

DATE:	<u>February 21, 2023</u>	1 ST READING:	<u>February 21, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>March 6, 2023</u>
REFERRED BY:	<u>Planning Commission 2-14-2023</u>	3 RD READING:	<u>March 20, 2023</u>
TEMPORARY NO:	<u>T 22-2023</u>	ADOPTED:	<u>March 20, 2023</u>
		EFFECTIVE:	<u>April 19, 2023</u>

Public Hearing on 3-6-2023

ORDINANCE NO. 6055-2023

AN ORDINANCE REPEALING CHAPTER 1284 *OFF-STREET PARKING AND LOADING REQUIREMENTS*, CHAPTER 1290 *COMMERCIAL AND INDUSTRIAL ACCESS DRIVES*, AND SECTION 1294.08 *LIGHTING LAWS*, AND CREATING A NEW CHAPTER 1285 *PARKING, LOADING, AND LIGHTING* OF THE NORTH RIDGEVILLE ZONING CODE.

WHEREAS, this Council has established regulations for the provision of off-street parking and loading facilities and requirements for access drives and lighting which have been amended from time to time; and

WHEREAS, it is the recommendation of the Planning and Economic Development Director that various provisions regarding parking, loading, lighting, and access management of the City of North Ridgeville Zoning Code be amended to update and clarify requirements and to provide for safe, efficient access and improved sustainability; and

WHEREAS, following publication of newspaper notice in conformance with the provisions of Section 9.1 of the Charter and Section 1246.03(d) of the Zoning Code, a public hearing was held on the 6 days of March nnl2023; and

WHEREAS, it is the desire of this Council and upon the recommendation of the North Ridgeville Planning Commission, to amend these Codified Ordinances.

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

SECTION 1. Chapter 1284 *Off-Street Parking and Loading Requirements*, Chapter 1290 *Commercial and Industrial Access Drives*, and Section 1294.08 *Lighting Laws* be repealed.

SECTION 2. A new Chapter 1285 *Parking, Loading and Lighting* of the Zoning Code be adopted which reads in its entirety as set forth in the document attached to this Ordinance as **Exhibit A**.

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ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted sections are likewise repealed to the extent of such inconsistency or conflict only.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 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: March 20, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 29, 2023



Kevin Corcoran
MAYOR

Exhibit A

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**CHAPTER 1285
Parking, Loading and Lighting**

- 1285.01 Purpose.
- 1285.02 General Requirements.
- 1285.03 Required Parking Spaces.
- 1285.04 Parking Design.
- 1285.05 Loading.
- 1285.06 Driveways.
- 1285.07 Sidewalks.
- 1285.08 Illumination of Parking Areas.

1285.01 PURPOSE.

The purpose of this chapter is to prescribe regulations for off-street parking in all zoning districts; to ensure that adequate parking, access and connectivity are provided in a safe and convenient manner; and to afford reasonable protection to adjacent land uses from light, noise, water runoff and other effects of parking lot proximity.

1285.02 GENERAL REQUIREMENTS.

- (a) **Applicability.** For all new buildings and uses, accessory off-street parking shall be provided as required by this chapter. In addition, the following shall also apply:
 - (1) Whenever the use of a building or lot is changed to another classification of use, off-street parking facilities shall be provided for that use.
 - (2) If the parking demand of any use is increased through the addition of floor area, increase in seating capacity or by other means, additional off-street parking shall be provided.
 - (3) Existing off-street parking facilities shall not be reduced below the requirements of this chapter, nor shall existing nonconforming parking facilities be further reduced or made more nonconforming.
 - (4) An area designated as required off-street parking including areas reserved for landbanked parking shall not be changed to another use unless sufficient parking is provided elsewhere in accordance with the provisions of this chapter.
- (b) **Location.**
 - (1) Off-street parking facilities for one and two-family dwellings shall be located on the same lot as the building(s) they are intended to serve.
 - (2) Off-street parking facilities for all other uses shall be located on the lot where the parking is required, except as provided in *Section 1225.02(c)*. In the event that required parking is proposed on a lot in common ownership or leasehold with the lot where the parking is required, the applicant must present and record a permanent easement and parking agreement for access and parking.
- (c) **Shared Parking.**
 - (1) Two or more buildings or uses may share parking facilities, provided the number of parking spaces available equals the required number of spaces for all the uses computed separately. Total required parking may be reduced by the Planning Commission where it can be determined that one or more of the factors listed in *Section 1285.02(d)* applies.
 - (2) Parking facilities for a place of worship or similar sporadically used facility may be used to meet up to 50% of the off-street parking for theaters, stadiums and other places of public assembly, stores, offices and industrial buildings within 300 feet of the facility, as measured from the nearest edge of the parking area to the nearest public entry point of the building or use provided that the facility makes the spaces available and there is no conflict between peak times when the

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- uses are in need of the parking facilities.
- (3) A shared parking plan shall be enforced through written agreement among all owners of record and shall be included in the development plan filed with the City. The owner of the shared parking area shall enter into a written agreement including access and parking easements, with authorization for enforcement by the City.
- (d) **Modification of Parking Requirements.** The Planning Commission may reduce the parking space requirements of this chapter for any use, based upon finding that one or more of the following conditions exist:
- (1) Other forms of travel (such as transit, bicycle or pedestrian) are available and likely to be used and, in particular, the site design will incorporate bicycle parking facilities and pedestrian connections.
 - (2) Shared parking is available to multiple uses where there will be a high proportion of multipurpose visits or where uses have peak parking demands during differing times of the day or days of the week and a shared parking agreement is in place.
 - (3) The applicant has provided a parking study, conducted by a qualified transportation engineer, demonstrating that another standard would be more appropriate based on actual number of employees, expected level of customer traffic or actual counts at a similar establishment.
- (e) **Landbanked Parking.** Where an applicant demonstrates that the parking requirements for a proposed use would be excessive, the Planning Commission may defer the construction of a portion of the required parking. The development plan shall designate areas of the site for future construction of the required parking spaces, meeting the design and dimensional requirements of this chapter. Any area so designated shall be maintained in a landscaped appearance and not occupy required open space or buffer strips or be used for any other purpose. Construction of the additional parking spaces within the landbanked parking area may be initiated by the owner or required by the City, based on parking needs or observation, and shall require approval of an amended development plan which may be approved administratively.

1285.03 REQUIRED PARKING SPACES.

- (a) **Minimum Required Parking.** The minimum number of required off-street parking spaces shall be provided and maintained in accordance with *Table 1285.03-1*.
- (1) When units or measurements determining the number of required parking spaces result in a fraction, the number of spaces required shall be rounded up to the nearest whole number.
 - (2) Each 24 inches of bench, pew or similar seating facilities shall be counted as one (1) seat.
 - (3) Where parking requirements are based upon maximum seating or occupancy capacity, the capacity shall be as determined by the building code and fire code.
 - (4) In the case of a use not specifically listed, the requirement for off-street parking for a specified use which is most similar shall apply.
 - (5) Unless otherwise indicated, floor area shall be gross floor area of the structure.
 - (6) All required parking spaces per employee shall be calculated based on the maximum on duty at any given time, not the total employed by the organization.

TABLE 1285.03-1, PARKING REQUIREMENTS BY USE	
USE	NUMBER OF PARKING SPACES
Residential Uses	
One and two family dwellings	1 per dwelling unit
Multiple family dwellings	1 per dwelling unit
Assisted living and nursing homes	1 per 4 beds plus 1 per employee
Bed and breakfast inns	1 per guest room
Group homes	1 per 4 occupants

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TABLE 1285.03-1, PARKING REQUIREMENTS BY USE	
USE	NUMBER OF PARKING SPACES
Public/Institutional Uses	
Hospitals	1 per 4 beds plus 1 per employee
Libraries, museums and cultural institutions	1 per 400 square feetsquare feet
Places of worship	1 per 4 seats
Schools	1 per employee plus spaces required for areas of assembly
Commercial Uses	
Auto repair establishments	3 per service bay
Auto service stations	1 per employee plus spaces required for other uses such as restaurant, auto repair, auto wash if provided
Auto wash establishments	1 per employee
Banks and financial institutions	1 per 400 square feet
Banquet halls	1 per 3 persons at maximum occupancy
Bars and taverns	1 per 75 square feet or 1 per 3 seats, whichever is greater
Bowling alleys	4 per alley
Dance halls, pool halls and private clubs	1 per 100 square feet of assembly area
Day care establishments	1 per 500 square feet plus 1 per employee
Funeral homes	1 per 75 square feet of assembly rooms
Health and fitness clubs	1 per 200 square feet
Hotels and motels	1 per guest room
Indoor recreation establishments	1 per 3 persons at maximum occupancy
Offices, medical and dental	1 per 200 square feet
Offices, professional	1 per 400 square feet
Restaurants	1 per 100 square feet or 1 per 3 seats, whichever is greater
Retail stores, furniture and appliance	1 per 800 square feet
Retail stores, general	1 per 300 square feet
Retail stores, grocery	1 per 200 square feet
Salons, spas and barber shops	2 per chair
Stadiums, theaters and sports arenas	1 per 4 seats
Industrial Uses	
Industrial establishments	0.75 per employee plus spaces for business vehicles
Warehouse and storage establishments	0.5 per employee plus spaces for business vehicles
Self-storage facilities	1 per employee

- (b) Electric Vehicle Parking. Parking spaces that are dedicated to and provided with equipment solely for the purpose of charging electric vehicles shall count toward the total number of required off-street parking spaces on a space for space basis.

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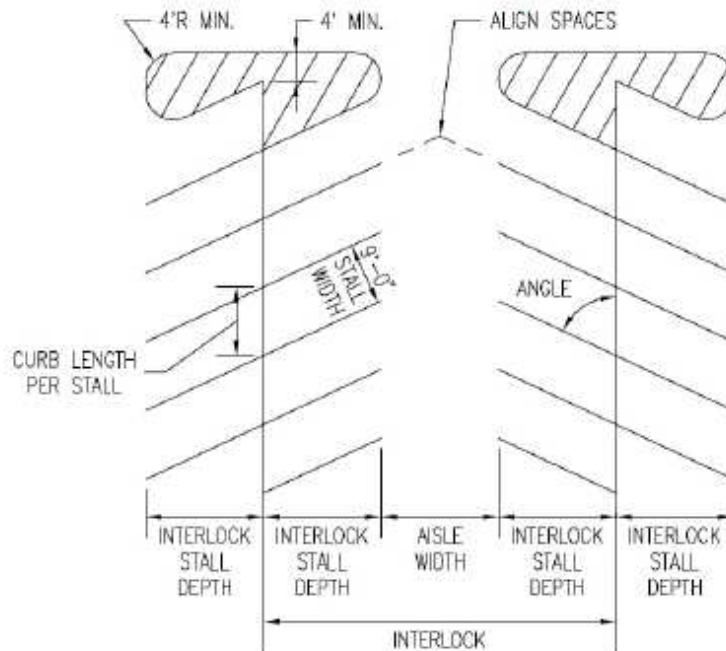
- (c) **Bicycle Parking.** All public/institutional and commercial uses shall provide bicycle racks or other facilities for the temporary storage of bicycles within reasonable proximity to a pedestrian entrance into the building. The Planning Commission may waive this requirement if the applicant can provide justification as to why this standard is not appropriate for the use or development.

1285.04 PARKING DESIGN

- (a) **Materials.** All parking lots and vehicle and equipment storage areas shall be paved with asphalt or concrete, and shall be graded and drained to remove surface water which might accumulate. The Planning Commission may approve alternative paving materials, such as permeable pavement, for all or a portion of the parking areas, based upon credible evidence of the durability and appearance of the proposed materials.
- (b) **Dimensions.** Parking space and aisle dimensions shall meet the following requirements and as specified in *Table 1285.04-1*.

TABLE 1285.04-1, MINIMUM DIMENSIONAL REQUIREMENTS			
Angle	45°	60°	90°
Interlock (ft.)	46	52	60
Aisle Width (ft.)	16	18	24
Interlock Stall Depth (ft.)	15	17	18
Curb Length Per Stall (ft.)	12.7	10.4	9.0

FIGURE 1285.04-2, OFFSTREET PARKING DIMENSIONS AND LAYOUT



- (c) **Stacking Spaces.** In addition to required off-street parking, stacking spaces for drive-through uses shall be provided in accordance with *Table 1285.04-3*, unless the Planning Commission determines that use-specific factors justify a different requirement. Stacking spaces shall be at least 20 feet long

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and nine (9) feet wide and shall not block required parking spaces. Where the drive-through waiting lane consists of a single lane for five (5) or more vehicles, site layout shall be designed to allow vehicles to exit the waiting lane. No stacking is permitted within any public right-of-way.

TABLE 1285.04-3, VEHICLE STACKING REQUIREMENTS	
Use	Stacking Spaces
Automatic car wash	10 per tunnel
Self-serve car wash or oil change establishment	2 per bay
Bank, ATM, pharmacy, beverage store	5 per window, bay or unit
Drive-through restaurant	10 per pick up window

- (d) **Ingress and Egress.** Vehicular ingress and egress to the parking area shall be provided by means of clearly limited and defined drives. All parking lots shall provide interior access and circulation aisles for all parking spaces. The use of public streets for maneuvering into or out of parking spaces shall be prohibited. Ingress and egress to a parking lot in a non-residential zoning district shall not be through a residential district.
- (e) **Curbing.** A six (6) inch cast-in-place, continuous concrete curb or alternative, as determined by the City Engineer, shall be provided around all sides of any parking lot to protect landscaped areas, sidewalks, buildings or adjacent property from vehicles that might otherwise extend beyond the edge of the parking lot. Curb openings are allowed for storm water drainage and accessibility.
- (f) **Fire Lanes.** Fire lanes shall be designated on the site and posted with signage prior to occupancy. Vehicle circulation shall meet turning radius requirements established by the Engineering and/or Fire Departments.
- (g) **Crosswalks.** Pedestrian pathways and crosswalks in parking areas shall be distinguished from driving surfaces through the use of striping or durable, low-maintenance, surface materials such as pavers, bricks, or scored, stamped or colored concrete.
- (h) **Accessible Parking.** Within each parking lot, signed and marked barrier free spaces shall be provided in accordance with the applicable requirements of federal, state and local codes.

1285.05 LOADING

- (a) **Uses Requiring Loading Area.** On the same premises with every building used for manufacturing, storage, warehouse, retail sales, consumer services or other uses similarly involving the receipt or distribution of vehicles, materials or merchandise, there shall be provided and maintained on the lot adequate space for standing, loading and unloading in order to avoid undue interference with public use of the streets and parking spaces.
- (b) **Loading Area Requirements.** Loading and unloading spaces shall be paved and, unless otherwise adequately provided for, shall be 12 feet by 50 feet, with 15 foot height clearance. One loading space shall be provided for every 40,000 square feet of floor area or fraction thereof. This requirement shall not apply to retail sales and consumer service uses of less than 10,000 square feet.
- (c) **Orientation of Overhead Doors.** Access and loading bays facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of products into and out of the building.

1285.06 DRIVEWAYS

- (a) **Functional Classification.** The roadways listed in *Table 1285.6-1* have been designated by the

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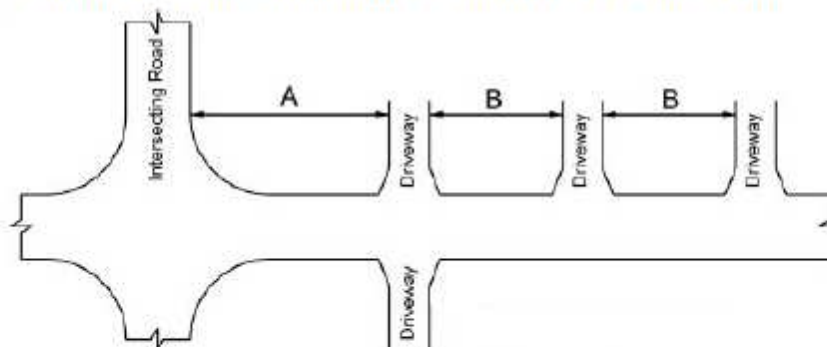
Northeast Ohio Areawide Coordinating Agency (NOACA) as having a functional classification of principal arterial, minor arterial or major collector. NOACA's most current list of roadway functional classifications shall govern the regulations of this Zoning Code.

TABLE 1285.06-1, FUNCTIONAL CLASSIFICATION (NOACA)		
FC=3, Principal Arterial:	FC=4, Minor Arterial:	FC=5, Major Collector:
<ul style="list-style-type: none"> Center Ridge Road 	<ul style="list-style-type: none"> Avon Belden Road Lear Nagle Road Lorain Road Root Road Sugar Ridge Road 	<ul style="list-style-type: none"> Bainbridge Road Chestnut Ridge Road Cook Road Mills Road Stoney Ridge Road

- (b) **Number of Curb Cuts.** The number of driveways serving a property in any non-residential zoning district shall be the minimum number necessary to provide reasonable access while preserving traffic operations and safety along the public street. Adjacent parcels in common ownership fronting on the same street shall be considered as one parcel when determining permitted driveways.
- Driveways shall be limited to one (1) per lot or parcel of land per road frontage.
 - One (1) additional driveway may be allowed for properties with a continuous frontage greater than 400 feet or if the Planning Commission determines additional access is justified without compromising traffic operations along the public street.
- (c) **Driveway Spacing Standards.** The following minimum spacing requirements shall apply to all curb cuts and driveways within any non-residential zoning district, as well as spacing between driveways and street intersections.

TABLE 1285.06-2, DRIVEWAY SPACING STANDARDS	
Roadway Type	Minimum Distance
Arterial	160 ft.
Collector	120 ft.
Local	40 ft.

FIGURE 1285.06-3, DRIVEWAY SPACING MEASUREMENT



- Measurements are from the near edge of the proposed driveway, measured at the throat edge of pavement perpendicular to the street to the near lane curb or pavement edge of the intersecting street (see A in Figure 1285.06-3) or near edge of the next driveway (see B in Figure 1285.06-3).
- These driveway spacing standards are guidelines and will be required if such distances can be

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achieved given the property limits and site layout. However, in some cases these distances may not be feasible given the existing lot configuration. In these instances, the Planning Commission will make a determination as to what spacing will be required, and whether or not a driveway will be required to be directionally restricted in lieu of not meeting the required spacing.

- (d) **Driveway Width.** For any driveway serving a non-residential zoning district, the minimum width of a one-way driveway shall be 15 feet and the minimum width of a two-way driveway shall be 24 feet. The maximum width of any non-residential driveway shall be 35 feet. Width shall be measured along a line parallel to the centerline of the street at the street right-of-way line. The City Engineer may alter width requirements based on the type of vehicle traffic the use is expected to generate.
- (e) **Cross Access Encouraged.** Cross access between adjacent non-residential properties is encouraged for convenience, safety and efficient circulation of vehicles. A mutual access agreement, recorded with Lorain County, shall be executed where cross-access is provided.
- (f) **Construction Requirements.** All driveways shall be constructed in accordance with the requirements established by the City Engineer.

1285.07 SIDEWALKS

Sidewalks shall be constructed as required in *Chapter 1024*. Where sidewalks are not located within the right-of-way, but proposed to be located on private property, a public access easement shall be provided to the City and recorded as a condition of development plan approval.

1285.08 ILLUMINATION OF PARKING AREAS

- (a) **Applicability.** The Planning Commission shall review plans for illumination of parking areas for any development plan subject to its review under *Chapter 1243* involving new lighting or changes to existing lighting as provided in this Section.
- (b) **Exterior Lighting Plan Required.** A lighting plan shall include the following elements:
 - (1) A site plan to scale showing location of all exterior light fixtures. Include property boundaries, building location(s), parking lot layout, pedestrian paths, adjacent rights-of-way, north arrow and scale.
 - (2) Specifications, cut sheets and/or drawings for all exterior light fixtures and poles, along with a description of any dimming systems or other proposed lighting controls.
 - (3) A photometric plan defining the limits of each lighting calculation area where illumination is proposed plotting the light levels in footcandles on the ground. The limits of each lighting calculation area shall be clearly indicated. Maximum illuminance levels should be expressed in footcandle measurements to the nearest 0.1 footcandle on a grid of the site showing footcandle readings at no greater than a 10-foot square. The grid shall include light contributions from all sources on the site and show footcandle readings five (5) feet beyond the property lines.
 - (4) A calculation summary indicating footcandle levels on the photometric plan, noting the minimum, maximum and average footcandles, light loss factor and uniformity ratios for each lighting calculation area. Include in the summary lamp wattages of all proposed luminaires and mounting heights of fixtures.
- (c) **Fixtures.** Exterior lighting fixtures shall be installed in a manner to prevent light pollution in the forms of light trespass and glare and to preserve, protect and enhance the character of the City.
 - (1) **Full Cut-off Required.** All exterior pole lighting fixtures used to illuminate off-street parking areas shall be full cut-off and shall be arranged to deflect the light away from adjoining properties and adjacent streets. Exterior building lighting fixtures used to illuminate sidewalks, entrances and service areas shall also be full-cut off fixtures.
 - (2) **Canopy Lighting.** Light fixtures mounted under canopies shall be recessed with flat lenses so

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that the lens cover is flush with the bottom surface of the canopy. Alternately, indirect lighting may be used where light is reflected down from the bottom of the canopy.

- (3) **Nonessential Lighting.** Nonessential lighting for other areas may be installed upon approval of the Planning Commission. This shall include landscape lighting, accent lighting of the structure, decorative lighting and lighting for similar purposes. Light fixtures used to illuminate flags, statues or any other objects mounted on a pole, pedestal or platform shall use a light that will not extend beyond the illuminated object. For upward architectural, landscape and decorative lighting, direct light emission shall not be visible above the building roof line.
- (4) **Prohibited Lighting.** No flickering or flashing light shall be permitted, except for temporary holiday decorations. The installation of any light fixture not specifically approved as part of a development plan is prohibited.

- (d) **Luminaire Height.** The height of any parking lot light fixture shall not exceed 30 feet above grade in industrial districts and 25 feet above grade in all other non-residential districts. When located within 50 feet of a residential zoning district, the height of a parking lot light fixture shall not exceed 16 feet above grade. The Planning Commission may require lower mounting heights if the adjoining grade is lower than developed grade.

- (e) **Illumination Levels.** The average and maximum illumination levels shall not exceed that permitted for each lighting calculation area type. A lighting calculation area shall be defined as any area where the illumination level equals or exceeds 0.2 footcandle.
 - (1) **Light Trespass.** Lighting intensity shall not exceed zero (0) foot candles at the property line when abutting residential zoning districts. All on-site lighting of buildings, lawns and parking areas shall be designed so that no light source will be visible at the ground level of any adjacent residential property or building. No on-site lighting may cause glare onto any public street or vehicle thereon.
 - (2) **Required Illumination Levels.** Lighting shall be designed to provide even distribution of illumination and to avoid creating hot spots. Maximum average illumination levels are provided in *Table 1285.08-1*:

TABLE 1285.08-1, ILLUMINATION LEVELS		
Lighting Calculation Area Type	Maximum Average Illumination	Maximum Illumination at Any Point
Open parking lots	2.0 fc	5.0 fc
Sidewalks, entrances, pedestrian areas	5.0 fc	12.5 fc
Under service station canopy	15.0 fc	20.0 fc

- (3) **Exemptions.** Because of their unique requirements for providing greater night-time visibility, their need to ensure public safety, and their limited hours of operation, stadiums (which include ball diamonds, playing fields and tennis courts), amphitheaters and similar uses are exempted from the exterior lighting standards as specified above. A lighting plan for these uses shall be established at the time that the request for exterior lighting is made and shall be subject to Planning Commission approval.

- (f) **Lighting Essential to Safety.** Lighting not essential to safety of the public and employees shall be terminated when the site is not occupied. For facilities that are occupied overnight, the lighting shall be reduced to the minimum level necessary.

DATE:	<u>March 20, 2023</u>	1 ST READING:	<u>March 20, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 31-2023</u>	ADOPTED:	<u>March 20, 2023</u>
		EMERGENCY:	<u>March 20, 2023</u>
		EFFECTIVE:	<u>March 20, 2023</u>

ORDINANCE NO. 6053-2023

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO
ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL
(NOPEC) 2023 ENERGIZED COMMUNITY GRANT(S) AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of North Ridgeville, Ohio (the “CITY”), is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the same form as the Grant Agreement attached hereto and marked as Exhibit A, to receive one or more NEC Grant(s) for a one-year term, beginning on January 1, 2023, and expiring on December 31, 2023; and

WHEREAS, the parties agree that the Grant Agreement shall be automatically renewed annually unless the grantor (NOPEC) discontinues the NEC Grant Program for any subsequent year, or the City is no longer a NOPEC member in good standing.

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

SECTION 1. The North Ridgeville City Council hereby finds and determines that it is in the best interest of the City to enter into the Grant Agreement to accept the NEC Grant(s) for 2023, and hereby authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

SECTION 2. The NEC Grant(s) shall be deposited and applied to the appropriate fund(s).

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 is hereby declared to be an emergency measure, the emergency being in order to proceed with the acceptance of said grant and the application

process. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 20, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 29, 2023



Kevin Corcoran
MAYOR

EXHIBIT A**NOPEC 2023 ENERGIZED COMMUNITY
GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and the City of North Ridgeville, Lorain County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.** Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(a) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: Administrative Assistant to the Mayor
Name: Tissy Simon
7307 Avon Belden Road
North Ridgeville, Ohio 44039

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

GRANTOR:

City of North Ridgeville _____, Ohio

NOPEC, INC.

Individual Authorized by Grantee's
Legislation

By: _____

By: _____

Title: Mayor, City of North Ridgeville _____

Title: _____

Date: _____

Date: _____

DATE:	<u>March 20, 2023</u>	1 ST READING:	<u>March 20, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 30-2023</u>	ADOPTED:	<u>March 20, 2023</u>
		EMERGENCY:	<u>March 20, 2023</u>
		EFFECTIVE:	<u>March 20, 2023</u>

RESOLUTION NO. 1588-2023

**A RESOLUTION APPOINTING NANCY HEDBERG TO
LORAIN COUNTY PUBLIC HEALTH BOARD OF HEALTH TO SERVE AS THE
CITY OF NORTH RIDGEVILLE’S REPRESENTATIVE, AND DECLARING AN
EMERGENCY.**

WHEREAS, pursuant to the contract of the Lorain County Public Health, combined Board of Health, the City of North Ridgeville is entitled to appoint one member; and

WHEREAS, North Ridgeville’s seat on the Board previously held by Bill Gardner is currently vacant; and

WHEREAS, the City of North Ridgeville proposes to appoint Nancy Hedberg as its representative to Lorain County Public Health Board of Health for the balance of the five-year term expiring on March 31, 2025; and

WHEREAS, Nancy Hedberg has knowledge of issues relating to North Ridgeville and will be a valuable asset to the Board of Health and to the City of North Ridgeville.

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

SECTION 1. Nancy Hedberg is hereby appointed as North Ridgeville’s representative to the Board of Health for the remainder of the five-year term which began on April 1, 2020, and which will end on March 31, 2025.

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 Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to fill the vacancy. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 20, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 29, 2023



Kevin Corcoran
MAYOR

DATE:	<u>February 21, 2023</u>	1 ST READING:	<u>February 21, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>March 6, 2023</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>March 20, 2023</u>
TEMPORARY NO:	<u>T 23-2023</u>	ADOPTED:	<u>March 20, 2023</u>
		EMERGENCY:	<u>March 20, 2023</u>

RESOLUTION NO. 1589-2023

A RESOLUTION APPROVING THE CITY OF NORTH RIDGEVILLE TO PARTICIPATE IN FIVE (5) PROPOSED NEW NATIONAL OPIOID SETTLEMENTS AND/OR THE STATE OF OHIO’S INTERSTATE ALLOCATION AGREEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, the City of North Ridgeville joined and participated in federal litigation against various pharmaceutical companies and distributors of pain medication that contributed to the opioid epidemic; and

WHEREAS, in addition to the national settlements concerning distributors, there are now five (5) additional proposed national settlements pertaining to the pharmacies CVS, Walgreens, Walmart, and manufacturers Teva and Allergan (“New National Opioid Settlements”); and

WHEREAS, in order to participate in a settlement, the City of North Ridgeville must execute a Participation Form for each settlement that the State of Ohio elected to join, and must return all required documentation by April 18, 2023.

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

SECTION 1. The City of North Ridgeville, by and through its Mayor, is hereby authorized to opt-in to all settlements it is eligible for, and to return all executed documentation as required by April 18, 2023.

SECTION 2. The City is hereby authorized to accept any/all funds received from the “New National Opioid Settlements”, and to deposit the funds into the appropriate account(s).

SECTION 3. 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 Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure, the emergency being in order to meet the April 18, 2023 deadline to submit to the state our intent to opt into all settlements under the New National Opioid Settlements. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 20, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 29, 2023



Kevin Corcoran
MAYOR

DATE: February 21, 2023
INTRODUCED BY: Mayor Corcoran
REFERRED BY: Planning Commission 2-14-2023
TEMPORARY NO: T 21-2023

1ST READING: February 21, 2023
2ND READING: March 6, 2023
3RD READING: March 20, 2023
ADOPTED: March 20, 2023
EFFECTIVE: April 19, 2023

Public Hearing on 3-6-2023

ORDINANCE NO. 6054-2023

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NORTH RIDGEVILLE SUCH THAT A PORTION OF PARCEL NUMBER 07-00-014-106-007 LOCATED AT 34275 LORAIN ROAD BE REZONED FROM B-3 HIGHWAY COMMERCIAL DISTRICT TO R-1 RESIDENCE DISTRICT.

WHEREAS, by the present and official Zoning Map of the City of North Ridgeville, the subject parcel is situated in a B-3 Highway Commercial District; and

WHEREAS, the parcel described in the attached **Exhibit A** is owned by AGLR Investments, LLC, who has filed a petition to rezone a portion of the lot identified in **Exhibit A** as “Parcel B” to R-1 Residence District and further to split “Parcel B” from the original lot; and

WHEREAS, the North Ridgeville Planning Commission carefully considered the proposed amendment at their meeting of February 14, 2023, and by formal motion recommended that the ordinance be approved; and

WHEREAS, following publication of newspaper notice in conformance with the provisions of Section 9.1 of the Charter and Section 1246.03(d) of the Zoning Code, a public hearing was held on the 6th day of March 2023; and

WHEREAS, it is the desire of this Council to amend the official Zoning Map of the City of North Ridgeville.

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

SECTION 1. The official Zoning Map of the City of North Ridgeville is hereby amended so as to provide that from and after the effective date of this Ordinance, the portion of Parcel Number 07-00-014-106-007 located at 34275 Lorain Road, as particularly described in **Exhibit A** as “Parcel B,” be hereby changed from B-3 Highway Commercial District to R-1 Residence District.

SECTION 2. Upon the effective date of this Ordinance, the Chief Building Official shall cause the official Zoning Map to be changed and corrected so as to reflect the rezoning authorized by this Ordinance.

SECTION 3. In all other respects, the North Ridgeville Zoning Map, as amended from time to time, shall remain in full force and effect.

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

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

PASSED: March 20, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 29, 2023



Kevin Corcoran
MAYOR

Zoning Amendment & Rezoning Application



SUBMITTAL INSTRUCTIONS AND PROCEDURES

Reviews for proposed zoning amendments, including any rezoning of property or zoning code text amendments, will be carried out according to the process described in Chapter 1246 of the City's Zoning Code.

- **Pre-Application.** Prior to making application, applicants are recommended to contact the city to discuss the proposed rezoning or text amendment.
- **Application Submittal.** Following the pre-application meeting, the applicant shall submit this completed application, \$400 fee and ten (10) sets of all required exhibits. All submissions shall be made in hard copy to the Building Department.
- **Staff Review.** The applicant shall attend a staff review meeting and may be required to provide additional information based upon staff comments.
- **Referral.** Following staff review, complete applications shall be forwarded to the Law Director to be prepared in ordinance form for introduction to Council. The ordinance will be subject to Planning Commission review and public hearing prior to any action by Council.

PROPERTY INFORMATION

0700014106007
Parcel number(s)

34275 Lorain Rd
Location address

B-3 Highway Commercial
Current zoning

R-1 for ~1 acre parcel that we propose to split
Proposed zoning

APPLICANT/AGENT INFORMATION

AGLR Investments, LLC
Name/Company

36097 Westminister Ave
Applicant address

513-535-1849
Applicant phone

Ryan@greenquestgroup.com
Applicant email

PROPERTY OWNER INFORMATION

AGLR Investments, LLC
Name/Company

36097 Westminister Ave
Property owner address

513-535-1849
Property owner phone

Ryan@greenquestgroup.com
Property owner email

AUTHORIZATION AND ACKNOWLEDGEMENT


Applicant signature


Property owner signature

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.

Staff Use Only	PPZ No.	Date Received	Amount Paid	Payment Type
	PPZ 2022 0147	12-29-2022	400.00	check 2543

Statement of Proposed Rezoning

We are proposing to split the existing parcel # 0700014106007 (currently zoned B-3) into two parcels, designated Parcel A and Parcel B on the attached proposed plat map. We are proposing a rezoning of Parcel B to R-1 Single Family Residential with the ultimate purpose of Green Quest Homes building a home on Parcel B. Parcel B would be approximately one acre and sits across the creek from the remaining land in the existing parcel. Due to its small size and location across the creek, which separates it from the remaining land, its value for commercial development is minimal. We have reached this conclusion based on discussion with our commercial real estate agent as well as feedback from prospective buyers. There are single family homes adjacent to and across the street from Parcel B so rezoning of Parcel B would not be out of character with the surrounding properties.

POLARIS ENGINEERING & SURVEYING INC. – 34600 CHARDON ROAD – WILLOUGHBY HILLS - OHIO**LEGAL DESCRIPTION
PARCEL 'A'**

SITUATED IN THE CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOTS 11 & 14, ORIGINAL RIDGEVILLE TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 16TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF THE CENTERLINE OF ROOT ROAD (60 FEET WIDE) WITH THE CENTERLINE OF LORAIN ROAD (60 FEET WIDE);

COURSE 1: THENCE **NORTH 41°51'11" EAST** ALONG THE CENTERLINE OF SAID LORAIN ROAD, **309.42 FEET** TO THE NORTHWEST CORNER OF LAND CONVEYED TO JDA RIDGEVILLE LLC BY INSTRUMENT NUMBER 2016-0602214 OF LORAIN COUNTY RECORDS (PPN: 07-00-014-106-003);

COURSE 2: THENCE **SOUTH 48°12'02" EAST** ALONG THE SOUTHWESTERLY LINE OF SAID JDA RIDGEVILLE LLC, PASSING THROUGH A 5/8 INCH IRON PIN (ID: 7477) FOUND AT 30.00 FEET IN THE SOUTHERLY SIDELINE OF SAID LORAIN ROAD, AND A 1 INCH IRON PIPE FOUND AT 644.08 FEET, A TOTAL DISTANCE OF **663.15 FEET** TO AN IRON PIN SET IN THE NORTHWESTERLY LINE OF LAND CONVEYED TO WILLIAM J. MAJCHER BY INSTRUMENT NUMBER 2018-0684135 OF LORAIN COUNTY RECORDS (PPN: 07-00-011-103-188);

COURSE 3: THENCE **SOUTH 52°15'39" WEST** ALONG SAID NORTHWESTERLY LINE OF MAJCHER, **152.54 FEET** TO A WESTERLY CORNER THEREOF, AND THE NORTHERLY CORNER OF LAND CONVEYED TO AGLR INVESTMENTS LLC BY INSTRUMENT NUMBER 2021-0855014 (PPN: 07-00-014-106-005), WITNESSED BY A 5/8 INCH IRON PIN (ID: 7477) FOUND SOUTH 32°22'49" EAST, 8.61 FEET;

COURSE 4: THENCE **SOUTH 58°05'43" WEST** ALONG THE NORTHWESTERLY LINE OF SAID AGLR INVESTMENTS LLC, **41.70 FEET** TO AN IRON PIN SET;

COURSE 5: THENCE **NORTH 85°17'27" WEST**, **33.68 FEET** TO AN IRON PIN SET;

COURSE 6: THENCE **NORTH 67°10'51" WEST**, **315.94 FEET** TO AN IRON PIN SET;

COURSE 7: THENCE **SOUTH 56°36'49" WEST**, PASSING THROUGH AN IRON PIN SET AT **42.74 FEET** IN THE EASTERLY SIDELINE OF SAID ROOT ROAD, A TOTAL DISTANCE OF **72.74 FEET** TO THE CENTERLINE OF SAID ROOT ROAD;

COURSE 8: THENCE NORTH 33°23'11" WEST ALONG SAID CENTERLINE OF ROOT ROAD, 289.43 FEET TO THE PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD, AND CONTAINING 4.3848 ACRES OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.3965 ACRES). CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN APRIL, 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83 (2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP. PRIOR INSTRUMENT REFERENCE: INSTRUMENT NUMBER 2021-0855014, DATED 12/20/2021 OF LORAIN COUNTY RECORDS.

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE A 4.3848 ACRE SPLIT OF LAND OUT OF LAND CONVEYED TO AGLR INVESTMENTS LLC, INSTRUMENT NUMBER 2021-0855014, DATED 12/20/2021 OF LORAIN COUNTY RECORDS (PPN: 07-00-014-106-007).



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED
PROFESSIONAL LAND SURVEYOR #7388
4/25/2022

POLARIS ENGINEERING & SURVEYING INC. – 34800 CHARDON ROAD – WILLOUGHBY HILLS - OHIO

**LEGAL DESCRIPTION
PARCEL 'B'**

SITUATED IN THE CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 14, ORIGINAL RIDGEVILLE TOWNSHIP, BEING TOWNSHIP NUMBER 6 IN THE 16TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 1 INCH IRON PIN FOUND IN A MONUMENT BOX ASSEMBLY AT THE INTERSECTION OF THE CENTERLINE OF ROOT ROAD (60 FEET WIDE) WITH THE CENTERLINE OF LORAIN ROAD (60 FEET WIDE);

THENCE **SOUTH 33°23'11" EAST** ALONG THE CENTERLINE OF SAID ROOT ROAD, **289.43 FEET** TO THE PRINCIPAL PLACE OF BEGINNING:

COURSE 1: THENCE **NORTH 56°36'49" EAST**, PASSING THROUGH AN IRON PIN SET AT 30.00 FEET IN THE EASTERLY SIDELINE OF SAID ROOT ROAD, A TOTAL DISTANCE OF **72.74 FEET** TO AN IRON PIN SET;

COURSE 2: THENCE **SOUTH 67°10'51" EAST**, **315.94 FEET** TO AN IRON PIN SET;

COURSE 3: THENCE **SOUTH 85°17'27" EAST**, **33.68 FEET** TO AN IRON PIN SET IN THE NORTHWESTERLY LINE OF LAND CONVEYED TO AGLR INVESTMENTS LLC BY INSTRUMENT NUMBER 2021-0855014 OF LORAIN COUNTY RECORDS (PPN: 07-00-014-106-005);

COURSE 4: THENCE **SOUTH 58°05'43" WEST** ALONG SAID NORTHWESTERLY LINE OF AGLR INVESTMENTS LLC, PASSING THROUGH AN IRON PIN (ID: 7477) FOUND AT 22.06 FEET, AND 245.80 FEET IN THE EASTERLY SIDELINE OF SAID ROOT ROAD, A TOTAL DISTANCE OF **275.80 FEET** TO THE CENTERLINE OF SAID ROOT ROAD;

COURSE 5: THENCE **NORTH 32°21'37" WEST** ALONG SAID CENTERLINE OF ROOT ROAD, **40.40 FEET** TO AN ANGLE POINT THEREOF;

COURSE 6: THENCE NORTH 33°23'11" WEST CONTINUING ALONG SAID CENTERLINE OF ROOT ROAD, 235.85 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD, AND CONTAINING 1.0708 ACRES OF LAND (OF WHICH THE PRESENT ROAD OCCUPIES 0.1905 ACRES). CALCULATED AND DESCRIBED BASED ON A FIELD SURVEY MADE UNDER MY SUPERVISION IN APRIL, 2022 BY RICHARD A. THOMPSON JR., OHIO REGISTERED PROFESSIONAL LAND SURVEYOR #7388 OF POLARIS ENGINEERING AND SURVEYING INC. THIS DESCRIPTION HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. ALL DIMENSIONS ARE BASED ON THE U.S. SURVEY FOOT DEFINITION. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83 (2011) DATUM. ALL IRON PINS SET ARE 5/8 INCH DIAMETER BY 30-INCH-LONG REBAR WITH IDENTIFICATION CAP. PRIOR INSTRUMENT REFERENCE: INSTRUMENT NUMBER 2021-0855014, DATED 12/20/2021 OF LORAIN COUNTY RECORDS.

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE A 1.0708 ACRE SPLIT OF LAND OUT OF LAND CONVEYED TO AGLR INVESTMENTS LLC, INSTRUMENT NUMBER 2021-0855014, DATED 12/20/2021 OF LORAIN COUNTY RECORDS (PPN: 07-00-014-106-007).



Richard A. Thompson Jr.

RICHARD A. THOMPSON JR., OHIO REGISTERED
PROFESSIONAL LAND SURVEYOR #7388
4/25/2022

S:\2018 PROJECTS\18175- GREENQUEST - ROOT ROAD PARCEL - NORTH RIDGEVILLE (DRK)\2-PROJECT SURVEYING INFO\4-
LEGAL DESCRIPTIONS\ROOT & LORAIN LOT SPLIT LEGALS\PARCEL 'B' LEGAL DESCRIPTION (4.25.22).DOC

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Number 5011439-0230343e

*Note: Parcel No 1
is the legal description
for 34275 Lorain Rd*

SCHEDULE A
Continued
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LORAIN, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being part of Original Ridgeville Township Lot Numbers 11 and 14 and being further bounded and described as follows:

Beginning at an iron pin monument found at the centerline intersection of Root Road (60 feet wide) and Lorain road (60 feet wide);

Thence North 41 degrees 51 minutes 13 seconds East along the centerline of said Lorain Road, a distance of 309.32 feet to the most Westerly corner of land conveyed to JDA Ridgeville LLC, by deed recorded in Instrument Number 2016-0602214 of the Lorain County Deed Records;

Thence South 48 degrees 10 minutes 36 seconds East along the Southwesterly line of said land conveyed to JDA Ridgeville, LLC and passing through an iron pin set at 30.00 feet and passing through a 3/4-inch iron pipe found at 644.22 feet, a distance of 663.15 feet to the most Southerly corner of said land conveyed to JDA Ridgeville, LLC, said corner being in the centerline of a creek;

Thence South 52 degrees 13 minutes 41 seconds West, a distance of 152.15 feet to its intersection with the Northwesterly prolongation of the Northeasterly line of land conveyed to Lorain & Root, LLC by deed recorded in Instrument Number 2006-0182666 of the Lorain County Deed Records, said corner being in the bed of a creek;

Thence South 58 degrees 07 minutes 07 seconds West and passing through an iron pin set at 63.83 feet and an iron pin set at 287.50 feet, a distance of 317.50 feet to the centerline of said Root Road;

Form No. 1402.06
ALTA Owner's Policy (6-17-06)

Policy Number 5011439-0230343e

Thence North 32 degrees 21 minutes 25 seconds West along the centerline of said Root Road, a distance of 40.40 feet to an angle point;

Thence North 33 degrees 23 minutes 20 seconds West and continuing along the centerline of said Root Road, a distance of 525.28 feet to the principal place of beginning and containing 237,525.8855 square feet - 5.4528 acres of land more or less but subject to all legal highways, of which 0.5870 acres are within the Right-of-Way of said Root Road and Lorain Road, about 5.4248 acres are within said Original Lot 14 and about 0.0280 acres are within said original Lot 11 according to a survey performed in April 2018 by Richard Metzker of Hofmann-Metzker, Inc., Registered Professional Surveyor Number 7477.

The courses used in this description are given to the Ohio North State Plane Grid per ODOT VRS Network System, NAD (2011) and are used in indicate angles only. Iron pins set are 5/8 inch rebar - 30 inches long and capped "6752/7477". Distances are given in feet and decimals.

**Parcel Numbers: 07-00-011-103-186 and 07-00-014-106-007
Property Address: 34275 Lorain Road and V/L Rear North, North Ridgeville, OH, 44039**

Parcel No. 2:

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being part of Original Ridgeville Township Lot Number 14 and being further bounded and described as follows:

Beginning at a point at the intersection of the South line of Original Ridgeville Township Lot Number 11 and the centerline of Root Road (60 feet wide), said point being South 89 degrees 55 minutes 55 seconds West measured along said South line of Lot Number 11, a distance of 29.57 feet from a 1/2-inch iron pipe found;

Thence North 32 degrees 21 minutes 25 seconds West along the centerline of said Root Road, a distance of 1717.14 feet to the most Westerly corner of land conveyed to Lorain & Root, LLC by deed recorded in Instrument Number 2006-0182666 of the Lorain County Deed Records, said point being the principal place of beginning;

Thence North 32 degrees 21 minutes 25 seconds West and continuing along the centerline of said Root Road, a distance of 144.25 feet to a point;

