

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

CLEVELAND COMMUNICATIONS, INC.	)	Case No. 1:23-cv-1561
	)	
Plaintiff,	)	JUDGE CHARLES E. FLEMING
	)	
v.	)	MAGISTRATE JUDGE JONATHAN
	)	D. GREENBERG
	)	
LORAIN COUNTY BOARD OF	)	
COMMISSIONERS, <i>et al.</i> ,	)	
	)	
DEFENDANTS.	)	

**PLAINTIFF’S MOTION FOR TEMPORARY RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION AND INCORPORATED MEMORANDUM OF LAW**

Pursuant to Rule 65 of the Federal Rules of Civil Procedure, Plaintiff Cleveland Communications, Inc. (“CCI”) moves the Court for a temporary restraining order and preliminary injunction enjoining Defendants Lorain County Board of Commissioners (the “Board”), David J. Moore, Jeffrey Riddell, and Jeffrey Armbruster<sup>1</sup> from terminating CCI’s lease on a tower at 225 Burns Road, Elyria, Ohio and from further interfering with CCI’s operation of its radio system.

Nine Lorain County municipalities involving twenty-two agencies rely on CCI for emergency radio communications. Specific instances include the recent response to the ambush shooting of three police officers, the rescue of a child caught in a burning home, and an ambulance dispatched to a victim bleeding to death. CCI is the overwhelming choice of first responders in Lorain County and the answer to the unreliable radio communications that threatened public safety in Lorain County for too long.

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<sup>1</sup> Individual defendants will be identified by their last name.

But notwithstanding the overwhelming support of first responders, the Defendants in this action – as detailed in this case – have gone to extraordinary lengths to shut down CCI in favor of a competing radio system. While two of the defendants are county commissioners with a right to vote against CCI, this case arises because they and their confederates have crossed the line into unlawful conduct, and even racketeering and unconstitutional activity, to control Lorain County and to exclude CCI in contravention of the public interest. Once CCI exercised its constitutional right to file this case, Defendants further retaliated against CCI, justifying their misconduct by blaming CCI for filing this case.

On August 12, 2025, the Board terminated CCI's lease to use a publicly owned tower essential to maintaining its independent radio system.<sup>2</sup> The intended result is to shut down CCI. No other explanation makes sense because the tower can be used simultaneously by multiple users, as CCI and Defendants' chosen radio vendor have done without incident for some four years. Crediting their own words, the motive for the termination is in substantial part to retaliate against CCI for exercising its constitutional right to file this lawsuit, a violation of 42 U.S.C. § 1983.

CCI now seeks injunctive relief to preserve the status quo during the pendency of this case. In the alternative, CCI seeks an affirmative injunctive ordering the Board to allow CCI the use of the tower at Lorain County Community College during the pendency of this case.

### **INCORPORATED MEMORANDUM OF LAW**

#### **A. Factual Background**

The facts underlying this lawsuit are set forth in the Second Amended Complaint ("SAC"), pages 8-27, and further verified in the affidavit of Alan L. Close. (Affidavit of Alan L. Close

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<sup>2</sup> This "Five Cities Radio System" is a growing alternative to the county-wide radio system for which CCI originally held the contract to build, but Defendants later terminated as detailed in the Second Amended Complaint.

(“Close Aff.”), attached as **Exhibit A**). The additional factual circumstances necessitating injunctive relief follow.

On August 11, 2025, one day before the Lorain County Board of Commissioners meeting, the Board released an agenda announcing their intent to terminate the lease agreement for space on a tower at 225 Burns Road, Elyria (the “Burns Road Tower”). (Agenda, Lorain County Board of Commissioners, Item #10, attached as **Exhibit B**.) Despite Defendants Moore and Riddell each claiming CCI knew about the termination for a year prior, no one at CCI received any notice of intent to terminate or not to renew the Tower Lease before August 11, 2025. (Close Aff. at ¶ 12.)

President of the Lorain County Chiefs of Police Association, Sheffield Police Chief William Visalden, raised at the August 12 Board meeting the “serious concern” for public safety. (Hannah Drown, “*Left in the dark*”: *First Responders sound alarm as Lorain County ends Cleveland Communications radio lease*, CLEVELAND.COM, Aug. 19, 2025, at 4–5, attached as **Exhibit C**. See Aaron Knapp, *The Contradictor-in-Chief: Dave Moore’s 8/15 Performance and the Unraveling of the CCI Sabotage Narrative*, LORAIN COUNTY POLITICS UNPLUGGED, Aug. 20, 2025, attached as **Exhibit D**.) “I understand, and we understand, that you guys are in control of that, however, we would like to have some conversations.” (*Id.*) In a display of callousness, Defendant Riddell did not deny the move would interrupt service to certain communities but argued the 60-day notice meant the interruption would not be immediate: “At this point we are not interrupting the service, but the vendor knew this day was coming<sup>3</sup> and he had an obligation to his customers to provide a plan B, so we assumed that he’s doing that.” (*Id.* at 6.)

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<sup>3</sup> As explained above and below, CCI did not have prior notice of the Defendants’ intent to termination the lease.

As Defendants intend, this termination threatens to silence a radio system that began some six years ago. (Close Aff. at ¶¶ 5, 27–28.) It was initially called the “Five Cities Radio System” for the five communities in the Northeast corner of Lorain County which sought on their own initiative to upgrade their emergency radio communications with the assistance of CCI. (Close Aff. at ¶ 5.) As a critical component of the System, CCI installed its repeaters on the Burns Road Tower in 2021 to maximize quality coverage. (Close Aff. at ¶¶ 5–6.) With the success of the operational System, the “Five Cities Radio System” has expanded to include nine municipalities and twenty-two agencies, consisting of law-enforcement, fire, emergency services, and schools. (Close Aff. at ¶¶ 5, 9.)

CCI’s right to use the Burns Road Tower was memorialized in a lease entered on October 20, 2021, renewable automatically every two years. (Close Aff. at ¶ 6; Exhibit E.) On December 21, 2022, by a 2-0 vote,<sup>4</sup> the Board, still comprised of a different mix of members than now, also selected CCI for a county-wide radio system, memorialized in an Agreement to Provide Goods and Services to Lorain County, Ohio on December 21, 2022 (the “Agreement”). (Close Aff. at ¶ 7.)

When the calendar turned to 2023, however, the Defendants gained majority power over the Board and steered the county-wide system to Motorola. (Close Aff. at ¶ 8.) With a 2-1 vote, Defendants Riddel and Moore revoked CCI’s valid contract and withdrew its federal funding despite widespread backlash from the counties’ first responders. (Close Aff. at ¶ 8; SAC at ¶ 108.)

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<sup>4</sup> Defendant Moore was a member of the Board at the time but did not attend the meeting or vote.

In turn, CCI exercised its First Amendment right “to petition the Government for a redress of grievances” by filing this federal action on August 10, 2023.<sup>5</sup> (Close Aff. at ¶ 10.) The Board later approved a more expensive deal with Motorola for a county-wide radio system. (Close Aff. at ¶ 22.) Riddell and Moore carried the vote in favor, 2-1, without allowing public comment. (Close Aff. at ¶¶ 4, 9 & 17; SAC at ¶ 128.)

But Defendants did not call it “mission accomplished.” With first responders and taxpayers firmly against Moore and Riddell’s revocation of CCI’s county-wide contract, Defendants engaged in a pattern of retaliation against CCI and in furtherance of their corrupt conspiracy. (Close Aff. at ¶ 4; SAC at ¶¶ 123–128.) Defendant Jeffrey Armbruster prohibited County employees and others in Lorain County from speaking to any employee of CCI expressly citing this lawsuit. (Close Aff. at ¶ 4; SAC at ¶ 126.) Defendant Armbruster also blocked County first responders from purchasing products from CCI because of this lawsuit. (Close Aff. at ¶ 4; SAC at ¶ 126.) Defendant Moore used Board letterhead to issue a letter denigrating CCI and calling it a “radio storefront and not a communications network provider.” (Moore Letter, attached as **Exhibit F**.) Of course, CCI is a communications network provider, but Defendants’ latest retaliation aims at making Moore’s statement true. Because CCI still operated and maintained the independent Five Cities Radio System, the effort to exclude CCI from doing business in Lorain County was and remains a significant problem pled in detail in the SAC.

Now, Defendants have upped the retaliation by terminating the Tower Lease. (Close Aff. at ¶¶ 13–20.) Moore joyously tied the termination to the lawsuit: “I’m also happy that the vender [CCI] . . . filed RICO in Federal Court and has done nothing for two and a half years. No discovery.

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<sup>5</sup> Prior to this action, CCI filed a state court administrative appeal and breach of contract action, which it voluntarily dismissed and refiled in this Court after the scale of the Defendants’ misconduct became apparent.

No depositions. *Nothing*. They were hoping I'd lose but guess what happened.” (Excerpts of Lorain County Board of Commissioners Meetings, attached as **Exhibit G**.)

While Defendants publicly pronounce a willingness to extend the lease for a smooth transition, the Defendants strike a different tone outside the public's view. Defendant Riddell exposed the retaliatory motive for the termination in substance: “They’ve been suing us for two years, why do I owe them any favors.” (Close Aff. at ¶ 16.)

Furthermore, after CCI filed this lawsuit, Defendants added an addendum to the contract with Motorola requiring the Board to transfer the Burns Road Tower to MARCS<sup>6</sup> unencumbered by CCI's Tower Lease. (Close Aff. at ¶ 17.) Twenty-one other agencies are licensed at the site and their use of the Burns Road Tower will not be impacted. (Close Aff. at ¶ 19.) CCI has also shared the Burns Road Tower without incident for four years with all users, including MARCS. Only CCI was terminated and told to leave. (Close Aff. at ¶ 21.) Leaving CCI's equipment on the Burns Road Tower and continuing to collect lease payments imposes no burden on the County. (Close Aff. at ¶ 21.)

Since notification of the Tower Lease, CCI has looked for an alternative location to install its equipment but has not located one. (Close Aff. at ¶ 24.) For example, CCI identified a tower at the Lorain County Community College that would provide lesser but still suitable coverage. (Close Aff. at ¶ 24.) However, six of the Lorain County Community College's nine Board of Trustees members are appointed by the Defendant Board. (Press Release, *Lee Armbruster Appointed as New Member of LCCC District Board of Trustees*, LORAIN COUNTY COMMUNITY COLLEGE NEWS, June 26, 2025, at 1, attached as **Exhibit H**.) In fact, just over six weeks before

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<sup>6</sup> MARCS is an acronym for Multi-Agency Radio Communication System and is run by the Ohio Department of Administrative Services. It uses only Motorola equipment and is aligned closely with that private concern.

the Defendants announced the Tower Lease termination, Defendant Armbruster's wife Lee Armbruster was sworn onto the college's Board of Trustees. (*Id.*) CCI contacted the college about potential access to the college's tower but was told by the college's Vice President that "there are political considerations to take into account." (Close Aff. at ¶ 24.)

With additional time, CCI may be able to secure another location, but Defendants will not agree to give additional time notwithstanding the disruption to first responders who use "The Five Cities Radio System" and the threat to public safety. (Close Aff. at ¶¶ 26–28.)

Loss of the Tower Lease will inhibit CCI's ability to continue its operation of the radio system and will seriously endanger the lives of first responders and the communities that rely on them. (Close Aff. at ¶¶ 27–28.) In particular, the Burns Road Tower's height and location provides Lorain County communities with critical in-building coverage for first responders. (Close Aff. at ¶ 18.) First responders have relied on the in-building coverage provided by the Burns Road Tower for four years. (Close Aff. at ¶ 18.)

**B. Law and Argument: This Court Should Grant Injunctive Relief**

"The purpose of a preliminary injunction is merely to preserve the relative position positions of the parties until a trial on the merits can be held." *Univ. of Texas v. Camenisch*, 451 U.S. 390, 395 (1981); *accord, Procter & Gamble Co. v. Bankers Trust Co.*, 78 F.3d 219, 227 (6th Cir. 1996) (a temporary restraining order "preserve(s) the status quo so that a reasonable resolution of a dispute may be had."). "Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for breadth and flexibility are inherent in equitable remedies." *Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15, (1971)). *See also Carter-Jones Lumber Co. v. Dixie Distrib. Co.*, 166 F.3d 840, 846 (6th Cir. 1999) ("Federal courts are courts in law and in equity, and a court of equity has traditionally had

the power to fashion any remedy deemed necessary and appropriate to do justice in a particular case.”). A court’s power includes enjoining a defendant from a continuing pattern of retaliation against the plaintiff. *See Gutierrez v. Mariscos El Puerto, Inc.*, Case No. 2:19-CV-1940, 2019 U.S. Dist. LEXIS 198917, \*9–10 (D. Nev. Nov. 15, 2019) (granting restraining order that “enjoins defendants from retaliating against or terminating any plaintiff or any other employee of defendants”).

In determining whether to order injunctive relief, this Court should consider four factors: “(1) the movant’s likelihood of success on the merits; (2) whether the movant will suffer irreparable injury without a preliminary injunction; (3) whether issuance of a preliminary injunction would cause substantial harm to others; and (4) whether the public interest would be served by the issuance of a preliminary injunction.” *McNeilly v. Land*, 684 F. 3d 611, 615 (6<sup>th</sup> Cir. 2012). In considering these four factors, no one factor is dispositive. Courts balance these factors rather than applying them as “perquisites that must be satisfied.” *Id.*; *See also, Frisch’s Rest., Inc. v. Shoney’s Inc.*, 759 F.2d 1261, 1263 (6<sup>th</sup> Cir. 1985).

***1. CCI Demonstrates a Strong Likelihood to Prevail on the Merits***

The first prong of the analysis only requires CCI to show a likelihood of success on one claim. *McQueary v. Conway*, 614 F. 3d 591, 603 (6<sup>th</sup> Cir. 2010). The detailed allegations in the SAC demonstrate a likelihood of success on the merits. Amongst other allegations, the SAC alleges: “In furtherance of their scheme to exclude CCI from business within Lorain County, one or more defendants have also sought to unlawfully prevent CCI from providing equipment and services to first responders in Lorain County, and to unlawfully retaliate against CCI from exercising its constitutional right to petition this Court.” (SAC. at ¶ 4.) Specifically, “Defendants have worked to exclude CCI from servicing and expanding the range and number of users on the ‘Five Cities Radio System.’” (*Id.* at ¶ 123.)



The individual defendants have acted in concert to interfere with the Five Cities Radio System. (*Id.* at ¶ 125. *See also id.* at ¶ 35 (“To stop CCI, they focused on the need for the ‘Five Cities Radio System’ to install repeaters to increase the range of radio communications within Lorain County.”), ¶ 36 (detailing intimidation of Hung to try to control who is allowed on the Burns Road Tower), ¶ 39 (“Acting in concert with defendants Moore and Armbruster, co-conspirator Williams pressured . . . Williamson to influence Hung not to support CCI.”), ¶ 136 (“Moore and Armbruster have participated in the operation and management of Lorain County through a pattern of racketeering activity” and in furtherance of the scheme, Armbruster has supervised others in conduct including “retaliating against CCI for filing this lawsuit.”). As part of its ultimate relief, CCI prayed for an order for “injunctive relief to prevent the continuing retaliation against CCI and the unlawful interference with its continuing efforts to service and supply ‘the Five Cities Radio System’ and other first responders in Lorain County, Ohio.” (*Id.* at p. 44, ¶ H.)

CCI has plead this course of retaliation violates 42 U.S.C § 1983, and in addition, the termination of the Tower Lease is a further unvarnished act in of retaliation furthering the purposes of the RICO conspirators. *DeGuelle v. Camilli*, 664 F.3d 192, 201–202 (2011) (explaining that 18 U.S.C. § 1513(e) & (f) protect witnesses or victims from retaliation against their employment or livelihood and serves as a RICO predicate).

“A retaliation claim essentially entails three elements: (1) the plaintiff engaged in protected conduct; (2) an adverse action was taken against the plaintiff that would deter a person of ordinary firmness from continuing to engage in that conduct; and (3) there is a causal connection between elements one and two—that is, the adverse action was motivated at least in part by the plaintiff’s protected conduct.” *Thaddeus-X v. Blatter*, 175 F.3d 378, 396-97 (6th Cir. 1999) (en banc).

***a. This lawsuit is a First Amendment protected activity addressing a matter of public concern.***

As to the first element, CCI engaged in protected activity because “[t]he filing of a lawsuit carries significant constitutional protections, implicating the First Amendment right to petition the government for redress of grievances, and the right of access to courts.” *R.S.W.W, Inc. v. City of Keego Harbor*, 397 F. 3d 427, 440 (6th Cir. 2005); accord, *Thaddeus-X*, 175 F.3d at 386. CCI was and is engaged in protected First Amendment conduct on a matter of public concern, having petitioned this Court to abate Defendants’ corrupt and unlawful activity against CCI and the public interest. See *Borough of Duryea v. Guarnieri*, 564 U.S. 379, 397 (2011) (“Litigation on matters of public concern may facilitate the informed public participation that is a cornerstone of democratic society.”).

Following CCI’s institution of this suit, CCI amended its Complaint to seek relief from Defendants’ pattern of retaliation in furtherance of their corrupt enterprise and aimed at interfering with CCI’s “Five Cities Radio System.” Defendants’ recent termination of the Tower Lease constitutes a significant escalation.

***b. The Defendants’ Tower Lease termination is an adverse action.***

As to the second element, the Defendants took adverse action against CCI by terminating the Tower Lease. Because the termination is calculated to shut down CCI’s independent “Five Cities Radio System” (if it cannot find an alternative tower), the action is sufficient to deter a similarly situated person from exercising their right to seek redress in the courts going forward. See *Thaddeus-X*, 175 F.3d at 396.

Defendants will no doubt emphasize their right to terminate the Tower Lease without cause on sixty days’ notice. But “[i]t is well established that government actions, which standing alone do not violate the Constitution, may nonetheless be constitutional torts if motivated in substantial

part by a desire to punish an individual for exercise of a constitutional right.” *Id.* at 386 (citing *Board of County Comm’rs, Wabaunsee County v. Umbehr*, 518 U.S. 668 (1996) (nonrenewal of government contract in retaliation for exercise of free speech is actionable)). Even where a state actor has a contractual right to terminate a contract, if the state actor chooses to exercise that right because the plaintiff engaged in constitutionally protected activity, that termination violates federal constitutional law. *Umbehr*, 518 U.S. at 686. In other words, the contract allows the County not to renew or terminate the contract for any reason, but not an unconstitutional reason.

***c. Defendants terminated the Tower Lease to coerce CCI to drop this lawsuit.***

Which brings us to the third element: the “causal connection” between the adverse action and the protected conduct, *i.e.*, the First Amendment right of access to the courts. As alleged in the SAC, the retaliation is unlawful because Defendants terminated CCI in substantial part for exercising its right of access to the Courts. Defendants’ own statements support that they have retaliated against CCI repeatedly, including in terminating the Tower Lease, for exercising this First Amendment right.

Riddell tied the termination to the filing of the lawsuit. (Close Aff. at ¶ 16.) While defending the termination of the Tower Lease at the August 15 meeting, Moore immediately referenced the fact that CCI had been suing the Board for two years. Concluding an 8-minute monologue, he further mocked this case: “I’m also happy that the vendor [CCI]... saw that we were winning in state court dismissed their lawsuit and filed RICO in Federal Court and has done nothing for two and a half years. No discovery. No depositions. *Nothing*. They were hoping I’d lose but guess what happened.” (Exhibit E at 3.)

The intent of the termination is to injure CCI and send a message to anyone who might seek redress in Court. *Williams v. Mitchell*, 122 F.4th 85, (4th Cir. 2024) (finding that a causal connection exists when the government conduct is the type that “would chill someone from

exercising their constitutional rights in the future; it does not matter that such attempted interference may have failed.”).

***d. The Board has no legitimate interest in terminating the Tower Lease and even if it did, that interest pales in comparison to the First Amendment and public safety interests at stake.***

In light of the foregoing showing, the Board must show by a preponderance of the evidence, in light of their knowledge, perceptions, and policies at the time of the termination, that the Board would have terminated the contract regardless of CCI’s exercise of its First Amendment rights or that their legitimate interests outweigh the First Amendment interests or other public or safety interests at stake. *Umbher* 518 U.S. at 685 (citing *Mt. Healthy Bd. Of Ed. v. Doyle*, 429 U.S. 274 (1977)). See *Pickering v. Bd. Of Education*, 391 U.S. 563, 573 (1968); *Mosholder v. Barnhardt*, 679 F.3d 443, 451–452 (6th Cir. 2012).

The Board cannot rebut CCI’s showing that the termination is an act of retaliation for exercising rights of access to courts. Beyond the animus toward CCI, the only rationale given for terminating the Tower Lease during its meetings on August 12 and 15, 2025, was that the Defendants had signed a contract that required them to terminate CCI’s lease. The logic is circular, though, and the legitimacy of the rationale is undercut by the publicly available policies of MARCS, which allow competitors to co-locate equipment on towers with MARCS. (Close Aff. at ¶ 19.) Moreover, CCI is the only entity excluded from the Tower—a compelling fact in proof of a retaliatory motive. Termination is further unnecessary for any legitimate purpose because CCI has co-existed on the Burns Road Tower with other users for some four years.

***2. CCI (and the Public) will Suffer Irreparable Harm***

The second factor is whether the plaintiff will suffer irreparable injury absent an injunction. “Harm is irreparable if it cannot be fully compensated by monetary damages.” *Overstreet v. Lexington-Fayette Urb. Cnty. Gov’t*, 305 F.3d 566, 573 (6th Cir. 2002). “The loss of First

Amendment freedoms, even for minimal periods of time, unquestionably constitutes irreparable injury.” *Elrod v. Burns*, 427 U.S. 347, 373, 96 S. Ct. 2673, 49 L. Ed. 2d 547 (1976). In fact, “[w]hen an alleged deprivation of a constitutional right is involved, . . . most courts hold that no further showing of irreparable injury is necessary.” *Rodriguez v. Providence Cmty. Corr.*, 155 F.Supp. 3d 758 (M.D. Tenn. Dec. 17, 2015) (quoting 11A Wright & Miller, *Federal Practice & Procedure* § 2948.1 (3d ed. 1998)); accord *Vitolo v. Guzman*, 999 F.3d 353, 360 (6th Cir. 2021) (“[W]hen constitutional rights are threatened or impaired, irreparable injury is presumed.”).

“The probability of success that must be demonstrated is inversely proportional to the amount of irreparable injury plaintiffs will suffer.” *Michigan Coal*, 945 F.2d at 153; *Ohio ex. Rel Celebrezze v. Nuclear Regulatory Comm.*, 812 F.2d 288, 290 (6th Cir. 1987) (a stay may be granted with a high probability of success and some injury). Here, CCI submits that the likelihood of success on the retaliation claim is high enough that its demonstration of irreparable harm could be low and still justify the injunction CCI seeks. Yet, the harm CCI faces is equally significant.

The degradation of CCI’s radio network is certain and will occur immediately upon ejecting CCI from the Tower absent time and the opportunity to find a substitute location. Lack of confidence in the situation itself threatens defections from the Five Cities Radio System and those users will never be regained. The reputational damage CCI will suffer will be irreparable. The Defendants’ apparent aim is to put CCI out of business. *Performance Unlimited v. Questar Publishers*, 52 F.3d 1373, 1382 (6th Cir. 1995) (“The impending loss or financial ruin of [a] business constitutes irreparable injury.”); *Tri-State Generation v. Shoshone River Power, Inc.*, 805 F.2d 351 (10th Cir. 1986) (threat to trade or business viability is irreparable harm).

Further, the Defendants have retaliated against CCI in the past and are likely to continue to take unjust actions against CCI in the future. *H.J. Inc. v. Northwestern Bell Telephone Co.*,

492 U.S. 229, 239 (1989) (finding that RICO statutes are designed to address continuing activity). With injunctive relief, this Court can end the continuing misconduct that only expands the issues in this case. CCI certainly seeks damages in this case, but damages alone cannot compensate CCI for the harm it will suffer if its network goes abruptly silent on October 19, 2025.

### ***3. Balance of Harms and Public Interest***

Here there is no harm to the Defendants or anyone else in temporarily restraining or enjoining the termination of the Tower Lease. CCI asks only that the Defendants maintain the status quo until CCI can move to a reasonable alternative location or for the pendency of this case, whichever is longer. CCI's equipment is already on the Burns Road Tower. The County will continue to receive CCI's lease payment. The only benefits the Defendants appear to receive from the Tower Lease termination are unlawful.

Even if CCI could only show limited irreparable harm to itself, the public safety concern is so high that it compels injunctive relief. If the termination goes into effect on October 19, 2025, the 22 agencies throughout Lorain County communities will have significantly degraded emergency radio coverage, without hyperbole, immediately putting lives at risk. *Middletown v. Conrail*, Case No. 92-3076. 1993 U.S. App. LEXIS 1395, at \*2 (6th Cir. Jan. 21, 1993) (relying on the strong public interest in preventing death and injury in granting injunctive relief). While there is no unfair harm to the Defendants, the public interest is compelling. (*See generally*, Exhibits C & D.)

CCI is simply asking for more time to find a reasonable alternative to the Burns Road Tower. A move will take time—time the County is loath to provide CCI because its goals are illegitimate.

**REQUESTED RELIEF**

WHEREFORE, based upon the foregoing, CCI respectfully asks the Court to enjoin Defendants Lorain County Board of Commissioners, David J. Moore, Jeffrey Riddell, and Jeffrey Armbruster from terminating the Tower Lease or otherwise interfering with the “Five Cities” Radio System” during the pendency of this case. In the alternative, CCI seeks an affirmative injunction compelling Defendants to allow CCI the use of the tower at the Lorain County Community College.

Respectfully submitted,

/s/ Allen T. Carter

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 25th day of August 2025, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. A courtesy copy will also be sent via via courtesy email as follows:

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/s/ Allen T. Carter  
One of the Attorneys for Plaintiff



Exhibit A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

CLEVELAND COMMUNICATIONS,  
INC.

Plaintiff,

v.

LORAIN COUNTY BOARD OF  
COMMISSIONERS, *et al.*,

DEFENDANTS.

) Case No. 1:23-cv-1561  
)  
) JUDGE CHARLES E. FLEMING  
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) MAGISTRATE JUDGE JONATHAN  
) D. GREENBERG  
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**AFFIDAVIT OF ALAN CLOSE**

STATE OF OHIO :

COUNTY OF FRANKLIN : ss.

Before me, the undersigned Notary Public, appeared Alan Close, who being duly sworn,  
deposes and affirms:

1. I give this affidavit based on my personal knowledge of and involvement in the  
events and facts I have described.

2. I submit this affidavit in support of my Motion for Temporary Restraining Order  
and Preliminary Injunction (the "Motion").

3. That I am the President of Cleveland Communications, Inc. ("CCI").

4. I verify and attest to the truth and accuracy the events and facts described in the  
following paragraphs of the Second Amended Complaint, filed August 20, 2024: Paragraphs 1, 4,  
6-7, 23-35, 37, 46-74, 80-111, 113-115, 118-128.

5. In or about 2019, first responders in Lorain County sought on their own initiative to improve emergency radio communications. The initial five municipalities chose CCI and its L3 Harris Radio equipment for the new system. CCI then built what became known as the “Five Cities Radio System” to service first responders in five communities in the Northeast corner of Lorain County. As part of that System, the tower site at 225 Burns Rd. Elyria, OH 44035 (the “Burns Road Tower”) served as a critical installation site for CCI’s repeaters. The “Five Cities Radio System” has expanded to include 22 governmental agencies, including first responders and schools, serving communities throughout Lorain County, Ohio.

6. David Moore and Jeffrey Armbruster focused on blocking CCI from implementing the Five Cities Radio System from the start of the program. I have learned that they directed significant efforts toward keeping CCI’s repeaters off the Burns Road Tower, but that they were unsuccessful because two members of the Lorain County Board of Commissioners (the “Board”), who are no longer members of the Board, voted to enter the Cleveland Communications, Inc. Tower Lease, effective October 20, 2021 (the “Tower Lease”). The Tower Lease automatically renews for two-year terms. A true and accurate copy of the Tower Lease is attached to the Motion as **Exhibit E**.

7. In addition to the Five Cities Radio System, the Board decided to award CCI a contract to develop a county-wide radio system to include other users. CCI and the Board entered the Agreement to Provide Goods and Services to Lorain County, Ohio on December 21, 2022 (the “Agreement”), the contract that is at the center of this case. A true and accurate copy of the Agreement is attached to the Second Amended Complaint as its Exhibit A.

8. With a 2-1 vote in January 2023, Defendants Riddel and Moore revoked CCI's valid contract to install a new county-wide radio system and withdrew its federal funding despite widespread backlash from the counties' first responders.

9. Despite this vote and the foregone conclusion that the Board would award the same contract to Motorola, the users on the independent Five Cities Radio System decided to continue on this private system and other users soon followed. Today, nine different municipalities involving twenty-two agencies use the Five Cities Radio System as their primary means of emergency communications.

10. In addition to continuing with the Five Cities Radio System, CCI filed this action to assert its rights on August 10, 2023. The complaint was later amended twice to plead new evidence arising from two law enforcement investigations, and to add a claim for Defendants' retaliation against CCI.

11. The Defendants in this case have repeatedly subjected CCI to retaliation for filing this action, as described in the Second Amended Complaint. I have now learned that the Board intends to terminate and not renew the Tower Lease.

12. Neither I, nor any employee of CCI, received any notice of intent to not renew the site location contract between the Lorain County Commissioners and CCI for co-location of our essential radio system transmitter site on the Burns Road Tower, until Monday August 11, 2025, when the Lorain County Commissioners posted their agenda for the meeting of August 12, 2025.

13. I have reviewed the video recordings of the Board's meetings on various dates and I have accurately transcribed or confirmed the accurate transcription of portions of those meetings. A copy of those transcriptions are attached to the Motion as **Exhibit G**.

14. Despite the public pronouncements from Commissioner Jeff Riddell and David Moore that we “should” have known a year ago that this was coming, I was never notified in writing, verbal communication, or through the provisions of the site contract until the night before the August 12, meeting. That notice came to me through text messages and emails from various sources throughout Lorain County.

15. In public comments during Board meetings, Commissioners Riddell and Moore expressed that the Board would sit down with me to ensure a smooth transition, but efforts to do so in private have not been successful.

16. I have been told that Commissioner Riddell said to more than one public official in Lorain County that “they’ve been suing us for two years, why do I owe them any favors.”

17. I have learned that the Board added an addendum to their contract with Motorola, the contract that the Board entered to replace the Agreement, to condition the Motorola contract on terminating the Tower Lease.

18. The Burns Road Tower (Lorain County 9-1-1 center) is critical to CCI’s radio system partners. Elyria, Lorain, and others depend heavily on the coverage it provides in the area. The Burns Road Tower provides the area with critical in-building coverage for police, fire and EMS workers as they enter buildings to perform their jobs. The loss of this site imposes a harmful loss of coverage they have relied on for four years and places their lives and the lives of the taxpayers of Lorain County in grave danger. The loss of coverage will happen immediately upon CCI’s equipment being removed from the tower unless a suitable alternative location is found.

19. On Sunday August 17, 2025, I conducted a thorough search of the Federal Communications Commission website to determine if other co-located transmitters were licensed for the 225 Burns Rd. site. I was able to determine 21 agencies (not including Ohio MARCS) are

currently licensed at the site and that a bit more research determined many of those agencies have no intent to leave their legacy VHF radio systems upon acceptance of the new MARCS radio system in Lorain County. I visited the MARCS website and found a drop-down menu that describes the process for co-location with MARCs and gives the amount of expected rent for co-location. A true and accurate copy of the results of my search are attached to the Motion as **Exhibit I**.

20. To my knowledge, only CCI was told to leave the Burns Road Tower.

21. CCI's equipment is already on the Burns Road Tower. If my equipment remained on the Burns Road Tower, it would not impair the structural integrity of the tower or the operation of radio equipment installed by MARCS or other providers. Lorain County would not need to take any action to maintain the equipment. CCI intends to continue payments under the lease while its equipment remains on the tower and operational. In fact, the equipment of MARCS and CCI have been co-located on the Burn Road Tower for four years.

22. Ohio MARCS being my only like (i.e., APCO, P-25) competitor in NE, Ohio benefits from my expulsion from the county tower. The roughly 1200 radios and other devices currently operating on our radio system represent income to Ohio MARCS and the lack of suitably available tower sites would cause a loss of revenue to CCI, an irreparable financial burden to CCI, and loss of reputation throughout the county that CCI would not be able overcome with monetary damages.

23. CCI always has been a quiet lessee at the Burns Road Tower. From the day we moved in, we have cooperated with all requests and policies of the facility manager(s) to include allowing county operations to cross through our equipment and the equipment entrusted to us by our users for their wide-ranging communications needs. In fact, Lorain County has not paid CCI

the required monthly user fee since 2023, a contentious item to hopefully be resolved within the lawsuit.

24. I conducted a week-long search for acceptable tower locations to move to and found one on the campus of Lorain County Community College that should work but with less coverage than is provided by the Burns Road Tower. I contacted representatives of Lorain County Community College about access to the tower. They confirmed to me it was their tower and that, at the level of employee I was talking with, it seemed a good idea. Upon reaching out to the VP of the college, the answer came back that, yes it seemed okay, however “there are political considerations to take into account.” A search of the LCCC board of directors revealed Lee Armbruster is a recently new (2025) member of the LCCC board. A true and accurate copy of a press release I accessed on Lorain County Community College’s website is attached to the Motion as **Exhibit H**.

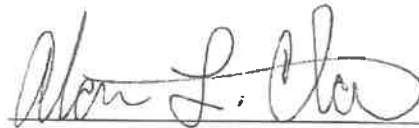
25. Lee Armbruster is the wife of Jeff Armbruster, the Lorain County Administrator and a named defendant in CCI’s lawsuit.

26. I have also reached out to the owner of another tower, but it is currently unclear whether we can reach a deal. CCI needs more time.

27. This most recent attempt to retaliate against CCI by the Lorain County Commissioners does not just affect CCI, it affects every user of the radio system I have worked so hard to provide and to maintain for them. In the case of the recent shooting incident that occurred in Lorain, the outcome may have been far worse if the Burns Road Tower was offline. It provided coverage to the area of the incident. I have been meeting with chiefs and politicians in Lorain County who rightfully have questions about the future of the radio system.

28. Even just relocating the site from Burns Road Tower to any other location in the County will cause me to lose coverage for several hours during the time period from turning the equipment off at Burns Road to the time I am able to place it back into service at the future new site. That loss of reliable coverage is a grave concern for those whose lives depend on the radios they carry and the radio system that supports their coverage.

29. Further Affiant sayeth naught.

  
Alan Close

I hereby certify on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Alan Close, who is President of Cleveland Communications, Inc., to me personally known, and who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of August 2025.

  
Notary Public

LISA M KOSTURA  
(Print Name)

My commission expires: March 15, 2030



Lisa M Kostura  
Notary Public, State of Ohio  
My Commission Expires:  
March 15, 2030



## LORAIN COUNTY COMMISSIONERS

Exhibit B

**Marty Gallagher**

**David J Moore**

**Jeff Riddell**

### A G E N D A

#### LORAIN COUNTY BOARD OF COMMISSIONERS

**TUESDAY, AUGUST 12, 2025**

**3:30 P.M.**

NOTICE: THE COMMISSIONERS WILL BE LIVE STREAMING THE BOARD MEETING You Tube – Lorain County Commissioners

**A. RESOLUTIONS:**

- #1. Investments
- #2. Appropriations
- #3. Transfers
- #4. Advances/Repayments
- #5. Requisitions
- #6. Travel
- #7. Bills
- #8. County Commissioners may recess into executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, along with any other matters as specifically identified by motion in accordance with ORC 121.22(G)(1-8). Unless expressly stated otherwise during executive session, matters discussed in executive session are designated by the County Commissioners as confidential. Because the confidentiality of such matters is necessary for the proper conduct of government business, any disclosure outside of executive session is prohibited by ORC 102.03(B). While in executive session, the County Commissioners may discuss and deliberate on the matters at issue, but no votes may be taken until open session resumes.

**B Public Comment on Agenda Items: (Please limit comments to 2 minutes - Thank-you)**

**C Old Business:**

**D. Board Business:**

- #9 Approve & waive the reading of the County Commissioners meeting minutes of August 1, 2025
- #10. Authorize the Board of Commissioners to terminate the lease agreement between the Board and Cleveland Communications, Inc., for space on a tower at 225 Burns Road, Elyria. There is an automatic renew for a subsequent two-year term on October 20, 2025 and County intends for the Lease Agreement to be terminated pursuant to Section 7 and provides this 60 days written notice

**Community Development:**

- #11 Approve the CDBG PY25 Application Submission to the Ohio Department of Development in the amount of \$750,000 for CDBG Residential Public Infrastructure Grant. The required local match of \$750,000 will be paid by Sanitary Engineers fund and this projects will be for Sheffield Township Rolling Heights Sewer Line Project Phase 1.





## LORAIN COUNTY COMMISSIONERS

**Marty Gallagher**

**David J Moore**

**Jeff Riddell**

Board agenda cont. 08/12/25 cont.

### EMA:

- #12 Approve Change Order #1 in the amount of \$71,683.00 to Williams Brothers Builders, Inc. for additional work for the Lorain County Office of Emergency Management project to include separate fire alarm services and electrical services, additional duplex receptacles, relocate roof drain piping, supply and program, use curb adapters in lieu of new roof curbs for new rooftop HVAC units, engage outside testing agency for various inspections and additional excavation and concrete to be paid from Acct#Capital Improvements

### Children Services:

- #13 Appoint Deborah L. Ortnier to the Lorain County Children Services Board, effective August 16, 2025 – August 15, 2029

### Engineer:

- #14 Authorize ODOT to review and approve a posted speed limit of 35 MPH for Butternut Ridge Road (TR-12) from the cul-de-sac 0.74 miles west of Durkee Rd (SLM 4.98) to the Durkee Rd intersection (SLM 5.72) as warranted by the Speed Zone Study performed by the Lorain County Engineer's Office in May of 2025.
- #15 Award and enter into a contract with Denes Concrete Inc of Wellington in the amount of \$176,497.00 for the Stewart Road Culvert #0242 Replacement Project. 5 bids were received on July 21, this being the most responsive complying with specifications. Work consists of removing an existing metal pipe arch and installing a 10' x 7' reinforced concrete box culvert, wingwalls and pavement replacement. Notice to proceed will be issued upon full execution of contract and complete on or before December 1, 2025. Authorize Administrator to notify Auditor to release retainage at complete of project. \$176,497 will be paid from Acct#Eng proj and Stormwater Management District will reimburse Engineer's Office for 50% of the project costs, up to \$88,248.50, upon completion
- #16. Award and enter into a contract with Denes Concrete Inc of Wellington, in the amount of \$218,911.50 for the Neff Road Bridge #0191 Replacement Project. 5 bids were received on July 21, this being the most responsive complying with specifications. Work consists of removing an existing reinforced concrete bridge and installing a 10' x 6' reinforced concrete box culvert, wingwalls and pavement replacement. Notice to proceed will be issued upon full execution of contract and complete on or before December 1, 2025. Authorize Administrator to notify Auditor to release retainage at complete of project. This will be paid from the Acct#Eng proj
- #17. Authorize County Engineer to enter into an LPA Federal Local-Let Project Agreement with ODOT for the Sugar Ridge Road Bridge Replacement Project, North Ridgeville. Estimated cost of the Preliminary and Final Design Engineering is \$200,000 and federal funding would be made available at 100% in State FY26. Estimated cost of the construction including construction engineering is \$866,700 and federal funding would be made available at 95% in State FY29.
- ### MHARS:
- #18. Amend Res#25-521, adopted August 1, 2025 appointing Mike Babet, Michele Flanagan and Thomas Lumsden as members to Lorain County Mental Health, Addiction, Recovery Services Board (MHARS). Appointment was August 1, 2025-July 31, 2029. Amendment is to reflect the correct appointment is retroactive to August 1, 2025 – June 30, 2029.



## LORAIN COUNTY COMMISSIONERS

**Marty Gallagher**

**David J Moore**

**Jeff Riddell**

Board agenda cont. 08/12/25 cont.

**Prosecutor:**

- #19 Authorize President of the Board to execute the participation agreement with Sandoz Settlement as part of the ongoing National Opioid Settlement Agreement.
- #20 Authorize President of the Board to execute the participation agreement with Purdue Sackler as part of the ongoing National Opioid Settlement Agreement

**Treasurer:**

- #21 Awarding contracts to eligible financial institutions to be designated as "Depositories of Active and Inactive Monies of Lorain County pursuant to Ohio Revised Code Section 135.02 through 135.23 For a period of August 23, 2025 through August 22, 2029

**Sheriff:**

- #22 Authorize Landscape Services at Sheriff's Office, to be performed by Alvarado Landscaping in the amount of \$13,810.44

**E County Administrator Update:**

**F. Clerk's Report:**

**G: Board Correspondence:**

- #1. Publications: "CCAO statehouse reports"; "LCCAA Mission Moment"; "Counties Current"; "Ohio Turnpike Customer Connection"; "American Agriculturalist"; "County Leader"; "
- #2. Sheriff in compliance with ORC 301.27 estimates Sunoco credit card for June was \$400
- #3. TWG GP V, LLC plans to be general partner or managing member of residential rental development for Castle Creek a 120 unit new construction multifamily at 441 Griswold Rd., Elyria and will utilize 4% housing tax credit program w/OLIHT
- #4. LaPorte United Methodist Church celebrating 200<sup>th</sup> anniversary of Serving God Faithfully as a Family on September 13-14, 20225
- #5. August 19 at 9 am., Holiday Inn Express & Suite, Elyria – Coffee Tea & Contacts. Register at [www.loraincountychamber.com](http://www.loraincountychamber.com)
- #6 Sheriff in compliance with ORC 301.27 actual cost of keeping/feeding prisoners in his charge for July were 35,462 meals served at cost of \$1.40-\$3.15
- #7. County Engineer issued various highway use permits:
  - #25-4295, Columbia Gas/Infrasource, Columbus replace gas service line on north side of Roosevelt Ave +-235 ft east of Oakwood Blvd to service between 2107 and 2127, no open cut, Sheffield Township
  - #25-4299, TC Energy, LeRay, WV mitigate a shorter casing of existing pipeline by flushing casing and filling with wax excavation on both ends of casing, no open cut of pavement, Wellington/Penfield



## LORAIN COUNTY COMMISSIONERS

**Marty Gallagher**

**David J Moore**

**Jeff Riddell**

Board agenda cont. 08/12/25 cont.

- #25-4301, Columbia Gas/Infrasource, Columbus repair gas service line on north side of Elyria Ave +-98 ft east of Dunton Rd to service house #4597, no open cut, Sheffield Township
- #25-4302, Columbia Gas/Infrasource, Columbus replace gas service line on west side of Edgewood Dr +-237 ft south of Meadowbrook Dr to service house ##64, no open cut, Carlisle Township
- #25-4303, Columbia Gas/Infrasource, Columbus replace gas service line on east side of Baumhart Rd +-790 ft south of N Ridge Rd to service house #7677, no open cut, Brownhelm Township
- #25-4304, Pearce Service/Frontier, Paso Robles, CA place service drop of total length 100' along the ROW of Brokaw Rd by plowing at depth of 36" to serve house #33722, no open cut, Eaton Township
- #25-4305, Columbia Gas/Infrasource, Columbus replace 1,171' of 3" and 4" & 6" bare steel gas main and install 1,267" 4" & 6" plastic gas main, via open cut with Township approval, no open cut of pavement, Sheffield Twp
- #25-4037, Columbia Gas/Infrasource, Columbus install 1" gas service line on east side of Merriment Dr +-50 ft south of Myla Way to service house #2413, no open cut, Amherst Township
- #25-4308, Columbia Gas/Infrasource, Columbus replace gas service line on south side of Sprague Rd +-189 ft east of Colfax Rd to service house #23603, no open cut, Columbia Township
- #25-4309, Columbia Gas/Infrasource, Columbus install 1" gas service line on north side of Marshcreek Way +-157 ft southwest of Trillium Ct to service house #23437, no open cut, Columbia Township
- #25-4310, Columbia Gas/Infrasource, Columbus install 1" gas service line on north side of Marshvreek Way +-227 ft southwest of Trillium Ct to service house #23433, no open cut, Columbia Township
- #25-4311, Columbia Gas/Infrasource, Columbus install 1" gas service line on south side of Middle Ridge Rd +-580 ft west of Quarry Rd to service house #48115, no open cut, Amherst Township
- #25-4312, Columbia Gas/Infrasource, Columbus repair gas service line on south side of River Glen Dr +-460 ft west of Hwy 252 to service house #24827, no open cut, Columbia Township

- #8. Dr. Ruby Beil resigned from Keep Lorain County Beautiful
- #9. Chamber Champions Honors Our Heros, Supporting Their Families and praying for all the men and women of the Lorain Police Department and the tragic and senseless loss of Lorain Police Officer Phillip Wagner and the injuries sustained by Officers Brent Payne and Peter Gale on July 24.
- #10. August 20 at 1pm., Ava Hopkins, Market Sheep – Meat Chickens, Lorain Cunty Fair, Wellington  
[www.bwfinaldrive.com](http://www.bwfinaldrive.com)

### **H New Business:**

### **I Public Comment: (Please limit comments to 2 minutes - Thank-you)**



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Exhibit C

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**NEWS**

# **‘Left in the dark’: First responders sound alarm as Lorain County ends Cleveland Communications radio lease**

Updated: Aug. 20, 2025, 12:02 a.m. | Published: Aug. 19, 2025, 2:45 p.m.



Major construction surrounding the switch to MARCS — new towers, shelters, fencing and electrical work —should be finished by the end of August, with equipment installation and testing in September and October. Getty Images



By [Hannah Drown, cleveland.com](#)

ELYRIA, Ohio — Lorain County Commissioners voted last week to end their lease with Cleveland Communications Inc. — the latest flashpoint in a two-year fight over how first responders in the county communicate and the county's transition to the Ohio MARCS radio system.

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It started in December 2022, when Lorain County Commissioners approved a \$7.7 million contract with CCI, a plan backed strongly by fire and police chiefs as well as the sheriff's office. After a new slate of commissioners took office in 2023, however, the board voted to rescind the deal, arguing it had not been properly bid. Instead, they chose to join the Ohio MARCS system, a move projected to cost the county more than \$17 million over 20 years, but with the state covering \$10 million in maintenance and upgrades through 2044, according to The Chronicle-Telegram.

That reversal sparked backlash from police and fire leaders throughout the county and a lawsuit from CCI that remains active today. Chiefs say the Ohio MARCS system — built largely on Motorola equipment — is less reliable inside buildings than the CCI system, according to The Chronicle-Telegram. However, the county contends the switch will ultimately save taxpayers \$15 million and deliver a superior system.

Those tensions resurfaced at last week's Lorain County Commissioners meeting. Sheffield Police Chief William Visalden, who is also president of the Lorain County Chiefs of Police Association, warned that he had heard "serious concern" in recent days that the tower serving local agencies could be dismantled.



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“It directly affects Sheffield Village, Sheffield Lake, Lorain and Elyria,” Visalden said. “I understand, and we understand, that you guys are in control of that, however, we would like to have some conversations.”

Visalden added that police and fire leaders feel “left in the dark” about decisions that could impact the safety of residents, law enforcement officers and first responders.

Commissioner Jeff Riddell tried to calm fears, stressing the tower isn’t being torn down and service won’t be interrupted during the transition. He said the 60-day termination notice was procedural ahead of the Oct. 20 contract renewal deadline.

“This is part of implementing and getting ready to put into operation the MARCS system,” Riddell said. “We are not tearing the tower down and at this point we are not interrupting the service, but the vendor knew this day was coming and he had an obligation to his customers to provide a plan B, so we assumed that he’s doing that.”

## **RECOMMENDED**

**Why the Lorain County Sheriff asked commissioners to reject funding for his own office** Aug. 18, 2025, 1:28 p.m.

**‘County government is not exempt’: Lorain County grapples with soaring Ohio Edison bills** Aug. 19, 2025, 1:41 p.m.

Lorain County issued a press release last week about the county’s switch to the Trunked Radio System through Ohio MARCS. It detailed major construction — new towers, shelters, fencing and electrical work —that should be finished by the end of August, with equipment installation and testing in September and October. Public safety agencies will be invited to take part in in-building field testing to confirm coverage and system performance.

CCI, meanwhile, asked for a sit-down with commissioners, to discuss a possible contract extension, just 90 minutes before the commissioners’ meeting began. Riddell said that it was too early to predict the outcome of those talks.



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# **The Contradictor-in-Chief: Dave Moore's 8/15 Performance and the Unraveling of the CCI Sabotage Narrative**

Moore's own words confirm what insiders have been saying all along: this was never about safety—it was about control.

[Aaron C Knapp](#)

## **I. Four Years**



## of Backpedaling—Now on the Record

*"This is not prepared. This is just me sitting up here after Brian brought it up in his public comments."* — **Commissioner Dave Moore**, August 15, 2025

Commissioner Dave Moore's comments at the August 15 Commissioners meeting were framed as spontaneous, but they read like a long-delayed damage control operation. After years of scripted attacks, contract cancellations, press leaks, and manufactured outrage over the CCI radio contract, Moore finally tried to reframe the entire narrative. The problem is, **his own words now contradict everything he's been saying since 2022.**

At the height of the controversy in 2023, Moore and fellow commissioner Jeff Riddell repeatedly alleged that the original CCI deal was "rigged," "steered," and possibly illegal. They implied it was a sweetheart deal handed to a vendor without proper oversight. Riddell went as far as to suggest it was under state-level scrutiny. Moore, meanwhile, fed the same line to press contacts, first responders, and even state officials. The implication was always that the **entire CCI project—not just the radios—was tainted.**

But on August 15, Moore changed his tune:

*"The contract that Jeff Redell and I rescinded has nothing to do with what we did. We rescinded buying 1,049 radios at \$5,800 apiece."*

Suddenly, the issue wasn't the infrastructure, the tower leases, the network management, or the long-term sustainability of the system—it



was just the price tag on radios. That's a convenient pivot for a board now under federal scrutiny, facing allegations in a RICO case, and being called out by their own constituents. It's also false.

The **resolution Moore and Riddell rescinded in 2023** was not limited to radios. The full documentation shows it was part of a broader purchase order with Communications Consulting, Inc. (CCI), whose proposal included infrastructure build-out, tower integration, and long-term maintenance. And while Moore now frames the cost as excessive, the CCI deal also included **network ownership, system upkeep, and a guaranteed savings structure** compared to state MARCS fees. That's the part he leaves out.

More importantly, Moore's 2025 version of events directly contradicts the narrative he weaponized to kill the deal. If it was just about overpriced radios, **why did he and Riddell allege political corruption, state-level interference, and demand contract termination "for cause"?** Why did they circulate no-bid letters from Motorola and partial bids from Vasu as if they proved impropriety—when in fact they proved there was interest, competition, and a bidding process?

The only thing that's changed is the political calculus.

Now that Moore is back in office and Riddell squeaked through reelection, the urgency to attack CCI has cooled—but the paper trail remains. And Moore, despite his attempt to reframe the contract as a misunderstanding over hardware costs, can't scrub the public record of two years' worth of vendetta-driven policy decisions.

What we're witnessing isn't transparency. It's a cover story. One hastily rolled out in response to public comment and media pressure—one that

Moore hopes will rewrite the very history he authored. But the facts, the resolutions, and the emails don't lie. He does.

## **II. "We Built It. Use It If You Want"—But Did They Also Block the Exit?**

*"We built it. We put the road in. You can drive on it if you want."* —  
**Commissioner Dave Moore**, August 15, 2025

That's the line Moore used to defend the board's \$28 million MARCS infrastructure switch—an infrastructure, he claimed, that gives every public safety agency in Lorain County the "freedom" to choose whichever radio vendor they prefer. But like most things Moore says when he's under scrutiny, that freedom isn't what it appears to be.

What Moore didn't disclose in the meeting—and what internal emails

and sourcing suggest—is that the Commissioners **intentionally restricted CCI's ability to use the county's tower infrastructure** after the original contract was rescinded. According to documentation your source provided, a clause was quietly added to county tower agreements that effectively blocked co-use or leasing by CCI. The clause didn't exist in the original tower terms. It was amended after the fact—**specifically to exclude a competitor.**

That's not "choice." That's a **forced monopoly**, engineered under the pretense of public safety.

Worse still, Moore and Riddell appear to have anticipated that CCI might seek alternate sites to maintain its network. Internal correspondence tied to the MCM consulting firm—who were brought in under the Moore-Riddell regime—identified the **LCCC tower near the 911 center** as a potential backup site CCI could use if excluded from county infrastructure. That's when the real interference appears to have begun.

On May 20, 2025, the Lorain County Commissioners appointed **Lee Armbruster**—the wife of County Administrator Jeff Armbruster—to the **LCCC Board of Trustees**. The timing is suspect. And when CCI approached LCCC about potentially leasing space on the tower, a member of the college reportedly replied: *"We're unsure of what we can do, and we're afraid of the political ramifications because of one of our board members and her connections to county government."*

The name Armbruster didn't need to be said. It was already understood.

That fear alone—of political retaliation from county commissioners or

their administrative appointees—**compromised the independence of a public education institution.** And it proved what many have suspected since this battle began: that this was never about interoperability or safety. It was about cutting CCI off from every possible avenue to survive.

Moore went on to say:

*"If they want to participate, great. If they don't want to participate, that's fine."*

But participation in what? A network they no longer control? A tower they can't access? A policy that was re-engineered to drive them out of the market?

When you block a company from using public infrastructure, strong-arm local institutions into silence, and then **frame their demise as a "choice,"** it's not public policy. It's retaliation—plain and simple.

Even Moore's language betrays that reality. In the same breath, he called the conflict a "civil separation," noting that CCI, the Prosecutor, and the Sheriff were "working it out." That's not how civil litigation or contract enforcement works. That's how backroom political pressure works. That's how you quietly kill a competitor and call it consensus.

What happened to CCI wasn't just a business casualty. It was a **targeted takedown**, orchestrated through board appointments, contract amendments, and institutional intimidation.

And no matter how many times Moore claims the public can "drive on the road" they built, **he forgets to mention all the signs they posted saying "Do Not Enter—Unless You Pay the State."**



### **III. L3 Harris Didn't Bid? Or Was the Field Rigged?**

*"L3 Harris did not bid."* — **Commissioner Dave Moore**, August 15, 2025

That's how Moore tried to explain away the county's rejection of the CCI contract—by claiming no one else was in the game. If you take him at his word, the commissioners were forced to rescind the 2023 resolution because they had no other choice: the county had only one vendor on the table, and they needed to go back out to bid.

But that claim doesn't hold up to scrutiny—because it conveniently erases everything that happened during the procurement process, and everything that came through the hands of MCM Consulting, the county's own hired expert.

Multiple public records and internal sources confirm that Motorola submitted a formal no-bid letter, a standard procedural move indicating that while the company declined to submit a complete proposal, it remained interested and available for partnership. Vasu Communications, a regional competitor and frequent government vendor, submitted a partial bid tied to specific hardware and communication services. Most significantly, MCM rated CCI's proposal at 97 percent compliance with the county's own request for proposals. That is not failure. That is near-total compatibility with the stated goals of the county's radio transition.

Moore's "L3 Harris didn't bid" statement is not only misleading—it's dishonest. While it's technically true that the L3 Harris corporation didn't submit a bid directly, that claim is a red herring. The bid didn't have to come from corporate headquarters. CCI, a certified L3 Harris

dealer and integration firm, submitted a full proposal that included L3 Harris equipment, build-out of a new countywide network, training, and long-term maintenance. Moore knows this. He knew it in 2023 when he voted to rescind the contract. He knows it now.

What Moore and Commissioner Marty Gallagher have done is construct a false binary—one that suggests a legitimate competitive process didn't exist. The only way that works is by ignoring the actual structure of vendor relationships in this industry. Large technology manufacturers like L3 Harris often work through certified integrators and partners for projects of this nature. That is the norm, not the exception. CCI wasn't just some middleman. It was the delivery system.

Despite this, Gallagher joined Moore in pushing the same narrative minutes later, stating, "The rescinding of that contract was a single bid contract." That statement, made for the record, is false. It erases Vasu's bid. It omits Motorola's no-bid letter. It pretends the 97% compliance score never existed. It suggests that the commissioners acted in a vacuum, rather than a coordinated political maneuver to kill a deal they never liked.

Moore's effort to downplay the controversy also reveals how his story has changed over time. In 2023, the argument wasn't about bid quantity—it was about bid integrity. Moore and then-Commissioner Jeff Riddell cast suspicion on the entire CCI proposal, implying that it had been steered, manipulated, or influenced behind closed doors. They sent inflammatory accusations to the State Auditor's Office. They briefed reporters. They gave public comments alleging wrongdoing without offering evidence. That talking point was central to their effort to tank the contract.

Now that those claims have been quietly discredited, Moore is rewriting the history. The problem, according to him, was never that CCI was corrupt—it was that no one else showed up. But the record says otherwise. The field was never empty. It was just narrowed, massaged, and distorted until it suited the outcome Moore and Gallagher wanted.

At the heart of this revisionist defense is a deeper concern. The federal lawsuit now pending against the County by CCI doesn't just allege breach of contract. It alleges intentional interference. It suggests that the commissioners engineered a process to fail—and then smeared the contractor when it didn't. The complaint accuses them of manipulating the record to favor the Ohio MARCS system and bury the CCI partnership permanently.

The deposition phase of that lawsuit will likely ask hard questions Moore tried to brush aside on August 15. Was the decision to rescind the contract based on political pressure? Did Moore and Riddell make knowingly false claims to state agencies or the press? Did they rely on manufactured doubts to cover a preference for a state-run system? And was the entire bidding field misrepresented—on purpose—to justify a shift that was already decided?

Moore can keep saying "L3 Harris didn't bid." But repetition doesn't make it true. What it does is signal desperation—an attempt to escape the consequences of a narrative collapsing in real time. The truth, long buried under spin, is now clawing its way back into the public record. And Moore, for all his backpedaling, can't run from that deposition forever.

#### **IV. Who's Afraid of a Deposition?**



*"We've heard nothing from them."* — **Commissioner Dave Moore**,  
August 15, 2025

The claim, again, is that there's no real legal problem. That CCI—despite filing a federal lawsuit and triggering outside counsel retention—is somehow not pursuing anything at all. Moore's line that "we've heard nothing from them" is as deceptive as it is strategic. He wants the public to believe this is a dead issue, that there's no pending liability, no serious claims, and no risk to the County's reputation or finances. But the truth, plainly visible in the court docket and attorney records, tells a very different story.

The CCI lawsuit is real. Filed in federal court, it alleges that the Lorain County Board of Commissioners—under Moore, Gallagher, and former commissioner Jeff Riddell—intentionally torpedoed a lawfully awarded contract, spread defamatory claims to law enforcement and the media, and abused their public office to favor a competitor: the state-run MARCS system.

The complaint details not just breach of contract, but a pattern of bad-faith conduct. CCI's team contends that they were guaranteed a path forward in 2023, only to be blindsided by a coordinated political campaign designed to destroy their credibility and remove them from the equation. The lawsuit seeks damages. Substantial ones. And it's not going away.

So when Moore stood at the dais on August 15 and said, "We've heard nothing from them," it wasn't a statement of fact. It was a performance. A way to delay accountability, minimize public awareness, and control the narrative just a little longer. But that clock is ticking.

Depositions are coming. Discovery will open. And when it does, Moore's own emails, texts, notes, and recorded conversations—those made in public and those he thought were private—will all be subject to subpoena. That includes his correspondence with Riddell, Gallagher, County Administrator Tom Williams, and anyone else involved in the contract's reversal. It also likely includes communications with the State Auditor, law enforcement agencies, and even media contacts if they were part of an effort to push a false narrative.

What happens when Moore is asked, under oath, whether he had any documentation or evidence that the CCI contract was improperly steered?

What happens when Gallagher is asked if he had independent knowledge of the facts, or merely repeated what Moore told him?

What happens when subpoenaed communications show that key players were pushing for MARCS even before the CCI contract was cancelled?

And perhaps most importantly—what happens when those depositions contradict the statements Moore just made for the record on August 15?

Because they already do.

Moore claimed the contract was rescinded purely because it was a single bid. That's not what he said in 2023. Moore claimed they've "heard nothing" from the vendor. That's not what the court record shows. Moore claimed the County acted properly, and that no harm has come to anyone. That's not what the lawsuit alleges—and it's not what the evidence is likely to reveal.

He can't spin his way out of sworn testimony. He can't coach himself through a deposition. When the questions come, they will come with documents, with timelines, with corroborating exhibits that leave no room for improvisation. And unlike a county meeting, Moore won't be able to filibuster or lean on Marty Gallagher to echo him. The law doesn't play that game.

Nor should the public.

The costs of this lawsuit—financial, reputational, and operational—will be borne not by Moore personally, but by Lorain County residents. By taxpayers. And all because the Board's leadership couldn't admit they lost control of the process and tried to shift blame onto a private vendor who followed the rules. Now, after years of spinning, Moore will have to do something he's carefully avoided since 2021: answer real questions under real legal pressure.

There's a reason he's nervous. There's a reason he's backpedaling. And there's a reason the word "deposition" sends a shiver through the halls

of county government. Because the truth is no longer optional. It's coming—with subpoenas, transcripts, and consequences.

## **V. MARCS by Force—Not by Consensus**

Commissioner Dave Moore wants you to believe this was about

consensus. About compromise. About meeting the needs of first responders.

It wasn't.

It was about power. And it still is.

The record shows that the decision to move Lorain County to the MARCS system was neither driven by local demand nor backed by unanimous expert support. In fact, the opposite is true. As of 2023, nearly every fire chief and police chief consulted—including those who publicly spoke during commissioner meetings—favored CCI's hybrid, locally controlled digital radio network. That system, unlike MARCS, would have required zero taxpayer dollars for infrastructure. CCI planned to own and maintain the network itself, much like a cellular carrier builds its towers and recovers the cost through service plans.

Commissioner Moore's new position is that the rescinded contract was merely for radios—not infrastructure. But the March 2023 resolution to rescind the CCI purchase order was sold to the public and to the press as a full unraveling of the CCI contract. Moore himself warned of potential "steering," "favoritism," and "corruption"—none of which was ever substantiated. In fact, the State Auditor's Office and federal investigators both reviewed the procurement process and found no wrongdoing. Yet Moore, Riddell, and Gallagher pressed on, citing unspecified legal concerns and political optics.

They never explained what changed. They never admitted they were wrong. They simply handed control of Lorain County's emergency communications to the State of Ohio—and they're calling that a win.

Worse still, they did so while burying the financial consequences. The

MARCS system now requires every local agency to pay user fees—estimated to exceed \$750,000 annually for the county alone. Cities like Elyria, Amherst, Sheffield Lake, and Avon are being forced to retrofit systems, replace dispatch equipment, and pay per-radio access costs that were never part of the original CCI plan.

And let's not forget: CCI's system was already under construction. Towers were being erected. Radios were ordered. The contract was active. And then—political panic.

By the time Moore and Riddell reversed course in 2023, CCI had already sunk considerable capital into building a public safety-grade network based on their bid—one that won based on a 97% technical match to the RFP, unlike Motorola (which submitted a no-bid letter) and Vasu (whose proposal was deemed partial and unresponsive).

This wasn't about the best system. It wasn't about savings. It was about severing a deal that had become politically radioactive in the wake of internal power shifts and election-year optics. Now, Moore's "regionalism" talking points ring hollow—especially as local agencies quietly explore creating sub-regional 911 collaborations just to avoid MARCS dependency.

In the end, the only consensus forged was among the commissioners themselves—overriding experts, ignoring the procurement scorecard, and throwing millions of taxpayer dollars into a statewide system that local responders never asked for.

## **VI. The Lawsuit Is the Truth Serum**

For all the spin, deflection, and revisionist history on display on August

15, the facts remain—and soon they'll be sworn under oath.

Commissioner Dave Moore may have hoped that his sudden change in tone would help him regain control of the narrative. But the lawsuit filed by CCI isn't a press release. It's a freight train of accountability. And no matter how many public statements Moore delivers from the dais, none of them will matter when he's sitting across from opposing counsel with a transcript recorder running.

Because in court, there are no backpedals. There are no redactions. There is no cutting off public commenters or reframing the debate mid-sentence. There is only the record—and the consequences of contradicting it.

That record shows a far different story than the one Moore attempted to tell on August 15. It shows a deliberate effort to sabotage a functioning, independently-built emergency communications network. It shows a coordinated media and political campaign to discredit CCI—despite the fact that no criminal investigation was ever initiated, no wrongdoing ever substantiated, and no procurement laws ever violated. And it shows a Board that didn't course-correct after being cleared by the State Auditor, but instead doubled down on its conspiracy theories, manufacturing a justification to ram through an overpriced shift to MARCS.

The discovery process in that lawsuit will force open the very black box Moore and his allies have tried to seal. It will document who wrote the resolution rescinding the CCI purchase order and under whose direction. It will trace the timing and content of communications between the commissioners and competing radio vendors or Motorola lobbyists. It will subpoena procurement scoring records that the Law



Department refused to release to the public. And it will raise a critical fiscal question: why did this Board push through a multi-million-dollar MARCS system when they had every reason to know it would cost taxpayers more—and deliver less?

These are not rhetorical questions. They are now legal ones. And Moore will not be able to answer them with another monologue. He'll have to answer them with sworn testimony.

That's why the lawsuit matters. It strips away the spin and forces a reckoning with the facts. It cuts through the fog of misdirection and demands a timeline. And for Moore, Riddell, Gallagher, and anyone else involved in the 2023 collapse of Lorain County's independent radio system, that reckoning is no longer political—it's judicial.

There's a reason Moore tried to reframe the narrative on August 15. He sees what's coming. The depositions. The interrogatories. The evidence he can't redact or deny. And if this really was all above board, if there was nothing to hide, the question is obvious:

Why did they try so hard to bury it?

## **Final Thought: The Microphone Is Not a Shield**

Commissioner Dave Moore stood before the public on August 15 and tried to rewrite history with the confidence of a man who's never had to testify under oath. But unlike the dais, a deposition doesn't come with a gavel to hide behind or the luxury of an audience that doesn't get to reply. In court, your words follow you—and lies don't get second readings.

For two years, Moore, Riddell, and Gallagher peddled a narrative that



CCI's contract was shady, that something nefarious had gone on behind the scenes, that taxpayers had been duped. They pushed that fiction so hard that it helped drive CCI out of the county—only for the same officials to pivot months later and admit, publicly, that the rescinded contract was merely about radios. Infrastructure? Never in question, Moore now says. Procurement? Never disputed. The very things they spent months insinuating were corrupt were, apparently, fine all along.

This isn't just backpedaling. It's intellectual dishonesty on a government salary. And the public deserves better.

The truth is catching up. The lawsuit Moore tried to downplay is moving forward. Depositions are coming. Paper trails are being followed. The same men who once demanded an audit will now face one under penalty of perjury. And no matter how many public statements Moore gives, none of them will override the record he already helped create.

You can't redline reality in retrospect. You can't reframe the facts when they're attached to sworn affidavits. And when the courtroom lights turn on, the very microphone Moore once used to distort the truth will become the spotlight that reveals it.

Let's hope he's prepared. Because we are.

## **Disclosure**

This article is based on a combination of public records, verified reporting from mainstream and local outlets, court filings, video footage, and firsthand documentation obtained through official requests and confidential sources. Statements attributed to public

officials, including Commissioners Dave Moore, Jeff Riddell, and Marty Gallagher, are drawn directly from recorded meetings and public statements. Certain allegations regarding tower lease amendments, scoring rubrics, and influence by outside actors are based on whistleblower communications and remain under investigation.

Aaron Knapp is an investigative journalist, licensed social worker, and candidate for Lorain City Council. He has filed multiple public records requests and legal complaints related to the matters discussed herein. This disclosure is made in the interest of transparency and accountability.

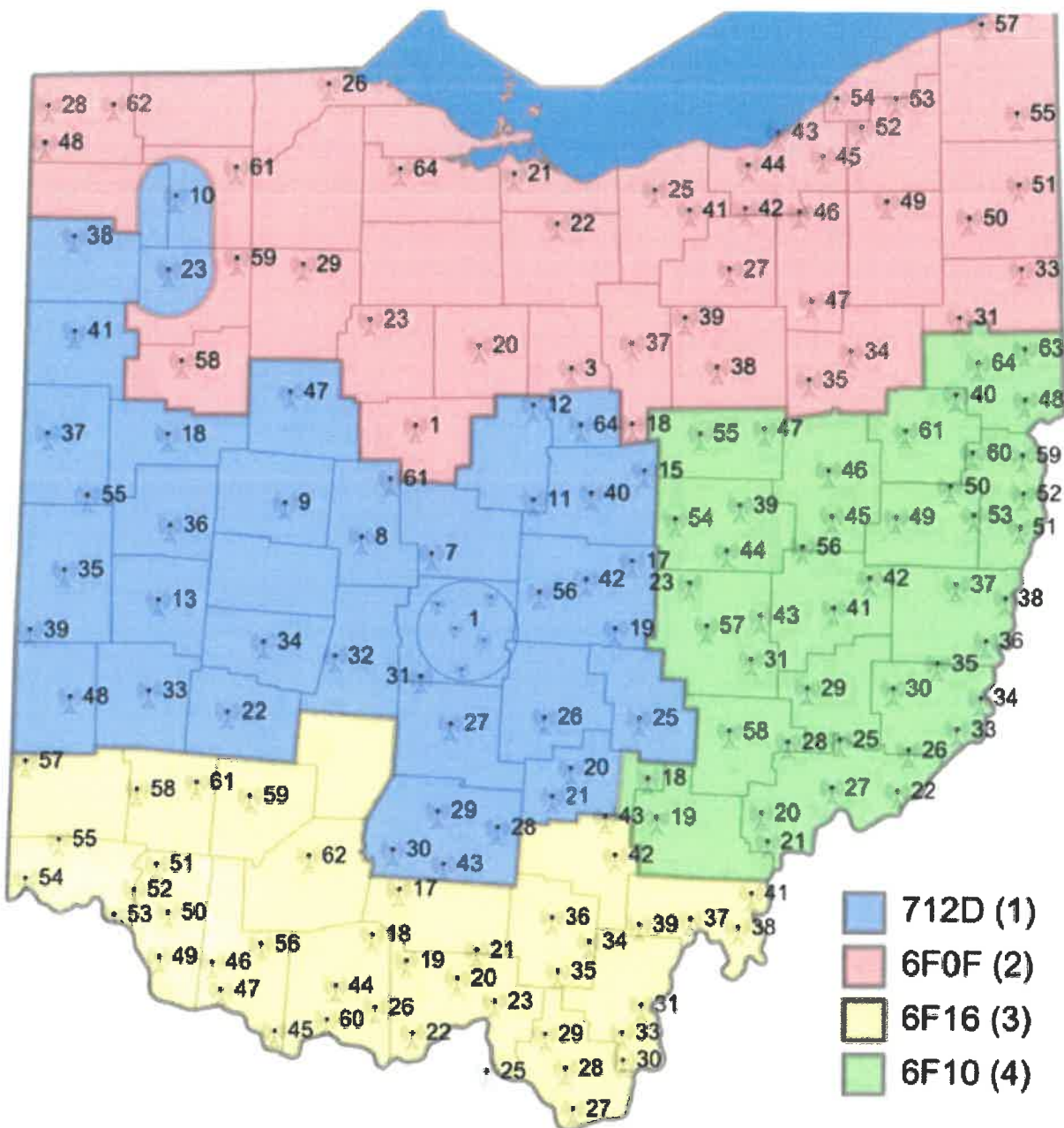
## Legal Disclaimer

This newsletter article is based on publicly available records, official county meeting transcripts, and verified documentation. The opinions and commentary provided are intended for journalistic and informational purposes, grounded in the protections afforded by the **First Amendment of the U.S. Constitution** and **Article I, Section 11 of the Ohio Constitution** (which affirm freedom of speech and press) [ficlaw.comlaw.justia.com+1](https://www.ficlaw.comlaw.justia.com+1). All individuals referenced are presumed innocent **unless proven guilty in a court of law**—a legal principle firmly enshrined in Ohio criminal procedure [codes.ohio.gov](https://codes.ohio.gov). Any errors identified will be addressed and corrected as warranted.

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**of Backpedaling—Now on the Record**



## V. MARCS by Force—Not by Consensus

Commissioner Dave Moore wants you to believe this was about consensus. About compromise. About meeting the needs of first responders.

It wasn't.

It was about power. And it still is.

The record shows that the decision to move Lorain County to the MARCS system was neither driven by local demand nor backed by unanimous expert support. In fact, the opposite is true. As of 2023, nearly every fire chief and police chief consulted—including those who publicly spoke during commissioner meetings—favored CCI's



More importantly, Moore's 2020 version of events directly contradicts the narrative he weaponized to kill the deal. If it was just about overpriced radios, why did he and Riddell allege political corruption, state-level interference, and demand contract termination "for cause"? Why did they circulate no-bid letters from Motorola and partial bids from Vasu as if they proved impropriety—when in fact they proved there was interest, competition, and a bidding process?

The only thing that's changed is the political calculus.

Now that Moore is back in office and Riddell squeaked through reelection, the urgency to attack CCI has cooled—but the paper trail remains. And Moore, despite his attempt to reframe the contract as a misunderstanding over hardware costs, can't scrub the public record of two years' worth of vendetta-driven policy decisions.

What we're witnessing isn't transparency. It's a cover story. One hastily rolled out in response to public comment and media pressure—one that Moore hopes will rewrite the very history he authored. But the facts, the resolutions, and the emails don't lie. He does.





### **III. L3 Harris Didn't Bid? Or Was the Field Rigged?**





## LORAIN COUNTY COMMISSIONERS

Exhibit E

**Michelle Hung**  
*President*

**David J. Moore**  
*Vice President*

**Matt Lundy**  
*Member*



October 20, 2021

Melissa Tursack  
Purchasing Coordinator  
226 Middle Avenue  
Elyria, Ohio 44035

Dear Ms. Tursack:

Lorain County Board of Commissioners adopted Resolution #21-647 on October 20, 2021 entering into a tower lease agreement with Cleveland Communications, Inc., Parma, Ohio in order to collocate Communications Antennas and related apparatus on the tower at 255 Burns Road, Elyria, Ohio.

This is being forwarded for your information, along with the document for your distribution.

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa L. Upton".

Theresa L. Upton  
Clerk

enclosure

Cc: Dan Gross, Facilities Director  
File

CLEVELAND COMMUNICATIONS, INC.

TOWER LEASE

THIS LEASE AGREEMENT is made and entered into this 20<sup>th</sup> day of October, 2021 by and between Lorain County, Ohio (Lessor) and Cleveland Communications Incorporated, an Ohio corporation hereafter known as (Lessee),

WHEREAS, Lessee provides safety communication services to local governments for their use for Police, Fire, EMS, and Dispatching functions;

WHEREAS, Lessee desires to Lease space on the Lessor's tower located at 255 Burns Rd. Elyria, Ohio in order to collocate Communication Antennas and related apparatus that Lessee utilizes in order to facilitate safety communication services to Lessor and other municipal governments.

WHEREAS, Lessee and Lessor contemplate that this Tower Lease may become obsolete based on now ongoing negotiations concerning the adoption of a Trunked Radio System by Lessor, and the parties understand that based on the outcome of the referenced negotiations, a successor to this Tower Lease may be desirable.

NOW THEREFORE, LESSOR AND LESSEE AGREE AS FOLLOWS:

1. PREMISE LEASED. Lessor hereby leases unto Lessee at an agreed upon rate of \$1,500.00 per month, and a space for locating Lessee's antenna and related apparatus on a communication tower pursuant to the conditions set forth in this agreement.
2. TERM. The initial term of this Lease shall commence October 20, 2021 and end October 19, 2023.
3. EQUIPMENT INSTALLATION. Lessee shall be responsible for installation of its own equipment on and in the building and such installation of said equipment shall be within the accepted engineering standards for placement of such equipment. Lessee shall have the transmission cable permanently affixed between the antenna mount and the entry access by means of a messenger cable, tray or other such suitable method. Lessor reserves the right to determine appropriate placement of Lessee's equipment and must approve all plans for installation, prior to commencement of the work.
4. EQUIPMENT TO BE INSTALLED. Lessee may install that equipment as listed in Schedule A attached. Changes from this schedule must be approved in advance by Lessor, prior to installation.
5. REMOVAL OF EQUIPMENT. Upon termination of this lease and/or any renewal thereof, the Lessee shall within thirty days from the date of termination of this Lease, remove any and all of Lessee's equipment from the premises of the Lessor. Such removal shall be made within the accepted engineering standards for removal of such equipment and such removal shall be made in such a manner as to not damage any of the other equipment or Tower. Any damage caused by the removal of such equipment shall be repaired immediately by Lessee and at Lessee's expense.



6. **RENEWAL.** This Lease shall automatically renew for successive terms of Two (2) years each unless either party notifies the other, in writing, of an intent to terminate such Lease on or before thirty days prior to the expiration of the then current term of the Lease. Such notification shall be by certified mail with return receipt requested, at the address shown on the signature page. If no such notification is received thirty days prior to the expiration of the then current term of this Lease, then the Lease shall automatically renew for an additional term under the same terms and conditions as set forth in this Lease, with the exception that the rent prescribed above shall increase by an amount as agreed by the parties. If the parties cannot agree to an appropriate increase of rent within ninety days of the commencement of a new term, this Lease shall expire.
7. **TERMINATION OF LEASE.** This Lease may be terminated by either party for any reason provided the terminating party provides the other with Sixty (60) Days written notice of said termination. Such notice shall be by certified mail with return receipt requested, at the address shown on the signature page.
8. **ACCESS TO PREMESIS.** Lessee and/or properly authorized and technically trained personnel whose names shall be supplied in writing to the Lessor, shall have access to his equipment at all times in order to maintain and repair his equipment.
9. **MAINTENANCE AND REPAIR.** Lessee shall be responsible for all maintenance and repair in connection with his equipment installed on/in the building and Lessor shall not be responsible for any such repairs. Lessor agrees to keep and maintain the building in a good state of repair at its own expense.
10. **EQUIPMENT.** Lessee may install equipment as described in the attached "Schedule A".
11. **DESTROYED OR STOLEN EQUIPMENT.** Lessor shall not be responsible for any of Lessee's equipment, which may be destroyed, stolen or damaged, and Lessee shall carry any such insurance coverage desired for such equipment.
12. **LESSEE'S INSURANCE.** Lessee shall obtain and maintain sufficient Liability insurance to protect against loss, damage or injury in an amount agreed to by the Lessor and Lessee. Lessee shall add Lessor as an additional Insured.
13. **DEFAULT.** The following events shall constitute defaults on the part of the Lessee hereunder: The failure of Lessee to pay any part of the rental within fifteen days after the date on which such rental shall be due; and breach or failure of Lessee to observe or perform any of its other obligations hereunder and the continuance of such default for a period of fifteen days after notice in writing to Lessee of the existence of such default. Prior to declaring said default, the Lessor shall give notice to Lessee of its default and give Lessee a reasonable time period to correct the condition(s) that Lessor has determined constitutes default.
14. **RELOCATION OF EQUIPMENT.** Lessor will not require Lessee to relocate its equipment in any way that will cause deterioration to Lessee's radio signal. Nor will it require Lessee to move or alter its equipment in a manner that will require prior approval of the Federal Communications Commission without providing six months written notice to Sublessee.

15. **MARKING and LIGHTING REQUIREMENTS.** Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking requirements, which may be required by the Federal Aviation Administration or the Federal Communications Commission. Further, should Lessee be cited by either the FCC or the FAA because this site is not in compliance, and if Lessor does not cure the conditions of non-compliance within the time frame allowed by the citing agency, Lessee may terminate this Lease immediately upon notice to Lessor.
16. **ELECTRICAL POWER.** Lessor shall provide adequate current service to operate Lessee's equipment. Lessee shall install such electrical circuitry required to supply its equipment. Lessee hereby requests access to Lessor's UPS and generator for the purpose of backup power.
17. **INVALID PROVISION.** Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.
18. **COMPLETE AGREEMENT.** This agreement executed by the parties contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing and signed by the parties hereto. And further that each party has the necessary authority to execute this Agreement.

WITNESS our hands and seals on the 20<sup>th</sup> day of October 2021.

LESSOR BY:

Lorain County Commissioners


BY:

  
Michelle Hung, President

BY:

David J. Moore, Vice-President

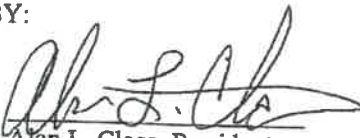
BY:

  
Matt Lundy, Member

226 Middle Avenue  
Elyria, Ohio 44035

LESSEE BY:

BY:

  
Alan L. Close, President  
Cleveland Communications, Inc.  
5220 Hauserman Rd.  
Parma, OH 44130

## EXHIBIT "A"

1 Dragonwave microwave radio with 2' antenna

1 Transmit antenna

1 Receive antenna

7/8" receive coaxial cable

1-1/4" transmit coaxial cable

1 Tower top amplifier

1 rack of L3Harris transmit and receive MASTR-V site equipment

1 L3Harris Interoperability interface



## LORAIN COUNTY COMMISSIONERS

Michelle Kung

David J Moore

Jeff Riddell



Exhibit F

### A VENDOR CROSSES THE LINE

There has been so much misinformation spread about radios it is really hard to simplify what is really at stake here. As we have seen over history, it always comes down to one thing....money.

It is a sad day when a vendor engages the Union's and Chiefs to do their dirty work as we seen these past 13 months. Emails have proven this to be true. CCI's primary goal is delay and denigration, seeking to sully the Board's reputation and obtain surrender through relentless political pressure. This information is based on January 8, 2024, opposition filing in federal court. During the 2022 campaign Commissioner Riddell ran on the fact the process led to a sole-bid multi-million dollar contract and the end product was not in the best interest of the county.

Under CCI's proposal, the county would never own the antennas, towers or other infrastructure comprising of the system. Instead the county would pay uncapped fees (a blank check) to lease access to the infrastructure, which would be owned by CCI. CCI made no firm commitments to build the underlying infrastructure, nor did it guarantee function ability or accessibility. CCI made no promises regarding the future cost to access its private network, which would remain at their whim. CCI is a classic middleman making a profit off the sale of other companies' products.

Knowing that CCI planned to own and control the county's emergency radio communication system, and was price gouging the county for the radios. The county rescinded its approval of the CCI proposal on January 9, 2023. This was met with relentless criticism from a few safety forces, who were told by CCI that only the L3 Harris radios would solve their communication needs.

Against this backdrop, CCI attempted to appeal the decision in Lorain Common Pleas Court. The court dismissed the appeal, and CCI later voluntarily dismissed its remaining breach of contract claim after facing a hard deadline to disclose its alleged lost profits. The company then immediately filed this case alleging the same facts but attempting to create a false sense of illegality by adding extravagant and yet meritless RICO and constitutional claims.

As the county proceeded to defend the taxpayers from these meritless claims and in doing so protecting taxpayers from millions of dollars wasted, CCI has been going door to door selling its L3 Harris radio to local agencies still promising that the technology is far superior to any alternative. Setting aside the fact that CCI's promises miss the mark, any P25 compliant radio will function on a MARC's system.

And while a few safety forces parrot CCI's claims that the MARC's system is ineffective, there is simply no evidence to support such contention, especially when it is used by 90% of Ohio counties.



## LORAIN COUNTY COMMISSIONERS

Michelle Hung

David J Moore

Jeff Riddell



Now CCI has sold more radios in the last year then it originally expected, It still has no plans to build the underlying infrastructure.

As a small company led by a single person, CCI likely always lacked the financial liquidity to bond such a large product, and therefore focused solely on its role as a radio storefront and not a communications network provider. Put another way, CCI paints itself as a victim to hide from its inability to deliver on its own promise.

CCI's tactics prove the county's initial concern that not only is CCI incapable of constructing and supporting the infrastructure, but it would also have been a detrimental partner in the county's efforts to protect its citizens.

Rather than weaponizing a few of our safety forces and promoting a false narrative, CCI should be echoing the fact that L3 Harris radios will function seamlessly on the new county's system.

CCI is not litigating this case because it cares about what is best for our safety forces and the county taxpayers; it cares only about its ability to charge uncapped fees to access a private (not public) emergency communication system.

As I stated in the beginning, it's always about money.

Yours in service.

David J. Moore  
Lorain County Commissioner



Exhibit G

**Lorain County Commissions Regular Board Meeting  
Friday, August 15, 2025  
Public Comments of Commissioner David J. Moore**

In regard to our Tuesday meeting, it's, you know, unfortunately there's a reason why and I'm a huge newspaper fan. You know, I do like the papers here, especially our County. But I consider what happened on Wednesday morning, a complete hit piece on the three of us.

This is not prepared. This is just me sitting up here after Brian brought up it up in his public comments. And because of the misinformation that continues to be spread around, um, I will be producing something, probably in the next 30 days, that will identify and hopefully clearly state the abuses that people like myself for four years, that Jeff has taken for two years, and Marty has been lucky not to engage in.

Fortunately for us, we had about 15 people attend. These are city employees that were in attendance that represented fire and police. And if you noticed and everyone wondered why they did not speak, I was informed that the vendor that has been suing us for the last two and a half years told them to stand down, which is good because our prosecutor and our sheriff is talking to them, and the vendor, and we will be working on a very civil separation from our tower on Burns Road. As you can tell, I'm being careful in how I word what I say.

But the fact of the matter is that the hit piece, and the reason I call it a hit piece is because when you take facts that the contract that Jeff Riddel and I rescinded has nothing to do with what we did. We rescinded buying 1,049 radios at \$5,800 a piece and then some consoles. That was \$7.7 million. The way it was reported, they made it look like that we turned that down and went with a \$14 million system. Again, that is false. What we did is we cancelled—we rescinded the resolutions, went out to bid because the responsibility of this Board is infrastructure. Not buying anybody's favorite radios for municipalities or townships. That's not our responsibility. Our responsibility is similar to the engineer's office, which is developing your roads. I'm not telling you what kind of car to buy. That administration was booted out of office in D.C., just as a side note. I'm not telling you what kind of car to buy. We're not telling you what kind of radio to buy. What was important to me for four years, and I've been consistent for four years is that I wanted interoperable infrastructure so that you could be inside these antiquated buildings that do not have internet or that may when power shuts off have no internet, I wanted a system that would protect our first responders with any radio that they choose. Fire likes Harris. Police like

Kenwood. Johnson. Motorola. EMS. Everyone has their favorite radio. But at the end of the day, what matters the most, is that when you push that button you could communicate.

And the system that costs \$28 million is what we went with and it went out to bid and L3 Harris did not bid. I wanted to go with Vasu, who was a local company who teamed up with Johnson. They were only \$500,000 more. But what had happened was the State of Ohio stepped up and said that if you use the State of Ohio's MARCS program, we'll pitch in another \$15 million. We used ARPA funds of \$13 million from the Federal government to build a world class infrastructure, so that each and every community in our county can pick and choose whatever radio and whatever vendor they want. That is not how it's being reported. I have been dealing with this for four years with misinformation. And the more and more that we see and hear and the truth continues to come out, its looking like this Board was right. We built an infrastructure that is going to be world class. And guess what, 78 other counties of the 88 have this system. Now you want to buy any radio that you want, that's fine. They will be able to use our system so that they will be protected. It is our job to provide the infrastructure, and we did that. We took a lot of heat. We knew that we were right, and we have proven that we were right.

Now, if you, there was promises I look the more history that we dig in, the more these lawsuits come out, the more we read, the more we learn about the political incest that was going on, the more you find out this got muddled right up and became a political hot button. But I'd like to thank the fact that 136 more people voted for Jeff Riddel. We saved over \$22 million of your tax dollars. And it doesn't stop there. We're going to continue to provide these type of services. As we look, as you hear earlier, as I talked to Mr. Greenspan and Armbruster, we're looking at every aspect to save every penny that we can. Because more and more we are being taxed heavier and more and more we're trying to make sure that when we spend your money, we're getting reimbursed. We're getting it from the feds. We're getting it from the state. Because as our job is, we are the budget authority and we're responsible for the infrastructure of this county. And I am very proud of our team who has taken also a lot of unnecessary hits and misinformation because they politicized it. It didn't work. It complicated the issue.

The bottom line is that I'm looking forward to having this whole county safe. Any inferences of the other is just propaganda. I'm also happy that the vendor who went to, who we were winning in state court, saw that we were winning in state court, dismissed their lawsuit, and filed RICO in Federal court, and has done nothing for two and a half years. No discovery. No depositions. *Nothing*. They were hoping I'd lose, but guess what happened. We had our right to say as we move forward to bring a world class system to Lorain County, we had the right and but we thought we could have waited. We didn't. We

wanted to give CCI enough time to say we are moving forward. We want you to have enough time to move on. And they panicked. And they knew this was coming. They didn't really panic. They called up the prosecutor and the sheriff. They all worked it out. They approached us. And with Lee's help, it's going to get resolved. We're going to be amicable. I mean I'm telling you right now this is not as rough as everybody thinks, as it seems. We're all, even with the abuse we take, we don't care. What's best for the community is what we're going to do.

And if you want to use a private system, that's fine. There's more changes coming next year. But the bottom line is we did the right thing. And the bottom line is it's going to be beneficial for the whole county. And eventually what you're seeing in Cuyahoga County, with Bay Village, they're combining their 911. They are moving into that way. Everyone is starting to go to regionalism. Regionalism when it comes to your 911 services. The good people of Lorain County support 911 with two levies. And pretty soon you're going to see that happening here in Lorain County.

So I'm very proud of our team. I'm not very happy with how we're being reported. Misinformation. Making it look like we turned down 7 and went with 14. When the real number was 28. And this Board got \$15 million from the state and \$13 million from the Feds. We're not using your general fund folks—general fund money for that. That's the kind of work this Board does. And with the heat that we take, we continue to fight and move forward for you, the taxpayer, because you're working and you have a life. And I know based on the 76 people that usually watch this, you know what, they trust us to do what's right. So that was my public comment. Thank you.

*Comments of David J. Moore*, beginning at 1:05, August 15, 2025, available at Commissioners' Board Meeting 8/15/25, available at <https://www.youtube.com/watch?v=12po84snl8&t=4381s>



Exhibit H



**Lorain County  
Community College**

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## **Lee Armbruster Appointed as New Member of LCCC District Board of Trustees**

Press Release

Posted June 26, 2025

Lee Armbruster, of North Ridgeville, has joined the Lorain County Community College District Board of Trustees. Armbruster was appointed May 20 by the Lorain County Commissioners for a term that runs through May 2030. She was sworn in during the June 26 board meeting.

The nine-member board includes three members appointed by the governor and six who are appointed by the Lorain County Commissioners.

"I am deeply honored to be appointed to the Lorain County Community College Board of Trustees by the Lorain County Commissioners," Armbruster said. "LCCC is a cornerstone of progress in our region, and I'm eager to get started. With a background in education, I understand the transformative power of learning and the importance of access, innovation and community engagement. I look forward to supporting

LCCC's mission to create opportunities for individual success, drive economic growth, and enrich the lives of those we serve."

Armbruster has nearly 20 years of experience in education, serving in teacher and administrative roles, primarily with North Ridgeville City Schools. She currently is the Coordinator of Community Partnerships and Educational Opportunities at North Ridgeville City Schools, where she works to expand learning experiences and career-connected pathways for students. In addition to her work in education, she is vice president of Armbruster Energy Companies.

"I am pleased to welcome Lee Armbruster to the LCCC District Board of Trustees," said LCCC President Marcia J. Ballinger, Ph.D. "Her extensive experience in education and business, combined with her community leadership, will be invaluable to the Board."

Armbruster serves on several boards, including the Lorain County Children Services Board, the North Ridgeville City Schools Supplemental Review Committee and the North Ridgeville Citizens for Better Schools Committee.

Armbruster replaces Margarita Quinones, whose term ended, on the LCCC District Board of Trustees. Additionally, Benjamin Fligner was reappointed by the Lorain County Commissioners to the board for a term that will run through May 2030.

Click to visit [REBOOT.FCC.GOV](https://REBOOT.FCC.GOV)**Exhibit I****Site / Frequency / Market Search Results**Table Of Contents

COALS and CDBS data is no longer current and should not be relied upon.

COALS data is available at <https://fccprod.servicenowservices.com/coals>.Radio and Television licenses are available from LMS at <https://enterpriseefiling.fcc.gov/dataentry/login.html>.**Site / Frequency / Market Search Results****Search Criteria:** State = OH, Single Point Location Search: 41 24' 28.8" N 082 04' 32.7" W, Currently Licensed and Pending Facilities

Universal Licensing System Database - Sites						
<b>Callsign:</b> <a href="#">WRQV905</a>	<b>Licensee:</b> Agile Network Builders LLC	<b>Radio Service:</b> Microwave Industrial/Business Pool (MG)	<b>City:</b> Canton, OH	<b>Status:</b> Active	<b>Grant Date:</b> 05/13/2022	<b>Expiration:</b> 05/13/2032
<b>Site:</b> 1	<b>Name:</b> OH093B003	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <a href="#">KQJ411</a>	<b>Licensee:</b> AMHERST, CITY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> AMHERST, OH	<b>Status:</b> Active	<b>Grant Date:</b> 10/05/2021	<b>Expiration:</b> 11/05/2031
<b>Site:</b> 6	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <a href="#">WRFG876</a>	<b>Licensee:</b> AVON, CITY OF	<b>Radio Service:</b> Trunked Public Safety 700 MHz (SY)	<b>City:</b> AVON, OH	<b>Status:</b> Active	<b>Grant Date:</b> 02/28/2020	<b>Expiration:</b> 02/28/2030
<b>Site:</b> 5	<b>Name:</b> BURNS RD	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <a href="#">WRUQ649</a>	<b>Licensee:</b> AVON, CITY OF	<b>Radio Service:</b> PubSafty/SpecEmer/PubSaftyNilPlan,806-817/851-862MHz,Trunked (YE)	<b>City:</b> AVON, OH	<b>Status:</b> Active	<b>Grant Date:</b> 09/22/2022	<b>Expiration:</b> 09/22/2032
<b>Site:</b> 3	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <a href="#">WQMZ228</a>	<b>Licensee:</b> CARLISLE, TOWNSHIP OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> LAGRANGE, OH	<b>Status:</b> Active	<b>Grant Date:</b> 11/19/2020	<b>Expiration:</b> 11/15/2030
<b>Site:</b> 4	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <a href="#">WROL260</a>	<b>Licensee:</b> Cleveland Communications Inc	<b>Radio Service:</b> Microwave Industrial/Business Pool (MG)	<b>City:</b> Parma, OH	<b>Status:</b> Active	<b>Grant Date:</b> 11/01/2021	<b>Expiration:</b> 11/01/2031



<b>Site:</b> 1	<b>Name:</b> LORAIN COUNT	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>WQEK838</u>	<b>Licensee:</b> EMT INC.	<b>Radio Service:</b> Industrial/Business Pool, Conventional (IG)	<b>City:</b> WELLINGTON, OH	<b>Status:</b> Active	<b>Grant Date:</b> 03/02/2016	<b>Expiration:</b> 02/23/2026
<b>Site:</b> 3	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Site:</b> 4	<b>Area of Operation:</b> KMRA around a Fixed Location		<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>KQA502</u>	<b>Licensee:</b> LORAIN, CITY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> LORAIN, OH	<b>Status:</b> Active	<b>Grant Date:</b> 10/20/2022	<b>Expiration:</b> 01/09/2033
<b>Site:</b> 5	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>KQB217</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 01/07/2025	<b>Expiration:</b> 03/03/2035
<b>Site:</b> 10	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Site:</b> 11	<b>Area of Operation:</b> KMRA around a Fixed Location		<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>WPRF536</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 06/21/2025	<b>Expiration:</b> 08/29/2035
<b>Site:</b> 6	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WPWB802</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 10/06/2022	<b>Expiration:</b> 10/07/2032
<b>Site:</b> 6	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Site:</b> 7	<b>Area of Operation:</b> KMRA around a Fixed Location		<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>WQBA521</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 07/11/2024	<b>Expiration:</b> 09/08/2034
<b>Site:</b> 4	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WQKU222</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 09/05/2019	<b>Expiration:</b> 09/14/2029
<b>Site:</b> 4	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Site:</b> 5	<b>Area of Operation:</b> KMRA around a Fixed Location		<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	

<b>Callsign:</b> <u>WRCC936</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 08/29/2018	<b>Expiration:</b> 08/29/2028
<b>Site:</b> 1	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WRJE446</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 08/17/2020	<b>Expiration:</b> 08/17/2030
<b>Site:</b> 8	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WRPZ575</u>	<b>Licensee:</b> LORAIN, COUNTY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 04/07/2022	<b>Expiration:</b> 04/07/2032
<b>Site:</b> 8	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WRBN906</u>	<b>Licensee:</b> LORAIN, COUNTY OF, OHIO	<b>Radio Service:</b> Microwave Public Safety Pool (MW)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 05/10/2018	<b>Expiration:</b> 05/10/2028
<b>Site:</b> 1	<b>Name:</b> BURNS ROAD TOWER	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>WRPF654</u>	<b>Licensee:</b> LORAIN, COUNTY OF, OHIO	<b>Radio Service:</b> Public Safety 4940-4990 MHz Band (PA)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 01/28/2022	<b>Expiration:</b> 01/28/2032
<b>Site:</b> 1	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WSII511</u>	<b>Licensee:</b> LORAIN, COUNTY OF, OHIO	<b>Radio Service:</b> 4940-4990 MHz Public Safety, Pt-to- Pt, Pt-to-Multi-Pt (PF)	<b>City:</b> ELYRIA, OH	<b>Status:</b> Active	<b>Grant Date:</b> 05/19/2025	<b>Expiration:</b> 05/19/2035
<b>Site:</b> 1	<b>Name:</b> BURNS RD TOWER	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>KCZ901</u>	<b>Licensee:</b> OBERLIN, CITY OF	<b>Radio Service:</b> Public Safety Pool, Conventional (PW)	<b>City:</b> OBERLIN, OH	<b>Status:</b> Active	<b>Grant Date:</b> 09/18/2021	<b>Expiration:</b> 09/25/2031
<b>Site:</b> 3	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W		
<b>Callsign:</b> <u>WPQG664</u>	<b>Licensee:</b> OHIO, STATE OF	<b>Radio Service:</b> PubSfty/SpecEmer/PubSftyNtlPlan,806- 817/851-862MHz,Trunked (YE)	<b>City:</b> COLUMBUS, OH	<b>Status:</b> Active	<b>Grant Date:</b> 05/08/2025	<b>Expiration:</b> 07/10/2035
<b>Site:</b> 1	<b>Name:</b> LORAIN COUNTY 9-1-1	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W	
<b>Callsign:</b> <u>WQQN346</u>	<b>Licensee:</b> OHIO, STATE OF	<b>Radio Service:</b> Trunked Public Safety 700 MHz (SY)	<b>City:</b> COLUMBUS, OH	<b>Status:</b> Active	<b>Grant Date:</b> 12/08/2022	<b>Expiration:</b> 01/31/2033



<b>Site:</b> 1	<b>Name:</b> LORAIN COUNTY 9-1-1	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W
<b>File Number:</b> 0011691308		<b>Licensee:</b> OHIO, STATE OF	<b>Radio Service:</b> (SY)	<b>City:</b> COLUMBUS, OH	<b>Status:</b> Pending (New)
<b>Site:</b> 1	<b>Name:</b> LORAIN 9-1-1	<b>Address:</b> 225 BURNS ROAD	<b>City:</b> ELYRIA, OH	<b>County:</b> LORAIN	<b>Coordinates:</b> 41 24' 28.8" N, 82 4' 32.7" W

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## MARCS Tower Co-Location

The Ohio Multi-Agency Radio Communication System (MARCS) Program Office manages numerous tower sites statewide that provide radio coverage throughout the state that are first and foremost a provider of communications for Ohio first responders. However, by nature of the locations of the towers and their height, many entities are potential users of any excess capacity available on these towers. Examples of such entities include other public safety/public service agencies, private cellular, broadband, or other wireless providers, and/or private enterprises with wireless radio needs.

To this end, MARCS has policies in place for those parties seeking the ability to co-locate on one of the currently existing MARCS towers. The policies, process, specifications, responsibilities, etc. are below along with a link to the co-location application form. Please note, the MARCS towers are Class III structures, and therefore may have more requirements and restrictions than other classes of towers.

- MARCS-01 Policy: Use of MARCS Communication Towers, Shelters, and Grounds
- MARCS Tower Site Co-Location Application

The application process requires a structural analysis of the tower (utilizing a Class III rating) with an engineer stamped letter indicating the tower shall hold the current loads, MARCS- design future loads, and the additional requested loads, unless otherwise specified. The cost and time for these studies varies, depending on how recently a structural analysis was done (which you may be able to make some use of), amongst other considerations. A typical timeline is anywhere from 5-8 weeks, with a cost ranging between \$2,500 to \$8,000, although actual timelines and costs may vary.

If you have any questions regarding the process or anything else regarding co-location on a MARCS tower,