4. That, in all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. That 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 6. That 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

No land shall be used or occupied, and no structure shall be designed, erected, altered or used, except for either one or several of the following permitted uses or for one or several of the following conditional uses:

(a) Permitted Uses.

- (1) Ambulance service.
- (2) Antique store.
- (3) Apparel and accessories store.
- (4) Appliances (household).
- (5) Automobile accessory store and auto lube center.
- (6) Automobile, truck and trailer display, hire, sale and repair.
- (7) Bakery.
- (8) Banks (see also loan and finance offices).
- (9) Barber shop.
- (10) Barber and beauty shop supply store.
- (11) Beauty shop.
- (12) Blueprinting.
- (13) Bicycle shop.
- (14) Book store.
- (15) Bowling alley.
- (16) Business equipment and supply.
- (17) Business or trade school.
- (18) Bus station.
- (19) Camera and photographic equipment store.
- (20) Churches and temples.
- (21) Candy, nut and confectionery store.
- (22) Clinic (dental or medical).
- (23) Dairy bar.
- (24) Dairy products store (bottling operations excluded).
- (25) Dance studio.
- (26) Delicatessen.
- (27) Department store.
- (28) Diaper, linen and towel supply service.
- (29) Discount center and store.
- (30) Driving range.
- (31) Drug store.
- (32) Dry cleaning (custom and self-service).
- (33) Dry goods store.
- (34) Eating place; grill; bar; cocktail lounge.
- (35) Egg and poultry store, provided that no slaughtering, eviscerating or dressing of poultry is conducted outside of an enclosed structure.
- (36) Floor covering.
- (37) Florist; gift shop.
- (38) Funeral home; ambulance service.
- (39) Furniture; household furnishings.
- (40) Garden and lawn supplies store.
- (41) Grocery store and meat market (supermarkets).
- (42) Hardware and sporting goods.
- (43) Hobby shop.

- (44) Hotel and motel.
- (45) Health salon.
- (46) Hospital and rest home other than for the insane, for persons with contagious diseases, or for drug or liquor addicts.
- (47) Jewelry store.
- (48) Laboratory (dental and medical).
- (49) Laundry (custom and self-service).
- (50) Lighting fixture sales.
- (51) Liquor store (sale by package only).
- (52) Libraries.
- (53) Loan and finance offices (see also banks).
- (54) Locksmith.
- (55) Luggage store.
- (56) License bureau.
- (57) Museum.
- (58) Music store; pianos, radio and television.
- (59) Newspaper publishing sales and service.
- (60) Newsstand.
- (61) Novelty shop.
- (62) Office (any office in which chattels or goods, wares or merchandise are not commercially created, exchanged or sold).
- (63) Office supply store.
- (64) Night club.
- (65) Optician and optometrist shops.
- (66) Paint and wallpaper store; art supplies.
- (67) Parking lot and/or structure, either publicly or privately owned and operated.
- (68) Post office.
- (69) Plumbing and heating shop and supplies (enclosed storage only).
- (70) Professional services.
- (71) Pressing, altering and repair of wearing apparel.
- (72) Printing and publishing, including processes related thereto.
- (73) Private clubs and lodges; YMCA; commercial recreation; fraternal societies.
- (74) Public utility offices and salesrooms.
- (75) Radio and television broadcasting studios, including transmitter.
- (76) Repair, rental and servicing of any product, the sale of which is permitted in this District.
- (77) Restaurant.
- (78) Resale shop; used clothing and furniture.
- (79) Shoe store (sales and repair).
- (80) Sign painting shop.
- (81) Skating rink.
- (82) Surgical supplies store.
- (83) Surplus store.
- (84) Taxi stand.
- (85) Telephone exchange and office.
- (86) Theater and theatrical studio.
- (87) Tire and battery shop.
- (88) Toy store.
- (89) Travel agency.

- (90) Variety and notions store.
- (91) Wall and floor coverings store.
- (92) Any other retail business or service establishment or use which is determined by the Board of Zoning and Building Appeals to be of the same general character as the above permitted uses. Similar uses as determined in accordance with Chapter 1210.
- (93) The sale as wholesale or warehousing of any commodity, the use or processing of which is permitted in this District.
- (94) Any non-residential use permitted in a B-1 Neighborhood Business District.

(b) Conditional Uses. The following uses shall be deemed to be conditional uses in this district.

(1) ~~Automobile service station and/or~~ Public parking garage, provided that:

- A. Premises used for such purposes shall not have an entrance or exit for motor vehicles within 200 feet from any place of public assembly, including any hospital, sanitarium or institution. Such measurement shall be along the usual line of street travel.
- B. The building used for such purposes shall not be nearer than fifty feet from any residential district.
- ~~C. Any minor automobile repair work, as defined in Section 1240.10(13), shall be done within the principal building on the premises.~~
- DC. No overnight or weekend outside storage of trucks, trailers and/or tractors shall be permitted on the premises, and no partially dismantled, wrecked or junked vehicles shall be stored for more than a total of eight hours outside the buildings on the premises.
- ED. When such use abuts the side and/or rear line of a lot in any residential district, a compact evergreen hedge, solid wall or painted board fence not less than five feet high shall be maintained at the property line.

~~(2) Reserved~~

~~(32)~~ Accessory uses, provided that such uses are clearly incidental and customary to, and commonly associated with, the operation of the permitted use.

~~(43)~~ Crating and packing service.

~~(54)~~ Landing and take-off areas for roto-craft.

(5) Automobile service station, provided that:

- A. There shall be a separation distance of one-half mile between automobile service station businesses where the automobile service station is the primary use on the lot. Separation distances shall be measured by a straight line connecting the closest points between lots.
- B. The separation requirement does not apply where an automobile service station is an accessory use, defined as:
 - i. Fueling facilities that are subordinate and incidental to the principal use of the lot; and
 - ii. Primarily serving vehicles associated with the principal use (e.g., customers or fleet vehicles of a wholesale club, big-box retailer, or similar operation); and
 - iii. Not independently branded, advertised, or operated as a stand-alone gas station open to the general public.

SECTION 12. That *Section 1268.02 Permitted and Conditional Uses* in the B-3 Highway Commercial District of the Zoning Code be amended as follows:

1268.02 PERMITTED AND CONDITIONAL USES.

(a) Permitted Uses. A building or premises may be used for the following purposes in a B-3 Highway Commercial District:

- (1) Animal hospital and clinic.
- (2) Antique shop.
- (3) Appliance store (major appliances, e.g. T.V., washing machine, and radio sales).
- ~~(4) Automobile service station~~
- (4) ~~(5)~~ Automobile repair and accessory sales.
- (5) ~~(6)~~ Boat and marine sales.
- (6) ~~(7)~~ Camping trailer sales and service.
- (7) ~~(8)~~ Cemetery (minimum of ten acres); mortuary; crematory.
- (8) ~~(9)~~ Church and professional building.
- (9) ~~(10)~~ Clinic and professional building.
- (10) ~~(11)~~ Drive-in bank.
- (11) ~~(12)~~ Drive-in ice cream and soda sales.
- (12) ~~(13)~~ Drive-in restaurant.
- (13) ~~(14)~~ Drive-in theater.
- (14) ~~(15)~~ Farm, fruit and produce stand (adequate off-street parking shall be provided to take care of all customers).
- (15) ~~(16)~~ Florist shop and retail sales.
- (16) ~~(17)~~ Food locker.
- (17) ~~(18)~~ Funeral home.
- (18) ~~(19)~~ Furniture store.
- (19) ~~(20)~~ Garden and nursery center.
- (20) ~~(21)~~ Gift and novelty shop.
- (21) ~~(22)~~ Greenhouse.
- (22) ~~(23)~~ Grocery and meat market.
- (23) ~~(24)~~ Heating and plumbing materials (sales, yard).
- (24) ~~(25)~~ Heavy equipment sales.
- (25) ~~(26)~~ Laboratory (medical or dental).
- (26) ~~(27)~~ Lumber yard; builders materials and supplies.
- (27) ~~(28)~~ Monument sales.
- (28) ~~(29)~~ Motel and hotel.
- (29) ~~(30)~~ Office building.
- (30) ~~(31)~~ Parking lot (subject to the provisions of Chapter 1284).
- (31) ~~(32)~~ Pet store.
- (32) ~~(33)~~ Customary accessory uses.
- (33) ~~(34)~~ Any permitted use in a B-2 Central Business District.

(b) Conditional Uses. The following uses shall be deemed to be conditional uses in this district.

- (1) Bars and taverns.
- (2) Bowling alleys, provided that the building used for such purposes shall be not less than 100 feet from any residential district.
- (3) Swimming clubs and other commercial recreation and amusements.
- (5) Kennels.

(6) Car washes, provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.

~~(7) Automobile service station, provided that: there shall be a separation distance of one (1) mile between automobile service station businesses where the automobile service station is the primary use on the lot. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where an automobile service station is an accessory use.~~

~~A. There shall be a separation distance of one-half mile between automobile service station businesses where the automobile service station is the primary use on the lot. Separation distances shall be measured by a straight line connecting the closest points between lots.~~

~~B. The separation requirement does not apply where an automobile service station is an accessory use, defined as:~~

- ~~i. Fueling facilities that are subordinate and incidental to the principal use of the lot; and~~
- ~~ii. Primarily serving vehicles associated with the principal use (e.g., customers or fleet vehicles of a wholesale club, big-box retailer, or similar operation); and~~
- ~~iii. Not independently branded, advertised, or operated as a stand-alone gas station open to the general public.~~

(c) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:

- (1) Self-storage facilities.

~~**SECTION 2.** That *Section 1270.02 Permitted and Conditional Uses* in the B-4 Commercial Parkway District of the Zoning Code be amended as follows:~~

~~1270.02 PERMITTED AND CONDITIONAL USES.~~

~~(a) A building or premises may be used for the following purposes in a B-4 Commercial Parkway District:~~

- ~~(1) Automotive center (sales and service).~~
- ~~(2) Automobile service stations. Provided that there shall be a separation distance of one (1) mile between automobile service station businesses where the automobile service station is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where an automobile service station is an accessory use.~~
- ~~(3) Automobile repairs (minor and major).~~
- ~~(4) Clinics and professional office buildings.~~
- ~~(5) Convention halls, auditoriums, and assembly halls.~~
- ~~(6) Gifts and novelties sale.~~
- ~~(7) Hotels.~~
- ~~(8) Laboratories (medical and dental).~~
- ~~(9) Motels.~~
- ~~(10) Night clubs, including the sale of alcoholic beverages.~~
- ~~(11) Restaurants, including drive-ins.~~
- ~~(12) Cabins and campground rentals.~~

- ~~(13) Other similar uses which serve the long distance motoring public.~~
- ~~(b) The following uses shall be deemed to be conditional uses in this district.~~
- ~~(1) Boat and marine sales; construction equipment (sales and service).~~
 - ~~(2) Camping trailers and mobile homes (sales only).~~
 - ~~(3) Car washes, provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.~~
 - ~~(4) Farm implements (sales and service).~~
 - ~~(5) Heavy equipment sales.~~
 - ~~(6) Truck service.~~
 - ~~(7) Truck terminals.~~
- ~~(c) Single family residential uses shall be specifically prohibited in the B-4 District, except for the dwellings of resident watchman and hotel and motel operators whose work requires their continual presence on the premises.~~
- ~~(d) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:~~
- ~~(1) Self storage facilities.~~

SECTION 3. That *Section 1272.04 Permitted and Conditional Uses* in the B-5 Architectural Business District of the Zoning Code be amended as follows:

1272.04 PERMITTED AND CONDITIONAL USES.

- (a) A building or premises may be used for the following purposes in a B-5 Architectural Business District:
- (1) Ambulance service.
 - (2) Antique store.
 - (3) Apparel and accessories store.
 - (4) Appliances (household).
 - (5) Art gallery.
 - (6) Automobile accessory store, sales, and service.
 - (7) Bakery.
 - (8) Banks (see also loan and finance offices).
 - (9) Barber shop.
 - (10) Barber and beauty shop supply store.
 - (11) Beauty shop.
 - (12) Bed and breakfast inns.
 - (13) Blueprinting.
 - (14) Bicycle shop.
 - (15) Book store.
 - (16) Business equipment and supply.
 - (17) Business or trade school.
 - (18) Camera and photographic equipment supply store.
 - (19) Child care center.
 - (20) Churches and temples.
 - (21) Candy, nut, and confectionary store.

- (22) Clinic (dental or medical).
- (23) Dairy bar.
- (24) Dairy products store (bottling operations excluded).
- (25) Dance studio.
- (26) Delicatessen.
- (27) Department store.
- (28) Discount center and store.
- (29) Drug store.
- (30) Dry cleaning (custom and self-service).
- (31) Dry goods store.
- (32) Eating place, grill.
- (33) Egg and poultry store.
- (34) Floor covering.
- (35) Florist; gift shop.
- (36) Funeral home and cemetery.
- (37) Furniture; household furnishings.
- (38) Garden and lawn supplies store.
- (39) Grocery store and meat market (supermarket).
- (40) Hardware and sporting goods.
- (41) Hobby shop.
- (42) Motel.
- (43) Health salon.
- (44) Rest home.
- (45) Jewelry store.
- (46) Laboratory (dental and medical).
- (47) Laundry (custom and self-service).
- (48) Lighting fixture sales.
- (49) Liquor store (sale by package only).
- (50) Libraries.
- (51) Loan and finance offices (see also banks).
- (52) Locksmith.
- (53) Luggage store.
- (54) License bureau.
- (55) Museum.
- (56) Music store; pianos, radio, and television.
- (57) Newspaper publishing sales and service.
- (58) Novelty shop.
- (59) Office (any office in which chattels or goods, wares, or merchandise are not commercially created, exchanged, or sold).
- (60) Office supply store.
- (61) Night club.
- (62) Optician and optometrist shops.
- (63) Paint and wallpaper store; art supplies.
- (64) Parking lot, either publicly or privately owned and operated.
- (65) Post office.
- (66) Plumbing and heating shop and supplies (enclosed storage only).
- (67) Professional services.
- (68) Pressing, altering, and repair of wearing apparel.
- (69) Printing and publishing, including processes related thereto.

- (70) Private clubs and lodges; YMCA; commercial recreation; fraternal societies.
 - (71) Public utility offices and salesrooms.
 - (72) Repair, rental, and servicing of any product, the sale of which is permitted in this District.
 - (73) Restaurant.
 - (74) Resale shop; used clothing and furniture.
 - (75) Shoe store (sales and repair).
 - (76) Sign painting shop.
 - (77) Surgical supplies store.
 - (78) Surplus store.
 - (79) Telephone exchange and office.
 - (80) Theater and theatrical studio.
 - (81) Toy store.
 - (82) Travel agency.
 - (83) Variety and notions store.
 - (84) Wall and floor coverings store.
 - (85) Cemetery.
 - (86) Drive-in bank.
 - (87) Drive-in ice cream.
 - (88) Drive-in restaurant.
 - (89) Farm, fruit, and produce stand.
 - (90) Gift and novelty shop.
 - (91) Office building.
 - (92) Pet store, pet cemetery with flat markers only.
 - (93) Customary accessory uses.
 - (94) Assisted living for the elderly.
 - (95) Planned unit development.
 - (96) Animal clinic or animal hospital.
- (b) The following uses shall be deemed to be conditional uses in this district.
- (1) Bowling alleys shall be deleted, except as part of a larger planned unit commercial development (PUD), with buffer strip.
 - (2) Swimming clubs and other commercial recreation and amusements, with buffer strip.
 - ~~(3) Automobile service station, with buffer strip.~~
 - ~~(4) RESERVED~~
- (c) Residences can co-exist at the same location when living quarters are maintained with a minimum of 1,040 square feet.
- (d) Existing structures converted to a business shall be grandfathered with regard to setback, side yard, and rear yard requirements, but must have "Theme Design" on three prominent sides of the building to respect the architectural theme of the District.
- (e) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:
- (1) Self-storage facilities.

SECTION 4. Legally established, active nonconforming automobile service stations in the affected districts may be reconstructed on the same lot following demolition, provided that, (1) The station has not been vacant for a period exceeding the loss-of-nonconforming-

status threshold established in Chapter 1294; (2) The reconstructed facility does not increase the number of service stations on the lot; and (3) The facility remains in substantially the same location and use category as the original.

SECTION 45. That, in all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 56. That 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 67. That 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

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)

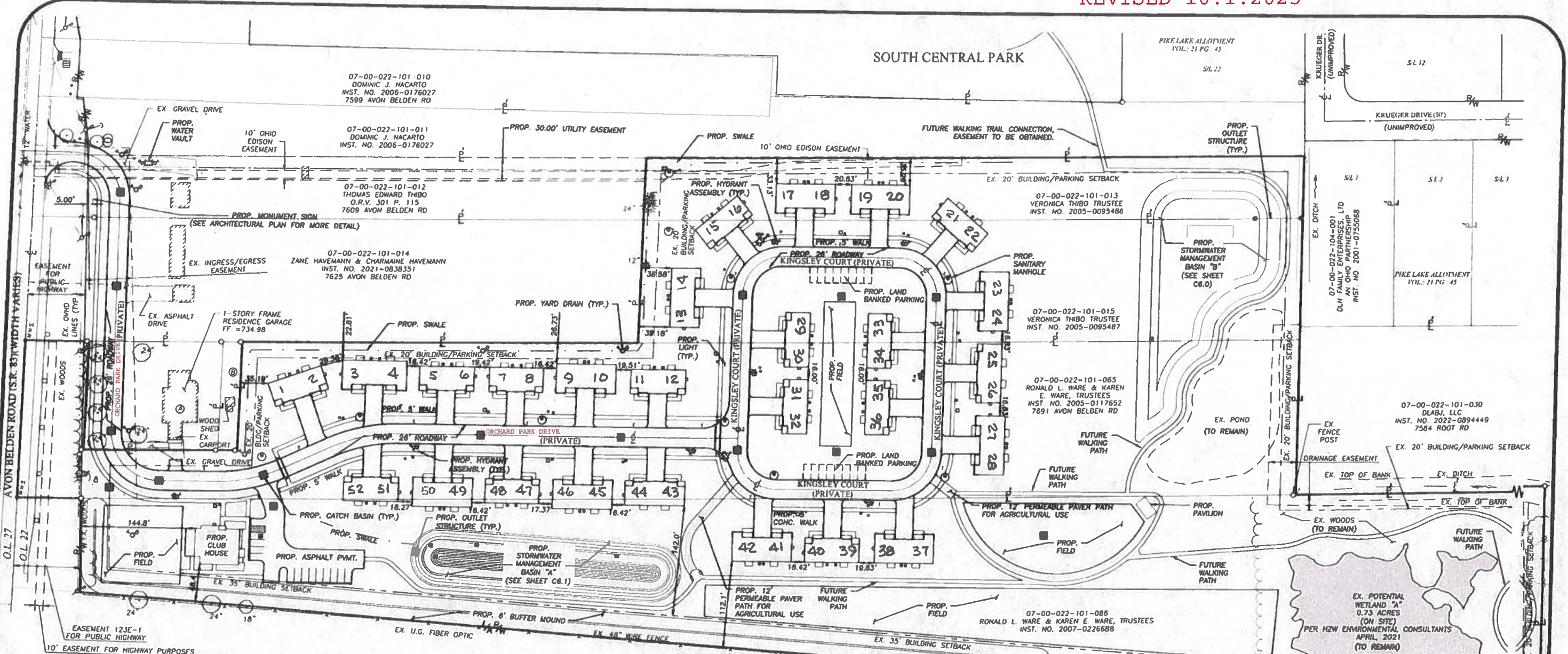
27106 E Oviatt Rd, #40411, Bay Village, OH 44140
Property owner address

216-706-9391 ryan@slk-capital.com
Property owner phone 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. 7613 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	
④	07-00-022-101-048 RICHARD J. STIRZAKER TRUSTEE 7667 AVON BELDEN RD.
⑤	07-00-022-101-064 RICHARD J. STIRZAKER TRUSTEE

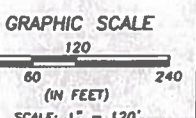
DATE	BY	DESCRIPTION
12-28-2011	APA	ISSUE TO CITY OF NORTH RIDGEVILLE
9-9-2025	APA	REVISED STREET NAME
10-1-2025	APA	REVISED STREET NAME

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

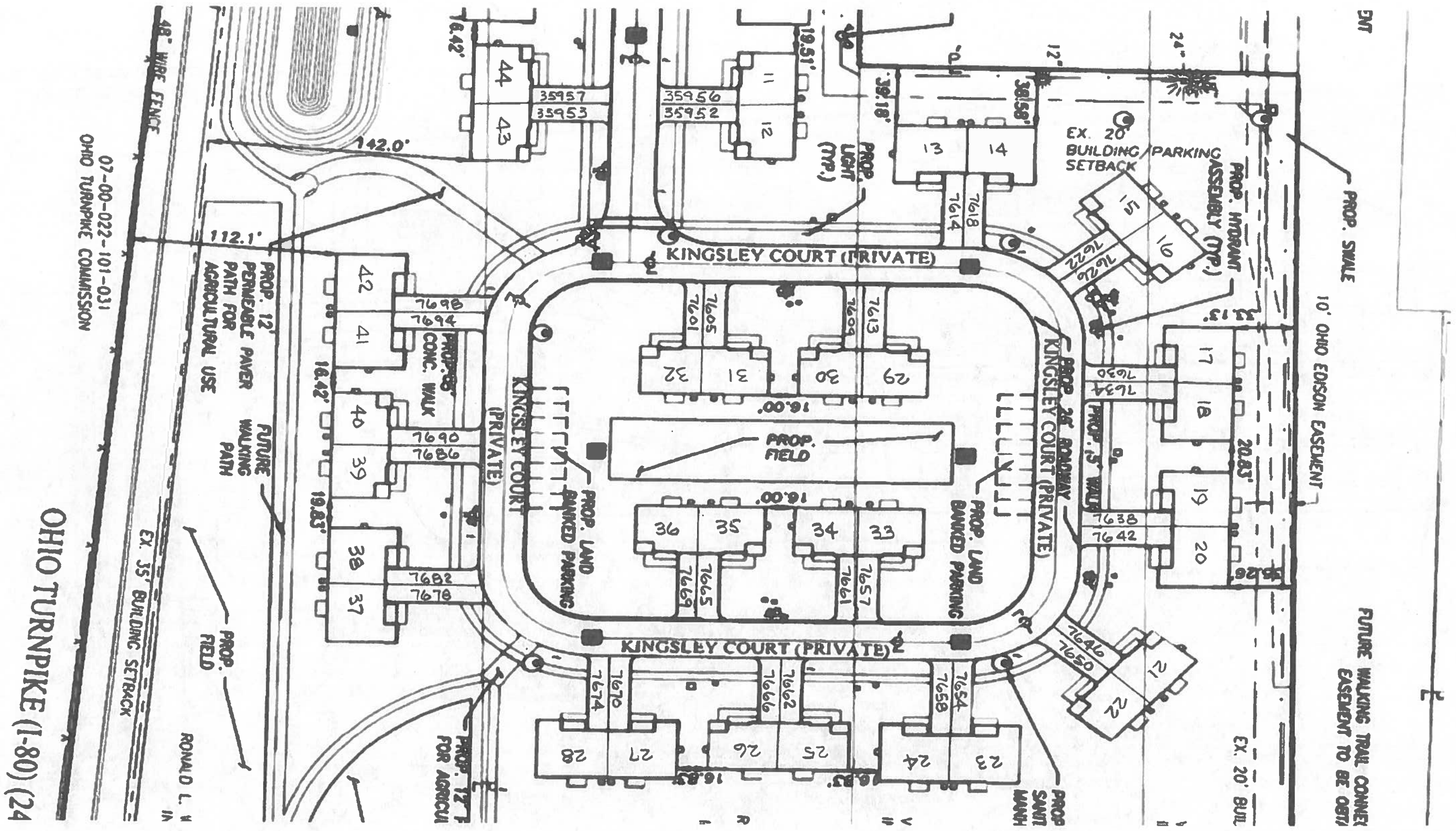
PREPARED FOR:
SLK CAPITAL HOLDINGS, LLC.
2840 HILLIARD BLVD
WESTLAKE, OH 44145

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

SHEET
1 OF 1
JOB NO.
21-5553



2015505 BULK Central Holdings, LLC/DONOR/PROJECT/ADDRESS/DATE/ISSUE/DATE/20, 2023, 10:42am



DNT
 PROP. SWALE
 10' OHIO EDISON EASEMENT
 FUTURE WALKING TRAIL CONNEX EASEMENT TO BE OBST

EX. 20' BUIL

RONALD L. V

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

OHIO TURNPIKE (1-80) (24)



BRAMHALL
ENGINEERING &
SURVEYING COMPANY

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

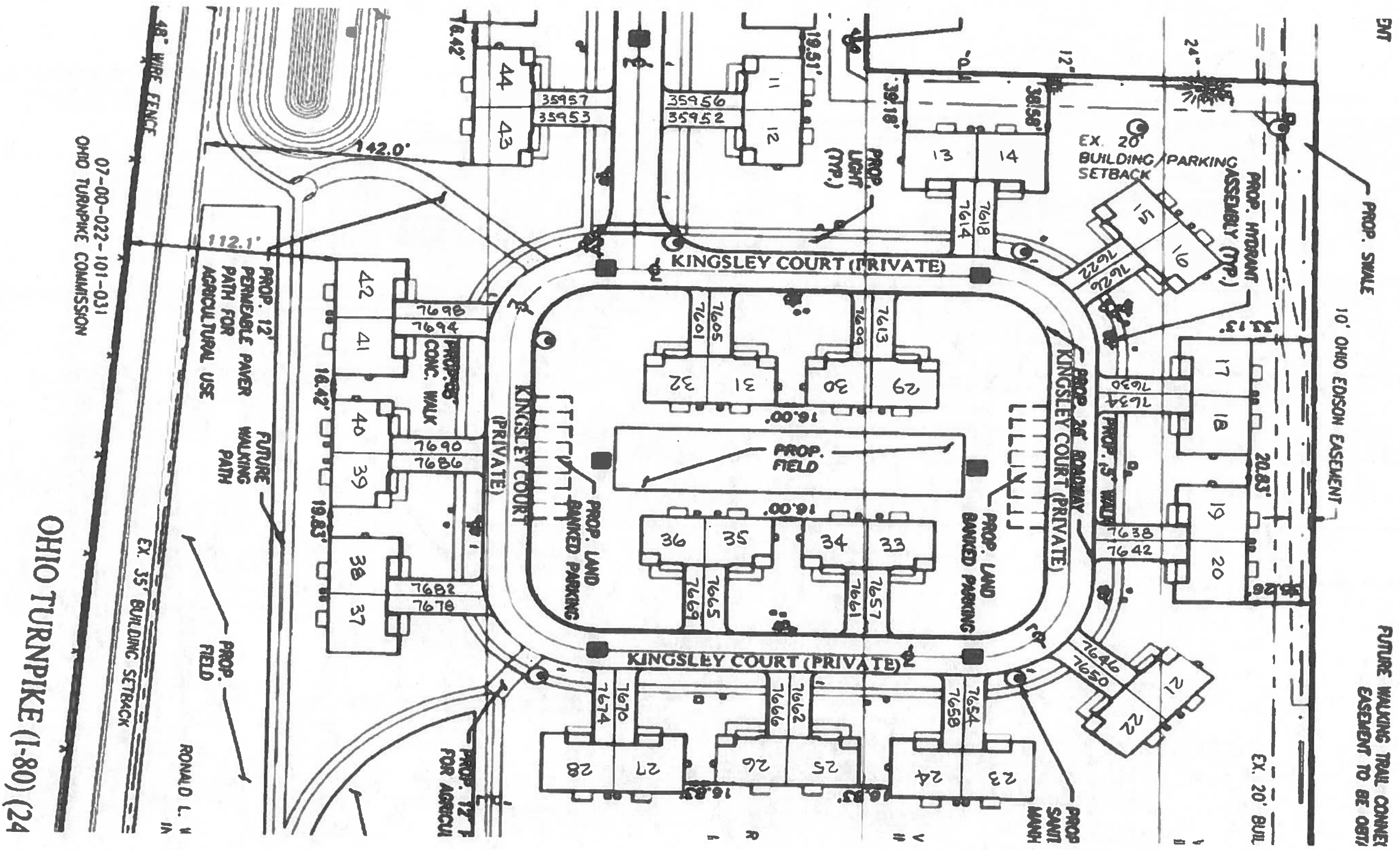
SLK CAPITAL HOLDINGS, LLC
200 PUBLIC SQUARE
Cleveland, OH 44114

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**



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

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

SECTION 1. The provisions of the North Ridgeville Zoning Code permitting cluster subdivisions by right in the R-1 Residence District, as set forth in Chapters 1250, 1280 and 1282, are hereby suspended indefinitely. Effective upon the adoption of this ordinance, no application for a new cluster subdivision in the R-1 Residence District shall be accepted, reviewed or approved as a by-right use.

SECTION 2. Amendments to Chapters 1250, 1280 and 1282 implementing this suspension are set forth in Exhibit A, Exhibit B and Exhibit C, respectively, which are attached hereto and incorporated by reference.

SECTION 3. All previously approved cluster subdivisions shall remain governed by the zoning standards in effect at the time of their approval. Nothing in this ordinance shall render any existing cluster subdivision non-conforming.

SECTION 4. In all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

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 §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: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

CHAPTER 1250. RESIDENCE DISTRICT

1250.01 Intent

It is the intent of the City in the establishment of the R-1 Residence District to provide for areas of low residential density and to stabilize and protect those areas where such low residential densities exist. ~~Cluster subdivisions are permitted in this District for use where it is desired to avoid the expense of large lot development and to preserve natural open spaces and low population density.~~

(Ord. 2748-93, 4-19-93)

1250.02 Permitted and conditional uses

- (a) In an R-1 Residence District, no building or land shall be used or changed in use, and no building shall be located, erected or structurally altered, unless otherwise provided herein, except for one or more of the following uses:
- (1) Farms and agricultural uses.
 - (2) Single-family residences.
 - (3) Schools and other public uses.
 - (4) Churches and other semi-public uses.
 - (5) Customary accessory uses.
- (b) The following uses shall be deemed conditional uses in an R-1 District:
- (1) Two-family residences.
 - (2) Cemeteries, including mausoleums, provided that any new cemetery shall contain an area of not less than ten acres.
 - (3) Golf courses, except miniature courses and practice driving ranges operated for commercial purposes.
 - (4) Customary home occupations.
 - (5) Private clubs and grounds for games and sports, provided that no mechanical amusement is permitted which is normally incidental to a commercial use. Swimming pools and fishing lakes are also conditional uses.
 - (6) Institutions.
 - (7) Senior Citizen Planned Residential Developments.
 - A. Project Development Requirements for Senior Citizen Planned Residential Developments. No application for a Senior Citizen Planned Residential Development as an R-1 Conditional use which includes plans for the development of a project that does not strictly comply with the following requirements shall be approved:
 - i. Intent of Development.
 1. The Development will occur in a unified manner and in a way that is compatible with the surrounding land uses and harmonious with abutting single family neighborhoods;
 2. Provides for a substantially maintenance free residential environment designed to ensure that aesthetically pleasing environments are created;

3. Is designed for, reserved for, maintained as and marketed as a residential community for persons who are at least 55 years of age in compliance with the Housing for Older Persons Act of 1955;
 4. The Developer has presented a plan which adequately ensures that all phases of development are and shall remain consistent with the requirements and conditions of all ordinances pertaining to Senior Citizen Planned Residential Developments.
- ii. Development Design Criteria.
1. Required Amenities. Each Senior Citizen Planned Residential Development shall provide a clubhouse or other community building that includes meeting/assembly space for use by residents of the development.
 2. Private Streets and Shared Drives. A Senior Citizen Planned Residential Development may include private streets and shared drives, provided that:
 - (a) Construction methods, standards and materials for private streets and shared drives meet accepted engineering practices and are approved by the City Engineer.
 - (b) The location, design and construction of all utilities on private or common land are approved by the City Engineer.
 - (c) The preservation and maintenance of all private streets and shared drives and utilities on private land is assured according to the requirements set forth in Subsection (b)(7)A.ii.3.(b) below.
 3. Common Areas. Common areas, including the clubhouse, private streets, and landscaping shall be maintained and controlled according to the following:
 - (a) A homeowners association shall be created so that such association is responsible for the maintenance and control of common areas, including the clubhouse, private streets, shared drives, landscaping and snow removal.
 - (b) The Law Director shall determine that, based on documents which shall be submitted with the development plan, the association's bylaws or code of regulations ensure that the Association be responsible for maintenance, control, and insurance of all common areas, including clubhouse, private streets, shared drives, landscaping.
 - (c) Required Utilities. Each use and all dwelling units in a Senior Citizen Planned Residential Development shall be served by central water, sanitary sewer facilities and underground utilities.
- iii. Physical Project Development Requirements.
1. Minimum Project Area. The gross area of a tract of land proposed to be developed as a Senior Citizen Planned Residential Development (SCRD) shall not be less than 15 acres nor greater than 50 acres. The project area of a SCR D shall be in one ownership, or if in several ownerships, the application shall be filed jointly by all owners of the properties included in the proposed SCR D boundaries.
 2. Access. A Senior Citizen Planned Residential Development shall have direct access onto a major roadway (which is a major, primary or secondary arterial) and shall avoid access on local residential streets.

3. Maximum Project Area Coverage. Impervious surfaces, including areas devoted to buildings and pavement within a Senior Citizen Planned Residential Development shall not occupy more than 50% of the project area.
4. Maximum Density. For independent dwelling units, the density shall not exceed four units per acre, subject to the approval of Planning Commission pursuant to subsection (b)(7)C. below.
5. Building Arrangements and Setbacks. In order to ensure that a Senior Citizen Planned Residential Development is compatible with the existing residential environment of North Ridgeville, such development shall comply with the following:
 - (a) Dwelling units may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwelling units so as to provide privacy and to form a unified composition of buildings and space, provided all buildings are located on the development site in compliance with the building setbacks set forth below.
 - (b) Schedule of Minimum Setbacks:

Schedule of Min. Setbacks	Building	Parking
Setback from existing public street right-of-way	35 ft.	Not permitted in front of building
Setback from proposed internal street	25 ft.*	Parking permitted
Setback from project boundary, other than a public street:		
- Abutting a lot in Nonresidential District	20 ft.	10 ft.
- Abutting a lot in a Residential District	20 ft.	20 ft.

*Measured from the right of way of a public street and from the edge of the pavement for a private street.

6. Required Perimeter Buffer. Whenever an SCR D abuts another lot in a Residential District, a buffer area with a minimum width of 20 feet shall be located adjacent to the project boundary line, within the required setback from the project boundary specified in the Schedule of Minimum Setbacks above.
 - (a) Such buffer may be located in a common area or on individual lots.
 - (b) The buffer area shall include landscaping and/or screening to a minimum height of six feet by use of hedges, planting, fence or other screening as may be determined by the Planning Commission.
7. Minimum Unit Sizes. The minimum floor area for independent dwelling units shall be as follows:
 - (a) Each one-bedroom unit shall include a minimum of 1,000 square feet.
 - (b) Each two-bedroom unit shall include a minimum of 1,000 square feet.
 - (c) Each three-bedroom unit shall include a minimum of 1,200 square feet.
8. Parking. The following off-street parking regulations shall be required:

- (a) Independent dwelling units shall provide off-street parking spaces at the rate of two spaces per dwelling unit. All required spaces shall be enclosed. In addition, one guest parking space shall be provided for every five dwelling units.
 - (b) The community recreation facilities shall provide one off-street parking space per each 200 square feet of floor area.
 - B. Permitted Buildings and Uses. No application for a Senior Citizen Planned Residential Development as an R-1 Conditional use which includes plans for the erection, existence or maintenance of buildings, or for uses other than the following, shall be approved:
 - i. Main Buildings and Uses.
 - 1. Independent dwelling units, which may include single-family units and attached two-family units.
 - 2. Common open space.
 - 3. Club House.
 - (a) The construction of the clubhouse facility must be commenced prior to the point at which the total Senior Citizen Planned Residential Development is 50% complete.
 - (b) Accessory Uses.
 - (a) Private garages and parking areas;
 - (b) Signs;
 - (c) Supporting recreational uses/facilities such as but not limited to: Tennis courts, picnic areas, gazebos, garden plots, and parking for recreational vehicles.
 - C. Density in Senior Citizen Planned Residential Developments. Where Senior Citizen Planned Residential Development is approved as a conditional use in an R-1 residential district, the density requirement may be modified by the Planning Commission to a density no greater than 4.0 families per acre for that conditional use only after a regular public meeting of the Planning Commission and upon consideration of the following factors:
 - i. The degree of benefit/detriment the development could bring to the community and/or the City; and
 - ii. How well the project fits or does not fit into the existing site and community, and
 - iii. The size of the proposed density change; and
 - iv. Any other traffic or safety issues presented by the proposed development; and
 - v. All project development requirements and permitted building uses contained in ordinances regulating Senior Citizen Planned Residential Developments.
 - D. Planning Commission Review. No application for approval of a Senior Citizen Planned Residential Development which includes plans for the development of a project that do not strictly comply with the provisions of this section shall be approved by the Planning Commission.
- (Ord. 2748-93, 4-19-93; Ord. 2855-94, 4-4-94; Ord. 4090-2004, 12-20-04; Ord. 5983-2022, 8-1-22)

1250.03 Building height

No building or structure in an R-1 Residence District shall exceed thirty-five feet in height, except as otherwise provided in this Zoning Code.

(Ord. 2748-93, 4-19-93)

1250.04 Lot and yard requirements

(a) Required Lot Area, Depth and Width. In an R-1 Residence District, lot area, depth and width shall be as follows:

- (1) Each single-family dwelling or other building permitted as provided in this chapter shall be located on a lot having an area of not less than 21,150 square feet, a width of not less than ninety feet and a depth of not less than 200 feet, unless otherwise permitted by this Zoning Code. Notwithstanding the foregoing lot width requirement for each single-family dwelling or other permitted building, all corner lots in residential areas for single-family or other permitted buildings shall have a minimum width of not less than 110 feet.
- (2) Each single-family dwelling or other building permitted as provided in this chapter that is furnished with Municipal water and sewer services or a comparable improved system of water and sewer utilities, shall be located on a lot having an area of not less than 16,200 square feet, a width of not less than ninety feet and a depth of not less than 150 feet, unless otherwise permitted in this Zoning Code. Notwithstanding the foregoing lot width requirement for each single-family dwelling or other permitted building, all corner lots in residential areas for single-family or other permitted buildings shall have a minimum width of not less than 110 feet.

Notwithstanding anything set forth in paragraph (a)(1) or (2) hereof to the contrary, the provisions relating to the minimum width of corner lots shall not apply to any single-family dwelling or other permitted structure in residential areas which has been constructed or approved for construction prior to the effective date of Ordinance 3414-99, passed March 1, 1999.

- (3) Each two-family dwelling permitted as provided in this chapter shall be located on a lot having an area of not less than 29,375 square feet, a width of not less than 125 feet and a depth of not less than 200 feet, unless otherwise permitted by this Zoning Code.
 - (4) Each two-family dwelling permitted as provided in this chapter that is furnished with Municipal water and sewer services or a comparable improved system of water and sewer utilities, shall be located on a lot having an area of not less than 22,500 square feet, a width of not less than 125 feet and a depth of not less than 150 feet, unless otherwise permitted in this Zoning Code.
- (b) Required Yards. Yards of the following minimum depths or widths shall be provided for all lots in an R-1 District, unless otherwise permitted by this Zoning Code:
- (1) Front Yards. The depth of the front yard shall be not less than fifty feet.
 - (2) Rear Yards. The depth of the rear yard shall be not less than fifty feet.
 - (3) Side Yards. Each lot or parcel of land shall be provided with two side yards as follows:
 - A. The sum of the side yards for a single-family residence shall be not less than twenty feet, and neither side yard shall be less than ten feet.
 - B. The sum of the side yards for a two-family dwelling shall be not less than forty feet, and neither side yard shall be less than twenty feet.
 - (4) Frontage. No dwelling shall be erected on a lot having frontage of less than sixty feet at the right-of-way line, unless such lot was designated on a recorded plat or separately owned on the effective date of this Zoning Code (Ordinance 335-66, passed July 5, 1966) and cannot be practically enlarged to

comply with this requirement. Further, said lot shall not diminish to less than sixty feet from the right-of-way line to the building.

((Ord. 2748-93, 4-19-93; Ord. 2854-94, 4-4-94; Ord. 3414-99, 3-1-99)

1250.05 Signs

Provisions relating to signs in an R-1 Residence District shall be as provided in Chapter 1286.

(Ord. 2748-93, 4-19-93)

1250.06 Off-street parking and loading

Provisions relating to off-street parking and loading in an R-1 Residence District shall be as provided in Chapter 1285.

(Ord. 2748-93, 4-19-93)

1250.07 Density

The gross residential density in an R-1 Residence District shall be 2.3 families per acre.

(Ord. 2748-93, 4-19-93)

CHAPTER 1280. CLUSTER SUBDIVISIONS

1280.01 Intent Applicability

~~In permitting cluster subdivisions, it is the intent of the City to make reasonable provisions through which, during the subdivision of land, natural elements of the landscape and population density within districts may be maintained, development costs may be lessened and physical living conditions within the City improved. The provisions of this chapter are set forth to provide extra amenities for the City and not as an automatic reduction of lot size requirements.~~

~~(Ord. 335-66, 7-5-66)~~

As of the effective date of Ordinance 2025-XX, no new cluster subdivision may be submitted or approved under this chapter. Requirements remain for historical reference only.

1280.02 Requirements

A cluster subdivision may be permitted in R-1 and R-2 Districts if the following conditions are met:

- (a) The development contains a minimum of twenty dwelling units.
- (b) The gross residential density (families per acre) is no greater than if the tract were developed with minimum lot sizes as specified in this Zoning Code for the appropriate type of residential use within the district. To compute the gross residential density of a given subdivision, the total number of buildable acres is divided into the total number of dwelling units proposed, the answer being in dwelling units or families per acre. Unbuildable area, such as lakes, ponds, streams, swamps, hazardous topography or soils and land that are not available to the owner for development because of easements, shall not be considered as part of the gross acreage in computing the maximum number of dwelling units that may be created under this procedure, unless otherwise determined by the Planning Commission and Council.
- (c) The location, shape, size, intended use and legal responsibility for the tenure and maintenance of common land is approved by the Planning Commission and Council and meets the following requirement: The common land is publicly dedicated to the City or a property ownership corporation, or is reserved by deed for use in common by the residents of the subdivision, each property owner receiving an undivided proportionate share in such common land.
- (d) Reductions in lot width, area and yard requirements are approved by the Planning Commission and Council and do not exceed fifteen percent of the district requirements. For purposes of this subsection, the reduction is not a variance as defined in Section 1294.01(g)(1).
- (e) The proposed development is designed to produce an environment of stable and desirable character and is approved by the Planning Commission and Council.

(Ord. 335-66, 7-5-66; Ord. 2216-87, 11-2-87)

1280.03 Approval procedure

- (a) A person, firm or corporation desiring to create a cluster subdivision shall apply to the Administrative Officer for a building permit and a certificate of occupancy for such subdivision. The application shall be accompanied by a map or plat of the proposed cluster subdivision showing:

- (1) The dimensions and location of all existing and proposed buildings, driveways, off-street parking areas, topography, abutting streets, highways and other features within 200 feet of the property lines of the parcel.
 - (2) Architectural plans for all proposed buildings, walls and fences.
 - (3) Plans or reports showing the proposed collection, treatment and disposal of sewage produced on the area of the cluster subdivision.
 - (4) Additional data which may be required by the Planning Commission and Council to judge the subdivision and its effect upon the surrounding area and the City.
- (b) The Administrative Officer shall convey such plans and reports presented by the applicant to the Planning Commission, which shall make a study thereof and present its findings thereon to Council.
- (c) Upon the receipt of the findings of the Planning Commission, Council shall study the same and, if concurring therewith, shall direct the Administrative Officer to issue the building permit and the certificate of occupancy to the applicant. Such certificate of occupancy may contain conditions attached thereto by Council as it deems necessary in the best interest of the City and such certificate shall be revoked if such conditions are not followed.
- (d) Dedication of Land for Public Use; Easements; Acceptance of Streets and Utilities. If the final plat indicates land for public use, the Planning Commission's approval of the plat and Council's formal approval of Planning Commission's action shall constitute the acceptance of any land dedicated for public use and acceptance of any easement. Following approval, the City shall sign the plat for recording with the County. The acceptance of any street, improvement or utility for public use and maintenance by the municipality shall be by separate action of Council.

(Ord. 335-66, 7-5-66; Ord. 5495-2017, 11-20-17)

CHAPTER 1282. SINGLE-FAMILY DETACHED AND CLUSTER DEVELOPMENT

1282.01 ~~Intent~~ Applicability

~~In order to encourage greater attractiveness, flexibility and utilization of space to obtain a more desirable environment than may be possible through the strict application of minimum requirements of the conventional single-family district, contiguous one-family dwellings may be clustered in accordance with the regulations of this Zoning Code to permit the flexible spacing of lots and buildings in order to encourage:~~

- ~~(a) The creation of functional and interesting residential areas;~~
- ~~(b) The provision of readily accessible recreation areas and open spaces;~~
- ~~(c) The conservation of the natural amenities of the landscape; and~~
- ~~(d) The separation of pedestrian and vehicular circulation.~~

~~(Ord. 2886-94, 7-18-94)~~

As of the effective date of Ordinance 2025-XX, no new single-family detached and cluster development may be submitted or approved under this chapter. Requirements remain for historical reference only.

1282.02 Definitions

As used in this chapter:

- (a) "Cluster area", "cluster use", "cluster dwelling" and "cluster portion of the development area" mean that part of the development area designed and intended for the construction of single-family dwelling units in a unified and harmonious arrangement as reflected on a plan indicating all dwelling units within a specific portion of the development area.
- (b) "Detached single-family unit", "detached single-family dwelling" and "detached single-family portion of the development area" mean that part of the development area designed and intended for the construction of single-family dwelling units to be located upon separate individual lots.

(Ord. 2873-94, 6-6-94)

1282.03 Application; scope

The provisions of this chapter shall apply whenever an owner or developer elects to submit plans in accordance with the provisions of this chapter and whenever the Planning Commission finds and determines that the application of the planning standards and regulations of this chapter are required in order to:

- (a) Preserve or protect natural features or environmental conditions of a land area proposed to be developed;
- (b) Meet the open space or recreational needs of future residents of a land area proposed to be developed;
- (c) Provide for the safety of those utilizing pedestrian and vehicular circulation routes in and near a land area proposed to be developed through the separation of pedestrian circulation from vehicular circulation routes which, for any reason, present an above-average risk to pedestrian traffic; or
- (d) Assure an arrangement or placement of improvements and/or dwelling units on the land area proposed to be developed which will be functional and serviceable in all respects.

Further, this chapter shall apply when the Planning Commission finds and determines that the application of the planning standards and regulations of this chapter will not significantly affect the use

of the land area proposed to be developed when considered as a whole for the purposes and to the extent permitted under this Zoning Code.

(Ord. 2873-94, 6-6-94)

1282.04 Preliminary development plan required; contents

An owner or developer shall submit to the Planning Commission a preliminary plan of a single-family detached and cluster development thereof as specified in Section 1224.02(a) with written application to the Commission.

The preliminary plan shall include:

- (a) Topography, at two-foot contour intervals, of the proposed development area, including property lines, easements, street rights of way and structures, trees and landscape features existing thereon, together with a certificate, by a registered engineer or surveyor, of the gross area of the development in acres and square feet;
- (b) The proposed vehicular and pedestrian traffic patterns, including the proposed location of public and private streets and the location of off-street parking and service areas;
- (c) The proposed assignment of use, including detached single-family lots and single-family cluster areas, and subdivisions of all land, including private land and common land, with a certificate by a registered engineer or surveyor of the gross area of each use of the development area in acres and square feet;
- (d) The proposed forms of covenants running with the land, deed restrictions (including those with respect to the use of the common land), restrictions or easements proposed to be recorded; covenants proposed for maintenance; and homeowners' association bylaws; and
- (e) Such other relevant information as the Commission may require.

(Ord. 2873-94, 6-6-94; Ord. 5389-2016, 7-18-16)

1282.05 Referral of preliminary development plan for review and report

The Planning Commission shall transmit a copy of the preliminary plan to the City Engineer for review, report and recommendation.

A copy of all covenants, restrictions and easements to be recorded, covenants for maintenance of common areas, and homeowners' bylaws, shall be submitted to the Law Director for his or her review and recommendation.

(Ord. 2873-94, 6-6-94)

1282.06 Action by planning commission on preliminary development plan

The Planning Commission shall evaluate the preliminary plan and reports provided for in this chapter and shall make a finding that the preliminary plan complies with the regulations, standards and criteria prescribed by this Zoning Code for a single-family detached and cluster development, or a finding of any failure of such compliance, and shall act to approve, disapprove or modify such preliminary plan.

(Ord. 2873-94, 6-6-94)

1282.07 Final subdivision plan; contents

The developer of any parcel of land for which a preliminary plan has been approved by the Planning Commission may prepare and submit a final subdivision plan of the single-family detached and cluster development. The final subdivision plan shall contain and be accompanied by the following:

- (a) A written application for approval upon compliance with the formal provisions of this chapter, the application form to be provided by the Commission.

- (b) A plat of the development area showing the street right of way, subdivided and common land, areas reserved for single-family cluster use, and easements, in accordance with the requirements of the Subdivision Regulations, which shall be in form for recording;
- (c) Detailed plans and specifications for all streets, sidewalks, storm and sanitary sewers, water mains, street illumination, grading and other site features of the development area, or that portion of the development area to be developed and designed in accordance with the Subdivision Regulations and other applicable laws and regulations;
- (d) A detailed landscape plan showing all existing site features to remain, recreation facilities and the landscape treatment of all common open space areas within the development area; and
- (e) The final form of covenants running with the land, deed restrictions (including the use of common land), covenants, restrictions or easements to be recorded, declaration of covenants, restrictions and bylaws of a homeowners' association and its incorporation, declaration of condominium ownership and other covenants, if any, for maintenance.

(Ord. 2873-94, 6-6-94)

1282.08 Action by planning commission on final subdivision plan

- (a) If the Planning Commission finds that the final subdivision plan of the single-family detached and cluster development is in substantial compliance with and represents a detailed expansion of the approved preliminary plan, that it complies with all of the conditions which may have been imposed in the approval of such preliminary plan, that all agreements, contracts, deed restrictions, dedications, declarations of ownership and other required documents are in acceptable form and have been executed, that all fees have been provided and all payments made, and that the applicable provisions of the Subdivision Regulations have been complied with and certified by the City Engineer, the Commission shall then approve such final subdivision plan of single-family detached and cluster development.
- (b) Following approval of the final subdivision plan by the Commission, if the final plat indicates land for public use, the plat shall be submitted to Council for acceptance of any public land and of any easement before it is recorded. The acceptance of any street or utility for public use and maintenance shall be by separate action of Council.
- (c) Dedication of Land for Public Use; Easements; Acceptance of Streets and Utilities. If the final plat indicates land for public use, the Planning Commission's approval of the plat and Council's formal approval of Planning Commission's action shall constitute the acceptance of any land dedicated for public use and acceptance of any easement. Following approval, the City shall sign the plat for recording with the County. The acceptance of any street, improvement or utility for public use and maintenance by the municipality shall be by separate action of Council.

(Ord. 2873-94, 6-6-94; Ord. 5495-2017, 11-20-17)

1282.09 Cluster area design and approval

The developer of any parcel of land previously approved for cluster single-family use in a single-family detached and cluster development shall prepare a detailed site plan of the cluster area proposed for development.

The site plan of each cluster single-family area shall include the following:

- (a) The number, location, arrangement and architectural design of all dwelling units;
- (b) The proposed use of all private and common land;
- (c) The location and arrangement of all dedicated and private vehicular and pedestrian accessways;
- (d) The number and arrangement of all open parking and service areas;

- (e) The location of all utilities; and
- (f) The landscape treatment of the cluster area.

The cluster site plan shall be transmitted to the City Engineer for review, report and recommendation.

A copy of all covenants, restrictions and easements to be recorded, covenants for the maintenance of common areas, and homeowners' association bylaws, shall be submitted to the Law Director for his or her approval.

The Commission shall evaluate the reports of the City Engineer and the Law Director and shall act to approve, disapprove or modify the cluster area site plan.

(Ord. 2873-94, 6-6-94)

1282.10 Permitted buildings and uses

Buildings and land shall be used, and buildings shall be erected, altered, moved and maintained, in a single-family detached and cluster development only in accordance with the following:

- (a) Main Buildings and Uses.
 - (1) One-family dwellings; and
 - (2) Common open spaces, recreation areas and public facilities.
- (b) Accessory Buildings and Uses. Gardens, fences, walls, pools and other recreation facilities on private and common land.

(Ord. 2873-94, 6-6-94)

1282.11 Land planning criteria

The following planning criteria are established to guide and control the planning, development and use of land in a single-family detached and cluster development:

- (a) Area and Density Regulations.
 - (1) Minimum Development Area. The minimum area to qualify for single-family detached and cluster development shall be twenty-five contiguous acres. The Planning Commission may, however, allow areas of less than twenty-five acres if it finds and determines that the single-family detached and cluster development as proposed can adequately meet the intent of this chapter.
 - (2) Development Area Density. The residential density of the entire development area shall not exceed 2.3 dwelling units per acre.
 - (3) Required Open Space. In any single-family detached and cluster development, the total public or common open space area shall be not less than twenty percent of the gross acreage of the entire development area.
- (b) Building Arrangement and Dwelling Unit Size. The design criteria set forth in this section are intended to provide considerable latitude and freedom to encourage variety in the arrangement of the bulk and shape of buildings, open space and landscape features. The dwellings may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwelling so as to provide privacy and to form a unified composition of buildings and space. Although latitude in design is provided and encouraged, the following design conditions shall be met:
 - (1) Distribution of Cluster Single-Family Dwellings. Not more than thirty-five percent of the total allowable dwelling units within any single-family detached and cluster development may be allocated to cluster areas.

- (2) Cluster Area Building Spacing. Dwelling units in an approved cluster area shall be set back not less than fifteen feet from any common open space area and thirty-five feet from a detached single-family side and rear property line. The Commission may, however, allow lesser distances if it determines that the intent of this chapter will be adequately met.
- (c) Yard and Height Regulations.
- (1) Lot Area. The minimum lot area for each dwelling unit in the detached single-family portion of the development area shall be 12,800 square feet.
 - (2) Lot Width. Dwelling units in the detached single-family portion of the development area shall vary between eighty and 100 feet, provided that an average width of eighty-five feet is achieved and maintained throughout the development area. In the detached single-family portion of the development area, corner lots shall have a minimum lot width of not less than ninety-five, feet measured at the front building setback line.
 - (3) Front Yard Depth. The front yard depth for each dwelling unit in the detached single-family portion of the development area shall be varied from thirty feet to forty feet, with an average minimum setback of thirty-five feet maintained throughout the detached single-family portion of the development area. The front yard depth for each dwelling unit within any cluster single-family portion of the development area shall be no less than twenty-two feet, measured from the nearest edge of the street or the sidewalk pavement.
 - (4) Side Yard and Building Spacing. In the detached single-family portion of the development area, side-yard width and the separation between adjacent dwellings shall be as follows:
 - A. Each dwelling shall have a minimum side-yard depth of not less than five feet: and
 - B. The minimum separation between adjacent dwellings shall be no less than fifteen feet.
 - (5) Rear Yard. The rear yard depth for dwellings in the detached single-family portion of the development area shall not be less than thirty feet.
 - (6) Building Height. The height of any single-family dwelling shall not exceed thirty-five feet.
- (d) Access and Vehicular Circulation. Each cluster area of single-family dwelling units shall be served by a dedicated street. However, individual dwelling units within such cluster area need not abut the same, provided that:
- (1) Each dwelling unit is accessible, by means of a private drive, to service and emergency vehicles in a manner acceptable to the City Engineer.
 - (2) Construction methods, standards and materials for private drives meet accepted engineering practice and are approved by the City Engineer.
 - (3) The location, design and construction of all utilities on private or common land is approved by the City Engineer.
 - (4) The preservation and maintenance of all private drives and utilities on private land is assured by firm commitment of the abutting owners through documents recorded in the office of the County Recorder or in such other form as is approved by the Director of Law. Each dwelling unit in the detached single-family portion of the development area shall abut upon a dedicated street.
- (e) Parking. Two enclosed parking spaces shall be provided for each dwelling unit in a single-family detached and cluster development outside the street right of way or private drive. Additional off-street parking areas may be required by the Commission if it determines that such additional parking is necessary to adequately serve the needs of the cluster area.

(Ord. 2873-94, 6-6-94; Ord. 3664-01, 3-19-01; Ord. 3672-01, 4-2-01; Ord. 3898-03, 5-5-03)

1282.12 Cluster area improvements

- (a) The developer of a cluster area shall submit to the City Engineer for his or her approval, the detailed design of all improvements of a cluster area, including the pavement, storm sewers, sanitary sewers, water mains, sidewalks, gas lines, electric lines and telephone lines. This submission shall conform to the requirements of the City Engineer and Council for plans and specifications with respect to the construction and material standards for all pavement and utility installations within the City.
- (b) Utility improvements in a cluster area, if approved by the Planning Commission and the City Engineer, need not be installed in a dedicated right of way. In all instances where such improvements are not installed in a dedicated right of way, and the operation and maintenance of such utilities are to be performed by the City or other public utility, the owner shall grant permanent easements to the City and/or other public utility, in a form satisfactory to the Law Director and the City Engineer, providing for access to the utilities by the City and/or other utility companies.
- (c) All streets in the single-family detached portion of the development must be offered for dedication to the City. The Planning Commission may, however, permit rights of way and pavement dimensions of less than the minimum requirements set forth in the City's Subdivision Regulations, if approved by the City Engineer and Council. The procedures and requirements for the dedication of streets in a single-family detached and cluster development shall meet all other standards set forth in the Subdivision Regulations.

(Ord. 2873-94, 6-6-94)

1282.13 Permitted signs

Provisions relating to signs in a single-family detached cluster development shall be as provided in Chapter 1286.

(Ord. 2873-94, 6-6-94.)

1282.14 Temporary structures as conditional uses

Temporary structures shall be deemed a conditional use in a single-family detached and cluster development and shall be permitted if such structures are deemed necessary for construction operations of the dwellings of the area, provided that:

- (a) Such structures shall be limited to offices, yards and buildings for the storage of lumber, equipment and other building material, and to workshops for prefabricating building components.
- (b) The operations and activities carried on within such structures shall not adversely affect the use of nearby dwellings by reason of noise, smoke, dust, odor, fumes, vibration, electrical disturbance or glare to a greater extent than normal in the district that is being developed.
- (c) The hours of operation shall be 7:00 a.m. to 6:00 p.m., and the concentration of vehicles attracted to the premises in connection with such use shall not be more hazardous than normal traffic in the district being developed.
- (d) All temporary structures, when constructed, shall be located at least 100 feet from the nearest occupied residential dwelling.
- (e) All structures and yard storage areas are to be enclosed by a fence.
- (f) A conditional use permit for such temporary structures has been applied for and approved.

(Ord. 2873-94, 6-6-94; Ord. 3903-03, 5-5-03; Ord. 5983-2022, 8-1-22)

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 §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: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

EXHIBIT A

Removed Parcels

The Removed Parcels are identified in the table below and as number -046 and -117 in the map below.

Parcel Number	Owner Name
07-00-047-000-046	Ternes Joseph P
07-00-047-000-117	Linden Kurtis R & Linden Sarah M.

TIF #13 Non-performing parcels



(b) No natural drainage course shall be altered, and no fill, building or structure shall be placed in any such natural drainage course, unless recommended by the City Engineer and approved by Council.

(c) Natural drainage courses, wetlands and preservation areas shall be shown on new subdivision plats and improvement plans. Riparian setbacks, named watercourses, common drainage areas and wetlands to be preserved shall not encroach into residential sublots within new developments as reviewed and approved by the City Engineer. The City Engineer reserves the right to waive these restrictions for hardship cases.

(d) New platted subdivision storm sewers, sanitary sewers and common stormwater drainage improvements shall be placed within blocks of common ownership, to be maintained by the designated homeowners' association (HOA). No other improvements other than grass shall be placed within these blocks. Long-term maintenance of these areas shall be addressed in the Covenants and Restrictions for Long Term Maintenance for each installed stormwater Best Management Practice (BMP) and shall require approval by the City Engineer.

SECTION 2. Section 1226.08 of the North Ridgeville Subdivision Regulations, be and is hereby amended to read as follows:

1226.08 Easements.

Private and public utility easements shall have a minimum width of twelve feet, or such additional width as may be required for necessary access to the utility involved. Such easements shall be located along rear or side lot lines, with six feet thereof being located on each side of such lot lines, except under special circumstances where the Planning Commission may require them in other locations. For lots facing curvilinear streets, the rear easement shall consist of straight lines with a minimum number of points of deflection. All easements shall conform to Section 1226.03.

Permitted easements shall include language that clearly identifies (1) the location of the easement, (2) the utility and purpose, and (3) the parties involved and their respective responsibilities. Easements shall not be utilized for storm drainage, sanitary sewers, waterlines or other public utilities. See Sections 1226.02(c) and (d) for further restrictions.

SECTION 3. That all other ordinances or parts of ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted sections are likewise repealed to the extent of such inconsistency or conflict only.

SECTION 4. In all other respects, the North Ridgeville Planning and Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. That, if any section, paragraph, sentence, clause, phrase, term, provision or part of this Ordinance, together with all of its Exhibits attached thereto, shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph,

sentence, clause, phrase, term, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

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 §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: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

(b) No natural drainage course shall be altered, and no fill, building or structure shall be placed in any such natural drainage course, unless recommended by the City Engineer and approved by Council.

(c) Natural drainage courses, wetlands, stormwater management features, common storm sewers, common swales, 100-year floodplains and conservation areas shall not encroach into residential sublots within any new platted subdivision. These features shall be placed completely within blocks of common ownership, to be maintained by the designated homeowners' association (HOA).

(1) The Long Term Maintenance Plan for these features shall be defined in the HOA Declaration. Their locations shall be clearly defined on the subdivision plat and/or improvement drawings to include the responsible parties and any necessary drainage easement language as required by the City Engineer.

(2) The City Engineer may grant exceptions to the regulations of this section when a hardship has been demonstrated.

(3) For the purposes of this section, the following definitions shall apply:

(A) "Common swale" means a shared shallow drainage swale channel created to collect and convey stormwater runoff from more than one property or subplot as part of the subdivision improvements.

(B) "Common storm sewer" means a shared stormwater conveyance pipe serving more than one property or subplot that does not reside in the public right-of-way.

(C) "Conservation areas" mean areas of a subdivision designated by the U.S. Army Corp of Engineers (USACE) or Ohio EPA that are preserved or restricted to protect natural hydrology and manage stormwater.

(D) "Wetlands" mean freshwater marshes, bogs, swamps, and fens that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions.

SECTION 2. Section 1226.08 of the North Ridgeville Subdivision Regulations, be and is hereby amended to read as follows:

1226.08 - Easements

Private and public utility easements shall have a minimum width of twelve feet, or such additional width as may be required for necessary access to the utility involved. Such easements shall be located along rear or side lot lines with six-feet thereof being located on each side of such lot lines, except under special circumstances where the Planning Commission may require them in other locations. For lots facing curvilinear streets, the rear easement shall consist of straight lines with a minimum of points of deflection. All easements shall conform to Section 1226.03.

Permitted easements shall include language that clearly identifies (1) the location of the easement, (2) the utility and purpose, and (3) the parties involved and their respective responsibilities. Easements shall not be utilized for storm drainage, sanitary sewers, waterlines or other public utilities. See Sections 1226.02(c) and (d) for further restrictions.

SECTION 3. That all other ordinances or parts of ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted sections are likewise repealed to the extent of such inconsistency or conflict only.

SECTION 4. In all other respects, the North Ridgeville Planning and Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. That, if any section, paragraph, sentence, clause, phrase, term, provision or part of this Ordinance, together with all of its Exhibits attached thereto, shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

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 §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: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR

**ANNUAL APPROPRIATION
FOR THE PERIOD COMMENCING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026**

Fund Number	Fund Name/Department	Personal Services	Other Expenses	Transfers and Advances	Total Appropriations
General Fund					
111	City Council	\$ 88,300	\$ 35,600	\$ -	\$ 123,900
112	Council Clerk	153,400	91,500	-	244,900
115	Mayor's Court	157,000	100,100	-	257,100
117	Mayor	241,300	137,900	-	379,200
121	Finance	568,600	528,900	-	1,097,500
125	Law Director	427,500	381,000	-	808,500
127	Human Resources	76,500.00	147,600	-	224,100
130	Computer Services	35,400	454,300	-	489,700
137	Civil Service	-	76,500	-	76,500
140	Misc General Government	-	449,200	-	449,200
141	Planning Commission	-	2,900	-	2,900
142	Board of Zoning Appeals	-	2,300	-	2,300
150	Public Buildings	-	567,900	-	567,900
152	Grounds Maintenance	401,400	378,600	-	780,000
160	Police Administration	643,050	265,250	-	908,300
161	Police	3,191,800	2,785,976	-	5,977,776
163	Dispatchers	439,250	210,600	-	649,850
165	Fire	1,190,050	1,081,950	-	2,272,000
166	Police Crossing Guard	97,400	18,100	-	115,500
170	Building	816,200	561,550	-	1,377,750
172	Engineer	909,800	850,350	-	1,760,150
175	Street Lighting	-	404,300	-	404,300
180	Health District	-	175,000	-	175,000
182	Senior Citizens	299,300	193,300	-	492,600
185	Park and Recreation	223,900	374,100	-	598,000
205	Income Tax	-	615,000	-	615,000
412	Community Development	218,700	414,300	-	633,000
900	Other Financing Uses	-	-	600,000	600,000
Total General Fund		\$ 10,178,850	\$ 11,304,076	\$ 600,000	\$ 22,082,926
Special Revenue Funds					
207	Payroll Reserve	400,000	-	-	400,000
210	Street Construction M and R	880,400	1,659,125	-	2,539,525
215	State Highway	-	275,000	-	275,000
220	Motor Vehicle License Tax	367,600	200,900	-	568,500
225	Street Levy	-	2,269,500	-	2,269,500
245	Police Levy	1,399,800	303,200	-	1,703,000
246	Police Pension	-	406,800	-	406,800
247	Safetyville	6,400	3,400	-	9,800
250	Law Enforcement Trust	-	3,300	-	3,300
257	DUI Enforcement and Education	-	4,600	-	4,600
258	Clerk of Court Computer Services	-	13,900	-	13,900
259	Court Computerization	-	4,245	-	4,245
260	Fire Levy	1,132,200	625,500	-	1,757,700
261	Fire Pension	-	450,800	-	450,800

ANNUAL APPROPRIATION
FOR THE PERIOD COMMENCING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026
(Continued)

Fund Number	Fund Name/Department	Personal Services	Other Expenses	Transfers and Advances	Total Appropriations
263	Paramedic Levy	1,507,500	498,750	-	2,006,250
265	Ambulance	900,800	997,550	-	1,898,350
267	State Grants	-	503,900	-	503,900
268	Federal Grants	-	500	-	500
270	Cemetery	4,000	90,100	-	94,100
275	Parks and Recreation Trust	76,200	422,245	-	498,445
280	Park and Recreation Improvement	-	85,020	-	85,020
293	One Ohio Opioid	-	50,000	-	50,000
295	Solid Waste Management	73,900	4,116,600	-	4,190,500
298	Hotel Tax	-	15,000	-	15,000
299	Library Levy	-	1,623,513	-	1,623,513
Total Special Revenue Funds		\$ 6,748,800	\$ 14,623,448	\$ -	\$ 21,372,248
<u>Debt Service Funds</u>					
309	Income Tax Debt Service	-	486,600	-	486,600
311	D/S BR Central Fire Station	-	556,150	-	556,150
314	D/S BR Police Station Construction	-	945,300	-	945,300
361	Center Ridge Debt Service	-	179,100	-	179,100
Subtotal-General Bond Retirement		-	2,167,150	-	2,167,150
353	S/A Westerlies	-	180,300	-	180,300
354	S/A Victory Lane	-	69,900	-	69,900
Subtotal-Special Assessments		-	250,200	-	250,200
333	Performance Ln TIF	-	500,000	-	500,000
Subtotal-TIF Funds		-	500,000	-	500,000
Total Debt Service Funds		\$ -	\$ 2,917,350	\$ -	\$ 2,917,350
<u>Capital Projects Funds</u>					
410	Capital Projects	-	5,011,525	-	5,011,525
431	Center Ridge Construction	-	1,500,000	-	1,500,000
434	ODNR Flood Control	-	96,200	-	96,200
480	TIF Improvement #1 ORD 5206	-	18,600	-	18,600
481	TIF Improvement #2 ORD 5207	-	76,200	-	76,200
482	TIF Improvement #3 ORD 5208	-	430,900	-	430,900
483	TIF Improvement #4 ORD 5209	-	179,750	-	179,750
484	TIF Improvement #5 ORD 5210	-	55,600	-	55,600
485	TIF Improvement #6 ORD 5211	-	366,900	-	366,900
486	TIF Improvement #7 ORD 5251	-	38,650	-	38,650
487	TIF Improvement #8 ORD 5252	-	228,600	-	228,600
488	TIF Improvement #9 ORD 5286	-	2,850	-	2,850
490	TIF Improvement #10 ORD 5287	-	15,800	-	15,800
491	TIF Improvement #11 ORD 5288	-	17,740	-	17,740
492	TIF Improvement #12 ORD 5289	-	2,150	-	2,150
493	TIF Improvement #13 ORD 5311	-	401,000	-	401,000
Total Capital Projects		\$ -	\$ 8,442,465	\$ -	\$ 8,442,465

**ANNUAL APPROPRIATION
FOR THE PERIOD COMMENCING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026
(Continued)**

Fund Number	Fund Name/Department	Personal Services	Other Expenses	Transfers and Advances	Total Appropriations
Enterprise Funds					
610	<u>Water</u>				
	Collections	90,700	312,050	-	402,750
	Operations	1,100,800	4,169,075	1,500,000	6,769,875
	Total Water Fund	<u>1,191,500</u>	<u>4,481,125</u>	<u>1,500,000</u>	<u>7,172,625</u>
640	<u>Sewer</u>				
	Collections	108,700	284,400	-	393,100
	Operations	756,000	6,017,675	1,006,300	7,779,975
	Total Sewer Fund	<u>864,700</u>	<u>6,302,075</u>	<u>1,006,300</u>	<u>8,173,075</u>
691	<u>Storm Water</u>				
	Collections	-	5,400	-	5,400
	Operations	344,150	1,471,025	-	1,815,175
	Total Storm Water	<u>344,150</u>	<u>1,476,425</u>	<u>-</u>	<u>1,820,575</u>
624	Water G.O. Bond Retirement	-	1,488,221	-	1,488,221
632	Water Improvement	-	1,129,000	-	1,129,000
634	Water Meter Replacement	-	200	706,000	706,200
645	Sewer G.O. Bond Retirement	-	983,800	-	983,800
660	Sanitary Sewer Improvement	-	4,901,900	-	4,901,900
670	French Creek WWTP	1,384,000	4,117,750	1,213,963	6,715,713
675	French Creek B.R.	-	837,600	-	837,600
680	French Creek Improvement	-	5,565,000	-	5,565,000
	Total Enterprise Funds	<u>\$ 3,784,350</u>	<u>\$ 31,283,096</u>	<u>\$ 4,426,263</u>	<u>\$ 39,493,709</u>
Internal Service Funds					
710	Self Insurance Benefits	-	5,806,000	-	5,806,000
720	Flexible Spending Account	-	75,000	-	75,000
730	City Garage	465,000	633,100	-	1,098,100
	Total Internal Service	<u>\$ 465,000</u>	<u>\$ 6,514,100</u>	<u>\$ -</u>	<u>\$ 6,979,100</u>
Custodial Funds					
825	Board of Building Standards	-	4,500	-	4,500
840	Senior Citizens Multi Trust	-	72,900	-	72,900
880	Unclaimed Monies	-	20,000	-	20,000
890	Trust Miscellaneous	-	1,000,000	-	1,000,000
	Total Custodial Funds	<u>\$ -</u>	<u>\$ 1,097,400</u>	<u>\$ -</u>	<u>\$ 1,097,400</u>
	Total All Funds	<u>\$ 21,177,000</u>	<u>\$ 76,181,935</u>	<u>\$ 5,026,263</u>	<u>\$ 102,385,198</u>