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## AGENDA

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Regular Meeting  
June 11, 2024 at 7:00 p.m.  
555 Frost Rd., Ste. 100, Streetsboro, Ohio 44241

1. **Call to Order**
2. **Pledge of Allegiance and Invocation**
3. **Roll Call**
4. **Disposition of Minutes**  
January 9, 2024; February 6, 2024; March 12, 2024; April 9, 2024
5. **Old Business**
6. **Sign Review Chapter 1159**
7. **New Business:**
  - a. Application #SUD24-1, #CUP24-7, #SPA24-9  
Kindred Breed | 8936 State Route 14 Unit C  
Applications for Similar Use Determination, Conditional Use, and Site Plan Amendment
  - b. Application #SPA24-10  
Blasiole's Pizza | 9344 State Route 43  
Site Plan Amendment for façade modifications
  - c. Application #SPA24-11  
StoryWalk Trail and Memorial | 8970 Kirby Ln  
Site Plan Amendment for new park amenities
  - d. Text Amendments  
Proposed text amendments to the Planning and Zoning Code in *Ch. 1165 – Site Development Regulations*
  - e. Moratorium  
Proposed moratorium on solar electric generation facilities
8. **Reports, Communications, and Correspondence:**  
Administratively approved signs
  - Surreal Image Tattoos | 9270 Market Square Dr. | (1) wall sign
  - Encounter | 9267 SR 43 | (1) planter sign re-face
9. **Citizens' Comments**
10. **Commission Member Comments:**  
The next regularly scheduled Planning and Zoning Commission meeting will be held on Tuesday, July 9, 2024 at 7 p.m. in City Council Chambers, 555 Frost Rd., Streetsboro, Ohio 44241.
11. **Adjournment**

# STREETSBORO PLANNING AND ZONING COMMISSION

MINUTES

January 9, 2024

*Note: These minutes were composed by extracting pertinent information and key points of testimony from an audio recording of the meeting. For detailed information and verbatim statements, the audio recording of this meeting is available upon request.*

**CALL TO ORDER:** The organizational and regularly scheduled Planning and Zoning Commission meeting was called to order on January 9, 2024 at 7:02 p.m. by Mayor Broska in City Council Chambers at 555 Frost Rd.

**PLEDGE OF ALLEGIANCE** led by Mayor Broska.

**INVOCATION** led by Mr. Pavlick.

**ROLL CALL:**

5 Commission members present including: Deb Covert, Ted Hurd, Curt Gallo, Ron Good, and Jerome Pavlick.

1 Commission member absent: Brian Salyer.

Also in attendance: Mayor Glenn Broska, Planning and Zoning Director John H. Cieszkowski, Jr., Assistant Planner Jimmy Hoppel, Law Director Paul A. Janis, and Clerk Angella Fausset.

**NOMINATION AND ELECTION OF A CHAIRPERSON**

Mayor Broska requests nominations for chairperson. Mr. Hurd nominates Jerome Pavlick for Chairperson. There were no other nominations, and the nomination was carried by voice vote unanimously. Jerome Pavlick was elected as the chairperson of the Planning and Zoning Commission for 2024. Mayor Broska turns the meeting over to Chairperson Mr. Pavlick.

**NOMINATION AND ELECTION OF A VICE CHAIRPERSON**

Mr. Pavlick requests nominations for vice chairperson. Mr. Good nominates Deb Covert for Vice-Chairperson. There were no other nominations, and the nomination was carried by voice vote unanimously. Deb Covert was nominated as Vice Chairperson of the Planning and Zoning Commission for 2024.

**ADOPT 2024 RULES AND REGULATIONS**

There were no amendments made to the 2023 Planning Commission Rules and Regulations. Mr. Good made a motion to adopt the 2024 Planning Commission Rules and Regulations. Motion seconded by Mr. Hurd.

Roll Call Vote:	Ms. Covert: Yes	Mr. Gallo: Yes	Mr. Good: Yes
Mr. Hurd: Yes	Mr. Pavlick: Yes	Mr. Salyer: (absent)	

**Motion carried.** (Yes: 5 – No: 0)

**DISPOSITION OF MINUTES:**

Mr. Hurd made a motion to accept the October 10, 2023 minutes as presented. Motion seconded by Mr. Good. By voice vote, motion passed unanimously.

**NEW BUSINESS:**

**APPLICATION #SPA23-18**

Mode of Expression/Aria Nails

9081-83 SR 14

*Site Plan Amendment for Façade Updates and Site Improvements*

Architect, Sean Thompson, with T Manfrass & Associates Architects, LLC 101 Park Way North, PO Box 71, Ravenna, OH 44266 began with a brief overview of the project, which involves a renovation of the building's façade, enhancing the appearance of the front and north-east elevations. As part of the renovation, a new roof covered walkway will be added to provide shelter from the rain for visitors.

The conversation then shifted to the issues with the current parking layout. The plan includes reconfiguring the parking lot to improve traffic flow and enhance safety. Assistant Planner, Jimmy Hoppel elaborated on the project's scope,

emphasizing that the updates will cover the exterior of the building and include modifications to the parking layout to optimize circulation and existing parking spaces. Additionally, landscaping updates will enhance the property's visual appeal.

Future signage plans were also mentioned, specifically for a monument sign, which will be subject to a separate application process. Jimmy noted that most of the comments from the planning and zoning department were minor clarifications or modifications to the site plan. However, one significant change was noted for the dumpster enclosure materials. The materials used on the enclosure will need to match the main building and be cohesive, although they don't need to be identical. The gate must be opaque and made of wood or metal, not chain link. The applicant clarified that the existing dumpster enclosure had been recently constructed with new wooden fencing slats and was intended to be painted to match the building. Jimmy stated that the enclosure would need to meet the standards that require a cohesive look with the main building.

The discussion then turned to parking lot details on directional striping and signage. It was noted that any signage in the right-of-way would require approval from the engineering department.

### **MOTION**

**Ms. Covert: I hereby move on this 9th day of January 2024, that the Streetsboro Planning and Zoning Commission approve application #SPA23-18, a Site Plan Amendment to modify the façade of the existing building and associated site improvements at:**

**Mode of Expression/Aria Nails**

**9081-83 State Route 14, Streetsboro, Ohio**

**Parcel #35-055-00-00-002-000**

**Per the site plans received on December 11, 2023. Subject to administrative review and approval of conditions attached hereto as noted in the Assistant Planner's memo dated January 3, 2024. No construction shall commence until a zoning certificate has been issued by the Planning and Zoning Department and a building permit has been issued by the Building Department. If future expansion or signage for the project is indicated on the site plan it will not be approved at this time.**

Motion seconded by Mr. Good.

Roll Call Vote:	Ms. Covert: Yes	Mr. Gallo: Yes	Mr. Good: Yes
Mr. Hurd: Yes	Mr. Pavlick: Yes	Mr. Salyer: (absent)	

**Motion carried.** (Yes: 5 – No: 0)

### **MASTER PLAN REVIEW UPDATE**

The Chairman opened the floor for comments and questions regarding the update. Mr. Cieszkowski emphasized the nearing deadline for receiving Commission input to allow for revisions before a special meeting in February, where a recommendation to the City Council would be formalized. Members discussed scheduling the special meeting for February 6th at 7 p.m., with the possibility of canceling the regular meeting on the 13th due to lack of agenda items. After confirming availability, it was agreed to proceed with the special meeting on the 6<sup>th</sup> at 7:00 p.m. without the need for a formal motion.

Discussion moved to the contents of the plan needing adjustments. The Commission Members discussed the core concept area expanding the downtown core area, especially across state route 43, to include the City Center and future City Hall. The Mayor shared perspectives on the difficulties of implementing sidewalk projects in existing developments due to infrastructure costs and the need for significant external funding. The Commission Members discussed design standards for buildings and sites, aiming to enhance aesthetics and functionality. Acknowledgment was given to the city staff's efforts in enforcing development standards and the benefits of codifying regulations for clarity and consistency.

Citizens' comments: Paul Yupa 8749 Seasons Rd. expressed concerns on the open space overlay district, suggesting that the language is too open-ended and lacks clear objectives. He recounted past instances where developers, facing unbuildable areas due to environmental constraints, utilized open space overlays to obtain density bonuses and develop smaller lot sizes, ultimately resulting in settlements that favored more to the developers than the city's intentions. He emphasized that such practices could degrade preserved natural areas. The Planning Commission acknowledged these concerns and explained how the Master Plan document serves as a guideline for future work, aimed at finding a balance between preservation and development. Additionally, Mr. Yupa questioned the rationale behind changes to the proposed density regulations in various zoning districts. Mr. Cieszkowski responded that the proposed changes aim to align the zoning regulations with existing developments and future growth scenarios. Mr. Yupa suggested the potential benefits for new zoning districts for city-owned parks and public facilities.

**REPORTS, COMMUNICATIONS, AND CORRESPONDENCE:**

- Mayor Broska announced the State of the City is scheduled for March 14th at the new community center

**COMMISSION MEMBER COMMENTS:**

The next Planning and Zoning Commission meeting will be held on Tuesday, February 6, 2024 at 7 p.m. in the Council Chambers at City Hall, 555 Frost Rd. Streetsboro, Ohio 44241 for the special meeting to recommend the draft Master Plan update to City Council.

**ADJOURNMENT:** On motion of Ms. Covert and Mr. Good seconded, by voice vote the meeting adjourned at 8:05 p.m.

**ATTEST:**

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Angella M. Fausset  
Clerk

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Jerome Pavlick  
Chairperson

# STREETSBORO PLANNING AND ZONING COMMISSION

## MINUTES

February 6, 2024

*Note: These minutes were composed by extracting pertinent information and key points of testimony from an audio recording of the meeting. For detailed information and verbatim statements, the audio recording of this meeting is available upon request.*

**CALL TO ORDER:** The Planning and Zoning Commissions special meeting was called to order on February 6, 2024 at 7:00 p.m. by the Chairperson in City Council Chambers at 555 Frost Rd.

**PLEDGE OF ALLEGIANCE and INVOCATION** led by Mr. Pavlick.

**ROLL CALL:** 4 Commission members present including: Deb Covert, Ted Hurd, Jerome Pavlick, and Brian Salyer. 2 Commission members absent: Curt Gallo, and Ron Good.

Also in attendance: Planning and Zoning Director John H. Cieszkowski, Jr., Law Director Paul A. Janis, and Clerk Angella Fausset.

**DISPOSITION OF MINUTES:** Mr. Salyer made a motion to accept the November 14, 2023 minutes as presented. Mr. Hurd seconded the motion. By voice vote, motion passed unanimously.

### NEW BUSINESS:

#### Planning Commission to recommend the draft 2023/2024 Master Plan Update to City Council

*Recommendation of the draft dated 1/25/2024 to City Council*

No additional amendments or updates were suggested by the Commission members. The Planning Director confirmed that all previous revisions had been highlighted in yellow for clarity.

#### MOTION

**Ms. Covert:** I hereby move, on this 6th day of February 2024, that the Streetsboro Planning and Zoning Commission recommend to City Council the 2023/2024 Master Plan Update draft, dated 1/25/2024, as indicated on each page in the document's header.

Motion seconded by Mr. Hurd.

Roll Call Vote: Ms. Covert: Yes Mr. Gallo: (absent) Mr. Good: (absent)

Mr. Hurd: Yes Mr. Pavlick: Yes Mr. Salyer: yes

**Motion carried.** (Yes: 4 – No: 0)

### REPORTS, COMMUNICATIONS, AND CORRESPONDENCE:

- The State of the City is scheduled for March 21st at the new community center
- Discussion regarding neon signs and open signs at various locations
- The process and timeline for City Council's consideration of the Master Plan was discussed.

### COMMISSION MEMBER COMMENTS:

The next scheduled Planning and Zoning Commission meeting will be held on Tuesday, March 12, 2024 at 7 p.m. in the Council Chambers at City Hall, 555 Frost Rd. Streetsboro, Ohio 44241.

**ADJOURNMENT:** On motion of Ms. Covert and Mr. Salyer seconded, by voice vote the meeting adjourned at 7:08 p.m.

### ATTEST:

\_\_\_\_\_  
Angella M. Fausset  
Clerk

\_\_\_\_\_  
Jerome Pavlick  
Chairperson

City of Streetsboro

**Planning and Zoning Commission**

June 11, 2024

**KINDRED**

**BREED**

8936 STATE ROUTE 14, UNIT C

APPLICATIONS FOR SIMILAR USE DETERMINATION,  
CONDITIONAL USE, AND SITE PLAN AMENDMENT

*Law Offices*  
*of*  
David M. Leneghan, Esq.  
Attorney and Counselor At Law

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(410) 223-4260

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David M. Leneghan, Esq.  
K. Scott Carter, Esq.

Writer's Phone Number (410) 653-1246  
Writer's Email [kscarter@law@gmail.com](mailto:kscarter@law@gmail.com)

May 10, 2024

Streetsboro Planning and Zoning Commission  
555 Frost Road, Ste 100  
Streetsboro, Ohio 44241

**Re: Kindred Breed, LLC**  
**Property Address: 8936 State Route 14, Unit C**  
**Similar Use Determination**  
**Permit # DA24-000005**

Dear Commissioners:

Please be advised that this office represents Kindred Breed, LLC ("**Kindred Breed**") regarding the matters discussed herein.

Kindred Breed is submitting a Conditional Use application contemporaneously with this Similar Use Determination application for a premises known as 8936 St. Route 14, Unit C, Streetsboro, Ohio 44241 (the "**Premises**").

By this application, Kindred Breed is requesting that its use of the Premises be determined similar as a nonprofit, professional, charitable, and labor organizations under Ordinance 1132.02(b)(1).

Kindred Breed is a private members only fraternal organization which requires its members to pay an initiation fee and dues. Kindred Breed was not organized to make a profit. Its mission statement is:

Kindred Breed® is One Family with unlimited potential. We as One Family strive to improve the lives of those around us through service. We freely volunteer our strength to lift children with disabilities, and open our hearts to dogs in need. We empower ourselves across all borders through camaraderie and adventure.

Kindred Breed leased the Premises to serve as its business offices and as a place where its members can hold meetings and gather socially. Kindred Breed will be obtaining a D4 liquor license which allows fraternal organizations to serve alcohol to its members only. A D4 permit does not allow sales to the public. As indicated in the Mission Statement, the members of Kindred Breed are involved in charitable and volunteer work including helping support its sister corporation which is a 501(C)(3) designated nonprofit organization.

As a private members only fraternal organization, Kindred Breed is similar to other members only fraternal organizations in the Business District such as: the Fraternal Order of Eagles Lodge 4300 ("FOE") located on State Route 14 just west of the Premises; Knights of Columbus on State Route 14 just east of the Premises; and the Veterans of Foreign Wars Post 9716 ("VFW") on State Route 43. Both the FOE and the VFW aspire to help and advocate for others in the community and also hold D4 liquor licenses.

The FOE's mission statement is:

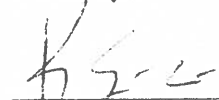
The Fraternal Order of Eagles is an international non-profit organization uniting fraternally in the spirit of liberty, truth, justice, and equality, to make human life more desirable by lessening its ills and promoting peace, prosperity, gladness and hope.

The VFW's is:

To foster camaraderie among United States veterans of overseas conflicts. To serve our veterans, the military and our communities. To advocate on behalf of all veterans.

The main difference between Kindred Breed and the FOE and VFW is that they are both organizations recognized as 501(c)(3) nonprofits and Kindred Breed is not. Accordingly, Kindred Breed requests that it be considered similar to a nonprofit / charitable organization under Ordinance 1132.02(b)(1).

Sincerely,



---

K. Scott Carter



*Law Offices*  
*of*  
David M. Leneghan, Esq.  
Attorney and Counselor At Law

Telephone  
(410) 223-1260

4807 Rockside Road, Suite 210  
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David M. Leneghan, Esq.  
K. Scott Carter, Esq.

Writer's Phone Number (410) 653-1216  
Writer's Email [kscarterclay@gmail.com](mailto:kscarterclay@gmail.com)

May 10, 2024

Streetsboro Planning and Zoning Commission  
555 Frost Road, Ste 100  
Streetsboro, Ohio 44241

**Re: Kindred Breed, LLC**  
**Property Address: 8936 State Route 14, Unit C**  
**Conditional Use Application**  
**Permit # DA24-000005**

Dear Commissioners:

Please be advised that this office represents Kindred Breed, LLC (“**Kindred Breed**”) regarding the matters discussed herein.

Kindred Breed is currently a tenant in a building located at 8936 St. Route 14, Streetsboro, Ohio 44241 (“**Building**”). The Building originally consisted of four units designated A – D. Before Kindred Breeds tenancy Unit B was combined with Unit C. Kindred Breed occupies Unit C which is 2,500 square feet (“**Premises**”). Unit A’s tenant is a plumbing company and Unit D’s is a pool company using the Unit for storage.

The Building is one of three buildings located on a parcel of real estate known as Parcel Number 30-057-00-00-047-006 (the “**Property**”). As indicated on the Site Plan, the Building is located between the two other buildings on the Property each of which has its own street address. The front building’s tenant is an Antique Mall and the rear building is used for storage. There are at least thirty (30) parking spaces available to Kindred Breed on the Property. The adjacent southwesterly parcel known as 8934 St. Route 14, Parcel Number 35-057-00-00-047-013 (“**Neighboring Property**”) which has one building constructed on it and is leased as a tattoo studio and storage. The Property and Neighboring Property are owned by the same company which is also the landlord to the tenants at each property.

The Premises is located in Streetsboro's Business District which is generally organized to promote the sale of goods and services for the purpose of encouraging local and regional shopping areas but allows for certain conditional uses such as for charitable and nonprofit organizations.

Kindred Breed is a private members only fraternal organization whose members pay an initiation fee and dues with no intent of making a profit. Kindred Breed currently has 25 active members. Kindred Breed's mission statement is as follows:

Kindred Breed® is One Family with unlimited potential. We as One Family strive to improve the lives of those around us through service. We freely volunteer our strength to lift children with disabilities, and open our hearts to dogs in need. We empower ourselves across all borders through camaraderie and adventure.

Kindred Breed leased the Premises to serve as its business office and as a place where its members can hold meetings and gather socially. Kindred Breed is in the process of obtaining a D4 liquor license which only allows fraternal organizations to sell liquor to only its members.

This letter will serve as Kindred Breed, LLC's response to the standards set forth in Ordinance 1153.03(c)(1)-(6) related to Kindred Breed's application for Conditional Use as a nonprofit, professional, charitable, and labor organizations under Ordinance 1132.02(b)(1) ("Proposed Use"). Kindred Breed is submitting a Similar Use Application contemporaneously herewith requesting it be determined that it is similar to a nonprofit/charitable organization under 1132.02(b)(1).

- (1) The Proposed Use is harmonious and in line with the general objectives of the Streetsboro's Comprehensive Master Plan because, for one, the Proposed Use is already permitted in the District. Currently there are least two other members only fraternal organizations operating within the District. Those being the Fraternal Order of Eagles Lodge 4300 ("FOE") and the Veterans of Foreign Wars Post 9716 ("VFW") each of which hold a D4 liquor for the sale of liquor to its members. Allowing Kindred Breed's Proposed Use will also put to use what was vacant space in the Building and will be economically beneficial to the City as it will bring Kindred Breed's members into the District exposing them to the many shopping and dining options located within the District as well as conveniences such as gas stations.
- (2) The Premises' appearance will remain to be harmonious with the general vicinity. The Premises is located in an existing Building on the Property. Kindred Breed will not be making any exterior modifications or constructing any improvements on the Property so the Building's appearance will remain harmonious with the character of the area. Kindred Breed's proposed use will not change the character of the Premises or the Property upon which it is located. Kindred Breed will keep the exterior of the Premises including its parking areas clean and free from debris. The Proposed Use will not change the character of the area, because as mentioned previously, other organizations in the District are permitted under 1132.02(b)(1).
- (3) The Proposed Use will not be hazardous or disturbing with the uses of other tenants at the Property and Neighboring Property. As noted above, the neighboring uses on the Property are, antique mall, plumber, and storage and the Neighboring Property is used

as a tattoo studio and for storage. The Proposed Use will not disturb any of the other businesses/tenants located on the Property as Kindred Breed's activity will generally occur after business hours and within the confines of the Premises. It may, in fact, have a positive on the business operating at the Neighboring Property. Moreover, the owner and landlord of the Property and Neighboring Property has given its approval of the Proposed Use.

- (4) The Proposed Use will not be detrimental to neighboring parcels as the parcel to the Northwest appears to be a commercial property utilized primarily as storage and the parcel to the Southeast is vacant. The Premises is far enough from the parcels directly behind the Premises as to not disturb the use of those properties. The Proposed Use will not be detrimental to the community because, as described previously, the Proposed Use is similar to other members only fraternal organizations already operating in the District. Most of Kindred Breed's activity will be innocuous and will often occur after business hours and all will be conducted within the confines of the Premises. Therefore, Kindred Breed will not interfere with other business near it and the Premises is far enough from residentially zoned areas that Kindred Breed will not impact those areas.
- (5) The Premises is located on a developed parcel of land along State Route 14 which already is adequately serviced by essential public facilities. Kindred Breed is not making any alterations to the Premises or the parcel so there will be no impact on the services already existing and will not require any updated or new public facilities or services.
- (6) The Property upon which the Premises is located is situated on State Route 14 with existing ingress and egress over the Property to the Premises and will not interfere with traffic on State Route 14. The Premises will have approximately 30 parking spaces available for its use.

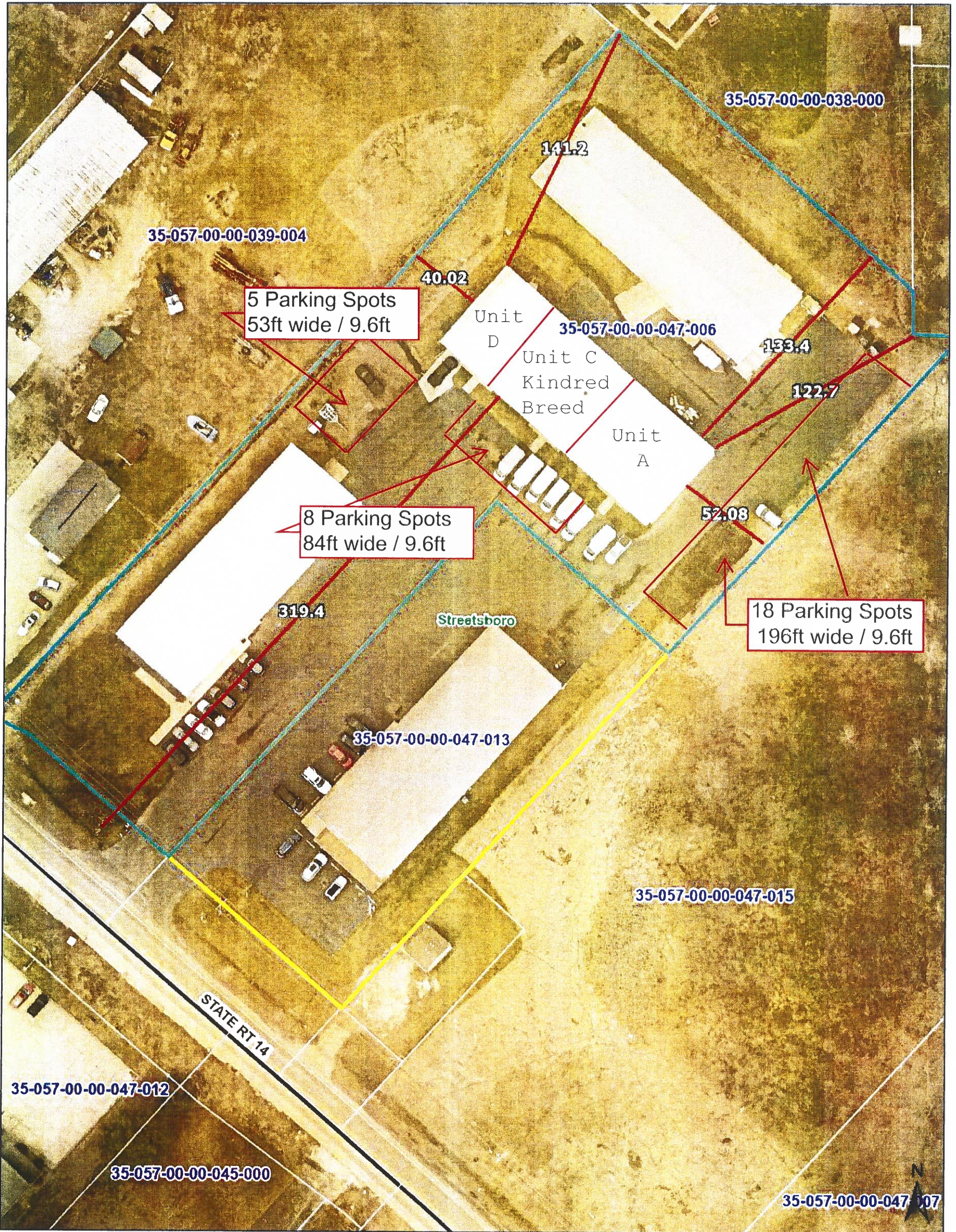
Sincerely,



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K. Scott Carter

Site Plan: 8936 St. Route 14, Unit C, Streetsboro, OH 44241; Permit # DA24-000005



The LoRandy Group, LLC  
2757 N. Salem-Warren Road  
North Jackson, Ohio 44451

April 30, 2024

Streetsboro Planning and Zoning Commission  
555 Frost Road, Ste 100  
Streetsboro, Ohio 44241

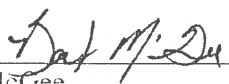
**Re: 8936 State Route 14, Unit C  
Kindred Breed, LLC**

Dear Commissioners:

I am a member of The LoRandy Group LLC which owns the property located at 8936 State Route 14, Streetsboro, Ohio 44241 (the "Property"). Kindred Breed, LLC is a tenant in Unit C of the Property (the "Premises").

The Property, and thereby the Premises, are zoned in the Business District which is primarily established for retail sales and personal services. I understand Kindred Breed is applying to be permitted to use the Premises as a place to hold its company meeting and for its member to gather and socialize and that there may be alcohol served at the Premises. The purpose of this letter is to indicate my approval of Kindred Breed's proposed use of the Premises.

Sincerely,

  
\_\_\_\_\_  
Bart McGee

TRANSFERRED  
Sec. 319.54 (F-2) 1.00  
Sec. 319.202 2432.00

JUL 07 2016

James Spoothe, KJE  
Portage County Auditor

Patty  
BONNIE M. HOWE  
PORTAGE CO. RECORDER  
201610437 -7<sup>00</sup>  
RECEIVED FOR RECORD  
AT 11/19/05  
FEE 30.00

INDEXED

### Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT, McGee Enterprise, LLC aka McGee Enterprises, LLC, an Ohio Limited Liability Company, the Grantor, who claims title by or through instruments recorded in Document Numbers 201115079 and 201300291, Portage County Recorder's Office, for the consideration thereunto given, and especially for the sum of Ten and no/100 Dollars (\$10.00) received to her full satisfaction of The LorAndy Group, LLC, an Ohio Limited Liability Company, the Grantee, whose TAX MAILING ADDRESS will be

4556 Williamsburg Drive Canfield, Ohio 44406  
does

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, her heirs and assigns, the following described premises:

#### PARCEL 1:

Situated in the City of Streetsboro, County of Portage and State of Ohio:

And known as being part of Streetsboro Township Lot 57 and further described as follows:

Beginning at an iron pipe at the southwest corner of Sublot 14 of Wiencek Allotment No. 2 as recorded in Plat Book 12, Page 25 in the Portage County Records; thence S. 87° 11' 40" E. 26.04 feet along the south line of Sublot 14 to an iron pipe; thence S. 42° 28' 20" W. 549.31 feet to the centerline of State Route 14 and passing over an iron pipe 50 feet from the road center; thence N. 47° 33' 20" W. 248.13 feet along the centerline of State Route 14 to the southeast corner of R. & E. Dean; thence N. 42° 26' 40" E. 550.00 feet to Dean's northeast corner and passing over an iron pipe 33.11 feet from the road center; thence S. 47° 33' 20" E. 212.83 feet to an Iron pipe In the west line of subplot 14; thence S. 0° 33' 40" W. 23.24 feet along said west line to the beginning. Containing 3.127 acres of land, be the same more or less but subject to all legal highways, as surveyed in February, 1982 by David L. Collier, Registered Surveyor No. 4819.

#### EXCEPTING THEREFROM THE FOLLOWING DESCRIBED:

Situated in the City of Streetsboro, County of Portage and State of Ohio:

And known as being part of Streetsboro Township Lot No. Fifty Seven (57) and further described as follows:

Starting at an iron pipe at the Southwest corner of Sublot 14 of Wiencek Allotment No. 2 as recorded in Plat Book 12, Page 25 in the Portage County Records;

Thence S. 87° 11' 40" E. 26.04 feet along the South line of Sublot 14 to an iron pipe at the most Northerly corner of J. C. Thompson;

Thence S. 42° 28' 20" W. 235.31 feet along the Northwesterly line of Thompson to an iron pipe and the true place of beginning.

Thence S. 42° 28' 20" W. 314.00 feet to the centerline of State Route 14 and passing over an iron pipe 50.00 feet from the road center,

Thence N. 47° 33' 20" W. 125.00 feet along the centerline of State Route 14;

Thence N. 42° 28' 20" E. 314.00 feet to an iron pipe and passing over an iron spike 33.00 feet from the road center;

Thence S. 47° 33' 20" E. 125.00 feet to the true place of beginning.

Containing 0.901 acres of land, of which 0.138 of an acre is in road right of way, as surveyed in August, 1990 by Edward J. Collier, Registered Surveyor No. 7141.

PARCEL 2:

Situated in the City of Streetsboro, County of Portage and State of Ohio:

And known as being part of Streetsboro Township Lot No. Fifty Seven (57) and further described as follows:

Starting at an iron pipe at the Southwest corner of Sublot 14 of Wienczek Allotment No. 2 as recorded in Plat Book 12, Page 25 in the Portage County Records;

Thence S. 87° 11' 40" E. 26.04 feet along the South line of Sublot 14 to an iron pipe at the most Northerly corner of J. C. Thompson;

Thence S. 42° 28' 20" W. 235.31 feet along the Northwesterly line of Thompson to an iron pipe and the true place of beginning.

Thence S. 42° 28' 20" W. 314.00 feet to the centerline of State Route 14 and passing over an iron pipe 50.00 feet from the road center,

Thence N. 47° 33' 20" W. 125.00 feet along the centerline of State Route 14;

Thence N. 42° 28' 20" E. 314.00 feet to an iron pipe and passing over an iron spike 33.00 feet from the road center;

Thence S. 47° 33' 20" E. 125.00 feet to the true place of beginning.

Containing 0.901 acres of land, of which 0.138 of an acre is in road right of way, as surveyed in August, 1990 by Edward J. Collier, Registered Surveyor No. 7141.

TAX MAP DEPT.  
LEGAL DESCRIPTION

SUFFICIENT  DEFICIENT  
 NO DIVISION OF LAND

Property Tax ID: 35-057-00-00-047-013 and 35-057-00-00-047-006

Property Address: 8932, 8934, 8936 and 8938 State Route 14  
Streetsboro, OH 44241

**TO HAVE AND TO HOLD** the above premises, with the appurtenances thereunto belonging, unto the said Grantee, her heirs and assigns forever.


**AND THE SAID Grantor** for herself and her heirs, executors and administrators, hereby covenant with the said Grantee, her heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell, and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances,

EXCEPT, reservations, conditions, limitations, easements and restrictions of record, zoning ordinances, if any, and real estate taxes and assessments both general and special, which are a lien but not yet due and payable

and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

Executed this 20 day of June, 2016.

McGee Enterprises, LLC, an Ohio Limited Liability Company

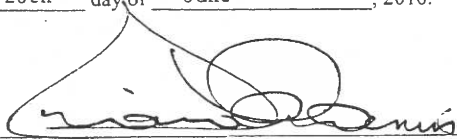
  
 by Bart McGee aka Bart W. McGee  
 its Trustee

by \_\_\_\_\_  
 its \_\_\_\_\_

State of Ohio )  
 ) SS  
 County of Trumbull )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named McGee Enterprises, LLC, an Ohio Limited Liability Company by Bart McGee its Trustee and by \_\_\_\_\_ its \_\_\_\_\_, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand and official seal, at Warren, Ohio this 20th day of June, 2016.

  
 \_\_\_\_\_  
 Notary Public

JUDITH E. DENNIS, NOTARY PUBLIC  
 State of Ohio  
 My Commission Expires 9.3.2018

This instrument was prepared by:

Gilbert L. Rieger  
 410 Mahoning Ave.  
 P.O. Box 1429  
 Warren, OH 44482

File # 110925



# COMMERCIAL LEASE AGREEMENT

The LorAndy Group, LLC.

2575 N. SALEM-WARREN RD. NORTH JACKSON OH 44451

Business Address Home Address	8938 ST RT 14 SHELTONSDOR OHIO 44231 UNIT C  2575 LorAndy Laced, Rosemead Ohio
Tenant Name Company Name Contact Name Contact Email	KINDRED GREEN LLC 40190 BIRCH LN, SHELTON, OHIO 44231 William 716-864-3750 / Moby 216-662-1137 johanna@kindredgreen.com Bill@bill75@gmail.com
Initial Term	2 year lease contract (December 1 2023) to November 30 2025 With first 12 month annual increase (see apply)
<b>RENT IS \$1500 PER MONTH, PAYABLE IN ADVANCE ON THE 27th DAY OF THE PRECEDING MONTH. RENT WILL BE CONSIDERED LATE IF NOT RECEIVED BY THE 7th OF THE MONTH.</b>	

Tenant also in this agreement known as Lessee agrees to rent from the Owner/Lessor the Premises situated at 8938 St Rt 14 Unit C Sheltonsdor Ohio hereinafter Building referred to as the Lessee KINDRED GREEN LLC AND ALL OF ITS MEMBERS agree upon the following TERMS AND CONDITIONS

1. Pay rent to: THE LORANDY GROUP  
2575 N. Salem-Warren Road  
North Jackson, OH 44451

2. Who is the owner, hereinafter referred to as Landlord/Lessor

3. Term: The term of this Lease shall begin December 1 2023 (the "Commencement date"). The initial term of this Lease shall end (November 30 2025). Lessee agrees to pay Lessor or its successor the total sum of \$36,000 payable in 24 monthly installments of \$1500. The Lease will automatically renew on the agreed upon terms for successive MONTH TO MONTH TERMS unless (A) Tenant wishes to sign new lease contract by contacting Lessor in writing (B) Tenant is in default of any provision under the Lease or (C) either party provides at least 60 days written notice prior to the end of the then current lease term that the Lease is not being renewed or all deposit will be forfeited. Any renewal shall be upon such terms and conditions (including, but not limited to, monthly rental amount) that Landlord determines in its sole discretion. Your monthly rent will be due until a suitable tenant can be found if tenant wishes to terminate lease agreement early, unless agreed otherwise and will be in writing. Lessee agrees that in the event of a month-to-month tenancy the rental amount of \$1700 per month is payable in advance 27<sup>th</sup> day of each month.

4. Late charges: If rent is not received by end of the first week each month, the tenant shall pay a late charge of 1-4 days late \$300 after 4 days and 10% of the lease each day and will be followed by a letter stating rent is late with description of late charges will be included in letter. Tenant must pay late charges by end of month. If you pay by check and your check is returned unpaid for any reason, you will be charged \$35.00 in addition to the late charge. Your rent payment is critical! Failure to pay rent on time may result in termination of this lease agreement and eviction. Landlord may report unpaid rent, late fees, damages, and other charges to a Credit Bureau for recordation in Tenant's credit file. A releasing fee of \$1000.00 shall apply along with monthly rent due until a suitable tenant can be found if tenant is evicted from the property.

- Security deposit: In addition to the first month's rent, the Tenant is required to pay a security deposit

with the Landlord the sum of \$1,500. Said deposit will not be applied for any month's rent during Tenant's occupancy but shall be held by the Landlord as a guarantee for the performance of the terms of this agreement until date of vacating. Tenants holding over past the first of the month will be responsible for the full month's rent. The Landlord shall keep that portion of the security deposit for damage on the premises caused by the Tenant or Tenant's invitees. Any unpaid rent or late fees shall also be deducted from the security deposit. Tenant shall be responsible for payment of money owed not covered by the security deposit. At the time of vacating the premises the Tenant agrees to surrender the premises in as good condition. Tenant will be considered as having vacated the premises when all keys are returned to the Landlord. Landlord will mail a security deposit settlement statement and all monies due to the Tenant within a 40-day period. Return or forfeiture of the security deposit is subject to the following terms:

- a. Tenant shall be responsible for payment of money owed not covered by the security deposit.
- b. At the time of vacating the premises the Tenant agrees to surrender the premises in as good condition. Tenant will be considered as having vacated the premises when all keys are returned to the Landlord.
- c. A written notice must be given to the Landlord two full calendar months (60 days) prior to vacating the premises. The notice must include a forwarding address. A Sixty (60) day written move out notice is required prior to the move out date and payment of rent in full during 60-day period is absolutely required. There are no exceptions. All 60-day notices must be in writing or security deposit will be forfeited.
- d. Entire premises including exterior blemishes, windows, doors, kitchen and bathroom fixtures, closets, cabinets, floors, walls, woodwork, and appliances must be clean. carpeted areas must be clean and odor free. If the carpets are not clean and odor free upon vacating the premises, a \$450.00 carpet cleaning fee will be charged.
- e. Tenants must not leave stickers, tape, nails, screws, fasteners of any kind, scratches, holes, or indentations in the walls, woodwork, or flooring unless discussed with owner.
- f. Carpets & Hard Flooring must be clean, stain free, and odor free. If stains and/or odor cannot be removed through cleaning, new carpeting/flooring will be installed and charged to you. This cost will include any labor cost involved in removing stains/odors to underlying flooring including any bleaching, priming, replacing of trim, or sub floor, and any warranted oxidizing costs.
- g. All debris, rubbish and discards must be removed from the premises including all outside parking. Lessee may be charged with a future month's rent for inhibiting future rent and will be charged for the removal of any items left behind.

5. **Renewal or termination of Lease Agreement:** New updated lease beginning December 1 2023 tenant to pay:

- a. \$1500 due to landlord by the 7<sup>th</sup> of each month.
- b. Rent to be increased to agreed upon amount due starting December 1 2025 if lease is renewed.

6. **Utilities:** Tenant shall make arrangements at their expense for all utilities including gas, electric (sewer and water is billed by landlord) and trash service and shall pay for all utilities in addition to the rent, until the termination of this Rental Agreement. Tenant shall be responsible for any damage caused by failing to keep the premises adequately heated. Tenant is responsible for replacing the furnace filter four times a year to save on heating costs by allowing the furnace to operate cleaner and more efficiently. If furnace breaks and negligence is found for filter maintenance lessee will be responsible for repair bill.

a. In addition to rent and utilities lessee shall also pay 100% of cable, telephone, internet, janitorial, and light bulb replacement.

7. **Additional occupants:** The building will be used only as a storage or business sales, as listed in this rental agreement. Written permission must be obtained from Landlord in advance for any additional occupant.  
**NO SUBLETTING**

8. **General Liability Insurance:** Lessee, at all times during the Term of this Lease, shall procure and maintain in full force and effect, general public liability insurance, insuring the Lessee against any and all claims, actions, causes of action, costs and expenses for or on account of any injury to or the death of any person or persons, or for or on account of any loss of, damage to or destruction of any property, caused by or resulting from any act or omission occurring on or about the Demised Premises or growing out of Lessee's use and occupancy of said Demised Premises with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, and not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for property damage. Such insurance shall be written with a company authorized to engage in the business of general liability insurance in the State of Ohio and shall name Lessor as an additional

insured thereunder. Said insurance shall provide that it may not be canceled without the Lessor being given at least thirty (30) days prior written notice by the insurance company. Lessee shall provide Lessor with current certificates of insurance and shall also provide Lessor with paid receipts or other evidence satisfactory to Lessor indicating payment of the premium for said insurance policy or policies at least thirty (30) days prior to the expiration of the policy or policies of insurance. At the request of the Lessor, Lessee shall also have named as additional insureds and/or lender loss payees on all such policies of public liability insurance all financial institutions and lenders that may have an interest in the Demised Premises.

**9. Inspection/inventory record.** Tenant are responsible and agrees to inspect the smoke detector(s), door locks and latches to determine if they are adequate and in good working order. Tenant shall inspect the premises for any defects and provide prompt written notice to Landlord if any item needs repair or replacement. The Tenant accepts the building as being in good safe condition unless a written exception is delivered to the Landlord within seven (7) days after the Tenant receives the keys. The absence of such notice shall indicate there were no defects in the building, appliances, or unsafe conditions existing as of the start of the tenancy. An inspection and inventory record has been provided for the purpose of documenting any defects. Tenants are encouraged to report any defect, no matter how slight. This will establish the initial condition according to the Tenant as well as the condition in which a prior tenant left the premises. The Landlord will not repair any cosmetic or nonfunctional items such as chipped sinks, etc., nor do any painting unless agreed upon. However, by adding these items to the inspection report, the Tenant will have provided documentation as to the condition of the property upon move-in. The Landlord agrees as a part of the rental agreement to have all reported functional defects repaired. This includes light switches, wall plugs, faucets, drains, plumbing fixtures, doors, etc.

**10. Indemnification.** Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from all claims, losses, costs, damages or expenses arising out of or from any accident or other occurrence on or about the Demised Premises causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify and save and keep harmless the Lessor from and against all claims, losses, costs, damages or expenses arising out of or from any accident or other occurrence on or about the Demised Premises causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all losses, costs, damages or expenses arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

**11. Maintenance:** Once the inspection report has been received, repairs as needed will be scheduled as soon as possible. Once possession is taken by tenant, at tenant's expense, shall keep and maintain, in good order, condition, and repair, the Demised Premises and every part thereof, including, without limitation, the following, even if considered the exterior portions of the Demised Premises: Clogged sinks, bathtubs, showers, ext. duct cleaning, toilets maintenance or clogs, smoke detector, fire extinguisher, interior and exterior lights, clogged or backed up sewage main lines (exempt of a collapse of sewage line), interior walls, drop ceilings and floors. Lessee after taking possession shall maintain the premises in a reasonably safe and serviceable condition and Tenant promises no tacks or nails or screws will be placed into the woodwork or walls nor any painting done without written approval first and the premises can be returned to the original condition as of the date of this tenancy. Tenant will pay for damage caused by wind, rain, or water resulting from: leaving windows or doors open, overflow of appliances, sinks, bathtubs, showers, toilets, waterbeds, or from neglect. If the premises has a dishwasher, clothes washer, dryer, garbage disposal, stove, refrigerator, or window air conditioner, the Tenant is responsible to keep them in working condition or replace.

A. Landlord is responsible for maintaining the lawn and snow removal of parking lot only. Sidewalks and sidewalks salting along with Hedging of shrubs and weeding mulch beds are the responsibility of the Tenant.

B. Lessee (tenant) will make no unlawful use of said premises and agrees to comply with valid regulations of the Board of Health, City Ordinances, the Laws of the State of Ohio and the Federal Government.

**12. LOCKS** Tenant is prohibited from adding locks to, changing or in any way altering the locks installed on the doors. All keys must be returned to Landlord upon termination of occupancy. Furthermore, **the Tenant shall be responsible for any lockouts including, and not limited to garage doors and any exterior shed/building that is used by the Tenant. Landlord will not admit Tenant after 5:00 p.m., the tenant will be responsible for hiring the services of a locksmith if the landlord is unavailable, or, for any lockout assistance after 5:00 p.m.**

**13. Quiet Enjoyment** Lessee holds the right for peace and free from molestation. The subject is located in a commercial area of the county and may be subject to traffic or other noises that arise from such commercial locations and lessor not be liable for such disturbances. Criminal activity or disturbance to neighbors shall be cause for eviction. Failure to abide by this clause shall be considered just cause for termination of this Business Lease Agreement and loss of the Security Deposit.

**14. USE IF THE PREMISES** NO "Hazardous Material" meaning toxic substance, material or waste which is or becomes regulated by or is dealt with in any "environmental requirement". Environmental requirements mean any laws, rules, regulations, judgements, decrees, orders and other restrictions of any government authority, relations to the protection of human health and safety, natural resources, conservation, the environment or to and Hazardous Material. No Junk Vehicles or debris. No uncensured, inoperable, or junk vehicles will be allowed on the premises. The premises shall be kept neat, clean, and free of debris. Satellite dishes need to be approved by Landlord and could result in a fine and immediate removal. Parking of cars allowed only in designated areas including garage, driveway and street (if applicable). No parking allowed on lawn.

NO Trash of any kind to accumulate on the said premises, in the alley, or the yard side or rear thereof.

**15. OWNER'S OR AGENT'S RIGHT TO ENTER.** Owner shall have the right to show the rental unit to prospective tenants for a period of thirty (30) days prior to the termination of this Rental Agreement. Resident shall permit Owner, Agent or Employee to have access to and enter said rental unit at any and all reasonable and necessary times for any purpose connected with the repair, improvement, care and management of the said rental unit and the building in which the same are situated. Tenant agrees to allow Owner, Agent, and/or Employee to enter said rental unit at any and all reasonable and necessary times for the purpose of inspections with Owner giving Tenant 24 hours' notice prior to entry. Tenant further agrees and gives permission to the Owner, Agent, and/or Employee to enter said rental unit immediately in the case of emergency with Owner agreeing to Tenant that notification within three (3) days from entry date stating the reason for entry. The Landlord shall be permitted, at reasonable times, to make alterations, repairs and improvements to the premises to make it more sellable or rentable. The Tenant shall cooperate in allowing showings to new prospective buyers or tenants and shall not remove or obstruct the view of any "For Sale" or "For Rent" or "Rent to Own" signs that the Landlord may place on the premises.

**16. FIRE AND CASUALTY, PARTIAL DESTRUCTION OF PREMISES OR INTERRUPTION OF USE** a. BUSINESS INTURUPTION - destruction of premises in whole or in part for a period of 14 days lessee at its option, may terminate this lease and each party may be released. b. ZONING- Should zoning prohibit or make impossible for the lessor or lessee, using diligent and timely effort to obtain necessary permits and to repair and or rebuild so that the Lessee is not able to conduct business then shall be treated as total destruction as in next paragraph. c. TOTAL DESTRUCTION- In the event of total destruction and lessee cannot conduct business for 14 days this lease may be terminated at the option of the Lessor or Lessee. Such termination shall be delivered by written notice, within 30 days after such determination. Lessee shall deliver possession with 15 days after such notice. In event of such Lessor at its option, may rebuild or not, according to its own wishes and needs.

**17. BANKRUPTCY OR INVOLVENCY OF LESSOR OR LESSEE or CHANGE OF OWNERSHIP** In the event or Lessee is adjudicated a bankrupt or in the event of a judicial sale or other transfer or Lessor or Lessee's leasehold interest by reason by any bankruptcy or insolvency proceedings, but not by death must give 10 days written notice to either party and is cause for immediate termination of said lease agreement.

**18. MECHANICS LIENS:** Any mechanic's lien filed against the Demised Premises for work claimed to have been done or for materials claimed to have been furnished to the Lessee shall be discharged by the Lessee within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner, and upon final determination of the validity of such lien or claim, Lessee shall forthwith pay any final judgment rendered against it, and shall have such lien released without cost to Lessor.

**19. LESSORS LIEN AND SECURITY INTEREST:** Lessor shall have in addition to the lien given by law, rights to proceed at law or in equity with and remedy provided by law or by this lease for the recovery of rent, or for termination of this lease due to default of any kind or consistent failure to pay rent on time.

**20. NOTICES AND DEMANDS/CHANGES SHALL BE IN WRITING**

**21 Subordination and Compliance with Lender Requirements:** This Lease is and shall be subject and subordinate to any mortgage or other lien created by Lessor, whether presently existing or hereinafter arising upon the Demised Premises and to any renewals, refinancing and extension thereof. Lessor is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, or any other lien now existing or hereinafter placed upon the

difficult 330-423-0000 9199

Demised Premises, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or amounting to the holder of any such lien as Lessor may request. If Lessee should fail to execute any subordination or other agreement required hereunder as requested, then Lessee hereby irrevocably constitutes Lessor as its Attorney-in-Fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by Lessor, execute and deliver to such persons as Lessor shall request, a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that the Lessor is not in default hereunder (or if Lessee alleges a default, stating the nature of such alleged default) and further stating such other matters as Lessor or his mortgagee shall reasonably require, including biographical and financial information of the Lessee.

22 Waiver of Subrogation Rights: Neither Lessor nor Lessee shall be liable to the other for any loss or damage to the Demised Premises resulting from any of the perils insured under any and all policies of fire and extended coverage insurance maintained by Lessor and Lessee, caused by their negligence or that of any of their agents, employees, licensees, invitees or contractors, but only to the extent of the recovery, if any, under any such policy or policies of insurance, provided, however, that this waiver shall be null and void to the extent that any such insurance shall be invalidated by reason of this waiver.

23 Exoneraton of Individuals: The Lessor or any successor in interest that may be an individual, joint venture, firm or partnership, shall not be subject to personal liability on the members of such joint venture, firm or partnership in respect to any of the covenants or conditions of this Lease. Lessee shall look solely to the equity of the Lessor in the Demised Premises, and the rents, issues and profits derived therefrom for the satisfaction of the remedies of the Lessee in the event of a breach by the Lessor.

24 Invalidity of a Particular Provision: If any term or provision of this Lease shall to any extent be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent provided by law.

25 This rental agreement contains the entire understanding of the parties and supersedes any prior written or oral understandings, representations or agreements. In the event any portion of this rental agreement shall be found not supportable under Ohio Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts of Ohio.

WE HAVE READ ITEMS 1 THRU 25 AND HEREBY AGREE TO ALL THE AFORESAID RULES AND REGULATIONS

LESSEE AGREES TO ALWAYS CALL LESSOR WITH YOUR NEW TELEPHONE NUMBER A.S.A.P.

1. TENANT/ PRINT William Schaper Jr DATE 11-21-23

2. TENANT/ SIGNATURE [Signature] DATE 11-21-23

3. TENANT/ PRINT: \_\_\_\_\_ DATE \_\_\_\_\_

4. TENANT/SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

5. LANDLORD/OWNER PRINT: Dan Mc... DATE 11-21-23

6. LANDLORD SIGNATURE [Signature] DATE 11-21-23

paid \$3,000 @ CK#1007 11-21-23. BH.

FIRST AMENDMENT TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE ("Amendment") is made effective February 1, 2024 (the "Effective Date"), by and between The LoRandy Group, LLC, ("Landlord"), whose address is 2575 N. Salem Warren Road, North Jackson, Ohio 44451, and Kindred Breed, LLC ("Tenant"), whose address is 2853 Brady Lake Road, Ravenna, Ohio 44266.

WITNESSETH

WHEREAS, Landlord and Tenant are parties to a commercial lease agreement dated November 21, 2023, with an initial term of two (2) years commencing on December 1, 2023, (the "Lease") for the premises commonly known as 8936 State Route 14, Unit C, Streetsboro, Ohio 44241 (the "Premises"), and

WHEREAS, Landlord and Tenant desire to Amend Paragraph 7 of the Lease to reflect Tenant's allowed use of the building.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing recitals are incorporated herein as a substantive part of this Amendment.


2. Amendment of Paragraph 7. Pursuant to Paragraph 20 of the Lease, Paragraph 7 of the Lease is amended and restated in its entirety as follows:

Tenant may use the Premises as a gathering and meeting space for itself and its members including serving alcohol to its members and any other use as agreed to in writing by Landlord. Written permission must be obtained from Landlord in advance for any additional occupant. NO SUBLETTING.

3. Miscellaneous. Except as expressly modified by this Amendment, the Lease and all terms and conditions therein shall remain in full force and effect with no further modifications. This Amendment may be executed by original, facsimile, or electronic signatures and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents. If there is a conflict between this Amendment and the Lease, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth beside their respective signatures, below.

"Landlord"

By:   
By: Bart McGee, its Landlord

"Tenant"

By: \_\_\_\_\_  
By: William Scharra Jr., Member

FIRST AMENDMENT TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE ("Amendment") is made effective February 1, 2024 (the "Effective Date") by and between The LoRandy Group, L.L.C. ("Landlord"), whose address is 2575 N. Salem Warren Road, North Jackson, Ohio 44451, and Krouled Breed, L.L.C. ("Tenant"), whose address is 2853 Brady Lake Road, Ravenna, Ohio 44266.

WITNESSETH

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"Landlord"

By: \_\_\_\_\_  
By: Bart McGee, its \_\_\_\_\_

"Tenant"

By:   
By: William Scharra Jr., Member

**CITY OF STREETSBORO  
MEMORANDUM**

TO: Planning and Zoning Commission

FROM: Jimmy Hoppel, AICP  
Assistant Planner

DATE: June 5, 2024

RE: Similar Use Determination, Conditional Use, and Site Plan Amendment application review for Kindred Breed

---

Company: Kindred Breed  
Address: 8936 State Route 14, Unit C  
PID: 35-046-10-00-058-000  
Zoning: B (Business)  
Applicant: K. Scott Carter  
Address: 4807 Rockside Road, Suite 240, Independence, Ohio 44131  
Property Owner: THE LORANDY GROUP LLC  
Tax Mailing Address: 2575 N Salem-Warren Road, North Jackson, Ohio 44451

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I have reviewed the plans received on 5/10/24 and offer the following comments for the Commission's consideration:

**Proposal:** The applicant is proposing to locate an organization, Kindred Breed, at the subject location. The organization is formed as a limited liability company with the State of Ohio, but the applicant has described the proposed use as the offices and meeting space of an organization that functions similar to a fraternal organization with a mission to help children with disabilities and dogs in need. Since the proposed use is not legally formed as a non-profit, they are applying for a Similar Use Determination to be deemed as similar to the uses in *Section 1132.02(b)(1): nonprofit, professional, charitable, and labor organizations*. If determined to be a similar use, they must also receive approval of a conditional use permit, as the uses in 1132.02(b)(1) are conditionally permitted, as opposed to permitted by-right. A Site Plan Amendment application must also be approved concurrent to a conditional use permit, although the applicant is not proposing any changes to the exterior of the property. They have provided a site plan to demonstrate existing setbacks and parking for the subject property.

**Comments:** See below staff's comments for all three applications. If additional information, clarification, or plan revisions are needed, the item has been added to the list of recommended conditions of approval, contained in the Recommendation section at the end of this memo.

**Similar Use Determination Comments:** The applicant has described the proposed use as "a private members only fraternal organization which requires its members to pay an initiation fee and dues". They have a mission statement of helping children with disabilities and dogs in need, with another sister corporation that is designated as a 501(c)(3) nonprofit organization. The proposed use of the space is for offices and meeting space for Kindred Breed. They have also described in their application that they will be obtaining a D4 liquor license that allows fraternal organizations to serve alcohol to its members, but



not the public. It is Staff's understanding that in many ways, they are quite similar to the fraternal organizations that they have likened themselves to (Fraternal Order of Eagles, Knights of Columbus, and Veterans of Foreign Wars). Staff does question why the applicant did not form the Kindred Breed organization as a non-profit or utilize the sister nonprofit that they are affiliated with to lease the tenant space, which would avoid the need for a similar use determination. Regardless, staff finds that the Kindred Breed and its use of the subject site to, would in fact, be similar in character to nonprofit, professional, charitable and labor organizations, which is a conditionally permitted use in the subject B (Business) zoning district.

**Conditional Use Permit Comments:** The proposed conditional use set forth within *Section 1132.02(b)(1): nonprofit, professional, charitable, and labor organizations* is subject to the six general standards for conditional uses, there are no specific conditional use requirements for this use. Staff has reviewed the applicant's materials and believe that the proposed use is in accordance with all six of the general conditional use criteria. The use is not contrary to the general objectives of the current Master Plan. Furthermore, the use of office and meeting space is in-line with the mission and community focused and not intrinsically detrimental or disturbing. The use will occur inside of an existing building on a pre-existing site that is already served by utilities and roadway access.

**Site Plan Amendment Comments:** The applicant is proposing a use in an existing multi-tenant building and has indicated that no site or exterior building modifications will be occurring as a part of the tenancy. The applicant has stated that the leased space is 2,500 square feet.

When determining the required minimum parking per the code, the ratio of one parking space for every 150 square feet (Clubs & Lodges) was utilized, resulting in a requirement of 17 parking spaces. The applicant has identified 31 parking spaces that could be utilized for their use. Based on the documents provided as well as a site visit by staff, several of the spaces appear that they may be shared by other users, dumpsters are already located there, or they are currently unimproved. Staff would recommend that in order to count the spaces toward the minimum parking requirement, that the areas identified need to be improved from gravel to asphalt and the spaces should be striped and dumpsters cannot be located where proposed parking is identified. With all of these considerations, the applicant needs to better demonstrate that parking requirements have been met.

Additionally, staff has identified that none of the dumpsters on the site for the various uses are housed within dumpster enclosures. Staff recommends that the dumpster that is utilized for the proposed use be identified on plans and that a dumpster enclosure that meets code requirements of section 1152.04(d)(1) be provided. Staff will work with the property owner to ensure that the remaining dumpsters are enclosed to code specifications.

**Staff Comments (other City Depts. and County Agencies):**

- a) Police: Comment letter dated 6/3/24 included in Commission packet. No comments.
- b) Fire: No comments letter provided at this time.
- c) Engineering: Comment letter dated 5/30/24 included in Commission packet. No comments.
- d) Water: Comment letter dated 6/3/24 included in Commission packet. No comments.
- e) Portage County Water Resources (PCWR): Comment letter dated 5/29/24 included in Commission packet.

**Similar Use Determination Recommendation:** Staff recommends that the Planning and Zoning Commission grant approval as submitted.

**Conditional Use Permit Recommendation:** Staff recommends that the Planning and Zoning Commission grant **approval** as submitted.

**Site Plan Amendment Recommendation:** Staff recommends that the Planning and Zoning Commission grant **approval with conditions subject to administrative review** to ensure that the following items have been addressed prior to issuance of a Zoning Certificate:

1. That the applicant revise plans to show improvement of gravel parking spaces to asphalt and striping of spaces in a code compliant manner, or otherwise demonstrate that the amount of currently improved parking provided meets minimum code requirements, while considering the parking requirements of other multi-tenant users.
2. That the plans be revised to show the location of the dumpster to be used by Kindred Breed, and that an enclosure be constructed that meets the code requirements of Section 1152.04(d)(1).



**STREETSBORO POLICE DEPARTMENT**

2080 State Route 303  
Streetsboro OH 44241-1707  
[www.streetsboropolice.org](http://www.streetsboropolice.org)

**Patricia J. Wain**  
Chief of Police  
Phone: 330.626.4976  
Fax: 330.626.5239  
[info@streetsboropolice.com](mailto:info@streetsboropolice.com)

To: Planning Department

From: Chief Patricia Wain

Date: June 3, 2024

Re: Kindred Breed

After reviewing the plans for Kindred Breed, 8936 SR 14 Unit C, I have no concerns or issues.

Thank you,

*Patricia Wain*

Patricia J. Wain  
Chief of Police

**Angella Fausset**

---

**From:** Justin Czekaj  
**Sent:** Thursday, May 30, 2024 2:25 PM  
**To:** Angella Fausset  
**Cc:** Ginny Maglionico  
**Subject:** FW: Site Plan Review Reports Due June 3  
**Attachments:** dept report request.pdf

Angella engineering won't have comments on these two projects. Thanks.

**From:** Ginny Maglionico <[gmaglionico@cityofstreetsboro.com](mailto:gmaglionico@cityofstreetsboro.com)>  
**Sent:** Thursday, May 30, 2024 1:48 PM  
**To:** Justin Czekaj <[jczekaj@cityofstreetsboro.com](mailto:jczekaj@cityofstreetsboro.com)>  
**Subject:** FW: Site Plan Review Reports Due June 3

Reminder

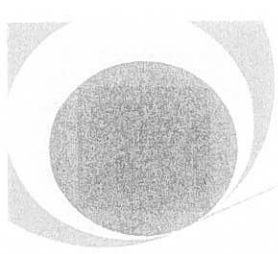
**From:** Angella Fausset <[afausset@cityofstreetsboro.com](mailto:afausset@cityofstreetsboro.com)>  
**Sent:** Tuesday, May 28, 2024 2:01 PM  
**To:** Andrea Parma <[aparma@cityofstreetsboro.com](mailto:aparma@cityofstreetsboro.com)>; Bill Miller <[bmillier@cityofstreetsboro.com](mailto:bmillier@cityofstreetsboro.com)>; Cynthia Bennardo <[cbennardo@cityofstreetsboro.com](mailto:cbennardo@cityofstreetsboro.com)>; Dennis Bowman <[dennisdbowman@gmail.com](mailto:dennisdbowman@gmail.com)>; Geoff Willa <[gwilla@cityofstreetsboro.com](mailto:gwilla@cityofstreetsboro.com)>; Ginny Maglionico <[gmaglionico@cityofstreetsboro.com](mailto:gmaglionico@cityofstreetsboro.com)>; jerry@associatedconsultingsolutions.com; Jimmy Hoppel <[jhoppel@cityofstreetsboro.com](mailto:jhoppel@cityofstreetsboro.com)>; John Cieszkowski <[JCieszkowski@cityofstreetsboro.com](mailto:JCieszkowski@cityofstreetsboro.com)>; John Evans <[jevans@portageco.com](mailto:jevans@portageco.com)>; Justin Czekaj <[jczekaj@cityofstreetsboro.com](mailto:jczekaj@cityofstreetsboro.com)>; JVence@portageco.com; Kevin Grimm <[kgrimm@streetsborofire.com](mailto:kgrimm@streetsborofire.com)>; Patricia Wain <[pwain@streetsboropolice.com](mailto:pwain@streetsboropolice.com)>; Tommy Weidele <[tweidele@cityofstreetsboro.com](mailto:tweidele@cityofstreetsboro.com)>  
**Subject:** Site Plan Review Reports Due June 3

Dear all,

The attached PDF contains a link to view the plans.

Angella M. Fausset  
Clerk  
Planning and Zoning Department  
City of Streetsboro  
(330) 422-2098  
[afausset@cityofstreetsboro.com](mailto:afausset@cityofstreetsboro.com)

NOTE: This message and any response to it may constitute a public record and thus may be available to anyone who requests it.



*City of Streetsboro*

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**WATER DEPARTMENT  
Site Plan Review Report**

6/3/2024

**Project: 8936 S.R. 14 Unit C**

**Reviewed By:** Thomas Weidele Water Operator 1 / GIS Administrator

Streetsboro Water Department  
2094 State Route 303  
Streetsboro, Ohio 44241  
Phone: (330) 626-2856  
Email: Tweidele@cityofstreetsboro.com

**Site Plan:**



Approved as Submitted



Site Plan Requires Revisions

**Additional Comments:** The Water Department has no revisions that are needed as submitted.



**Board of Commissioners**

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**Anthony J Badalamenti, President**  
**Sabrina Christian-Bennett, Vice President**  
**Mike Tinlin, Board Member**

**Water Resources Department**

Date: May 29, 2024

To: Angela Fausset  
Streetsboro Planning and Zoning Department

Re: Request for Site Plan Review  
Kindred Breed  
8936 State Route 14 Unit C

After review, the project does not require further coordination or review from our office.

Feel free to contact me with any questions.

Thanks,

A handwritten signature in blue ink that reads "Joe Andrassy".

Joe Andrassy  
Project Engineer  
Portage County Water Resources  
Cell: 330-842-3221  
Email: [jandrassy@portageco.com](mailto:jandrassy@portageco.com)



---

8116 Infirmary Rd. Ravenna, OH 44266 330.297.3670 330.297.3689 (fax)

**"An Equal Opportunity Employer"**

"To provide public water and wastewater services in order to preserve and promote the health and safety of the Portage County Community."

City of Streetsboro

**Planning and Zoning Commission**

June 11, 2024

**BLASIOLE'S**

**PIZZA**

9344 STATE ROUTE 43

APPLICATION FOR SITE PLAN AMENDMENT TO MAKE  
FAÇADE MODIFICATIONS

# Estimate

Apollo Supply Co Inc  
 38396 Apollo Parkway  
 Willoughby, Ohio 44094

12625 Berea Rd  
 Cleveland, Ohio 44111

Date	Estimate #
4/26/2024	15566

Ship To
JAKE, BLASIOLE PIZZA 330-603-7707 9344 ST SR 34 STREETSBORO, OH AHB

P.O. No.	Rep	Project
	HOUSE	

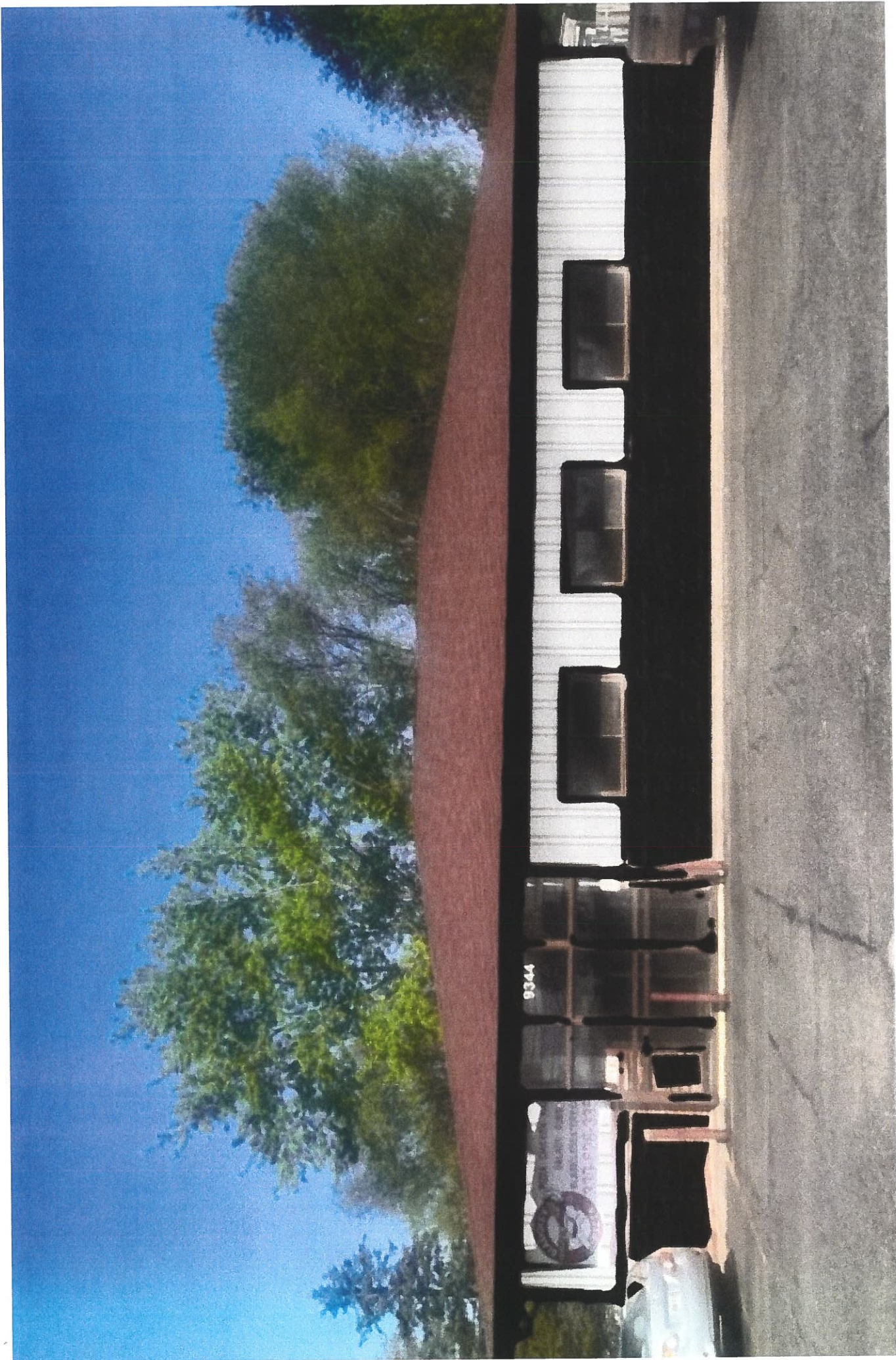
Qty	Description	Cost	Total
	** PLEASE LET ME KNOW IF THIS IS GOOD TO ORDER ** QT 569384		
3	VINYLMAX WINDOWS, EDISON, BLACK/WHITE, LOWE, REPLACEMENT, 1/2 SCREENS 3 - 2LS - 70 1/2 X 34	511.01	1,533.03T
34	PROVIA CEDAR PEAKS WHITE BOARD & BATTEN 16 PER CT 1 SQ **** 2 SQ	10.08	342.72T
25	HEARTLAND 1/2 J CHANNEL WHITE 36 PER BX	6.18	154.50T
132	GENTEK 0.44 SIGNATURE SUPREME 4" SNOW WHITE 12pc per *** 11 sq	8.43	1,112.76T
2	REX WRAP PLUS APOLLO HOUSE WRAP 9 X 100	98.00	196.00T
14	STEEL STARTER STRIP 25 PCS PER BX-40BX PER SKID GSSV5	6.58	92.12T
2	PROVIA 5/8 OUTSIDE CORNER WOODGRAIN LIFESTYLE WHITE 10 pcs per bx	24.46	48.92T
2	CERTAINTED OUTSIDE CORNERS TUXEDO	24.46	48.92T
35	HEARTLAND 58 J CHANNEL LIFESTYLE WHITE 40 PER BX	8.43	295.05T
1	30# ROOFING NAILS 2"	74.79	74.79T
2	QUALITY .019 BLACK TRIM COIL 24 X 50	123.55	247.10T
6	QUAD BLACK CAULK #003 12 PER CASE	8.01	48.06T
1	QUAD WHITE CAULK #001 12 PER CASE	8.01	8.01T
1	1# TRIM NAIL BLACK #0003	15.66	15.66T
1	MID AMERICA LIGHT BLOCK CT COL WHITE/HD WHITE GP WHITE #117	16.12	16.12T
2	MID AMERICA SPLIT BLOCK CT COLO WHITE/HD WHITE #117	16.12	32.24T

**Total**

Signature

Phone #	Fax #
440-942-4647	440-942-4878

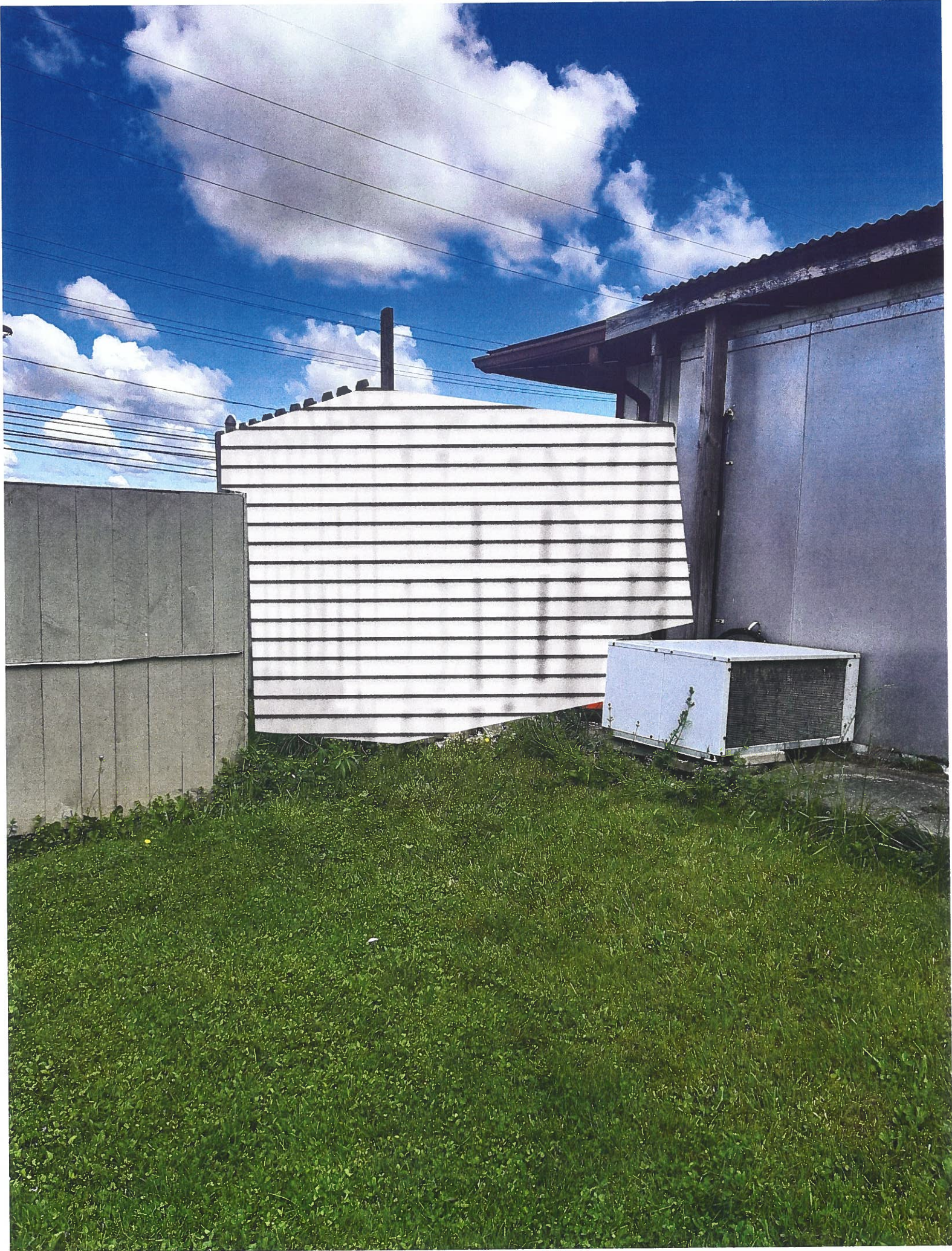












TITLE PROFESSIONAL S. INC.  
# 07-1573-A

# Know all Men by these Presents

That we, Graham S. Harmon and Grace M. Harmon, husband and wife

, the Grantors,

who claim title by or through instrument, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, County \_\_\_\_\_

Recorder's Office, for the divers good causes and considerations thereunto moving, and especially for

the sum of Ten and 00/100 ----- Dollars (\$10.00)

received to our full satisfaction of Jack Blasiolo, a married man, and Kimberly N. Blasiolo

a married woman, for their joint lives, remainder to the survivor of them, the Grantees.

whose TAX MAILING ADDRESS will be \_\_\_\_\_

do

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns, and to the survivor of them, his or her separate heirs and assigns the following described premises:

situated in the City \_\_\_\_\_ of Streetsboro, County of Portage and State of Ohio:

Situated in the City of Streetsboro, County of Portage and State of Ohio and known as being Sublot 64, Brugman Subdivision, as the same is platted, numbered and recorded in Plat Book Number 16, Page 5, Portage County Records of Plats. be the same more or less, but subject to all legal highways.

### EXCEPTING THEREFROM THE FOLLOWING:

Situated in the State of Ohio, County of Portage, City of Streetsboro, being a part of the Original Streetsboro Township Lot 46 Town 4 North, Range 9 West and part of Lot 64 in the Brugman Subdivision as recorded in Plat Book 16, Page 5 of the Portage County Records, in the Connecticut Western Reserve and being more particularly described as follows: Being a parcel of land lying on the right side of the centerline of right of way of POR-43-17.28 made by the Ohio Department of Transportation as recorded as Plat 2002-28 of the records of Portage County and being located within the following described points in the boundary thereof: Beginning at a point at the southwest corner of the above mentioned Sublot 64, said point being on the existing east right of way line of State Route 43 and being 30.00 feet right of centerline Station 141+29.40 of State Route 43, said point also being the TRUE POINT OF BEGINNING of the parcel herein described: thence North 0° 29' 32" West along the existing east right of way line of State Route 43, a distance of 68.88 feet to an angle point on the existing east right of way line of State Route 43; thence North 0° 25' 45" West along the existing east right of way line of State Route 43, a distance of 21.26 feet to a point on the north line of Sublot 64; thence North 89° 34' 15" East along the northerly line of Sublot 64, a distance of 5.11 feet to an iron pin set on the proposed east right of way line of State Route 43; thence South 0° 31' 21" East along the proposed right of way line for a distance of 90.13 feet to an iron pin set on the south line of Sublot 64; thence South 89° 30' 28" West along the southerly line of Sublot 64, a distance of 5.18 feet to the TRUE POINT OF BEGINNING. The above described area is 0.011 Acres and is contained within Portage County's Auditors Permanent Parcel Number 35-046-10-00-058-000.

The basis of bearings in this description are based on The Ohio State Plans Coordinate Grid System, North Zone, NAD83. Iron pins set in the above description are 3/4 inch diameter x 30 inch long bars with a 1 1/2 inch diameter aluminum cap marked "ODOT R/W, District 4", "URS Corp". The stations referred to herein are from the centerline Right of Way of State Route 43 as found in the O.D.O.T Right of way Plan POR-43-17.28 on file in the Department of Transportation, Columbus, Ohio. This description was reviewed in September 2001 by Richard E. Rockich, P.S. No. 5680 of URS Corp. This description is based on a survey made by URS Corporation under the direction of Richard E. Rockich, Registered Surveyor, Number 5680 in September 1999.

be the same more or less, but subject to all legal highways.

10/2/07 TAX MAP DEPT.   
LEGAL DESCRIPTION  
 SUFFICIENT  DEFICIENT  
 NO DIVISION OF LAND

To Have and to Hold the above granted and bargained premises, with the appurtenances thereto belonging, unto the said Grantees, their heirs and assigns, and to the survivor of them, his or her separate heirs and assigns forever.

And the said Grantor s , for themselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantor s are the true and lawful owner s for said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except restrictions, current taxes, conditions of record, zoning ordinances, if any, and all legal highways;

and further, that said Grantor s will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

And for valuable consideration

do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all right and expectancy of Dower in the above described premises.

Executed, this 17th day of September in the year of 2007 A.D.

TRANSFERRED  
Sec. 319.54(F-2) 7320.00  
Sec. 319.202

OCT 02 2007

Graham S. Harmon  
Graham S. Harmon  
Grace M. Harmon  
Grace M. Harmon

State of Ohio }  
Portage County, } ss  
Janet Espinoza  
Portage County Auditor

Before me, a notary public in and for said County and State, personally appeared the above named

Graham S. Harmon and Grace M. Harmon

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Ravenna, OH this 17th day of September in the year of 2007 A.D.

This instrument prepared by Gerald B. Graham, Attorney at Law 204 S. Meridian, Ravenna, OH (INSTRUMENT NO. 3054)

GERALD B. GRAHAM, Attorney-At-Law Notary Public - STATE OF OHIO My Commission has no Expiration Date Section - 147.03 R.C.

Warranty Deed

tp BONNIE M. HOWE PORTAGE CO. RECORDER

200722074 8-25

RECEIVED FOR RECORD

AT 140302 FEE 2800

TO

INDEXED

Transferred \_\_\_\_\_ Dear of \_\_\_\_\_ COUNTY AUDITOR \_\_\_\_\_ State of Ohio \_\_\_\_\_ County of \_\_\_\_\_ ss \_\_\_\_\_ Received for Record on the \_\_\_\_\_ day of \_\_\_\_\_ Year of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. \_\_\_\_\_ and Recorded \_\_\_\_\_ Year of \_\_\_\_\_ in \_\_\_\_\_ Deed Book \_\_\_\_\_ Page \_\_\_\_\_ COUNTY RECORDER \_\_\_\_\_ Recordors Fee \$ \_\_\_\_\_

# CITY OF STREETSBORO

## MEMORANDUM

TO: Planning and Zoning Commission

FROM: Jimmy Hoppel, AICP  
Assistant Planner

DATE: June 5, 2024

RE: Site Plan Amendment Review for Blasiolo's Pizza façade changes

---

Company: Blasiolo's Pizza

Address: 9344 State Route 43

PID: 35-046-10-00-058-000

Zoning: B (Business)

Applicant: Jack Blasiolo

Address: 9344 State Route 43, Streetsboro, OH 44241

Property Owner: BLASIOLE JACK & KIMBERLY

Tax Mailing Address: 9344 State Route 43, Streetsboro, OH 44241

---

I have reviewed the plans stamped received on 5/13/24 and offer the following comments for the Commission's consideration:

**Proposal:** The applicant is proposing façade changes to the existing Blasiolo's Pizza. This includes: 1) updating the siding to vertical and horizontal white vinyl 2) painting the existing brick and trim around the entry and windows 3) modifying the color scheme from tan and brown to white and black and 4) wrapping the existing attached dumpster enclosure with white siding as well.

**Comments:** See below staff's Site Plan Amendment Review comments. If additional information, clarification, or plan revisions are needed, the item has been added to the list of recommended conditions of approval, contained in the Recommendation section at the end of this memo.

**General:** Staff has reviewed improvements relative to Code requirements. The site is constrained by existing conditions making it difficult to modify the site to comply with all required code provisions (ex – setbacks), however, the proposed façade changes are limited and comply with Code provisions, particularly the exterior appearance of the dumpster enclosure.

**Staff Comments (other City Depts. and County Agencies):**

The proposed scope of changes does not trigger review from other City Departments and/or County agencies.

**Recommendation:**

Staff recommends that the Planning and Zoning Commission grant approval as submitted.



City of Streetsboro

**Planning and Zoning Commission**

June 11, 2024

# STORYWALK TRAIL & MEMORIAL

8970 KIRBY LANE

APPLICATION FOR SITE PLAN AMENDMENT TO INSTALL A  
STORYWALK TRAIL AND A CHILDRENS MEMORIAL ARCH IN  
THE CITY PARK

# Memo

**To:** Planning Commission Members  
**From:** Greg Mytinger, Parks & Recreation Director  
**CC:** John Cieszkowski, Planning Director  
**Date:** 6/5/2024  
**Re:** City Park Master Plan Amendment: Addition of Permanent StoryWalk and Love Locks Memorial

---

Planning Commission Members,

The Parks & Recreation Department is seeking Planning Commission approval for the installation on two amenities to be located within City Park, Located at 8970 Kirby Lane.

## Permanent StoryWalk within City Park

The new permanent StoryWalk would be located north of the main drive that divides the park property. The new StoryWalk would utilize existing concrete walkways and dirt paths established in the wooded area east of the tennis/pickleball courts as the basis for the StoryWalk route. The lower section of the path/walkway could be installed in the future (as funding becomes available) but will start as a grass walkway first.

### **Distance from property lines:**

- West: 70' from Streetsboro City Schools property line to the West (close to the public library)
- North: 860' from State Route 303 to the North.
- East: 1,292' from the neighboring property line to the East.
- South: 1,540' from the neighboring property line to the South

## City of Streetsboro Childrens Memorial Arch

The Children Memorial Arch is suggested to be installed on the North section of City Park across from the Community Center. (see attachment for placement).

The Children's Memorial Arch is intended to provide this beautiful symbol of remembrance to Parent's that have lost a child. It's the hope that the Memorial Arch will become a cherished part of our park.

The intention is for parents to lock Love Locks in the arch, creating a memorial. Love Locks are padlocks that are locked to bridges, gates fences or monuments to symbolize their love or remembrance of individuals.

The memorial will consist of two benches, an informational pedestal sign, garden Moon Arch and flower bed with annuals and perennials. The Moon Arch will be secured to concrete foundations. No Climbing Signs will be posted.

The Moor Arch and informational pedestal will be encircled with a mulch bed. Annual and perennial flowers will be planted in the mulch bed. Final dimensions of the mulch bed are yet to be determined.

**Distance from property lines:**

- West: 800' from Streetsboro City Schools property line to the West (close to the public library)
- North: 1, 200' from State Route 303 to the North.
- East: 1,115' from the neighboring property line to the East.
- South: 1,580' from the neighboring property line to the South

**Attached documents**

**Area Map** – Map showing City Park property with amenities. The two suggested additions are highlighted as 1 – StoryWalk addition and 2 Children's Memorial Arch addition.

**Streetsboro City Park StoryWalk**

- Proposed map and suggested locations of StoryWalk pedestals.
- Images of future planned crushed limestone walkway and pedestal installation.

**City of Streetsboro Children's Memorial Arch**

- Rendering of memorial
- Moon Gate information including dimensions.

If there are any questions, please feel free to contact the Parks & Recreation office at 330-626-3802.

Greg Mytinger, CPRP  
Parks & Recreation Director

# Streetsboro Parks & Recreation

## Streetsboro City Park Master

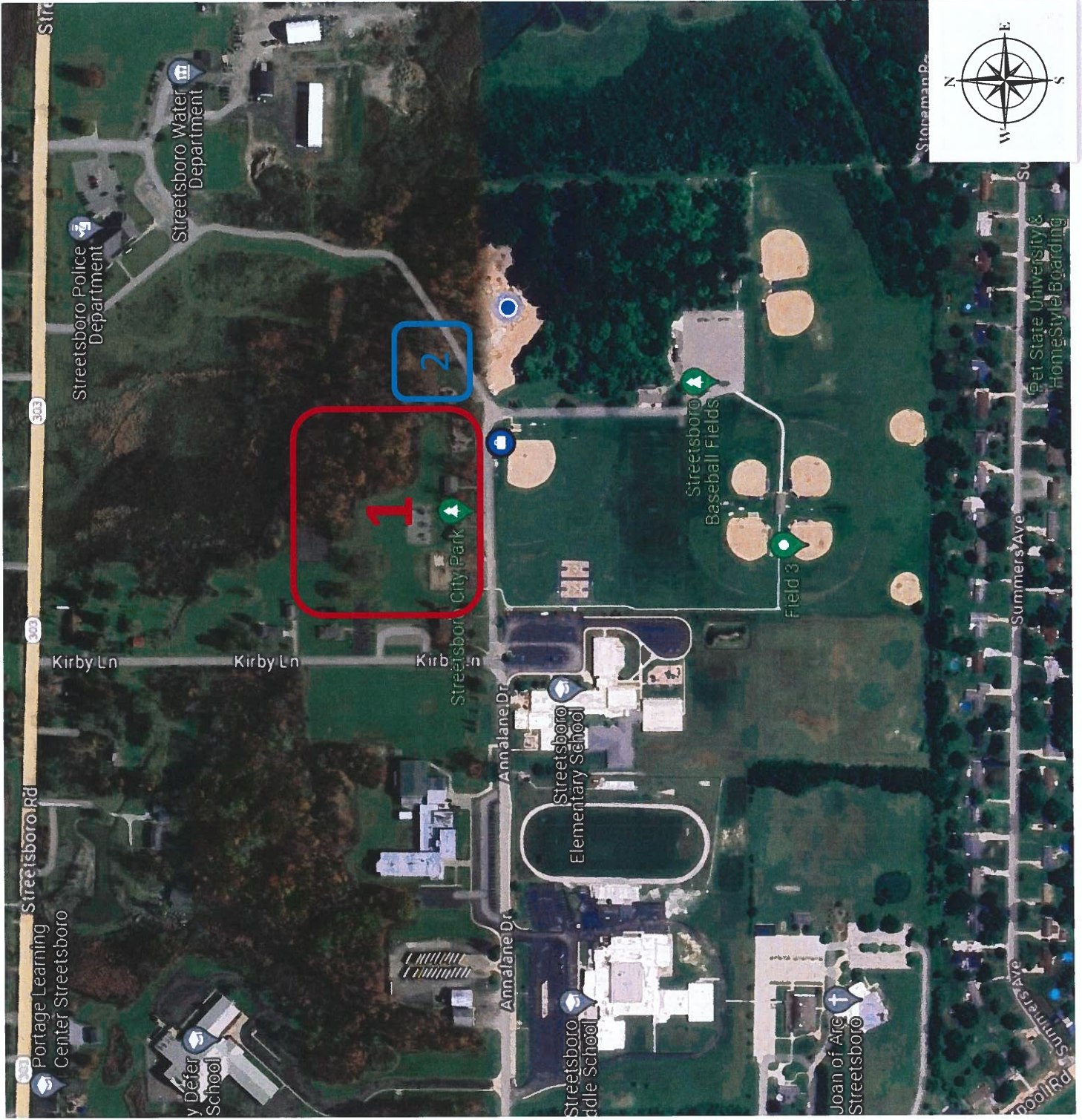
Plan—update May 2024



Proposed location for permanent StoryWalk



Proposed location for Love Locks Memorial



## Streetsboro City Park's StoryWalk

Estimated 1/4 mile loop path

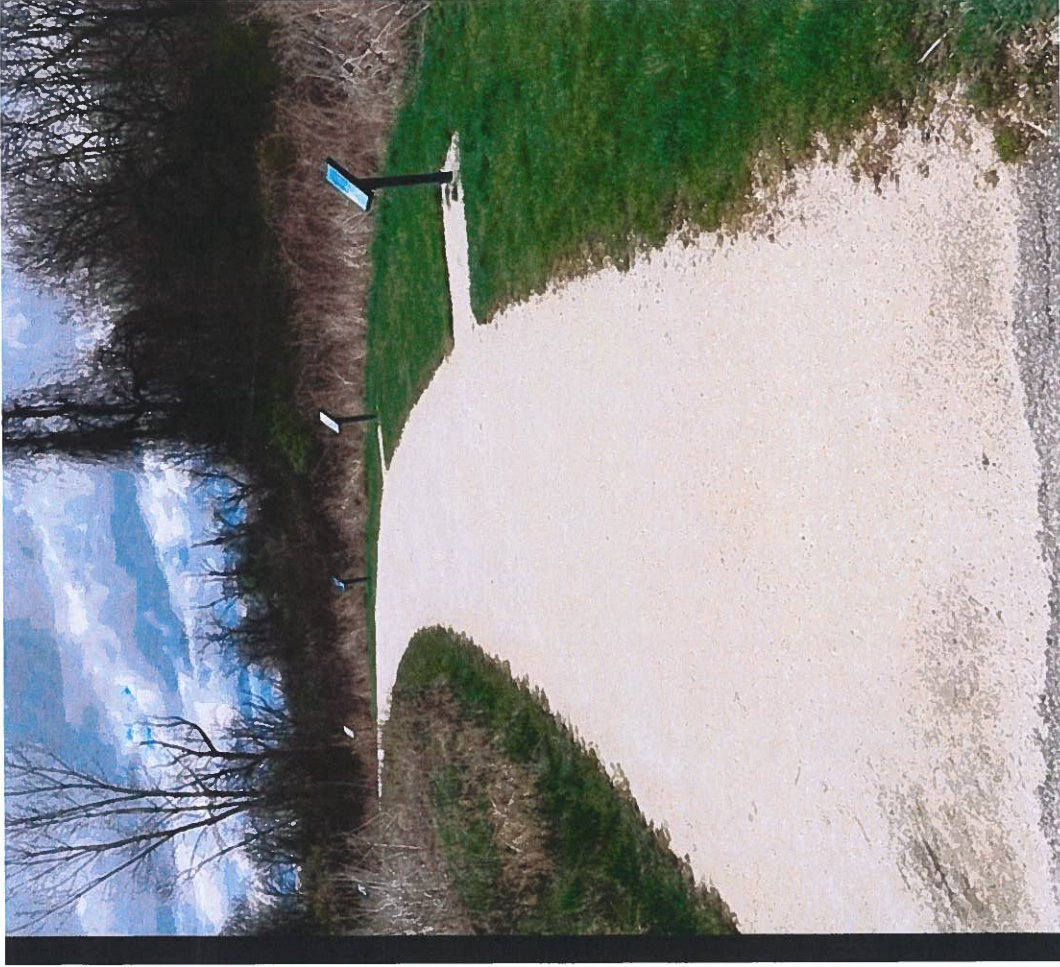
20-24 StoryWalk Posts (indicated on the map as blue dots)

Yellow path line indicate existing concrete walkways. Green path lines indicate existing paths through the woods.

Grey path lines indicate future paths. Red path lines indicate future concrete walkways.

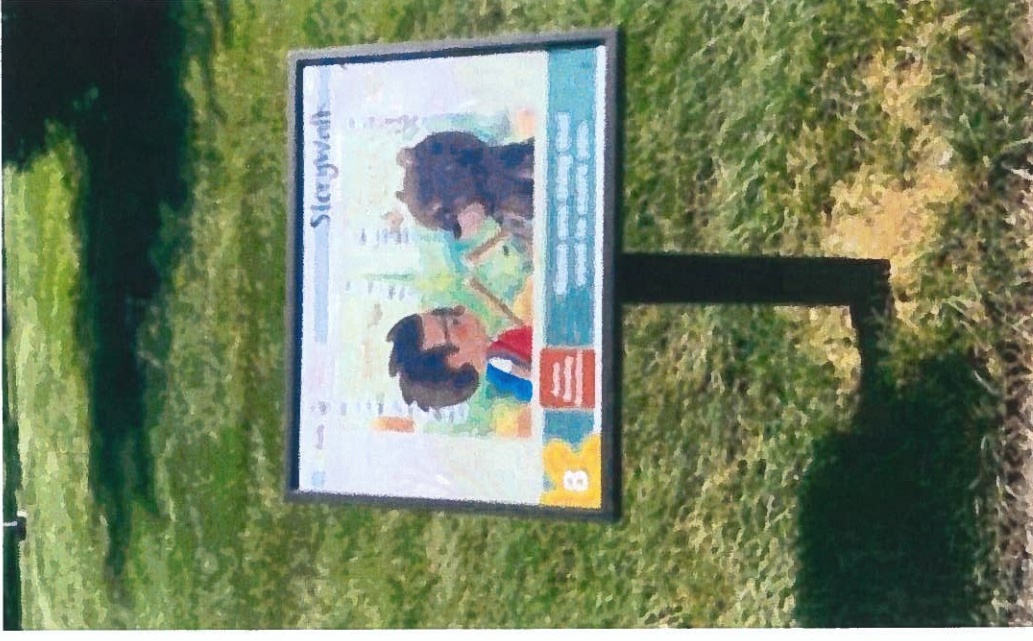


## Streetsboro City Park StoryWalk



The future plans for the Grey path would be the installation of crush limestone walkways with StoryWalk location positioned adjacent to the path.

The path would be an estimated 6 foot wide.



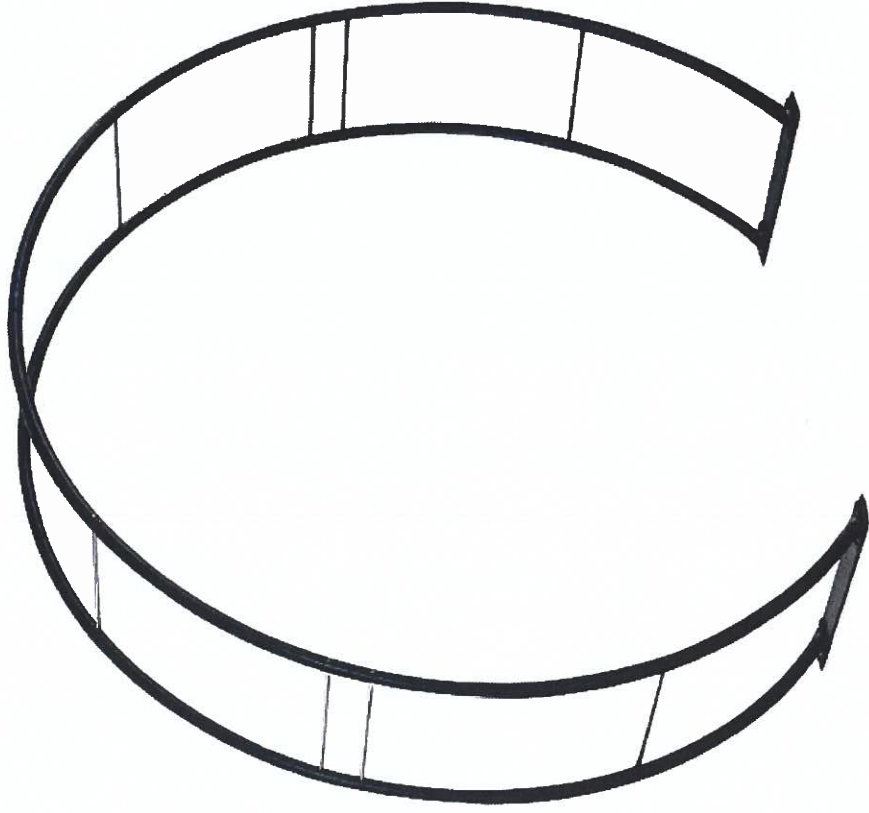
StoryWalk posts would be evenly spaced out along the 1/4 mile loop. The pedestal will be installed to that the reading panel reaches a recommend height of 28" - 32" from the ground.

# City of Streetsboro Children.s Memorial Arch



# City of Streetsboro Childrens Memorial Arch

## Moon Arch



The moon arch will be secured to a concrete base using concrete anchor bolts.

The arch will have signage indicating that it is not meant for climbing of any sort.



### Description

Create an inviting passageway to your garden with the circular opening to the Moon Gate circle arch. This arch is also a perfect backdrop to a wedding or event. Say "I do" under a circle beautifully adorned with flowers for your special day.

- Made of tubular steel powder coated in black to protect it from the elements
- Can be used in ground or indoors by standing it on the steel plates
- 4 x 18" ground spikes included to anchor base plates when used outdoors
- Assembly Required
- Tubular steel is 1.5" Diameter and 2mm steel thick

### 2 sizes Available:

#### Large:

- 84" tall in center
- 89" wide
- 20" front to back
- 47 1/2" outside across base, 40" inside.
- Approximately 70 pounds

#### Extra Large:

- 108" tall in center
- 120" wide
- 20" front to back
- 75" outside across base, 67" inside.
- Approximately 76 pounds



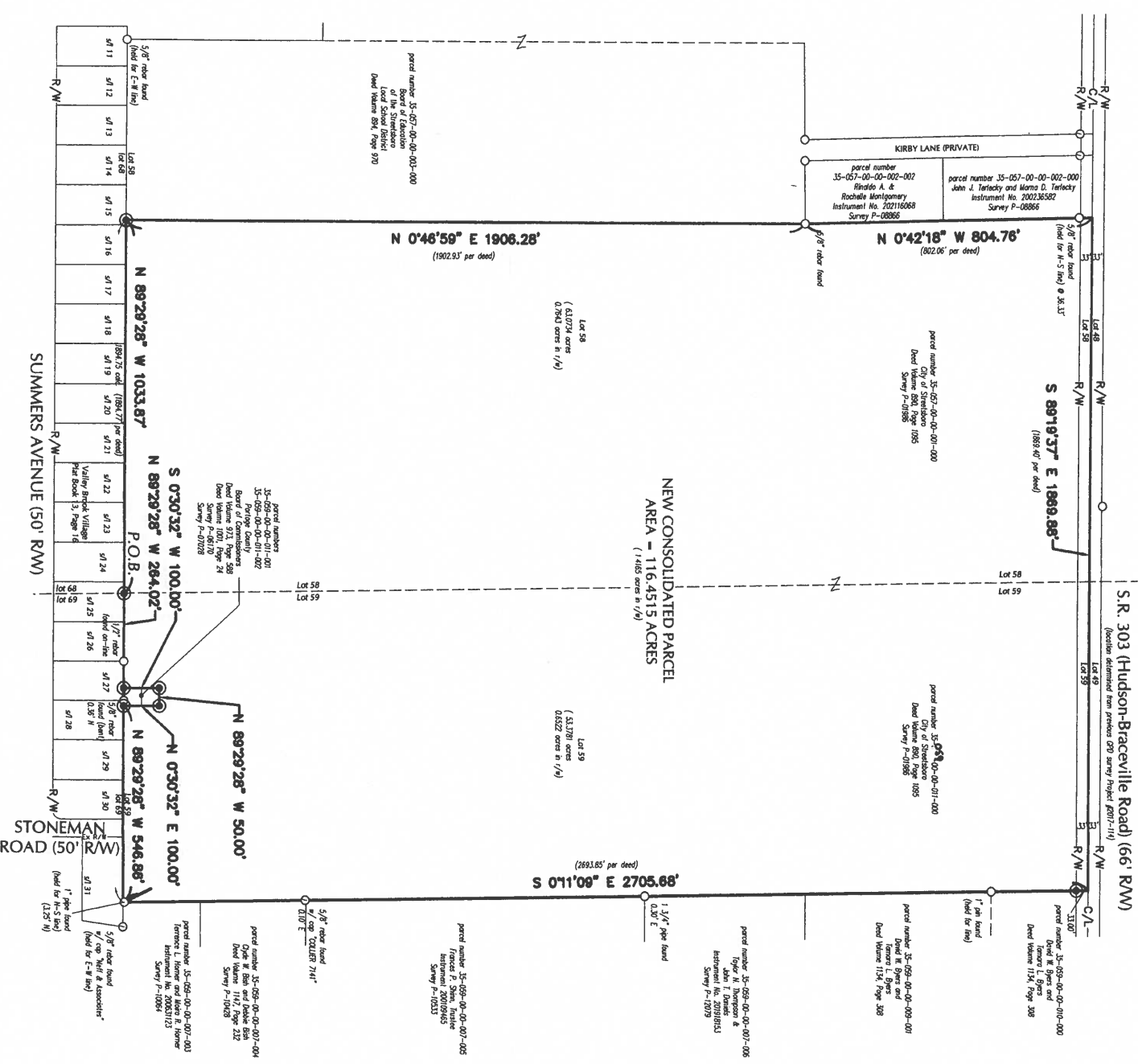
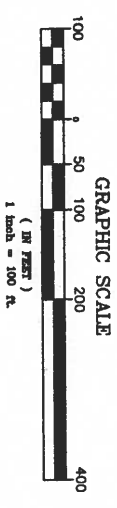
5-10-2023

# LOT CONSOLIDATION PLAT FOR CITY OF STREETSBORO, OHIO PART OF ORIGINAL STREETSBORO TOWNSHIP, LOT NUMBERS 58 AND 59, CITY OF STREETSBORO, COUNTY OF PORTAGE, STATE OF OHIO

N (P-19409)

**BASIS OF BEARING:**  
STATE PLANE COORDINATE, NAD 83 (2011)  
GRID NORTH ZONE DERIVED THROUGH THE  
DOT11 VARS WITH CLASS OBSERVATIONS

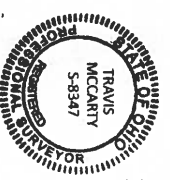
- LEGEND:**
- EXISTING ROW PIN FOUND AS NOTED
  - 5/8" x 3/8" BEARER WITH CAP "201" SET
  - EXISTING PROPERTY LINE
  - R/W- EXISTING RIGHT OF WAY LINE
  - C/L- EXISTING CENTER LINE
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING



**APPROVALS:**

APPROVED THIS 10<sup>th</sup> DAY OF January 2023  
*[Signature]*  
 CITY ENGINEER

APPROVED THIS 10<sup>th</sup> DAY OF January 2023  
*[Signature]*  
 PLANNING AND ZONING DIRECTOR



I HEREBY CERTIFY THAT THE SURVEY DETAILED HEREON WAS MADE UNDER MY  
 DIRECTION DURING THE MONTH OF 2022 AND THE SURVEY IS TRUE AND COMPLETE  
 AS SHOWN.

*[Signature]*  
 TRAVIS MCCARTY, Ohio Professional Surveyor No. 8347  
 DATE 12/14/2022

JOB NO.  
20222008.10

1 of 1

**GPD GROUP**  
 520 South Main Street, Suite 2331, Akron, Ohio 44311  
 330-572-2100  
 Fax: 330-572-2101

# CITY OF STREETSBORO MEMORANDUM

TO: Planning and Zoning Commission

FROM: Jimmy Hoppel, AICP  
Assistant Planner

DATE: June 5, 2024

RE: Site Plan Amendment Review for City Park (Memorial Arch and Storywalk)

Company: City of Streetsboro Parks and Recreation Department

Address: 2094 State Route 303

PID: 35-059-00-00-011-000

Zoning: R-2 (Medium Density Urban Residential)

Applicant: Greg Mytinger, Parks and Recreation Director

Address: 9184 State Route 43, Streetsboro, Ohio 44241

Property Owner: CITY OF STREETSBORO OHIO

Tax Mailing Address: 9184 State Route 43, Streetsboro, Ohio 44241

---

I have reviewed the plans stamped received on 5/13/24 and offer the following comments for the Commission's consideration:

**Proposal:** The applicant is proposing improvements to City Park which include a Memorial Arch and a Storywalk trail. A description of each park amenity has been included in the applicant's narrative.

**Comments:** See below staff's Site Plan Amendment comments.

- 1. General:** Staff has reviewed proposed improvements of City Park. Staff believes that the story walk and memorial arch will be an improvement to City Park and provide residents with additional amenities. The proposed improvements are appropriate for the park setting. They do not impact parking and meet setbacks for structures.
- 2. Staff Comments (other City Depts. and County Agencies):** Due to limited scope, comments from other City Departments and County Agencies were not applicable.

**Recommendation:**

Staff recommends that the Planning and Zoning Commission grant approval as submitted.

City of Streetsboro

**Planning and Zoning Commission**

June 11, 2024

**TEXT**

**AMENDMENTS**

**CH. 1165 SITE DEVELOPMENT REGULATIONS**

**PROPOSED TEXT AMENDMENTS TO THE PLANNING AND  
ZONING CODE**

## CITY OF STREETSBORO MEMORANDUM

TO: Planning Commission Members

FROM: Justin A. Czekaj, P.E.  
City Engineer

DATE: June 5, 2024

RE: Revision to Chapter 1165 - Site Development Regulations

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Chapter 1165 requires a cash deposit from the builder as a guarantee that all requirements and standards of the ordinance are satisfied upon completion of the project. There are increasing instances where the builder is requiring the homeowner to pay for this deposit. This effectively lessens the city's ability to hold the builder to the standards of this chapter, and instead we now must rely on the homeowner to complete the work. This is causing frustration for both the homeowners and the city.

The Engineering Department is requesting the attached changes to Chapter 1165 to guarantee the performance of the builder, not the homeowner, through a surety bond instead of a cash deposit. This ensures that the builder will remain responsible for completing the project in accordance with our ordinances. This change will allow the city to better protect our new residents.

## CHAPTER 1165

### Site Development Regulations

1165.01 General requirements.

1165.02 Surveying.

1165.03 Topographical site plan and approvals required for all buildings.

1165.04 Topographical site plan requirements for single, two and three family dwellings.

1165.05 Topographical site plan requirements for other development.

1165.06 Requirements for all topographical site plans.

1165.07 Deposits and fees.

1165.08 Conflict.

1165.09 Injunction proceedings.

1165.99 Penalty.

#### 1165.01 GENERAL REQUIREMENTS.

The site on which any new structure other than accessory structures is constructed shall be improved in a manner appropriate to the intended use of the structure, and to the condition of the site and the surrounding land according to the provisions of these regulations. Regulations applicable to such site are also hereby enacted and appear below in the form of items to be shown upon the plan or simply as required construction. All such regulations, and all items established by the below listed approving authorities as items to be shown upon the site plan, shall be implemented as the site is developed.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.02 SURVEYING.

(a) Surveying Standards. All surveying for land development shall be done in accordance with Ohio A.C. 4733.37, "Minimum Standards for Boundary Surveys in the State of Ohio" and shall be based on the relevant survey monumentation system.

(b) Markers. Markers shall be located in the ground to the final grade at all lot corners. Such markers shall be of solid ferrous metal, three-fourths inch in diameter and shall be at least thirty inches long.

(Ord. 2021-118. Passed 8-9-21.)

### 1165.03 TOPOGRAPHICAL SITE PLAN AND APPROVALS REQUIRED FOR ALL BUILDINGS.

All applications for building permits for new structures other than accessory structures shall include a topographical site plan prepared by a surveyor licensed to practice in the State of Ohio. The site plan shall be prepared on a sheet 11" x 17" in size, at a nominal scale of 1" = 10', 1" = 20' or 1" = 30' and, generally, shall include the following:

(a) Plan date, survey date, scale, direction of north, names of: property owner; development; and builder, subplot or permanent parcel number, building front and side setback dimensions and name, certification and registration seal of the surveyor.

(b) The site plan is to also include a survey of the subject lot or parcel. Survey information shall include the bearing and length of all property lines, all recorded or proposed easements, and survey monuments found or set.

(c) All topographical survey data shall be done to the datum of the United States Geological Survey (USGS). A description of the "source" bench mark is to be shown. A suitable "site" bench mark (TBM) is to be established on or near the subject lot and shown on the plan.

(d) Existing site topography is to be shown for the subject lot and is to extend a minimum of twenty-five feet onto the adjoining properties. Contours, if used, are to be at one-foot intervals. "Spot" elevations, if used, are to be established on a minimum fifty-foot grid and at all intermediate points necessary to define existing topography. In addition, "spot" elevations are to be established (or interpolated) at the corners of the proposed building and at the near face of buildings on the adjoining properties. All existing drainage courses and swales are to be shown.

(1) All existing planimetric information is to be located and shown, i.e., pavements, drives, walks, parking areas, buildings, fences, ponds, poles, etc. Paving material type is to be noted. Elevations are to be established on: the sidewalks, gutter and street center line at maximum intervals of fifty feet along their length fronting the property; all other hard surface areas; and the first floor of adjoining buildings.

(2) The size and location of all existing utility mains (i.e., sanitary, storm, water, gas, electric, telephone, etc.) and appurtenances (i.e., culverts, catch basins, manholes, hydrants, headwalls, miscellaneous drainage piping, etc.) is to be shown. Elevations are to be established on: the rim and invert of all manholes; the invert of all drainage piping; and catch basin rims.

(e) Finished site topography is to be shown for the subject lot. Finished site topography is to be superimposed over existing site topography by including a finished grade elevation for each "spot" elevation shown to describe the existing grade, as described above. Additional "spot" elevations are to be shown to establish positive drainage control. Arrows are to be added to indicate the direction of slope of finished grade. All proposed drainage ditches or swales are to be shown, including finished grade elevations at the center line and top of slope. All proposed planimetric information is to be shown, i.e., buildings, building

additions, parking areas, drive, aprons, fences, etc. Buildings and/or additions are to be dimensioned.

(f) All requirements of the Building Code, Zoning Code, Fire Code and other requirements of the City pertaining to building sites shall be required by the City and not waived by the City's approval of the plans unless specifically waived by the Planning Commission and/or the Board of Zoning and Building Appeals.

(g) Topographical site plans shall be submitted digitally and shall be returned as "Issued for Construction" to the applicant upon acceptance by the City.

(h) If, in the opinion of the Planning, Zoning and Building Director and/or the City Engineer, the site plan lacks sufficient information, requires additions and/or corrections, the applicant shall revise the site plan accordingly including the required information and resubmit for reviews.

(i) Approvals required:

- (1) Planning and Zoning Director
- (2) Residential Building Official
- (3) City Engineer.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.04 TOPOGRAPHICAL SITE PLAN REQUIREMENTS FOR SINGLE, TWO AND THREE FAMILY DWELLINGS.

The site plan requirements for single, two and three family dwellings shall include the following:

(a) The plan shall show the existing topography of the lot and land adjacent thereto as indicated: buildings adjacent thereto, proposed finished yard elevations at points indicated, proposed finished floor elevations, proposed basement floor elevation, proposed drainage swales, driveway, driveway catch basin(s), walks, building storm sewer, sanitary sewer, water line, electric service line, telephone service line, rear-yard basin, when required, and any other utilities. If the lot is in a development or subdivision, this plan shall be in addition to the mass grading plan and the existing elevations shown shall be those elevations as existing at the time of application for building permit. The final lot grading shall be in general conformance with the surrounding lots and mass grading plan. An elevation at the building setback line shall show the front elevations of the house in relation to the existing or proposed grading of the adjacent lots and their houses either existing or under construction. In addition to the elevations shown, the plan shall also show the existing and proposed contours at one-foot intervals. For large size lots, the existing elevations and contours need not be shown more than 100 feet beyond construction limits and the required sheet size of the plan may be larger.

(b) Each lot shall be shown to be graded so that the front yard slopes toward the street and that the ground slopes away from the building. Side yard swales shall be constructed and maintained between all houses to a minimum depth of three inches below finished grade at the lowest adjacent house, and shall be deep enough to drain any swale at the rear of the house.

(c) Where the rear yard slopes towards the house, a swale shall be constructed at least thirteen feet to the rear of the house to a minimum depth of three inches below the finished building grade of that house and shall drain to the side yard swales.

(d) In a case where lots behind the subject lot are higher in elevation and the rear yards of the high lots slope toward the rear of the subject lot, swales on the lower lots or lots shall be constructed along the side lot lines with an average depth of three inches below the lowest adjacent lot surface at the building and shall extend from the front lot line to the rear lot line. In this case, drainage from no more than two high rear lots shall accumulate to outlet along a side line of a given low lot.

(e) Where the rear yards slope toward the rear of the lot and the method of grading described above is not possible, a catch basin shall be constructed in a swale constructed along the rear lot line. In subdivisions, the maximum distance between catch basins along the length of any such rear swale shall be 100 feet and each lot shall have a catch basin at its rear lot line. Catch basins shall be either constructed during the development phase or the building phase, but shall exist prior to the issuance of an occupancy permit. Each such swale and catch basin shall be maintained by the property owner to ensure effective and total storm water control. In a development, the center of the swale may be along the property line and in any other case it shall be at least six feet, but not more than ten feet, onto the property being developed and a minimum of four inches below the lower property.

(f) For additions to existing dwellings and detached garage construction on an existing site, site drainage shall be maintained in accordance with the above.

(g) No yard slope shall exceed a one-foot rise vertically for a five-foot horizontal distance when possible.

(h) All sanitary sewer house connections shall be indicated on the site plans as follows:

(1) From the curb connection to the front of the dwelling or to the individual waste water system, if approved, shall be shown.

(2) If a central collection system (street sanitary sewer) is to be used, the elevation of the invert of the nearest manhole and the estimated invert elevation of the curb connection invert shall be shown. If an individual waste water system approved by the County Board of Health is to be used, the elevations and sizes of the septic tank tops, bottoms, inlets and outlets shall be shown, including splitter box inlets and outlets, distribution boxes inlets and outlets, inspection ports and all pipe lines, including materials and sizes or evaporation-transpiration trench and filters or, details of, other approved system shall be shown in detail.



(3) The site plan shall show the location of the test tee, two feet minimum in the front yard from the street right-of-way and the invert elevation at the front of the building, which shall be below the building footing.

(4) The grade of the house connection shall be a minimum of one percent (1%).

(i) All roof drainage shall be collected by downspouts and directed into the storm sewer drainage system, unless otherwise approved.

(j) All construction in designated floodplain areas shall be in accordance with the requirements of the National Flood Insurance Program.

(k) Prior to the issuance of an occupancy permit, iron lot pins shall be installed on all lot corners by the builder as shown on the building site plan and verified by the Residential Building Official and/or City Engineer.

(l) The site plan shall indicate all existing curbs, walks, water service connector boxes, water line valve hydrants and manholes located in the street right-of-way adjacent to the lot. All such appurtenances shall be protected by the builder during construction, and any damage to them shall be repaired by the builder and where repaired, such existing appurtenances reset by the builder to proper grade prior to the issuance of an occupancy permit.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.05 TOPOGRAPHICAL SITE PLAN REQUIREMENTS FOR OTHER DEVELOPMENT.

The site plan requirements for all types of development other than single family dwellings, two family dwellings and three family dwellings including but not limited to, industrial, commercial, business, office and apartment districts and similar uses shall conform with those requirements set forth above for single family dwellings, two family dwellings and three family dwellings, where applicable.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.06 REQUIREMENTS FOR ALL TOPOGRAPHICAL SITE PLANS.

(a) All topographical site plans submitted for the purpose of obtaining a building permit for residential building construction shall be reviewed for appropriateness by the City Engineer. A ~~cash deposit surety bond shall be provided by the homebuilder or prime contractor as principal, to the City as obligee,~~ in the amount of ten thousand dollars (\$10,000) is required for all topographical site plans. ~~This amount~~ The surety bond shall be ~~deposited with~~ provided to the City as a ~~requirement condition~~ of the site plan application. Once the ~~deposit and surety bond and~~ application are received, the City Engineer will review the topographical site plan for compliance with this regulation. The City Engineer

will issue the site plan for construction and the Building Department will release the necessary building permits.

(b) As a requirement of construction, the building permit holder shall provide verification of the footer subgrade elevation to the Resident Building Official. This verification shall be provided by a surveyor licensed to practice in the State of Ohio and will be necessary prior to the building permit holder proceeding beyond this point in construction. The verification shall be accompanied by a certification statement and shall be stamped by the surveyor. The Director of Planning and Zoning and/or Residential Building Official shall determine whether the submitted elevation is within one-foot tolerance of the City issued topographical site plan. If the elevation is within the tolerance, the Director of Planning and Zoning and/or Residential Building Official shall notify the permit holder that construction work can continue. If the elevation is out of tolerance the subgrade elevation shall be re-established according to the City issued topographical site plan. No construction work beyond the subgrade can continue until the certified elevation is within tolerance.

(c) Upon finished grade being established at the site, the building permit holder, through a surveyor licensed to practice in Ohio, shall certify to the City Engineer that the construction and site improvement have been built per the City issued topographical site plan. The completed "as-built" topographical site plan shall be as described in subsection (d) below and shall be submitted to the City Engineer to begin the final grade inspection process.

(d) Record (As-Built) Topographical Site Plan. Record (as-built) measurements to be obtained shall include, but not necessarily be limited to the following:

- (1) The location of any dwelling, and any "out" buildings on the lot. Obtain front and side yard set-back dimensions;
- (2) Perimeter dimensions of the dwelling and any "out" buildings;
- (3) Finished first floor and garage floor elevations of the dwelling;
- (4) Finished grade elevation at the corners of the dwelling;
- (5) Finished grade elevation of the driveway, parking areas and sidewalk (in right-of-way only);
- (6) Location and pipe material of all new drainage facilities such as manholes; inlet basins; piping; head walls; retaining walls; yard drains; cleanouts; water shut off valves, etc.;
- (7) Centerline and invert elevation of all new drainage ditches and swales;
- (8) Finished grade elevation at the property lines opposite to the corners of the dwelling;

(9) Finished grade elevation at a sufficient number of points to define the change in grade from the condition which existed prior to construction and to confirm that the approved grading scheme has been established;

(10) Location of all facilities at or above grade which pertain to an on-site sanitary sewage system, such as manholes, tanks, splitter or distribution boxes, vents, etc.;

(11) Location of any water well casing;

(12) Location of any swimming pool or pond;

(13) Location of all perimeter fences;

(14) Confirmation that survey monuments have been set at all property corners; and

(15) A description of the bench mark used to obtain the "as-built" elevations. The following certification is to be included on the "as-built" submittal:

"I hereby certify that I have made the survey of record (as-built) measurements shown hereon and that the information shown is a true representation of the conditions which existed at the time of said survey".

The surveyor is to sign, seal and date the revised topographical plan and include his/her registration number.

(e) The City shall perform final grade inspection upon receipt of the as-built topographical site plan. If the inspection reveals that the site does not satisfy the final grade requirements, the City shall notify the permit holder of deficiencies identified during the inspection. Following notification by the permit holder, the City shall perform re-inspection of previously deficient final grade. If all deficiencies are not corrected and/or the if City identifies new items during the re-inspection, the City shall notify the permit holder. Each re-inspection conducted by the City shall carry fees as specified in Section 1165.07. If the site is determined to meet the requirements for the final grade, the requirements were met within the 6-month period following issuance of the building occupancy permit, and no violations exist, the ~~cash deposit surety bond submitted pursuant to subsection (a) above for the site, minus any fees,~~ shall be ~~refunded returned~~.

(f) Whenever the City determines it to be appropriate either during construction or after its completion, the City may examine a construction site for which the topography site plan has been submitted, to ensure no violations beyond the established tolerances exist.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.07 ~~DEPOSITS PERFORMANCE BOND AND FEES.~~

(a) A ~~cash deposit surety bond shall be provided by homebuilder or prime contractor as principal, to the City as obligee,~~ in the amount of ten thousand dollars (\$10,000), is required ~~as a condition of review~~ for all topographical site plans ~~and is required to be submitted by the direct or prime contractor. This amount shall be deposited with~~ ~~The surety bond shall~~

be provided to the City prior to the issuance of a building permit. The deposit surety bond will be refunded, minus any fees, returned upon acceptance of the final grade and as-built inspection. Failure to pass the final grade inspection after six months following issuance of the building occupancy permit shall result in the forfeiture of deposit in call of the bond and completion of the project by the City under support of the bond.

(b) The fee to review and inspect the herein described topographical site plan, record drawings and final grade by the City Engineer is five hundred dollars (\$500.00). This fee is due and payable with the Building Permit.

(c) The first final grade inspection review is included in the above referenced fee. If additional inspections are required, a five hundred dollar (\$500.00) re-inspection fee shall be deducted from the site plan deposit for each subsequent inspection.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.08 CONFLICT.

It is hereby declared that the intent of these regulations is to supplement (not conflict with) any provision(s) of the Regional Dwelling House Code or the Ohio Basic Building Code. Where a conflict may arise, the more restrictive language shall apply.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.09 INJUNCTION PROCEEDINGS.

Whenever any person, firm or corporation fails, neglects or refuses to comply with any order of the City Engineer under the provisions of this Chapter, or whenever any subdivision site or other area is used or occupied so as to be in violation of or not in conformity with any provision of this Chapter, the Law Director may, in his discretion, institute and maintain in the name of the City an appropriate action at law or in equity to restrain the execution in violation of this Chapter, to prevent the occupation or use of such building or other structure and to prevent or terminate any violation of this Chapter.

(Ord. 2021-118. Passed 8-9-21.)

#### 1165.99 PENALTY.

Any building permit holder violating any provisions of this Chapter shall, upon conviction, be found guilty of a misdemeanor and shall be fined up to two hundred fifty dollars (\$250.00) per day for each day that the violation continues to exist after the building permit holder has been notified.

(Ord. 2021-118. Passed 8-9-21.)

City of Streetsboro

**Planning and Zoning Commission**

June 11, 2024

# MORATORIUM

SOLAR ELECTRIC GENERATION FACILITIES

CONSIDER A RECOMMENDATION TO CITY COUNCIL OF A  
PROPOSED MORATORIUM ON SOLAR ELECTRIC  
GENERATION FACILITIES

AN ORDINANCE PLACING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PLANNING, ZONING AND BUILDING PERMITS, APPROVALS AND CERTIFICATES RELATED TO SOLAR ELECTRIC GENERATION FACILITIES.

WHEREAS, this Council finds that continued unrestrained development of certain commercial uses in the absence of updated commercial development policies is not in the best interest of the City or its residents; and

WHEREAS, the City is authorized by Article 18, Section 3 of the Ohio Constitution to regulate land use in furtherance of the public health, safety and welfare, including by establishing policies that control certain land uses in furtherance of sound urban development strategies; and

WHEREAS, the Streetsboro Planning and Zoning Commission, on \_\_\_\_\_, 2024, adopted a motion recommending that the City place a temporary moratorium on the issuance of planning, zoning and building permits related to solar electric generation facilities until such time as the City adjusts its development policies in relation to these uses,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: As of the effective date of this Ordinance, no building permits, site plan approvals, conditional use permits, zoning certificates, variances or other land use regulatory approvals shall be granted or issued for any homeowner, business, organization, endeavor or land use wherein the proposed principal, conditional or accessory use includes solar electric generation facilities, excepting any of these uses that have acquired initial Planning Commission approval for a development or construction on or before the effective date of this ordinance, and further excepting any solar electric generation facility that is a “major utility facility” as defined in Ohio Revised Code §4906.01(B)(1). This moratorium shall be in effect from the effective date of this Ordinance for a period of one year, to allow the City to assess its policy options and implement permanent zoning changes. This moratorium shall be renewable at the discretion of the Council.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This ordinance shall take effect and be in force at the earliest period allowed by law upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_  
Date Steve Michniak, President of Council

ATTEST: \_\_\_\_\_  
Caroline L. Kremer, Clerk of Council

APPROVED: \_\_\_\_\_  
Date Glenn R. Broska, Mayor

Prepared and approved as to legal content by: \_\_\_\_\_  
David L. Nott, Law Director

Date Submitted to Mayor for Approval: \_\_\_\_\_ Returned: \_\_\_\_\_

Sponsored by: Mayor Broska