

**DOCKET
OF A MEETING OF
THE LAKEWOOD CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS
LAKEWOOD CITY HALL - 12650 DETROIT AVENUE
JULY 21, 2014
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 both branches of the Lakewood Public Library after noon on 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 and disposal of the Amended Minutes of the Regular Meeting of Council held April 7, 2014.
Reading & disposal of the Minutes of the Regular Meeting of Council held July 7, 2014.
Reports, legislation and communications from Members of Council, the Mayor and other City Officials.

****OLD BUSINESS****

1. Committee of the Whole Report regarding Civil Service Commission Report for Council Members and Mayor Salaries; Ms. Madigan, Chair. (To Be Provided)
2. Committee of the Whole Report regarding 7/21/14 Committee of the Whole meeting; Ms. Madigan, Chair. (To Be Provided)
3. Public Works Committee Report regarding Resolution No. 8751-14; Mr. Juris, Chair. (To Be Provided)
4. **RESOLUTION NO. 8751-14** – 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 the Director of Public Works, Director of Finance and the Purchasing Manager to enter into an agreement with and purchase supplies or services through a **Purchasing Consortium to Purchase Sodium Chloride** consisting of the cities of Beachwood, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Independence, North Royalton, Seven Hills and Valley View without the necessity of advertising and bidding as required in Lakewood Codified Ordinances §111.04 Bidding. (REFERRED TO THE PUBLIC WORKS COMMITTEE 7/7/14) (Pg. 1)
5. Public Works Committee Report regarding Ordinance 29-14 & Resolution 8747-14; Mr. Juris, Chair. (To be provided)
6. **ORDINANCE NO. 29-14** – AN ORDINANCE amending Section 565.01, Definitions, and Section 565.04, Placing Harmful Substances near Trees, of the Codified Ordinances of the City of Lakewood to prohibit actions harmful to the tree trunk flare zone. (PLACED ON 1ST READING & REFERRED TO THE PUBLIC WORKS COMMITTEE 6/16/14, 2ND READING 7/7/14) (Pg. 3)
7. **RESOLUTION NO. 8747-14** – A RESOLUTION to endorse the principles for tree care and the urban forestry management goals recommended by the Lakewood Tree Task Force. (REFERRED TO PUBLIC WORKS COMMITTEE 6/16/14) (Pg. 6)
8. Public Safety Committee Report regarding Ordinance 30-14; Mr. Bullock, Chair (To be provided)
9. **ORDINANCE NO. 30-14** – AN ORDINANCE to amend certain provisions of the Codified Ordinances of the City of Lakewood regarding insurance requirements. (PLACED ON 1ST READING & REFERRED TO THE PUBLIC SAFETY COMMITTEE 6/16/14, 2ND READING 7/7/14) (Pg. 9)

****NEW BUSINESS****

10. Communication from Council and Mayor Summers regarding Resolution of Appreciation to the Cleveland Orchestra. (Pg. 19)

11. **RESOLUTION NO. 8753-14** – A RESOLUTION expressing sincere appreciation to the members of the Cleveland Orchestra for their generous spirit, which they have shared with the City of Lakewood through the “At Home In Lakewood” spring performances. (Pg. 20)
12. Communication from Councilmember O’Leary regarding a resolution in support of the movement to amend the Constitution. (Pg. 21)
13. **RESOLUTION NO. 8754-14** – A RESOLUTION calling on legislators at the state and federal level and other communities and jurisdictions to support an amendment to the United States Constitution that would abolish corporate personhood and abolish the doctrine of money as speech. (Pg. 22)
14. Communication from Councilmembers O’Leary, Marx, and Bullock regarding a proposed resolution for a hen-keeping pilot program (Pg. 25)
15. **RESOLUTION NO. 8755-14** – A RESOLUTION establishing a pilot program to permit the keeping of hens in the City of Lakewood under certain conditions. (Pg. 26)
16. Communication from Mayor Summers regarding James R. Anderson, 2014 Grand Marshal of the 4th of July Parade. (Pg. 28)
17. **RESOLUTION 8756-14** – A RESOLUTION to thank Mr. James Anderson for participating as the 2014 Grand Marshal in the City of Lakewood 4th of July Parade. (Pg. 29)
18. Communication from Police Chief Malley regarding a Memorandum of Understanding with the Northern Ohio Law Enforcement Task Force. (30)
19. **RESOLUTION 8757-14** – A RESOLUTION authorizing the Mayor or his designee to enter into an agreement with other law enforcement agencies as a member of the Northern Ohio Law Enforcement Task Force (Pg. 31)
20. Communication from Finance Director Pae regarding 2014 3rd Quarter transfers (Pg. 36)
21. **ORDINANCE NO. 31-14** – AN ORDINANCE authorizing the transfer and advance of certain funds (Pg. 37)
22. Communication from Human Resources Director Yousefi regarding the purchase of Fitbit electronic activity tracking devices as part of the City’s wellness program. (Pg. 39)
23. **RESOLUTION 8758-14** – A RESOLUTION authorizing the Director of Public Works to purchase Fitbit devices without the necessity of bidding in accordance with Lakewood Codified Ordinance 111.04(a) (10) in accordance with the City of Lakewood standard purchase order terms and conditions. (Pg. 41)

24. Communication from Planning & Development Director Siley regarding Economic Development Fund Loan – Omni Lakewood, LTD (Pg. 43)
25. **RESOLUTION NO. 8759-14** – A RESOLUTION authorizing the Mayor or his designee to enter into an agreement with Omni Lakewood, Ltd. Or its designee for participation in the Lakewood Business Investment Program (BIP) of the Economic Development Fund (EDF) for a five-year loan in the amount of \$100,000 (Pg. 44)
26. Communication from Planning and Development Director Siley regarding Zoning Code Chapter 1143 – Parking Code Update (Pg. 65)

REFERRED TO THE PUBLIC WORKS COMMITTEE
7/7/14.

RESOLUTION NO.: 8751-14

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 the Director of Public Works, Director of Finance and the Purchasing Manager to enter into an agreement with and purchase supplies or services through a **Purchasing Consortium to Purchase Sodium Chloride** consisting of the cities of Beachwood, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Independence, North Royalton Seven Hills and Valley View without the necessity of advertising and bidding as required in Lakewood Codified Ordinance §111.04, Bidding.

WHEREAS, the above consortium of cities has established bidding procedures for obtaining competitive pricing for sodium chloride (road salt) for the member municipalities; and

WHEREAS, in the interest of efficiency and cost savings, it is in the public interest to allow purchasing outside the requirements of Lakewood Codified Ordinances §111.04, Bidding, through membership in the approved purchasing agency, which has demonstrated established procedures in obtaining competitive pricing from vendors; 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 in that a commitment for sodium chloride should be made immediately to allow the City of Lakewood to take advantage of the competitive pricing; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO

Section 1. The Director of Public Works, Director of Finance and the Purchasing Manager is hereby authorized to enter into an agreement and take any other steps deemed necessary for the City to purchase supplies and services the **Purchasing Consortium to Purchase Sodium Chloride** consisting of the cities of Beachwood, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Independence, North Royalton Seven Hills and Valley View without the necessity of advertising and bidding as required in Lakewood Codified Ordinance §111.04, Bidding.

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

Clerk

Approved: _____

Mayor

Tree Trunk Flare Zone Appropriate Care LCO 565.04 amendment

ORDINANCE NO. 29-14

BY:

AN ORDINANCE amending Section 565.01, Definitions, and Section 565.04, Placing Harmful Substances Near Trees, of the Codified Ordinances of the City of Lakewood to prohibit actions harmful to the tree trunk flare zone.

WHEREAS, healthy, mature, and safe trees are beneficial to property values, air quality, storm water management, energy use reduction, and the beautification of our City; and

WHEREAS, the trunk flare zone is critical to the growth, development, and long term health of a tree, and appropriate care for the trunk flare zones of public trees, by prolonging their lives, will conserve taxpayer dollars and help the City achieve its goal of attaining a robust, consistent tree canopy; and

WHEREAS, the Lakewood Tree Task Force recommended tree management policy changes to this effect; 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 2. Section 565.01, Definitions, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

565.01 DEFINITIONS.

The following words, whenever referred to in this chapter, are defined as follows:

(a) "Public place" means any public street, public highway, public park or any property owned or held by the City, within the boundaries of the City.

(b) "Tree" means any tree.

(c) "Arboriculture" or "tree preservation" means and includes the treating, spraying, pruning, maintaining and any other care or work intended for the strengthening of trees, and the removal and prevention of tree pests, blights and diseases of any and all kinds.

(d) "Director of Public Works" or "Director" means the Director of Public Works of the City.

(e) "City" means the City of Lakewood, Ohio.

shall be and hereby is amended to read as follows:

565.01 DEFINITIONS.

- ...
- (b) "Tree" means any tree.
 - (c) "Trunk flare zone" means the area at the base of the tree trunk that widens as it intersects with the root system.
 - (ed) "Arboriculture" or "tree preservation" means and includes the treating, spraying, pruning, maintaining and any other care or work intended for the strengthening of trees, and the removal and prevention of tree pests, blights and diseases of any and all kinds.
 - (de) "Director of Public Works" or "Director" means the Director of Public Works of the City.
 - (ef) "City" means the City of Lakewood, Ohio.

Section 2. Section 565.04, Placing Harmful Substances Near Trees, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

565.04 PLACING HARMFUL SUBSTANCES NEAR TREES.

No person shall permit any natural or artificial gas, salt, brine, water, oil, liquid dye or any other substances deleterious to trees to come in contact with the soil surrounding the roots of any tree upon any public place in this City in such a manner as to kill, injure, deface, destroy or affect the growth of such trees.

shall be and hereby is amended to read as follows:

565.04 PLACING HARMFUL SUBSTANCES NEAR TREES.

(a) No person shall permit any natural or artificial gas, salt, brine, water, oil, liquid dye or any other substances deleterious to trees to come in contact with the soil surrounding the roots of any tree upon any public place in this City in such a manner as to kill, injure, deface, destroy or affect the growth of such trees.

(b) Appropriate care of trunk flare zone

(1) No person shall permit any mulch, soil, or other landscape material to come in contact with the tree trunk or be placed within three inches of the trunk flare zone of any tree upon any public place.

(2) Notwithstanding any other provision of this chapter, whoever violates this subsection is guilty of a minor misdemeanor.

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 of Council

Clerk of Council

Approved: _____

Mayor

RESOLUTION NO.:

By:

A RESOLUTION to endorse the principles for tree care and the urban forestry management goals recommended by the Lakewood Tree Task Force.

WHEREAS, healthy, mature, and safe trees are beneficial to property values, air quality, storm water management, energy use reduction, and the beautification of the City of Lakewood; and

WHEREAS, attaining success in the City's urban forestry goals will require, by definition, long-term planning and consistent policies over many decades; and

WHEREAS, the attainment of a lasting mature tree canopy requires prudence, foresight, and many decades of investment which, once lost, cannot be regained for decades; and

WHEREAS, adopting a "right tree, right place" policy to guide City tree plantings will allow the City to minimize tree death and infrastructure impacts while increasing the long-term viability of trees, thereby make efficient use of public dollars and more effectively attaining City urban forestry goals; and

WHEREAS, always planting the largest suitable tree for a given site will maximize the economic and ecological benefits of that site to the community, given the longer lifespan of and greater magnitude of benefits bestowed by larger trees; and

WHEREAS, adopting a policy of varying trees by age and species on any given street, park, or public area will help to mitigate the threat posed to tree survivability by pests, diseases, storms, or old age, thereby reducing the likelihood of large tree losses across the city and resulting in a more consistent tree canopy over time; and

WHEREAS, adopting a policy of consistent watering of newly-planted public trees during the first few years of life, and prioritizing pruning and other tree care techniques during the first ten years of newly-planted public trees' lives, would greatly aide the survival rate of those trees, thereby making efficient use of public dollars and more effectively attaining City urban forestry goals; and

WHEREAS, a goal of increasing the percentage from 28.5 to 38.5 percent of the City's surface area sitting under a canopy of trees has been determined as an ambitious yet attainable goal that would significantly aide storm water management; and

WHEREAS, an annual planting of 500 trees across the community on private, school, and municipally owned properties would enable the City to achieve the 38.5% canopy coverage by 2035; and

WHEREAS, an annual planting by the City of at least 200 trees on City-owned land is a crucial element of the aforementioned community-wide 500-tree annual tree planting goal; and

WHEREAS, the interplay of sidewalks and trees has historically had a significant deleterious impact on City trees planted on tree lawns, occasioning the removal of many such trees when their growth resulted in code citations to private property owners for sidewalk repair, but which impact is greatly mitigated when the City adopts a flexible set of procedures that can abate sidewalk quality problems while still preserving tree lawn trees ; and

WHEREAS, many available tree lawn planting sites that are either vacant or not currently accommodating the maximum possible number of trees permitted by the space could greatly contribute to a citywide tree canopy increase if they were planted with the maximum possible number of trees; and

WHEREAS, a master plan for all City Parks and public areas would increase the number of trees and increase the diversity of the tree species, which is known to increase survivability and improve the consistency of the tree canopy; and

WHEREAS, monetary and other donations by private citizens in tree plantings in parks and public areas can improve the number of trees and breadth of the tree canopy, and should be encouraged; and

WHEREAS, City education of residents concerning the availability of complimentary tree planting on tree lawns as well as opportunity to participate in a low-cost purchase of trees for private yards would help to increase private participation in tree planting and help attain the aforementioned community-wide annual tree planting goals; and

WHEREAS, developing standards for tree plantings and canopy maintenance on commercial properties would help to attain the tree canopy goals of the City; and

WHEREAS, providing training on proper mowing, trimming, machinery operation, digging, concrete work, construction work, and similar activities would reduce negative impacts to tree roots, limbs, and other vulnerable tree elements, and should be pursued by the City for all relevant employees; and

WHEREAS, standards for proper mowing, trimming, machinery operation, digging, concrete work, construction work, and similar activities would reduce negative impacts to tree roots, limbs, and other vulnerable tree elements, and should be implemented and required by the City for all contractors seeking permits to work in the City; and

WHEREAS, a sufficient number of licensed arborists to conduct annual pruning and maintenance of trees will aide in attaining the City's tree canopy goals by allowing small and medium trees to successfully grow and mature trees to live for the maximum safe period, and ought to be maintained by the City at all times; and

WHEREAS, resident education about the economic, health, infrastructure, and aesthetic benefits of trees can improve resident motivation to plant private trees and donate and care for public trees on tree lawns, and ought to be pursued by the City; and

WHEREAS, mature trees located on private property are a major contributor to community-wide tree canopy goals, and, if not properly maintained, can pose a significant hazard to health and property, and therefore ought to be appropriately regulated by the City; and

WHEREAS, a healthy and consistently robust urban forest canopy can serve as a "green trademark" for the community, helping to attract and retain residents and to distinguish the City of Lakewood as a leader in sustainability in the region; and

WHEREAS, the City of Lakewood's name implicitly incorporates a healthy urban forest as part of the very identity of our community; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. This Council and Mayor of the City of Lakewood hereby indicate support and endorsement of the principles for tree care and the urban forestry management goals recommended by the 2013-14 Lakewood Tree Task Force as set forth in the preamble of this resolution. Each of the recitals listed in the preamble to this resolution shall be the policy of the City, and the principles and goals therein shall guide City budgeting, decision making, and procedures for urban forestry until such time as they might be updated or repealed by this Council.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. The Clerk of Council is hereby authorized and directed to forward a certified copy of this resolution to the Mayor and a copy of this Resolution shall be spread upon the minutes of this meeting.

Adopted: _____

President

Clerk

Approved: _____

Mayor

PLACED ON 1ST READING & REFERRED TO THE
PUBLIC SAFETY COMMITTEE 6/16/14.

PLACED ON 2ND READING 7/7/14

ORDINANCE NO. 30-14

BY:

AN ORDINANCE to amend certain provisions of the Codified Ordinances of the City of Lakewood regarding insurance requirements.

WHEREAS, it is necessary and desirable to amend various sections of the Codified Ordinances of the City in order to make provisions regarding insurance requirements consistent throughout the code; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government, and the power to enact laws that are for the health, safety, welfare; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 129.33, Self-Insurance Funds, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

129.33 SELF-INSURANCE FUNDS.

(a) The Recreational Self-Insurance Fund.

(1) There is hereby established, in and for the City, pursuant to Ohio R.C. 2744.08(A)(2)(a), a special fund to be known as the "City of Lakewood Recreational Programs and Recreational Facilities Self-Insurance Fund" (hereinafter and otherwise referred to as the "Recreational Self-Insurance Fund" or the "Fund").

(2) The Fund shall be administered in accordance with the Recreational Program and Facilities Self-Insurance Agreement between the City and the School District, dated June 11, 1987, as such Agreement shall be amended from time to time, as authorized by Ohio R.C. 2744.08(A)(2)(b).

(3) The source and amount of the moneys to be deposited to the credit of the Fund shall be determined in accordance with the Agreement, as it may be amended from time to time.

(4) The purposes of expenditures and other uses of moneys and the authority to expend such moneys from the Fund shall be determined in accordance with the Agreement, as it may be amended from time to time, including, but not limited to, the purposes of:

A. Paying claims, whether by settlement or pursuant to a final judgment;

B. Expenses, including, but not limited to, claims-related expenses;

C. Withdrawing excess funds as authorized by the Agreement; and

- D. Distributing funds upon termination of the Agreement, as authorized by the Agreement.
- (5) The sum of fifty thousand dollars (\$50,000) shall be appropriated from the City's General Fund to the credit of the Recreational Self-Insurance Fund. Pursuant to Ohio R.C. 2744.08(A)(2)(a), the Director of Finance is hereby authorized to transfer, by way of administrative reimbursement, funds from the City's various funds and accounts to reimburse the General Fund, based upon his determination of the relative exposure and loss experience of the functions of the City that are financed from such funds and accounts.
- (b) The General Liability Self-Insurance Fund.
- (1) There is hereby established, in and for the City, pursuant to Ohio R.C. 2744.08(A)(2)(a), a special fund to be known as the "City of Lakewood General Liability Self-Insurance Fund" (hereinafter and otherwise referred to as the "General Liability Self-Insurance Fund" or the "Fund").
- (2) Council may appropriate, on an annual basis and at such other times as it deems necessary or desirable, such amounts which it believes, in its sole discretion, will be sufficient to wholly or partially fund reserves to pay claims and claims expenses with respect to the City's liability to others arising out of torts, including the City's duty, if any, to indemnify its employees and officials in a proper case. This subsection does not require that any claim reserve or other reserve be established or, if established, that it be fully funded.
- (3) Moneys deposited to the credit of the General Liability Self-Insurance Fund may be expended for the following purposes:
- A. To pay claims, whether by settlement or upon final judgment;
 - B. To pay claims-related expenses and other expenses related to the purpose of the Fund;
 - C. To purchase liability insurance;
 - D. To make contributions for the services provided and the liability coverage extended by a joint self-insurance pool;
 - E. To withdraw money for any lawful use if Council determines that excess moneys are to the credit of the Fund; and
 - F. To distribute any balance remaining in the Fund for any lawful use, as Council shall determine, upon the determination by Council that this Fund shall be terminated.
- (4) The interest paid on the investment of the moneys to the credit of this Fund shall be paid into the Fund.
- (5) This subsection may be amended from time to time, and moneys deposited to the credit of the Fund prior to any such amendment may be administered and/or expended in the manner provided by the amended provisions.

- (6) The sum of one hundred fifty thousand dollars (\$150,000) shall be appropriated from the General Fund to the credit of the General Liability Self-Insurance Fund. Pursuant to Ohio R.C. 2744.08(A)(2)(a), the Director of Finance is hereby authorized to transfer, by way of administrative reimbursements, funds from the City's various funds and accounts to reimburse the General Fund, based upon his determination of the relative exposure and loss experience of the functions of the City that are financed from such funds and accounts.

shall be and hereby is repealed.

Section 2. Section 506.04, Exception, Registration and Fee, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

506.04 EXCEPTION, REGISTRATION AND FEE.

- (a) Any owner of a dangerous animal as defined in Section 506.03 on the effective date of this section who intends to keep such dangerous animal within the City shall have ninety days from the effective date of this section, or, on a showing of good cause for having failed to adhere to the provisions hereof within ninety days of the effective date of this section, thirty days from the date the owner is notified of his or her noncompliance, to register such dangerous animal with the Director of Public Safety or his or her designee. The fee for such registration shall be fifty dollars (\$50.00). Registration shall take place annually thereafter. Registration shall include providing the name and contact information of the owner of the dangerous animal, the location where the dangerous animal shall be kept, and any other information deemed necessary to ensure the safety of the public by the Director of Public Safety or his or her designee. Registration shall be rejected and the dangerous animal shall be removed from the if the owner fails to show proof annually of compliance with the following conditions:

...

- (3) That the owner has obtained liability insurance with an insurer authorized to write liability insurance in the State, providing coverage for each occurrence, subject to a limit, exclusive of interest and costs, of not less than one hundred thousand dollars (\$100,000) because of damage or bodily injury to, or death of, a human being caused by the animal and that such insurance policy is paid in full for the entire period of registration.

...

shall be and is hereby amended to read as follows:

506.04 EXCEPTION, REGISTRATION AND FEE.

- (a) Any owner of a dangerous animal as defined in Section 506.03 on the effective date of this section who intends to keep such dangerous animal within the City shall have ninety days from the effective date of this section, or, on a showing of good cause for having failed to adhere to the provisions hereof within ninety days of the effective date of this section, thirty days from the date the owner is notified of his or her noncompliance, to register such dangerous animal with the Director of Public Safety or his or her designee. The

fee for such registration shall be fifty dollars (\$50.00). Registration shall take place annually thereafter. Registration shall include providing the name and contact information of the owner of the dangerous animal, the location where the dangerous animal shall be kept, and any other information deemed necessary to ensure the safety of the public by the Director of Public Safety or his or her designee. Registration shall be rejected and the dangerous animal shall be removed from the if the owner fails to show proof annually of compliance with the following conditions:

- ...
- (3) That the owner has obtained liability insurance with an insurer authorized to write liability insurance in the State, providing coverage for each occurrence, subject to a limit, exclusive of interest and costs, ~~of not less than one hundred thousand dollars (\$100,000)~~ in an amount approved by the Director of Law because of damage or bodily injury to, or death of, a human being caused by the animal and that such insurance policy is paid in full for the entire period of registration. The owner shall provide a certificate of insurance evidencing that the policy covers the dangerous animal to which this provision applies and that the insurer acknowledges the specific breed and that it has been declared dangerous.
- ...

Section 3. Section 901.18, Erecting Buildings or Structures on Public Ground, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

901.18 ERECTING BUILDINGS OR STRUCTURES ON PUBLIC GROUND.

- (a) No person shall erect, place or cause to be erected or placed or permit to remain, any building, structure or device of any nature upon any street, lane, alley or public ground within the City except with the consent of the owner thereof and where permitted by statutes of the State and the ordinances of the City, including, but not limited to, zoning provisions.
- (b) No person, firm or corporation shall exclusively use property of the City held for use by the general public except pursuant to rental agreements or permits including provision for the payment of a reasonable rental as may be authorized by ordinance. The term "exclusive use", as used in this section shall mean continuous use of property in the manner hereinabove stated to the exclusion or limitation of the general public for a period of thirty minutes or longer. Applications for rental agreements or permits for the exclusive use of public property of the City shall be made to Council, except as otherwise permitted by ordinance.
- (c) No exclusive use of City property shall be permitted, whether authorized by permit, license, rental agreement or otherwise and whether pursuant to the terms of this section or otherwise, unless such use is permitted subject to the following express conditions and obligations:
- (1) The user agrees to and shall indemnify, defend and hold harmless the City and its officers, boards, commissions, agents and employees against and from any and all claims, demands, actions, suits, liabilities and judgments of every kind and nature and regardless of the merits of the same, arising out of, occasioned by or related to the exercise or enjoyment of such exclusive

use, including reasonable attorneys' fees and court costs in the defense of any action.

- (2) The user shall, at all times during the term of the exclusive use, pay all premiums for, and file with the City, certificates of insurance and receipts evidencing the payment of premiums for public liability insurance in such amount as will at least protect the user and the City from all claims for damage to property or bodily injury, including death, which may arise from or in connection with the user's exclusive use of City property. Such insurance shall name the City as an additional insured, shall be in the amount of not less than one hundred thousand dollars (\$100,000) combined single limit for any injury to persons and/or damaged property, and shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty days prior written notice to the City.
- (d) No structure shall be erected upon City property pursuant to a rental agreement or permit, unless such structure is specifically authorized by a rental agreement or permit, is permitted by ordinance and has a design which meets preexisting standards for such particular structure approved by the Architectural Board of Review or which has been approved by such Board incident to an individual request. All structures shall be firmly secured to protect the public health, safety and welfare in a manner acceptable to the Director of Public Safety.

shall be and is hereby amended to read as follows:

901.18 ERECTING BUILDINGS OR STRUCTURES ON PUBLIC GROUND.

...

- (c) No exclusive use of City property shall be permitted, whether authorized by permit, license, rental agreement or otherwise and whether pursuant to the terms of this section or otherwise, unless such use is permitted subject to the following express conditions and obligations:

...

- (2) The user shall, at all times during the term of the exclusive use, pay all premiums for, and file with the City, certificates of insurance and receipts evidencing the payment of premiums for public liability insurance in such amount as will at least protect the user and the City from all claims for damage to property or bodily injury, including death, which may arise from or in connection with the user's exclusive use of City property. Such insurance shall name the City as an additional insured, shall be in the amount as approved by the Director of Law ~~of not less than one hundred thousand dollars (\$100,000) combined single limit for any injury to persons and/or damaged property,~~ and shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty days prior written notice to the City.

...

Section 4. Section 1160.14, Liability Insurance, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1160.14 LIABILITY INSURANCE.

There shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$1 Million per occurrence and \$1 Million in the aggregate. Certificates shall be made available to the City upon request.

shall be and is hereby amended to read as follows:

1160.14 LIABILITY INSURANCE.

There shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$1 Million per occurrence and \$1 Million in the aggregate approved by the Director of Law. Certificates shall be made available to the City upon request.

Section 5. Section 1306.44, License Application Form and Fee, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1306.44 LICENSE APPLICATION FORM AND FEE.

- (a) In General. An applicant for a housing or vacant property license shall:
- (1) Submit to the Building Commissioner or his or her designee (as used in this section, "Building Commissioner") an application on a form prescribed by the Building Commissioner; and
 - ...
 - (4) In the case of an application for a vacant property license, a copy of the declarations page for at least one policy of liability insurance covering the property; and the combination to a Knox Box system or such other rapid-entry system of comparable quality authorized by the Chief of Fire containing keys necessary to aid the Division of Fire in obtaining access to the structure when responding to calls for an emergency service; and

shall be and is hereby amended to read as follows:

1306.44 LICENSE APPLICATION FORM AND FEE.

- (a) In General. An applicant for a housing or vacant property license shall:
- (1) Submit to the Building Commissioner or his or her designee (as used in this section, "Building Commissioner") an application on a form prescribed by the Building Commissioner; and
 - ...
 - (4) In the case of an application for a vacant property license, a copy of the declarations page for at least one policy of liability insurance covering the property and acknowledging that the property is vacant; and the combina-

tion to a Knox Box system or such other rapid-entry system of comparable quality authorized by the Chief of Fire containing keys necessary to aid the Division of Fire in obtaining access to the structure when responding to calls for an emergency service; and

...

Section 6. Section 1306.72, Vacant and Abandoned Buildings, of the Lakewood Codified Ordinances, currently reading as follows:

1306.72 VACANT AND ABANDONED BUILDINGS.

...

- (d) Insurance. Sufficient property and liability insurance shall be maintained on the property in an amount at least equal to the fair market value of the property. The City shall provide a written notice of the requirements of this section and that the property is considered vacant or abandoned under this section, to the insurance carrier, if known, and to any lien holder of record. The City may require an owner or agent of a vacant or abandoned property which is in violation of this section to provide proof of insurance, and no owner or agent shall fail to provide such proof when so ordered.

...

shall be and is hereby amended to read as follows:

1306.72 VACANT AND ABANDONED BUILDINGS.

...

- (d) Insurance. Sufficient vacant property and liability insurance shall be maintained on the property in an amount at least equal to the fair market value of the property. The City shall provide a written notice of the requirements of this section and that the property is considered vacant or abandoned under this section, to the insurance carrier, if known, and to any lien holder of record. The City may require an owner or agent of a vacant or abandoned property which is in violation of this section to provide proof of insurance, and no owner or agent shall fail to provide such proof when so ordered.

...

Section 7. Section 1321.02, Registration by Building Commissioner, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1321.02 REGISTRATION BY BUILDING COMMISSIONER.

- (a) The Building Commissioner shall maintain a list of Registered Contractors by Trade. The Commissioner shall record the name of any contractor, being an individual or a business entity, on the List of Registered Contractors upon providing the Commissioner with the following:

...

- (2) Contractor's liability insurance, including but without limitation, for bodily injury in the amount of one hundred thousand dollars/three hundred thousand dollars (\$100,000/\$300,000), and for property damage in the amount of at least fifty thousand dollars (\$50,000) or such greater amounts as permitted by Ohio R.C. 4740.06(B)(4).

...

- (4) A fee of one hundred dollars (\$100.00) for the registration and, if applicable, a fee of one hundred dollars (\$100.00) for the testing provided for in paragraph (1) above.

...

shall be and is hereby amended to read as follows:

1321.02 REGISTRATION BY BUILDING COMMISSIONER.

- (a) The Building Commissioner shall maintain a list of Registered Contractors by Trade. The Commissioner shall record the name of any contractor, being an individual or a business entity, on the List of Registered Contractors upon providing the Commissioner with the following:

...

- (2) Contractor's liability insurance, including but without limitation, ~~for bodily injury in the amount of one hundred thousand dollars/three hundred thousand dollars (\$100,000/\$300,000), and for property damage coverage in the amounts of at least fifty thousand dollars (\$50,000) or such greater amounts as permitted by Ohio R.C. 4740.06(B)(4).~~ and in a form approved by the Director of Law listing all trades for which the contractor is insured and naming the City as an additional insured. The form shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without 30 days' prior written notice to the City.

...

- (4) ~~A fee of one hundred dollars (\$100.00) for the registration and, if applicable, a fee of one hundred dollars (\$100.00) for the testing provided for in paragraph (1) above.~~ Fees shall be established by the Building Commissioner upon 30 days' written notice to Council.

...

Section 8. Section 1321.03, Bond, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1321.03 BOND.

When evidence discloses that the registrant has refused, failed or neglected to correct or abate violations of any applicable code or ordinance in performance of any work done pursuant to a registration within a reasonable time after having been notified by the Building Commissioner, the Building Commissioner may require the registrant to furnish a performance bond in the sum of five thousand dollars (\$5,000) guaranteeing full and faithful compliance by the registrant with

all provisions of any applicable code or ordinance of the City and binding the surety thereon to correct or abate any violations of any applicable code or ordinance of the City whenever the applicant for registration named as the principal on such bond refuses, neglects or fails to correct or abate such violation within a reasonable time limit set by the Building Commissioner.

shall be and is hereby repealed.

Section 9. Section 1323.04, Insurance, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1323.04 INSURANCE.

Each applicant for a Certificate of Registration shall furnish evidence of insurance for bodily injury in the amount of one hundred thousand dollars/three hundred thousand dollars (\$100,000/\$300,000), and for property damages in the amount of at least fifty thousand dollars (\$50,000) if the applicant acts as a contractor for a continuous period of three months or more per calendar year.

shall be and is hereby amended to read as follows:

1323.04 INSURANCE.

Each applicant for a Certificate of Registration shall furnish evidence of contractor's liability insurance, including without limitation, bodily injury and property damage, in amounts and in a form approved by the Director of Law, and listing all trades for which the contractor is insured and naming the City as an additional insured. ~~insurance for bodily injury in the amount of one hundred thousand dollars/three hundred thousand dollars (\$100,000/\$300,000) The form shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without 30 days' prior written notice to the City, and for property damages in the amount of at least fifty thousand dollars (\$50,000) if the applicant acts as a contractor for a continuous period of three months or more per calendar year.~~

Section 10. Section 1323.05, Bond, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1323.05 BOND.

When evidence discloses that the registrant has refused, failed or neglected to correct or abate violations of any applicable code or ordinance in performance of work done pursuant to a Certificate of Registration within a reasonable time after having been notified by the Building Commissioner, the Building Commissioner may require the registrant to furnish a performance bond in the amount of ten thousand dollars (\$10,000) guaranteeing full and faithful compliance by the applicant with all provisions of any applicable code or ordinance of the City whenever the applicant for registration named as the principal on such bond refuses, neglects or fails to correct or abate such violation within a reasonable time set by the Building Commissioner.

shall be and is hereby repealed.

Section 11. Section 1335.03, Permit Fee, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

1335.03 PERMIT FEE.

At the time of filing an application, a permit fee shall be paid to the Building Department in the amount of fifteen dollars (\$15.00).

shall be and is hereby amended to read as follows:

1335.03 PERMIT FEE.

At the time of filing an application, a permit fee shall be paid to the Building Department in the amount of ~~fifteen dollars (\$15.00)~~; established by the Building Commissioner upon 30 days' written notice to Council.

Section 12. 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

Approved: _____

Mayor



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 P. JURIS, WARD 3
 MARY LOUISE MADIGAN, WARD 4

July 21, 2014

Lakewood City Council
 Lakewood, OH 44107

Re: Appreciation - Cleveland Orchestra

Dear Colleagues:

In May the City was honored with a week of powerful performances and engaging activities from the Cleveland Orchestra.

Adoption of the attached resolution expresses our heartfelt appreciation to each member of the orchestra, the staff who organized the events, and the board members who supported it. On behalf of every Lakewood citizen, thank you, and please know that you always have a home and a porch in Lakewood, Ohio.

Sincerely,

Mary Louise Madigan
 President of Council
 Ward 4

Ryan P. Nowlin
 Vice President of Council

David W. Anderson
 Council, Ward 1

Sam O'Leary
 Council, Ward 2

Shawn Juris
 Council, Ward 3

Thomas R. Bullock
 Council-at-large

Cindy Marx
 Council-at-Large

Michael P. Summers
 Mayor

RESOLUTION NO.

BY:

A RESOLUTION expressing sincere appreciation to the members of the Cleveland Orchestra for their generous spirit, which they have shared with the City of Lakewood throughout the "At Home in Lakewood" spring performances.

WHEREAS, the City of Lakewood has a well-earned reputation for welcoming and cultivating the spirit of art in every form and genre, and

WHEREAS, our city has invested emotion and resources into instilling in our young people a well-rounded education that includes the appreciation of music, and

WHEREAS, Lakewood shares a common border with the home town of the greatest symphony orchestra in the world--The Cleveland Orchestra- and

WHEREAS, this orchestra had cast a four-month spell on Lakewoodites, with breakout musical performances on front porches, in local restaurants, in a bowling alley, on a library lawn, in our Civic Auditorium in workshops and classrooms, and

WHEREAS, neighborhoods throughout our city were transformed with the sound of musicians' violas and violins, flutes and coronets, bassoons, clarinets and all other instruments directed by Director Franz Welser-Möst, and

WHEREAS, a new generation of Lakewood students are forever changed and smitten by the beauty and magic of classical compositions of Johan Strauss, Jr. and other composers who lift us up from our mundane world, transforming us into the ethereal realm of classical music; now, therefore:

BE IT RESOLVED BY THE CITY OF LAKEWOOD, STATE OF OHIO:

Section 1. That this Council and Mayor express our sincere thanks to the members of this great orchestra for their generous spirit, which they have shared with our citizens of every age in our fair city.

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 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

Approved: _____

Mayor



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
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CINDY MARX

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

Re: Proposed Resolution In Support of the Movement To Amend the Constitution

July 16, 2014

Colleagues and Fellow Citizens,

I respectfully request your consideration of the attached proposed Resolution, which is drafted in the spirit of the proposed ordinance on this same topic that was submitted to Council through our Charter's citizen initiative process.

This proposed Resolution calls on our elected state and federal lawmakers to support an amendment to the Constitution of the United States that would limit the corrosive effects of unlimited and unrestricted corporate campaign contributions on our democratic process and institutions.

This issue is one of critical importance to the future viability of our country's proud tradition of democracy and civic debate, and is germane to the City of Lakewood's role as its citizens' closest and most direct tie to their government.

I greatly appreciate the efforts of the members of the citizen committee that brought the proposed ordinance forward for Council's consideration, as well as the valuable and thoughtful input of my Council colleagues during the committee process. Their tireless effort, dedication, and insight have shown that despite the negative impacts unlimited corporate campaign contributions have had on other levels of our government, the democratic and legislative processes are still alive and well in Lakewood.

Respectfully Submitted,

/s/ Sam O'Leary – Ward 2
Rules and Ordinances Committee, Chair | Public Works Committee, Member

RESOLUTION NO.

BY: Councilman O'Leary

A RESOLUTION calling on legislators at the state and federal level and other communities and jurisdictions to support an amendment to the United States Constitution that would abolish corporate personhood and abolish the doctrine of money as speech.

WHEREAS, government of, by, and for the people has long been a cherished American value, and We The People's inalienable right to self-govern is guaranteed in the U.S. Constitution and the Declaration of Independence; and

WHEREAS, free and fair elections are essential to democracy and effective self-governance; and

WHEREAS, persons are rightfully recognized as human beings whose essential needs include clean air, clean water, and safe and secure food; and

WHEREAS, corporations are entirely human-made legal entities created by express permission of We The People and our government; and

WHEREAS, corporations can exist in perpetuity, can exist simultaneously in many nations at once, need only profit for survival, and exist solely through the legal charter imposed by the government of We The People; and

WHEREAS, the great wealth of large corporations allows them to wield coercive force of law to overpower human beings and communities, thus denying We The People's exercise of our Constitutional rights; and

WHEREAS, corporations are not mentioned in the Constitution, and We The People have never granted constitutional rights to corporations, nor have we decreed that corporations have authority that exceeds the authority of We The People of the United States; and

WHEREAS, interpretation of the U.S. Constitution by appointed Supreme Court justices to include corporations in the term "persons" has long denied We The People's exercise of self-governance by endowing corporations with constitutional protections intended for We The People; and

WHEREAS, the judicial bestowal of civil and political rights upon corporations can usurp basic human and constitutional rights guaranteed to human persons, and also empowers corporations to sue municipal and state governments for adopting laws that violate "corporate rights" even when those laws serve to protect and defend the rights of human persons and communities; and

WHEREAS, corporations are not and have never been human beings, and therefore are rightfully subservient to human beings and governments as our legal creations; and

WHEREAS, the recent *Citizens United v. the Federal Election Commission* Supreme Court decision that rolled back the legal limits on spending in the electoral process creates an unequal playing field and allows unlimited spending by wealthy individuals, corporations and other entities to influence elections, candidate selection, policy decisions and sway votes, and compels elected officials to divert their attention from The People's business, or even vote against the interest of their human constituents, in order to ensure competitive campaign funds for their own re-election; and

WHEREAS, the judicial interpretation to construe spending money in political campaigns as speech is contrary of the notion of one person, one vote, and allows those with the most money to have an unfair advantage in a political system that should be about ensuring that all citizens have equal access to the political process and to influencing the outcome of elections; and

WHEREAS, money is property, not speech; and

WHEREAS, large corporations own most of America's mass media and use that media as a megaphone to express loudly their political agenda and to convince Americans that their primary role is that of consumers, rather than sovereign citizens with rights and responsibilities within our democracy; and

WHEREAS, tens of thousands of people and municipalities across the nation are joining with the Move to Amend campaign to call for an amendment to the U.S. Constitution to abolish corporate personhood and the doctrine of money as speech; and

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The City of Lakewood hereby calls on our legislators at the state and federal levels to join the tens of thousands of citizens, grassroots organizations and local governments across the country in the Move to Amend campaign to call for an amendment to the U.S. Constitution to (a) abolish corporate personhood and (b) abolish the doctrine of money as speech and thereby return our democracy, our elections, and our communities to America's human persons and thus claim our sovereign right to self-governance.

Section 2. The City of Lakewood calls on other communities and jurisdictions to join with us in this action by passing similar resolutions.

Section 3. The City of Lakewood supports education to increase public awareness of the threats to our democracy posed by corporate personhood, and encourages lively discussion to build understanding and consensus to take appropriate community and municipal actions to democratically respond to these threats.

Section 4. The Clerk of Council is hereby directed to forward a copy of this resolution to Ohio's U.S. Senators, the U.S. Representative for the Ninth Congressional District, and all members of the Ohio Senate and House of Representatives by their clerk.

Section 5. 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.

Adopted: _____

President of Council

Clerk of Council

Approved: _____

Mayor



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

www.one.lakewood.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 P. JURIS, WARD 3
MARY LOUISE MADIGAN, WARD 4

Re: Proposed Resolution for Hen-Keeping Pilot Program

July 16, 2014

Dear Colleagues,

We respectfully request your consideration of the attached proposed Resolution authorizing a pilot program for hen-keeping in Lakewood. As you may know, many communities have successfully permitted their residents to own a small number of hens for personal, non-commercial use, but doing so in Lakewood is currently prohibited by our Code.

Lakewood's citizens and leaders know that access to healthy, sustainable, and locally-sourced food is a major contributor to quality of life, and can be a decisive factor when people choose where to live. Over the past several years, the City of Lakewood has continued to nurture endeavors that bring healthy, fresh, and local foods to residents' tables by supporting community gardens, organizations like L.E.A.F. (the Lakewood Earth and Food Community), the Lakewood Farmers' Market, and other great groups and programs that advocate for and provide our citizens with better food choices. This proposed Resolution is an important step toward achieving the City's broader goals of increased access to affordable, healthy and sustainably-produced food.

Additionally, the proposed Resolution to authorize a pilot program would allow the City a maximum amount of flexibility in implementing this change, while also providing a framework of guidelines upon which we can build and improve over time as we acquire both experiential knowledge, as well as the input of residents, Lakewood's planning and land-use bodies, City personnel, and other stakeholders.

We look forward to discussing this matter further and working together to make sure that Lakewood's approach to this pilot program is thoughtful, thorough, and successful.

Respectfully Submitted,

/s/ Sam O'Leary – Ward 2

/s/ Cindy Marx – at Large

/s/ Thomas R. Bullock III – at Large

RESOLUTION NO.

BY: Bullock, Marx, O'Leary

A RESOLUTION establishing a pilot program to permit the keeping of hens in the City of Lakewood under certain conditions.

WHEREAS, it is necessary and desirable to establish a pilot program in order to study the keeping of hens in the City of Lakewood under certain conditions, with the expectation that appropriate regulations be at some point permanently codified; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government, and the power to enact laws that are for the health, safety, welfare; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Notwithstanding any ordinance or municipal regulation to the contrary, the City hereby establishes a pilot project for the keeping of female chickens ("hens," for the purposes of this legislation), under the following conditions:

A. Zoning Districts. Hens may be kept only in an R1 Residential Single-Family, R2 Residential Single- and Two-Family, or I Industrial District.

B. Application and Permit. Before the keeping of hens may occur, a permit shall have first been obtained by the Director of Public Safety. The permit application must include the following information: the name, phone number, home address and email address of the applicant; the size and location of the subject property; a proposal containing the number of hens the applicant seeks to keep on the property; a description of any coop or outdoor enclosure providing precise dimensions and the precise location of these enclosures in relation to property lines and adjacent properties, with specifications and drawings if available; a certificate showing that the applicant has taken a class in keeping backyard hens from a source approved by the Director of Public Safety; the permission of the property owner for the applicant to keep hens, if the applicant is not the owner; and the applicant's permission for any city official to enter the lot to determine whether the permit should be granted and the conditional use maintained.

C. Inspection. Within 60 days of the Director of Public Safety or his or her designee receiving the initial application, he or she shall cause the lot to be inspected. The person(s) inspecting the premises shall determine if the lot dimensions in the application are accurate; determine the feasibility of the applicant meeting the remaining criteria in this subsection; note whether any extraordinary circumstances exist, such as outstanding property citations or unsanitary property conditions, that would militate against the granting of the application; and within 30 days of the inspection determine whether the permit should be issued.

D. Personal Use; Limitations. Hens may be kept only for personal use by persons residing in the principal structure on the lot on which the hens are kept. No hens may be kept on a lot

containing more than three dwelling units. Residents of no more than one dwelling unit within a structure may keep hens on that lot. No more than eight hens shall be allowed on any lot.

E. Setbacks. Coops or cages housing hens shall be kept at least 25 feet from the door or window of any dwelling or occupied structure other than the keeper's dwelling; coops and cages shall not be located within five feet of a side yard lot line, or within 18 inches of a rear yard lot line; and coops and cages shall not be located in the front yard.

F. Enclosure. Hens shall be provided with a covered, predator-proof coop that is well-ventilated and designed to be easily accessed for cleaning. The coop shall allow at least two square feet per hen. Hens shall additionally have access to an outdoor enclosure or run that is adequately fenced to contain the birds on the property, to prevent them from running at large, and to prevent predators. Hens shall not be allowed out of these enclosures unless a responsible individual is directly monitoring them and able to immediately return the hens to the cage or coop if necessary. A chicken coop and run shall be deemed an accessory storage structure if they exceed 80 square feet combined.

G. Sanitation; Slaughtering. The coop and outdoor enclosure must be kept clean, dry and sanitary; free from debris and offensive odors; and devoid of rodents and vermin. It shall be so located that adequate drainage is obtained, normal drying occurs and standing water is not present. The coop and outdoor enclosure must be cleaned on a regular basis to prevent the accumulation of waste. All feed must be stored in a rodent-proof container. No hens shall be slaughtered except in accordance with Chapter 918 of the Revised Code.

H. Transferability. Permits issued under this subsection are not transferable.

I. Permit Revocation. The Director of Public Safety may revoke a permit at any time if the permit holder materially fails to adhere to the provisions of this pilot program.

Section 2. The pilot program established in this resolution shall cease at the time Council should adopt comprehensive regulations governing the keeping of hens within the City, or upon some further Council action contrary to the intent of this resolution.

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

Approved: _____

Mayor



12650 DETROIT AVENUE • 44107 • 216/521-7580 • fax 216/521-1379
Website: www.onelakewood.com

MICHAEL SUMMERS
MAYOR

July 21, 2014

Lakewood City Council
Lakewood, OH 44107

Re: 2014 Grand Marshal of the 4th of July Parade
James R. Anderson

Dear Members of Council:

This evening I invite members of Council to join me in recognizing Mr. James Anderson as the 2014 July 4th Parade Grand Marshal. Lakewood is proud to recognize Mr. Anderson and we would like to take this opportunity to thank him for all he has done for the community.

In addition, I want to recognize the following parade winners:

Best Color Guard: Lakewood Fire Department Honor Guard
Best Float: The Goodwin Family
Most Original Entry: Beck Center for the Arts
Best Bicycle: Cub Scout Pack 68
Most Spirit: H2O "Help to Others"

Following our presentation to Mr. Anderson, I invite representatives of the winning parade entrants to come forward to receive their plaques and to be recognized by the members of Lakewood City Council.

Sincerely,

Michael P. Summers

RESOLUTION NO.

BY:

A RESOLUTION to thank Mr. James Anderson for participating as the 2014 Grand Marshal in the City of Lakewood 4th of July Parade.

WHEREAS, Mr. Anderson is a life-long Lakewood resident and has served as an employee of the City of Lakewood for 63 years. Furthermore, he has been an engaged and committed member of the community for equally as long; and,

WHEREAS, Mayor Michael Summers and the 2014 City of Lakewood Parade Committee chose Mr. Anderson to be the Grand Marshal; and,

WHEREAS, Mr. Anderson is to be recognized for his support and involvement in the community of Lakewood. Now therefore;

BE IT RESOLVED BY THE CITY OF LAKEWOOD, STATE OF OHIO:

Section 1. That this council and Mayor, hereby extend to Mr. Anderson their appreciation as well as the appreciation of all the citizens of this city for his exceptional community service and dedication to the Lakewood community.

Section 2. That the Clerk of Council be and she is hereby authorized and directed to forward this Resolution to Mr. Anderson and that a copy of the Resolution be spread upon the minutes of the meeting.

Section 3. 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.

Adopted: _____
PRESIDENT

CLERK

Approved: _____
MAYOR



12650 Detroit Avenue • 44107
Timothy J. Malley Chief of Police

Division of Police
216-529-6750
FAX 216-521-7727
www.onelakewood.com

July 21, 2014

Lakewood City Council
12650 Detroit Ave.
Lakewood Ohio 44107

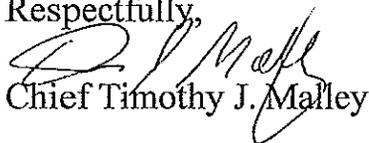
Dear Members of Council,

The Lakewood Police Department is requesting approval to enter into a Memorandum of Understanding with the Northern Ohio Law Enforcement Task Force. This task force is comprised of many local, county, state, and federal law enforcement agencies and its mission is to identify, target, investigate, prosecute, and ultimately dismantle those persons and drug trafficking organizations (DTOs) impacting the quality of life in Northeastern Ohio.

Recognizing the impact drugs have on our community, from quality of life to crimes committed, it is important that we support and participate in this effort.

I ask for your favorable consideration of this resolution.

Respectfully,


Chief Timothy J. Malley

RESOLUTION NO.

BY:

A RESOLUTION to take effect immediately provided it receives the vote of at least five members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the Mayor or his designee to enter into an agreement with other law enforcement agencies as a member of the Northern Ohio Law Enforcement Task Force.

WHEREAS, it is necessary and desirable for the City to enter into a memorandum of understanding as a member of the Northern Ohio Law Enforcement Task Force; and

WHEREAS, all contracts not specifically excepted by ordinance must be approved by Council pursuant to Section 111.02 of the Codified Ordinances; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government, and the power to enact laws that are for the health, safety, welfare; 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 City wishes to fulfill its obligations with respect to the task force immediately; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor or his designee is hereby authorized to enter into an agreement with other law enforcement agencies as a member of the Northern Ohio Law Enforcement Task Force, such agreement being substantially in the same form as that attached as Exhibit A.

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 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

Clerk

Approved: _____

Mayor



MEMORANDUM OF UNDERSTANDING

Whereas, the following law enforcement agencies; the Police Divisions of the cities of Cleveland, Cleveland Heights, Euclid, Shaker Heights, Lakewood, Westlake; the Police Departments of the Greater Cleveland Regional Transit Authority and the Cuyahoga Metropolitan Housing Authority; the Sheriff's Office of Cuyahoga County; the Prosecutor of Cuyahoga County; the United States Coast Guard Investigative Service; the Drug Enforcement Administration; the Federal Bureau of Investigation; Homeland Security Investigations; the Internal Revenue Service; and the United States Attorney's Office (Northern District of Ohio); comprise the members of the Northern Ohio Law Enforcement Task Force (NOLETF).

Whereas, the participating members of the Northern Ohio Law Enforcement Task Force (NOLETF) recognize that based on limited resources and the deleterious effect of drug trafficking and its associated violence, that effective law enforcement requires a multi-agency approach.

Whereas, it is the mission of the NOLETF to identify, target, investigate, prosecute, and ultimately dismantle those persons and drug trafficking organizations (DTOs) impacting the quality of life in Northeastern Ohio, and that the NOLETF will use the most advanced and sophisticated means available to enforce the drug laws of the United States and the State of Ohio in order to fulfill said mission.

Whereas, the member agencies recognize that one of the most efficient tools available to cripple DTOs are the civil forfeiture statutes, and that the proceeds of said forfeitures will be shared among the local and state members according to a formula agreed upon by the heads of the member agencies.

EXHIBIT A

Whereas, the heads of member agencies recognize that long term investigations and warrants obtained under Title III (USC) may from time to time require additional personnel resources, and that member agencies may from time to time be asked to provide additional personnel, and that such additional personnel may accrue overtime, that said overtime may be reimbursed from various sources on case-by-case basis and/or a share or partial share of the aforementioned forfeitures.

Whereas, the heads of member agencies recognize that the operational leadership of the NOLETF shall be provided by the Cleveland Division of Police and the Federal Bureau of Investigation in the form of one police detective lieutenant and one supervisory special agent respectively, and those officers shall be guided in the operation of the NOLETF by a manual approved by the agency heads (HOA).

Chief, Cleveland Division of Police Date: _____

Chief, Cleveland Heights Division of Police Date: _____

Chief, Euclid Division of Police Date: _____

Chief, Shaker Heights Division of Police Date: _____

Chief, Strongsville Division of Police Date: _____

Chief, Westlake Police Department Date: _____

Chief, Greater Cleveland Regional Transit Authority Police Date: _____

_____ Date: _____
Chief, Cuyahoga Metropolitan Housing Authority Police

_____ Date: _____
Sheriff, County of Cuyahoga

_____ Date: _____
Prosecuting Attorney, County of Cuyahoga

_____ Date: _____
Special Agent –in-Charge, Bureau of Immigration and Customs Enforcement

_____ Date: _____
Special Agent-in-Charge, United States Coast Guard Investigative Service

_____ Date: _____
Special Agent-in-Charge, Drug Enforcement Administration

_____ Date: _____
Special Agent-in-Charge, Federal Bureau of Investigation

_____ Date: _____
Special Agent-in-Charge, Internal Revenue Service

_____ Date: _____
United States Attorney, Northern District of Ohio

(7-14-14)



Jennifer R. Pae
Director of Finance

12650 DETROIT AVENUE • 44107 • 216/529-6092 • FAX 216/529-6806

July 21, 2014

Lakewood City Council
Lakewood, OH 44107

Re: 2014 3rd Quarter Transfers

Dear Members of Council:

The 2014 3rd Quarter Transfer Ordinance reflects 25 percent of the total anticipated transfers between funds that were included within the 2014 appropriations.

Please place on first reading and refer to the Finance Committee for further discussion.

Sincerely,

Jennifer R. Pae
Director of Finance



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, law authorizing the transfer and advance of certain funds.

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 peace, property, health and safety, and to provide for the usual daily operation of municipal departments to provide for the usual daily operation of the City in that the City must record all financial transactions within the appropriate fiscal period; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Director of Finance be and is hereby authorized to make the following transfers and advances:

		2014 3rd Quarter	
<u>Fund</u>	<u>Transfers Out</u>	<u>Transfers In</u>	
101	General Fund	\$ 204,954	
Special Revenue Funds			
250	Office on Aging IIIB		\$ 170,000
Internal Service Funds			
600	Hospitalization		\$ 32,020
601	Workers' Compensation		\$ 2,934
Debt Service Payment s			
220	Police Pension	\$ 54,573	
221	Fire Pension	\$ 58,649	
101	General Fund (HB 300 Lease)	\$ 52,500	
211	SCMR (HB 300 Lease)	\$ 6,250	
260	Lakewood Hosptl (HB 300 Lease)	\$ 300	
501	Water (HB 300 Lease)	\$ 3,813	
510	WWC (HB 300 Lease)	\$ 800	
511	WWTP (HB 300 Lease)	\$ 18,750	
520	Parking (HB 300 Lease)	\$ 1,125	
530	Winterhurst (HB 300 Lease)	\$ 20,000	
301	Debt Service Fund	\$ -	\$ 216,760
512	WWTP Improvements	\$ 400,000	
301	Debt Service Fund		\$ 400,000

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, 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.

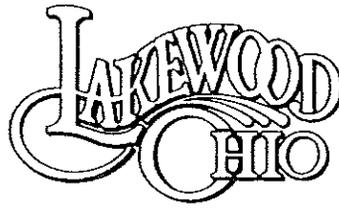
Adopted: _____

President of Council

Clerk of Council

Approved: _____

Mayor



12650 DETROIT AVENUE • 44107 • 216/529-6613 • FAX 216/529-5669
Website: www.onelakewood.com

Jean M. Yousefi, SPHR
Director of Human Resources

July 21, 2014

Mary Louise Madigan, President
Lakewood City Council
12650 Detroit Avenue
Lakewood, OH 44107

Re: Purchase Request

Dear Council President Madigan:

In the month of June the City of Lakewood kicked off its wellness program called Be Well, Lakewood. The focus of the program is 4 parts: smoking cessation, proper nutrition, physical activity and stress management. In the month of July the focus has been Nutrition with educational sessions and an event being held.

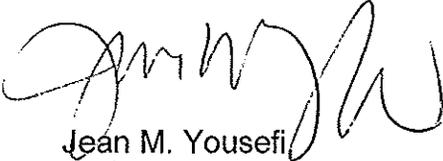
The theme for August will be Physical Activity. The Wellness Committee made a recommendation to Administration to purchase FitBits (electronic activity and health tracking device) and sell them to employees at a reduced cost. This request was approved on Thursday, July 3, 2014. In order to get a discounted price from the manufacturer the City would be required to purchase 100 units at the reduced rate of \$85/each, regularly each unit starts at \$100. When shipping is added the total order will be \$8550. We plan to sell them to employees at \$40 each. This will result in a total expenditure of \$4000. The monies are available in the Hospitalization fund.

I am asking for Council permission to allow this purchase outside of the normal bidding process in order to capitalize on the quoted discount. My own research has shown that the price of this device is less than or equal to other manufacturer's devices, many of which have less functionality and or lower consumer rates.

Due to the three – four week shipping estimate and the upcoming Council break, I am respectfully asking that Council suspend the rules and approve this request on first reading in order to ensure the devices may be made available to employees during the month of August.

Please feel free to contact me with any questions or concerns you may have regarding this reorganization.

Sincerely,



Jean M. Yousefi
Director of Human Resources

Cc: City Council
Law Director
Mayor

RESOLUTION NO.

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 the Director of Public Works to purchase Fitbit devices without the necessity of bidding in accordance with Lakewood Codified Ordinance §111.04(a)(10) in accordance with the City of Lakewood standard purchase order terms and conditions.

WHEREAS, the City of Lakewood has kicked off Be Well, Lakewood, an employee wellness program; and

WHEREAS, a recommendation was made from the wellness committee to offer employees electronic health monitoring devices at a reduced cost; and

WHEREAS, competitive pricing has been obtained directly from Fitbit, Inc. with the purchase of a quantity of 100 devices; and

WHEREAS, it is in the best interest of the City to purchase these devices without bidding in order to make them available to employees as soon as possible and not incur the expense of the bidding process; 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 in order to take advantage of this competitive pricing before the quote expires; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Council hereby determines that it is impractical to award the purchase of electronic health monitoring devices under competitive bidding procedures, and that it is more cost-effective and in the best interests of the City to award the contract without competitive bidding, and thus authorizes the Purchasing Manager to award a contract to Fitbit, Inc. for the purchase of Fitbit devices.

Section 2. Council specifically approves the quote provided by Fitbit, Inc. attached as Exhibit A, together with the City of Lakewood's standard purchase order, as the contract for this matter.

Section 3. 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 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.

Section 4. 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



DEPARTMENT OF PLANNING & DEVELOPMENT
DRU SILEY, DIRECTOR

12650 Detroit Avenue • 44107 • (216) 529-6630 • FAX (216) 529-5907
www.onelakewood.com/development

July 15th, 2014

Lakewood City Council

RE: Economic Development Fund (EDF) Loan – Omni Lakewood, LTD

Dear Members of Council,

Omni Lakewood owners of 13001 Athens Avenue (former Lake Screw Building) recently applied for an EDF loan of \$100,000 to assist in making safety improvements to the facility. These enhancements will help bring the property into compliance with current fire and building code requirements.

Omni purchased the Screw Factory in 2006 and since that time has been successful in leasing space in the building to a diverse tenant mix. The building is home to 102 companies and 375 total employees ranging from manufacturing to local artists' studios.

The proposed life safety improvements totaling \$350,000 would help provide the safest possible conditions for their current tenants while allowing opportunity for growth by attracting a wide range of new business to the building.

Attached is a project summary that more fully describes the scope of the investment and the City's role as a funder of this important project.

Please refer to the appropriate committee for further discussion.

Sincerely,

Dru Siley

RESOLUTION NO.

BY:

A RESOLUTION authorizing the Mayor or his designee to enter into an agreement with Omni Lakewood, Ltd. or its designee for participation in the Lakewood Business Investment Program (BIP) of the Economic Development Fund (EDF) for a five-year loan in an amount of \$100,000.00.

WHEREAS, as an authorized use of the City of Lakewood's entitlement allocation of federal Community Development Block Grant dollars, the EDF was established and approved by Lakewood City Council on December 2, 1996 in order to promote business investment and redevelopment in Lakewood for the purpose of supporting Lakewood's competitiveness and attractiveness as a location for new businesses and the expansion of existing businesses; and

WHEREAS, the BIP was established and approved by Lakewood City Council on June 2, 1997 as a means for implementing the EDF in order to provide needed and appropriate assistance and support to companies investing in Lakewood that would foster redevelopment efforts to increase jobs, generate new tax revenue and provide for physical improvements in Lakewood; and

WHEREAS, Omni Lakewood, Ltd. has applied for one loan under the BIP in order to complete a financial package to support the improvement of property located at 13001 Athens Avenue, Lakewood, Ohio 44107 (Permanent Parcel 315-21-002); and

WHEREAS, Omni Lakewood, Ltd. has established a successful business; and

WHEREAS, this application by Omni Lakewood, Ltd. meets and exceeds the General Assistance Guidelines of the BIP; and

WHEREAS, the Economic Development Committee convened on July 15, 2014 and, reviewed, and unanimously approved recommendation of the BIP application by Omni Lakewood, Ltd.; and

WHEREAS, an Agreement pursuant to Section II – Basic Criteria of the BIP General Assistance Guidelines will be executed by Omni Lakewood, Ltd., agrees to create or cause to be created at least four full-time-equivalent jobs; and

WHEREAS, in order to enter into loan agreements under the BIP with Omni Lakewood, Ltd., Lakewood City Council must grant authority for the City to enter into such agreements; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor or his designee is hereby authorized and directed to enter into an agreement, in substantially the same form as that attached as Exhibit A, with Omni Lakewood, Ltd. or its designee for participation in the Lakewood Business Investment Program (BIP) of the Economic Development Fund (EDF) for a five-year loan in an amount of \$100,000.00 toward the redevelopment of the property located at 13001 Athens Avenue, Lakewood, Ohio 44107 (Permanent Parcel 315-21-002) in compliance with and under the terms of the BIP of the EDF; said agreement to contain such terms and conditions as deemed necessary by the Director of Law to protect the public interest.

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 any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements.

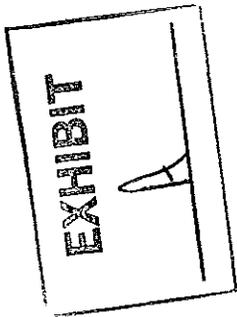
Adopted: _____

President

Clerk of Council

Approved: _____

Mayor



12650 Detroit Avenue • Lakewood, Ohio 44107 • (216) 529-6630 • (216) 529-5936 FAX

ECONOMIC DEVELOPMENT FUND PROGRAM
LOAN AGREEMENT

Between
The City of Lakewood
And
Omni Lakewood, Ltd.

THIS LOAN AGREEMENT (the "Agreement") is entered into as of _____, 2014, by and between the CITY OF LAKEWOOD (the "City" or "Lender"), an Ohio municipal corporation, and Omni Lakewood, Ltd. an Ohio Limited Liability Company located at 13001 Athens Avenue, Lakewood, OH 44107 duly organized and validly existing under the laws of the State of Ohio, by and through its duly authorized representative.

WITNESSETH:

- A. WHEREAS, the Borrower has applied for an Economic Development Fund ("EDF") LOAN (the "Loan") to assist with the purchase of life safety infrastructure and equipment at 13001 Athens Avenue, PPN 315-21-002 (the "Project Site");
- B. WHEREAS, the City has determined that the project to be funded by the Loan meets the objectives and requirements of the Lakewood Economic Development Fund and the Federal Community Development Block Grant Program;
- C. WHEREAS, the City has determined that the Loan project as defined in Section 1.01 of this Agreement, is in the public interest and that the Borrower's performance of the Loan development activities will accomplish some or all of the following: alleviate physical and economic deterioration, eliminate and/or prevent the recurrence of slum and blight, stimulate economic revitalization, improve the declining tax base and create and/or retain jobs and employment in the community;
- D. WHEREAS, the City desires to make the Loan to Borrower so that Borrower can carry out its plans, subject to the terms and conditions of this Agreement as set forth below;

E. WHEREAS, City Council adopted Resolution _____ on _____ approving the loan as described below attached hereto as Exhibit A-1.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated below and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the City and the Borrower agree as follows:

ARTICLE I - PROJECT

Section 1.01 Loan Project

Borrower shall undertake, or cause to be undertaken, the activities described in the Borrower's loan application (collectively referred to as the "Project"), as more fully described in Exhibit A to this Agreement.

The Project shall consist of the purchase of life safety infrastructure and equipment including, but not limited to improving egress components, fire alarm systems, fire suppression systems and emergency lighting and way finding located at 13001 Athens Avenue. The total cost of the Project shall be approximately \$350,000

Section 1.02 Sources and Uses of Funds for the Project

The total cost of the project is \$350,000 and shall be financed from the following sources:

- (1) The Loan from City to Borrower which shall be in the amount of One-Hundred Thousand Dollars (\$100,000) in accordance with Article II and the other provisions of this Loan Agreement (the "Funds" or "Loan Funds").
- (2) Borrower equity in the amount of \$250,000

The Loan shall be contingent upon the Borrower's procuring either a contract from a reputable lender and/or showing documented evidence of the equity necessary to complete the purchase of the equipment. Borrower shall not employ financing sources other than those identified above unless Borrower receives the prior written approval of the City.

Use of City Loan Funds

The Loan from the City to the Borrower ("Loan Funds") shall be in the amount of One-Hundred Thousand (\$100,000.00) in accordance with Article II and the other provisions of this Loan Agreement. Such Loan Funds shall be used for:

- Life safety infrastructure improvements located at 13001 Athens Avenue \$100,000

Section 1.03 Timetable for Project Activities

Borrower shall perform the Project in accordance with the following schedule:

Activity	Commencement Date	Completion Date
Purchase and installation of life safety infrastructure and equipment located at 13001 Athens Avenue	September 15, 2014	September 15, 2016

Section 1.04 Guarantee of Completion

Borrower unconditionally and irrevocably guarantees timely completion of the Project in accordance with Section 1.03 of this Loan Agreement. To accomplish complete and timely execution of the Project, Borrower shall make payment for any cost overruns. This guarantee shall not hinder the City in any way from requiring other individuals or entities not party to this Agreement, including but not limited to tenants, contractors and subcontractors, to make similar guarantees in connection with the Project.

Upon the City's request, the Borrower shall provide the City a completion guaranty with respect to said obligation in the form of a performance bond, letter of credit or, if the City shall so require, a completion guaranty personally executed by the Borrower.

Successful completion of the Project is defined as substantially completing all work listed in Article I of this Loan Agreement, reasonably within the time lines listed in Section 1.03 of this Loan Agreement, and with a total cost of at least the amount listed as Total Project Costs in Section 1.01 of this Loan Agreement.

If completion of the Project is delayed at any time by an act or neglect of the City or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Borrower's control, the time for completion of the Project shall be extended by mutual agreement in writing between the Borrower and the City.

Section 1.05 Job Creation, Hiring, Documentation and Reporting Requirements

Total and Low- and Moderate-Income Job Creation & Hiring Requirements

Borrower agrees to create no fewer than four (4) new, permanent, full-time equivalent (FTE) jobs within a period not exceeding twenty-four (24) months after execution of this Agreement. Moreover, Borrower pledges and will document as follows at least 51 percent (51%) of the jobs created will be suitable for, made available to, and held by low- and moderate-income (LMI) persons earning less than 80% of the Area Median Income (AMI) established annually by the U.S. Department of Housing and Urban Development (HUD). The standard for job creation shall be that set by HUD at 24 Code of Federal Regulations (CFR), Part 570.208-209, and failure to create these job opportunities within the above specified time period shall constitute loan default.

Pre-Close Documentation Requirements

Prior to loan closing, Borrower shall complete and submit:

- (1) "Baseline Employment Summary," included as Exhibit D, indicating its number of low- and moderate-income full-time equivalent payroll positions and employees prior to executing this Agreement to establish a "benchmark" from which to measure and verify new, permanent positions created and employees hired as a result of the funded project. A copy of Borrower's

Certified Payroll for the period immediately prior to executing this Agreement must accompany the Baseline Employment Summary, "Job Creation & Hiring Plan," included as Exhibit E, describing the number of FTE positions to be created by company-assigned title and HUD-defined job category, the number of jobs to be filled by LMI persons, and whether or not health care benefits will be provided with each position.

(2)

Documentation of LMI Status and Other Characteristics

Borrower agrees to document the annual household income, prior to being hired, and other characteristics (race/ethnicity, disability, elderly, female head of household status) of both applicants considered for and persons employed to fill positions created as a result of the funded project utilizing the "Income Self-Certification & Data Form," attached as Exhibit F.

The City of Lakewood reserves the right to request more extensive annual household income documentation from the Borrower regarding persons hired to fill LMI payroll positions including the "Adjusted Gross Income Computation Form," attached as Exhibit G, accompanied by copies of completed, signed tax returns from all members of the employee's household eighteen (18) years of age and older.

All job-related documentation identified herein must be retained for at least three (3) years following the date Borrower is notified in writing by the City its job creation and hiring requirements have been satisfied or, in the event of non-compliance, until the loan has been repaid in full.

Reporting Requirements

Borrower agrees to convey actual job creation and employment activity to the City utilizing the "Job Creation & Hiring Report," included as Exhibit H, which must be completed and submitted semi-annually according to the following schedule during the entire five (5) year term of this Agreement:

- (1) Before July 31, describing activities conducted between January 1 and June 30 of the current year, and;
- (2) Before January 31, describing activities conducted between July 1 and December 31 of the previous year.

A copy of the Borrower's Certified Payroll dated the final day of the reporting period (June 30 or December 31, as appropriate) and all "Income Self-Certification & Data Forms" completed during the reporting period must accompany each semi-annual "Job Creation & Hiring Report."

ARTICLE II - THE LOAN

Section 2.01 The Loan, Rate and Note

Subject to the terms and conditions of this Agreement, together with the Secured Promissory Note and Security Agreement of even date and attached as Exhibits B and C, the City agrees to lend to the Borrower the sum of One-Hundred Thousand Dollars (\$100,000.00) subject to the conditions set forth in Section 2.02 Terms of Repayment and Section 2.03 Disbursement of Funds.

Upon receipt of the above information required in Section 2.03(A)(i)(ii), and any other requirement set forth by this Agreement, the City shall disburse Loan Funds to the Borrower for eligible costs, as listed in Section 1.02.

C. Disbursement Checks:

The Loan disbursement check shall be mailed to the following address until otherwise specified by the Borrower:

Mr. Ralph Lukich
Facility Manager
13001 Athens Avenue
Lakewood, Ohio 44107

ARTICLE III - REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to the City as of the Execution Date and throughout the term of this Agreement each of the requirements set forth in Section 3.01 to Section 3.11.

Section 3.01 Organization

Borrower is an Ohio Limited Liability Company, duly organized, validly existing, and in good standing under the laws of Ohio and has power to carry on its business as it is presently being conducted, to enter into and observe the provisions of the Loan Documents and to borrow hereunder.

Section 3.02 Authorization

Borrower's act of entering into and performing under this Agreement, including the execution and delivery of the Loan Documents, has been duly authorized by all necessary company action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Borrower or any provision of Borrower's articles of incorporation or bylaws or result in a breach of, or constitute a default under, any indenture, bank loan, credit agreement, or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

Section 3.03 Enforceability

When this Agreement is executed by both Borrower and the City, certified by the City's Director of Finance and approved by the City's Director of Law, and when the Loan Documents are executed and delivered by Borrower for value, each such instrument shall constitute the legal, valid, and binding obligation of the parties thereto in accordance with its terms.

Section 3.04 Litigation

There are no legal actions, suits, or proceedings pending, or, to the knowledge of Borrower, threatened against Borrower before any court or arbitrator, or administrative agency, which, if determined adversely to

The Borrower's obligation to repay the Loan shall be evidenced by and repayable in accordance with the terms of this Agreement and the Secured Promissory Note and Security Agreement of even date and attached as Exhibits B and C.

Section 2.02 Terms of Repayment

The principal sum of the Economic Development Fund Loan (Secured Promissory Note) shall be payable on demand upon default. In accordance with the provisions of this Agreement and the Secured Promissory Note of even date, the City shall forgive Twenty Thousand Dollars (\$20,000) of the original principal sum of One-Hundred Thousand Dollars (\$100,000.00) of the Loan (Secured Promissory Note) each consecutive year commencing on September 15, 2014 and continuing until the first to occur of: (a) the balance of the Economic Development Fund Loan (Secured Promissory Note) is \$0.00 or (b) the Borrower fails to comply with its obligations under this Economic Development Fund Program Loan Agreement and the Secured Promissory Note of even date in accordance with the terms and conditions set forth in this Agreement and in the Secured Promissory Note and Security Agreement of even date and attached as Exhibits B and C.

A. Loan Payments

Borrower agrees to make all payments, if necessary, promptly and payable to the City of Lakewood at the following address, or at such other address as the City may designate in writing:

City of Lakewood
Department of Planning & Development
12650 Detroit Avenue
Lakewood, Ohio 44107
Attention: Assistant Director

All payments shall be applied first to interest or other fees and then to principal.

Section 2.03 Disbursement of Loan Funds

A. Requirements for Disbursement:

- (i) The loan funds shall not be disbursed until Borrower has submitted to the City, and had accepted by the City, any certificates, documents and instruments required by this Loan Agreement or the Loan Documents in forms satisfactory to the City and its attorneys; and
- (ii) The loan funds shall not be disbursed until Borrower has submitted to City, and had accepted by the City, evidence of payment or an invoice for professional services in connection with the Project.

B. City to Disburse Funds to Borrower:

Borrower, would have an adverse effect on the financial condition or business of Borrower which have not been disclosed to the City.

Section 3.05 Governmental Consents

No authorization, consent, or approval, or any formal exception of any governmental body, regulatory authorities (federal, state, or local) or mortgagor, creditor, or third party is or was necessary to the valid execution and delivery by Borrower of the Loan Documents.

Section 3.06 Absence of Default

Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

Section 3.07 Tax Returns and Payments

Borrower has filed all required tax returns and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any federal, state, or local taxing agency. The Internal Revenue Service, or any other federal, state, or local taxing agency, has not asserted any tax liability against Borrower for taxes materially in excess of those already provided for, and Borrower knows of no basis for any such deficiency assessment.

Section 3.08 No Adverse Change

Since the date of application for the Loan, there has been no material and adverse change in the financial condition, organization, operation, business prospects, fixed assets, or personnel of Borrower.

Section 3.09 Material Fact

No representation or warranty contained or made in this Agreement, and no certificate, schedule, or other document furnished or to be furnished in connection with this Agreement contains or will contain a misstatement of material fact or omits or will omit to state a material fact required to be stated herein or therein.

Section 3.10 Prohibition of Conflict of Interest

No individual who is an employee, officer, agent, consultant of the City, an elected public official, member of the City Council or appointed City public official, who exercises or has exercised any functions or responsibilities with respect to any activities that are connected with this Project or who is in a position to participate in a decision-making process or to gain inside information with regard to the Project, may obtain a personal or financial interest or benefit from the Project.

Nothing in this section shall prevent an individual connected with the Project from acting on a board which acts only in an advisory capacity, if that individual's connection to the Project is made known to the

advisory body so that the advisory body may take action to address any conflict, including committee assignment, voting privileges, or attendance at meetings involving issues which may affect the Project.

Also, the aforementioned individuals shall not have an interest in any contract, subcontract, or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. The above restrictions shall apply to all activities comprising the Project, and shall cover any such interest or benefit during or at any time after, such person's tenure and for one year thereafter.

Section 3.11 Full Understanding and Voluntary Acceptance

Borrower represents that Borrower has had reasonable opportunity in the negotiation of this Agreement. Therefore, in any construction of this Agreement, the Agreement shall not be construed against any party on the basis that the party was the drafter.

In entering this Agreement, Borrower represents that it relied upon the advice of its attorneys who are attorneys of their own choice and that the terms of this Agreement and attached Exhibits and documents have been completely read and explained to Borrower by Borrower's attorneys, and that the terms are fully understood and voluntarily accepted by Borrower. Borrower represents that the City afforded Borrower the opportunity to completely read and ask questions of the City concerning the terms of this Agreement and attached Exhibits and documents and that Borrower fully understands and voluntarily accepts those terms.

ARTICLE IV - CONDITIONS OF LENDING

The obligation of the City to make the Loan shall be subject to the fulfillment to the City's satisfaction on the Execution Date of each of the following requirements set forth in Section 4.01 through Section 4.06.

Section 4.01 Execution and Delivery of Loan Documents

Borrower shall execute and deliver to the City the Loan Documents each in a form and substance satisfactory to the City and its attorneys.

Section 4.02 Execution and Delivery of Secured Promissory Note and Security Agreement

Borrower's obligation to make payments of principal and interest on the Loan and any other sums payable under the Loan Agreement shall be stated in the Secured Promissory Note of even date and attached as Exhibit B and secured with the Security Agreement of even date and attached as Exhibit C.

Section 4.03 Governmental Approval

Borrower shall secure all approvals, permits, and consents of governmental bodies having jurisdiction with respect to any Project activities.

Section 4.04 Approval of Others

Borrower shall secure all necessary approvals and consents required with respect to this transaction by any mortgagor, creditor, or other party having any financial interest in Borrower or Borrower's property.

Section 4.05 No Event of Default and Representations and Warranties

There shall exist as of the Closing Date no event or condition, which constitutes an Event of Default as hereinafter defined in Article VII, or which, after notice or lapse of time or both, would constitute such an Event of Default and no such event shall occur as a result of such borrowing.

Section 4.06 Guaranties/Security

Borrower shall provide the following duly executed guaranty and/or security document(s) as required by the City:

(1) Corporate Guaranty: The Borrower shall provide the City a corporate guaranty with respect to the Secured Promissory Note which shall guarantee the punctual and full payment of the principal and interest on the Loan as well as all other amounts payable by Borrower pursuant to this Loan Agreement, and the prompt observance and performance by the Borrower of all of the covenants, agreements, and other provisions in this Loan Agreement.

(2) A Secured Party Interest on Purchased Equipment: Borrower shall enter into a Secured Party Interest Agreement with the City of Lakewood for purchased life safety infrastructure and equipment to be located at 13301 Athens Avenue, Lakewood, Ohio 44107.

ARTICLE V - AFFIRMATIVE COVENANTS

Borrower shall comply with the following covenants set forth in this article from the Execution Date until the Loan has been fully repaid to the City, including any interest obligation, unless the City otherwise consents in writing.

Section 5.01 Re-Payment of Loan

Borrower shall pay by the due dates established in the Secured Promissory Note of even date and attached as Exhibit B the principal and interest on the Note and any other amounts that become due and payable to the City pursuant to this Agreement or pursuant to the Loan Documents.

Section 5.02 Payment of Other Indebtedness

Borrower shall pay punctually the principal and interest and any other amounts due on any other indebtedness now or hereafter owing by Borrower to the City or any other lender.

Section 5.03 Maintain and Insure Property

Borrower shall maintain during the term of this Agreement the real and personal property provided as security for the Loan, in such condition, maintenance, and repair that the City's security will be adequately

protected and that the business carried on in connection therewith may be properly and advantageously carried out at all times.

During the term of this Agreement, Borrower shall maintain insurance policies and submit copies of same to City, providing general liability coverage, property coverage (fire and extended coverage hazard or special form insurance policy), builders risk coverage (if applicable), workers' compensation insurance, and such other insurance reasonably required by the City and its attorneys in amount sufficient to avoid any significant out-of-pocket payment by Borrower in the event of a reasonably insurable loss (except a reasonable deductible). The aforementioned insurance shall be issued by companies reasonably satisfactory to the City with language specifically indicating that the City is an "additional insured" and/or "loss payee," as appropriate to the type of coverage, and that any insurance proceeds will be paid to the City.

Section 5.04 Payment of Taxes

Borrower shall duly pay and discharge all applicable taxes, assessments, and governmental charges levied upon it or against its properties prior to the date on which penalties would attach thereto, except that Borrower shall not be required to pay any such tax, assessment or governmental charge which is being contested by Borrower in good faith and by appropriate and timely proceedings, provided that Borrower provides prior written notice to the City of the contest and proceedings.

Section 5.05 Maintain Existence

Borrower agrees to maintain its existence within the City of Lakewood, Ohio in full force and effect and to carry on its business at 13001 Athens Avenue, Lakewood, OH 44107 in a manner intended to be profitable for the term of Loan (Five [5] years). Borrower may merge, consolidate, or otherwise reorganize only upon written permission from the City, which permission shall not be unreasonably withheld.

Section 5.06 Information

During the term of this Agreement, Borrower shall:

(1) Keep and maintain records, books of account and other documents relating directly to all matters covered by this Agreement, including its receipt and disbursement of

Loan funds, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted accounting principles consistently applied.

(2) Borrower shall comply with all reporting requirements of the United States Department of Housing and Urban Development (HUD) and the City of Lakewood.

Section 5.07 Disclosure of Documents

All of the records, information, data, reports, etc., prepared or assembled by the Borrower under this Agreement are confidential and the Borrower does covenant and agree that those items shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior written approval of the City.

ARTICLE VI -- EVENTS OF DEFAULT

Applicable federal, state, and local laws shall govern disclosure of documents, which are in the possession of the City.

Section 5.08 Inspection

Borrower shall permit any duly authorized representative of the United States Department of Housing and Urban Development (HUD), the City, or any other appropriate governmental official at all reasonable hours, upon reasonable notice, and as often as reasonably requested, to have the right to (1) inspect the personal property, and real estate used to secure the loan; (2) inspect Borrower's books of account (and to make copies of and/or extracts therefrom); or (3) discuss with agents and employees of Borrower: Borrower's affairs, employment and contracting goals, finances, accounts and compliance with the terms of this Agreement.

Borrower shall provide statements, records, data and the City free access and entry to any portion of Borrower's premises for the purposes of such inspections and discussions until the terms of this Agreement have been complied with and fulfilled.

Section 5.09 Notice of Default

Within ten (10) days of any event, which constitutes an Event of Default, as defined in Article VI, or as defined under any of the Loan Documents, Borrower shall provide written notice to the City of the event. If an event occurs which would, with notice or lapse of time, constitute an Event of Default, Borrower shall likewise give notice to the City within ten (10) days of the discovery of that event.

Section 5.10 Indemnification

Borrower shall be fully responsible and shall indemnify and hold harmless the City, its officials, employees and agents against all liability, claims, demands, losses, damages, delays and costs arising from any act or omission by, or negligence of Borrower and its officers, agents, or employees or its contractor or subcontractor or the officers, agents or employees of the contractor or subcontractor while engaged in the performance of this Agreement.

Also, no member, official, or employee of the City or of its agents or contractors shall be personally liable to Borrower in the event of any default or breach of the Agreement by the City.

Section 5.11 Expense of Collection or Enforcement

In the event Borrower defaults on any provision or obligation contained in the Loan Documents or this Agreement, Borrower shall pay the City an amount equal to the City's costs and expenses of collection, enforcement or correction of such default in addition to any other amounts that may be due from Borrower on the Loan.

Moreover, the Borrower's obligations and duties to the City, which are set forth in this Section, shall continue unabated until the City has no environmental obligations or liabilities under any local, state or federal laws and any rules or regulations thereunder.

The entire unpaid principal of the Note and any other amounts due under the Loan Documents shall become and be immediately due and payable upon the written demand of the City, without any other notice or demand of any kind of presentment or protest, if any one of the following events occurs (an "Event of Default") and is continuing at the time of such demand, whether it is voluntary or involuntary or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

Section 6.01 Default and Cure

- (1) **Default Under Note** -- If Borrower shall fail to comply with its obligations under this Agreement and the Secured Promissory Note of even date.
- (2) **Payment Default Under Other Indebtedness** -- If default shall exist in the payment when due of any installment of principal or interest on any of Borrower's other indebtedness and if such default shall remain unremedied for thirty (30) days whether such other indebtedness is in existence at the Execution Date or incurred after such date;
- (3) **Incorrect Representations or Warranties** -- If any representation or warranty contained in or made in connection with the execution and delivery of this Agreement or in any certificate furnished pursuant hereto shall prove to have been incorrect or untrue in any material respect when made;
- (4) **Default in Covenants** -- If Borrower defaults in the performance of any other term, covenant, or agreement contained in the Loan Documents and such default shall continue unremedied for thirty (30) days after the earlier of either: (1) the default becoming known to an executive officer of Borrower; or (2) written notice thereof was given to Borrower by City;
- (5) **Voluntary Insolvency** -- If Borrower becomes insolvent, ceases to pay its debts as they mature, voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator, for itself or a substantial portion of its assets, with the purpose of effecting a plan or other arrangements with creditors, is adjudicated bankrupt, or makes a voluntary assignment for the benefit of creditors;
- (6) **Involuntary Insolvency** -- If an involuntary petition is filed against Borrower under any bankruptcy, insolvency, or similar law seeking the reorganization of, or the appointment of any receiver, trustee, or liquidator, for Borrower or a substantial part of its assets, or a writ or warrant of attachment or similar process is issued against a substantial part of Borrower's assets, and such petition is not dismissed, or such writ or warrant is not released or bonded, within thirty (30) days after the filing or levy; and
- (7) **Judgments** -- If final judgment is entered against Borrower for the payment of money and such judgment is not fully covered by liability insurance and is in excess of Ten Thousand Dollars

(\$10,000.00) and is not discharged or appealed with execution of said judgment stayed pending appeal, or, if such judgment be affirmed on appeal and not discharged within thirty (30) days.

Section 6.02 Remedies

If the Borrower defaults and fails to cure as set forth in Article VI of this Agreement, then the City shall have the right to exercise concurrently or successively any one or more of the following rights and remedies:

- I. Wholly or partially terminate this Loan Agreement and the rights given to the Borrower in it;
- II. Temporarily or permanently withhold or reduce funds not yet paid to the Borrower;
- III. Recover funds previously paid to the Borrower;
- IV. Disallow all or part of the cost of a noncompliant activity;
- V. Wholly or partially suspend the Agreement;
- VI. Exercise any and all additional rights the City may have in law or equity.

Termination pursuant to clause (I) above shall be effective five (5) days after the date the City has given written notice to the Borrower of such termination. If City chooses any of the other remedies outlined, that remedy is effective immediately upon default of any of the obligations pursuant to this Agreement.

ARTICLE VII- MISCELLANEOUS

Section 7.01 Waivers

The City's failure or delay in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof. The City's single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise thereof of the exercise of any other right, power or remedy hereunder.

No modification or waiver of any provision of the Loan Documents, nor any consent to any departure by Borrower therefrom, shall in any event be effective or established by a court, custom, or course of dealing unless the same is in writing and executed by Borrower and the City. Such waiver of consent shall be effective only for the specific purpose for which it was given or limited to the particular breach so waived. Notice to or demand on Borrower in one instance shall not entitle Borrower to any other further notice or demand in other circumstance.

Section 7.02 Agreement Amendments

Borrower and the City hereby expressly reserve all rights to amend or to consent to, or waive, departure from any provisions of the Loan Documents and to release or otherwise deal with any collateral security for the payment of the Note; provided, however, that the Borrower must receive the prior written approval of the City and that all such amendments shall be in writing and executed by Borrower and the City.

Section 7.03 Notices and Communications

All notices, consents, requests, demands and other communications required hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed as follows:

If to the City, by certified mail, prepaid, at:

City of Lakewood
Department of Planning & Development
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn: Dru Siley, Director

With a copy to:

City of Lakewood
Department of Law
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn: Law Director

If to the Borrower:

Mr. Ralph Lukich
Omni Lakewood, Ltd.
13301 Athens Avenue
Lakewood, OH 44107

Section 7.04 Survival of Representations and Warranties

All agreements, representations, and warranties made by Borrower and City in connection with the Loan or the Loan Documents shall survive the delivery of the Loan Documents and shall continue in full force and effect so long as the Note is outstanding.

Section 7.05 Successors and Assignments

This Agreement shall be binding upon and shall inure to the benefit of Borrower and the City. When used herein, the terms "Borrower" and "City" shall include any successors and permitted assignees or any entity designated by either party to carry out the obligations of the party regarding the Project.

Section 7.06 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.07 Prohibition Against Assigns

Borrower shall remain primarily liable for all obligations, terms, conditions and covenants stated herein. Borrower shall not assign, delegate, or transfer any or all of its rights or obligations under the Loan Documents without obtaining the prior written approval of the City, which permission shall not be unreasonably withheld; provided, however, that if the City approves such assignment or transfer, then Borrower and/or the permitted assignees shall be bound by the terms and conditions of the Agreement, together with the Secured Promissory Note and Security Agreement of even date and attached as Exhibits B and C.

Section 7.08 Compliance with Federal, State and Local Laws and Regulations

Borrower and its subsidiaries, if any, shall comply with all applicable federal laws and regulations thereunder, executive orders and circulars, governing the receipt, expenditure, and use of the Funds.

Borrower agrees that in carrying out the Project, it, or its contractor, shall comply with all applicable housing, building, and public health codes and any laws, ordinances, regulations, administrative rulings, and policies of the City pertaining to the Project.

Section 7.09 Severability

In the event that any provisions of the Loan Documents or the application thereof is declared null and void, invalid, or illegal, or is held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of each of the Loan Documents shall remain in full force and effect and shall not be in any way affected, impaired, or invalidated by those provisions. All covenants, conditions, and agreements contained in the Loan Documents are deemed and agreed to be separate.

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Section 7.10 Choice of Law

This Loan Agreement shall be deemed to have been executed and delivered within the State of Ohio, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to principles of conflicts of laws.

Section 7.11 Term of Agreement

This Loan Agreement shall remain in full force and effect until the satisfaction or cancellation of the Note.

#####

IN WITNESS WHEREOF, after due authorization, the parties have each caused this Loan Agreement to be duly executed as of the date written above.

Signed and acknowledged
in the presence of:

CITY OF LAKEWOOD, OHIO

By: _____
Michael P. Summers, Mayor

Print

Address: 12650 Detroit Avenue
Lakewood, Ohio 44107

Signed and acknowledged
in the presence of:

Ralph Lukich, Facility Manager
Omni Lakewood, Ltd.

Print

By: _____
Ralph Lukich, Facility Manager

Address: 13001 Athens Avenue
Lakewood, Ohio 44107

Approved as to Legal Form:

By: _____
Law Department

EXHIBIT A

Omni Lakewood, Ltd.
 Business Investment Program (BIP)
 Economic Development Fund (EDF) Loan
 Application and Project Summary
 July 15, 2014



STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

On this _____ day of _____, 2014, BEFORE ME, a Notary Public duly authorized in and for said County and State aforesaid to take acknowledgments, personally appeared Michael P. Summers, to me known to be Mayor of the CITY OF LAKEWOOD, an Ohio municipal corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said CITY OF LAKEWOOD.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal at _____, Ohio, this _____ day of _____, 2014.

 Notary Public

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

On this _____ day of _____, 2014, BEFORE ME, a Notary Public duly authorized in and for said County and State, personally appeared Ralph Lukich, Facility Manager and Partner of Omni Lakewood, Ltd., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of Omni Lakewood, Ltd..

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal at _____, Ohio, this _____ day of _____, 2014.

 Notary Public

Project Overview

Project Site:

13001 Athens Avenue (Lake Erie Screw Building)
 Industrially zoned, eighteen acre multi-tenant facility used for manufacturing, commercial, warehouse, artist studio and event space.

Owner:

Omni Lakewood, Ltd.
 13001 Athens Avenue

Project Scope:

Life safety improvements to the facility including but not limited to improving egress components, fire alarm systems, fire suppression systems and emergency lighting and way finding.

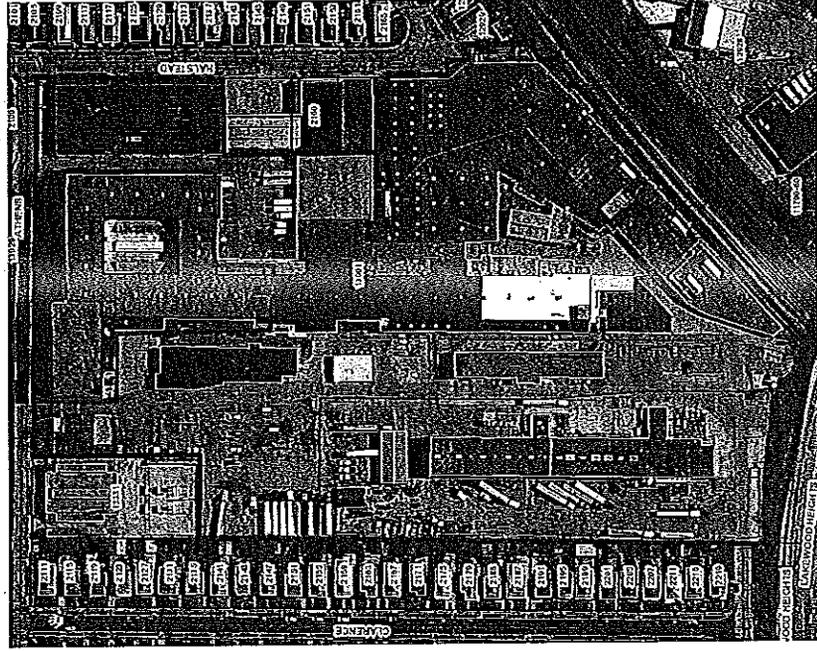
Timeline:

Project is scheduled to be completed by September 2016.

Contact Name:

Ralph Lukich, Facility Manager
 (216) 244-2144

Omni Lakewood, Ltd. has requested an EDF loan of \$100,000 to implement life safety upgrades to the building including improving egress components, fire alarm systems, fire suppression systems and emergency lighting and way finding. By assisting the organization in making life safety upgrades to the building, the City will help protect the physical property and secure the future safe operations of the truly mixed use site.



— Entire Site
 - - - Building footprint getting life safety upgrades

Project Financials

Total Project Cost: \$350,000

Public Financing: Approximately 29% of completed project value

- Proposed EDF Loan for \$100,000 forgivable over five years as long as project meets job creation goals.

Private Financing: Approximately 71% of completed project value

Omni will utilize existing capital improvement funds totaling \$250,000.

Rationale for City Assistance

Omni Lakewood, Ltd. acquired the property at 13001 Athens Avenue in 2006 with the intent of re-purposing the building as a center for commerce, the arts, and a community gathering center. Since acquisition Omni has privately invested millions of dollars into the property creating opportunities for nearly 100 businesses to occupy the site. From startups to long-term companies, Omni has positioned the building as a true anchor in not only the Birdtown neighborhood, but in Lakewood. By assisting Omni Lakewood in making life safety infrastructure upgrades to the building, the City will help protect the property, secure the future safe operations of the truly mixed use site, and stimulate economic development through the creation of four new jobs.

City Protections:

- Developer must secure commitments for private financing prior to issuance of EDF Funds.
- The City will place a lien on the property for its \$100,000 of EDF funds releasable over five years in \$20,000 increments as long as the developer meets the goals of four full-time jobs.
- The Developers will sign a completion guarantee.

Project Description:

Omni Lakewood, Ltd. serves a diverse and growing business community in Lakewood, in addition to offering a unique community gathering space. Omni has privately invested millions of dollars into the property creating opportunities for businesses to occupy the site. Omni has achieved 90% occupancy on site, including well-established industrial tenants, mid-range steel processing companies, and startup entrepreneurs and individual artisans.

The facility is home to 102 businesses, representing 375 employees. The distinguishable tenant spaces are desirable because of the site location, amenities offered and industrial atmosphere the facility offers. For the last few years, Omni Lakewood has managed a waiting list of entrepreneurs looking for space in its facility. A complete list of businesses and total employment is provided below.

Omni Lakewood Ltd. Rent Roll	On Site Since	Estimated Employees/Artists
717 Ink	2009	35
Andes, Danielle & Brooks, Pita	2009	2
Aspen Community Group (S. Kleinman)	2008	1
Atlantis Industries	2013	2
Bazetta Steel Processing	1987	3
Beacon Hausheer Marine	2009	2
See Well Natural Foods	2006	2
Best Lawn Care	2009	1
Boich, Michael	2013	2
Birdtown Crossfit	2008	1
Brunori, Bob	2008	2
Cal Jill Services, Inc.	2010	1
Caldwell, Kristen	2010	1
Credence Financial Services (Allison Taylor)	2013	1
Cleveland Rod Light Distillery	2010	2
Cliffel, Kristen	1992	1
Cogswell Creations	2006	4
Compucash - Mike Kozar	2011	2
Defense Soap	2008	4
Deming, David	2010	1
DeSantis, Gina	2007	1
Design Associates - George Kubas	1987	1
Devil's Hand Productions	2013	2
Durr, Robert	2004	1
Dussault Moving & Storage	1985	10
Emerson Improvement	2011	4
Erie Energy Consultants	2012	2
Euclo Steel & Wire, Ltd.	2007	2
Fannin, Phyllis	1995	2
The Ferry Cap & Set Screw Company	2008	120
Fish, Matthew (Malt Bar & Grillec) - (Storage)	2009	0
Frankenlind-McCulley, Megan	2011	1
Gentner, John	2006	1
Glacchetti, Derek	2009	1
Great Lakes Decorative Arts Studio	2007	1
The Student Development Company LLC	2012	6
Gilroy, John	2012	1
Grand River Beads (Eva Sherman)	2013	1
Great Lakes Property Group	2010	1
Great Lakes Technology	2008	0
Halstead Thermal Processing	2006	12
Hannahan, Katie	2008	1
Harrison, Hunter	2009	1
Hawthorne Wire Services	2013	5
Hierzak-Bauman, Laurin	2013	1

Hill, Freddy	2010	2
Hrushchov, Nikolai	2009	1
Hudczek, Michael	2009	1
Impact Technologies, Inc.	2007	1
Jewell-Kelt, Karen	2007	1
KMA & Associates	2008	2
Kamoutsis, Peter	2009	1
Koja, Dan	2010	1
Kony's, Mark	2008	1
LEI	2005	3
McCready, Dennis	2009	1
Lakewood Door & Window (Middle Bldg.)	2008	0
Level Design	2008	1
Lozar, Tony (Storage)	2009	0
MJR Connection	2013	3
Mason, Christine	2009	1
Milman, Sardy	2010	1
Movement Factory (Alyssa Wilmet)	2012	4
Mowery, Michelle	2009	1
Northern Ohio Academy of Pharmacy	2007	1
Norton, Mary Beth	2009	1
Norton, Tom & Mortier, Max	2010	2
O'Connor, Martin	2007	1
Okey, Shannon	2009	1
Omni Staff	2005	5
On-Point Promotions (University Tees)	2010	3
Parker Brothers	2007	1
Patton, Kathy	2010	1
Pruitt, Daniel	2009	1
ProComSol	2006	3
Psola, Anthony	2008	1
RecCont, Inc.	2008	25
Real Time Industrial Products	2010	1
Regency Construction (Storage)	2008	0
Richards, Matthew	2010	1
Ryan, Ursula	2007	1
Sand Products	1983	1
McCulley, Megan	2011	1
Seaman, Jen; Seaman, Megan; St. John, Karen	2011	3
Mission Medical	2009	2
Schneider, Richard	2012	1
Schoel, Kim	2013	1
Shaughnessy, Gregory	1998	1
Art Factory Studio	2014	1
Sohl, David (Storage)	2011	0
Dowel, Aaron	2008	1
The Studio - Dan Chrzanoski (Storage)	1993	0
Szalkowski, Jen	2013	1
Terra Verde Handmade	2013	1

Exhibit A - 1

PAGEHOLDER FOR CITY COUNCIL RESOLUTION

Todd Smith Products	2007	2
Tonkins, Stephen	2012	1
Traditions Alive	2012	2
University Tees	2010	30
University Threads	2013	2
Wall, Achala	2007	1
Wamer, Dorane	2008	1
Wolf, William	2009	1
Wrestling Factory of Cleveland	2011	1
Total		375
* Included with University Tees.		

EXHIBIT B



12650 Detroit Avenue • Lakewood, Ohio 44107 • (216) 529-6630 • (216) 529-5936 FAX

OPEN-END MORTGAGE

This open-end mortgage is executed and made this 20 day of 20 by Omni Lakewood, Ltd. (the "Mortgagor"), whose address is Ohio 44 in favor of the CITY OF LAKEWOOD, OHIO, a political subdivision of the state of Ohio and whose address is 12650 Detroit Avenue, Lakewood, Ohio 44107 (hereinafter called "Lender").

WHEREAS, Mortgagor is indebted to Lender in the principal sum of **one-hundred thousand dollars (\$100,000.00)**, which indebtedness is evidenced by Mortgagor's promissory note of even date herewith (the "Note"); and

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NOW, THEREFORE, to secure to Lender: (a) the repayment of: (i) the indebtedness evidenced by the Note and (ii) all other sums advanced in accordance herewith to protect the security of this Mortgage, all with interest thereon; and (b) the performance of the covenants and agreements of Borrower herein contained, Mortgagor does hereby execute and deliver this Mortgage, and hereby grants and conveys to Lender a security interest in all of Mortgagor's estate, title and interest in the property located in Lakewood, County of Cuyahoga and State of Ohio as described on Attachment 1, attached hereto and made a part hereof; said premises more commonly known as Lakewood, Ohio (hereinafter from time to time the "Property"); and

In furtherance hereof, the Mortgagor represents and covenants to Lender:

1. That at the execution and delivery of this Mortgage, Mortgagor is well-seized of the Property in fee simple, has good and marketable title and right to bargain and sell the same in manner and form as above written, that the same is free from all encumbrances whatsoever except for easements, covenants, conditions, restrictions, limitations and liens of record on the date hereof, and that Mortgagor will warrant and defend said Property, as above conveyed, with the above-mentioned appurtenances to the said Lender, its successors, agents and assigns, forever, against all lawful claims or demands whatsoever.

2. That the lien, pledge and security interest of this Mortgage is a good and valid lien, pledge and security interest on all of the Property, subject to mortgage[s] in favor of _____ (hereinafter collectively referred to as the "Senior Mortgage"). All rights granted to the Lender hereunder are subject and subordinate to the holders of the Senior Mortgage.

3. To promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any amount thereof.

4. To pay all ground rents (if any), taxes, water rates, public or private utility charges, and other governmental or municipal charges, fines, impositions, assessments, of any kind levied or imposed against the Property, and, upon request therefor, to promptly deliver the official receipts thereof to Lender or its designated agent. Tax receipts are to be delivered semi-annually and within 30 days after payment.

5. To keep the Property fully insured for the benefit of Lender in insurance companies acceptable to Lender or its designated agent, to deposit the policies of insurance with Lender or its designated agent, and to name Lender as a beneficiary on the face of said insurance policy. Receipts for payment of such insurance premiums are to be delivered not less than annually.

Provided that; paragraphs 4 and 5 shall be deemed as properly performed by Mortgagor to the extent the Senior Mortgage is in effect which makes full provisions for the fulfillment of all such obligations of Mortgagor, so long as the Lender is added as a named beneficiary of said insurance policies, and receipts are promptly delivered to Lender or its designated agent.

6. To assign to Lender (subject to the Senior Mortgage and any senior lenders rights), the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation. Said proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, there shall be applied to the sums secured by this Mortgage such proportions of the proceeds as are equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of the taking bears to the fair market value of the Property immediately before taking, with the balance of the proceeds paid to Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, any such applications of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the recitals above, or change the amount of such installments.

7. To pay to Lender or its designated agent the total amount due under this Mortgage upon demand, should Lender accelerate the indebtedness pursuant to paragraph 12 below.

8. To keep the Property in as good order and condition as they are now, together with any improvements thereon, reasonable wear and tear excepted, and will not commit or permit waste and shall make all necessary or appropriate repairs, replacements and renewals thereof, interior, exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall not do, or permit to be done, any act or thing which might materially impair the value or usefulness of the Property or any part thereof, shall not commit or permit any waste of the Property or any part thereof, and shall not permit any unlawful occupation, business or trade involving the Property to be conducted. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagor notice prior to any such inspections specifying reasonable cause therefor related to Lender's interest in the Property.

9. Mortgagor shall, at Mortgagor's own expense, from time to time as requested by Lender, take such actions and execute and deliver to Lender all such instruments, supplements, further assurances and security or other agreements as may be required or requested by Lender in order to perfect and continue Lender's lien, pledge and security interest in the Property hereunder. Mortgagor hereby irrevocably appoints Lender as Mortgagor's agent and attorney-in-fact to sign all such instruments, supplements, further assurances and security and other agreements in the event that Mortgagor shall fail to do so upon request by Lender.

10. Except as otherwise expressly permitted by the Note and this Mortgage, Mortgagor shall not directly or indirectly sell, convey, assign, transfer or otherwise dispose of fee title to the Project facilities or any part thereof or interest therein without the prior written consent of Lender, which consent shall not be unreasonably withheld. Mortgagor shall not directly or indirectly create or permit to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to the Property or any part thereof or the interest of Lender therein or any revenues, income or profit or other sums arising from the Property or any part thereof. Notwithstanding the foregoing, no consent by Lender shall be necessary in connection with the transfer of membership interests in the Mortgagor.

11. Mortgagor shall not suffer or permit any mechanics' or other liens to be filed or to exist against the Property or any payments paid or payable under the Loan Documents, by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with the Property or to Mortgagor, or anyone holding the Property or any part thereof through or under Mortgagor. If any such lien shall at any time be filed, Mortgagor shall, within thirty (30) days after notice of the filing thereof but subject to the right to contest as herein set forth, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Notwithstanding the foregoing, Mortgagor shall have the right, at Mortgagor's expense and after written notice to Lender, by appropriate proceeding timely instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. If, however, Lender shall notify Mortgagor that, in the opinion of independent counsel, by nonpayment of any such items the lien, pledge or security interest created by this Mortgage as to any part of the Property will be materially affected or the Property or any part thereof will be subject to imminent loss or forfeiture, Mortgagor shall promptly cause such lien to be discharged of record, as herein provided.

12. On the breach of any condition or covenant of this Mortgage or on default under the Promissory Notes secured hereby, Lender has the following remedies, subject to the rights of the holders of the Senior Mortgage:

a. Foreclosure proceedings may be instituted at the option of Lender, and the fees and charges of Lender's attorneys shall be a further lien and charge upon the Property under this Mortgage, and all such expenses shall become additional indebtedness secured by this Mortgage and shall be allowed in any decree foreclosing this Mortgage. Notwithstanding the foregoing, Lender shall not foreclose upon any part of the Property so long as HUD maintains a first mortgage with respect to such part of the Property.

b. Acceleration of the unpaid principal balance together with all interest and charges thereon, may, at the option of the Lender, be declared immediately due and payable, without notice or demand, such notice or demand being expressly waived by Mortgagor.

c. Exercise of all or any rights and remedies as Lender may have under the Loan Documents; and of any rights, remedies and powers Lender may have at law or in equity.

Provided that, prior to foreclosure or acceleration, Lender shall mail notice to Mortgagor specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to the Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. Upon payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Upon failure of Mortgagor to pay any ground rents, taxes, water rates, public or private utilities, other governmental charges, insurances policy premiums, prior liens, and charges thereon, which Mortgagor has agreed to pay under paragraphs 4 and 5 above, Lender may, at its option, pay the same, and any amount so paid by Lender shall be added to the principal debt named herein and bear interest at the rate charged by the prior lienholder, payable monthly, from the date of such payment, and shall be secured by this Mortgage.

14. Subject to the rights of the holders of the Senior Mortgage, Lender shall have the right at its option, to collect the rental income and proceeds of the Property, if any, or to appoint a receiver to take possession of and manage and control the premises.

15. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise provided by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised cumulatively, concurrently, independently or successively.

16. Indemnification. Mortgagor shall protect, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses except as may be limited by law or judicial order or decision entered in any action brought to recover moneys under this Section) imposed upon, incurred by or asserted against Lender by reason of (a) ownership of any interest in the Property; (b) any accident or injury to or death of persons, or loss of or damage to property occurring on or about the Property or any part thereof or adjacent real property, sidewalks, curbs, vaults and vault space, if any, streets or ways or with respect to the operation of Mortgagor's business including but not limited to Mortgagor's ownership of or interest in any of the Property or any part thereof; (c) any use, disuse, non-use or condition of the Property or any part thereof or adjacent real property sidewalks, curbs, vaults and vault space, if any, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms hereof or of the Note or any other instrument or document executed in connection with the transactions contemplated herein and therein; (e) any necessity to defend any right, title or interest conveyed by this Mortgage or to defend any action arising from the creation or perfection of any such right, title or interest; (f) the performance of any labor or services or the furnishing of any materials or other property in respect to the Property or any part thereof; (g) any loss of or damage to property, or injury to or death of any person, that may be occasioned by any cause pertaining to the provision of any part of the Property; (h) any breach or default arising from any act or failure to act by Mortgagor or any of its agents, lessees, contractors, servants, employees or licensees or arising from any accident, injury or damage caused to any person and occurring with respect to the operation of Mortgagor's business including Mortgagor's ownership of or interest in any of the Property; or (i) any such claim, action, or proceeding brought thereon. If any action or proceeding is made or brought against the City in respect of which indemnity may be sought hereunder, Lender shall give notice to Mortgagor of the action or proceeding and upon such notice, at the option of Lender, (i) Mortgagor shall

assume the defense of the action or proceeding with legal counsel satisfactory to Lender, (2) Mortgagor shall assume the defense of the action or proceeding with the participation of Lender, at Mortgagor's expense, or (3) Lender shall assume the defense of the action or proceeding with legal counsel satisfactory to Lender, at Mortgagor's expense; provided that failure of Lender to give such notice shall not relieve Mortgagor from any of Mortgagor's obligations under this Section unless the failure prejudices the defense by Mortgagor of the action or proceeding. Any amounts payable to Lender under this Section shall be paid by Mortgagor on demand together with interest thereon at the per annum rate equal to the Wall Street Journal's prime rate of interest plus 5% from the date thereof in addition to all other payments to be made by the Mortgagor pursuant to the Note, and shall be subject to and secured by this Mortgage as additional indebtedness under this Mortgage. The obligations of Mortgagor under this Section shall survive any defeasance of this Mortgage. The indemnification provided by this Section to Lender includes officers, employees, agents and representatives of the Lender.

17. In case of any damage to or destruction of the Property or any part thereof, there shall be no abatement or reduction of any payment payable by the Mortgagor under the Note, and Mortgagor shall promptly give written notice thereof to the City generally describing the nature and extent of such damage or destruction.

18. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, successors, assigns and agents of the parties hereto. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders.

19. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

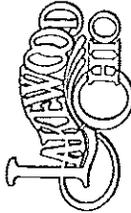
IN WITNESS WHEREOF, MORTGAGOR has executed this Mortgage as of the date set forth hereinabove.

MORTGAGOR(S)

(Sign)

(Print)

EXHIBIT C



12650 Detroit Avenue • Lakewood, Ohio 44107 • (216) 529-6630 • (216) 529-5936 FAX

SECURITY AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND OMNI LAKEWOOD, LTD..

Date: December _____, 2014

This is an agreement between Omni Lakewood, Ltd., ("Borrower" herein) and the City of Lakewood, Ohio ("Secured Party" and "City" herein). In consideration of the mutual covenants and promises set forth in this agreement, Borrower and Secured Party agree:

Creation of Security Interest

For valuable consideration, receipt of which is hereby acknowledged, Borrower hereby grants to Secured Party a security interest in property located at 13001 Athens Avenue, Lakewood, OH 44107 ("Collateral" herein) as listed in Exhibit A.

This security interest is to secure payment of the total debt set forth in the note (from Borrower to Secured Party) of even date herewith, together with the Economic Development Fund Program Loan Agreement of even date, and any and all other liabilities of Borrower to Secured Party under this agreement, which together are referred to as the "obligation" herein.

Obligation Secured

The total debt of Borrower to Secured Party is One-Hundred Thousand Dollars (\$100,000.00), at an interest rate of zero percent (0%) per annum as provided in the note of even date secured hereby.

Borrower's Rights in Collateral

Borrower hereby warrants that it is the sole owner of the Collateral and that there are no liens or encumbrances of any kind thereon or on any part thereof. Borrower further warrants that it has good right to grant a security interest in the Collateral pursuant to Chapter 1309 of the Ohio Revised Code.

Location of Collateral

The Collateral is located at 13001 Athens Avenue, Lakewood, Ohio 44107 (to become Borrower's place of business), and Borrower shall promptly notify Secured Party of any change in Collateral. Borrower shall not remove the Collateral from the State of Ohio without Secured Party's written consent. Secured Party shall retain the right to inspect the Collateral during regular business hours by providing forty-eight (48) hours prior notice to such inspection.

Protection of Collateral

Borrower shall maintain the Collateral in good repair and shall be responsible to the Secured Party for any loss or damage thereto, shall keep the Collateral free of all taxes, liens and other charges, and shall not illegally use or secrete the Collateral.

Insurance

Borrower shall maintain the usual insurance coverage on the Collateral, in a form satisfactory to and issued by an insurance carrier approved by Secured Party, naming Secured Party as a co-insured party on such coverage. Borrower shall pay promptly all premiums on such policies. Borrower shall provide Secured Party with a copy of the certificate of insurance, which shall be delivered to the City of Lakewood, Ohio, Department of Planning and Development. In the event of Borrower failure to procure such insurance or to pay the premiums therefore, Secured Party may procure and pay for such insurance, and all sums advanced for such purpose shall be added to the obligation and secured by this agreement.

Default

Any of the following shall constitute default hereunder:

- (a) Borrower's failure to promptly make an installment payment provided for in the note of even date secured hereby.
- (b) Borrower's failure to promptly perform any of the provisions of the note of even date secured hereby or any of the provisions of this agreement.
- (c) Borrower's failure to promptly perform any of the provisions of the Economic Development Fund Program Loan Agreement of even date secured hereby.
- (d) The making or levying of any attachment or execution on the Collateral.

Remedies

In the event of any default by Borrower, Secured Party may take any legal action available to collect all sums owing hereunder, to enforce its right to possession of the Collateral, and to enforce any all other rights or remedies available to it under Chapter 1309 of the Ohio Revised Code.

~~On~~ such action shall operate as a waiver of any other right or remedy of Secured Party under the terms hereof, or by statute, or otherwise. All rights and remedies of Secured Party are cumulative and not alternative, and no waiver of any default operates as a waiver of any other default.

On any default hereunder, Secured Party may declare all remaining installments immediately due and payable. In the event of nonpayment, Borrower shall, on demand, deliver the Collateral to Secured Party. Secured Party, on obtaining possession of the Collateral on default, may sell the Collateral or any part thereof at public or private sale either with or without having the Collateral at the place of sale. Insofar as may be lawful, Secured Party may be a purchaser at such sale. The net proceeds of such sale, after deducting all expenses of Secured Party in taking, storing, repairing and selling the Collateral, shall be credited against the obligation in accordance with the terms of this agreement. Any surplus shall be paid to Borrower, or the person legally entitled thereto. In the event of a deficiency, Borrower shall pay such deficiency to Secured Party.

Effect of Agreement

This agreement shall bind and inure to the benefit of Borrower and Secured Party and their respective executors, administrators, successors, heirs and assigns.

General Provisions

Borrower and Secured Party declare that they have read this agreement, including the provisions of the promissory note attached to and secured by this agreement, and that they understand the terms and meaning of the agreement and note. Borrower acknowledges receipt from Secured Party of a copy hereof. Borrower and Secured Party agree that this agreement, together with the Secured Promissory Note and the Economic Development Fund Loan Agreement, contain the entire agreement between the parties and that there are no other terms or provisions, either express or implied.

City of Lakewood
By its Mayor, Michael P. Summers

Omnil Lakewood, Ltd.
By its Facility Manager, Ralph Lukich

Approved As To Form:

Kevin Butler, Director of Law
City of Lakewood, Ohio

EXHIBIT D
Job Creation & Hiring Plan

Company: _____ **Contact:** _____ **Phone:** _____ **Email:** _____

DUNS #: _____ **LMI Hiring Goal:** _____

Position #	Job Title	HUD-Defined Job Categories										FTE
		Officials/ Mgrs	Professional	Technicians	Sales	Office/Clerical	Craft Worker	Operative	Laborer	Service Worker		
1												
2												
3												
4												
5												
6												
7												
Totals												0.00

Total FTE Jobs To Be Created: _____

Total FTE Jobs w/Health Care Benefits To Be Created: _____

Total FTE LMI Jobs w/Health Care Benefits To Be Created: _____

Summary

In the space below, please briefly describe hiring strategies to be used and actions to be taken that will ensure low- and moderate-income individuals are made aware of, actively recruited to, and receive "first consideration" among qualified applicants for the payroll positions created through the funded project.

Certification
I certify the information provided on this form is complete and correct to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

EXHIBIT D
Baseline LMI FTE Employment Summary

Company: _____ **Contact:** _____ **Phone:** _____ **Email:** _____

DUNS #: _____ **LMI Hiring Goal:** _____

Position #	Job Title	FTE	HUD-Defined Job Categories									
			Officials/ Mgrs	Professional	Technicians	Sales	Office/Clerical	Craft Worker	Operative	Laborer	Service Worker	
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
Total Baseline FTE Low-Mood Eligible Positions												

Instructions

(1) Print a copy of the business' Certified Payroll dated immediately prior execution of the EDF Loan Agreement.

(2) Highlight only positions for which ALL of the following statements are TRUE:

vi. The position does not require special skills, training or education;

vii. The position does require special skills that will be provided "on-the-job,"

viii. Qualified LMI persons will receive first consideration among all equally qualified applicants.

ix. LMI persons will be actively recruited to fill the position.

(3) Add all highlighted payroll positions to the list above, including those that are open and/or unfilled.

(4) Provide the following information regarding each payroll position listed:

a. Job Title: Insert the job title assigned by the company.

b. FTE: If the position is "Full-Time," place a "1" in this cell. If the position is "Part-Time," calculate and insert the position's "full-time equivalency" (FTE) as follows:

FTE = # His Worked Per Week (x) # Weeks Worked Per Year + 2,080 His Per Work Year

c. Job Category: Place a "1" in the cell that corresponds with the appropriate job category.

(5) Attach the highlighted copy of the Certified Payroll and submit to the City of Lakewood.

Certification
I certify the information provided on this form is complete and correct to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

EXHIBIT F
Income Self-Certification & Data Form

The business to which you are applying has received assistance through the City of Lakewood's Economic Development Fund. As such, it must report certain data regarding persons interviewed and hired for positions related to this assistance. This information will be used to assist the City in satisfying U.S. Department of Housing & Urban Development compliance requirements and has absolutely no bearing on the selection or hiring processes. **Your participation is greatly appreciated.**

Name (please print) _____ Date: _____

HOUSEHOLD INCOME LEVEL

- Find and **CIRCLE** your Household Size in the first column of the table below. Household is defined as all persons living in your residence, including you, who are related by blood, marriage, or adoption;
- Scan across the table to the right from the household size you've circled, find your household's corresponding income range **PRIOR TO BEING HIRED**, and circle it;
- Scan up from the household income range you've circled to the top of the column to identify your income category then circle it.

Household Size	2012 HUD Income Limits (Effective December 1, 2011)			
	Category 1	Category 2	Category 3	Category 4
1 person	\$35,701+	\$22,301 - \$35,700	\$13,401 - \$22,300	\$0 - \$13,400
2 persons	\$40,801+	\$25,901 - \$40,800	\$15,301 - \$25,500	\$0 - \$15,300
3 persons	\$45,901+	\$28,701 - \$45,900	\$17,201 - \$28,700	\$0 - \$17,200
4 persons	\$50,951+	\$31,851 - \$50,950	\$19,101 - \$31,850	\$0 - \$19,100
5 persons	\$55,051+	\$34,401 - \$55,050	\$20,651 - \$34,400	\$0 - \$20,650
6 persons	\$59,151+	\$36,951 - \$59,150	\$22,201 - \$36,950	\$0 - \$22,200
7 persons	\$63,201+	\$39,501 - \$63,200	\$23,701 - \$39,500	\$0 - \$23,700
8 persons	\$67,301+	\$42,051 - \$67,300	\$25,251 - \$42,050	\$0 - \$25,250

CA **RACE/ETHNICITY:** Please indicate your race/ethnicity category below.

- White
 Black/African American
 Asian
 American Indian/Alaskan Native
 Native Hawaiian/Other Pacific Islander
 American Indian/Alaskan Native & White
 Black/African American & White
 American Indian/Alaskan Native & Black/African American
 Other Multi-Racial
- Do you consider yourself as being of Hispanic ethnicity? Yes No

ADDITIONAL INFORMATION

- What is your gender?
 Male Female
 Yes No
- Are you a female head of household?
 Yes No
- Do you have a disability or substantial handicap?
 Yes No
- Are you currently unemployed?
 Yes No
- Do you currently have health care benefits?
 Yes No

I certify the information provided is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

For Administrative Use Only

Was the position applied for created in association with the EDF-funded project? Yes No

Was the applicant interviewed? Yes No

Was the applicant hired? Yes No

Hire Date: _____ FTE: _____ Yes No

Job Title: _____ Initial Occupant Yes No

Job Category: _____ Re-hire Yes No

EXHIBIT G
Adjusted Gross Income Computation Form

Name(s) of Individual: _____ Maximum HH Income: _____
 Household Size: _____ Program: Economic Development
 Include all family members 18 years of age or older earning taxable income.

#	Source	Household Members	SUBTOTAL
1	Wages, salaries, tips		
2	Taxable interest		
3	Ordinary dividend income		
4	Taxable refunds/credit/offsets of state/local income taxes		
5	Alimony received		
6	Business income (or loss)		
7	Capital gain (or loss)		
8	Other gains (or losses)		
9	Taxable amount of IRA distributions		
10	Taxable amount of pensions and annuities		
11	Rental real estate, royalties, partnerships, trusts etc...		
12	Farm income or loss		
13	Unemployment compensation		
14	Taxable amount of social security benefits		
15	Other income		
16	TOTAL		

The undersigned certify the above statements are true, accurate, and complete the best of the undersigned's knowledge and are given for the purpose of assisting the Borrower with its low-to-moderate income requirement.

Signature: _____ Date: _____



DEPARTMENT OF PLANNING & DEVELOPMENT
DRU SILEY, DIRECTOR

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

July 15, 2014

Lakewood City Council
Lakewood, OH 44107

RE: Zoning Code Chapter 1143– Parking Code Update

Dear Members of Council:

As you know, the recently updated Community Vision outlines goals and objectives to help guide Lakewood toward becoming more balanced and diverse when it comes to transportation options. The recent investments, supported by Council, in bicycle infrastructure, a sidewalk improvement strategy and transit enhancements such as bus shelters have helped make progress toward those goals.

One opportunity for our community to continue to improve our mobility profile is by developing clear and locally appropriate best practices when it comes to parking requirements.

In its current form, Lakewood's parking code regulates through standards that are ill-suited to the needs of a densely populated, 100 year old inner-ring community. More over the current version only addresses one mode of transportation – the car.

Earlier this year, Planning and Development staff began evaluating alternative codes with the Planning Commission and would now like to begin the process to formally update Chapter 1143 to better address our Community Vision goals.

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

Sincerely,

Dru Siley
Director

