

**DOCKET
OF A MEETING OF
THE LAKEWOOD CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS
LAKEWOOD CITY HALL - 12650 DETROIT AVENUE
JANUARY 20, 2015
7:30 P.M.**

The Regular Meetings of Lakewood City Council shall be held on the first and third Mondays of each month at 7:30 P.M., except that when such meeting date falls on a holiday such meeting shall instead be held on the following day. A Docket and Agenda of the business proposed to be transacted by Council will be available in the Clerk's Office and on the City's website www.onelakewood.com after 4 PM on the Friday before a Council meeting.

Section 121.08 of the Codified Ordinances of the City of Lakewood establishes rules for the public to follow when speaking before Council:

ADDRESSING COUNCIL – The President may recognize any non-member for addressing Council on any question then pending. In such cases, the person recognized shall address the chair, state his or her name and address and the subject matter he or she desires to discuss. Speakers must be courteous in their language and avoid personalities. When addressed by the Chair, the speaker must yield the floor and comply with all rulings of the chair, said rulings not being open to debate. Except with permission of Council specifically given, speakers shall be limited to five minutes. No person who has had the floor shall again be recognized until all others desiring an opportunity to speak have been given an opportunity to do so.

AGENDA ITEMS PROTOCOL:

The Clerk at the beginning of the meeting will present the AGENDA ITEMS sign-in sheet to the President of Council. Speakers will be called to address Council by the Chair. A citizen must first write his or her name, address and agenda item number on the designated sign-in sheet in order to be recognized.

PUBLIC COMMENT PROTOCOL:

The clerk at the end of the meeting will present the PUBLIC COMMENT sign-in sheet to the President of Council. Public Comment will be welcomed at the end of a Council Meeting on miscellaneous issues or issues other than agenda items. A citizen must first write his or her name, address and topic on the designated sign-in sheet in order to be recognized. The forum is not designed to be a question and answer session.

- I. Pledge of Allegiance
 - II. Moment of Silence
 - III. Roll Call
- Reading & disposal of the Minutes of the Regular Meeting of Council held December 15, 2014.
- Reading & disposal of the minutes of the Regular Meeting of Council held January 5, 2015.
- Reports, legislation and communications from Members of Council, the Mayor and other City Officials.

****OLD BUSINESS****

1. Committee of the Whole Report regarding C.O.W. 1/5/15 Appointments, 36-14, 8787-14 - Chair; Madigan (Also report to be provided) (Pg.5)
2. **RESOLUTION NO. 8771-14** A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing _____ to the Planning Commission for the six-year term beginning January 1, 2015 and ending December 31, 2020. (Referred to the Committee of the Whole 11/3/14) (Pg. 6)
3. **RESOLUTION NO. 8773-14** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing James R. Amendola to the Board of Zoning Appeals for the five-year term beginning January 1, 2015 and ending December 31, 2019. (PLEASE SUBSTITUTE REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14) (Pg. 7)
4. **RESOLUTION NO. 8774-14** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Colleen Zettler to the Community Reinvestment Area Housing Council for a three-year term beginning January 1, 2015 and ending December 31, 2017. (PLEASE SUBSTITUTE REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14) (Pg. 8)
5. **RESOLUTION NO. 8775-14** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Ryan Skubic to the Community Reinvestment Area Housing Council for a three-year term beginning January 1, 2015 and ending December 31, 2017. (PLEASE SUBSTITUTE REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14) (Pg. 9)
6. **RESOLUTION NO. 8776-14** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Amanda Barretto to the Board of Nuisance Abatement Appeals for the three-year term beginning January 1, 2015 and ending December 31, 2017. (PLEASE SUBSTITUTE REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14) (Pg. 10)
7. **RESOLUTION NO. 8778-14** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Rick Sicha to the Lakewood Heritage Advisory Board for a four-year term beginning January 1, 2015

and ending December 31, 2018. (PLEASE SUBSTITUTE REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14) (Pg. 11)

8. **RESOLUTION NO. 8779-14** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Amy Haney to the Lakewood Heritage Advisory Board for a four-year term beginning January 1, 2015 and ending December 31, 2018. (PLEASE SUBSTITUTE REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14) (Pg. 12)
9. **ORDINANCE NO. 36-14** – AN ORDINANCE to repeal the existing Chapter 1143, Off-Street Parking, of the Zoning Code of the City of Lakewood and to enact a new Chapter 1143, Parking. (PLACED ON 1ST READING & REFERRED TO THE COMMITTEE OF THE WHOLE 10/20/14, 2ND READING 11/3/14, DEFERRED 11/17/14, DEFERRED 1/5/15) (Pg. 13)
10. **RESOLUTION NO. 8787-14** – A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor to submit the Five Year Consolidated Plan (Fiscal Year 2015-2019) as a required for receiving federal Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships (HOME) funding from the U.S. Department of Housing and Urban Development (REFERRED TO THE COMMITTEE OF THE WHOLE 12/1/14, DEFERRED 1/5/15) (HUD). (Pg. 36)
11. Rules & Ordinances Committee Report regarding 59-14 & 60-14. (Pg.38) – Chair O’Leary.
12. **ORDINANCE NO. 59-14** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, to establish minimum coverage limits and fees required under various sections of the Lakewood Codified Ordinances related to insurance. (PLEASE SUBSTITUTE FOR ORDINANCE 59-14 PLACED ON 1ST READING & REFERRED TO THE RULES & ORDINANCES COMMITTEE 12/1/14, 2ND READING 12/15/14) (Pg. 39)
13. **ORDINANCE NO. 60-14** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, to establish the annual fee required for a secondhand dealer’s license pursuant to Section 737.02 of the Lakewood Codified Ordinances. (PLEASE SUBSTITUTE FOR ORDINANCE 60-14 PLACED ON 1ST READING & REFERRED TO THE RULES & ORDINANCES COMMITTEE 12/1/14, 2ND READING 12/15/14) (Pg. 41)
14. Public Safety Committee Report regarding Resolution 8793-15. (To Be Provided) – Chair Bullock

15. **RESOLUTION NO. 8793-15** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor to enter into an agreement with the Cleveland Clinic Foundation (CCF) which will allow police officers employed by the Cleveland Clinic Police Department to exercise limited police powers within the City of Lakewood on and around hospital property operated by CCF. (REFERRED TO THE PUBLIC SAFETY COMMITTEE 1/5/15) (Pg. 43)

16. **ORDINANCE NO. 1-15** – AN ORDINANCE to amend Section 1105.02 of the Zoning Code of the Codified Ordinances of the City of Lakewood by changing and revising the Zoning Map of the City with respect to certain property as set forth and described as 1207 Summit Avenue (PPN 311-31-094), 1206 Lakeland Avenue (PPN 311-31-095), 1600 Robinwood Avenue (PPN 314-12-040) and 1604 Robinwood Avenue (PPN 314-12-039) from R1H (Single Family, High Density) to C4 (Commercial, Public School). (PLACED ON 1ST READING & REFERRED TO THE PLANNING COMMISSION 1/5/15)(Pg. 46)

****NEW BUSINESS****

17. Communication from Councilmember Marx regarding Lakewood Animal Safety and Welfare Advisory Board 2015 Agenda. (Pg. 48)

18. Communication from Councilmember Anderson regarding Faith Noble to Community Relations Advisory Commission. (Pg. 49)

19. Communication from Mayor Summers regarding Letter of Intent Among Cleveland Clinic, Lakewood Hospital Association And Lakewood Hospital Foundation. (Pg. 50)

20. Communication from Planning & Development Director Siley regarding McKinley Purchase Agreement. (Pg. 62)

21. **ORDINANCE NO. 2-15** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Director of Planning and Development to enter into a purchase agreement with Liberty Development Company the TO SELL THE REAL PROPERTY LOCATED AT 1351 West Clifton Blvd. pursuant to Section 155.07 of the Codified Ordinances. (Pg. 63)

22. Communication from Planning & Development Director Siley regarding McKinley School Site Rezoning –Planned Development. (Pg. 85)

23. **ORDINANCE NO. 3-15** – AN ORDINANCE to amend Section 1105.02 of the zoning Code of the Codified Ordinances of the City of Lakewood by changing and revising the zoning Map of the City with respect to certain property as set forth and described as 1351 West Clifton Blvd. (PPN 311-22-028) from C4 (commercial, Public School) to PD (Planned Development) (Pg. 86)

24. Liquor Permit Application for D5F and D6 stock types to Emerald Necklace Marina, 1500 Scene Park Drive. (Pg.)



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650

www.onelakewood.com

Lakewood City Council
MARY LOUISE MADIGAN, PRESIDENT
RYAN P. NOWLIN, VICE PRESIDENT

Council at Large
RYAN P. NOWLIN
THOMAS R. BULLOCK III
CINDY MARX

Ward Council
DAVID W. ANDERSON, WARD 1
SAM O'LEARY, WARD 2
SHAWN JURIS, WARD 3
MARY LOUISE MADIGAN, WARD 4

January 20, 2015

Lakewood City Council
Lakewood, OH 44107

Dear Colleagues;

The Committee of the Whole met Monday January 12, 2015 to discuss three items.

Citizen appointments to boards and commissions; Proposed Ordinance 36-14; Repeal 1143, Off-Street Parking, Zoning; and, Proposed Resolution 8787-14 Submit 5-year Consolidated Plan.

Ordinance 36-14 and Resolution 8787-14 were deferred and taken up at the Committee of the Whole this evening.

We discussed appointments to various boards and commissions and recommended the following appointments:

8773-14 James R. Amendola to Board of Zoning Appeals
8774-14 Colleen Zettler to Community Reinvestment Area Housing Council
8775-14 Ryan Skubic to Community Reinvestment Area Housing Council
8776-14 Amanda Barretto to Board of Nuisance Abatement
8778-14 Rick Sicha to Lakewood Heritage Advisory Board
8779-14 Amy Haney to Lakewood Heritage Advisory Board

Respectfully submitted,

Mary Louise Madigan, Chair
COMMITTEE OF THE WHOLE

RESOLUTION NO. 8771-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing _____ to the Planning Commission for the six-year term beginning January 1, 2015 and ending December 31, 2020.

WHEREAS, the end of a term has caused a vacancy on the Planning Commission beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the commission; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is currently vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints _____ to the Planning Commission for the six-year term beginning January 1, 2015 and ending December 31, 2020.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

referred to the committee of the whole 11/3/14.
Please substitute for Resolution 8773-14
per C.O.W. meeting 1/12/15

RESOLUTION NO. 8773-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing James R. Amendola to the Board of Zoning Appeals for the five-year term beginning January 1, 2015 and ending December 31, 2019.

WHEREAS, the end of a term has caused a vacancy on the Board of Zoning Appeals beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the board; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is currently vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints James R. Amendola to the Board of Zoning Appeals for the five-year term beginning January 1, 2015 and ending December 31, 2019.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

RESOLUTION NO. 8774-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Colleen Zettler to the Community Reinvestment Area Housing Council for a three-year term beginning January 1, 2015 and ending December 31, 2017.

WHEREAS, the end of a term has caused a vacancy on the Community Reinvestment Area Housing Council beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the council; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is currently vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints Colleen Zettler to the Community Reinvestment Area Housing Council for a three-year term beginning January 1, 2015 and ending December 31, 2017.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14.
Substituted at C.O.W. 1/12/15.

RESOLUTION NO. 8775-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Ryan Skubic to the Community Reinvestment Area Housing Council for a three-year term beginning January 1, 2015 and ending December 31, 2017.

WHEREAS, the end of a term has caused a vacancy on the Community Reinvestment Area Housing Council beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the council; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is currently vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints Ryan Skubic to the Community Reinvestment Area Housing Council for a three-year term beginning January 1, 2015 and ending December 31, 2017.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

REFERRED TO THE COMMITTEE OF THE WHOLE
11/3/14.
SUBSTITUTED 1/12/15 at C.O.W.

RESOLUTION NO. 8776-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Amanda Barretto to the Board of Nuisance Abatement Appeals for the three-year term beginning January 1, 2015 and ending December 31, 2017.

WHEREAS, the end of a term has caused a vacancy on the Board of Nuisance Abatement Appeals beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the board; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is currently vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints Amanda Barretto to the Board of Nuisance Abatement Appeals for the three-year term beginning January 1, 2015 and ending December 31, 2017.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

RESOLUTION NO. 8778-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Rick Sicha to the Lakewood Heritage Advisory Board for a four-year term beginning January 1, 2015 and ending December 31, 2018.

WHEREAS, the end of a term has caused a vacancy on the Lakewood Heritage Advisory Board beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the board; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is soon vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints Rick Sicha to the Lakewood Heritage Advisory Board for a four-year term beginning January 1, 2015 and ending December 31, 2018.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

REFERRED TO THE COMMITTEE OF THE WHOLE 11/3/14.

Substituted at C.O.W. 1/12/15.

RESOLUTION NO. 8779-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing Amy Haney to the Lakewood Heritage Advisory Board for a four-year term beginning January 1, 2015 and ending December 31, 2018.

WHEREAS, the end of a term has caused a vacancy on the Lakewood Heritage Advisory Board beginning January 1, 2015, in a seat occupied by a Council appointee, thus requiring an appointment to the board; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure and that it shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that the position to be occupied by this appointee is soon vacant; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD:

Section 1. Council appoints Amy Haney to the Lakewood Heritage Advisory Board for a four-year term beginning January 1, 2015 and ending December 31, 2018.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five of members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

PLACED ON 1ST READING & REFERRED TO THE
COMMITTEE OF THE WHOLE 10/20/14.

PLACED ON 2ND READING 11/3/14 DEFERRED 11/17/14.
DEFERRED 1/5/15 BY:

ORDINANCE NO. 36-14

AN ORDINANCE to repeal the existing Chapter 1143, Off-Street Parking, of the Zoning Code of the City of Lakewood and to enact a new Chapter 1143, Parking.

WHEREAS, revisions are necessary to the parking code of the city of Lakewood to bring the parking code into alignment with the transportation goals and objectives outlined in the Community Vision; and

WHEREAS, the proposed parking code is more user friendly for our residents, more responsive to the needs of Lakewood's smaller local businesses and will more clearly manage the parking expectations for larger redevelopments; and

WHEREAS, at its October 2nd meeting the Planning Commission voted unanimously to recommend Council approve changes outlined in this ordinance; and

WHEREAS, Article 18, Section 3 of the Constitution of the State of Ohio permits municipalities to exercise all powers of local self-government and to adopt and enforce within their limits such as local police, sanitary and other regulations as are not in conflict with general laws, now therefore,

BE IT ORDAINED IN THE CITY OF LAKEWOOD, OHIO:

Section 1. That Chapter 1143, Off-Street Parking of the Zoning Code of the City of Lakewood, currently reading as follows:

1143.01 PURPOSE.

Off-street parking regulations are established in order to protect residential neighborhoods from on-street parking; to promote the general convenience, welfare and prosperity of commercial development; and to relieve congestion so the streets can be utilized more fully for movement of vehicular traffic.

1143.02 GENERAL PROVISIONS.

(a) For every building hereafter erected or expanded, or where the use is changed or enlarged, there shall be provided off-street parking and loading areas as set forth in this Chapter.

(b) No permits shall be issued for any building, improvement or use of land, including, but not limited to, building permits and certificates of occupancy, until a plot plan is submitted to the Commissioner showing such off-street parking and loading spaces as is hereunder required. Such plan shall be prepared at a reasonable scale, showing property lines, the dimensions of the property, the size and arrangement of all parking and loading spaces, the means of ingress and egress to such parking and loading spaces from the street and interior circulation within the property, the extent of any change required in existing site conditions

to provide required parking and loading spaces and such other conditions as may be necessary to permit review and approval of the proposed parking and loading spaces.

(c) Off-street, on-site parking spaces for all uses as required by this Chapter shall be designed and maintained in accordance with applicable sections of these Ordinances so as to be safe, attractive and free of hazard, nuisance or other unsafe condition, and be used for exclusive use of the tenants, occupants and customers of the buildings or uses on said site.

(d) All parking spaces and off-street spaces shall be provided in accordance with this Chapter and shall be provided on the same lot as the principal use to which it is accessory.

(e) Unenclosed parking spaces shall not be used for repair of a motor vehicle.

(f) Parking for all motor vehicles shall be on an improved surface of concrete or asphalt or other materials approved by the Board of Building Standards.

1143.03 DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES.

(a) Where floor area is designed as the standard for determining parking space requirements, floor area shall be computed on the gross floor area (GFA), in square feet, of all floors of the building, including the exterior walls.

(b) Where seating capacity is the standard, employees shall mean the regular working staff, (paid, volunteer or otherwise) at maximum strength/per shift and in full-time equivalent numbers necessary to operate, maintain or service any given facility or use under normal levels of service.

(c) The number of parking spaces required will be computed to the next largest number.

(d) In the case of mixed uses or more uses as listed in Section 1143.04, the total parking spaces shall be equal to the requirements of various uses computed separately.

(e) Cumulative parking requirements for mixed-use occupancies may be reduced upon review and approval by the Commissioner where it can be determined that the peak requirement of the several occupancies occurs at different times (either daily or seasonally).

1143.04 USE CATEGORIES.

For the purposes of calculating parking and loading requirements, uses are defined as follows:

(a) Cultural/Recreational and Entertainment:

(1) Public assembly; including art galleries, auditoriums, community and recreational centers, convention rooms, ballrooms, meeting rooms and exhibit halls, libraries, museums, movie and performing arts centers, stadiums and arenas, funeral homes, churches, synagogues and mosques, outdoor theaters/festival/drama, and mausoleums.

(2) Public recreation; including bowling alleys, gymnasiums, health clubs, roller and ice skating rinks, tennis, racquetball, swimming and other recreational facilities.

(3) Educational; including grade and secondary schools, colleges, special education facilities, trade schools, adult education facilities or testing/research facilities used for or in conjunction with educational purposes, and including dance and karate studios.

(b) Food and Beverage Services:

(1) Quality restaurant; including restaurants, lounges, and bars with or without dancing and entertainment facilities, which provide only seated table service.

(2) Family restaurant; without a bar or lounge area which provides food delivered to tables or dining counters, and only incidental carry out service.

(3) Fast food; which provides quickly or previously prepared food to a service counter; the patron carries the food out or to an indoor or outdoor seating area.

(4) Carry out; which provides quickly or previously prepared food to a service counter; the patron carries the food off premises for consumption.

(c) Governmental: including Federal, State, County, Township and Municipal buildings of all types and facilities used by public or quasi-public agencies that serve or assist the public or provide an accepted public purpose.

(d) Industrial: including manufacturing processing, assembly, and/or packaging plants of all types.

(e) Office and Business Services:

(1) General business offices; including, but not limited to, accounting, advertising, architectural/engineering/urban planning, bookkeeping, business and management consulting, charitable, consumer protection, corporate credit reporting, data processing, detective services, interior decorating (without furniture showrooms), legal offices, newspaper and newspaper distribution, philanthropic or professional membership business associations, publishing houses (without printing plants), public relations, religious services, research labs, stenographic services, syndicate offices, title abstracting, travel agencies and window cleaning services.

(2) Financial services offices; including, but not limited to, collection services, commodity or security broker/dealer, currency exchange, employment agencies, employment services, financial institutions including banks, savings and loans, credit unions, financial counseling, income tax preparation, insurance agencies and brokers/service offices, loan companies, labor unions, and real estate offices.

(f) Medical Offices:

(1) Including, but not limited to, dentists, physicians, chiropractors, psychiatrist/psychologist, nonresidential psychiatric, alcoholic and narcotic treatment centers, dental and medical laboratories, medical clinics and outpatient surgery/treatment centers, offices for the fitting and repair of hearing aids and prosthetic appliances, and massotherapy.

(g) Home Occupation Offices:

(1) Including such services, provided solely by the owner or tenant, as accounting, insurance, public relations, tax preparation, legal, stenographic, planning and design and similar activities.

(h) Residential Uses:

(1) Single-family structures; including detached houses and duplexes, townhouses, and clustered dwelling units that may be attached but have separate entrances and/or parking areas for each unit or common parking areas servicing two (2) or more units.

(2) Multi-family structures; including condominium and apartment buildings with common entranceways and/or parking areas for two (2) or more dwelling units.

(3) Senior housing; including any multi-family dwelling occupied ninety percent (90%) or more by persons sixty (60) years of age or older.

(4) Sleeping rooms; including boarding, lodging, bed and breakfast homes, rectories and convents, and rooms that are rented or used on an individual basis by non-family members.

(5) Commercial lodging; including hotels, motels, motor lodges and motor courts.

(6) Group/convalescent/nursing homes and assisted living; where unrelated persons reside under supervision for special care, treatment, training or other purposes on a temporary or permanent basis.

(7) Day-care centers; where unrelated persons are cared for during limited periods each day in a supervised facility.

(8) Hospitals; including teaching and specialized medical centers, sanitariums, and residential alcoholic, psychiatric and narcotic treatment facilities that provide for temporary or long-term resident patient care.

(i) Retail/Service Uses:

(1) General retail; including generally the sale of items such as antiques, art, art supplies, bicycles, books, camera and photographic supplies, china and glassware, clothing, coin merchandising, drapery/curtain/window coverings, dry goods, fabric and sewing accessories, floor coverings, furriers and fur apparel, gift/novelty/souvenirs, hobby, jewelry, linens/sheets/towels, leather/luggage/suitcases, musical instruments, optical shops, newspapers and magazines, retail florist (non greenhouse), paint and wall coverings, pet shops, records/audio/stereo/TV, school and office supplies, second hand and resale, shoes, small electrical appliances, specialty, stationary, tobacco, and toys.

(2) Convenience retail; including bakeries and confectioneries (non-manufacturing), butchers/ meat shops, dairy products, eggs and poultry, fish and seafood, fruit grocery/superstores/supermarkets/liquor, laundry/dry cleaning (pickup station only), pharmacy, drug, film/video rentals.

(3) Service retail; including drapery services, direct selling, appliance repair, tool and appliance rentals, mail order, merchandise vending, printing/copy, shoe repair, pawn shops, photographic studios, tailoring and dressmaking, upholstery.

(4) Hard goods retail; including automotive parts and supplies (without repair facilities), furniture, key and lock, hardware, wholesale florists, garden supply, greenhouse, nurseries, truck gardens and orchards, lumber and building

supplies, household appliances, lighting and electrical supplies, pool and patio furniture, and sales display and showrooms for any building product (including millwork, cabinets, plumbing, glass and mirror, fencing, swimming pools/spas/hot tubs, etc.).

(5) Shopping centers; with two (2) or more individual stores, provided in the same building or attached buildings, and gross leaseable area (GLA) totaling more than 10,000 square feet.

(6) Personal care services; including barber and beauty shops, cosmetology and cosmetic salons, diet counseling centers, electrolysis/hair removal salons, fingernail salons, tanning salons.

(7) Coin operated laundry and coin operated dry cleaning facilities; with or without attendant services and/or a pickup station for outside dry cleaning service.

(8) Other retail/service uses; including animal clinics/hospitals/veterinarian offices, kennels/pounds and grooming services.

(9) Motor vehicle sales and service; including automotive sales, gasoline and/or diesel fuel stations, automotive rental agency, marine craft sales and service, engine and motor repair shops, automotive glass/muffler/painting/tire/upholstery/repair shops, recreational and sports vehicle sales and service, or any combination thereof.

(10) Car wash/motor vehicle detailing facilities; including facilities for washing, waxing and cleaning of vehicles and vehicle components but expressly prohibiting facilities or equipment for the repair, overhaul or storage of motor vehicles or vehicle components.

(j) Storage/Wholesale/Utility:

(1) Including, but not limited to, mini warehouse with secured, individual storage units, which are leased for a fee to individual companies or persons.

(k) Wireless Telecommunication Facilities: pursuant to Section 1159.05(l).

(l) Sexually Oriented Businesses: pursuant to Section 1163.06.

(m) Mixed Use Overlay District: pursuant to Section 1135.03(b).

(n) Planned Development: pursuant to Section 1156.05(e).

(o) Drive-through facilities; including but not limited to, fast-food restaurants, financial institutions, car washes, photo uses, and drug stores.

1143.05 SCHEDULE OF USES AND SPACE REQUIREMENTS.

The required number of off-street parking, loading spaces and stacking spaces for a use category described in Section 1143.04 shall be as set forth in Schedule 1143.05 following this chapter.

The Commissioner is hereby authorized to determine the required off-street parking and loading requirements for uses not specifically listed in this Ordinance, based on the most similar use(s) that are listed. Such determination by the Commissioner shall be in writing and shall be appealable to the Board.

1143.06 OFF-STREET LOADING SPACES REQUIRED.

The location of off-street loading spaces shall be regulated according to the following:

(a) Streets, sidewalks, alleys or other public rights-of-way or other public property shall not be used for loading purposes nor shall vehicles be parked on such areas during loading and unloading.

(b) No part of any required yard, off-street parking area, or access drive thereto, shall be used for loading or unloading purposes.

1143.07 VARIANCE.

The Commissioner may grant a variance to the off-street parking requirements if it can be established that there is an equivalent number of unused parking spaces available in a parking lot or an acceptable alternative within 300 feet, utilizing sidewalks, from the use in question.

Wherever any required off-street parking is provided elsewhere than on the lot or parcel of land on which the principal use to be served is located, a written agreement thereby assuring the retention of such parking shall be properly drawn and executed by the parties concerned, approved as to form by the Law Department, and filed with the application for a variance under this Section.

1143.08 COMPLEMENTARY USES.

Up to ten percent (10%) of the floor area (calculated as required by the standard for the principal use) in the same building or attached buildings may be occupied by other complementary uses without providing parking spaces in addition to that imposed by the application of the ratio for the principal use.

Examples of complementary uses include a pharmacy in a hospital or medical office building, "food courts" or restaurant within a principal shopping center building, and retail or restaurant tenants in an office building so long as the total space occupied by complementary tenancies does not exceed ten percent (10%) of the appropriate GFA of any building or facility.

1143.09 UNLICENSED, IMMOBILIZED VEHICLES.

No person shall store or permit to be stored, for a period of more than three (3) consecutive days, any motor vehicles not having current year license plates and/or damaged or immobilized so as to render it incapable of being moved under its own power, upon any lot or land designated as within any district, unless the same shall be in a completely enclosed building or garage. "Motor Vehicle" shall have the same meaning as in O.R.C. 4501.01. This Section shall not apply to motor vehicle sales lots.

1143.10 APPLICABILITY.

The Commissioner shall enforce the provisions of Chapter 1143, or such other persons as the Commissioner may designate, when a parking lot is constructed, expanded, enlarged, or altered.

1143.11 PARKING LOT DESIGN.

Parking lots in the Multiple-Family, Low Density Districts (ML), and Multiple-Family High Density Districts (MH); Commercial Districts, C1 Office, C2 Retail,

C3 General Business, C4 Public School, and the Industrial (I) District, are regulated pursuant to Section 1325.08 of the Building Code.

SCHEDULE 1143.05: PARKING USES AND SPACE REQUIREMENTS				
USE	STACKING SPACES REQUIRED**	PARKING SPACES REQUIRED	LOADING SPACES REQUIRED	OTHER REQUIREMENTS
RESIDENTIAL				
Single-, Two-, Three-Family		2/Dwelling Unit	None	One (1) required space shall be in a garage. The front yard shall not be used for off-street parking except in the Lagoon District.
Type B Home Occupation		3	None	In addition to requirement for residential use.
Bed & Breakfast		1/Guest Room	None	In addition to requirement for residential use.
Multi-Family Studio 1 Bedroom 2+ Bedroom		1.5/Dwelling Unit	None	One (1) required space shall be assigned to each dwelling unit. One (1) required space shall be in a garage. The front yard shall not be used for off-street parking.
Multi-Family Bedrooms Added to Existing		1/Bedroom	None	One (1) required space shall be added for each two (2) occupancy increases or fraction thereof.
Sleeping Rooms		1/Roomer	None	
Commercial Lodging		1/Room plus .25/employee	1/100 Units or fraction thereof	
Elderly Housing		.25/Dwelling Unit	One (1)	

SCHEDULE 1143.05: PARKING USES AND SPACE REQUIREMENTS				
USE	STACKING SPACES REQUIRED**	PARKING SPACES REQUIRED	LOADING SPACES REQUIRED	OTHER REQUIREMENTS
RESIDENTIAL (Cont.)				
Group/Nursing/Convalescent/Assisted Living Home		1/employee plus .25/Bed or .25/Dwelling Unit	One (1)	
Home Day Care		.25/Infant, Toddler, Child	None	
RETAIL SERVICE				
General Retail	2/Lane (Pharmacy, Photo or other low to moderate use)	2.5/1,000 sq. ft. GFA*	None	
Convenience Service		4/1,000 sq. ft. GFA	None	
		2.5/1,000 sq. ft. GFA	None	
Hard Goods		2.5/1,000 sq. ft. GFA	None	
Shopping Center		4/1,000 sq. ft. GFA	1/25,000 sq. ft.	
Personal Care Service		1.5/Station	None	
Coin Operated Laundries		1/4 Machines	None	
Other Retail/Service		2.5/1,000 sq. ft. GFA + .5/Employee	None	
Motor Vehicle Sales and Service	2/Gas Pump Island	1/Employee +2/Bay 2.5/1,000 sq. ft. GFA	1/25,000 sq. ft.	
	5/Car Wash Lane	2 Stacking Spaces/Gas Pump Island		

SCHEDULE 1143.05: PARKING USES AND SPACE REQUIREMENTS				
USE	STACKING SPACES REQUIRED**	PARKING SPACES REQUIRED	LOADING SPACES REQUIRED	OTHER REQUIREMENTS
RETAIL SERVICE (Cont.)				
Car Wash		1/Employee +2 Stacking Spaces/Bay	None	
FOOD AND BEVERAGE				
Quality Restaurant		.25/Seat	None	
Family Restaurant		.25/Seat	None	
Fast Food	10/Drive-Through Lane	.25/Seat provided	None	
Carry Out		2.5/1,000 sq. ft. GFA	None	
Bars/Taverns		.25/Seat	None	One (1) required space for every twelve (12) square feet of designated standing area.
OFFICE AND BUSINESS SERVICES				
General Business		3.5/1,000 sq. ft. GFA	None	
Financial Services	3/Drive-Through Lane	3.5/1,000 sq. ft. GFA	None	
Medical Offices		4/Doctor	None	
STORAGE/WAREHOUSE				
Mini Warehouse		1/Storage Unit +2	None	

SCHEDULE 1143.05: PARKING USES AND SPACE REQUIREMENTS				
USE	STACKING SPACES REQUIRED**	PARKING SPACES REQUIRED	LOADING SPACES REQUIRED	OTHER REQUIREMENTS
INDUSTRIAL				
Any use described in Section 1131.02		.5/Employee	1/25,000 sq. ft. up to 50,000 sq. ft. GFA; +1/ next 50,000 sq. ft. +1/100,000 sq. ft. thereafter	
WIRELESS TELECOMMUNICATION FACILITIES				
Any use described in Section 1159.05(I)		1/Facility		
EDUCATION				
Elementary and Secondary Schools		1/Classroom or .25/Seat in Assembly Hall; 2/Student +1/Staff +.33/Seat in Stadium or Assembly Hall, whichever is greater	None	
High School, College, Trade School		.2/Student + 1/Staff + .33/Seat in stadium or Assembly Hall, whichever is greater	None	
Dance/Karate Studio		.33/Student	None	

SCHEDULE 1143.05: PARKING USES AND SPACE REQUIREMENTS				
USE	STACKING SPACES REQUIRED**	PARKING SPACES REQUIRED	LOADING SPACES REQUIRED	OTHER REQUIREMENTS

CULTURAL/RECREATIONAL/ENTERTAINMENT				
Public Assembly		.33/Seat	None	
Church		.33/Seat	None	
Funeral Homes		1/50 sq. ft. GFA* Parlor/Service Rooms	None	
Public Recreation		10/1,000 sq. ft. Recreation Area	None	
Bowling Alley		2/Alley	None	
Skating Rinks		10/1,000 sq. ft. Activity Area	None	

*(GFA) Gross Floor Area, see Section 1143.03.

** Stacking spaces not specified shall be determined on an individual basis by the Commission.

is hereby repealed.

Section 2. That a new sub-section within section 1103.02 Parking Lot, is hereby enacted to read as follows:

§1103.02() **Parking Lot** means any outdoor space, plot, place, lot, parcel, yard or enclosure or any portion thereof, where more than two motor vehicles may be parked, stored, serviced, housed or kept.

Section 3. That new a sub-section within section 1103.02, Parking Space, of the Codified Ordinances of the City of Lakewood is hereby enacted to read as follows:

§1103.02() **Parking Space** means an area designated for the parking of a bicycle or space designated by pavement markings intended for the parking of a motor vehicle.

Section 4. That new Chapter 1143, Parking, of the Zoning Code of the City of Lakewood, is hereby enacted to read as follows:

1143.01 PURPOSE

The purpose of this Chapter is to establish flexible vehicle parking requirements that support the Community's Vision to provide safe, convenient, and integrated transportation options throughout the city. Parking requirements are based on the needs of the community and consider the context of the neighborhood, transit availability, on-street parking, density, mix of uses, walkability, and the use of alternative modes of transportation. Parking requirements are designed to accommodate average day-to-day demand, as opposed to peak demand, in order to reduce excessive off-street parking and free up land for more economically productive or environmentally conscious uses.

1143.02 GENERAL PROVISIONS

- (a) For every building hereafter erected or expanded, or where the use is changed or enlarged, there shall be provided parking as set forth in this Chapter.
- (b) No permits shall be issued for any building, improvement or use of land, including, but not limited to, building permits and certificates of occupancy, until a parking plan is submitted to the Director showing such parking spaces, as defined in Section 1103.02 of this Zoning Code, as is hereunder required. Such plan shall be prepared at a reasonable scale, showing property lines, the dimensions of the property, the size and arrangement of all parking spaces, the means of ingress and egress to such parking spaces from the street and interior circulation within the property, the extent of any change required in existing site conditions to provide required parking spaces and such other conditions as may be necessary to permit review and approval of the proposed parking spaces.
- (c) Off-street, on-site parking spaces for all uses as required by this Chapter shall be designed and maintained in accordance with applicable sections of these Ordinances so as to be safe, attractive and free of hazard, nuisance or other unsafe condition.
- (d) Unenclosed parking spaces shall not be used for repair of a motor vehicle.
- (e) Parking for all motor vehicles shall be on an improved surface of concrete, asphalt or other materials approved by the Building Commissioner.

1143.03 DETERMINATION OF REQUIRED OFF-STREET PARKING SPACES.

- (a) Where floor area is designed as the standard for determining parking space requirements, floor area shall be computed on the gross floor area

(GFA), in square feet, of all floors of the building, including the exterior walls.

(b) Where number of employees is the standard, employees shall mean the regular working staff, (paid, volunteer or otherwise) at maximum strength/per shift and in full-time equivalent numbers necessary to operate, maintain or service any given facility or use under normal levels of service.

(c) The number of parking spaces required will be computed to the next largest number.

(d) In the case of mixed uses or more uses as listed in Section 1143.04, the total parking spaces shall be equal to the requirements of various uses computed separately.

(e) Cumulative parking requirements for mixed-use occupancies may be reduced upon review and approval by the Planning Commission where it can be determined that the peak requirement of the several occupancies occurs at different times (either daily or seasonally).

1143.04 USE CATEGORIES.

For the sole purpose of calculating parking requirements, uses are defined as follows:

(a) Commercial

(1) Car Wash: Including facilities for washing, waxing and cleaning of vehicles and vehicle components but expressly prohibiting facilities or equipment for the repair, overhaul or storage of motor vehicles or vehicle components.

(2) Commercial lodging: including hotels, motels, motor lodges and motor courts.

(3) Office: Means use of a building for business, professional, administrative or medical office. A general office is characterized by a low proportion of vehicle trips attributable to visitors or clients in relationship to employees.

(4) Retail: Means sale or service to the final consumer for direct consumption or an establishment providing retail sale of products or services to the public.

(5) Storage/Warehouse: Including, but not limited to, mini warehouse with secured, individual storage units, which are leased for a fee to individual companies or persons.

(b) Industrial: Means manufacturing processing, assembly, and/or packaging plants of all types.

(c) Institutional: Means buildings of all types and facilities used by public, quasi-public or nonprofit agencies that serve or assist the public or provide an accepted public purpose, including hospitals.

(d) Residential

(1) Single-family structures; including detached houses and duplexes, townhouses, and clustered dwelling units that may be attached but have separate entrances.

(2) Multi-family structures; including condominium and apartment buildings with common entranceways and/or parking areas for two (2) or more dwelling units.

(3) Senior housing; including any multi-family dwelling occupied ninety percent (90%) or more by elderly persons, as defined by United States Department of Housing and Urban Development.

(4) Sleeping rooms; including boarding, lodging, rectories and convents, and rooms that are rented or used on an individual basis by non-family members.

(6) Group/convalescent/nursing homes and assisted living; where unrelated persons reside under supervision for special care, treatment, training or other purposes on a temporary or permanent basis.

(7) Day-care centers; where unrelated persons are cared for during limited periods each day in a supervised facility.

(e) Public Assembly: Including, but are not limited to, all buildings or portions of buildings, used for gathering together 100 or more persons for such purposes as deliberation, worship, entertainment, eating, drinking, or amusement. Examples of assembly include, but are not limited to, large meeting rooms and classrooms, auditoriums with fixed or loose chair seating, multi-purpose rooms, concert halls, and theaters. Restaurants, or other rooms used primarily for the service of food are not places of public assembly.

(f) Wireless Telecommunication Facilities: pursuant to Section 1159.05(l).

(g) Sexually Oriented Businesses: pursuant to Section 1163.06.

(h) Mixed Use Overlay District: pursuant to Section 1135.03(b).

(i) Planned Development: pursuant to Section 1156.05(e).

(j) Drive-through facilities; including but not limited to, fast-food restaurants, financial institutions, car washes, photo uses, and drug stores.

1143.05 SCHEDULE OF USES AND SPACE REQUIREMENTS.

The required number of off-street parking spaces for a use category described in Section 1143.04 shall be as set forth in Schedule 1143.05 following this Chapter. Parking in accordance with the schedule is required.

The Director is hereby authorized to determine the required off-street parking requirements for uses not specifically listed in this Ordinance, based on the most similar use(s) that are listed. Such determination by the Director shall be in writing and shall be appealable to Planning Commission, per Section 1173.03.

1143.06 UNLICENSED, IMMOBILIZED VEHICLES.

No person shall store or permit to be stored, for a period of more than three (3) consecutive days, any motor vehicles not having current year license plates and/or damaged or immobilized so as to render it incapable of being moved under its own power, upon any lot or land designated as within any district, unless the same shall be in a completely enclosed building or garage. "Motor Vehicle" shall have the same meaning as in O.R.C. 4501.01. This Section shall not apply to motor vehicle sales lots.

1143.07 APPLICABILITY.

The Director shall enforce the provisions of Chapter 1143, or such other persons as the Director may designate, and may ask for advisement from the Planning Commission on manners related to parking.

1143.08 PARKING LOT DESIGN.

Parking lots, as defined in Section 1103.02 of this Zoning code, in the Multiple-Family, Low Density Districts (ML), and Multiple-Family High Density Districts (MH); Commercial Districts, C1 Office, C2 Retail, C3 General Business, C4 Public School, and the Industrial (I) District, are regulated pursuant to Section 1325.08 of the Building Code.

1143.09 PARKING PLAN REVIEW: PLANNING COMMISSION

The Planning Commission shall review applications for parking plans that do not meet the set schedule in 1143.05. In addition to referencing Section 1143.09 and Section 1143.10, the Commission may consider the following when reviewing an application:

(a) Impact on central character of residential neighborhoods taking on overflow parking;

- (b) Available surface parking lots in the neighborhood that could be used for shared parking;
- (c) Similarly scaled projects throughout the city to compare parking footprint;
- (d) When a restaurant use is proposed, the total number of tables to parking spaces;
- (e) Total number of employees;
- (f) Alternative forms of transportation available in the neighborhood;
- (g) Implementation of bicycle facilities, including but not limited to, bicycle racks, covered bicycle parking, and shower facilities for employees;
- (h) Peak demand for parking spaces from all uses compared to the total supply of spaces;
- (i) Traffic impact analysis and/or a traffic demand study;
- (j) For uses defined as Institutional or Public Assembly in Schedule 1143.05, the Commission may consider the following guidelines:
 - (1) 1 space for each 80 sq ft of all auditoria and public assembly rooms
 - (2) 1 space for each employee

1143.10 EXCEPTIONS TO REQUIRED MINIMUMS

The number of parking spaces required may be reduced in accordance with the following credits as determined by the Planning Commission when reviewing an application for a reduction to the minimum number of parking spaces required per Schedule 1143.05.

The Board of Zoning Appeals shall determine whether the applicant can demonstrate that enforcement of minimum parking requirements will result in practical difficulty according to the criteria set forth in Section 1173.04(c).

- (a) For uses defined as Commercial in Section 1143.04 the Planning Commission may consider the following:
 - (1) One space credit for each off-site parking space which is owned or rented by the property or business owner for the purpose of providing parking to the subject property. Such off-site spaces shall be located within 1,000 feet of the use, as measured by using the shortest pedestrian route from the nearest corner of the parking space/lot to the main public entrance of the use served.
 - (2) One space credit for each off-site parking space provided by valet parking service. The property or business owner shall submit to the department written documentation of permission to use an off-site parking for valet parking. The Director may request a review of the agreement as often as annually to ensure compliance.

(3) One space credit for each space in a parking lot or parking structure provided for public use located within 1,000 feet, as measured by using the shortest pedestrian route from the nearest corner of the parking lot or structure to the main public entrance of the use served.

(4) A determination by the Director is made that there is no change in use and the same parking facilities are in place.

(b) For uses defined as Residential in Section 1143.04 the Planning Commission may consider implementing an improvement to the property that aligns with the general goals and objectives as described in the Vision including, but not limited to, the following:

(1) Implement improvements to the property that may reduce carbon emissions and improve energy efficiency using environmental best practices as defined by the Environmental Protection Agency;

(2) Implement storm water management techniques such as bioswales, rain gardens, and pervious pavements;

(3) Construct a shed or storage building on site for landscaping equipment and additional storage;

(4) Install of an innovative landscaping plan, considered to be over and above the landscaping requirements as typically required by the Architectural Board of Review.

(5) Plant, flower, and tree type, size, design, location and irrigation may be considered as part of the landscape plan to be reviewed

(6) For properties not connected properly to the city's sanitary and storm system per Section 913.05, the applicant can make the necessary improvements to connect correctly.

1143.11 EXCEPTIONS TO REQUIRED MAXIMUMS

The number of parking spaces provided may exceed the maximum specified per the following options as determined by the Planning Commission when reviewing an application to exceed the maximum number of parking spaces allowed per 1143.05.

(a) One space increase for each space located in a parking structure.

(b) Implementation of additional measures that control the flow of stormwater runoff on the project site pursuant to EPA Best Management Practices (BMP) by:

(1) Providing and treating or controlling an additional volume above the computed Water Quality Volume (WQv) as determined by Chapter 1339. Post-Construction BMP exemptions mentioned in Chapter 1339 shall not apply to this section.

(2) Projects that disturb an area less than 8,000 square feet may use this exception

(c) Installation of a streetscape improvement for public use, including, but not limited to

(1) A transit waiting environment along an existing bus route.

(A) The transit waiting environment (e.g., bus stop) shall take into consideration design guidelines for transit waiting environments produced by the local transit authority, and any other design guidelines or standards as recommended by the Administration or City Council;

(B) Location of the transit waiting environment is to be determined by the Planning Director or such other persons as the Director may designate

(2) Public art installation;

(3) Public pedestrian seating, street trees, or decorative street lighting;

(4) Streetscape improvements shall require approval by the Architectural Board of Review;

(d) Implementation of an innovative landscaping plan, considered to be over and above the landscaping typically required by the Architectural Board of Review;

(1) Plant, flower, and tree type, size, design, location and irrigation may be considered as part of the landscape plan to be reviewed

(e) The property or business owner will make its parking lot available for shared parking with neighboring businesses.

1143.12 BICYCLE PARKING REQUIREMENTS

All uses defined as Retail or Office shall provide bicycle parking, in conformance with the following standards.

- (a) One (1) bicycle parking space per 2,500 square feet for uses defined as Retail or Office;
- (b) Required bicycle parking shall be provided in a safe, accessible and convenient location;
- (c) The bicycle space shall be within 250 feet of at least one main entrance of the building, as measured along the most direct pedestrian access route;
 - (1) Bicycle spaces already installed within 250 feet of one main entrance shall count towards the bicycle parking requirement;
- (d) There must be an aisle at least 5 feet wide behind all required bicycle parking to allow room for bicycle maneuvering. Where the bicycle parking is adjacent to a sidewalk, the maneuvering area may extend into the right-of-way; and
- (e) Bike rack design shall follow the recommendations in the Association of Pedestrian and Bicycle Professionals (APBP) Bicycle Parking Guidelines.

1143.13 STACKING SPACE REQUIREMENTS

Stacking spaces not specified shall be determined on an individual basis by the Commission. The following business uses shall be subject to the following stacking requirements:

- (a) Bank, Pharmacy, Photo or other low to moderate use: 2/Lane
- (b) Motor Vehicle Sales/Gas Station: 2/Gas Pump Island
- (c) Car Wash: 5/Car Wash Lane
- (d) All other uses defined as Commercial with a Drive-Through Lane: 10/Drive-Through Lane.

1143.05 SCHEDULE OF USES AND SPACE REQUIREMENTS	
Uses	Parking Space Requirement
Residential	
Single-, Two-, Three-Family	Min 1/Dwelling Unit; No Max; One (1) required space shall be in a garage.
Type B Home Occupation	Minimum is same for residential use; Max of 3, in addition to requirement for residential use
Bed & Breakfast	Minimum is same for residential use; Max 1/Guest Room, in addition to requirement for residential use
Multi-Family, Studio, 1 Bedroom, 2+Bedroom	Min of 1/Dwelling Unit; Max of 2/Dwelling Unit
Sleeping Rooms	Min of .5/Roomer; Max of 1/Roomer
Senior Housing	Min of .5/employee; Max of 1/employee or .25/Dwelling Unit

Group/Nursing/Convalescent/Assisted Living Home	Min of .5/employee; Max of 1/employee or 1 space/bed
Day Care	Min of .5/employee plus 4 drop off spaces; Max of 1/employee plus 8 drop off spaces
Commercial	
Retail*	Min 1 for each 1,000 sq ft GFA; Max 2.5 for each 1,000 sq ft GFA
Office*	Min 2 for each 1,000 sq ft GFA; Max 3.5 for each 1,000 sq ft GFA
Car Wash	No Min; Max of 1/Employee
Storage/Warehouse	Min of 1/Employee; Max of 1.5/Employee
Commercial Lodging	Min of .5/Room; Max of 1/Room
*Businesses occupying existing buildings or tenant spaces under 2,500 sq ft are not required to provide off street parking	
Industrial	
Any use described in Section 1131.02	Min .25/Employee; Max 1.5/Employee
Wireless Telecommunication Facilities - Any use described in Section 1159.05(l)	No min; Max 1/Facility
Institutional	
Elementary, Secondary and High Schools, College, Trade School	As required by the Planning Commission per Section 1143.09
Church	As required by the Planning Commission per Section 1143.09
Hospital	As required by the Planning Commission per Section 1143.09
Public Recreation	As required by the Planning Commission per Section 1143.09
Other	
Public Assembly	As required by the Planning Commission per Section 1143.
Wireless Telecommunication Facilities	Pursuant to Section 1159.05(l)
Sexually Oriented Businesses	Pursuant to Section 1163.06
Mixed Use Overlay District	Pursuant to Section 1135.03(b)
Planned Development	Pursuant to Section 1156.05(e)

Section 5. That Section 1171.03, Planning Commission, currently reading as follows:

1171.03 PLANNING COMMISSION.

In addition to the powers and duties conferred by Charter the Commission shall, for purposes of this Code, have the following duties:

- (a) To review and approve or disapprove an application for a Conditional Use Permit for a particular lot according to the general criteria set forth in Section 1173.02 and the specific criteria set forth in Chapter 1161.
- (b) To determine that a proposed use not listed or provided for in this Code is substantially similar to a permitted or conditionally permitted use that is listed and provided for in this Code by applying the criteria set forth in Section 1173.03.
- (c) To review and approve or disapprove each application for a use variance.
 - (1) In the case of a use variance to allow a use not permitted under this Code in the zoning district in which the property is located, the Commission must find that the applicant has demonstrated that the literal enforcement of the Code will result in unnecessary hardship according to the criteria set forth in Section 1173.04(d).
 - (2) When granting a use variance, the Commission may prescribe any conditions or safeguards that it deems necessary to insure that the applicant will comply with the terms of the variance, and to preserve the spirit and intent of the Code.
- (d) To review and approve or disapprove amendments to the regulations, restrictions, and boundaries set forth in this Code.
- (e) To review at least once each year the regulations, restrictions, and boundaries set forth in this Code to determine whether same are consistent with the Vision and the public purposes specified herein, in order to make recommendations to Council where necessary; the first such annual review shall be completed not later than December 31, 1997.
- (f) To review and recommend to Council approval or disapproval of plats for the subdivision and resubdivision of any major subdivision.
- (g) To review and approve or disapprove an application for a Mixed Use Overlay according to the criteria set forth in Chapter 1135.
- (h) To review and approve or disapprove an application for a Planned Development according to the specific criteria set forth in Chapter 1156.
- (i) The Commission shall hold a public hearing within sixty (60) days after receipt of an application, request for determination, or referral before the Commission pursuant to this Section.

...

shall be and is hereby amended to read as follows:

1171.03 PLANNING COMMISSION.

In addition to the powers and duties conferred by Charter the Commission shall, for purposes of this Code, have the following duties:

- (a) To review and approve or disapprove an application for a Conditional Use Permit for a particular lot according to the general criteria set forth in Section 1173.02 and the specific criteria set forth in Chapter 1161.
- (b) To determine that a proposed use not listed or provided for in this Code is substantially similar to a permitted or conditionally permitted use that is listed and provided for in this Code by applying the criteria set forth in Section 1173.03.
- (c) To review and approve or disapprove each application for a use variance.
 - (1) In the case of a use variance to allow a use not permitted under this Code in the zoning district in which the property is located, the Commission must find that the applicant has demonstrated that the literal enforcement of the Code will result in unnecessary hardship according to the criteria set forth in Section 1173.04(d).
 - (2) When granting a use variance, the Commission may prescribe any conditions or safeguards that it deems necessary to insure that the applicant will comply with the terms of the variance, and to preserve the spirit and intent of the Code.
- (d) To review and approve or disapprove amendments to the regulations, restrictions, and boundaries set forth in this Code.
- (e) To review at least once each year the regulations, restrictions, and boundaries set forth in this Code to determine whether same are consistent with the Vision and the public purposes specified herein, in order to make recommendations to Council where necessary; the first such annual review shall be completed not later than December 31, 1997.
- (f) To review and recommend to Council approval or disapproval of plats for the subdivision and resubdivision of any major subdivision.
- (g) To review and approve or disapprove an application for a Mixed Use Overlay according to the criteria set forth in Chapter 1135.
- (h) To review and approve or disapprove an application for a Planned Development according to the specific criteria set forth in Chapter 1156.

(i) To review and approve or disapprove parking plans submitted that do not meet the schedule of use and space requirements in Section 1143.05.

(j) The Commission shall hold a public hearing within sixty (60) days after receipt of an application, request for determination, or referral before the Commission pursuant to this Section.

...

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberation of the Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Adopted: _____

President of Council

Clerk of Council

Approved: _____

Mayor

RESOLUTION NO. 8787-14

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor to submit the Five Year Consolidated Plan (Fiscal Year 2015-2019) as a required for receiving federal Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships (HOME) funding from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, the Secretary of HUD is authorized by various federal acts to make grants to units of general local government to finance community development programs; and

WHEREAS, HUD requires units of general local government to incorporate the Comprehensive Housing Affordability Strategy into a Consolidated Plan; and

WHEREAS, the City is required every five years, with the participation and approval of its Citizens Advisory Committee (CAC), to submit a Five Year Consolidated Plan update of its Consolidated Plan that analyzes local and regional demographics and market conditions; assesses and prioritizes affordable housing and community development needs; identifies federal and non-federal resources available to address them; stipulates how funding will be distributed among housing, infrastructure, economic development, public facilities, and public services programs, and; establishes multi-year accomplishment goals for these activities; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure, and that this resolution shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments it is necessary in order to meet the annual HUD application deadline for federal funds; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor is hereby authorized and directed to submit to HUD the Consolidated Plan FY 2015-2019, as reviewed and approved by the CAC.

Section 2. The Consolidated Plan FY 2015-2019, as reviewed and approved by the CAC, establishes multi-year accomplishment goals for identified eligible activities.

Section 3. The Mayor is hereby authorized and directed to act in connection with submission of the Consolidated Plan FY 2015-2019, to provide such additional information as may be required.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all

such deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK OF COUNCIL

Approved: _____

MAYOR



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650

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Lakewood City Council
MARY LOUISE MADIGAN, PRESIDENT
RYAN P. NOWLIN, VICE PRESIDENT

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SAM O'LEARY, WARD 2
SHAWN P. JURIS, WARD 3
MARY LOUISE MADIGAN, WARD 4

Lakewood City Council
12650 Detroit Road
Lakewood, Ohio 44107

A REPORT OF THE RULES AND ORDINANCES COMMITTEE
Re: Substitute Proposed Ordinance 59-14, Substitute Proposed Ordinance 60-14

January 14, 2015

Dear Members of Council,

The Rules and Ordinances Committee met on January 5, 2015, to deliberate regarding substitute proposed Ordinance 59-14, which sets insurance minimum limits for several provisions of the Lakewood Code. After explanation from Law Director Butler and some additional discussion, the Committee noted that much of the substance of the substitute proposed ordinance came on the advice of the City's insurance counsel, and further concluded that those Councilmembers who were present did not find any reason to take issue with or otherwise modify the recommendations of the City's counsel on insurance matters. After brief discussion, the committee voted to recommend adoption of proposed Ordinance 59-14 upon its final reading.

The Rules and Ordinances Committee met on January 5, 2015, to deliberate regarding substitute proposed Ordinance 60-14, which sets the fee for the newly-established secondhand dealer's license. Chief Malley indicated that the administrative burden on the City is minimal for initial applications, and virtually non-existent for renewals. Considering this information, members of the Rules and Ordinances Committee, as well as other Councilmembers present, felt that the amount charged for the license should be de minimis to reflect the minimal burden on City resources imposed by an application for the license. As a result, the Committee settled on the amount of \$25.00 for the license application, and so amended the proposed Ordinance. Thereafter, the Committee voted to recommend adoption of the substitute version of proposed Ordinance 60-14 upon its final reading.

Respectfully Submitted,

/s/ Sam O'Leary

Council – Ward II
Rules and Ordinances Committee, Chair
Public Works Committee, Member

Placed on first reading and referred to the Rules and Ordinances Committee Dec. 1, 2014; second reading Dec. 15, 2014. Recommended for adoption Jan. 5, 2015 at the Jan. 20, 2015 meeting of Council. Please substitute for the original.

ORDINANCE NO. 59-14

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, to establish minimum coverage limits and fees required under various sections of the Lakewood Codified Ordinances related to insurance.

WHEREAS, pursuant to the Constitution of the State of Ohio, the Ohio Revised Code and the Second Amended Charter of the City of Lakewood, municipalities have the power to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, and to provide for local self-government, including establishing insurance limits and insurance-related fees; and

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that these changes need to be incorporated in order to give effect to Ord. 30-14 by the date it becomes enforceable; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The minimum limit of insurance required under Section 506.04(a)(3) of the Codified Ordinances shall be \$250,000.00.

Section 2. The minimum limit of insurance required under Section 901.18(c)(2) of the Codified Ordinances shall be \$1 million.

Section 3. The minimum limit of insurance required under Section 1160.14 of the Codified Ordinances shall be \$1 million.

Section 4. The minimum limit of insurance required under Section 1321.02(a)(2) of the Codified Ordinances shall be \$1 million, including general liability, auto liability and proof of workers' compensation coverage.

Section 5. The fees required by Section 1321.02(a)(4) of the Codified Ordinances shall be \$100.00 as to registration and \$100.00 as to testing.

Section 6. The minimum limit of insurance required under Section 1323.04 of the Codified Ordinances shall be \$1 million, including general liability, auto liability and proof of workers' compensation coverage.

Section 7. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 8. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five members of Council this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

Placed on first reading and referred to the Rules and Ordinances Committee Dec. 1, 2014; second reading Dec. 15, 2014. Recommended for adoption Jan. 5, 2015 at the Jan. 20, 2015 meeting of Council. Please substitute for the original.

ORDINANCE NO. 60-14

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, to establish the annual fee required for a secondhand dealer's license pursuant to Section 737.02 of the Lakewood Codified Ordinances.

WHEREAS, pursuant to the Constitution of the State of Ohio, the Ohio Revised Code and the Second Amended Charter of the City of Lakewood, municipalities have the power to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, and to provide for local self-government, including establishing license fees; and

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that these changes need to be incorporated in order to give effect to Section 737.02 by the date it becomes enforceable; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The annual nonrefundable fee for a secondhand dealer's license required by Section 737.02 of the Codified Ordinances shall be \$25.00.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five members of Council this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise

shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

RESOLUTION NO. 8793-15

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor to enter into an agreement with the Cleveland Clinic Foundation (CCF) which will allow police officers employed by the Cleveland Clinic Police Department to exercise limited police powers within the City of Lakewood on and around hospital property operated by CCF.

WHEREAS, the CCF has a police department established under the authority of O.R.C. §4973.17(D); and

WHEREAS, an agreement is required in order for the special police officers hired by CCF to have misdemeanor arrest authority within the city of Lakewood; and

WHEREAS, this Council by a vote of at least five of its members determines that this resolution is an emergency measure, and that this resolution shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments it is in the best interest of the City to allow special police officers appointed by the CCF to have police powers on certain hospital property owned by the city of Lakewood and operated by CCF; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor, as Director of Public Safety, is hereby authorized to enter into an agreement, in substantially the form as attached as Exhibit 1, with the Cleveland Clinic Foundation granting authority for special police officers appointed by the CCF to exercise police powers in accordance with O.R.C. §4973.17 on and around hospital property owned by the city of Lakewood and operated by CCF.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council, this resolution shall take effect and be in force

immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

President of Council

Clerk of Council

Approved: _____

Mayor

Exhibit 1

(To be provided)

ORDINANCE NO. 1-15 BY:

AN ORDINANCE to amend Section 1105.02 of the Zoning Code of the Codified Ordinances of the City of Lakewood by changing and revising the Zoning Map of the City with respect to certain property as set forth and described as 1207 Summit Avenue (PPN 311-31-094), 1206 Lakeland Avenue (PPN 311-31-095), 1600 Robinwood Avenue (PPN 314-12-040) and 1604 Robinwood Avenue (PPN 314-12-039) from R1H (Single Family, High Density) to C4 (Commercial, Public School).

WHEREAS, it is necessary and desirable to rezone certain parcels of land in the City for the completion of school construction projects; and

WHEREAS, Article 18, Section 3 of the Constitution of the State of Ohio permits municipalities to exercise all powers of local self-government and to adopt and enforce within their limits such as local police, sanitary and other regulations as are not in conflict with general laws; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1105.02 of the Zoning Code of the Codified Ordinances of the City of Lakewood be and the same is hereby amended by changing and revising the Zoning Map of the City from R1H (Single Family, High Density) to C4 (Commercial, Public School) for the following properties:

1) **1207 Summit Avenue, Lakewood, Ohio**

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio: and known as being Sublot No. 167 in C.L. & L.R. Newell's Subdivision of Original Rockport Township Section No. 22, as shown by the recorded Plat in Volume 22, Page 5 of Cuyahoga County Records, and being 40 feet front on the Easterly side of Summit Avenue and extending back, of equal width, 126 feet, as appears by said plat.

Permanent Parcel Number 311-31-094

2) **1206 Lakeland Avenue, Lakewood, Ohio**

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio: and known as Sublot No. 86 in the C.L. & L.R. Newell Subdivision of part of Original Rockport Township Section No. 22, as shown by the recorded plat in Volume 22 of Maps, Page 5 of Cuyahoga County Records, as appears by said plat.

Permanent Parcel Number: 311-31-095

3) **1600 Robinwood Avenue, Lakewood, Ohio**

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio: and known as Sublot No. 129 in the Walton Brothers Lakewood Allotment of part of Original Rockport Township Section No. 22, as shown by the recorded plat in Volume 25 of Maps, Page 14 of Cuyahoga County Records.

Permanent Parcel Number: 314-12-040

4) **1604 Robinwood Avenue, Lakewood, Ohio**

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio: and known as being Sublot No. 128 in Walton Brothers Lakewood Heights Allotment of part of Original Rockport Township Section No. 22, as shown by the recorded plat in Volume 25 of Maps, Page 14 of Cuyahoga County Records, and being 40 feet front on the Westerly side of Robinwood Avenue and extending back 150.63 feet on the Northerly line, 150.61 feet on the Southerly line and is 40 feet wide in the rear, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel Number 314-12-039

Section 2. The Director of Planning and Development is hereby authorized and directed to make the reclassification change on the zoning map of the City of Lakewood, Ohio, in order to reflect the amendment designated in Section 1 of this ordinance.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Adopted: _____

PRESIDENT

CLERK OF COUNCIL

Approved: _____

MAYOR



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650

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MARY LOUISE MADIGAN, PRESIDENT
RYAN P. NOWLIN, VICE PRESIDENT

Council at Large
RYAN P. NOWLIN
THOMAS R. BULLOCK III
CINDY MARX

Ward Council
DAVID W. ANDERSON, WARD 1
SAM O'LEARY, WARD 2
SHAWN P. JURIS, WARD 3
MARY LOUISE MADIGAN, WARD 4

January 9, 2015

RE: Lakewood Animal Safety and Welfare Advisory Board 2015 Agenda

Dear Council Members,

I met with the Lakewood Animal Safety and Welfare Board on Wednesday, November 19, 2014. The Board discussed the following items for Council consideration for LASWAB 2015 agenda:

1. Spay/neuter education and event(s)
2. Landlord tenant training
3. Education materials and outreach plan

Please refer these items to the Board for action on these items.

Thank you for your consideration.

Sincerely,

Cindy Marx
Council at Large
Advisor LASWAB



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SAM O'LEARY, WARD 2
SHAWN JURIS, WARD 3
MARY LOUISE MADIGAN, WARD 4

January 14, 2015

Lakewood City Council
Lakewood, OH 44107

Re: Faith Noble to Community Relations Advisory Commission

Dear Colleagues:

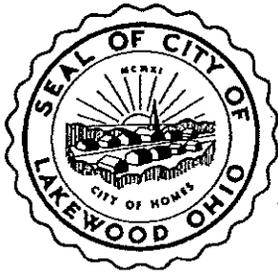
I write today to appoint Faith Noble to Lakewood's Community Relations Advisory Commission.

I have come to know Faith as a wonderful Lakewood neighbor who is committed to the goals and aspirations of this vital Commission and am sure she will serve all of Lakewood well in this position.

As such, I ask for Council's favorable consideration of this nomination.

Yours in service,

David W. Anderson
Member of Council, Ward 1
216-789-6463



MICHAEL P. SUMMERS
MAYOR

12650 DETROIT AVENUE • 44107 • 216/529-6600 • FAX 216/529-5652
www.oneLakewood.com

January 14, 2015

Lakewood City Council
12650 Detroit Avenue
Lakewood, Ohio 44107

Dear Members of Council:

Tonight the 23-member Lakewood Hospital Association governing board, of which I am a member, voted to sign a letter of intent with the Cleveland Clinic Foundation and the Lakewood Hospital Foundation that, if carried forward, will chart a course for healthcare in Lakewood in the near term and over the next several decades.

The non-binding letter of intent, which follows this communication, contemplates that the parties will join the city in entering into a new definitive agreement this year that will redefine healthcare in the city. Included in the letter of intent are plans for a new \$34 million, 62,000-square-foot family health center to be built and operated by the Clinic on Detroit Avenue and a new \$32 million community health and wellness foundation that, once designed and implemented, will serve Lakewood's citizens' comprehensive healthcare objectives from the cradle to the grave.

A more thorough summary of the deal outlined in the letter of intent follows:

Parties to Letter of Intent	<ul style="list-style-type: none"> ▪ Cleveland Clinic Foundation (CCF), Lakewood Hospital Association (LHA), Lakewood Hospital Foundation (LHF) ▪ City of Lakewood (City) to be added before Definitive Agreement is finalized
Objective	<ul style="list-style-type: none"> ▪ To transform services in Lakewood from inpatient to comprehensive outpatient, wellness and outreach services
Family Health Center and Services	<ul style="list-style-type: none"> ▪ CCF to invest about \$34 million to build (approximately) 62,000 square foot Family Health Center (FHC) ▪ To be built on about 2.5 acres of the current hospital site ▪ Includes 24/7 Emergency Department ▪ Parking details to come; will include parking in the Belle Avenue deck
Family Medicine Residency	<ul style="list-style-type: none"> ▪ The Family Medicine Residency program, including 16 medical doctors, will relocate from Fairview Hospital campus to Lakewood FHC

Emergency Department	<ul style="list-style-type: none"> ▪ The current ED will continue to operate during the wind-down, if reasonably possible, until the FHC's ED opens
New Tax-Exempt Entity	<ul style="list-style-type: none"> ▪ >\$32 million will fund a tax-exempt, community-based foundation (excludes assets of Lakewood Hospital Foundation) ▪ \$24.4 million from CCF (half at effective date, half when FHC opens and plan for hospital decommission is complete) PLUS additional payments of \$500,000 per year for 16 years (total of \$8 million)
Role of CCF in New Entity	<ul style="list-style-type: none"> ▪ CCF to have two board seats (out of up to 21) ▪ CCF to have naming opportunity for program or facility funded by the community-based foundation ▪ CCF to have right of first refusal to be the provider of programs/services over \$500,000/year
Wind-down/Dissolution	<ul style="list-style-type: none"> ▪ City maintains ownership of land under hospital (except what is sold for FHC) and other property, including parking garage, Medical Office Building, Community Health Center, homes and paved lots ▪ President of the LHA will direct the dissolution plan, which will be an exhibit to Definitive Agreement ▪ \$33-\$49 million will be invested to transition into new model ▪ LHA to pay City \$8.2 million, received from CCF for LHA-owned facility at 850 Columbia Road in Westlake
Support	<ul style="list-style-type: none"> ▪ City will promptly grant needed regulatory approvals within its authority ▪ CCF, in turn, will work with Avon to help negotiate an agreement with Lakewood on payroll tax-sharing
Other Terms	<ul style="list-style-type: none"> ▪ No other health system provider will operate on the same property ▪ CCF will use its brand and market position to help Lakewood attract a wellness center partner (if desired) ▪ The City will include at least one employee benefits health plan choice that includes CCF as a preferred provider

You can see there has been much accomplished and there is much to be done. I am extremely proud of the work undertaken over the past several years by the hospital trustees, who considered all possible options with regard to the future of Lakewood Hospital and healthcare in our city. You should also know Council President Madigan and Councilman Bullock represented your Council very thoughtfully and diligently on the governing board throughout this process.

Many exciting opportunities are found in this plan, which would modernize a citywide system of care over which our residents have always taken ownership and responsibility—from 1907 when the hospital was founded to 1931 when it became a city asset, from 1986 when the hospital was first leased to the non-profit Lakewood Hospital Association to 1996 when the city and LHA partnered with the world-class Cleveland Clinic Foundation. This plan continues our residents' historical concern and compassion for theirs and their neighbors' public health and well-being.

Significant challenges are also found in the plan, including the decommissioning of Lakewood Hospital, a decrease in tax revenue at some point in the future and our stewardship of the city assets at and around the hospital site. All these merit our serious dedication to the tasks ahead: contemplating our role in the process, openly and earnestly

hearing our citizens' concerns, and negotiating and implementing a fair agreement with our partners, which would culminate in legislation for your consideration.

One of the first steps on that path is to hear from the hospital trustees, a great many of whom are Lakewood residents, and the Cleveland Clinic team. To that end, the trustees have scheduled an initial public forum, to which you and all Lakewood residents are invited, on **Wednesday, January 28, 2015, at 7 p.m. in the Mackey Main Stage auditorium at the Beck Center for the Arts, 17801 Detroit Avenue in Lakewood.** Those attending will hear about the trustees' process in arriving at this plan and more about the definitive agreement contemplated under the letter of intent. They will also be encouraged to ask the questions we hope for and expect in the midst of such an important decision.

Prior to that public forum, I ask merely that this communication be referred to the Committee of the Whole for further discussion and deliberation in conjunction with these public meetings to be hosted by the hospital trustees.

Sincerely,

A handwritten signature in cursive script that reads "Michael P. Summers".

Michael P. Summers

LETTER OF INTENT
AMONG CLEVELAND CLINIC, LAKEWOOD HOSPITAL ASSOCIATION
AND LAKEWOOD HOSPITAL FOUNDATION
REGARDING THE FUTURE OF HEALTH CARE SERVICES
TO THE LAKEWOOD COMMUNITY

This Letter of Intent is entered into by and among The Cleveland Clinic Foundation (“CCF” or the “Clinic”), Lakewood Hospital Association (“LHA”), and Lakewood Hospital Foundation, Inc. (“LHF”) as of the 14th day of January, 2015 (the “Effective Date”) to set forth a non-binding outline of a potential arrangement (the “Potential Arrangement”) among CCF, LHA, LHF and the City of Lakewood (“City”) to share a proposed vision and plan for the future of health care services to the Lakewood community.

I. Founding Principles

The parties’ discussion and any collaboration will be designed to achieve these goals:

- A. The strategic vision of healthcare for the Lakewood community is based on the knowledge that health care is changing from a facility- and physician-based paradigm, designed to care for the sick, to a population-based effort that aims to improve the health of an entire community by helping people live healthier lives, treating their health conditions early to prevent chronic diseases, and reducing the need for “sick care” in hospitals. This is the future of health care.
- B. The services currently provided by Lakewood Hospital will be transformed from a predominantly inpatient focus to a comprehensive ambulatory (outpatient)-based program of health care services, wellness activities, and outreach services that will touch the lives of a large number of Lakewood residents, significantly more than are served currently by Lakewood Hospital.

II. Key Components

- A. The Clinic will construct, staff, own, operate, and manage a new comprehensive Cleveland Clinic Family Health Center (the “FHC”) of approximately 62,100 gross square feet on the north end of the current Lakewood Hospital property. The Clinic’s capital commitment would be approximately \$34 million for the design, construction and equipping of the FHC. Beyond opening of the FHC, the Clinic will expend whatever capital is required to maintain the safety and appearance of the FHC in a manner consistent with other CCF family health centers. The City will convey, at fair market value, sufficient land to the Clinic for the construction and operation of the FHC as well as for drive-up access

and immediately adjacent selected parking, in a manner that is consistent with CCF's federal and state tax-exempt status. The amount of land conveyed will be 2.5 acres or the minimum amount of land greater than 2.5 acres that is required by the City of Lakewood zoning and permitting process for a 63,000 sq. ft. medical facility that includes an emergency department. The City and the Clinic will jointly develop a business plan for parking that will support needed maintenance and operation of the Belle Street garage. The business plan will include an analysis of projected volumes and revenues, funding of needed repairs, and annual maintenance costs. This plan will be completed satisfactory to both parties by the approval date of the 2015 Definitive Agreement as defined below. In the event the Clinic no longer wishes to own and operate the FHC, the Clinic will offer the land and improvements thereon to the City at a price that does not exceed fair market value as determined by an appraisal process to be agreed to by the City and the Clinic. If the City does not wish to exercise its right to acquire the improvements, but exercises its right to acquire the land, the City will have the right to buy back the land at a price equal to the amount paid by the Clinic for the land, but in any event, not to exceed the fair market value as determined by an appraisal process to be agreed to by the City and the Clinic. In addition, the Clinic shall then be free to sell the improvements to a third party and the City will, in conjunction therewith, negotiate a ground lease with such third party upon commercially reasonable terms and at a rent not to exceed fair market value. If the City elects not to purchase the land or the improvements, the Clinic shall be free to sell or lease such properties to any third party. The FHC would offer the following services (full list of proposed initial services to be attached as exhibit):

- Emergency department (24/7/365)
- Primary care featuring an advanced medical home model
- Selected specialties
- Extended hours/weekends
- Procedures including cardiac and pulmonary testing
- Radiology and lab services
- eVisits/My Chart
- Home care coordinated with the FHC and Fairview Hospital

B. A new written agreement(s) (collectively, the "2015 Definitive Agreement") will be entered into by the parties hereto and the City on or before ninety (90) days from the Effective Date, that will further define and effectuate the Potential Arrangement and provide for the termination of Lakewood Hospital's operations and the wind-down and dissolution of LHA; the termination of the currently effective definitive agreement (the "1995 Definitive Agreement") between LHA and the Clinic; amendments to the LHA Code of Regulations and Articles of Incorporation as appropriate to effectuate the Potential Arrangement, the termination of the current lease (the "1995 Lease") between the City and LHA; the creation of a new lease between the City and LHA for the time period between the termination of the 1995 Lease and the complete cessation of Lakewood

Hospital's patient operations, including its current emergency department, and during such interim period LHA will pay rent in the same amounts and according to the same schedule as set forth in the 1995 Lease and, upon such cessation of patient operations, LHA's obligation to pay rent will cease; and the satisfaction of LHA's obligation to give notice of the termination of the Centers of Excellence services as described in certain correspondence from LHA to the City dated June 9, 2010. LHA's obligation to make payments through 2026 or 2056 to the City under the 1995 Lease would terminate upon the effective date of the 2015 Definitive Agreement, with the exception of payments defined in the 2015 Definitive Agreement. Prior to the execution of the 2015 Definitive Agreement, the LHA Board of Trustees and the City will approve the cessation and wind-down of LHA's hospital operations and the other terms described in the 2015 Definitive Agreement.

C. The Clinic will make a payment(s) to a non-profit tax-exempt entity designated by LHA in the aggregate amount of \$24.4 million, payable according to a mutually agreed upon payment schedule as follows: one-half upon approval and signing of the 2015 Definitive Agreement by all parties thereto, including the City, and one-half upon the opening of the FHC and City approval of a plan to complete the demolition or modification of the remainder of Lakewood Hospital. Said plan must be completed in good faith and submitted to the City for approval no later than 30 days before the opening of the FHC. The amount of such payment is fixed and will not vary due to the value of assets remaining following the Hospital's cessation of operations.

D. All or a substantial portion of the funds described in Section II(C) above will be aggregated with funds available from LHF into a non-profit and tax-exempt foundation (the "New Non-Profit Tax-Exempt Entity") whose purpose will be to support community health and wellness activities in the City of Lakewood. In addition to the payment to LHA's designate described in Section II(C) above and the lease payments to the City described in Section II(B) above, the Clinic will make sixteen (16) annual payments to the New Non-Profit Tax-Exempt Entity that total, in the aggregate, \$8 million beginning on the later to occur of the effective date of the 2015 Definitive Agreement or the formation date of the New Non-Profit Tax-Exempt Entity, and for 15 additional years on the anniversary of the effective date of the 2015 Definitive Agreement. In recognition of the Clinic's contribution to the New Non-Profit Tax-Exempt Entity, a suitable naming opportunity will be developed and included in the 2015 Definitive Agreement. The naming opportunity described in the preceding sentence shall not apply however to the name of the New Non-Profit Tax-Exempt Entity. The Clinic will be the principal healthcare system affiliate of the New Non-Profit Tax-Exempt Entity and will have first refusal rights for any health and wellness program, product, or service that said entity seeks to offer in excess of \$500,000 per year in estimated annual revenue or grant. The Clinic will have the right to two (2) voting members on the New Non-Profit Tax Exempt Entity's governing board, which shall not have more than twenty-one (21) members.

E. LHA's wind-down and subsequent dissolution will occur under the direction of the President of LHA, who shall be appointed by the Clinic, and pursuant to a wind-down and dissolution plan (which will be an exhibit to the 2015 Definitive Agreement), subject to the provisions of Section II(G) below. LHA will be the recipient of all revenues and incur all expenses, whether direct or allocated, associated with the continuing existence of LHA between the effective date of the 2015 Definitive Agreement and the dissolution of LHA. The wind-down and dissolution plan to be shown as an exhibit to the 2015 Definitive Agreement will include the cost of currently required repairs and maintenance to the parking garage. During this time the Clinic, as the corporate Member, shall have the option to substitute itself or its appointees for any or all members of the LHA Board of Trustees, except at least one member to represent the City (the Mayor or his/her Council designee), which shall remain the governing board of LHA. LHA will bear all costs of terminating and winding down its patient and other operations and all costs of demolition to prepare the land for the construction of the FHC, up to the maximum of LHA's net asset value, less the value of the assets described below which are committed to be returned to the City. Any costs in excess of LHA's net asset value will be borne by CCF. Such costs shall include, without limitation, requisite capital expenditures, lease payments as described in Section II(B) above, payments on notes payable, retirement plan costs, buildings demolition, abatement and relocation, severance and retention costs, insurance tail costs as described in Section II(M) below, and post-closure closing costs. Notwithstanding the provisions of Article Six of the 1995 Definitive Agreement, Article Six of the Amended and Restated Articles of Incorporation of LHA, or any similar provisions elsewhere, upon LHA's dissolution all of LHA's property of every nature and description, and any and all equipment and fixtures at Lakewood Hospital, shall be monetized, paid over and/or transferred to the Clinic, subject to the following:

- LHA's "Beneficial interest in Lakewood Hospital Foundation, Inc." as reflected on the LHA Balance Sheet shall remain the property of LHF subject to the terms described in Section II(D) herein.
- The land upon which Lakewood Hospital is currently situated shall remain the property of the City, subject to the conveyance of part of said land for the FHC as described in Paragraph II(A) herein and the new lease described in Paragraph II(B) herein.
- The following items described on Exhibit C of the 1995 Lease shall remain the property of the City and shall not be transferred to the Clinic:
 - Lakewood Hospital South Parking Garage
 - Lakewood Hospital Professional Building
 - Community Health Care Center

- Residential Homes (whether or not described in Exhibit C)
- Paved Parking Lots (whether or not described in Exhibit C)
- \$8.2 million in cash shall be paid by the Clinic to LHA in consideration of the property known as 850 Columbia Road and title thereto shall be transferred to the Clinic, upon the effective date of the 2015 Definitive Agreement. \$8.2 million in cash shall also be paid by LHA to the City upon the effective date of the 2015 Definitive Agreement.

F. The Clinic will relocate the Fairview/Cleveland Clinic Family Medicine Residency currently at the Fairview Center for Family Practices to the Lakewood FHC campus.

G. LHA, under the Clinic-appointed President, will operate Lakewood Hospital's emergency department during the wind-down of the Hospital's inpatient operations and, if reasonably possible, until the emergency department of the FHC is operational and open. The schedule of the cessation of patient operations may be accelerated to protect patient safety or to preserve the assets of LHA. Exclusively the LHA President shall determine the timing and dates of the cessation of all patient operations, including those of the emergency department. The members of the LHA Board of Trustees will cooperate with and support the decisions of the LHA President in this process, except that they cannot be bound to agree to a decision which they in good faith believe is contrary to their fiduciary obligations.

H. Subsequent to the dissolution of LHA, the Clinic will maintain and administer the archival recordkeeping operations of LHA, complying with applicable laws, pursuant to the Clinic's record retention policies.

I. The parties hereto, including the City's current Mayor (as of the effective date of the 2015 Definitive Agreement) in his capacity as a trustee of LHA, will publicly support the transition from hospital-based services to ambulatory services. The City will promptly grant zoning, architectural, construction, engineering, regulatory, tax-exemption or other approvals within its authority as requested by the Clinic in the design, construction, and maintenance of the FHC.

The Clinic will in turn agree to use best efforts to help to negotiate an agreement between the City of Avon and the City of Lakewood to compensate the City of Lakewood for the loss of payroll taxes consistent with the 2005 agreement that the City of Avon entered into with other nearby municipalities.

J. The City, either directly or by agreement, will provide and maintain safe and adequate parking for the FHC at a location proximal to the FHC and will be able to charge parking customers for parking, said parking being separate from the parking that is immediately adjacent to the FHC as described in Section II(A)

above. Appropriate pricing for the parking would be addressed as a part of the business plan for parking referenced in Section II.A.

K. Unless the Clinic were to grant prior approval, no health care system provider would be permitted to operate or manage a facility, and no signage identifying such provider would be permitted, on the land currently leased by the City to LHA while the Clinic owns and operates the FHC.

L. The parties, including the City, and all of their officers and board members would hold harmless each other and their affiliates, and their officers and other fiduciaries in connection with the management, cessation, wind-down, or dissolution of LHA. These entities would also hold harmless and indemnify, to the extent permitted by law, each other in connection with claims and losses going forward.

M. In consideration for insurance premiums of fair value estimated at approximately \$2.5 million paid by or allocated to LHA, the Clinic will provide insurance protection (indemnity and defense), including without limitation professional liability and directors and officers insurance, for the officers, trustees, employees, and other agents of LHA, for LHA-related occurrences both prior to and subsequent to the dissolution of LHA.

N. Standard legal language describing these and other customary contractual terms will be included in the 2015 Definitive Agreement, including the fact that sufficient and valuable consideration is afforded and received by all parties as well as provisions requiring compliance with all applicable laws including those that apply to tax-exempt organizations.

O. The Clinic will commit to use its brand and market position to help the Lakewood community and the New Non-Profit Tax-Exempt Entity to attract and contract with a wellness center (further definition to be determined) partner or vendor to be involved in the development of an additional health and wellness campus and/or facility on the current Lakewood Hospital campus.

P. The City will include among its employee benefits at least one health plan with Tier 1 and/or preferred provider access to the Cleveland Clinic.

III. Exclusive Discussions

A. The parties will continue exclusive and confidential discussions about the terms of the Potential Arrangement and the best structure to achieve the goals stated above, as well as related due diligence. Prior to the effective date of the 2015 Definitive Agreement, no party hereto will enter into negotiations with another hospital or health system located in Cuyahoga County or its geographically contiguous counties regarding an arrangement that provides for the health services for the residents of Lakewood. Although the City is not a party to this Letter of Intent, the parties hereto expect that the City will abide by the principles contained

herein, not only in this Section III but as described elsewhere in this Letter of Intent, and rely upon the City and its officials to take all measures available by law to do so.

IV. Confidentiality

A. This Letter of Intent, the discussions among, between and within the parties to the 2015 Definitive Agreement, including the City, regarding the Potential Arrangement, and any information shared during the diligence phase, are confidential and legally privileged, with the proviso that the parties hereto agree that any of the parties hereto or the City may disclose the terms of the Letter of Intent, including the Letter of Intent itself, if doing so is reasonable under the circumstances to advance the business interests of the parties to the 2015 Definitive Agreement and is done in a manner to maintain secrecy regarding information not disclosed.

V. Expenses.

A. Each party shall be responsible for its own legal, consulting and other expenses incurred in connection with discussions to date, negotiation of this Letter of Intent and the Potential Arrangement.

VI. Non-Binding and Legal Review

A. This document is a non-binding general statement of the parties' intentions regarding the Potential Arrangement and in no way obligates any of the parties to provide any services to another party or other individual(s). Any contractual commitments would be subject to comprehensive legal and compliance review, and would be set forth in the 2015 Definitive Agreement agreed upon by all parties thereto, including the City. Notwithstanding the foregoing, the Exclusivity, Confidentiality and Expenses provisions contained in Paragraphs III, IV and V of this Letter of Intent shall be binding.

B. The parties agree to advance the principles within this document to Lakewood City Council and other officials of the City, with the mutual goal that the City will become a signatory to this Letter of Intent or will approve a separate document ratifying its terms or other substantially similar terms mutually agreed upon by the parties.

VII. Compliance with Law

A. The parties intend that all activities conducted in connection with this Letter of Intent and the ensuing discussions among the parties about the Potential Arrangement, as well as any resulting agreements, will comply with all applicable laws, rules and regulations.

VIII. Term

A. This Letter of Intent will commence as of the Effective Date and shall terminate upon the effective date of the 2015 Definitive Agreement or ninety (90) days after the Effective Date, whichever is sooner. Any party may voluntarily terminate this Letter of Intent and cease the discussions concerning the Potential Arrangement at any time by providing written notice to the other parties.

AGREED AND ACCEPTED:

THE CLEVELAND CLINIC FOUNDATION By: <u>[Signature]</u> Its: <u>Chief Executive Officer</u>	
LAKWOOD HOSPITAL ASSN. By: <u>Thomas J. Gault</u> Its: <u>CHAIRMAN</u>	LAKWOOD HOSPITAL FOUNDATION, INC. By: <u>Kenneth Heber</u> Its: <u>PRESIDENT</u>

APPROVED AS TO FORM

CCF - LAW DEPT.

DATE:

CMSI #:

BY: [Signature]

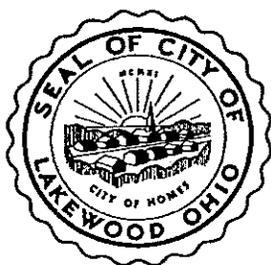
EXHIBIT

TO LETTER OF INTENT AMONG CLEVELAND CLINIC, LAKEWOOD HOSPITAL ASSOCIATION AND LAKEWOOD HOSPITAL FOUNDATION REGARDING THE FUTURE OF HEALTH CARE SERVICES TO THE LAKEWOOD COMMUNITY

Lakewood Family Health Center Services Proposed Initial Services

- Emergency Department (24/7/365)
- Primary care featuring an advanced patient centered medical home model
- Selected specialties as determined by community need:
 - Family Medicine/Pediatrics
 - Women's Health (incl. Midwifery)
 - Diabetes Care
 - Musculoskeletal Care
 - Ophthalmology /Optometry
 - Brain Health/ Behavioral Health
 - Pulmonology
 - Neurology
 - Cardiac Care
 - Geriatrics
 - Digestive Diseases
 - Chronic Disease Clinics
 - Pharmacy
 - Physical/Occupational Therapy
- Extended hours/weekends
- Procedures including cardiac and pulmonary testing
- Radiology and lab services
- eVisits/My Chart
- Home care coordinated with FHC and Fairview

Note: This list does not include services that may be provided by private practitioners in the Lakewood Professional Building.



DEPARTMENT OF PLANNING & DEVELOPMENT
DRU SILEY, DIRECTOR

12650 Detroit Avenue • 44107 • (216) 529-6630 • FAX (216) 529-5936
www.onelakewood.com/development

January 13, 2015

Lakewood City Council
Lakewood, OH 44107

RE: McKinley Purchase Agreement

Dear Members of Council:

Included with this letter is an ordinance allowing the Mayor to enter into the attached purchase agreement to sell the 2.88 acres that make up the former McKinley school site to Liberty Development Company for \$500,000 to construct approximately 40, for-sale residential units.

The City of Lakewood and the Board of Education worked cooperatively in the Fall of 2013 in order to reposition the site for an alternative and productive use. Both bodies identified mutual goals that included:

- 1) creating residential options that diversify our housing choices to include single floor living;
- 2) bringing additional consumers adjacent to the Detroit Ave. corridor that will support the economic vitality we are experiencing; and
- 3) adding to the taxpaying base to support our schools, city government, and other public agencies such as the Cleveland Metroparks.

In July 2014, the City issued a Request for Qualifications (RFQ) to find a development team to partner with the City to redevelop the site in accordance with those goals. After reviewing the proposals, team interviews and extensive due diligence, Liberty Development was selected for this partnership.

Please refer to a committee of your choice for a detailed review and discussion.

Sincerely,

Dru Siley
Director

ORDINANCE NO.

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Director of Planning and Development to enter into a purchase agreement with Liberty Development Company to sell the real property located at 1351 West Clifton Blvd. pursuant to Section 155.07 of the Codified Ordinances.

WHEREAS, the City is the owner of real property located at 1351 West Clifton Blvd.; and

WHEREAS, this Council has determined it is in the best interest of the City and will fulfill the City's obligations to the Lakewood City School District, the prior owner, to sell said real property and that such sale shall further the interest of the City and its residents; and

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal department in that redevelopment plans for this property are underway and further steps toward construction cannot commence until this agreement is finalized; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Director of Planning and Development and Mayor are hereby authorized and directed, on behalf of the City, to enter into a purchase agreement, in substantially the same form as the document attached as "Exhibit A," with Liberty Development Company or its nominee, as well as all related documents and instruments of conveyance, for the sale of real property located at 1351 West Clifton Blvd., the former site of McKinley School, pursuant to Section 155.07 of the Codified Ordinances.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five members of

Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

President

Clerk

Approved _____

Mayor

EXHIBIT A

LAKWOOD 1/13/15

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT ("Agreement"), is made and entered into by and between THE CITY OF LAKEWOOD, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the state of Ohio, and acting by authority of Resolution No. _____ (the "Resolution"), the seller ("Seller"); and LIBERTY DEVELOPMENT COMPANY, a corporation duly organized and validly existing under the laws of the state of Ohio, or its nominee(s), the buyer ("Buyer" in any event).

RECITALS:

1. Seller owns the real property situated between and bounded at times by West Clifton Boulevard, Northwood Avenue and Detroit Avenue, Lakewood, Cuyahoga County, Ohio, previously known as the McKinley School site, consisting of approximately 2.88 acres more or less and described or depicted within Exhibit "A," which is attached hereto and is made part hereof ("Land").

2. Seller desires to convey and transfer to Buyer the Land and any and all fixtures located at and upon the Land together with any and all appurtenances, easements, rights-of-way and interests thereto (the "Appurtenances" and together with the Land the "Property").

3. Buyer desires to purchase the Property from Seller and has agreed to construct certain buildings, structures and improvements on the Property including, without limitation, approximately 34 to 40 townhomes with drives, garages, common features and areas (collectively, the "Buyer Improvements"), which Buyer Improvements and the materials to be used therefor are more particularly described on the site plan ("Site Plan") shown in Exhibit "B" attached hereto. The Buyer Improvements and all related demolition, construction and completion work, as necessary, is hereinafter collectively referred to as the "Project."

4. The Board of Education of the Lakewood City School District (the "District") has been notified of the Seller's intent to enter into this Agreement and the District, by resolution adopted by a majority of the Board of Education of the District and certified to Council on _____, has reviewed and approved of the Project, including but not limited to the Project's "Improvements" and "Permitted Use" as those terms are defined in that certain limited warranty deed conveying from the District to the Seller recorded on October 31, 2013, as instrument number 201310311209 ("Prior Deed").

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement ("Terms"), Seller and Buyer agree as follows:

1. Purchase Price and Payment: Seller will sell the Property to Buyer and Buyer will purchase the Property from Seller for a purchase price equal to \$500,000.00 ("Purchase Price"). Buyer shall pay the Purchase Price to Seller, subject to any and all adjustments thereto as specified herein, as follows:

(a) Buyer will deposit earnest money in the amount of \$25,000.00 with North Star Title Agency ("Title Company" or "Escrow Agent"), upon the mutual execution and delivery of this Agreement by Seller and Buyer ("Deposit"). The Deposit and any Additional Deposit as defined herein shall be: (i) applied to the Purchase Price at closing ("Closing"); and (ii) refundable to Buyer upon any termination of this Agreement in strict accordance with the conditions set forth herein, unless such termination results from Buyer's default or breach hereunder (whereupon Seller shall receive the Deposit and any Additional Deposit as and for Seller's remedy as liquidated damages, in addition to any other remedies provided for herein).

(b) Buyer will deliver a promissory note to Seller in the principal amount of \$250,000, in the form attached

hereto as Exhibit "C" (the "Note"), payable in the principal amount of \$12,500 per unit as certificates of occupancy are issued for each unit after the first 15 units have been sold but in any event within 36 months after Closing, otherwise payable according to its terms, and secured by a mortgage given by Buyer to Seller on the Property ("Seller Mortgage"). The Seller understands that the Seller Mortgage will be in a shared first position with the construction lender for the Project's mortgage ("Construction Mortgage"). The principal shall bear interest at a rate of three and one-half percent (3.5%) per annum, except that interest may be deferred and/or waived according to the terms of the Note. There shall be no prepayment penalty under the Note.

(c) The balance of the Purchase Price shall be paid to Seller in immediately available U.S. funds upon Closing.

2. **Inclusions:** Included in this Agreement for any and all purposes as part of the "Property" are any and all: (a) rights, easements, licenses and rights-of-way benefiting and appurtenant to the Property; (b) improvements, structures and fixtures located upon or at the Property; and (c) oil, gas and mineral interests, rights and entitlements relating to the Property.

3. **Title Evidence:** Buyer will obtain an Owner's Title Insurance Commitment (the "Commitment") within 30 days after the Effective Date, after Closing, obtain an Owner's Title Insurance Policy providing for owner's title insurance coverage in the amount of the Purchase Price ("Title Insurance"). Buyer will pay the premium, title examination and commitment costs of and for the Title Insurance. The Commitment will include legible copies of any and all title encumbrances referenced within Schedule B thereof.

Buyer shall obtain the Title Insurance from the Title Company. Buyer shall obtain and pay for any survey which Buyer may want or require ("Survey") within 30 days after the Effective Date. Seller and Buyer shall at Closing execute any ordinary and customary affidavits, agreements, general instructions and forms which the Title Company may reasonably require as a condition to the issuance of the Title Insurance.

The Commitment shall show in Seller a good and marketable title to the Property ("Title"), in fee simple, free and clear of all liens and encumbrances except: (a) those which Buyer creates or expressly assumes; (b) zoning ordinances and building regulations; (c) real estate taxes and assessments, whether general or special, not then due and payable; (d) legal highways; (e) conditions, restrictions, easements, rights of way and all other matters of record to which Buyer shall not pursuant to written notice(s) to Seller make any written objection(s) within 10 calendar days after Buyer receives the Commitment and the Survey ("Notice"); (f) any matters that would be disclosed by an accurate survey of the Property to which Buyer has not pursuant to written notice to Seller made any written objections within 10 days after receipt of both the Commitment and the Survey; and (g) the restrictions on the use of the Property found in the Prior Deed (collectively being the "Permitted Encumbrances").

Within the 10-day period following Buyer's receipt of the Title Commitment and Survey, Buyer shall have the right to object to any matters set forth in the Commitment, other than those matters set forth in (a), (b), (c), (d) and (g) in the paragraph above (the "Unacceptable Title Matter(s)"), by providing written Notice(s) to Seller. Thereafter Seller shall have a reasonable time not to exceed 10 days after Buyer's timely Notice(s) to Seller thereof within which to notify Buyer which Unacceptable Title Matters Seller intends to and shall remedy or remove ("Cure"), prior to or at Closing by giving written notice to Buyer. Seller shall in any event have the unconditional obligation to Cure any and all monetary liens or mortgages of any lenders, governmental bodies, creditor(s) and any other persons or entities, all of which Seller shall satisfy in full prior to or at Closing or for which Seller shall obtain recordable releases or satisfactions such that the same shall not encumber title to the Property as owned by Buyer (or Buyer's nominee(s)). Within 10 days after receipt of such written notice from Seller, Buyer, as Buyer's sole and exclusive remedy, shall elect in writing either to: (i) accept Title to the Property subject to the Unacceptable Title Matters Seller has not otherwise elected to Cure, without an abatement or reduction of the Purchase Price and complete the transaction contemplated hereby ("Transaction"); or (ii) terminate this Agreement. If Buyer elects to terminate this Agreement within 10 days of Seller's written notice, all funds and documents shall be returned to the party who delivered or deposited the same, including the Deposit (and any Additional Deposit) which shall be returned to Buyer, and

thereupon the parties shall be released from any further obligations hereunder each to the other, except that Buyer and Seller shall each pay one-half (1/2) all the expenses of the Title Company, if any and the Escrow Agent shall promptly disburse the Deposit (and any Additional Deposit) to Buyer. If Buyer fails to make a written election within the aforesaid 10-day period, Buyer shall be deemed to have elected to accept title to the Property subject to all Unacceptable Title Matters Seller has not otherwise elected to Cure and to complete the Transaction.

Marketability shall be determined under the Standards of Title Examination adopted by the Ohio State Bar Association.

4. Closing and Possession: Closing shall occur on or before thirtieth (30th) day after expiration of the Inspection Period (defined below) ("Closing Date"), subject to Buyer's right to extend the same for one additional 30-day period upon written notice to Seller; provided, however, that Buyer shall together with any such notice pay into escrow with the Title Company an additional deposit amount of \$25,000.00 (the "Additional Deposit"), which Additional Deposit will be: (a) applied to the Purchase Price at Closing; (b) refundable to Buyer upon any termination of this Agreement in strict accordance with the conditions set forth in this Agreement, unless such termination results from Buyer's breach or default hereunder (whereupon Seller shall receive the Deposit and Additional Deposit as and for Seller's remedy as liquidated damages, in addition to any other remedies provided for herein). The Title Company shall serve as escrow agent and effectuate the Closing of the Transaction. Seller shall deliver full possession of the Property to Buyer at Closing in the present condition thereof subject solely to ordinary wear and tear.

5. Deed: At Closing, Seller shall make, execute and deliver to Buyer or to Buyer's nominee(s) (as applicable) a recordable Limited Warranty Deed ("Deed"), conveying the Property to Buyer or such nominee(s) free and clear of all liens and encumbrances except the Permitted Encumbrances, those matters expressly excepted hereinabove, real estate taxes and assessments which shall be paid and/or prorated as provided hereinbelow, and the restrictions set forth on attached Exhibit "D." A form of the Deed is attached hereto as Exhibit "E."

6. Taxes, Assessments and Other Charges: Prior to or at Closing, Seller shall pay any and all real estate taxes and assessment installments then due and payable and any and all delinquent real estate taxes or assessments, together with any applicable penalties and interest for any prior tax periods. At Closing, Seller shall pay or credit to Buyer all real estate taxes or assessments due or to become due in or for the period prior to Closing pro-rated to the Closing Date utilizing the figures shown on the last available tax duplicate. In any event, Seller shall be wholly obligated to pay and be liable for any and all real estate taxes or assessments (and any applicable penalties or interest) attributable to or assessed against the Property for the period prior to the Closing Date (with this covenant to expressly survive Closing). Seller represents to Buyer that Seller may be exempt or may apply for an exemption from the real estate taxes (the "Tax Exemption"), for the time period from 2013 to the Closing Date. In the event any Tax Exemption is granted or any adjustments are made to the real estate taxes attributable to periods prior to the Closing Date, the parties shall re-prorate the real estate taxes within 10 days of receipt of actual or corrected tax bills. In the event Buyer receives a refund for any adjustments made to real estate taxes, Buyer shall immediately deliver and pay over said refund to Seller. Such covenant to re-prorate taxes and assessments and deliver any refund to Seller shall survive the Closing. Seller will pay any conveyance fee or transfer tax which the Cuyahoga County Fiscal Officer assesses to Seller upon Seller's conveyance of the Property to Buyer. Buyer shall pay the recording fee for the Deed and the Title Company charges to close the Transaction and issue the Title Insurance to Buyer.

7. Severability: If any Term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or otherwise invalidated.

8. Brokers or Realtors: Seller has not listed the Property with a real estate broker or realtor, and neither Buyer nor Seller has enlisted the services of a broker or realtor in any connection therewith. The parties do not owe any broker's or realtor's commission or fee to any broker or realtor relating in any manner whatsoever to this Agreement, the Property or the Transaction. The parties will in any event pay any such commissions owed to their respective realtors or brokers if any is found to be due.

9. **Notices:** Any notices required or permitted to be given pursuant to this Agreement shall be deemed given when either personally delivered or alternatively sent by Federal Express (or any overnight service provider having readily traceable service) to Seller or Buyer as follows:

To Buyer:
Liberty Development Company
28045 Ranney Pkwy.
Westlake, OH 44145
Attention: Tom Kuluris

With copy to:
Ulmer&Berne, LLP
Mary Forbes Lovett, Esq.
1660 West 2nd Street
Cleveland, Ohio, 44113

To Seller:
City of Lakewood, Ohio
12650 Detroit Avenue
Lakewood, OH 44107
Attention: Mayor

With copy to:
City of Lakewood, Ohio
12650 Detroit Avenue
Lakewood, OH 44107
Attention: Law Director

Either Seller or Buyer may change its notice address by providing the other with written notice as provided hereinabove setting forth such new address.

10. **Successors and Assigns:** The Terms shall extend to and be binding upon the respective successors and assigns of both Seller and Buyer or Buyer's nominee(s) (as applicable).

11. **Governing Law:** This Agreement shall be governed by and construed in accordance with Ohio law. The Cuyahoga County, Ohio Common Pleas Court shall have the sole jurisdiction and venue over and respecting any claims, causes of action, liabilities or disputes which arise among and between Seller and Buyer relating in any manner whatsoever to this Agreement, the Transaction or the Property.

12. **Effective Date:** The effective date of this Agreement (the "Effective Date"), shall be the latest date upon which Seller or Buyer executes the same.

13. **Conditions Precedent to Buyer's Obligations:** All of Buyer's duties, obligations and liabilities to Seller under this Agreement are wholly contingent upon the following conditions precedent (collectively the "Buyer's Conditions"):

(a) Buyer being satisfied in its sole discretion with the results of its Due Diligence, as set forth in Section 15 below.

(b) That there exist no liens, conditions, easements, encumbrances, restrictions, rights-of-way or any "Unacceptable Title Matters" relative to the Property that would prevent or impair Buyer's utilization, ownership,

possession or development of the Property for Buyer's use thereof to construct the Project, subject, however, to the use restrictions found within the Permitted Encumbrances.

(c) That any EPA Phase I or Phase II Assessments, Wetland Delineations or Studies, Location Surveys, ALTA Surveys and Flood Surveys which Buyer may obtain relative to the Property are wholly satisfactory to Buyer and do not disclose any materially adverse conditions at the Property as Buyer determines in Buyer's reasonable discretion.

(d) That any percolation testing, soil reports, storm water management, Clean Air Act, drinking water tests, adequacy of utilities and any other inspections, tests, soil borings or investigations (collectively the "Tests and Reports") which Buyer may want to obtain or conduct at the Property (at Buyer's sole expense) do not disclose any materially adverse conditions at or relevant to the Property as Buyer determines in Buyer's discretion.

(e) That the Property be properly and correctly zoned for a use under which the Project may be constructed and that there otherwise do not exist any federal, state, county, city or local regulations, restrictions, issues, requirements or conditions materially adverse to the Property or Buyer's development thereof as Buyer determines in Buyer's discretion, subject, however, to the use restrictions found within the Permitted Encumbrances.

(f) That the Property shall consist of approximately 2.88 acres and shall be configured as depicted within Exhibit "A" hereto.

(g) That Buyer has obtained any and all final approvals and permits from Seller, Cuyahoga County, the state of Ohio and any other governmental agency or body that Buyer needs to promptly develop the Property and to construct the Project thereon; provided Buyer has timely applied for and promptly proceeded in good faith to satisfy all application requirements associated with the approvals or permits.

(h) That Closing shall occur on or before the Closing Date (with time being of the essence).

(i) That there shall have been no material adverse changes in or to the Property or relating thereto prior to Closing as Buyer and Seller determine in their reasonable discretion.

(j) That Seller shall at Closing be ready, willing and able to execute and deliver the Deed and any and all Closing documents and instruments that Buyer and the Title Company reasonably require.

In the event Buyer's Conditions (a) through (f) are not met, Buyer may, by written notice to Seller not later than 5:00 p.m. on the 90th day immediately following the day on which all of the following have voted to approve the plans for the Project: (i) the architectural review board; (ii) the planning commission; and (iii) city council (which shall mark the conclusion of the period known as the "Inspection Period"), terminate this Agreement, whereupon the Deposit (and any Additional Deposit) shall be returned to Buyer and the parties shall be released from any further obligations hereunder each to the other, except that Buyer shall promptly provide Seller with copies of any Tests and Reports, and Buyer and Seller shall each pay one-half (1/2) of all the expenses of the Escrow Agent and the Title Company. In the event Buyer's Conditions (g) through (j) are not met, Buyer may, by written notice to Seller not later than 5:00 p.m. on the Closing Date, terminate this Agreement, whereupon the Deposit (and any Additional Deposit) shall be returned to Buyer and the parties shall be released from any further obligations hereunder each to the other, except that Buyer shall promptly provide Seller with copies of any Tests and Reports, and Buyer shall pay all the expenses of the Escrow Agent and the Title Company. In the event that Buyer fails to deliver to Seller such termination notice prior to the expiration of the Inspection Period or the Closing Date, as applicable, Buyer shall be deemed to have waived Buyer's right to terminate based on Buyer's Conditions, and the parties shall proceed to Closing upon the terms contained herein without reduction in the Purchase Price (and the Deposit and Additional Deposit shall become nonrefundable and shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy if Buyer defaults under or breaches this Agreement, in addition to any other remedies provided for herein).

14. Conditions Precedent to Seller's Obligations: All of Seller's duties, obligations and liabilities to Buyer under this Agreement are wholly contingent upon the following conditions precedent (collectively, the "Seller's Conditions"):

(a) The information provided by Buyer to Seller in all submissions provided as part of the request for qualification and request for proposal process preceding this Agreement, as well as all the "Submittals" (as hereinafter defined), shall be found in every respect to be true and accurate.

(b) Upon or prior to February 2, 2015, Buyer shall have provided the following to Seller (the "Submittals"):

(i) drawings and plans as required by the architectural review board and the planning commission ("Plans") that reasonably evidence that Buyer shall construct Phase I of the Project generally outlined on Exhibit "B" for delivery to arm's-length purchasers not later than the date that is the 24-month anniversary of the Effective Date, subject to delays caused by or attributable to Acts of God, labor strikes, material shortages, inclement weather and other matters beyond Buyer's reasonable control; and (ii) Plans that reasonably evidence that Buyer shall construct Phase II of the Project generally outlined on Exhibit "B" for delivery to arm's-length purchasers not later than the date that is the 36-month anniversary of the Effective Date, subject to delays caused by or attributable to Acts of God, labor strikes, material shortages, inclement weather and other matters beyond Buyer's reasonable control; and (iii) other submittals as may be reasonably required by the city in writing. Buyer's Submittals shall be subject to applicable laws, including but not limited to building and zoning requirements, as well as any additional review by and approval from Seller's board of building standards/architectural board of review, planning commission and, if necessary, board of zoning appeals, but otherwise shall not be subject to Seller's satisfaction or approval.

(c) Buyer's representations and warranties are true and correct in all material respects.

In the event any of Seller's Conditions set forth in this Section are not satisfied by the end of the Inspection Period, Seller may, by written notice to Buyer not later than 5:00 p.m. on the end of the Inspection Period, terminate this Agreement, whereupon the Deposit (and any Additional Deposit) shall be retained by and paid to Seller and the parties shall, thereafter, be released from any further obligations hereunder each to the other, and Buyer shall pay all the expenses of the Escrow Agent and the Title Company. In the event that Seller elects not to terminate this Agreement, Seller shall be deemed to have waived its right to terminate based on Seller's Conditions, and the parties shall proceed to Closing upon the terms contained herein without an adjustment in the Purchase Price.

15. Due Diligence, Inspection and Right of Access: During the Inspection Period, upon notice to and coordination with Seller, Buyer (and Buyer's consultant(s) or agent(s)) shall at Buyer's sole expense have the right to assess, analyze, inspect, test and evaluate the Property from and after the Effective Date to determine the suitability and feasibility of the Property for Buyer's intended use thereof ("Due Diligence"); provided Buyer does not violate any covenants and restrictions imposed on the Property as reflected in documents on public record. Upon notice to and in coordination with Seller, Buyer and Buyer's consultant(s) or agent(s) shall have the right to enter upon the Property (at Buyer's sole expense) to inspect and examine the same and to conduct any and all studies, testing, borings, surveys, examinations and sampling and obtain all such Tests and Reports as Buyer or Buyer's lender (as applicable) deem either necessary or desirable (the "Inspections"). Buyer shall, at Buyer's expense, reasonably restore the Property to the preexisting condition thereof (if and as applicable). Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any losses, liabilities, damages, costs or expenses incurred by Seller as a result of Buyer's inspection activities at the Property; provided, however, notwithstanding any other provisions of this Agreement, Seller shall have no liability for Buyer's discovery of negative facts regarding the Property and any resulting diminution in the value of the Property. Buyer acknowledges and agrees that any such Inspections conducted by Buyer or Buyer's agents and representatives shall be solely at the risk of Buyer. Buyer shall carry commercial general liability insurance covering all activities conducted by Buyer, its agents, contractors and engineers on the Property. Such insurance shall have limits of not less than \$1,000,000.00 for personal injury to or death of any one person, \$2,000,000.00 for personal injury to or death of any number of persons in any one accident and \$500,000.00 for property damage, and shall name Seller as an additional insured. All of the obligations of Buyer under this Section

shall survive Closing or the termination of this Agreement.

Buyer agrees that it shall treat all Tests and Reports as confidential materials and shall not disclose any portion thereof except: (i) to the extent necessary in connection with its evaluation of the Property and to its attorneys, consultants and potential lenders; (ii) to the extent required by law; or (iii) with the express written consent of Seller. Notwithstanding any provision in this Agreement to the contrary, and except as may be required by applicable law, neither Buyer nor Buyer's agents shall contact any governmental authority regarding Buyer's discovery of any Hazardous Substances (as hereinafter defined) on, or any environmental conditions at, the Property without Seller's prior written consent thereto. In addition, if Seller's consent is obtained by Buyer, Seller shall be entitled to receive at least two business days prior written notice of the intended contact and to have a representative present when Buyer has any such contact with any governmental official or representative. For the purposes of this Agreement, the term "Hazardous Substances" shall have the same definition as is set forth in CERCLA (the "Superfund Act"); provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in the Superfund Act) petroleum and related byproducts, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.

16. Seller's Representations and Warranties: Seller covenants, represents and warrants to Buyer ("Seller's Covenants"), that both as of the Effective Date and as of the Closing Date:

(a) Seller owns fee simple and insurable Title to the Property and that Buyer will acquire the Property from Seller free and clear of all liens, encumbrances, claims, demands, easements, covenants, conditions, proffers, restrictions and encroachments of any kind or nature, subject to the Permitted Encumbrances, and other exceptions relating to the Property as set forth in Schedule B of the Commitment (as acceptable to or accepted by Buyer).

(b) Other than those found within the Permitted Encumbrances, Seller has not entered into any other agreements to sell, mortgage, lease, encumber or dispose of any interest in the Property or any portion thereof or any agreement which imposes restrictions on the ability or right of Seller to sell or transfer the Property or any interest therein as required under this Agreement; including, without limitation, any leases, options or rights of first refusal in favor of any persons or entity.

(c) Relative to the Property, Seller has not received any formal notifications of any violations of any applicable federal, state or local ordinances, statutes, codes, rules or regulations relevant or relating thereto except as Seller has otherwise disclosed herein.

(d) To actual knowledge of Seller, there are no hidden or undisclosed underground storage tanks at or upon the Property.

(e) Seller's execution of and performance under this Agreement and Seller's completion of the Transaction will not result in any breach of, constitute a default under or result in the creation of any lien, charge or encumbrance upon the Property under or pursuant to any indenture, mortgage, security agreement, credit agreement or internal governance provisions of Seller or any other agreement or instrument to which Seller is a party or by which Seller or any of the Property may be or is bound; including, without limitation, any options, rights of first refusal or transfer restrictions of any type or nature.

(f) As of the Closing Date, except as noted herein, no consent or approval of any person, entity, governmental agency or body is or will be required for Seller to fully perform under this Agreement or to complete the Transaction in accordance with the Terms.

(g) There are no actions, suits, claims, demands or any other proceedings or investigations, either administrative or judicial, pending or, to the best of Seller's knowledge, threatened against Seller or the Property.

(h) Seller has complied with all applicable laws, regulations, ordinances and rules pertaining to the Property.

(i) Seller is current and at Closing shall be current with and upon all of Seller's obligations and liabilities to pay for any and all utilities servicing the Property.

(j) Seller's Covenants as contained within this Agreement do not and will not contain or furnish any untrue statements of material fact or omit any material information necessary to render Seller's Covenants to not be misleading.

(k) To the actual knowledge of Seller, other than this Agreement, there are no agreements, contracts, licenses, invoices, bills, leases, undertakings or understandings affecting all or any of the Property except as Seller has disclosed in writing to Buyer within this Agreement.

(l) To the best of Seller's knowledge the demolition of the former school building was done in compliance with laws and the sub surface fill is compact and buildable.

All of Seller's Covenants shall survive Closing and the execution, delivery or recordation of the Deed for a period of one (1) year.

17. Buyer's Representations and Warranties: Buyer covenants, represents and warrants to Seller ("Buyer's Covenants"), that both as of the Effective Date and as of the Closing Date:

(a) There is no pending litigation, and to the best of Buyer's knowledge, there is no threatened litigation or claims against Buyer which would impair Buyer's ability to perform its obligations under the terms of this Agreement and to close the transaction as contemplated herein on the Closing Date.

(b) No consent or approval of any person, entity, governmental agency or body is or will be required for Buyer to fully perform under this Agreement and to complete the Transaction in accordance with the Terms.

(c) Buyer is authorized to sign this Agreement, Close the Transaction and perform pursuant to and under the Terms.

(d) Buyer's Covenants as contained within this Agreement do not and will not contain or furnish any untrue statements of material facts or omit any material information necessary to render Buyer's Covenants to not be misleading.

(e) Neither Buyer nor any of its owners, members, shareholders or partners has been convicted of any felony crime or crime involving moral turpitude or of any crime involving an act of theft, fraud, dishonesty or falsification.

All of Buyer's Covenants shall survive Closing and the execution, delivery and recordation of the Deed for a period of one (1) year.

18. Status of Seller: Seller covenants, represents and warrants to Buyer that as of the Effective Date and as of the Closing Date:

(a) Seller is an Ohio municipal corporation;

(b) Seller is authorized to sign this Agreement, close the Transaction and perform pursuant to and under the Terms.

19. Waiver or Modification: None of the Terms can be waived, modified or amended unless and until Seller and Buyer prepare and sign a written waiver or modification, which such waiver or modification must incorporate this Agreement by reference therein and must otherwise ratify and reaffirm the same (subject to the waiver or

modification).

20. Special Conditions: The following shall constitute special Terms of this Agreement and shall survive the Closing:

(a) Existing Surveys, Reports and Title Evidence: Seller has provided or, on Buyer's demand, will promptly provide to Buyer the original or copy of any and all surveys, title evidence, soil test reports, environmental site assessments and any other inspections or testing reports or studies which Seller possesses relative to the Property.

(b) Buyer shall, at its sole cost and expense, be responsible for obtaining all necessary approvals, permits, consents and agreements necessary to enable Buyer or Buyer's nominee(s) to construct, erect, maintain, repair and replace signage and Buyer shall comply with all applicable laws, regulations, rules and ordinances.

(c) Local Participation: Buyer shall in good faith encourage Buyer's contractors, subcontractors, licensees, concessionaires and tenants to use and hire qualified Lakewood businesses and citizens in the development and construction of the Property and for their business operations at the Property (if and as applicable).

(d) Prohibited Uses: Buyer acknowledges that Seller, pursuant to the Prior Deed, is obligated to restrict the use of the Property to a use that is primarily residential in nature, with additional prohibitions on uses found in the Prior Deed. Buyer agrees the Deed will contain the same restrictions and prohibitions on use of the Property, and agrees not to permit operation of any enterprise on the Property in violation of these restrictions and prohibitions. The term "operation" shall include not only those involving the Buyer's Improvements but also all those upon the Property. The Deed shall provide that such prohibitions shall continue for a period of twenty (20) years from the Closing Date.

(e) City's Support: The Seller has agreed to provide the following support for the project: (i) provide parallel parking along the West Clifton border of the Property; (ii) replace the sidewalks on the Property's Northwood Avenue frontage; (iii) provide building permits and inspection fees at cost (not the standard fee schedule) and agrees that there are no separate tap in fees; all subject to separate approval of Seller's city council.

(f) Buyer's Covenant: Buyer will begin construction activities and efforts at the Property ("Construction"), no later than 12 months after the Closing Date and Buyer shall construct a minimum of 15 units as shown on Exhibit "B" for delivery to arm's-length purchasers not later than the date that is the 36-month anniversary of the Closing Date; provided, however, that the deadlines in this paragraph, by reason of Acts of God, labor strike, lockout, inability to procure materials, failure of power, riot, insurrection, war or warlike act, terrorist act, utility blackout or brownout, legal requirement or other reason not within the control of Buyer, shall be continued for a period equivalent to the period of such delay.

21. Condition of Property: BUYER ACKNOWLEDGES THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT: (A) PRIOR TO THE CLOSING, BUYER SHALL HAVE HAD AN OPPORTUNITY TO MAKE ALL INSPECTIONS OF THE PROPERTY AS DESIRED BY BUYER, AND BUYER SHALL HAVE INSPECTED THE PROPERTY AND ACCEPTS IT "AS IS" IN ITS CURRENT CONDITION WITHOUT WARRANTY NOT OTHERWISE SET FORTH HEREIN; (B) BUYER IS AWARE OF THE PRESENT PHYSICAL CONDITION OF THE PROPERTY; AND (C) BUYER FURTHER ACKNOWLEDGES THAT (EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT) THE PROPERTY IS BEING PURCHASED IN ITS PRESENT PHYSICAL CONDITION AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES OR STATEMENTS MADE CONCERNING THE CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR STATEMENT CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY) OTHER THAN THOSE CONTAINED HEREIN, AND THAT BUYER HAS NOT RELIED ON ANY OTHER REPRESENTATIONS, WARRANTIES OR STATEMENTS. ANY REPRESENTATIONS, WARRANTIES, PROMISES OR STATEMENTS BY ANY BROKER, AGENT OR EMPLOYEE OF SELLER OR ANY OTHER PERSON THAT

DIFFERS IN ANY RESPECT FROM THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE GIVEN NO FORCE AND EFFECT. SUBJECT TO AND EXCEPTING FOR SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BUYER WAIVES AND RELEASES SELLER FROM ALL CLAIMS AGAINST SELLER ARISING OUT OF THE CONDITION OF THE PROPERTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PROPERTY IS BEING SOLD AS IS, WHERE IS AND WITH ALL FAULTS. THIS SECTION SHALL SURVIVE CLOSING AND THE RECORDING OF THE DEED FOR RECORD.

Buyer acknowledges that the Site Plan depicted on Exhibit "B" (the "Site Plan") depicts access and egress onto and through the Property. Buyer agrees that it shall, at its sole cost and expense, build, construct and erect all roadways, sidewalks, access drives, traffic signals, signs and infrastructure necessary to comply with the Site Plan as to and upon the Property, including but not limited to, landscaping, civic green space and grading, as required and necessary. Buyer acknowledges that Seller shall have no responsibility or liability for construction of any of the improvements enumerated in this Section or in the Site Plan except as otherwise specifically provided in this Agreement.

Buyer, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases Seller from any claims for recovery of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws ("Environmental Laws"). For purposes of this Agreement, the term "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.* and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.* as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances. The foregoing waiver and release shall be set forth in the Deed and shall be binding upon all future owners and occupants of the Property.

22. Entire Agreement; Survival: There are no covenants, representations, warranties, agreements or conditions, either express or implied, which in any way affect, form a part of, or relate to this Agreement except for the Terms hereof. This Agreement constitutes the entire understanding and agreement between Seller and Buyer. All of the Terms of this Agreement; including, without limitation, Seller's Covenants and Seller's other representations and warranties, shall survive Closing and the execution, delivery and recordation of the Deed.

(The signature page follows.)

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement in duplicate original counterparts on the date(s) set forth hereinbelow.

THE CITY OF LAKEWOOD, an Ohio municipal corporation ("Seller")

LIBERTY DEVELOPMENT COMPANY, an Ohio corporation ("Buyer")

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

ESCROW CONSENT

The undersigned agrees to act as the Title Company and Escrow Agent for the transaction described in the above Agreement as provided herein.

[title company]

By: _____

Its: _____

Dated: _____

EXHIBITS

Exhibit A
Land

Exhibit B
Property Site Plan

Exhibit C
Promissory Note

Exhibit D
Deed Restrictions

Exhibit E
Deed

EXHIBIT A
Land

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, described as follows:

Parcel No. 1

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as being in Section No. 23, and bounded and described as follows:

Commencing at the center of Detroit Plank Road, so called, 30 feet easterly from the East line of C. Southern's land, on the North side of Detroit Street;

thence running northerly parallel with said Southern's East line and 30 feet therefrom the whole distance of his land and continuing Northerly in a straight line until it strikes the southerly line of James Carmen's land;

thence westerly along the Southerly line of said Carmen's land until it strikes the East line of J.D. Wager's land;

thence southerly along the East line of said Wager's land to C. Southern's land;

thence easterly along the Northerly line of said Southern's land to northwest corner of same;

thence southerly along the Easterly line of same land to the center of Detroit Street;

thence easterly along the center of Detroit Street to the place of beginning.

Parcel No. 2

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as being part of section twenty-three (23) Rockport Township, and bounded and described as follows:

Beginning at a point in the south line of the Northwood Park Subdivision as recorded in Volume 29 of Maps, Page 27 of Cuyahoga County Records, which bears South 89° 39' 30" East 144 feet from the intersection with the easterly line of West Clifton Boulevard, said beginning point being at the northeast corner of land conveyed to the Board of Education by deed recorded in Volume 191, Page 551 of Cuyahoga County Deed Records; thence South 5° 37' 30" East along the easterly line of lands conveyed to the Board of Education as aforesaid 294.55 feet to an iron bolt; thence North 73° 55' 30" East parallel to and 20 feet distant northerly at right angles from the northerly line of Detroit Avenue 275.56 feet to an iron bolt; thence North 4° 49' West parallel to and 175 feet distant westerly at right angles from the westerly line of Webb Road 215.95 feet to a iron bolt on the south line of the Northwood Park Subdivision; thence North 89° 39' 30" West along said southerly line 275.53 feet to the place of beginning, containing 1.597 acres of land.

Parcel No. 3

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, Section No. 23, Rockport Township and being known as all of Sublot No. 8 in the Northwood Park Subdivision in the said City of Lakewood, as recorded by plat in Volume 29 of Maps, Page 27 of Cuyahoga County Records, and being further described as follows:

Beginning at a point in the intersection of the southerly lot line of said Lot No. 8, and the easterly street line of West Clifton Boulevard; thence North 00° 03' 30" West a distance of 74.05 feet in the easterly street line of West Clifton Boulevard to the Northwest corner of said Lot No. 8; thence South 89° 45' 30" East a distance

of 160 feet in the Northerly lot line of said Lot No. 8 to the Northeasterly corner of said lot and the westerly line of an alley; thence South $00^{\circ} 03' 30''$ East a distance of 60 feet to a point in the easterly lot line of said Lot No. 8, and the westerly line of an alley; thence North $89^{\circ} 45' 30''$ West, a distance of 40 feet to a point in the northerly line of an alley; thence South $00^{\circ} 03' 30''$ East a distance of 14.30 feet to a point in the southerly lot line of said Lot No. 8; thence North $89^{\circ} 39' 30''$ West a distance of 120 feet to the place of beginning.

Parcel No. 4

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, Section No. 23, Rockport Township, and being known as part of Lot No. 7 in the Northwood Park Subdivision in said City of Lakewood, as shown by plat recorded in Volume 29 of Maps, Page 27 of Cuyahoga County Records, and being further described as follows:

Beginning at a point in the intersection of the southerly lot line of said Lot No. 7, and the easterly street line of West Clifton Boulevard; thence North $00^{\circ} 03' 30''$ West in the Easterly street line of West Clifton Boulevard a distance of 29.95 feet to a point in the south line of the proposed extension of Northwood Avenue; thence South $89^{\circ} 39' 30''$ East a distance of 160 feet, along the south line of the said Northwood Avenue Extension to a point in the easterly lot line of said Lot No. 7; thence South $00^{\circ} 03' 30''$ East a distance of 29.67 feet to a point in the easterly lot line of said Lot No. 7; thence North $89^{\circ} 45' 30''$ West a distance of 160 feet in the southerly lot line of said Lot No. 7, to the point of beginning.

Parcel No. 5

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as being all of that part of vacated Cannon Alley, as shown by the Vacation Plat recorded in Volume 204 of Maps, Page 22 of Cuyahoga County Records.

(Permanent Parcel No. 311-22-028)

EXHIBIT B
Outline of Project
(to be provided)

EXHIBIT C
Promissory Note
(to be provided)

EXHIBIT D
Deed Restrictions
(to be provided)

The following restrictions shall be made a part of the Deed:

1. Grantee, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases Grantor from any claims for recovery of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws ("Environmental Laws"). For purposes of this provision, the term "Environmental Laws" shall include, without limitation, CERCLA and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances, and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances. The foregoing waiver and release shall be binding upon all future owners and occupants of the Property.
2. The Property shall not in any event be used as a theatre, supermarket, bowling alley, billiard parlor, night club or any other business serving or selling alcoholic beverages (except that restaurants may serve alcoholic beverages as an ancillary part of their business), funeral parlor, automobile dealership, skating rink, adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials, massage parlor, so-called "head shop," unsupervised amusement arcade or game room, body and fender shop or off-track betting parlor.
3. The improvements to be constructed by Grantee on the Property (the "Improvements") shall be primarily a residential development, shall have been previously approved by Grantor, and shall not be subject to any tax abatement or deferral ("Permitted Use").
4. Prior to the construction of the Improvements on the Property, the party or parties constructing the initial Improvements shall submit to Grantor a site plan and building layout in connection with the initial Improvements to be constructed on the Property for the review and written approval of the Grantor, which review and approval shall not be unreasonably withheld, conditioned or delayed by Grantor.
5. Repurchase right. The Property and any and all rights and interests appurtenant thereto are subject to the Right to Repurchase (as defined herein) held by Grantor, its successors and assigns, on the following terms and conditions:
 - (a) Grantor has reserved and does hereby reserve unto itself, its successors and assigns, and Grantee does hereby grant and convey to Grantor, its successors and assigns, the right and option, but not the obligation, to repurchase the Property as set forth below from Grantee (hereinafter referred to as the "Right to Repurchase"), for the Repurchase Price (as hereinafter defined) and on the other terms and conditions hereof if (i) Grantee fails to commence construction of the Improvements on or before the expiration of the twelfth full calendar month after the date of the Closing (for purposes of the Right to Repurchase set forth in this Deed the date of Closing shall be deemed the date of this Deed), or (ii) Grantee fails to complete construction of fifteen (15) units for delivery to arm's-length purchasers not later than the date that is the 36-month anniversary of the date of Closing (any of the deadlines in items (i) and (ii) (hereinafter referred to as the "Commencement Deadline"); provided, however, that in the event of Acts of God, strikes, terrorism, war, unavailability of materials or any other cause outside the reasonable control of Grantee, the Commencement Deadline shall be reasonably extended to reflect the time loss due to the unexpected delay and the time to complete the same using reasonably prompt diligence. Grantor must exercise the Right to Repurchase by written notice to Grantee delivered within six full calendar months after the Commencement Deadline.
 - (b) If Grantor fails to deliver timely the required notice under paragraph (a), then the Right to Repurchase thereupon automatically ceases and terminates and is of no further force and effect without any further action by any of the parties. The Right to Repurchase set forth herein shall automatically cease and terminate upon Grantee's transfer of any portion of the Property to a third-party, but only as to such portion of the Property, without any further action on any part of the parties hereto; provided, however, that then Grantor shall, upon

the request of Grantee or its successor-in-title, at Grantee's cost, execute a termination agreement in recordable form terminating the Right to Repurchase as to such property and shall deliver the same to Grantee.

(c) If Grantor exercises the Right to Repurchase in accordance with the terms hereof, then the consummation of such transaction (hereinafter referred to as "Repurchase Closing") will occur in the offices of Grantor's counsel on that date which is 60 days after the delivery to Grantee of the exercise notice or such earlier date upon which Grantor and Grantee agree.

(d) At the Repurchase Closing, Grantee shall execute and deliver to Grantor: (i) a limited warranty deed conveying title to the Property to Grantor, subject only to the Permitted Exceptions, and such other matters established against title after the date of Closing with the express written consent of Grantor (except financing liens established at or after Closing, which Grantee shall discharge prior to or at the time of the re-conveyance); (ii) such other documents, certificates, instruments and the like, as may be required by the Title Company to issue a policy of title insurance subject only to the Permitted Exceptions, with all standard exceptions removed; and (iii) possession of the Property, subject to the matters permitted hereunder.

(e) In the event that Grantor elects to exercise the Right to Repurchase in accordance herewith, the purchase price for the Property (hereinafter referred to as the "Repurchase Price") shall be whatever amounts Grantee shall have paid to Grantor by the Closing Date for Grantee's purchase of the property, including any deposits, cash and principal and interest paid by Grantee to Grantor under the terms of the purchase agreement between Grantee and Grantor and mortgage note from Grantee to Grantor plus the fair market value of any improvements to the Property made by the Buyer but in no event less than the amount due under the Construction Mortgage. Grantor shall deliver the Repurchase Price to the Title Company in cash or other funds available for immediate credit to Grantee. Closing costs shall be shared by the Grantor and the Grantee according to the custom of the jurisdiction in which the Property is located.

EXHIBIT E
Deed
(to be provided)



DEPARTMENT OF PLANNING & DEVELOPMENT
DRU SILEY, DIRECTOR

12650 Detroit Avenue • 44107 • (216) 529-6630 • FAX (216) 529-5936
www.onelakewood.com/development

January 13, 2015

Lakewood City Council
Lakewood, OH 44107

RE: McKinley School Site Rezoning - Planned Development.

Dear Members of Council:

Following this letter is an ordinance to rezone the former location of McKinley School from C-4 (Commercial, Public Schools) to a Planned Development (PD) for the purpose of constructing approximately 40 townhouse units.

As you know, after acquiring the 2.88 acre property from the school district in October 2013, the City has worked to demolish the building in order to make a development ready site as well as to select a development partner. In September 2014 after a thorough qualifications review process the City chose Liberty Development for this partnership.

Since that time staff has been working with the team from Liberty in consultation with the Planning Commission and the Architectural Board of Review to create a development plan that will allow for high quality residential development appropriate to Lakewood.

Rezoning the property to a PD allows Council, the administration, the Planning Commission and our partners to author zoning specific to this property. The goal of the McKinley Place PD is to allow for flexibility to respond to the housing market while building in requirements that protect and enhance the adjacent neighborhood.

Please refer the ordinance to the Planning Commission for a review and recommendation.

Sincerely,

Dru Siley
Director

ORDINANCE NO.

BY:

AN ORDINANCE to amend Section 1105.02 of the Zoning Code of the Codified Ordinances of the City of Lakewood by changing and revising the Zoning Map of the City with respect to certain property as set forth and described as 1351 West Clifton Blvd. (PPN 311-22-028) from C4 (Commercial, Public School) to PD (Planned Development).

WHEREAS, it is necessary and desirable to rezone the property which is the site of the former McKinley School to allow for the redevelopment of the property; and

WHEREAS, Article 18, Section 3 of the Constitution of the State of Ohio permits municipalities to exercise all powers of local self-government and to adopt and enforce within their limits such as local police, sanitary and other regulations as are not in conflict with general laws; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1105.02 of the Zoning Code of the Codified Ordinances of the City of Lakewood be and the same is hereby amended by changing and revising the Zoning Map of the City from C4 (Commercial, Public School) to PD (Planned Development) for the following property:

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, described as follows:

Parcel No. 1

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as being in Section No. 23, and bounded and described as follows:

Commencing at the center of Detroit Plank Road, so called, 30 feet easterly from the East line of C. Southern's land, on the North side of Detroit Street;

thence running northerly parallel with said Southern's East line and 30 feet therefrom the whole distance of his land and continuing Northerly in a straight line until it strikes the southerly line of James Carmen's land;

thence westerly along the Southerly line of said Carmen's land until it strikes the East line of J.D. Wager's land;

thence southerly along the East line of said Wager's land to C. Southern's land;

thence easterly along the Northerly line of said Southern's land to northwest corner of same;

thence southerly along the Easterly line of same land to the center of Detroit Street;

thence easterly along the center of Detroit Street to the place of beginning.

Parcel No. 2

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as being part of section twenty-three (23) Rockport Township, and bounded and described as follows:

Beginning at a point in the south line of the Northwood Park Subdivision as recorded in Volume 29 of Maps, Page 27 of Cuyahoga County Records, which bears South 89° 39' 30" East 144 feet from the intersection with the easterly line of West Clifton Boulevard, said beginning point being at the northeast corner of land conveyed to the Board of Education by deed recorded in Volume 191, Page 551 of Cuyahoga County Deed Records; thence South 5° 37' 30" East along the easterly line of lands conveyed to the Board of Education as aforesaid 294.55 feet to an iron bolt; thence North 73° 55' 30" East parallel to and 20 feet distant northerly at right angles from the northerly line of Detroit Avenue 275.56 feet to an iron bolt; thence North 4° 49' West parallel to and 175 feet distant westerly at right angles from the westerly line of Webb Road 215.95 feet to an iron bolt on the south line of the Northwood Park Subdivision; thence North 89° 39' 30" West along said southerly line 275.53 feet to the place of beginning, containing 1.597 acres of land.

Parcel No. 3

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, Section No. 23, Rockport Township and being known as all of Sublot No. 8 in the Northwood Park Subdivision in the said City of Lakewood, as recorded by plat in Volume 29 of Maps, Page 27 of Cuyahoga County Records, and being further described as follows:

Beginning at a point in the intersection of the southerly lot line of said Lot No. 8, and the easterly street line of West Clifton Boulevard; thence North 00° 03' 30" West a distance of 74.05 feet in the easterly street line of West Clifton Boulevard to the Northwest corner of said Lot No. 8; thence South 89° 45' 30" East a distance of 160 feet in the Northerly lot line of said Lot No. 8 to the Northeast corner of said lot and the westerly line of an alley; thence South 00° 03' 30" East a distance of 60 feet to a point in the easterly lot line of said Lot No. 8, and the westerly line of an alley; thence North 89° 45' 30" West, a distance of 40 feet to a point in the northerly line of an alley; thence South 00° 03' 30" East a distance of 14.30 feet to a point in the southerly lot line of said Lot No. 8; thence North 89° 39' 30" West a distance of 120 feet to the place of beginning.

Parcel No. 4

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, Section No. 23, Rockport Township, and being known as part of Lot No. 7 in the Northwood Park Subdivision in said City of Lakewood, as shown by plat recorded in Volume 29 of Maps, Page 27 of Cuyahoga County Records, and being further described as follows:

Beginning at a point in the intersection of the southerly lot line of said Lot No. 7, and the easterly street line of West Clifton Boulevard; thence North 00° 03' 30" West in the Easterly street line of West Clifton Boulevard a distance of 29.95 feet to a point in the south line of the proposed extension of Northwood Avenue; thence South 89° 39' 30" East a distance of 160 feet, along the south line of the said Northwood Avenue Extension to a point in the easterly lot line of said Lot No. 7; thence South 00° 03' 30" East a distance of 29.67 feet to a point in the easterly lot line of said Lot No. 7; thence North 89° 45' 30" West a distance of 160 feet in the southerly lot line of said Lot No. 7, to the point of beginning.

Parcel No. 5

Situated in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as being all of that part of vacated Cannon Alley, as shown by the Vacation Plat recorded in Volume 204 of Maps, Page 22 of Cuyahoga County Records.

(Permanent Parcel No. 311-22-028)

Section 2. The Director of Planning and Development is hereby authorized and directed to make the reclassification change on the zoning map of the City of Lakewood, Ohio, in order to reflect the amendment designated in Section 1 of this ordinance.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Adopted: _____

PRESIDENT

CLERK OF COUNCIL

Approved: _____

MAYOR

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-8005
(614)644-2360 FAX(614)644-3166

TO

06989910020 PERMIT NUMBER		STCK TYPE	BIG SHOW LTD DBA EMERALD NECKLACE MARINA GRILLE N/S OF BLDG & COOLER & PATIO 1500 SCENIC PARK DR & PICNIC AREA LAKEWOOD OH 44107	
ISSUE DATE		09 16 2014		
FILING DATE		09 16 2014		
D5F D6 PERMIT CLASSES				
18 TAX DISTRICT	286	C	F13341 RECEIPT NO.	

FROM 01/02/2015

PERMIT NUMBER		TYPE		
ISSUE DATE		FILING DATE		
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 01/02/2015

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/02/2015

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES C STCK 0698991-0020

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT: IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF LAKEWOOD CITY COUNCIL
12650 DETROIT AV
LAKEWOOD OHIO 44107