

**DOCKET
OF A MEETING OF
THE LAKEWOOD CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS
LAKEWOOD CITY HALL - 12650 DETROIT AVENUE
MARCH 21, 2016
7:30 P.M.**

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

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 minutes of the Special Meeting of Council held February 11, 2016.
Reading and disposal of the minutes of the Regular Meeting of Council held March 7, 2016.
Reports, legislation and communications from Members of Council, the Mayor and other City Officials.

****OLD BUSINESS****

1. Committee of the Whole Report regarding March 21, 2016 Committee Meeting. (To Be Provided)
2. **RESOLUTION NO. 8840-16** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing _____ to a position on the Civil Service Commission for the term beginning January 1, 2016 and ending December 31, 2018. (REFERRED TO THE COMMITTEE OF THE WHOLE 1/4/16, DEFERRED 1/19/16, 2/1/16, 2/16/16, DEFERRED 3/7/16) (Pg. 6)
3. **ORDINANCE NO. 2-16** – AN ORDINANCE to amend various sections within Chapter 1329, Signs, of the Codified Ordinances of the City of Lakewood and other sign-related sections in order to update the code. (FIRST READING AND REFERRED TO THE COMMITTEE OF THE WHOLE & PLANNING COMMISSION 1/19/16, 2ND READING 2/1/16, REFERRED TO COMMITTEE OF THE WHOLE 3/7/16)(Pg. 7)
4. **RESOLUTION NO. 8856-16** – 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 to enter into agreement for the provision of asbestos abatement and demolition services related to the Hilliard Theater in an amount not to exceed \$1,000,000. (REFERRED TO THE COMMITTEE OF THE WHOLE 3/7/16) (Pg. 44)
5. Public Works Committee Report regarding Ordinance 18-16 and Tree Task Force Recommendations. Mr. Nowlin; Chair. (Pg. 46)
6. **ORDINANCE NO. 18-16** AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect at the earliest period allowed by law, amending Section 331.08, Driving in Marked Lanes or continuous Lines of Traffic, of the Codified Ordinances of the City of Lakewood, and making further provision in order to permit bicyclists to operate bicycles in bus lanes during restricted hours. (1ST READING & REFERRED TO PUBLIC WORKS COMMITTEE 2/16/16, 2ND READING 3/7/16) (Pg. 47)
7. Public Safety Committee Report regarding Ordinance 4-16. Mr. O'Malley; Chair (To Be Provided)
8. **ORDINANCE NO. 4-16** – AN ORDINANCE amending the Code to provide for the impounding and disposition of certain animals, and establishing related charges. (1ST READING & REFERRED TO PUBLIC SAFETY COMMITTEE 1/19/16, 2ND READING 2/1/16) (Pg. 51)

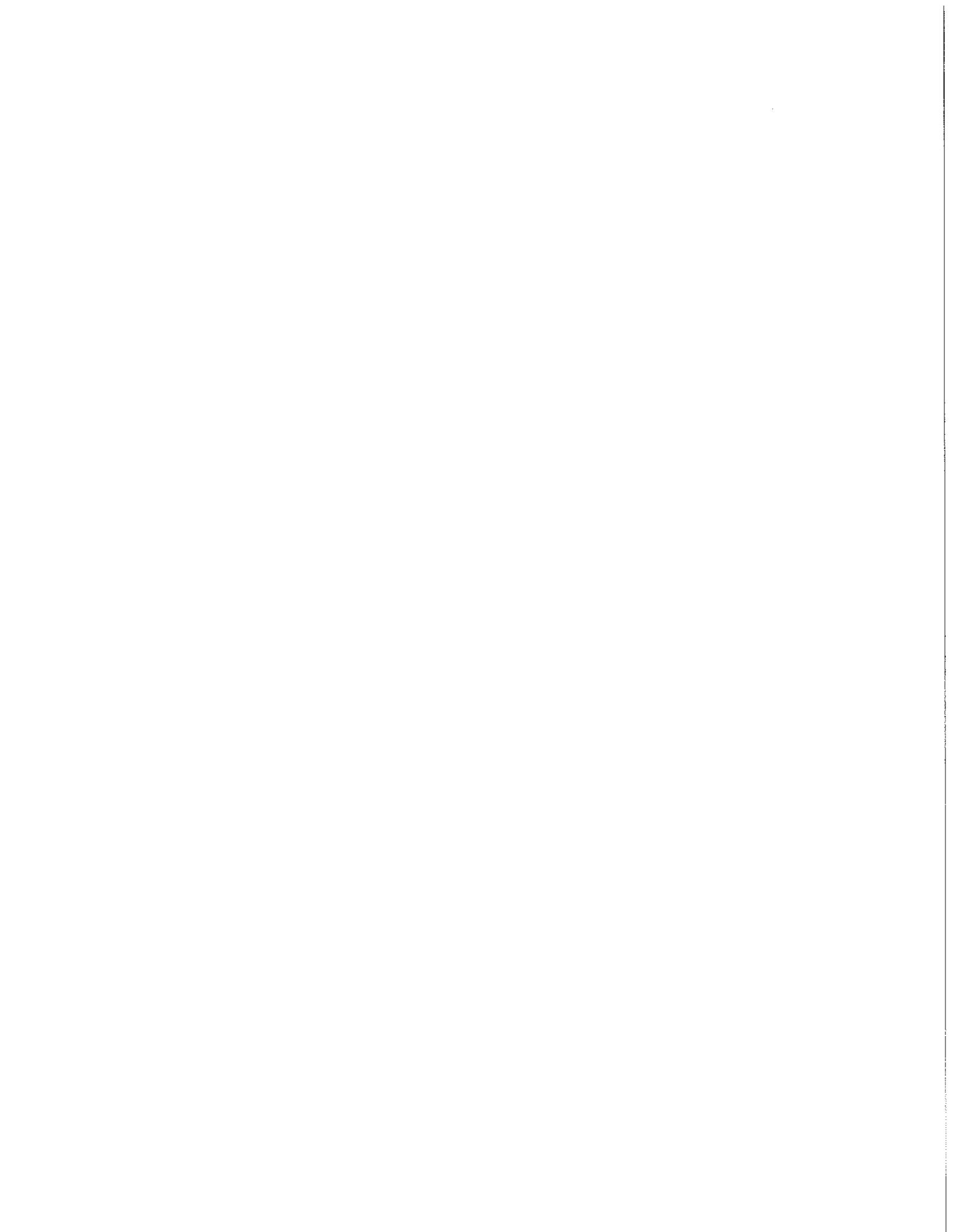
9. **ORDINANCE NO. 19-16** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Director of Finance to enter into Equipment Leases in forms approved by the Director of Law on behalf of the City of Lakewood (“City”). (**PLEASE SUBSTITUTE** for Ordinance No. 19-16 ; 1st Reading and REFERRED to the Finance Committee 2/16/16, 2nd 3/7/16 & RECOMMENDED FOR ADOPTION ON 3RD READING) (Pg. 54)
10. **ORDINANCE NO. 20-16** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the transfer and advance of certain funds. (FIRST READING & REFERRED TO THE FINANCE COMMITTEE 2/16/16, 2nd 3/7/16 & RECOMMENDED FOR ADOPTION ON 3RD READING) (Pg. 57)
11. **ORDINANCE NO. 21-16** AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect at the earliest period allowed by law, to approve the editing and inclusion of certain ordinances and resolutions as parts of the various component codes of the Codified Ordinances and to provide for the publication of such new matter. (1st READING 2/16/16, 2ND 3/7/16) (Pg. 59)
12. **ORDINANCE NO. 22-16** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Director of Planning and Development to enter into an agreement with a licensed real estate broker to market for sale the real property located at 1252 Westlake Avenue, vacant lot associated with 1589 Newman Avenue, 1589 Newman Avenue, 1635 Hopkins Avenue, and 1214 Gladys Avenue for a period of 120 days, pursuant to Section 155.07 of the Codified Ordinances. (FIRST READING & REFERRED TO HOUSING COMMITTEE 3/7/16) (Pg. 61)

****NEW BUSINESS****

13. Communication from Councilmember O’Leary regarding appointing Brian Taubman to the Animal Safety and Welfare Advisory Board. (To Be Provided).
14. Communication from Councilmember Marx regarding Amending Section 505.18 Keeping of Hens. (Pg. 63)

15. **ORDINANCE NO. 23-16** -- an ordinance AMENDING Section 505.18, Certain Animals Prohibited, of the Codified Ordinances of the City of Lakewood, in order to permit the keeping of hens in the City under certain conditions. (Pg. 64)
16. Communication from Councilmember Litten regarding St. Edward High School 2015 Football State Championship. (Pg. 73)
17. **RESOLUTION NO. 8859-16** – A RESOLUTION to honor the 2015 St. Edward High School Football Team for earning the Division 1 State Championship. (Pg. 74)
18. Communication from Councilmember Nowlin regarding Appointment to Citizens Advisory Committee. (Pg. 75)
19. Communication from Councilmember O'Malley regarding Resolution Opposing the Trans-Pacific Partnership (TPP) Agreement. (Pg. 76)
20. **RESOLUTION NO. 8860-16** – A RESOLUTION Opposing the Trans-Pacific Partnership Agreement (TPP) (Pg. 77)
21. Communication from Mayor Summers regarding Mayoral Commission Appointments. (Pg. 79)
22. Communication from Law Director Butler regarding Volunteer Peace Officer's Dependent Fund Board. (Pg. 80)
23. **RESOLUTION NO. 8861-16** – 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, creating the Volunteer Peace Officer Dependent Fund Board for the purpose of assisting in the review and determination of validity of claims made under the Volunteer Peace Office Dependent Fund established by ORC Chapter 143 for death or disability of a volunteer peace officer, and naming two appointees to the board. (Pg. 81)
24. Communication from City Engineer Papke regarding Council Resolution – Encapsulation of the Sanitary Sewer Line over IR-90 just west of SR 237. (Pg. 83)
25. **RESOLUTION NO. 8862-16** – 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 Mayor, on behalf of the City of Lakewood, to enter into an agreement to accept approximately \$400,000 from the Ohio Department of Transportation for the encapsulation of the sanitary sewer line over IR-90 just west of SR-237. (Pg. 84)
26. Communication from Human Resources Director Yousefi regarding Salary Ordinance Correction. (Pg. 97)

27. **ORDINANCE NO. 32-15A** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of council to take effect and be in force at the earliest period allowed by law, to amend Ordinance No. 32-15, adopted November 2, 2015, to provide for creating positions and rates of pay for full-time and certain part-time annual salaried employees and hourly rate employees not covered by a collective bargaining agreement in the several departments, divisions and offices for the City of Lakewood, including the Chief of Fire, Chief of Police and Civil Service Commissioners. (Pg.98)
28. Communication from Planning & Development Director Siley regarding leasing of space in the Community Health Center. (Pg. 100)
29. **RESOLUTION NO. 8863-16** – 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 Mayor, to enter into a lease agreement with The Cleveland Clinic Foundation for the lease of the real property located at 1450 Bell Avenue, Suite 300, also known as the community Health Center. (Pg. 101)
30. Liquor Permit Application For D5F & D6 transfers to Cleveland Metro Park; 1500 Scenic Park Drive from Emerald Necklace Marina. (Pg. 136)



REFERRED TO COMMITTEE OF THE WHOLE
1/4/16. DEFERRED 1/19/16.
2/1/16, 2/16/16. Deferred 3/7/16.

RESOLUTION NO. 8840-16

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, appointing _____ to a position on the Civil Service Commission for the term beginning January 1, 2016 and ending December 31, 2018.

WHEREAS, the end of a term has caused a vacancy on the Civil Service Commission beginning January 1, 2016, in a seat occupied by a Council appointee, thus requiring an appointment to the commission; and

WHEREAS, Article XI, Section 1 of the Second Amended Charter of the City of Lakewood provides that Council shall appoint one elector of the City who is not an officeholder or employee of the City to the Civil Service Commission; and

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

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Council appoints _____ to a position on the Civil Service Commission for the term beginning January 1, 2016 and ending December 31, 2018.

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

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

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

First Reading & referred to the
Committee of the Whole and Planning
Commission 1/19/16.
Second Reading 2/1/16. Referred 3/7/16.

ORDINANCE NO. 2-16

BY:

AN ORDINANCE to amend various sections within Chapter 1329, Signs, of the Codified Ordinances of the City of Lakewood and other sign-related sections in order to update the code.

WHEREAS, in July 2015 the U.S. Supreme Court issued a decision in *Reed v. Gilbert*; and

WHEREAS, the Court for the first time has ruled that a sign code which categorically regulates signage and that requires the content of the sign to be read to determine the category of sign as content-based regulation and, therefore, unconstitutional under the First Amendment; and

WHEREAS, Lakewood's current sign code may fall within this prohibited regulation on speech as interpreted by the U.S. Supreme Court in the *Reed* case; and

WHEREAS, updates are required to insure that Lakewood maintains reasonable regulations of signage within the community without violating First Amendment rights; and

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Chapter 1329, Signs, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

CHAPTER 1329
Signs

1329.01 INTENT.

- (a) Sign regulations, including provisions to control the type, design, size, location, illumination and maintenance thereof, are established in order to achieve, among others, the following purposes:
 - (1) To promote attractive and maintain high value residential districts by permitting only nameplates, bulletin boards and signs related to the develop, rental or sale of properties in such districts;
 - (2) To provide reasonable, yet appropriate, conditions for identifying and advertising goods sold or services rendered in business districts by relating the size, type and design of signs to the type and size of establishments;
 - (3) To provide for appropriate signs for the identification and encouragement of industrial development;

- (4) To control the design of signs so that their appearance will be aesthetically harmonious with their surroundings and an overall urban design for the area;
- (5) To eliminate any conflict between advertising (or identification) signs and traffic control signs which would be hazardous to the safety of the
- (b) In establishing these objectives the City has determined that, clearly articulated regulations and design standards will effectively promote high quality signs that enhance the appearance, function and character of the community. All signs not conforming with the provisions of this chapter are hereby declared a nuisance. It is further declared that the regulations contained in this chapter are the minimum regulation necessary to abate the nuisance and to achieve the purposes of this chapter.

1329.02 ESTABLISHING REGULATIONS.

- (a) Signs shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design, size, location, illumination and other provisions set forth in this chapter.
- (b) The construction, erection, safety and maintenance of all signs shall be in accordance with the City Building Code. The provisions of this chapter shall not amend or in any way interfere with other codes, rules or regulations governing traffic signs within the City.

1329.03 CLASSIFICATION OF SIGNS.

- (a) "Sign" means any display, figure, painting, drawing, placard, poster or other device visible from, or on, a public way which is designed, intended or used to convey a message, inform or direct attention to a person, institution, organization, activity, place, object or product, but does not include show window or interior displays. It may be a structure or part thereof painted on or attached directly or indirectly to a structure.
- (b) Classification by Functional Type.
 - (1) "Billboard" means a sign which is primarily intended to direct attention to a specific business, product, service, entertainment or any other activity sold, offered or conducted elsewhere than upon the same lot or premises on which the sign is located and which may, subject to the provisions of this chapter, contain noncommercial message.
 - (2) "Bulletin board" means a sign which if primarily intended to advertise the name of the business or establishment, the goods or commodities sold and/or brand names thereof, or services rendered on the lot or premises which the sign is located and which may, subject to the provision of this chapter, contain noncommercial messages. The terms "advertising" and "brand names" distinguish business signs from identification signs.
 - (3) "Business sign" means a sign which is primarily intended to advertise the name of the business establishment, the good or commodities sold and/or brand names thereof, or services rendered on the lot or premises which the sign is located and which may, subject to the provisions this chapter,

contain non-commercial messages. The terms "advertising" and "brand names" distinguish business signs from identification signs.

- (4) "Development sign" means a sign directing attention to the promotion, development or construction of a building or subdivision on the parcel of land on which the sign is located.
- (5) "Directional sign" means a sign indicating the direction to which attention is called either on the lot on which the sign is located or which directs attention to another location.
- (6) "Identification sign" means a sign which is primarily intended to indicate the name, owner, manager and/or address of an existing building or business and which may, subject to the provision of this chapter, contain noncommercial messages.
- (7) "Informational sign" means a sign which is primarily intended to give general information to the public concerning the location of places for lodging, vehicle service, time, weather, historic sites, areas of natural scenic beauty or outdoor recreation facilities and similar information and which may, subject to the provision of this chapter, contain noncommercial messages.
- (8) "Nameplate" means a sign indicating the name, address or profession of the person or persons occupying the lot or part of a building.
- (9) "Real estate sign" means a sign directing attention to the promotion, development, construction, rental, sale or lease of property on which it is located.
- (10) "Temporary sign" means a sign of any type to announce special events or sales, to announce the sale, lease or rental of property and designed to be used for a period of time up to sixty days, but not to include a bulletin board.
- (11) "Changeable copy sign" means a sign or any portion thereof where the message or graphics is not permanently affixed to the structure, framing or background and may be periodically replaced or covered over, manually or by electronic mechanical devices.
- (12) "Mural sign" means a sign painted or applied to an exterior wall of a buildings and used for primary business identification purposes and does not contain any other advertising of products or services.
- (13) "Pennant sign" means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string usually in a series, designed to move in the wind.
- (14) "Lighter-than-Air sign" means a sign that is either expanded to its full dimensions, or supported by gasses contained within the sign, or sign parts, at pressure greater than atmospheric pressure.
- (15) "Streamer or Wind sign" means any sign designed to move in the wind that is not specifically a pennant or lighter-than-air sign.

(16) "Electronic Reader Board sign" means a Sign designed to display a message or graphics electronically produced.

(c) Classification by Structural Type.

(1) "Canopy sign" means a sign attached to the underside of the canopy at a ninety degree angle to the street, intended for pedestrian visibility.

(2) "Ground sign" means a freestanding sign which has a supporting base designed as an integral part of the sign and resting totally or primarily on the ground.

"Off-Premises sign" means any sign that is not located on the property to which it is associated, or located on a property without the consent of the owner of the property.

(3) "Pole sign" means a sign that is supported wholly by a pole or poles and designed so as to permit pedestrian or vehicular traffic there under.

(4) "Portable sign" means a sign that is designed to be portable and is not permanently attached to any part of a building.

(5) "Projecting sign" means a sign erected on the outside wall of a building and which projects out at an angle there from.

(6) "Roof sign" means a sign erected upon and completely over the roof of any building.

(7) "Wall sign" means a sign integral with the exterior face of an exterior wall of a building, or attached to the wall or parallel with the wall and projecting not more than twelve inches there from.

(8) "Window sign" means a sign painted, attached or affixed to the interior surface of windows or doors of a building or are affixed inside the building within 24" of the interior window surface and visible from the public right of way.

(9) "Awning sign" means a sign painted, attached, embossed or affixed to a fixed or retractable awning.

(10) "Mural signs" means a sign painted on or applied to an exterior wall surface of the of a building.

1329.04 MEASUREMENT STANDARDS.

The size of signs is regulated in this chapter by relating the gross area of signs to the building or use of a lot, or the size of the building unit to which the sign is accessory.

(a) The gross area of signs for a building or use shall include all permanent surfaces visible from a public way and shall be measured for all signs except projecting or pole signs as follows:

(1) The area of the surface, or surfaces of an opaque or translucent panel used or intended for displaying a message; plus

- (2) The area within the smallest rectangle enclosing a sign composed of letters or characters which are individually attached to a building wall or other structural element not designed as a panel; plus
- (3) The area of permanent window and door signs.
- (b) Whenever the gross area of the signs are related to the size of the building or lot: the frontage of a building shall be the width of the façade of the building, business, office, or industrial unit which faces the principal street, or the façade containing the main entrance of a business office, or industrial building.
- (c) Buildings or lots having frontage on a second street or a secondary entrance to a parking area may be permitted additional signs along such secondary streets which shall, however, not exceed twenty-five percent (25%) of the area of the signs permitted along the main facades.
- (d) Projecting or Pole Signs. The area of any double or multi-faced sign shall have only one face, the largest one should the faces differ in size, counted in calculating the area of the sign, and the measurable area shall be the entire area within a single, continuous perimeter composed of square or rectangles which enclose the extreme limits of the advertising message.
- (e) Mural signs. Shall not exceed 100 square feet in area.

1329.05 DESIGN STANDARDS.

Signs, as permitted in all use districts, shall be designed to be compatible in character and style with regard to materials, color and size of the building, other signs designed or located on the same building, and other signs adjoining buildings in order to produce an overall unified effect, and in accordance with the standards set forth in this section. Signs shall be reviewed with respect to each of the provisions of this section and shall require approval by the Board of Building Standards.

- (a) Continuity. Signs shall be considered in relationship to their surrounding environment and, if seen in series, should have a continuity of design.
- (b) Style and Color. The style of a sign shall be generally consistent throughout the particular building or block involved; the color of signs shall be a component of the color of the building façade and the total number of colors on a sign shall be limited to four unless otherwise permitted by the Board of Building standards.
- (c) Lettering. The lettering on a sign shall be large enough to be easily read, but not overly large or out of scale with the building upon which it is placed. An excessive amount of information on signs, where visual clutter could create a potential safety hazard to motorists or pedestrians, shall not be permitted.
- (d) Materials. Signs shall be fabricated on and of materials which are of good quality, good durability and complementary to the building of which they become a part. When noncombustible outdoor signs or display structures are required by this chapter, all parts including the supporting structures shall be of noncombustible material; provided, however, that wood,

approved plaster, or other material not more than combustible than wood or approved plastic shall be permitted in the following locations:

- (1) For small ornamental moldings, caps, nailing strips, individual letters, symbols, figures and insignia.
- (2) On the face of a sign, provided that the aggregate area of such facing for any sign shall not exceed 100 square feet.
- (e) Structural Design. Any graphic, other sign structure, marquee, canopy or awning as defined in this chapter, shall be designed and constructed to withstand a wind pressure of not less than thirty pounds per square foot of net surface area, allowing for wind from any direction, and shall be constructed to withstand loads as required in the American Standards Association Standard A60.1, as amended and as provided herein. Signs shall not be attached to parapets.
- (f) Canopy Signs. A canopy sign is a sign attached to the underside of the canopy at a ninety degree angle to the street, intended for pedestrian visibility. The vertical dimension of the sign shall not exceed twelve inches and the lowest structural member shall be not less than eight feet above sidewalk grade. The location, design, and installation of canopies are subject to the approval of the Board of Building Standards.
- (g) Ground Signs. Shall not extend higher than ten feet above the finished grade. Permanent ground signs shall not be located within the required front and side yards unless approved by the Board of Building Standards. The base of ground sign shall be required to have landscaping as approved by the Board of Building Standards.
- (h) Mural Signs. May be permitted in the C1, C2 and C3 Districts only in cases where innovative design is demonstrated subject to review and approval by the Board of Building Standards.
- (i) Pole Sign. Existing pole signs may be refaced as long as the cabinet, pole or structure is not modified in anyway. Any such modification other than refacing the cabinet requires removal of the pole sign.
- (j) Projection Signs. May be permitted in the C1, C2,C3, MUOD Districts only in cases where innovative design is demonstrated and where no potential safety hazard to motorists or pedestrians is created.. Projecting signs shall not project any further than twenty-four inches from a vertical line projected from the curb. No sign projecting over public property shall swing from any bar, crane, swing or other sign.
- (k) Wall or Panel Signs. Shall not Project more than twelve inches from the building wall to which it is attached and shall be set back from the end of the building and party wall lines for a distance of at least eighteen inches and shall not project beyond any corner or above the coping or eaves of any building.
- (l) Vertical Clearance. The lowest member for all signs which project or are supported on posts shall be not less than eight feet above the finished grade of a sidewalk or any other pedestrian way; and, if located over a pavement used for vehicular traffic or within twenty-four inches of the vertical

projection of the edge of such pavement, the lowest member of the signs shall be not less than sixteen feet above the finished pavement.

- (m) Relation to Traffic Devices. Signs shall not be erected so as to obstruct sight lines along any public way, traffic control lights, street name signs at intersections, or street sight lines or signals at railroad grade crossings. Signs visible from the sight lines along a street shall not contain an arrow or words such as "stop", "go", "slow", etc., and the movement, content, coloring or manner of illumination shall not exceed twelve inches.
- (n) Awning Signs. One awning sign shall be permitted. The total area of one face of the sign shall not exceed six square feet and the vertical dimension of the sign shall not exceed twelve inches. The location, design, and installation of awnings are subject to the approval of the Board of Building Standards.
- (o) Changeable Copy Signs/Electronic Reader Boards. Shall comply with all other regulations of this chapter including the design standards in this section, and the provisions for application for permits in Section 1329.12.

When reviewing the proposed sign, the Board of Building Standards shall consider and establish the standards applicable for the changeable copy which may include, but are not limited to: determining the portion of the sign permitted for changeable copy; determining the suitable material and method for making changes and the manner for fastening the new copy; and establishing the color and design criteria. Electronic reader board signs cannot flash, blink, scroll or strobe and are permitted to change copy once per hour. These standards shall be set forth in the sign permit and shall apply for the life of the sign unless otherwise amended by the Board according to Section 1329.12.

- (q) Comprehensive Sign Plan. As part of a comprehensive rehabilitation or redevelopment of a commercially zoned site or building, the Board of Building Standards may approve special sign standards for a property as follows:
 - (1) The proposed sign program applies to all current and future building tenants and standardized the location, size and type of all wall, door and window signs.
 - (2) The proposed sign program is requires high quality materials, innovative design and uses little or no internally illuminated signage.
 - (3) The Board may increase the amount of signage permitted for the property, provided the condition of 1 and 2 above are met, and permit more than the standard square footage allowed per sign without requiring variances for each sign.
 - (4) The proposed sign program approvals assigns the sign criteria for the property all tenants must confirm to those requirements at all times.

1329.06 ILLUMINATION OF SIGNS.

- (a) Light sources to illuminate signs shall be shielded from all adjacent residential buildings and streets and shall not be of such brightness so as to

cause glare hazardous to pedestrians or motorists or so as to cause reasonable objection from adjacent residential districts.

- (b) All signs in commercial, industrial, and residential districts may be illuminated. Parking lots and automotive sales lots shall be illuminated in accordance with the provisions of this section.
- (c) Flashing or moving illumination shall not be permitted in any district within the City.

1329.07 SIGNS: RESIDENTIAL DISTRICTS.

Accessory signs shall be permitted in the R-1L, R-1M, R-1H, L and R-2 Districts pursuant to the regulations of the Planning and Zoning Code, Chapters 1121, 1123, 1125 and 1127 or the same as shall be amended from time to time.

1329.08 SIGNS: APARTMENT ML AND MH DISTRICTS.

Accessory signs in Apartment ML and MH Districts shall be designed, erected, altered, moved and maintained, in whole or in part, in accordance with these regulations. The types of signs permitted as to use, structure, size and number for each building or lot shall be regulated as follows:

- (a) Bulletin Boards. One bulletin board not exceeding twenty square feet in area or five feet in height may be located on the premises of a public, charitable or religious institution but not less than fifteen feet from a street right-of-way line; indirect illumination shall be permitted.
- (b) Development Signs. One development sign not exceeding fifty square feet in area and ten feet in height shall be permitted on the lot which a building is under construction. Signs shall be removed on the issuance of a final occupancy permit or one year after the permit is issued, whichever date occurs first.
- (c) Directional Signs. Two directional signs each not exceeding two square feet in area shall be permitted on any building or lot, but not less than five feet from any lot or street right-of-way line.
- (d) Identification Signs. One wall or ground identification sign not exceeding eight square feet shall be permitted, provided the wall sign is located on the street side of a multiple family building and provided any ground sign located in front of the setback line has received approval from the Board of Building Standards.
- (e) Real Estate Signs. One temporary double face freestanding or wall sign advertising the sale, lease or rental of the premises or part of the premises on which the signs are displayed, not exceeding five square feet in area, shall be permitted for each lot.
- (f) Canopy Signs. One canopy sign shall be permitted. The total area of one face of the sign shall not exceed five square feet and the vertical dimension of the sign shall not exceed twelve inches and the lowest structural member shall not be less than eight feet from the sidewalk grade.

- (g) Awning Signs. One awning sign shall be permitted. The total area of one face of the sign shall not exceed six square feet and the vertical dimension of the sign shall not exceed twelve inches.
- (h) Billboard and Portable and Roof Signs. Billboards, portable signs and roof signs shall not be permitted in the ML and MH zoning districts unless permitted by specific provisions of this chapter.

1329.09 SIGNS: COMMERCIAL, OFFICE C1; COMMERCIAL, RETAIL C2; COMMERCIAL GENERAL BUSINESS C3 DISTRICTS; COMMERCIAL, PUBLIC SCHOOL C4.

Accessory signs in the Commercial, Office C1; Commercial, Retail C2; General Business C3 Districts be designed, erected, altered, moved and maintained, in whole or in part, in accordance with these regulations.

- (a) Functional Types Permitted. Business signs, changeable copy signs, development signs of a temporary nature, directional signs, electronic reader board signs, identification signs, informational signs, nameplates, political signs, real estate signs, temporary signs, mural and bulletin boards on the lots of public or semipublic institutions.
- (b) Structural Types Permitted. Awning, canopy, ground, wall, mural, window signs. Projecting signs may be permitted if approved by the Board of Building Standards.
- (c) Maximum Area and Number Permitted.
 - (1) Maximum sign face area. The maximum sign face area of all permanent signs permitted for each separate use occupying a building or unit of a building shall be related to the frontage of the building or unit thereof, as determined by the following formula:

Maximum sign face area = (W x 1.5) square feet, except that the total in all cases shall not exceed 120 square feet.

The elements of such formula being defined as follows:

“Maximum sign face area” means the total area of one surface of a permanent sign as defined in Section 1329.04 (a).

“W” means the frontage of a building as defined in Section 1329.04(b).

- (2) Bulletin boards. One bulletin board not exceeding thirty square feet in area or eight feet in height may be located on the premises of a public charitable, or religious institution, but not less than fifteen feet from a street right-of-way line; indirect illumination shall be permitted.
- (3) Canopy signs. A sign attached to the underside of the canopy at a ninety degree angle to the street, intended for pedestrian visibility. The total area of one face of the sign does not exceed five square feet, the vertical dimension of the sign does not exceed twelve inches, and the lowest structural member is not less than eight feet above the sidewalk grade.
- (4) Development signs. One temporary development sign not exceeding fifty square feet in area and ten feet in height shall be permitted on the lot upon

which a building is under construction. Signs shall be removed on the issuance of a final occupancy permit or one year after the period is issued, whichever date occurs first.

- (5) Directional signs. Two directional signs each not exceeding two square feet in area shall be permitted on any building or lot, but not less than five feet from any lot or street right-of-way line.
 - (6) Ground signs. One ground sign not to exceed forty square feet in area and the top of the sign shall not exceed ten feet in height above the sidewalk grade.
 - (7) Informational signs. One informational ground sign not exceeding six square feet in sign face area may be permitted on any lot, but not less than five feet from any lot or street right-of-way line.
 - (8) Nameplates. One nameplate, not exceeding one square foot in area for each store or office unit in the building, but not exceeding a total of eight nameplates per building, shall be permitted.
 - (9) Real estate signs. One temporary double face freestanding or wall sign advertising the sale, lease or rental of the premises or part of the premises on which the signs are displayed, not exceeding five square feet, shall be permitted.
 - (10) Projecting signs. May be permitted in cases where innovative design is demonstrated and where no potential safety hazard to motorists or pedestrians is created, subject to review and approval by the Board of Building Standards.
 - (11) Awning signs. One awning sign shall be permitted. The total area of one face of the sign shall not exceed six square feet and the vertical dimension of the sign shall not exceed twelve inches.
 - (12) Window signs. All window signage including business identification, merchandise signs, temporary signs shall be equal to or less than 15% of the total storefront window area square footage.
- (d) Supplementary Area and Location Standards.
- (1) Side and rear entrances. In cases where the office or business building has an entrance from the side street of a corner lot or has a back entrance from a parking lot open to the public, additional sign area equal to twenty-five percent (25%) of that permitted on the front of the building may be used over such entrance.
 - (2) Shopping center identification signs. In addition to the sign face area permitted for each individual establishment, one shopping center sign identifying the name and/or logo of a unified shopping area in the C1, C2, C3 Districts may be permitted, subject to review and approval by the Board of Building Standards. Shopping center signs shall not exceed forty square feet in area and may be either a ground or pole signs, subject to the regulations governing such sign.

- (3) Vacant lots. Each vacant lot is permitted a maximum sign area of fifty square feet, limited to a ground sign which shall be located no closer to any street than the required building setback line.
- (4) One sign per building face. Notwithstanding the provision of this section, each business shall be permitted a maximum of one sign on any single building face for the building, or the portion of the building, in which the business is located; provided that this limitation shall not apply to directional signs, nameplates or real estate signs, or to a second noncommercial sign which shall not exceed five square feet
- (e) Portable Signs, Roof Signs, Billboards, Pole Signs, Streamers, Pennants, Lighter-Than-Air-Objects, Off-Premises and Wind Signs. Portable signs, roof signs, billboards, pole signs, streamers, pennants, lighter-than-air objects, off-premises and wind signs, shall not be permitted in the C1, C2, C3 zoning districts unless permitted by specific provisions of this chapter.
- (f) Regulations for Billboards.
 - (1) Existing Billboards may be retained, but only the sign area may be modified. Any change to the structure, frame or support are not permitted. If such a change is necessary, the billboard must be removed and cannot be replaced.

1329.10 SIGNS: INDUSTRIAL I DISTRICT.

Accessory signs in the Industrial I District shall be designed, erected, altered, moved and maintained in whole or in part, in accordance with these regulations. The requirements of the Industrial District shall be the same as the requirements of the C1, C2 and C3 Districts specified in Section 1329.09, except as otherwise stated herein.

- (a) Functional Types Permitted. Development signs of a temporary nature, directional signs, identification signs and real estate signs.
- (b) Structural Types Permitted. Ground, pole and wall signs.
- (c) Maximum Sign Face Area. The maximum sign face area of all permanent signs permitted for each separate use occupying a building or unit of a building shall be related to the frontage of the building or unit thereof, as determined by the following formula:

Maximum sign face area = W x 3 square feet, except that the total in all cases shall not exceed 100 square feet.

The elements of such formula being defined as follows:

“Maximum sign face area” means the total area of one surface of a permanent sign as defined in Section 1329.04(a).

“W” means the frontage of a building as defined in Section 1329.04(b).

- (d) Portable Signs, Roof Signs, Billboards, Pole Signs, Streamers, Pennants, Lighter-Than-Air Objects and Wind Signs. Portable signs, roof signs, billboards, pole signs streamers, pennants, lighter-than-air objects and wind

signs shall not be permitted in the I Zoning districts unless permitted by specific provisions of this chapter.

- (e) Vacant Lots; Signs Permitted. Each vacant lot is permitted a maximum sign area of fifty square feet, limited to a ground sign which shall be located no closer to any street than the required building setback line.

1329.11 SIGN SCHEDULES.

Schedule A

**CITY OF LAKEWOOD
PERMITTED NUMBER, SIGN AREA AND FUNCTIONAL TYPES
BY ZONING DISTRICT**

	1329.07 ⁽¹⁾ Residential	1329.08 ⁽²⁾ Apartment	1329.09 ⁽³⁾ Commercial	1329.10 ⁽⁴⁾ Industrial	Height Limit	Setback from ROW	Additional Req.
Permanent Sign Area (total)			(W x 1.5)	(W x 3)			120 sq. ft. max
Awning		(1) 6 sq. ft.	(1) 6 sq. ft.				
Billboard			(1) 40 sq. ft.	(1) 40 sq. ft.	16 feet	50 feet	See Sections 1329.09(f) and 1329.10(f)
Bulletin Board	See Zoning Code	(1) 20 sq. ft.	(1) 30 sq. ft.		5-8 feet	15 feet*	
Business			Formula above		Below roof	Bldg. face	See sign area formula
Canopy		(1) 5 sq. ft.	(1) 5 sq. ft.				
Development		(1) 50 sq. ft.	(1) 50 sq. ft.	(1) 50 sq. ft.	10 feet	15 feet*	Must be temporary
Directional		(2) 2 sq. ft.	(2) 2 sq. ft.	(2) 2 sq. ft.		5 feet*	
Identification		(1) 8 sq. ft.	Formula above	Formula above	10'- grnd 15'- pole	Bldg. face	
Informational			(1) 6 sq. ft.			5 feet*	
Nameplate	See Zoning Code		(1) 1 per unit			Bldg. face*	8 max in C1, C2, C3 districts
Real Estate	See Zoning Code	(1) 5 sq. ft.	(1) 5 sq. ft.	(1) 5 sq. ft.		10 feet*	Must be temporary
Side Street			25% of front		Below roof	Bldg. face	
Shopping Center			(1) 40 sq. ft.		10'- grnd 16'- pole	15 feet*	Special approval. Identification only.

*Ground and pole signs shall not be located within required front and side yards unless approved by the Board of Building Standards. (Ord. 25-96. Passed 10-7-96.)

- (1) – Residential (R-1L, R-1M, R-1H, R2, Lagoon)
 (2) – Apartment (ML, MH)
 (3) – Commercial (C1, C2, C3, C4)
 (4) – Industrial (I)

Schedule B

**CITY OF LAKEWOOD
PERMITTED STRUCTURAL SIGN TYPES**

**BY FUNCTIONAL TYPES
STRUCTURAL TYPES**

	Canopy	Ground	Pole	Portable**	Projecting	Roof**	Wall	Window
Billboard							X	
Bulletin Board		X				X		
Business	X				See note*		X	X
Development		X						
Directional		X					X	
Identification	X	X	X		See note*		X	X
Informational		X						
Nameplate	X	X			See note*		X	X
Real Estate		X					X	X
Side Street					See note*		X	
Temporary							X	X
Shopping Center		X	X					

*Projecting signs require special approval by the Board of Building Standards.

**Roof signs and portable signs are not permitted in any district.

(Ord. 52-85. Passed 9-3-85.)

1329.12 APPLICATION FOR PERMITS.

Application for permits to erect, place, paint, illuminate or alter a sign shall be made by the owner or owner's agent of the property for which a sign is proposed. The application shall be submitted on forms furnished by the City and shall be made either separately or with the application for a building permit. The fee for a sign permit shall be established by separate ordinance.

- (a) In all use districts, a sign permit shall be required for all permanent signs which exceed three square feet in area.
- (b) A description of the application procedure and graphic illustration of required information is outlined in the City of Lakewood "Sign Review" handbook. Each application shall be accompanied by drawings to scale and photographs, showing the following:
 - (1) The design and layout proposed, including the total area of signs, the size, height, character, materials, colors and type of lettering or other symbols.
 - (2) Photographs or drawings of the building for which the signs are proposed and photographs of surrounding buildings, signs and uses.
 - (3) The number and types of lamps and lens material to be used in any illuminated signs.
 - (4) The exact location of the sign in relation to the building and property.

- (5) Details and specifications for construction, erection and attachment as may be required by the Building Code.
- (c) A sign permit is applicable only to the specific sign for which it is granted. Once a sign permit is granted, no temporary or permanent signs shall be attached or added to the given sign.
- (d) All signs shall be approved by the Board of Building Standards. However, the Building Commissioner is authorized to issue canopy, wall, window and awning signs, as defined in Section 1329.03(c)(1), (7), (8) and (9), without additional Board approval, for any structure that has been previously reviewed by the Board of Building Standards / Architectural Board of Review, where a building standard for uniform signage has been established for two or more retail, mercantile or other business occupancies and where the new signage is in conformity with the general plan for the building and complies with all other applicable sections of this chapter.
- (e) The Building Commissioner may issue permits for temporary signs, as defined in Section 1329.03(b)(10), not to exceed four permits to an applicant relative to a specific sign per twelve-month period.
- (f) The repainting of existing signs the same color, size and message shall be considered maintenance, and no permit shall be required.

1329.13 MAINTENANCE AND REMOVAL OF SIGNS.

All signs, canopies and awnings shall be kept and maintained in good repair to preserve safe, clean and orderly condition and appearance.

Signs which no longer serve the purpose for which they were intended, or which have been abandoned or are not maintained in accordance with this chapter and other applicable regulations of the City shall be removed by the latest permit holder or by the City at the expense of such permit holder.

Whenever the removal or maintenance of any sign has been ordered by the Building Commissioner, the person, firm or corporation who erected such sign or on whose premises such sign or display structure has been erected, affixed or attached shall remove or maintain such sign within forty-eight hours after receiving such notice. In the event of noncompliance, the Commissioner may remove or cause to be removed or maintain such sign at the expense of the person, firm or corporation who erected such sign or on whose premises it was erected, affixed or attached; each such person, firm or corporation shall be individually and separately liable for the expense incurred in the removal of such sign.

1329.14 GENERAL CONDITIONS AND MATERIALS.

- (a) Allowable Stress. All materials used in structural elements of outdoor signs or display structures, and the allowable stresses for such materials, shall be in conformity with the applicable provisions of this chapter. The allowable stresses in chains, cables and guy rods and their fastenings shall not exceed one-fourth their ultimate strength.
- (b) Noncombustible Signs. When noncombustible outdoor signs or display structures are required by this chapter, all parts including the supporting structure shall be of noncombustible material; provided, however, that

wood, approved plastic or other material not more combustible than wood or approved plastic shall be permitted in the following locations:

- (1) For small ornamental moldings, caps, nailing strips, individual letters, symbols, figures and insignia;
 - (2) On the face of a sign, provided that the aggregate area of such facing for any sign shall not exceed 100 square feet or for a group of signs shall not exceed 200 square feet; and
 - (3) For posts, braces and latticing on ground signs whose total height is not more than twenty feet above grade level and when specifically approved by the Building Official.
- (c) Combustible Signs. No material more flammable or combustible than wood or approved plastic shall be used in any permitted combustible sign. No combustible sign shall be illuminated by other than the reflector method of electric lighting and all parts of reflectors shall be of noncombustible material.
- (d) Tests for Approved Combustible Plastics. Approved combustible plastic is any plastic material more than 0.050 inch thick which when tested for flammability in sheets 0.060 inch thick in accordance with ASTM D 635 does not burn at a rate exceeding two and one-half inches per minute.
- (e) Use of Approved Combustible Plastics. Approved combustible plastics shall not be used in positions where they shall be subject to temperatures in excess of 140° F unless they have been approved for higher temperatures by the Board of Building Standards.
- (f) Glass in Projecting Signs. Glass in projecting signs shall be used only to such extent and in such manner that no hazard shall be created thereby, and then only if specifically approved by the Building Official.
- (g) Attachment of Projecting Signs.
- (1) Materials. All anchorage, chains, cables or rods supporting or bracing projecting signs shall be of a noncorrosive material or protected in a manner acceptable to the Building Official. The dead load and the loads due to wind pressure shall be supported by structural shapes, chains, cables, or guy rods. Lateral supports shall be spaced not more than eight feet apart. Turnbuckles or other approved means of adjustment shall be placed in all chains, cables or rods supporting or bracing projecting signs.
 - (2) Method. Complete information regarding the proposed method of support and attachment or projecting signs shall be submitted with the application for the permit. No staples or nails shall be used to secure any projecting sign to any building or other structure. No part of a projecting sign shall be supported from an unbraced parapet wall.

1329.15 NONCONFORMING SIGNS.

A sign which is nonconforming on the effective date of this chapter which does not conform with the regulations of this or a subsequent amendment, shall be deemed a nonconformity.

- (a) Statement Purpose. The purpose of this chapter, in addition to providing specific standards for the design, construction and erection of every new graphic, sign, marquee, canopy and awning is to cause every graphic or other sign in violation of any provision of this chapter to be removed, altered or replaced so as to conform with the provisions of this chapter.
- (b) Authority to Continue Existing Nonconformities. Any permanent graphic, sign, marquee, canopy or awning, as defined in Section 1329.03, other than a temporary sign, which is deemed to be a nonconformity, which was erected pursuant to a City permit and in place on the effective date of this chapter, and which remains or becomes a nonconformity upon the adoption of this chapter or any subsequent amendment thereto, may be continued only in accordance with the following regulations:
- (1) Repairs. Ordinary repairs and nonstructural alterations may be made to a nonconforming sign. No structural alterations shall be made in, to or upon such nonconforming sign, except those required by law to make the sign conform to the regulations of this chapter.
- (2) Additions and enlargements. A nonconforming sign shall not be added to or enlarged in any manner, except to make the sign conform to the regulation of this chapter.
- (3) Moving. No nonconforming sign shall be moved in whole or in part to any other location unless such sign, and the use thereof, is made to conform to all regulations of this chapter.
- (4) Restoration of damaged nonconforming signs. A nonconforming sign which is destroyed or damaged by fire or other cause to the extent that the cost of restoration will exceed sixty percent (60%) of the original cost of such sign, shall not be restored unless it is made to conform to all the regulations of this chapter, or any subsequent amendment thereto. In the event that such damage or destruction is less than sixty percent (60%) of the original cost of such sign, no repairs or construction shall be made unless such restoration is started within six months from the date of the partial destruction and is diligently pursued to completion.
- (5) Discontinuance of use of nonconforming signs. A nonconforming sign, the use of which is discontinued for a period of thirty days, shall thereafter conform to the regulations of this chapter.
- (6) Change of use of nonconforming signs. Where the business, use or identity associated with the nonconforming sign at the time of the adoption of this chapter, thereafter terminates or changes, such termination or change of use shall require termination of the nonconforming sign, and the use of such sign shall thereafter conform to the regulations of this chapter.
- (7) Conformance date. All graphics, signs, marquees, canopies and awnings rendered nonconforming by the provisions of this chapter and permitted to continue shall be removed, altered or remodeled to conform to the provisions of this chapter no later than January 1, 1985.
- (8) When a structure and/or use is nonconforming and the signage restrictions for the district in which it is located would cause hardship, the regulations of the district most compatible with the current and/or proposed use shall be used.

- (c) Any sign, graphic or numeral display embossed, etched, engraved or otherwise an integral part of the original building's masonry architecture which was in existence prior to the effective date of this subsection (c) may be continued provided such sign, graphic or numeral display is maintained as originally designed and intended.

1329.16 APPEAL PROCEDURE.

A variance from the strict application of the provisions of this chapter may be granted by the Board of Building Standards in regard to an existing nonconforming sign or a new sign to be installed, erected, constructed or painted, if the Board finds that requiring strict compliance with the provisions of this chapter may impose an undue hardship and that the granting of the variance from the provisions of this chapter will not depreciate or damage neighboring property, will not create a safety hazard and will not be contrary to the purposes of this chapter. The procedure for applying for variance and the hearing therein shall be the same as in cases involving zoning variances.

1329.99 PENALTY.

Any person, firm or corporation violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction shall be fined not more than two hundred dollars (\$200.00) for each offense. Each day that a sign is erected or maintained in violation of this chapter shall constitute a separate offense.

shall be and is hereby amended to read as follows:

CHAPTER 1329 Signs

1329.01 INTENT.

- (a) Sign regulations, ~~which including provisions to~~ control the type, design, size, location, illumination and maintenance thereof, are established in order to achieve, among others, the following purposes:
- (1) ~~To provide reasonable, yet appropriate, conditions for identifying and advertising goods sold or services rendered within the City by relating the size, type and design of signs to the type and size of establishments; to promote attractive and maintain high value residential districts by permitting only nameplates, bulletin boards and signs related to the develop, rental or sale of properties in such districts;~~
 - (2) ~~To provide reasonable, yet appropriate, conditions for identifying and advertising goods sold or services rendered in business districts by relating the size, type and design of signs to the type and size of establishments;~~
 - (3) ~~To provide for appropriate signs for the identification and encouragement of industrial development;~~
 - (4) ~~To control the design of signs so that their appearance will be aesthetically harmonious with their surroundings and an overall urban design for the area;~~
 - (5) ~~Promote pedestrian and traffic safety by minimizing sign hazards and obstructions;~~

~~(4) To promote attractive and maintain high value residential districts. To eliminate any conflict between advertising (or identification) signs and traffic control signs which would be hazardous to the safety of the motoring public or pedestrian.~~

(b) In establishing these objectives the City has determined that, clearly articulated regulations and design standards will effectively promote high quality signs that enhance the appearance, function and character of the community. All signs not conforming with the provisions of this chapter are hereby declared a nuisance. It is further declared that the regulations contained in this chapter are the minimum regulation necessary to abate the nuisance and to achieve the purposes of this chapter.

1329.02 ESTABLISHING REGULATIONS.

(a) Signs shall be ~~designed, erected, altered, reconstructed, moved and maintained,~~ in whole or in part, in accordance with the type, design, size, location, illumination and other provisions set forth in this chapter.

(b) The construction, erection, safety and maintenance of all signs shall be in accordance with the City Building Code. The provisions of this chapter shall not amend or in any way interfere with other codes, rules or regulations governing traffic signs within the City.

1329.03 CLASSIFICATION OF SIGNS.

(a) "Sign" means any display, figure, painting, drawing, placard, poster or other device visible from, or on, a public way which is designed, intended or used to convey a message, inform or direct attention to a person, institution, organization, activity, place, object or product, but does not include show window or interior displays. It may be a structure or part thereof painted on or attached directly or indirectly to a structure.

(b) Classification by Functional Type.

(1) ~~"Billboard" means a large sign or flat surface which is primarily intended to convey a message, to direct attention to a specific business, product, service, entertainment or any other activity sold, offered or conducted elsewhere than upon the same lot or premises on which the sign is located and which may, subject to the provisions of this chapter, contain noncommercial message.~~

(2) ~~"Bulletin board" means a sign which if primarily intended to advertise the name of the business or establishment, the goods or commodities sold and/or brand names thereof, or services rendered on the lot or premises which the sign is located and which may, subject to the provision of this chapter, contain noncommercial messages. The terms "advertising" and "brand names" distinguish business signs from identification signs.~~

(3) ~~"Business sign" means a sign which is primarily intended to advertise the name of the business establishment, the good or commodities sold and/or brand names thereof, or services rendered on the lot or premises which the sign is located and which may, subject to the provisions this chapter, contain non-commercial messages. The terms "advertising" and "brand names" distinguish business signs from identification signs.~~

(4) ~~"Development sign" means a sign directing attention to the promotion, development or construction of a building or subdivision on the parcel of land on which the sign is located.~~

- (5) ~~“Directional sign” means a sign indicating the direction to which attention is called either on the lot on which the sign is located or which directs attention to another location.~~
- (6) ~~“Identification sign” means a sign which is primarily intended to indicate the name, owner, manager and/or address of an existing building or business and which may, subject to the provision of this chapter, contain noncommercial messages.~~
- (7) ~~“Informational sign” means a sign which is primarily intended to give general information to the public concerning the location of places for lodging, vehicle service, time, weather, historic sites, areas of natural scenic beauty or outdoor recreation facilities and similar information and which may, subject to the provision of this chapter, contain noncommercial messages.~~
- (8) ~~“Nameplate” means a sign indicating the name, address or profession of the person or persons occupying the lot or part of a building.~~
- (9) ~~“Real estate sign” means a sign directing attention to the promotion, development, construction, rental, sale or lease of property on which it is located.~~
- (121) “Changeable copy sign” means a sign or any portion thereof where the message or graphics is not permanently affixed to the structure, framing or background and may be periodically replaced or covered over, manually or by electronic mechanical devices.
- (123) “Mural sign” means a sign painted or applied to an exterior wall surface of a buildings and used for primary business identification purposes and does not contain any other advertising of products or services.
- (134) “Pennant sign” means any lightweight plastic, fabric, or other material, ~~whether or not containing a message of any kind,~~ suspended from a rope, wire, or string usually in a series, designed to move in the wind.
- (145) “Lighter-than-Air sign” means a sign that is either expanded to its full dimensions, or supported by gasses contained within the sign, or sign parts, at pressure greater than atmospheric pressure.
- (156) “Streamer or Wind sign” means any sign designed to move in the wind that is not specifically a pennant or lighter-than-air sign.
- (167) “Electronic Reader Board sign” means a ~~Sign~~ sign designed to display a message or graphics electronically produced.
- (c) Classification by Structural Type.
- (1) “Canopy sign” means a sign attached to the underside of the canopy at a ninety degree angle to the street, intended for pedestrian visibility.
- (2) “Ground sign” means a freestanding sign which has a supporting base designed as an integral part of the sign and resting totally or primarily on the ground.
- (3) “Off-Premises sign” means ~~any sign~~ any sign that is not located on the ~~property to property to~~ which it is associated, or located on a property without the consent of the owner of the property.

- (43) "Pole sign" means a sign that is supported wholly by a pole or poles and designed so as to permit pedestrian or vehicular traffic there under.
- (54) "Portable sign" means a sign that is designed to be portable and is not permanently attached to any part of a building.
- (65) "Projecting sign" means a sign erected on the outside wall of a building and which projects out at an angle there from.
- (76) "Roof sign" means a sign erected upon and completely over the roof of any building.
- (87) "Wall sign" means a sign integral with the exterior face of an exterior wall of a building, or attached to the wall or parallel with the wall and projecting not more than twelve inches there from.
- (98) "A-Frame" means a self-supporting, portable sign with one or two faces that are adjoined at the top and displayed at an angle, which is not permanently anchored or secured and designed to be placed upon a private sidewalk, plaza or other area where pedestrians walk or gather.
- (10) "Temporary sign" means a sign of any type ~~to announce special events or sales, to announce the sale, lease or rental of property and designed to be used for a period of time up to sixty days, but not to include a bulletin board in which the construction material and support structure is not intended for permanent installation.~~
- (118) "Window sign" means a sign painted, attached or affixed to the interior surface of windows or doors of a building or are affixed inside the building within 24" of the interior window surface and visible from the public right of way.
- (912) "Awning sign" means a sign painted, attached, embossed or affixed to a fixed or retractable awning.
- (10) "Mural signs" means a sign painted on or applied to an exterior wall surface ~~of the of a building.~~

1329.04 MEASUREMENT STANDARDS.

The size of signs is regulated in this chapter by relating the gross area of signs to the building or use of a lot, or the size of the building unit to which the sign is accessory.

- (a) The gross area of signs for a building or use shall include all permanent surfaces visible from a public way and shall be measured for all signs except projecting or pole signs as follows:
- (1) The area of the surface, or surfaces of an opaque or translucent panel used or intended for displaying a message; plus
 - (2) The area within the smallest rectangle enclosing a sign composed of letters or characters which are individually attached to a building wall or other structural element not designed as a panel; plus
 - (3) The area of permanent window and door signs.

- (b) Whenever the gross area of the signs are related to the size of the building or lot: the frontage of a building shall be the width of the façade of the building, business, office, or industrial unit which faces the principal street, or the façade containing the main entrance of a business office, or industrial building.
- (c) Buildings or lots having frontage on a second street or a secondary entrance to a parking area may be permitted additional signs along such secondary streets which shall, however, not exceed twenty-five percent (25%) of the area of the signs permitted along the main facades.
- (d) Projecting or Pole Signs. The area of any double or multi-faced sign shall have only one face, the largest one should the faces differ is size, counted in calculating the area of the sign, and the measurable area shall be the entire area within a single, continuous perimeter composed of square or rectangles which enclose the extreme limits of the advertising message.
- (e) Mural signs. ~~Shall~~ Mural signs shall not exceed 100 square feet in area.

1329.05 DESIGN STANDARDS.

Signs, as permitted in all use districts, shall be designed to be compatible in character and style with regard to materials, color and size of the building, other signs designed or located on the same building, and other signs adjoining buildings in order to produce an overall unified effect, and in accordance with the standards set forth in this section. Signs shall be reviewed with respect to each of the provisions of this section and shall require approval by the Board of Building Standards.

- (a) Continuity. Signs shall be considered in relationship to their surrounding environment and, if seen in series, should have a continuity of design.
- (b) Style and Color. The style of a sign shall be generally consistent throughout the particular building or block involved; the color of signs shall be a component of the color of the building façade and the total number of colors on a sign shall be limited to four unless otherwise permitted by the Board of Building standards.
- (c) Lettering. The lettering on a sign shall be large enough to be easily read, but not overly large or out of scale with the building upon which it is placed. An excessive amount of information on signs, where visual clutter could create a potential safety hazard to motorists or pedestrians, shall not be permitted.
- (d) Materials. Signs shall be fabricated on and of materials which are of good high quality, ~~good-high~~ durability and complementary to the building of which they become a part. When noncombustible outdoor signs or display structures are required by this chapter, all parts including the supporting structures shall be of noncombustible material; provided, however, that wood, approved plaster, or other material not more than combustible than wood or approved plastic shall be permitted in the following locations:
 - (1) For small ornamental moldings, caps, nailing strips, individual letters, symbols, figures and insignia.

- (2) On the face of a sign, provided that the aggregate area of such facing for any sign shall not exceed 100 square feet.
- (e) Structural Design. Any graphic, other sign structure, marquee, canopy or awning as defined in this chapter, shall be designed and constructed to withstand a wind pressure of not less than thirty pounds per square foot of net surface area, allowing for wind from any direction, and shall be constructed to withstand loads as required in the American Standards Association Standard A60.1, as amended and as provided herein. Signs shall not be attached to parapets.
- (f) Canopy Signs. A canopy sign is a sign attached to the underside of the canopy at a ninety degree angle to the street, intended for pedestrian visibility. The vertical dimension of the sign shall not exceed twelve inches and the lowest structural member shall be not less than eight feet above sidewalk grade. The location, design, and installation of canopies are subject to the approval of the Board of Building Standards.
- (g) Ground Signs. Shall not extend higher than ten feet above the finished grade. ~~Permanent~~ Ground signs shall not be located within the required front and side yards unless approved by the Board of Building Standards. The base of ground sign shall be required to have landscaping as approved by the Board of Building Standards.
- (h) Mural Signs. May be permitted in the C1, C2 and C3 Districts only in cases where innovative design is demonstrated subject to review and approval by the Board of Building Standards.
- (i) Pole Sign. Existing pole signs may be refaced as long as the cabinet, pole or structure is not modified in anyway. Any such modification other than refacing the cabinet requires removal of the pole sign.
- (j) Projection Signs. May be permitted in the C1, C2, C3, MUOD Districts only in cases where innovative design is demonstrated and where no potential safety hazard to motorists or pedestrians is created.. Projecting signs shall not project any further than twenty-four inches from a vertical line projected from the curb. No sign projecting over public property shall swing from any bar, crane, swing or other sign, unless approved by the Board of Building Standards.
- (k) Wall or Panel Signs. Shall not Project more than twelve inches from the building wall to which it is attached and shall be set back from the end of the building and party wall lines for a distance of at least eighteen inches and shall not project beyond any corner or above the coping or eaves of any building.
- (l) Vertical Clearance. The lowest member for all signs which project or are supported on posts shall be not less than eight feet above the finished grade of a sidewalk or any other pedestrian way; and, if located over a pavement used for vehicular traffic or within twenty-four inches of the vertical projection of the edge of such pavement, the lowest member of the signs shall be not less than sixteen feet above the finished pavement.
- (m) Relation to Traffic Devices. Signs shall not be erected so as to obstruct sight lines along any public way, traffic control lights, street name signs at intersections, or street sight lines or signals at railroad grade crossings.

Signs visible from the sight lines along a street shall not contain an arrow or words such as "stop", "go", "slow", etc., and the movement, content, coloring or manner of illumination shall not exceed twelve inches.

- (n) Awning Signs. ~~One awning sign shall be permitted.~~ The total area of one face of the sign shall not exceed six square feet and the vertical dimension of the sign shall not exceed twelve inches. The location, design, and installation of awnings are subject to the approval of the Board of Building Standards.
- (o) Changeable Copy Signs. Shall comply with all other regulations of this chapter including the design standards in this section, and the provisions for application for permits in Section 1329.12.

When reviewing the proposed sign, the Board of Building Standards shall consider and establish the standards applicable for the changeable copy which may include, but are not limited to: determining the portion of the sign permitted for changeable copy; determining the suitable material and method for making changes and the manner for fastening the new copy; and establishing the color and design criteria. Changeable copy shall be text only and of a single color. Changeable copy signs may be digital for the purposes of displaying price, time, and/or temperature. The digital copy may not flash or change other than to reflect a change in status.

- (p) Electronic Reader Boards. Shall only be permitted as a part of Comprehensive Sign Plan as defined in 1329.06(q). Shall comply with all other regulations of this chapter including the design standards in this section, and the provisions for application for permits in Section 1329.12. When reviewing the proposed sign, the Board of Building Standards shall consider and establish the standards applicable for the electronic reader boards which may include, but are not limited to: determining the portion of the sign permitted for electronic reader boards; determining the suitable material and method for making changes and the manner for fastening the new copy; and establishing the color and design criteria. Electronic reader board signs cannot flash, blink, scroll or strobe and are permitted to change copy once per hour. The electronic reader board portion of signage must be a subordinate portion of proposed signage. These standards shall be set forth in the sign permit and shall apply for the life of the sign unless otherwise amended by the Board according to Section 1329.12.
- (q) Comprehensive Sign Plan. As part of a comprehensive rehabilitation or redevelopment of a commercially zoned site or building, the Board of Building Standards may approve special sign standards for a property as follows:
- (1) The proposed sign program applies to all current and future building tenants and standardized the location, size and type of all wall, door and window signs.
 - (2) The proposed sign program ~~is~~ requires high quality materials, innovative design and uses little or no internally illuminated signage.
 - (3) The Board may increase the amount of signage permitted for the property, provided the condition of 1 and 2 above are met, and permit more than the standard square footage allowed per sign without requiring variances for each sign.

- (4) The proposed sign program approvals assigns the sign criteria for the property all tenants must confirm to those requirements at all times.
- (r) A-Frame Signs. All signs shall be professionally manufactured, maintained in good repair, and no attachments to the signs are permitted. Construction of the sign shall be of professional quality and made of durable, weather resistant materials such as wood, steel, aluminum and PVC. Signs shall only be permitted on the public sidewalk in front of the business. Illumination is prohibited.

1329.06 ILLUMINATION OF SIGNS.

- (a) Light sources to illuminate signs shall be shielded from all adjacent residential buildings and streets and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists or so as to cause reasonable objection from adjacent residential districts.
- (b) All signs in commercial, industrial, and apartment ML and MH residential districts may be illuminated. ~~Parking lots and automotive sales lots shall be illuminated in accordance with the provisions of this section.~~
- (c) Flashing or moving illumination shall not be permitted in any district within the City.

1329.07 SIGNS: RESIDENTIAL DISTRICTS.

Accessory signs shall be permitted in the R-1L, R-1M, R-1H, L and R-2 Districts pursuant to the regulations of the Planning and Zoning Code, Chapters 1121, 1123, 1125 and 1127 or the same as shall be amended from time to time. Signage shall be in accordance with these regulations.

(a) Maximum Sign Area and Location

- (1) No sign shall exceed six (6) square feet in total area.
- ~~(2) No sign shall be displayed on any utility pole, or in any tree lawn or public right-of-way.~~

(b) Exemptions

- (1) This section does not apply to churches or schools existing as non-conforming uses in R1L, R1H, L, R2, ML, or MH Districts. Chapter 1329 of the Building Code shall govern signs on such premises.

- (2) Flags and signage with a total area that does not exceed one (1) square foot.

(c) Other Regulations

The Director of Public Works may remove any sign(s) posted on any utility pole, or in any tree lawn or public right-of-way. The Director of Public Works may determine the cost of removal and assess such costs to the person(s), business, organization, or entity that posted the sign(s).

1329.08 SIGNS: APARTMENT ML AND MH DISTRICTS.

Accessory signs in Apartment ML and MH Districts shall be designed, erected, altered, moved and maintained, in whole or in part, in accordance with these regulations. The types of signs permitted as to use, structure, size and number for each building or lot shall be regulated as follows:

- (a) ~~Bulletin Boards.~~ One bulletin board not exceeding twenty square feet in area or five feet in height may be located on the premises of a public, charitable or religious institution but not less than fifteen feet from a street right of way line; indirect illumination shall be permitted.
- (b) ~~Development Signs.~~ One development sign not exceeding fifty square feet in area and ten feet in height shall be permitted on the lot which a building is under construction. Signs shall be removed on the issuance of a final occupancy permit or one year after the permit is issued, whichever date occurs first.
- (c) ~~Directional Signs.~~ Two directional signs each not exceeding two square feet in area shall be permitted on any building or lot, but not less than five feet from any lot or street right of way line.
- (d) ~~Identification Signs.~~ One wall or ground identification sign not exceeding eight square feet shall be permitted, provided the wall sign is located on the street side of a multiple family building and provided any ground sign located in front of the setback line has received approval from the Board of Building Standards.
- (e) ~~Real Estate Signs.~~ One temporary double face freestanding or wall sign advertising the sale, lease or rental of the premises or part of the premises on which the signs are displayed, not exceeding five square feet in area, shall be permitted for each lot.
- (fa) ~~Canopy Signs.~~ One canopy sign shall be permitted. The total area of one face of the sign shall not exceed five square feet and the vertical dimension of the sign shall not exceed twelve inches and the lowest structural member shall not be less than eight feet from the sidewalk grade.
- (gb) ~~Awning Signs.~~ One awning sign shall be permitted. The total area of one face of the sign shall not exceed six square feet and the vertical dimension of the sign shall not exceed twelve inches.
- (hc) ~~Billboard and Portable and Roof Signs.~~ Billboards, portable signs and roof signs shall not be permitted in the ML and MH zoning districts unless permitted by specific provisions of this chapter.
- (d) Ground signs. One ground sign not to exceed forty square feet in area and the top of the sign shall not exceed ten feet in height above the sidewalk grade.

1329.09 SIGNS: COMMERCIAL, OFFICE C1; COMMERCIAL, RETAIL C2; COMMERCIAL GENERAL BUSINESS C3 DISTRICTS; COMMERCIAL, PUBLIC SCHOOL C4.

Accessory signs in the Commercial, Office C1; Commercial, Retail C2; General Business C3 Districts be designed, erected, altered, moved and maintained, in whole or in part, in accordance with these regulations.

- (a) Functional Types Permitted. ~~Business signs, changeable~~ Changeable copy signs, ~~development signs of a temporary nature, directional signs, electronic reader board signs, identification signs, informational signs, nameplates, political signs, real estate signs, temporary signs, and mural and signs.~~ bulletin boards on the lots of public or semipublic institutions.

(b) Structural Types Permitted. Awning, canopy, ground, wall, mural, A-Frame and window signs. Projecting signs may be permitted if approved by the Board of Building Standards.

(c) Maximum Area and Number Permitted.

(1) Maximum sign face area. The maximum sign face area of all permanent signs permitted signage for each separate use occupying a building or unit of a building shall be related to the frontage of the building or unit thereof, as determined by the following formula:

Maximum sign face area = (W x 1.5) square feet, except that the total in all cases shall not exceed ~~120~~ 100 square feet.

The elements of such formula being defined as follows:

“Maximum sign face area” means the total area of one surface of a permanent sign as defined in Section 1329.04 (a).

“W” means the frontage of a building as defined in Section 1329.04(b).

- (2) ~~Bulletin boards. One bulletin board not exceeding thirty square feet in area or eight feet in height may be located on the premises of a public charitable, or religious institution, but not less than fifteen feet from a street right-of-way line; indirect illumination shall be permitted.~~
- (3) Canopy signs. A sign attached to the underside of the canopy at a ninety degree angle to the street, intended for pedestrian visibility. The total area of one face of the sign does not exceed five square feet, the vertical dimension of the sign does not exceed twelve inches, and the lowest structural member is not less than eight feet above the sidewalk grade.
- (4) ~~Development signs. One temporary development sign not exceeding fifty square feet in area and ten feet in height shall be permitted on the lot upon which a building is under construction. Signs shall be removed on the issuance of a final occupancy permit or one year after the period is issued, whichever date occurs first.~~
- (5) ~~Directional signs. Two directional signs each not exceeding two square feet in area shall be permitted on any building or lot, but not less than five feet from any lot or street right-of-way line.~~
- (6) Ground signs. One ground sign not to exceed forty square feet in area and the top of the sign shall not exceed ten feet in height above the sidewalk grade.
- (7) ~~Informational signs. One informational ground sign not exceeding six square feet in sign face area may be permitted on any lot, but not less than five feet from any lot or street right-of-way line.~~
- (8) ~~Nameplates. One nameplate, not exceeding one square foot in area for each store or office unit in the building, but not exceeding a total of eight nameplates per building, shall be permitted.~~
- (9) ~~Real estate signs. One temporary double face freestanding or wall sign advertising the sale, lease or rental of the premises or part of the premises on which the signs are displayed, not exceeding five square feet, shall be permitted.~~
- (10) Projecting signs. May be permitted in cases where innovative design is demonstrated and where no potential safety hazard to motorists or

pedestrians is created, subject to review and approval by the Board of Building Standards.

(115) Awning signs. ~~One awning sign shall be permitted.~~ The total area of one face of the sign shall not exceed six square feet and the vertical dimension of the sign shall not exceed twelve inches.

(126) Window signs. All window signage including business identification, merchandise signs, temporary signs shall be equal to or less than 15% of the total storefront window area square footage.

(137) A-Frame signs. Only one sign per business shall be permitted. Signs must maintain a minimum of five (5) feet of unobstructed sidewalk between the outer edge of the sign and the edge of pavement/curb/building. Signs shall not block or interfere with ADA accessibility nor restrict pedestrian movement. The maximum size of an A-frame sign is 32 inches wide and 36 inches tall. All signs shall be removed from display when the business closes each day.

(d) Supplementary Area and Location Standards.

(1) Side and rear entrances. In cases where the office or business building has an entrance from the side street of a corner lot or has a back entrance from a parking lot open to the public, additional sign area equal to twenty-five percent (25%) of that permitted on the front of the building may be used over such entrance.

(2) Shopping center identification-Multiple tenant signs. In addition to the sign face area permitted for each individual establishment, one ~~shopping center~~multi-tenant sign identifying the name and/or logo of a unified ~~shopping area~~commercial building/center in the C1, C2, C3 Districts may be permitted, subject to review and approval by the Board of Building Standards. ~~Shopping center~~Multi-tenant signs shall not exceed forty square feet in area and may be either a ground, wall-or ~~pole~~-mural signs, subject to the regulations governing such sign.

(3) Vacant lots. Each vacant lot is permitted a maximum sign area of fifty square feet, limited to a ground sign which shall be located no closer to any street than the required building setback line.

(4) One sign per building face. Notwithstanding the provision of this section, each business shall be permitted a maximum of one sign on any single building face for the building, or the portion of the building, in which the business is located; ~~provided that this limitation shall not apply to directional signs, nameplates or real estate signs, or to a second noncommercial sign which shall not exceed five square feet.~~

(e) Portable Signs, Roof Signs, Billboards, Pole Signs, Streamers, Pennants, Lighter-Than-Air-Objects, Off-Premises and Wind Signs. Portable signs, roof signs, billboards, pole signs, streamers, pennants, lighter-than-air objects, off-premises and wind signs, shall not be permitted in the C1, C2, C3 zoning districts unless permitted by specific provisions of this chapter.

(f) Regulations for Billboards.

- (1) Existing Billboards may be retained, but only the sign area may be modified. Any change to the structure, frame or support are not permitted. If such a change is necessary, the billboard must be removed and cannot be replaced.

1329.10 SIGNS: INDUSTRIAL I DISTRICT.

Accessory signs in the Industrial I District shall be designed, erected, altered, moved and maintained in whole or in part, in accordance with these regulations. The requirements of the Industrial District shall be the same as the requirements of the C1, C2 and C3 Districts specified in Section 1329.09, except as otherwise stated herein.

- (a) ~~Functional Types Permitted.~~ Development signs of a temporary nature, directional signs, identification signs and real estate signs.
 (ba) Structural Types Permitted. Ground, pole and wall signs.
 (eb) Maximum Sign Face Area. The maximum sign face area of all permanent signs permitted for each signage for each separate use occupying a building or unit of a building shall be related to the frontage of the building or unit thereof, as determined by the following formula:

Maximum sign face area = W x 3 square feet, except that the total in all cases shall not exceed 100 square feet.

The elements of such formula being defined as follows:

“Maximum sign face area” means the total area of one surface of a permanent sign as defined in Section 1329.04(a).

“W” means the frontage of a building as defined in Section 1329.04(b).

- (dc) Portable Signs, Roof Signs, Billboards, Pole Signs, Streamers, Pennants, Lighter-Than-Air Objects and Wind Signs. Portable signs, roof signs, billboards, pole signs streamers, pennants, lighter-than-air objects and wind signs shall not be permitted in the I Zoning districts unless permitted by specific provisions of this chapter.
 (ed) Vacant Lots; Signs Permitted. Each vacant lot is permitted a maximum sign area of fifty square feet, limited to a ground sign which shall be located no closer to any street than the required building setback line.

1329.11 SIGN SCHEDULES.

Schedule A

**CITY OF LAKEWOOD
 PERMITTED NUMBER, SIGN AREA AND FUNCTIONAL TYPES
 BY ZONING DISTRICT**

	1329.07 ⁽¹⁾ Residential	1329.08 ⁽²⁾ Apartment	1329.09 ⁽³⁾ Commercial	1329.10 ⁽⁴⁾ Industrial	Height Limit	Setback from ROW	Additional Req.
Permanent Permitted Sign Area (total)			(W x 1.5)	(W x 3)			±20-100 sq. ft. max

Awning		(1) 6 sq. ft.	(1) 6 sq. ft.				
Billboard			(1) 40 sq. ft.	(1) 40 sq. ft.	16 feet	50 feet	See Sections 1329.09(f) and 1329.10(f)
Bulletin Board	See Zoning Code	(1) 20 sq. ft.	(1) 30 sq. ft.		5-8 feet	15 feet*	
Business			Formula above		Below roof	Bldg. face	See sign area formula
Canopy		(1) 5 sq. ft.	(1) 5 sq. ft.				
Development		(1) 50 sq. ft.	(1) 50 sq. ft.	(1) 50 sq. ft.	10 feet	15 feet*	Must be temporary
Directional		(2) 2 sq. ft.	(2) 2 sq. ft.	(2) 2 sq. ft.		5 feet*	
Identification		(1) 8 sq. ft.	Formula above	Formula above	10'-grnd 15'-pole	Bldg. face	
Informational			(1) 6 sq. ft.			5 feet*	
Nameplate	See Zoning Code		(1) 1 per unit			Bldg. face*	8 max in C1, C2, C3 districts
Real Estate	See Zoning Code	(1) 5 sq. ft.	(1) 5 sq. ft.	(1) 5 sq. ft.		10 feet*	Must be temporary
Side Street			25% of front		Below roof	Bldg. face	
Shopping Center Multi-Tenant Signs			(1) 40 sq. ft.		10'-grnd 16'-pole	15 feet*	Special approval. Identification only.

*Ground and pole signs shall not be located within required front and side yards unless approved by the Board of Building Standards.

- (1) - Residential (R-1L, R-1M, R-1H, R2, Lagoon)
- (2) - Apartment (ML, MH)
- (3) - Commercial (C1, C2, C3, C4)
- (4) - Industrial (I)

Schedule B

CITY OF LAKEWOOD PERMITTED STRUCTURAL SIGN TYPES BY FUNCTIONAL TYPES STRUCTURAL TYPES

	Canopy	Ground	Pole	Portable**	Projecting	Roof**	Wall	Window
Billboard							X	
Bulletin Board		X				X		
Business	X				See note [†]		X	X
Development		X						
Directional		X					X	
Identification	X	X	X		See note [†]		X	X
Informational		X						

Nameplate	X	X			See-note*		X	X
Real Estate		X					X	X
Side Street					See note*		X	
Temporary							X	X
Shopping Center/Multi-Tenant Signs		X	X					

*Projecting signs require special approval by the Board of Building Standards.
 **Roof signs and portable signs are not permitted in any district.

1329.12 APPLICATION FOR PERMITS.

Application for permits to erect, place, paint, illuminate or alter a sign shall be made by the owner or owner's agent of the property for which a sign is proposed. The application shall be submitted on forms furnished by the City and shall be made either separately or with the application for a building permit. The fee for a sign permit shall be established by separate ordinance.

- (a) In all use districts, a sign permit shall be required for all permanent signs which exceed three square feet in area.
- (b) A description of the application procedure and graphic illustration of required information is outlined in the City of Lakewood sign guidelines or similar adopted guidelines"Sign Review"-handbook. Each application shall be accompanied by drawings to scale and photographs, showing the following:
 - (1) The design and layout proposed, including the total area of signs, the size, height, character, materials, colors and type of lettering or other symbols.
 - (2) Photographs or drawings of the building for which the signs are proposed and photographs of surrounding buildings, signs and uses.
 - (3) The number and types of lamps and lens material to be used in any illuminated signs.
 - (4) The exact location of the sign in relation to the building and property.
 - (5) Details and specifications for construction, erection and attachment as may be required by the Building Code.
- (c) A sign permit is applicable only to the specific sign for which it is granted. Once a sign permit is granted, no temporary or permanent signs shall be attached or added to the given sign.
- (d) All signs shall be approved by the Board of Building Standards. However, the Building Commissioner is authorized to issue canopy, wall, window and awning signs, as defined in Section 1329.03(c)(1), (7), (8) and (9), without additional Board approval, for any structure that has been previously reviewed by the Board of Building Standards / Architectural Board of Review, where a building standard for uniform signage has been established for two or more retail, mercantile or other business occupancies

and where the new signage is in conformity with the general plan for the building and complies with all other applicable sections of this chapter.

- (e) The Building Commissioner may issue permits for temporary signs, as defined in Section 1329.03(b)(10), not to exceed four permits to an applicant relative to a specific sign per twelve-month period.
- (f) The repainting of existing signs the same color, size and message shall be considered maintenance, and no permit shall be required.

1329.13 MAINTENANCE AND REMOVAL OF SIGNS.

All signs, canopies and awnings shall be kept and maintained in good repair to preserve safe, clean and orderly condition and appearance.

Signs which no longer serve the purpose for which they were intended, or which have been abandoned or are not maintained in accordance with this chapter and other applicable regulations of the City shall be removed by the latest permit holder or by the City at the expense of such permit holder.

Whenever the removal or maintenance of any sign has been ordered by the Building Commissioner, the person, firm or corporation who erected such sign or on whose premises such sign or display structure has been erected, affixed or attached shall remove or maintain such sign within forty-eight hours after receiving such notice. In the event of noncompliance, the Commissioner may remove or cause to be removed or maintain such sign at the expense of the person, firm or corporation who erected such sign or on whose premises it was erected, affixed or attached; each such person, firm or corporation shall be individually and separately liable for the expense incurred in the removal of such sign.

1329.14 GENERAL CONDITIONS AND MATERIALS.

- (a) Allowable Stress. All materials used in structural elements of outdoor signs or display structures, and the allowable stresses for such materials, shall be in conformity with the applicable provisions of this chapter. The allowable stresses in chains, cables and guy rods and their fastenings shall not exceed one-fourth their ultimate strength.
- (b) Noncombustible Signs. When noncombustible outdoor signs or display structures are required by this chapter, all parts including the supporting structure shall be of noncombustible material; provided, however, that wood, approved plastic or other material not more combustible than wood or approved plastic shall be permitted in the following locations:
 - (1) For small ornamental moldings, caps, nailing strips, individual letters, symbols, figures and insignia;
 - (2) On the face of a sign, provided that the aggregate area of such facing for any sign shall not exceed 100 square feet or for a group of signs shall not exceed 200 square feet; and
 - (3) For posts, braces and latticing on ground signs whose total height is not more than twenty feet above grade level and when specifically approved by the Building Official.

- (c) Combustible Signs. No material more flammable or combustible than wood or approved plastic shall be used in any permitted combustible sign. No combustible sign shall be illuminated by other than the reflector method of electric lighting and all parts of reflectors shall be of noncombustible material.
- (d) Tests for Approved Combustible Plastics. Approved combustible plastic is any plastic material more than 0.050 inch thick which when tested for flammability in sheets 0.060 inch thick in accordance with ASTM D 635 does not burn at a rate exceeding two and one-half inches per minute.
- (e) Use of Approved Combustible Plastics. Approved combustible plastics shall not be used in positions where they shall be subject to temperatures in excess of 140° F unless they have been approved for higher temperatures by the Board of Building Standards.
- (f) Glass in Projecting Signs. Glass in projecting signs shall be used only to such extent and in such manner that no hazard shall be created thereby, and then only if specifically approved by the Building Official.
- (g) Attachment of Projecting Signs.
 - (1) Materials. All anchorage, chains, cables or rods supporting or bracing projecting signs shall be of a noncorrosive material or protected in a manner acceptable to the Building Official. The dead load and the loads due to wind pressure shall be supported by structural shapes, chains, cables, or guy rods. Lateral supports shall be spaced not more than eight feet apart. Turnbuckles or other approved means of adjustment shall be placed in all chains, cables or rods supporting or bracing projecting signs.
 - (2) Method. Complete information regarding the proposed method of support and attachment or projecting signs shall be submitted with the application for the permit. No staples or nails shall be used to secure any projecting sign to any building or other structure. No part of a projecting sign shall be supported from an unbraced parapet wall.

1329.15 NONCONFORMING SIGNS.

A sign which is nonconforming on the effective date of this chapter which does not conform with the regulations of this or a subsequent amendment, shall be deemed a nonconformity.

- (a) Statement Purpose. The purpose of this chapter, in addition to providing specific standards for the design, construction and erection of every new graphic, sign, marquee, canopy and awning is to cause every graphic or other sign in violation of any provision of this chapter to be removed, altered or replaced so as to conform with the provisions of this chapter.
- (b) Authority to Continue Existing Nonconformities. Any permanent graphic, sign, marquee, canopy or awning, as defined in Section 1329.03, other than a temporary sign, which is deemed to be a nonconformity, which was erected pursuant to a City permit and in place on the effective date of this chapter, and which remains or becomes a nonconformity upon the adoption of this chapter or any subsequent amendment thereto, may be continued only in accordance with the following regulations:

- (1) Repairs. Ordinary repairs and nonstructural alterations may be made to a nonconforming sign. No structural alterations shall be made in, to or upon such nonconforming sign, except those required by law to make the sign conform to the regulations of this chapter.
- (2) Additions and enlargements. A nonconforming sign shall not be added to or enlarged in any manner, except to make the sign conform to the regulation of this chapter.
- (3) Moving. No nonconforming sign shall be moved in whole or in part to any other location unless such sign, and the use thereof, is made to conform to all regulations of this chapter.
- (4) Restoration of damaged nonconforming signs. A nonconforming sign which is destroyed or damaged by fire or other cause to the extent that the cost of restoration will exceed sixty percent (60%) of the original cost of such sign, shall not be restored unless it is made to conform to all the regulations of this chapter, or any subsequent amendment thereto. In the event that such damage or destruction is less than sixty percent (60%) of the original cost of such sign, no repairs or construction shall be made unless such restoration is started within six months from the date of the partial destruction and is diligently pursued to completion.
- (5) Discontinuance of use of nonconforming signs. A nonconforming sign, the use of which is discontinued for a period of thirty days, shall thereafter conform to the regulations of this chapter.
- (6) Change of use of nonconforming signs. Where the business, use or identity associated with the nonconforming sign at the time of the adoption of this chapter, thereafter terminates or changes, such termination or change of use shall require termination of the nonconforming sign, and the use of such sign shall thereafter conform to the regulations of this chapter.
- (7) Conformance date. All graphics, signs, marquees, canopies and awnings rendered nonconforming by the provisions of this chapter and permitted to continue shall be removed, altered or remodeled to conform to the provisions of this chapter no later than January 1, 1985.
- (8) When a structure and/or use is nonconforming and the signage restrictions for the district in which it is located would cause hardship, the regulations of the district most compatible with the current and/or proposed use shall be used.
- (c) Any sign, graphic or numeral display embossed, etched, engraved or otherwise an integral part of the original building's masonry architecture which was in existence prior to the effective date of this subsection (c) may be continued provided such sign, graphic or numeral display is maintained as originally designed and intended.

1329.16 WIRELESS TELECOMMUNICATION FACILITIES.

Signs incidental to wireless telecommunication facilities are regulated by Sections 1159.05(i)(2) and 1159.05(j).

1329.46-17 APPEAL PROCEDURE.

A variance from the strict application of the provisions of this chapter may be granted by the Board of Building Standards in regard to an existing nonconforming sign or a new sign to be installed, erected, constructed or painted, if the Board finds that requiring strict compliance with the provisions of this chapter may impose an undue hardship and that the granting of the variance from the provisions of this chapter will not depreciate or damage neighboring property, will not create a safety hazard and will not be contrary to the purposes of this chapter. The procedure for applying for variance and the hearing therein shall be the same as in cases involving zoning variances.

1329.99 PENALTY.

Any person, firm or corporation violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction shall be fined not more than two hundred dollars (\$200.00) for each offense. Each day that a sign is erected or maintained in violation of this chapter shall constitute a separate offense.

Section 2. Chapter 1151, Signs in Residential Districts, currently reading as follows:

1151.01 DEFINITIONS.

As used in this Section, "sign" means any display, figure, painting, drawing, placard, poster, or other device visible from or on a public way, which is designed, intended, or used to convey a message, inform, or direct attention to a person, institution, organization, activity, place, object, or product. "Sign" does not include flags, personal name plates or family names with a total area of one (1) square foot or less mounted on a decorative light pole or the dwelling, holiday decorations or displays, or premises information signs (e.g.: security systems, "beware of dog," "keep off the grass," block watch, etc.) with a total area of one (1) square foot or less. The sign may be a structure or part thereof, or painted on or attached directly or indirectly to a structure.

1151.02 REGULATIONS.

- (a) Commercial signs shall not be permitted in R1L, R1M, R1H, L, R2, ML, or MH Districts except where authorized elsewhere by these Ordinances; with the exception that a single, double-sided real estate sign not exceeding five (5) square feet of area per side advertising the property on which it is located for sale or rent shall be permitted.
- (b) Non-commercial signs shall be permitted in R1L, R1M, R1H, L, R2, ML, or MH Districts, subject to the following regulations:
 - (1) No sign shall exceed six (6) square feet in total area.
 - (2) No sign shall be displayed on any utility pole, or in any tree lawn or public right-of-way.
 - A. The Director of Public Works may remove any sign(s) posted on any utility pole, or in any tree lawn or public right-of-way.
 - B. The Director of Public Works may determine the cost of removal and assess such costs to the person(s), business, organization, or entity that posted the sign(s).

1151.03 EXEMPTIONS.

This chapter does not apply to churches or schools existing as non-conforming uses in R1L, R1H, L, R2, ML, or MH Districts. Chapter 1329 of the Building Code shall govern signs on such premises.

1151.04 WIRELESS TELECOMMUNICATION FACILITIES.

As regulated by Sections 1159.05(i)(2) and 1159.05(j).

shall be and hereby is repealed.

Section 3. Section 541.08, Billposting, currently reading as follows:

541.08 BILLPOSTING.

- (a) No person shall affix any advertisement, poster, sign, handbill, garland, placard or object of any kind or description upon any telegraph, telephone, railway, electric light pole, street sign or other permanent fixture in the streets or alleys within the City, or place or affix in any manner any advertisement, poster, sign, handbill, garland, placard or object of any kind or description, upon any voting booth, public building or sidewalk, or within the street lines of the City, or over which the City, or Council thereof has the care, custody or control, unless and until such person first obtains a permit from the Director of Public Safety.

Application for such permit shall be made to the Director of Public Safety upon forms prepared by him and shall set forth:

- (1) The name and address of the applicant.
- (2) The period of time that such advertisement, poster, sign, handbill, garland, placard or object of any kind or description is to be displayed.
- (3) The area within which such advertisement, poster, sign, handbill, garland, placard or object of any kind or description shall be attached or displayed.

Each application shall be submitted by the Director of Public Safety to the Chief of Police for his recommendation. The Director of Public Safety may issue a permit for the purposes herein provided, if he shall find that the issuance of such permit does not interfere with the general welfare of the citizens of the City, provided that the applicant shall first have furnished bond or policy of insurance in form and amount satisfactory to the Director of Law, indemnifying and saving harmless the City from any and all liability by reason of or arising out of the issuance of such permit.

No permit shall be issued hereunder unless the applicant agrees thereon that:

- A. No advertisement, poster, handbill, garland, placard or object of any kind or description, other than those set forth in the application, shall be used.

- B. No advertisement, poster, sign, handbill, garland, placard or object of any kind or description shall be so placed as to obstruct or interfere with any sign erected and maintained under requirements of law or ordinance.
- C. No advertisement, poster, sign, handbill, garland, placard or object of any kind or description shall be erected and maintained except in conformity to the permit and to the approval of the Director of Public Safety.
- D. No commercial advertising shall be permitted on any advertisement, poster, sign, handbill, garland, placard or object of any kind or description.
- E. All advertisements, posters, signs, handbills, garlands, placards or objects of any kind or description shall be removed promptly upon expiration of the permit.

The section shall not apply to any advertisement, poster, sign, handbill, garland, placard or object of any kind or description required by the laws of the State, or by the ordinances of this City.

- (b) Whoever violates this section is guilty of a minor misdemeanor.

shall be and is hereby amended to read as follows:

541.08 BILLPOSTING.

- (a) No person shall affix any advertisement, poster, sign, handbill, garland, placard or object of any kind or description upon any telegraph, telephone, railway, electric light pole, street sign or other permanent fixture in the streets or alleys within the City, or place or affix in any manner any advertisement, poster, sign, handbill, garland, placard or object of any kind or description, upon any voting booth, public building or sidewalk, or within the street lines of the City, or over which the City, or Council thereof has the care, custody or control, unless and until such person first obtains a permit from the Director of Public Safety.

- (c) The Director of Public Works or any member of the Division of Police may remove any sign(s) posted in violation of this section and may determine the cost of removal and assess such costs to the person(s), business, organization, or entity that posted the sign(s).

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Adopted: _____

PRESIDENT

CLERK OF COUNCIL

Approved: _____

MAYOR

RESOLUTION NO. 8856-16

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 to enter into agreements for the provision of asbestos abatement and demolition services related to the Hilliard Theater in an amount not to exceed \$1,000,000.

WHEREAS, the Hilliard Theater property was declared a public nuisance September, 2013; and

WHEREAS, the city has conducted small-scale abatement at this location and has attempted to work with the property owner to encourage an agreeable solution to abatement of the remaining conditions; and

WHEREAS, the conditions at the Hilliard Theater site continue to deteriorate and remain a nuisance posing risk to the general public, thus necessitating demolition of the structure; and

WHEREAS, the city has obtained an asbestos survey and estimates for abatement; 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, comfort and peace of the citizens of the municipality; 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 condition of the structure necessitates abatement by the city as soon as it can be arranged; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor is hereby authorized to enter into agreements for the provision of asbestos abatement and demolition services related to the Hilliard Theater, 16000-02 Hilliard Boulevard and 16009-21 Madison Avenue, in an amount not to exceed \$1,000,000.

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



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650
www.oneLakewood.com
Lakewood City Council
SAMUEL T. O'LEARY, PRESIDENT
DAVID ANDERSON, 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
JOHN LITTEN, WARD 3
DANIEL O'MALLEY, WARD 4

March 21, 2016

Lakewood City Council
Lakewood, OH 44017

Re: Public Works Committee Report

Dear Members of Council:

The Public Works Committee met Monday March 14th. Councilmembers Nowlin and Bullock were present, as were Public Works Director Beno, Assistant Law Director Swallow, City Arborist Chris Perry, and two members of the former Tree Task Force.

The Committee discussed Ordinance 18-16 which proposes to clarify that cyclists are permitted to ride in the bus lane on Clifton Blvd. Most area communities with bus lanes permit cyclists to use them and so this was the assumption at the time the Clifton bus lane was constructed. RTA is supportive of the measure. The Committee agreed that Ordinance 18-16 would promote enhanced safety for cyclists and recommended adoption by full Council.

The Committee also discussed Resolution 8852-16 which proposes to memorialize the recommendations put forward by the Tree Task Force in 2014. The Committee contemplated the most appropriate way to preserve and highlight the work of the Tree Task Force while at the same time allowing the Division of Forestry the flexibility to evolve its practices. The City's arborist, Chris Perry discussed the principles and plans that guide the Division of Forestry in its everyday work. It was agreed that the City currently has very robust forestry practices but that Council has an interest in ensuring that this remains the case in the future. The Committee will continue this discussion at a future meeting.

Ryan P. Nowlin, Chair
Tom Bullock, David Anderson; Members
FINANCE COMMITTEE

First reading & referred to the
Public Works Committee 2/16/16.
SECOND READING 3/7/16.

ORDINANCE NO. 18-16

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 at the earliest period allowed by law, amending Section 331.08, Driving in Marked Lanes or Continuous Lines of Traffic, of the Codified Ordinances of the City of Lakewood, and making further provision in order to permit bicyclists to operate bicycles in bus lanes during restricted hours.

WHEREAS, Section 331.08 of the Code stands to be updated to regulate the use of bus-only lanes in the City so as to permit bicyclists in those lanes during restricted hours; 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

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality; and

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, 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 it is in the best interest of the City to be able to enforce bus-lane restrictions now that certain lanes in the City are marked for bus-only use during certain hours; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 331.08, Driving in Marked Lanes or Continuous Lines of Traffic, of the Lakewood Codified Ordinances, currently reading as follows:

**331.08 DRIVING IN MARKED LANES OR CONTINUOUS
LINES OF TRAFFIC.**

- (a) Whenever any roadway has been divided into two or more clearly marked lanes for traffic or wherever traffic is lawfully moving in two or more substantially continuous lines in the same direction, the following rules apply:

- (1) A vehicle shall be driven, as nearly as is practicable, entirely within a single lane or line of traffic and shall not be moved from such lane or line until the driver has first ascertained that such movement can be made with safety.
 - (2) Upon a roadway which is divided into three lanes and provides for two-way movement of traffic, a vehicle shall not be driven in the center lane except when overtaking and passing another vehicle where the roadway is clearly visible and such center lane is clear of traffic within a safe distance, or when preparing for a left turn, or where such center lane is at the time allocated exclusively to traffic moving in the direction the vehicle is proceeding and is posted with signs to give notice of such allocation.
 - (3) Official signs may be erected directing specified traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway, or restricting the use of a particular lane to only buses during certain hours or during all hours, and drivers of vehicles shall obey the directions of such signs.
 - (4) Official traffic control devices may be installed prohibiting the changing of lanes on sections of roadway and drivers of vehicles shall obey the directions of every such device.
- (b) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

shall be and hereby is repealed, and new Section 331.08, Driving in Marked Lanes or Continuous Lines of Traffic, of the Lakewood Codified Ordinances is enacted to read as follows:

331.08 DRIVING IN MARKED LANES OR CONTINUOUS LINES OF TRAFFIC.

- (a) Whenever any roadway has been divided into two or more clearly marked lanes for traffic or wherever traffic is lawfully moving in two or more substantially continuous lines in the same direction, the following rules apply:
- (1) A vehicle shall be driven, as nearly as is practicable, entirely within a single lane or line of traffic and shall not be moved from such lane or line until the driver has first ascertained that such movement can be made with safety.
 - (2) Upon a roadway which is divided into three lanes and provides for two-way movement of traffic, a vehicle shall not be

driven in the center lane except when overtaking and passing another vehicle where the roadway is clearly visible and such center lane is clear of traffic within a safe distance, or when preparing for a left turn, or where such center lane is at the time allocated exclusively to traffic moving in the direction the vehicle is proceeding and is posted with signs to give notice of such allocation.

- (3) Official signs may be erected directing specified traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway, or restricting the use of a particular lane to only buses or other vehicles during certain hours or during all hours, and drivers of vehicles shall obey the directions of such signs.
 - (4) Official traffic control devices may be installed prohibiting the changing of lanes on sections of roadway and drivers of vehicles shall obey the directions of every such device.
- (b) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

Section 2. The Director of Public Works is authorized and directed to erect signage or pavement markings on Clifton Boulevard permitting the use of bicycles in the lanes already restricted to use by buses during certain hours, for as long as those bus-lane restrictions remain in place. The operation of bicycles is hereby permitted in those bus lanes during restricted hours.

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.

Section 4. 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 its 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, or otherwise shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

ORDINANCE NO. 4-16

BY:

AN ORDINANCE amending the Code to provide for the impounding and disposition of certain animals, and establishing related charges.

WHEREAS, Section 505.03 of the Codified Ordinances stands to be amended to permit the impounding and disposition of certain animals abandoned by their owners and to establish related charges; and

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 505.03, Impounding and Disposition; Records, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

505.03 IMPOUNDING AND DISPOSITION; RECORDS.

A police officer or the Animal Control Officer shall impound every dog and the Animal Control Officer shall impound every cat found in violation of Section 505.02.

- (a) If the impounded dog is not wearing a valid registration tag, the dog shall forthwith be turned over to an officer charged by law with the custody and disposal of such dogs. If the dog is wearing a valid registration tag or the identity of the owner or harbinger is otherwise established, notice shall be given prior to or on the next working day to such owner or harbinger that the dog has been impounded. Notice may be by telephone or by residence service to the last known address of such owner or harbinger. The dog shall not be released except upon the payment of the following charges: for impounding any dog, ten dollars (\$10.00); for giving notice, ten dollars (\$10.00); for keeping any dog, ten dollars (\$10.00) per day. Any dog not redeemed by the regular business day after notice, as herein provided, is given to the owner or harbinger, or the next regular business day following the date it is seized or impounded if the owner or harbinger cannot be found, may be sold or otherwise disposed of as provided in Ohio R.C. 955.16.
- (b) If the impounded cat is wearing an identification tag or the identity of the owner or harbinger is otherwise established, notice shall be given on the next regular business day to such owner or harbinger that the cat has been impounded. Notice may be by telephone or by residence service to the last known address of such owner or harbinger. The cat shall not be released except upon the payment of the following charges: for impounding any cat, ten dollars (\$10.00); for keeping any cat, ten dollars (\$10.00) per day. Any

cat not redeemed by the next regular business day after notice is given to the owner or harbinger as provided herein, or the next regular business day following the date such cat is seized or impounded, if the owner or harbinger cannot be found, may be sold or otherwise disposed of in a humane manner as shall be determined by the Animal Control Officer or Animal Shelter Coordinator.

- (c) A record of all dogs and cats impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs or receipts involving such dog or cat shall be kept.

be and is hereby amended to read as follows:

505.03 IMPOUNDING AND DISPOSITION; RECORDS.

A police officer or the Animal Control Officer shall impound every dog and the Animal Control Officer shall impound every cat found in violation of Section 505.02, or shall impound such animals otherwise in accordance with this section.

- (a) If the impounded dog is not wearing a valid registration tag, the dog shall forthwith be turned over to an officer charged by law with the custody and disposal of such dogs. If the dog is wearing a valid registration tag or the identity of the owner or harbinger is otherwise established, notice shall be given prior to or on the next working day to such owner or harbinger that the dog has been impounded. Notice may be by telephone or by residence service to the last known address of such owner or harbinger. The dog shall not be released except upon the payment of ~~the following charges established by Council: for impounding any dog, ten dollars (\$10.00); for giving notice, ten dollars (\$10.00); for keeping any dog, ten dollars (\$10.00) per day.~~ Any dog not redeemed by the regular business day after notice, as herein provided, is given to the owner or harbinger, or the next regular business day following the date it is seized or impounded if the owner or harbinger cannot be found, may be sold or otherwise disposed of as provided in Ohio R.C. 955.16.
- (b) If the impounded cat is wearing an identification tag or the identity of the owner or harbinger is otherwise established, notice shall be given on the next regular business day to such owner or harbinger that the cat has been impounded. Notice may be by telephone or by residence service to the last known address of such owner or harbinger. The cat shall not be released except upon the payment of ~~the following charges established by Council: for impounding any cat, ten dollars (\$10.00); for keeping any cat, ten dollars (\$10.00) per day.~~ Any cat not redeemed by the next regular business day after notice is given to the owner or harbinger as provided herein, or the next regular business day following the date such cat is seized or impounded, if the owner or harbinger cannot be found, may be sold or otherwise disposed of in a humane manner as shall be determined by the Animal Control Officer or Animal Shelter Coordinator.
- (c) In the event an animal is removed from a residence by the City because its owner is incarcerated, evicted, deceased, not found or otherwise unable to care for the animal on a daily basis, the animal may be impounded by an officer charged by law with the custody and disposal of such animals for a period of at least 72 hours, in which period the owner may claim the animal.

The animal shall not be released except upon the payment of charges established by Council. The City shall leave notice at the residence of the impounding of the animal and may make other reasonable attempts to provide such notice. If the owner or the owner's designee fails to claim the animal within the 72-hour period, the animal will be considered abandoned and the City may sell or otherwise dispose of the animal in a humane manner as determined by an officer charged by law with the custody and disposal of such animal.

(ed) A record of all dogs and cats impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs or receipts involving such dog or cat shall be kept.

Section 2. The charges required by Sections 505.03(a), 505.03(b) and 505.03(c) of the Codified Ordinances shall be \$10.00 per calendar day for impounding any animal, plus the actual costs of the provision of any notice and the disposal of any animal made pursuant to that section.

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

ORDINANCE NO.

19-16

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Director of Finance to enter into Equipment Leases in forms approved by the Director of Law on behalf of the City of Lakewood ("City").

WHEREAS, the City is an Ohio political subdivision and is organized and existing under the Constitution and laws of Ohio and its Charter; and

WHEREAS, in accordance with applicable law, including without limitation its home rule authority under Ohio Constitution Article XVIII, the City has the power to acquire personal property, including without limitation, acquisition by lease-purchase agreement; and

WHEREAS, the City has requested proposals for the lease-purchase acquisition of certain property, and the authorized representatives of the City have determined that the proposal of US Bancorp Government Leasing and Finance, its affiliates, successors, or assigns is the most responsive and responsible proposal;

WHEREAS, this Council by a vote of at least five (5) members elected thereto determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that these equipment leases are necessary for the operation of various departments and divisions. Now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. This Council makes the following findings and determinations:

(a) It is appropriate and necessary to the functions and operations of the City, to enter into one or more lease-purchase agreements (the "Equipment Leases") in the principal amount not exceeding \$1,617,000, for the purpose of acquiring the vehicles, equipment, and other personal property generally described in Exhibit A to this ordinance (the "Leased Property") and to be described more specifically in the Equipment Leases.

(b) US Bancorp Government Leasing and Finance is the lessor under the Equipment Leases in accordance with its proposal.

(c) The City is entering into the Equipment Leases in accordance with its power and authority under the Ohio Revised Code, the Ohio Constitution, and its Charter, to acquire the Leased Property and the Equipment Leases constitute "public obligations" as defined in Chapter 133.01(GG), Ohio Revised Code.

Section 2. That the Director of Finance acting on behalf of the City is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in the form approved by the Director of Law. The Director of Finance is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Leases (including, but not limited to, escrow agreements) as the Director of Finance deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized. By a written instrument signed by the Director of Finance, the Director of Finance may designate specifically identified officers or employees of the City to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed \$1,617,000. The payments under the Equipment Leases shall include interest at the rates determined in accordance with US Bancorp Government Leasing and Finance's proposal, but in no event to exceed an annual rate of 5%. The Equipment Leases shall be for the term or terms selected by the Director of Finance, in accordance with US Bancorp Government Leasing and Finance's proposal, but in no event to exceed 20 years. The Equipment Leases shall contain such options to purchase by the City as set forth in US Bancorp Government Leasing and Finance's proposal and the Equipment Leases, and approved by the Director of Finance.

Section 4. That the Clerk of Council is hereby directed to send certified copy of this Ordinance to US Bancorp Government Leasing and Finance.

Section 5. All formal actions of this Council relating to the enactment of this Ordinance were taken in an open meeting of this Council, and the deliberations of this Council and any of its committees that resulted in those formal actions, were meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this Ordinance, and provided it receives the affirmative vote of at least five (5) members of Council, this Ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor 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

Schedule A
 2016 Projects to be Financed using Municipal Capital Leases

	Amount	Lease Term
Total =	\$ 1,617,000	
Wffi in 5 City Parks: Lakewood, Madison, Kauffman, Wagar, Cove	\$ 150,000	5
Fire - Medical Squad	\$ 250,000	10
Forestry Vehicle #608 - Bucket Truck	\$ 117,000	10
Streets Vehicle #109 -5-Ton S/S Dump w/ Plow & S/S Spreader	\$ 225,000	10
Police Vehicles 4-5 cars each year	\$ 300,000	5
Body Cameras for Officers, Equipment and Storage	\$ 175,000	5
WWC Vehicle #817 sewer cleaning truck	\$ 400,000	10

ORDINANCE NO. 20-16

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:

		2016	
		1st Quarter	
Fund		Transfers Out	Transfers In
101	General Fund	\$ 219,039	
Special Revenue Funds			
250	Office on Aging IIIB		\$ 172,500
Internal Service Funds			
600	Hospitalization		\$ 43,093
601	Workers' Compensation		\$ 3,446
Debt Service Payments			
101	General Fund (HB 300 Lease)	\$ 55,000	
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	\$ -	\$ 106,038
512	WWTP Improvements	\$ 400,000	
301	Debt Service Fund		\$ 400,000
Fund		Advances Out	Advances In
240	Community Development Block Grant	\$ 130,000	
241	Emergency Shelter Grant	\$ 6,000	
281	Family to Family	\$ 40,000	
530	Winterhurst	\$ 155,000	
101	General Fund		\$ 331,000

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

ORDINANCE NO. ~~*18*16~~ ~~19-16~~
21-16

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 at the earliest period allowed by law, to approve the editing and inclusion of certain ordinances and resolutions as parts of the various component codes of the Codified Ordinances and to provide for the publication of such new matter.

WHEREAS, the Walter H. Drane Company has completed a quarterly revision and updating of the Codified Ordinances of the City; and

WHEREAS, various ordinances and resolutions of a general and permanent nature that have been passed by Council but not yet included in the Codified Ordinances of the City have now been made a part thereof; and

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, 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 publication and distribution of the January 2016 Replacement Pages for the Codified Ordinances of the City of Lakewood should be conducted at the earliest date possible; now, therefore,

BE IT ORDAINED BY CITY OF LAKEWOOD, OHIO:

Section 1. The editing, arrangement and numbering and renumbering of the following ordinances and resolutions and parts of ordinances and resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
15-15	9-21-15	1121.07, 1123.07, 1127.07
16-15	9-21-15	1103.02, 1133.07
27-15	12-21-15	721.01 to 721.03
31-15	12-21-15	128.0101 to 128.21, 128.97, 128.98, 128.99
39-15	12-21-15	902.04

Section 2. The Second Amended Charter published in the Codified Ordinances is the official charter of the City of Lakewood.

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.

Section 4. 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 its 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, 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

ORDINANCE NO. 22-16

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Director of Planning and Development to enter into an agreement with a licensed real estate broker to market for sale the real property located at 1252 Westlake Avenue, vacant lot associated with 1589 Newman Avenue, 1589 Newman Avenue, 1635 Hopkins Avenue, and 1214 Gladys Avenue for a period of 120 days, pursuant to Section 155.07 of the Codified Ordinances.

WHEREAS, the City is the owner of real property located at 1252 Westlake Avenue, vacant lot associated with 1589 Newman Avenue, 1589 Newman Avenue, 1635 Hopkins Avenue, and 1214 Gladys Avenue; and

WHEREAS, this Council has determined it is in the best interest of the City to sell said real property and that such sale shall further the interest of the City and its residents; and

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Director of Planning and Development ("Director") is hereby authorized and directed, on behalf of the City, to solicit proposals from licensed real estate brokers and to enter into an agreement with the broker deemed most responsive determined by the Director, to market real property located at 1252 Westlake Avenue (PPN 311-29-066), vacant lot associated with 1589 Newman Avenue (PPN 315-15-072), 1589 Newman Avenue (PPN 315-15-073), 1635 Hopkins Avenue (PPN 315-15-031), and 1214 Gladys Avenue (PPN 312-13-054) for a period not to exceed 120 days, pursuant to Section 155.07 of the Codified Ordinances.

Section 2. Either the Director or the Director of Law is hereby authorized and directed to enter into agreements and execute all ancillary and related instruments for the sale of said real property upon presentation of an acceptable offer as determined by the Director.

Section 3. The Director specifically is authorized to negotiate and or make counterproposals to any offer to purchase said real property, and shall, upon the close of the transaction, report to Council the details of the sale.

Section 4. The Director shall make no representations or warranties concerning the conditions of the property, including, but not limited to the property's environmental condition, mechanical systems, dry basements, foundations, structural integrity or compliance with code, zoning or building requirements.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such 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 6. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least five members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

President

Clerk

Approved _____

Mayor



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650
www.oneLakewood.com
Lakewood City Council
SAM O'LEARY, PRESIDENT
DAVID W. ANDERSON, 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
JOHN LITTEN, WARD 3
DANIEL J. O'MALLEY, WARD 4

March 21, 2016

Lakewood City Council
Lakewood, Ohio

Re: Amending Section 505.18 Keeping of Hens

Dear Colleagues,

Please find attached an Ordinance that amends 505.18 of our Code to provide for the keeping of hens in the City under certain conditions. Because discussions have begun on this subject already in the Housing Committee I ask this item be referred to that Committee.

Sincerely,

Cindy Marx
Councilmember At-Large

Attachment

ORDINANCE NO.

BY:

AN ORDINANCE amending Section 505.18, Certain Animals Prohibited, of the Codified Ordinances of the City of Lakewood, in order to permit the keeping of hens in the City under certain conditions.

WHEREAS, it is necessary and desirable to amend the Code in order to permit the keeping of hens in the City of Lakewood under certain conditions; 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. Section 505.18, Certain Animals Prohibited, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

505.18 CERTAIN ANIMALS PROHIBITED.

- (a) No person shall knowingly keep, maintain or have in his possession or under his control within the City any dangerous or carnivorous wild animal or reptile, any vicious domesticated animal, or any other animal or reptile, with vicious or dangerous propensities, except to the extent that an exemption may be applicable pursuant to subsections (c) or (d) hereof.
- (b) For the purposes of this section, there shall be an irrebuttable presumption, that, when kept or maintained within the City, the animals listed below are considered dangerous animals to which the prohibition of subsection (a) hereof, in the absence of an exemption pursuant to subsections (c) or (d) hereof, applies:
 - (1) All crotalid, elapid and venomous colubroid snakes;
 - (2) Apes; Chimpanzees (Pan); gibbons (hylobates); gorillas (Gorilla); orangutans (Pongo); and siamangs (Symphalangus);
 - (3) Baboons (Papoi, Manrillus);
 - (4) Bears (Ursidae);
 - (5) Bovines (Bovidae), includes all members of the bovine family, for example goats, sheep, bison and buffalo;
 - (6) Cheetahs (Acinonyx jubatus);
 - (7) Crocodilians (Crocodylia);
 - (8) Constrictor snakes when fourteen feet in length or more;

- (9) Coyotes (*Canis latrans*);
 - (10) Deer (*Cervidae*), includes all members of the deer family, for example, white-tailed deer, elk, antelope and moose;
 - (11) Elephants (*Elephas* and *Loxodonta*);
 - (12) Foxes (*Canis vulpes*);
 - (13) Gamecocks and other fighting birds;
 - (14) Hippopotami (*Hippopotamidae*);
 - (15) Horses (*Equidae*), includes all members of the horse family, for example donkeys, mules and zebras;
 - (16) Hyenas (*Hyaenidae*);
 - (17) Jaguars (*Panthera onca*);
 - (18) Leopards (*Panthera pardus*);
 - (19) Lions (*Panthera leo*);
 - (20) Lynxes (*Lynx*);
 - (21) Monkeys, old world (*Cercopithecidae*);
 - (22) Ostriches (*Struthio*);
 - (23) Piranha fish (*Characidae*);
 - (24) Puma (*Felis concolor*), also known as cougars, mountain lions and panthers;
 - (25) Rhinoceroses (*Rhinocerotidae*);
 - (26) Sharks (class *Chondrichthyes*);
 - (27) Snow leopards (*Panthera uncia*);
 - (28) Swine (*Suidae*), including Pot-bellied pigs;
 - (29) Tigers (*Panthera tigris*);
 - (30) Wolves (*Canis lupus*), including wolf hybrids;
 - (31) All game birds, including but not limited to, water fowl, chickens, roosters, ducks, geese, turkeys and common pigeon (other than a homing pigeon).
- (c) Licensed pet shops, menageries, zoological gardens, and circuses shall be exempt from the provisions of subsections (a) and (b) hereof if all of the following conditions are applicable:

- (1) The location conforms to the provisions of the City Zoning Code;
 - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - (3) Animals are maintained in quarters so constructed as to prevent their escape; and
 - (4) No person resides within fifty feet of the quarters in which the animals are kept.
- (d) Notwithstanding any of the foregoing, the Director of Public Safety may grant a specific exemption, on a temporary basis, from any of the provisions of this section to any person with a legitimate scientific, educational or commercial purpose for maintaining the prohibited animals, in accordance with the following provisions:
- (1) Written application for exemption shall be filed by any person desiring to obtain an exemption with the Director of Public Safety. The application shall state the applicant's name, address, type and number of animals desired to be kept, general purpose for which the animals will be kept, and a general description of provisions which will be made for safe, sanitary and secure maintenance of the animals.
 - (2) The Director of Public Safety may grant, deny or restrict the terms of an application for exemption; provided, however, that he shall take some official action on an application within 120 days of its filing.
 - (3) In considering the merits of an application for exemption, the Director of Public Safety may cause one or more inspections of the applicant's premises to be made by appropriate employees or representatives of the City, and may also refer the application to persons who are technically knowledgeable with respect to the animals involved for an advisory opinion.
 - (4) In evaluating an application for exemption, the Director of Public Safety shall give consideration to the following criteria:
 - A. The experience and knowledge of the applicant relative to the animals involved;
 - B. Whether the applicant has obtained a federal or state permit relative to the animals involved;
 - C. The relative danger, safety, and health risks to the general public, to persons residing or passing near the applicant's premises, and to the applicant in connection with the animals involved;
 - D. The provisions which have been or will be made for the safe, sanitary and secure maintenance of the animals for the protection of the general public, persons residing or passing near the applicant's premises, and the applicant;
 - E. The provisions which have been or will be made to protect the safety and health of the animals involved;

F. Any other logically relevant information.

- (5) An application for exemption under this subsection (d) shall be denied unless the Director of Public Safety determines that, in view of all the relevant criteria and any restrictions which he may provide, reasonably appropriate measures commensurate with the degree of risk associated with the animals involved have been or will be taken to assure at least a minimum acceptable level of protection from danger to the health and safety of the general public, persons residing or passing near the applicant's premises, and the applicant.
 - (6) An exemption granted pursuant to this subsection (d) may be withdrawn by action of the Director of Public Safety in the event that the Director of Public Safety determines that there has been a change in the conditions or assumptions under which it was originally granted or in the event that the applicant fails to comply with restrictions originally placed on the exemption.
 - (7) The Director of Public Safety shall notify Council at least 30 days prior to any exemption taking effect.
- (e) No exemption granted pursuant to any paragraph of this section shall be construed, nor is it intended by the City as a guaranty or warranty of any kind, whether express or implied to any person, including without limitation the general public, persons residing or passing near the applicant's premises, or the applicant, either in general or individually, as to the danger, or lack thereof, or degree of risk to health or safety of any animal, specifically or generally, or any premises where any animal is maintained or kept pursuant to such exemption.
 - (f) Whoever violates any of the provisions of this section is guilty of a minor misdemeanor. A separate offense shall be as deemed committed for each day during or on which a violation occurs or continues.

be and hereby is repealed, and new Section 505.18, Certain Animals Prohibited, of the Codified Ordinances of the City of Lakewood, is hereby established to read as follows:

505.18 CERTAIN ANIMALS PROHIBITED.

- (a) No person shall knowingly keep, maintain or have in his possession or under his control within the City any dangerous or carnivorous wild animal or reptile, any vicious domesticated animal, or any other animal or reptile, with vicious or dangerous propensities, except to the extent that an exemption may be applicable pursuant to subsections (c), (d) or (de) hereof.
- (b) For the purposes of this section, there shall be an irrebuttable presumption, that, when kept or maintained within the City, the animals listed below are considered dangerous animals to which the prohibition of subsection (a) hereof, in the absence of an exemption pursuant to subsections (c), (d) or (de) hereof, applies:
 - (1) All crotalid, elapid and venomous colubroid snakes;
 - (2) Apes; Chimpanzees (Pan); gibbons (hylobates); gorillas (Gorilla); orangutans (Pongo); and siamangs (Symphalangus);

- (3) Baboons (*Papio*, *Manrillus*);
- (4) Bears (*Ursidae*);
- (5) Bovines (*Bovidae*), includes all members of the bovine family, for example goats, sheep, bison and buffalo;
- (6) Cheetahs (*Acinonyx jubatus*);
- (7) Crocodilians (*Crocodylia*);
- (8) Constrictor snakes when fourteen feet in length or more;
- (9) Coyotes (*Canis latrans*);
- (10) Deer (*Cervidae*), includes all members of the deer family, for example, white-tailed deer, elk, antelope and moose;
- (11) Elephants (*Elephas* and *Loxodonta*);
- (12) Foxes (*Canis vulpes*);
- (13) Gamecocks and other fighting birds;
- (14) Hippopotami (*Hippopotamidae*);
- (15) Horses (*Equidae*), includes all members of the horse family, for example donkeys, mules and zebras;
- (16) Hyenas (*Hyaenidae*);
- (17) Jaguars (*Panthera onca*);
- (18) Leopards (*Panthera pardus*);
- (19) Lions (*Panthera leo*);
- (20) Lynxes (*Lynx*);
- (21) Monkeys, old world (*Cercopithecidae*);
- (22) Ostriches (*Struthio*);
- (23) Piranha fish (*Characidae*);
- (24) Puma (*Felis concolor*), also known as cougars, mountain lions and panthers;
- (25) Rhinoceroses (*Rhinocerotidae*);
- (26) Sharks (class *Chondrichthyes*);
- (27) Snow leopards (*Panthera uncia*);
- (28) Swine (*Suidae*), including Pot-bellied pigs;

- (29) Tigers (*Panthera tigris*);
 - (30) Wolves (*Canis lupus*), including wolf hybrids;
 - (31) All game birds, including but not limited to, water fowl, chickens, roosters, ducks, geese, turkeys and common pigeon (other than a homing pigeon).
- (c) Licensed pet shops, menageries, zoological gardens, and circuses shall be exempt from the provisions of subsections (a) and (b) hereof if all of the following conditions are applicable:
- (1) The location conforms to the provisions of the City Zoning Code;
 - (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - (3) Animals are maintained in quarters so constructed as to prevent their escape; and
 - (4) No person resides within fifty feet of the quarters in which the animals are kept.
- (d) Notwithstanding any of the foregoing, the Director of Public Safety may grant a specific exemption, on a temporary basis, from any of the provisions of this section to any person with a legitimate scientific, educational or commercial purpose for maintaining the prohibited animals, in accordance with the following provisions:
- (1) Written application for exemption shall be filed by any person desiring to obtain an exemption with the Director of Public Safety. The application shall state the applicant's name, address, type and number of animals desired to be kept, general purpose for which the animals will be kept, and a general description of provisions which will be made for safe, sanitary and secure maintenance of the animals.
 - (2) The Director of Public Safety may grant, deny or restrict the terms of an application for exemption; provided, however, that he shall take some official action on an application within 120 days of its filing.
 - (3) In considering the merits of an application for exemption, the Director of Public Safety may cause one or more inspections of the applicant's premises to be made by appropriate employees or representatives of the City, and may also refer the application to persons who are technically knowledgeable with respect to the animals involved for an advisory opinion.
 - (4) In evaluating an application for exemption, the Director of Public Safety shall give consideration to the following criteria:
 - A. The experience and knowledge of the applicant relative to the animals involved;
 - B. Whether the applicant has obtained a federal or state permit relative to the animals involved;

- C. The relative danger, safety, and health risks to the general public, to persons residing or passing near the applicant's premises, and to the applicant in connection with the animals involved;
 - D. The provisions which have been or will be made for the safe, sanitary and secure maintenance of the animals for the protection of the general public, persons residing or passing near the applicant's premises, and the applicant;
 - E. The provisions which have been or will be made to protect the safety and health of the animals involved;
 - F. Any other logically relevant information.
- (5) An application for exemption under this subsection (d) shall be denied unless the Director of Public Safety determines that, in view of all the relevant criteria and any restrictions which he may provide, reasonably appropriate measures commensurate with the degree of risk associated with the animals involved have been or will be taken to assure at least a minimum acceptable level of protection from danger to the health and safety of the general public, persons residing or passing near the applicant's premises, and the applicant.
- (6) An exemption granted pursuant to this subsection (d) may be withdrawn by action of the Director of Public Safety in the event that the Director of Public Safety determines that there has been a change in the conditions or assumptions under which it was originally granted or in the event that the applicant fails to comply with restrictions originally placed on the exemption.
- (7) The Director of Public Safety shall notify Council at least 30 days prior to any exemption taking effect.
- (e) Notwithstanding any of the foregoing, female chickens ("hens," for the purpose of this subsection (e)), may be kept in the City only in accordance with the following regulations:
- (1) Zoning Districts. Hens may be kept only in an R1 Residential Single-Family or R2 Residential Single- and Two-Family District.
 - (2) 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 be accompanied by a \$25.00 fee paid to the City and 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 or letter showing that the applicant has taken a class in keeping backyard hens from the Ohio State University Extension or other 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 use maintained.

- (3) 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 resolution; 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.
- (4) 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 six hens shall be allowed on any lot.
- (5) Setbacks. Coops or accessory structures housing hens shall be kept at least three feet from the side and rear property lines. All such structures shall be located no less than 20 feet behind the rearmost wall of the principal structure on the lot.
- (6) Enclosure. The base surface of a coop and run must not exceed 80 square feet and six feet in height. Hens shall not be allowed out of these enclosures unless the rear yard of the property is fenced along the rear and side lot lines, and a resident of the property on which the hens are kept is directly monitoring them such that the resident is able to immediately return the hens to the cage or coop if necessary. The manufacturer's specifications for the coop, or otherwise adequate drawings including dimensions, shall be submitted for approval together with the application for the permit. Hens shall be kept in a covered, predator-proof coop that is well-ventilated and designed to be accessed for cleaning. The enclosure shall be of uniform and sturdy design and constructed of quality materials. Fencing, if used, shall be securely fastened to posts of reasonable strength firmly set into the ground and shall be stretched tightly between support posts. The enclosure shall be maintained in good repair at all times so as to protect the aesthetics of the neighborhood and to not present a blighted or untidy appearance to the property or to neighbors. Hens shall have access to an outdoor enclosure or run that is adequately fenced to contain the hens on the property, to prevent them from running at large, and to prevent access by predators. The combined area of the coop and run shall allow at least three square feet per hen, and shall otherwise be constructed to provide humane conditions and to ensure the health and well-being of the animals occupying it are not endangered by the manner of keeping or confinement.
- (7) 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, and only if permitted by, Chapter 918 of the Revised Code.

(8) Number and Transferability. Within the first year of the effective date of this ordinance, no more than 12 non-transferable permits shall be issued pursuant to this subsection (e). At the first anniversary of the effective date of this ordinance and at each anniversary thereafter, an additional 10 non-transferable permits may be issued pursuant to this subsection (e), except that at no time shall the total number of permits issued in the City exceed 40. Initial applications shall be kept on file by the Director of Public Safety and considered in order of their receipt.

(9) 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 subsection (e).

(f) No exemption granted pursuant to any paragraph of this section shall be construed, nor is it intended by the City as a guaranty or warranty of any kind, whether express or implied to any person, including without limitation the general public, persons residing or passing near the applicant's premises, or the applicant, either in general or individually, as to the danger, or lack thereof, or degree of risk to health or safety of any animal, specifically or generally, or any premises where any animal is maintained or kept pursuant to such exemption.

(fg) Whoever violates any of the provisions of this section is guilty of a minor misdemeanor. A separate offense shall be as deemed committed for each day during or on which a violation occurs or continues.

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.

Adopted: _____

President

Clerk

Approved: _____

Mayor



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650
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Lakewood City Council
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CINDY MARX

Ward Council
DAVID W. ANDERSON, WARD 1
SAM O'LEARY, WARD 2
JOHN LITTEN, WARD 3
DANIEL J. O'MALLEY, WARD 4

March 16, 2016

Lakewood City Council
Lakewood, OH 44107

Re: St. Edward High School 2015 Football State Championship

Dear Colleagues:

I have the honor to recognize the student athletes of St. Edward High School.

On December 5th, the Eagles of St. Edward once again defeated Huber Heights Wayne to earn the distinction of State Champions in Division I for the second straight year, and third time since 2010. Any championship of this magnitude is an accomplishment. To do so with such regularity is truly impressive, and no less deserving of our recognition.

The game itself, a 45-35 victory, kept this particular councilperson on the edge of their seat, particularly in the fourth quarter, but the team overcame adversity, and a late touchdown sealed the victory. The game capped off a 14-1 season record, which is also a notable accomplishment given both the regular season and playoff schedule that the team faced.

Congratulations to the team, coaches, families and the entire St. Edward community. Job well done and best of luck to the graduating seniors as they move on to college.

Please join me in recognizing this significant achievement.

Yours in service,

John Litten
Member of Council, Ward 3
216-302-8333

RESOLUTION NO.

BY:

A RESOLUTION to honor the 2015 St. Edward High School Football Team for earning the Division 1 State Championship.

WHEREAS, it has become common to refer to Lakewood's St. Edward High School as the "Home of Champions" and

WHEREAS, commendation and recognition are due to all members of the St. Edward Football Team for an entire season of outstanding athleticism culminating in a stunning win in Columbus against Huber Heights in a 45-35 victory at Ohio Stadium and

WHEREAS, the St. Edward High School Football Team ended the season with an amazing 14-1 record, and

WHEREAS, by this outstanding accomplishment, the St. Edward High School Football Team has brought recognition and honor not only to themselves but to the entire Lakewood community, and should be recognized in a proper and fitting manner; now, therefore,

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

Section 1. On behalf of the residents of Lakewood, the Mayor and this Council we extend to the Lakewood's St. Edward High School Football Team congratulations for its outstanding achievements during the 2015 high school football season.

Section 2. That the Clerk of Council be, and is hereby authorized to forward a certified copy of this Resolution to Lakewood's St. Edward High School Eagles Football Team c/o Coach Tom Lombardo; St. Edward High School, and that a copy of this resolution be spread upon the minutes of this meeting.

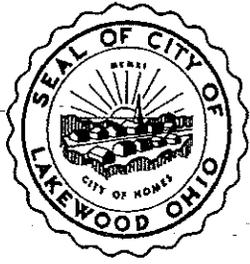
Adopted: _____

President

Clerk

Approved: _____

Mayor



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

www.onelakewood.com

Lakewood City Council

SAMUEL T. O'LEARY, PRESIDENT

DAVID ANDERSON, 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
JOHN LITTEN, WARD 3
DANIEL O'MALLEY, WARD 4

March 21, 2016

Lakewood City Council
Lakewood, OH 44017

Re: Appointment to Citizens Advisory Committee

Dear Members of Council:

This letter serves to notify you of my reappointment of William Barmann to the Citizens Advisory Committee for another one-year term commencing on January 1, 2016. I thank Mr. Barmann for his past service and for his willingness to continue serving on this board.

Sincerely,

Ryan P. Nowlin
Councilmember At large



A



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650
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Lakewood City Council
SAM O'LEARY, PRESIDENT
DAVID W. ANDERSON, VICE PRESIDENT

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Ward Council
DAVID W. ANDERSON, WARD 1
SAM O'LEARY, WARD 2
JOHN LITTEN, WARD 3
DANIEL J. O'MALLEY, WARD 4

March 21, 2016

Lakewood City Council
Lakewood, OH 44107

Re: Resolution Opposing the Trans-Pacific Partnership (TPP) Agreement

Dear Members of Council:

For too long, international trade agreements like NAFTA and CAFTA have been negotiated in secret with little or no concern for the impact they will have on local communities like Lakewood. The Trans-Pacific Partnership (TPP) is the latest such attempt at dismantling our trade laws at the expense of American workers.

As usual, grand promises of economic growth are being made by the advocates of this disastrous new trade agreement. But we have learned the hard way that these promises will ring hollow, having seen hundreds of thousands of Ohio's working families displaced as a result of NAFTA, CAFTA, and other bad trade deals over the last two decades.

A recent study by the American Enterprise Institute estimated Ohio lost over 112,000 jobs last year due to trade with countries that are a part of the TPP. This terrible agreement is a death knell for our already-fragile manufacturing sector which employs thousands of Lakewood residents. As elected leaders of this community, we must speak out.

Please join me in urging our representatives in Congress to oppose the Trans-Pacific Partnership.

Sincerely,

Daniel J. O'Malley
Councilmember, Ward 4

RESOLUTION NO.

BY:

A RESOLUTION Opposing the Trans-Pacific Partnership Agreement (TPP)

WHEREAS,

U.S. trade agreements for the past 25 years have ignored the impact on American workers and communities like Lakewood, skewing the benefits to global corporations while requiring working families to bear the brunt of such policies; and

WHEREAS,

Growing trade deficits, driven by the North American Free Trade Agreement, China's accession to the World Trade Organization, and the U.S.-Korea Free Trade Agreement, have displaced 700,000 jobs and 3.2 million jobs, and 75,000 jobs respectively; and

WHEREAS,

U.S. employment in manufacturing dropped by 5 million from 2000 to 2015; and

WHEREAS,

In 2015 alone, Ohio lost 112,500 jobs due to trade with countries that are a part of the Trans-Pacific Partnership (TPP) Agreement; and

WHEREAS,

Jobs lost due to trade devastate families and communities like Lakewood and can permanently reduce lifetime earnings for hundreds of thousands of workers; and

WHEREAS,

The offshoring of manufacturing and service jobs deprives local and state governments of sorely needed revenues, jeopardizing the livelihoods of millions of public servants as well as construction workers whose jobs depend upon infrastructure building, repair and maintenance; and

WHEREAS,

Under NAFTA-style trade rules, the U.S. annual trade deficit has increased dramatically from \$70 billion in 1993 – the year before NAFTA went into effect – to more than \$508 billion in 2014; and

WHEREAS,

NAFTA and all but two of the U.S. trade deals that followed it include special legal rights for foreign investors, known as “investor-to-state dispute settlement” or ISDS, that allow foreign firms to bypass state and federal courts to challenge state and local laws and regulations; and

WHEREAS,

The TPP includes provisions locking in monopoly protections for expensive specialty drugs called biologics and constraining Medicare's ability to limit spending on drugs, potentially increasing drug costs for the government and all Americans; and

WHEREAS,

Foreign investors already have used NAFTA's ISDS provisions to challenge decisions regarding local building permits, environmental regulations, state bans on toxic chemicals and decisions of state courts; and

WHEREAS,

Promoting economic growth in Lakewood requires an approach that reforms the entire trade negotiation process to ensure that voices of workers, small businesses, families and communities are heard and their interests addressed; and

WHEREAS,

The TPP has been negotiated in secret, effectively shutting state and local governments out of the process, limiting our ability to influence its rules to ensure the people of Lakewood can participate in the benefits of trade; and

WHEREAS,

Repeating old mistakes in negotiating new trade agreements such as the TPP represents a missed opportunity to strengthen our economy and promote sustainable growth; and

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

That the City of Lakewood calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to oppose the TPP and any similar trade deals if they fail to restructure the misguided and failed policies of the past.

Section 1. That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to Clerk of the U.S. Senate and House of Representatives and that a copy of this Resolution be spread upon the minutes of the meeting.

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.

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR



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

MICHAEL SUMMERS
MAYOR

March 16, 2016

Lakewood City Council Members
Lakewood, Ohio 44107

Re: Mayoral Commission Appointments

Council Members –

This letter is to serve as notification of my appointments for the following board and committee:

Lakewood Heritage Advisory Board

Peter Ketter, Director of Historic Preservation, Sandvick Architects, Inc.

Term: January 1, 2016 – December 31, 2019

Citizens Advisory Committee

Deborah Perotto (Replacing Greg Mahoney)

Term: January 1, 2016 – December 31, 2018

Thank you to these residents for being willing to volunteer their time and talent to help keep Lakewood strong and vibrant.

Very truly yours,

Michael P. Summers, Mayor



KEVIN M. BUTLER
DIRECTOR OF LAW

PAMELA ROESSNER
CHIEF PROSECUTOR

JENNIFER L. SWALLOW
CHIEF ASSISTANT
LAW DIRECTOR

**LAW DEPARTMENT
OFFICE OF PROSECUTION**
12650 Detroit Avenue | Lakewood, Ohio 44107
(216) 529-6030 | Fax (216) 228-2514
www.oneLakewood.com

kevin.butler@lakewoodoh.net
(216) 529-6034

March 21, 2016

Lakewood City Council
Lakewood, Ohio

Re: Volunteer Peace Officer's Dependent Fund Board

Dear Members of Council,

A new state law requires Council to appoint two citizens to the Volunteer Peace Officer's Dependent Board. Attached is a resolution which accomplishes this purpose which I would ask you to refer to committee for further discussion.

Respectfully,

Kevin M. Butler

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, creating the Volunteer Peace Officer Dependent Fund Board for the purpose of assisting in the review and determination of validity of claims made under the Volunteer Peace Officer Dependent Fund established by ORC Chapter 143 for death or disability of a volunteer peace officer; and naming two appointees to the board.

WHEREAS, Ohio Revised Code Chapter 143 will become effective on March 23, 2016; and

WHEREAS, Ohio Revised Code Chapter 143 requires that any local government which employs volunteer peace officers participate in a newly established Volunteer Peace Officer Dependent Fund (the "Fund") in order to establish a process of submitting and paying claims for injuries of volunteer officers resulting in death or disability; and

WHEREAS, Chapter 143 of the Ohio Revised Code also requires that participating governments establish a Board to accept and determine eligibility of claims made under the Fund; and

WHEREAS, the Revised Code established a five member Board serving one-year terms with two members appointed by the legislative authority, two members elected by the volunteer peace officers of the police or sheriff's department and one member elected by the four members above; and

WHEREAS, each board member must be an elector of the city, but cannot be a public employee, member of the legislative authority, or peace officer of the city; 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 is required to establish a Board no later than April 22, 2016; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Council hereby establishes the Volunteer Peace Officer Dependent Fund Board for the purpose of assisting in the review and determination of validity of claims made

under the Volunteer Peace Officer Dependent Fund established by ORC Chapter 143 for death or disability of a volunteer peace officer.

Section 2. Council hereby appoints _____ and _____ as members of the Volunteer Peach Officer Dependent Fund Board, each for a one-year term expiring December 31, 2016.

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.

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 PUBLIC WORKS
12650 DETROIT AVENUE • 44107 • (216) 529-6800

JOSEPH J. BENO, PE
Director of Public Works

MARK K. PAPKE, PE, CPESC
City Engineer

March 16, 2016

Lakewood City Council and Mayor

**RE: Council Resolution – Encapsulation of the Sanitary Sewer line over IR-90 just west of SR-237
CUY-90-7.74; PID 102194**

Dear Members of City Council and Mayor Summers,

The above referenced project entails rehabilitating the sanitary sewer line over Interstate 90. The original pipe coating is debonding from the pipe and is in need of rehabilitation. The design plans are currently in progress. The attached agreement represents ODOT's commitment to the project by fully funding the construction of this needed project in an amount not to exceed \$400,000. The City of Lakewood is responsible for the engineering and construction administration. I request that Council approve the agreement and provide a 10% contingency for unforeseeable conditions that may be encountered in the construction phase in an amount not to exceed \$40,000.

Two (2) certified copies will need to be issued to ODOT immediately upon its passage.

Please let me know if you have any further questions.

Respectfully,
THE CITY OF LAKEWOOD

Mark K. Papke, PE, CPESC
City Engineer

Copy to: Joe Beno -- Lakewood Public Works Director

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 Mayor, on behalf of City of Lakewood, to enter into an agreement to accept approximately \$400,000 from the Ohio Department of Transportation for the encapsulation of the sanitary sewer line over IR-90 just west of SR-237.

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 and for the scheduling of sewer improvement projects; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor, on behalf of the City of Lakewood, is hereby authorized to enter into an agreement (attached as Exhibit "A") to accept approximately \$400,000 from the Ohio Department of Transportation for the encapsulation of the sanitary sewer line over IR-90 just west of SR-237.

Section 2. The Clerk of Council is hereby directed to transmit a certified copy of this legislation to the Director of Transportation.

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

Exhibit A

Rev. 3/6/2016

CUY-90-7.74 PCS

COUNTY-ROUTE-SECTION

102194

FID NUMBER

27681

AGREEMENT NUMBER

LPA NON-FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Lakewood, hereinafter referred to as the LPA, City of Lakewood, 12650 Detroit Avenue, Lakewood, Ohio 44107.

1. PURPOSE

- 1.1 Section 5501.03 (D) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable State laws and regulations with oversight by ODOT.
- 1.2 The encapsulation of the sanitary sewer line over IR-90 just west of SR-237 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive State funding.
- 1.3 The LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for the State fund involved.
- 1.4 It is the mutual desire of both ODOT and the LPA to have the LPA serve as the responsible lead agency for the administration of the PROJECT.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the State funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(c) of the Ohio Revised Code;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures.
- 2.2 The LPA shall comply with all applicable State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$400,000 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$400,000 in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the State funds involved.
- 4.3 The LPA agrees to (option one, LPA to construct curb ramps: install and/or repair, prior to the construction commencement date of the PROJECT, all curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act, or option two, ODOT to construct curb ramps: allow ODOT to proceed with, as part of the highway improvement, the installation and/or repair of curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.)
- 4.4 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates <http://www.dot.state.oh.us/drrc/Pages/default.aspx>.
- 4.5 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The prequalified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The prequalified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right of way acquisition activities shall be performed by the LPA in accordance with State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and acquired right of way is required for this PROJECT, the LPA shall certify that the right of way has been acquired in conformity with State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Prequalified Consultant through a Qualifications Based Selection process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with State laws and rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that such right of way has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities, as appropriate.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Upon approval of the Plan Package Submittal by the Office of Local Projects, the LPA shall commence all competitive bidding and contract award activities associated with the PROJECT's construction in accordance with all applicable State and local bidding requirements.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents.
- 7.4 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.5 Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bidding, at the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.
- 7.6 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.7 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/resources/findings/default.htm>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all State funding commitments.
- 7.8 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA

shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

- 8.3 The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction Contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA elects to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
- Mayor Michael P. Summers
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all state funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT, may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

- 8.10 After completion of the PROJECT and in accordance with applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the ownership and authority of the LPA for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any State-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$200,000, the LPA shall ensure that Encouraging Diversity, Growth and Equity (EDGE) requirements, as defined in Ohio Revised Code 123.162, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. To meet this requirement, EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Encouraging Diversity, Growth and Equity (EDGE) requirements. EDGE participation goals (subcontracts, materials, supplies) have been set on this project for those EDGE firms who have been certified by the Ohio Department of Administrative Services pursuant to Ohio Revised Code 123.162, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR EDGE GOALS

In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of EDGE subcontractors. In the event the Contractor is unable to meet the EDGE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Contractor must provide the following information and documentation when requesting EDGE goal waiver:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
8. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the EDGE goal.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the EDGE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the State funds.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION: DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:
Michael P. Summers, Mayor
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

If to ODOT:
Myron S. Pakush, Deputy Director
ODOT District 12
5500 Transportation Boulevard
Garfield Heights, Ohio 44125

15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below: ¹

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus Indirect costs determined using the Federal De Minimis Indirect Cost Rate²
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
- 4. Direct Labor plus Indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
- 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LTAP Manual of Procedures.

15.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after payment of the LPA's final voucher for payment or reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As ODOT may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA or ODOT, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

¹ Note: If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Insert address for Q&A document, once published.

- 15.3 *Ohio Ethics Laws:* Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 15.4 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.5 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.6 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.6 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. This Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.7 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Lakewood

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Michael P. Summers
Title: Mayor

By: _____
Jerry Wray
Director

Date: _____

Date: _____

Approved As To Legal Form:
Kenneth G. Seccombe, ASST
Director of Law, City of Lakewood

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES						TOTAL
	LPA FUNDS			STATE FUNDS			
	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT							
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS							
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION							
PROJECT CONSTRUCTION COSTS				400,000	100	4PS7	400,000
INSPECTION							
TOTAL				400,000			400,000

CUY-90-7.74 PCS
COUNTY-ROUTE-SECTION
102194
PID NUMBER
27581
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and Federal tax ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We City of Lakewood request that all payments for the Federal/State
(NAME OF LPA)

share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

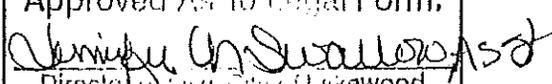
be paid directly to _____
(CONTRACTOR'S NAME)

Contractor Name:
 OAKS Vendor ID:
 Mailing Address:

 LPA signature

LPA Name:
 OAKS Vendor ID:
 Mailing Address:

 Approved, ODOT signature

Approved As To Legal Form:

 Director, City of Lakewood



12650 DETROIT AVENUE • 44107 • 216/520-6613 • FAX 216/520-5669
Website: www.onelakewood.com

Jean M. Yousefi, SPHR
Director of Human Resources

March 14, 2016

Lakewood City Council
12650 Detroit Avenue
Lakewood, OH 44107

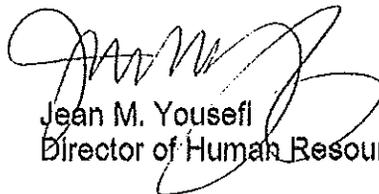
Dear City Council Members:

I am submitting the attached revision to the Salary Ordinance for your approval. Due to an administrative oversight the top end of salary grade 38 was not adjusted correctly in 2015. This omission was then exacerbated with the 2016 salary adjustment.

The only salary grade affected was grade 38. The top end of grade 38 should be \$96,497.61. This correction in the salary grade will not have any material effect on the budget or any employee currently in this grade.

I appreciate your assistance with this matter.

Respectfully Submitted,


Jean M. Yousefi
Director of Human Resources

ORDINANCE NO. 32-15A

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 at the earliest period allowed by law, to amend Ordinance No. 32-15, adopted November 2, 2015, to provide for creating positions and rates of pay for full-time and certain part-time annual salaried employees and hourly rate employees not covered by a collective bargaining agreement in the several departments, divisions and offices of the City of Lakewood, including the Chief of Fire, Chief of Police and Civil Service Commissioners.

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

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect immediately upon its adoption by Council and approval by the Mayor, as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public property, health and safety, and to provide for the usual daily operation of municipal departments in that these changes need to be incorporated immediately to correct a prior oversight; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Ordinance No. 32-15, adopted November 2, 2015 currently reading as follows:

Section 1. Classifications, rates of pay, pay grades, levels and certain other supplemental compensation for non-probationary full-time and certain part-time, annual salaried and hourly rate employees not covered by a collective bargaining agreement are hereby authorized, effective on the effective date of this ordinance, in the several departments, divisions and offices of the City of Lakewood, as modified herein, and with the approval of the Department Director, Director of Finance, Director Human Resources and Mayor as follows.

Section 2. Classification/Pay Grade Assignments and Pay Schedules.

<u>Grade</u>	<u>Classification Assigned to Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
25	Property/Evidence Technician		\$41,439.11
...			
36	Assistant Director of Finance I IS Project Manager	\$62,098.71	\$93,687.68

...			
-----	--	--	--

is hereby amended to read as follows:

Section 1. Classifications, rates of pay, pay grades, levels and certain other supplemental compensation for non-probationary full-time and certain part-time, annual salaried and hourly rate employees not covered by a collective bargaining agreement are hereby authorized, effective on the effective date of this ordinance, in the several departments, divisions and offices of the City of Lakewood, as modified herein, and with the approval of the Department Director, Director of Finance, Director Human Resources and Mayor as follows.

Section 2. Classification/Pay Grade Assignments and Pay Schedules.

<u>Grade</u>	<u>Classification Assigned to Pay Grade</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
25	Property/Evidence Technician		\$41,439.11
...			
36	Assistant Director of Finance I IS Project Manager	\$62,098.71	\$96,497.61
...			

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

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

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR



DEPARTMENT OF PLANNING & DEVELOPMENT
DRU SILEY, DIRECTOR

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

March 21, 2016

Lakewood City Council
12650 Detroit Avenue
Lakewood, Ohio 44107

RE: Leasing of space in the Community Health Center

Dear Members of Council:

The attached resolution authorizes the City of Lakewood to enter into a lease agreement with The Cleveland Clinic Foundation for the Women's Center at the Community Health Center. The Women's Center is currently a tenant in the Community Health Center, whose long-term lease is set to expire on April 30, 2016.

The proposed lease extension is for 3 years at existing terms. The Women's Center is the largest tenant in the building and occupies 40% of leasable square footage. We support the extension of this lease.

I look forward to answering any questions you may have on this process.

Sincerely,

Dru Siley, Director
Planning & Development

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 Mayor to enter into a lease agreement with The Cleveland Clinic Foundation for the lease of the real property located at 1450 Belle Avenue, Suite 300, also known as the Community Health Center.

WHEREAS, the City is the owner of real property located at 1450 Belle Avenue, known as the Community Healthcare Center; and

WHEREAS, Suite 300 of that property is currently occupied subject to a long term lease for that suite expires April 30, 2016; and

WHEREAS, this Council has determined it is in the best interest of the City to renew its leasehold relationship with the Cleveland Clinic Foundation to further the interest of the City and its residents; and

WHEREAS, this Council by a vote of at least five of its members determines that this 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 department in that the lease governing this suite has already expired; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor is hereby authorized, on behalf of the City, to enter into a lease agreement with The Cleveland Clinic Foundation for the lease of the real property located at 1450 Belle Avenue, Ste. 300 also known as the Community Health Center, in substantially the same form as Exhibit A.

Section 2. All provisions of the Codified Ordinances with respect to the sale or lease of City-owned property are deemed to have been met or superseded by this ordinance inasmuch as those provisions apply to the lease of real property contemplated in the agreement.

Section 3. To the extent that this resolution is inconsistent with any other ordinance or resolution previously adopted by Council with respect to the purchase of property by the city or the sale or lease of property owned by the City, this ordinance is meant to and shall supersede such previously-adopted legislation.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and 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 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

President

Clerk

Approved _____

Mayor

Exhibit A

Third Amendment to Lease Agreement

(followed by the Lakewood Community Health Center Office Lease,
The First Amendment to Lease Agreement, and
Second Amendment to Lease Agreement)

THIRD AMENDMENT
TO
LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 1st day of April, 2016, by and between THE CITY OF LAKEWOOD ("Landlord"), as successor in interest to Lakewood Hospital Association ("Original Landlord") and THE CLEVELAND CLINIC FOUNDATION ("Tenant").

WITNESSETH:

WHEREAS, pursuant to a certain Lease Agreement dated as of April 19, 2011, as amended by a certain First Amendment to Lease Agreement dated as of September 1, 2012 and as amended by a certain Second Amendment to Lease Agreement dated as of February 1, 2014 (collectively, the "Lease"), Tenant leased from Landlord, for use by its OBGYN & WOMEN'S HEALTH INSTITUTE, those certain premises known as Suite Nos. 300, 300A, 310, 320, 330 and the "Additional Space" referred to in the First and Second Amendments, all of which are located on the third floor of the Lakewood Community Health Center located at 1450 Belle Avenue, Lakewood, Ohio and consisting of a total of approximately 9,697 square feet of space (the "Premises") for a Term which is scheduled to expire on April 30, 2016; and

WHEREAS, on December 22, 2015, Landlord acquired fee simple title to the Building from Original Landlord and became Landlord under the Lease; and

WHEREAS, Landlord and Tenant desire to amend and/or supplement certain of the provisions of the Lease so as to provide for the extension of the Term of the Lease and the amount of Base Rent to be paid therefor,

NOW, THEREFORE, for and in consideration of the premises and the promises and covenants set forth hereinbelow, the parties agree that the Lease is hereby amended and/or supplemented as follows:

1. The Term of the Lease is hereby extended for an additional period of three (3) years, commencing May 1, 2016 and ending on April 30, 2019 (the "First Extended Term").

2. During the First Extended Term, Tenant's Base Rent shall remain unchanged at \$169,697.50 per annum, payable in equal monthly installments of \$14,141.46 each.

3. Except as amended and/or supplemented herein, the Lease shall remain unchanged and in full force and effect and all defined terms set forth in the Lease shall have the same meaning herein. In the event of a conflict between the provisions contained in the Lease and that of this Third Amendment, the provisions contained in this Third Amendment shall govern. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by the First, Second and Third Amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Lease Agreement as of the date set forth above to be effective as of the May 1, 2016.

THE CITY OF LAKEWOOD

By: _____

Its: _____

"LANDLORD"

THE CLEVELAND CLINIC FOUNDATION

By: _____

Its: _____

"TENANT"

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, appeared The City of Lakewood by _____, its _____, who acknowledged that he/she did sign the foregoing Third Amendment to Lease Agreement and that the same is his/her free act and deed personally and as such officer and the free act and deed of Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, appeared The Cleveland Clinic Foundation by _____, its _____, who acknowledged that he/she did sign the foregoing Third Amendment to Lease Agreement and that the same is his/her free act and deed personally and as such officer and the free act and deed of Tenant.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary Public

LAKWOOD COMMUNITY HEALTH CENTER

OFFICE LEASE

LANDLORD: Lakewood Hospital Association
c/o North Pointe Realty, Inc.
5915 Landerbrook Drive, Suite 120
Mayfield Heights, Ohio 44124
Attention: Michael J. Peterman

TENANT: The Cleveland Clinic Foundation (OBGYN)
9500 Euclid Avenue
Cleveland, Ohio 44195
Attention: Institute Chair

PREMISES: Suites 300, 310 and 330
Lakewood Community Health Center
1450 Belle Avenue
Lakewood, Ohio 44107

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OFFICE LEASE

This Office Lease (the "Lease") is made as of the 19th day of April, 2011, between LAKEWOOD HOSPITAL ASSOCIATION, an Ohio non-profit corporation ("Landlord") and THE CLEVELAND CLINIC FOUNDATION (OBGYN), an Ohio non-profit corporation ("Tenant").

1. PREMISES

In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases unto Tenant and Tenant hereby rents and accepts from Landlord those certain premises containing approximately 4,701 rentable square feet, located in Suite Nos. 300, 310 and 330 on the third floor, which premises are outlined on Exhibit A attached hereto and made a part hereof (the "Premises"), and which Premises are contained in that certain building known as the Lakewood Community Health Center located at 1450 Belle Avenue, Lakewood, Ohio (the "Building"). The Building, together with the land on which it is situated, and all other improvements located thereon are collectively referred to herein as the "Property". Except as otherwise provided herein, Tenant shall have full and unimpaired access to the Premises and on a non-exclusive basis to the common areas of the Building and the Property. From and after April 19, 2011 through and including June 30, 2011, the Premises should consist of only Suites 300 and 310 (a total of 4,611 rentable square feet); on July 1, 2011, Suite 330 (90 rentable square feet) shall be automatically added to the definition of the Premises.

2. TERM

2.1 Term: The term of this Lease (the "Term") shall commence on April 19, 2011 (the "Commencement Date") and expire on April 30, 2016. The expiration of the Term or sooner termination of this Lease pursuant to its provisions is referred to herein as the "Lease Termination".

2.2 Holding Over: If Tenant holds over beyond the expiration of the Initial Term or of any extended Term, Tenant shall be deemed a tenant from month-to-month subject to all the terms of this Lease except that the monthly base rent for such holdover shall be 150% of the monthly base rent which was payable by Tenant to Landlord for the last month of the Term prior to such expiration. Nothing herein shall relieve Tenant from vacating the Premises at the end of the Term or any extension thereof, or earlier termination thereof, and Tenant shall be liable to Landlord for any damages which Landlord may suffer as the result of Tenant's failure to vacate the Premises on the date required herein.

3. RENT

3.1 Base Rent: Tenant shall pay to Landlord at Landlord's office or at such other place as Landlord may from time to time designate in writing, as Base Rent for the Term, annual Base Rent as follows:

<u>Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
04/19/11 – 06/30/11	\$80,692.50	\$6,724.38
07/01/11 – 04/30/16	\$82,267.50	\$6,855.63

Each monthly payment shall be due in advance on the first day of each month of the Term, beginning on the date the Term commences, and continuing on the first day of each calendar month thereafter. Base Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent for each day.

- 3.2 Service Charge for Late Payment: If any installment of Base Rent, additional rent or any other charge provided for herein, or any part thereof, is not paid within ten (10) days after its due date, it shall be subject to a service charge of one and one-half percent (1-1/2%) of the unpaid amount due for each month or fraction thereof, or such lesser amounts as may be the maximum amount permitted by law, until paid.
- 3.3 Rentals: The term "Rentals" as used in this Lease shall include all Base Rent payable pursuant to paragraph 3.1 above and any additional rent payable pursuant to the terms of this Lease. All Rentals shall be paid to Landlord at the address to which notices to Landlord are given, as specified in Section 23 below.

4. USE OF PREMISES

- 4.1 In General: Tenant shall use and occupy the Premises for Medical Office purposes only and for no other purpose. Tenant shall maintain the Premises in a safe and careful manner, conforming to good housekeeping practices, without permitting any nuisance or committing any waste or exceeding floor load capacities. Tenant shall conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all governmental bodies or authorities respecting its use of the Premises. Further, Tenant agrees not to use the Premises in any manner deemed specially hazardous because of fire risk or otherwise. No volatile or toxic substances or nuclear or radioactive materials shall be brought or kept on the Premises or common areas, or stored therein, without the written consent of Landlord first obtained. If any of Tenant's operations produce gases, vapors, odors, smoke, residuary material or noise disturbing Landlord or other occupants of the Building, Tenant shall, on Landlord's written demand, cease such operation or install, at Tenant's sole cost, ventilating or other apparatus to eliminate such disturbances. Any unbalancing or overloading of electric equipment or wiring in the Building caused by Tenant shall be alleviated by Tenant, at Tenant's sole cost, immediately.
- 4.2 Rules and Regulations: Tenant and its agents, employees and invitees shall faithfully observe and strictly comply with the Rules and Regulations set forth in Exhibit B attached hereto and made a part hereof, as the same may be amended by Landlord from time to time or hereafter promulgated by any applicable governmental authority, for the care and use of the Premises, the Building, and the common areas of the Property. Nothing in this Lease shall impose upon Landlord any duty or obligation to enforce the Rules and Regulations in any other Lease as against any other Tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant or the agents, employees, licensees or invitees of such other tenant.

5. MAINTENANCE AND REPAIRS

- 5.1 Landlord's Obligations: Landlord shall maintain in good condition the following:

- (a) The structural parts of the Building including without limitation the foundations, loadbearing and exterior walls, subflooring, ceilings, roof and roofing;
- (b) The unexposed electrical, plumbing and sewage systems outside the Premises;
- (c) Window frames, gutters and downspouts on the Building;
- (d) Sidewalks, curbs, parking lots and other common areas; and
- (e) Heating, ventilating and air conditioning systems servicing the Premises.

5.2 Repair of Premises by Tenant: Except as expressly set forth above, Tenant shall, at Tenant's sole expense, make all repairs and replacements to the Premises to maintain and preserve the Premises in good condition and repair, including, without limitation, the replacement of all broken glass and plate glass which is broken from the inside out. All repairs required to be made by Landlord as a result of the misuse or neglect of the Premises or Building by Tenant, its agents, employees, contractors, customers, or invitees, or damage to or defacement of the Building or any part thereof by reason of Tenant's move-in, move-out or tenancy therein, shall be at the sole expense of Tenant. Tenant shall further make any repairs and shall install any devices required by governmental bodies or agencies because of Tenant's use of the Premises or if the same constitute or are in connection with Tenant's obligations under this Lease.

6. ALTERATIONS AND FIXTURES

6.1 Alterations: Tenant shall not make any alterations or additions (collectively "Alterations") to the Premises during the Term which (a) affect any structural element of the Building or its life safety or security system or (b) cost more than Ten Thousand (\$10,000.00) Dollars individually or Twenty-five Thousand (\$25,000.00) Dollars in the aggregate during any calendar year except in accordance with plans and specifications first approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed. All alterations and additions for which approval is required shall be part of the Building and shall remain in the Building upon the termination of this Lease unless Tenant specifies when it submits its plans and specifications therefor that it will remove the alterations and additions upon such termination or expiration and restore the Premises to a broom clean condition substantially equivalent to its former condition.

Before Tenant commences any alteration or addition it shall secure all licenses and permits required for the work, deliver to Landlord a list of all contractors and subcontractors and the estimated cost of all labor and materials to be furnished by them, and cause each contractor to carry Workers' Compensation insurance in the full amounts required by law and reasonable comprehensive public liability and property damage insurance coverage, and upon Landlord's request shall deliver to Landlord certificates evidencing such insurance. Tenant agrees to pay promptly when due the entire cost of any work done in respect of its alterations and additions and to

promptly discharge or bond any liens for labor performed or materials furnished in connection therewith that may attach to the Premises or the Building.

- 6.2 Fixtures and Personal Property: Tenant may install in the Premises such trade fixtures, equipment, furniture and personal property (collectively "Fixtures") as it considers advisable for the conduct of its business. All fixtures installed by or at the expense of Tenant shall remain the property of Tenant. Upon the Lease Termination, Tenant shall remove all Fixtures from the Premises, except alterations and additions made by Tenant to the extent they are required or permitted to remain in the Premises under the terms of paragraph 6.1 above. If within ten (10) days after Lease Termination Tenant has not removed all Fixtures from the Premises which are required or permitted to be removed or to repair any damage caused by such removal, then Landlord shall have the right, at its option, to be exercised by written notice to Tenant to: (a) notify Tenant that such remaining Fixtures shall be deemed abandoned by Tenant if not removed within ten (10) days of Tenant's receipt of such notice or (b) remove such Fixtures, make the necessary restorations to the Premises and/or repair the damage caused by such removal, as the case may be, whereupon Tenant shall pay the cost thereof to Landlord within ten (10) days after receipt of an invoice.

7. UTILITIES AND SERVICES

- 7.1 Payment by Tenant: From and after the Commencement Date, Tenant shall pay the sum of \$587.63 per month directly to Landlord for all electrical service used in its Premises. In addition, Tenant shall pay for all replacements of light bulbs and fluorescent lighting tubes, starters, ballasts and emergency and exit lights in the Premises.
- 7.2 Services: Landlord shall maintain the Building and all adjacent plantings and common areas in a manner befitting first class rental premises in the locality of the Building, and shall provide Tenant with all of the following services:
- (a) At Tenant's cost, as stated above, electricity for lighting and the operation of office equipment;
 - (b) Building standard cleaning and janitorial services in the Premises and in the common areas of the Building.
 - (c) Municipal water supply and sewerage service to the public lavatories;
 - (d) Removal of snow from parking areas, drives and walks;
 - (e) Heating, ventilation and air conditioning designed to heat and cool all areas of the Premises at reasonably comfortable temperatures, which heating, ventilating and air conditioning shall be provided between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and between 8:00 a.m. and 1:00 p.m. on Saturdays, except on legal holidays.
 - (f) All exterior landscaping and maintenance;

- (g) Rubbish removal; and
- (h) Pest extermination as required.

In the event that Tenant shall request that Landlord furnish services in addition to the services set forth above, or if Tenant shall request that Landlord shall deviate from Landlord's standard operation of the Building, and if Landlord shall elect to provide such additional services or deviate from its standard procedure, Tenant shall pay Landlord's charges relating thereto within ten (10) days from receipt of an invoice from Landlord.

- 7.3 Failure of Services: Landlord shall not be liable for failure to furnish utilities or services to the Premises when the failure results from causes beyond Landlord's reasonable control, but in case of such failure Landlord shall take all reasonable steps to restore the interrupted utilities or services as soon as practicable.

8. INDEMNIFICATION AND WAIVER OF LIABILITY

- 8.1 Indemnification: Tenant shall defend, indemnify, and hold harmless Landlord from all claims arising out of any injury or damage to any person or property resulting from any default by Tenant under this Lease or from the negligence or willful misconduct of Tenant, or any agent, employee, customer, or contractor of Tenant. Landlord shall defend, indemnify, and hold harmless Tenant from all claims arising out of any injury or death or damage to any person or property resulting from any default by Landlord under this Lease or from the negligence or willful misconduct of Landlord, or any agent or employee of Landlord (including without limitation contractors, subcontractors, or other parties employed in connection with construction on the Premises).

- 8.2 Waiver of Liability: Except for the negligence or misconduct of Landlord, Tenant waives all claims against Landlord for damage to person or property sustained by Tenant or any person claiming through Tenant resulting from:

- (a) Any accident or occurrence upon the Premises or the Building, including the land and parking areas appurtenant thereto;
- (b) Wind, rain or other force of nature;
- (c) Any failure of plumbing, heating or air conditioning equipment, electrical wiring or equipment, or gas or water pipes;
- (d) Broken glass;
- (e) The leaking or backing up of any sewer pipe, gutter or downspout;
- (f) The bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe or tank in, upon or about the Building or the Premises;
- (g) The escape of gas or hot water;

- (h) Water, snow or ice being upon or coming through the roof, stairs, doorways, foundations, walks, or any other place upon or near the Building, the Property or the Premises;
- (i) Falling of any fixture, plaster, tile or stucco; and
- (j) Any act, omission or negligence of any tenant, licensee, trespasser, tortfeasor, or other person in or about the Building and the parking areas.

9. INSURANCE

- 9.1 Building and Property Insurance: Landlord shall at all times throughout the Term either self-insure, or shall maintain fire, extended coverage and casualty Insurance covering the Building in an amount or amounts not less than ninety percent (90%) of the full replacement cost of the Building. Tenant shall maintain insurance on its property in the Premises in an amount equal to the full insurable value thereof.
- 9.2 Waiver of Subrogation: Landlord and Tenant hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to the Premises, or the Building, or any other property or business caused by any of the perils covered by a standard fire insurance policy with extended coverage, vandalism and malicious mischief endorsements, building and contents and business interruption (if applicable) insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued and further that the foregoing waivers do not invalidate any policy of insurance of the parties hereto, now or hereafter issued. The waivers set forth herein shall not apply in any case in which the application thereof would result in the invalidation of any such policy of insurance. Any additional premium caused by these waivers of subrogations shall be paid by the party benefited thereby.
- 9.3 Liability Insurance: Tenant shall, at its sole cost and expense, either self-insure, or shall obtain and maintain throughout the Term and any extension thereof one or more policies of comprehensive general liability insurance, including personal injury, death and property damage insurance, issued by a responsible insurance company or companies authorized to do business in the State of Ohio in an amount not less than Two Million Dollars (\$2,000,000) and providing a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury, death or property damage to one or more persons. Landlord and Landlord's management agent, North Pointe Realty, Inc., shall be named as additional insured parties under said self-insurance or policies. At the commencement of the Term and thereafter at any time within ten (10) days after Landlord's request therefor, Tenant shall deposit with Landlord a copy of all such policies or certificates showing such insurance to be in force with all current premiums therefor paid. All such policies shall contain an undertaking by the insurers to notify the Landlord, in writing, by registered or certified mail, not less than thirty (30) days prior to any material change, cancellation or other termination thereof. Tenant shall also either self-insure, or shall obtain and maintain throughout the Term such

other forms of insurance as Landlord may reasonably require from time to time, in form and amounts and insuring against risks included within fire, extended coverage, vandalism, malicious mischief and all-risk coverages.

Landlord shall, at its sole cost and expense, either self-insure, or shall obtain and maintain throughout the Term and any extension thereof one or more policies of comprehensive general liability insurance, issued by a responsible insurance company or companies authorized to do business in the State of Ohio in an amount not less than any amounts of insurance required to be obtained and maintained by Tenant under the Terms of this Agreement. If permitted by Landlord's liability carrier, Tenant shall be named as an additional insured party under any such insurance policies described in this section which are required to be obtained and maintained by Landlord.

10. DAMAGE OR DESTRUCTION

If at any time during the Initial Term or any extension thereof, the whole or a substantial portion of the Building or Premises is so damaged or destroyed by fire or other casualty and such damage or destruction materially affects Tenant's ability to conduct normal business operations in the Premises and such damage cannot reasonably be expected to be repaired within one hundred twenty (120) days, then either Landlord or Tenant may elect to terminate the Lease by so notifying the other within thirty (30) days after the date of the damage or destruction, specifying a date for termination that shall be not less than thirty (30) days from the date of such notice; provided that Landlord give Tenant notice within thirty (30) days of the occurrence of such damage of whether or not the Premises will be repaired within the one hundred twenty (120) days. If neither Landlord nor Tenant so elect to terminate this Lease, then Landlord shall promptly commence to repair and restore the Building and Premises to their condition immediately prior to such fire or casualty except that Landlord shall not be required to repair or restore alterations and additions to the Premises made by Tenant in accordance with the provisions of Section 6 hereof. If Landlord has not completed such repair and restoration within one hundred eighty (180) days after the date of the damage or destruction, Tenant may by thirty (30) days advance notice to Landlord elect to terminate this Lease. Tenant's obligation to pay Base Rent shall be abated commencing on the date of such damage or destruction in the proportion that the area of the part of the Premises so damaged or destroyed or rendered untenable bears to the total area of the Premises, until the Premises are repaired or restored or the Lease is terminated as aforesaid. A substantial portion of the Building and/or Premises shall be deemed to have been damaged or destroyed by fire or other casualty if the undestroyed or undamaged part of the Building and/or Premises shall be insufficient for the economic and feasible operation thereof by Tenant.

11. CONDEMNATION

11.1 Termination: If at any time during the Term more than twenty-five percent (25%) of the Building shall be condemned or taken for public or quasi public use, or if any portion of the Building, the common areas or Premises is so condemned or taken which would materially affect Tenant's ability to conduct normal business operations in the Premises, this Lease shall automatically terminate as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such condemnation or taking. If at any time during the Term more than twenty-five percent (25%) of any parking area allocated to Tenant hereunder shall

be so condemned or taken, and Landlord does not agree to provide Tenant with other substantially equivalent parking, Tenant may by thirty (30) days advance notice to Landlord elect to terminate this Lease.

11.2 Partial Taking: In the event of a partial condemnation or taking that does not result in a termination of this Lease in accordance with the provisions of paragraph 11.1 hereof, the Base Rent due hereunder shall abate in proportion to the portion of the Premises affected by such condemnation or taking.

11.3 Awards: Landlord shall be entitled to the entire award resulting from any such condemnation or taking, provided, however, that Tenant shall be entitled to any portion of any award attributable to the value of the leasehold estate created by this Lease, and provided further that Tenant may file a claim against the condemning authority for its moving and relocation expenses and for the unamortized value of any leasehold improvements paid for by Tenant.

12. ASSIGNMENT AND SUBLETTING

12.1 In General: Tenant shall not voluntarily assign its interest in this Lease nor sublet all or any portion of the Premises nor permit the use or occupancy of the Premises by any other person or entity without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. Any consent by Landlord to any assignment, subletting, or use or occupation of the Premises by anyone other than Tenant shall not constitute a consent to any subsequent assignment, subletting, or use or occupation.

12.2 Excess Rental: If Landlord does consent to the assignment of this Lease or the subletting of all or substantially all the Premises, and if the total rental amount to be paid by the sublessee or assignee is in excess of the Rentals hereunder, Tenant shall remit such excess to Landlord immediately upon receipt.

12.3 Financial Statements: If Tenant requests Landlord's consent to the assignment of this Lease or to a sublease of all or substantially all the Premises, Tenant shall include with such request the name, address and current financial statements of the proposed assignee or sublessee, the rental to be paid and all other conditions and provisions of the proposed assignment or subletting. Landlord may, in lieu of giving or withholding its consent, terminate this Lease as to the affected portion of the Premises by written notice to Tenant within ten days after Tenant's request for Landlord's consent; such termination shall be effective on the twentieth day following the date on which Landlord's termination notice is given.

12.4 Tenant's Liability: If at any time during the Term Tenant sublets all or any part of the Premises or assigns this Lease, whether with or without the consent of Landlord, Tenant shall nevertheless remain liable under all the terms, covenants, and conditions of this Lease. If this Lease is assigned or if the Premises or any part thereof is subleased or occupied by anybody other than Tenant, Landlord may collect from the assignee, sublessee, or occupant any Rentals payable by Tenant under this Lease and apply the amount collected to the Rentals; however, such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee, or occupant as a tenant nor a release of Tenant under this Lease.

13. DEFAULT

13.1 Tenant's Default – Definition: The occurrence of any of the following shall constitute a default by Tenant:

- (a) Failure to pay any Rental when due, if the failure continues for five (5) days after written notice thereof is given by Landlord to Tenant;
- (b) The filing by or against Tenant of a petition for adjudication as a bankrupt, for reorganization under Chapter X, for an arrangement under Chapter XI, or for any other debtor or capital structure relief under the Bankruptcy Act of 2005, as now or hereafter amended or supplemented, if such petition is not dismissed within sixty days after filing;
- (c) The making of an assignment for the benefit of creditors, or the appointment of a receiver of substantially all the property of Tenant, in any action, suit or proceeding by or against Tenant, or the offering for sale of Tenant's interest in the Premises under execution or other legal process, if such assignment, appointment or offering is not dismissed or terminated within sixty days after filing; or
- (d) Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty days after written notice thereof is given by Landlord to Tenant; if the default is non-monetary in nature and cannot reasonably be cured within thirty days, Tenant shall not be in default if Tenant commences to cure such non-monetary default within the thirty day period and diligently continues to cure such default and completes such cure within a reasonable amount of time, not to exceed sixty (60) additional days.

13.2 Tenant's Default – Remedies: In the event of an uncured default by Tenant, Landlord shall be entitled to any and all remedies under applicable law. In addition to any such remedies, Landlord may, by three days' written notice to Tenant, terminate this Lease, or without terminating this Lease re-enter the Premises peaceably and lawfully. Under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction. All remedies available to Landlord are cumulative. No termination of this Lease nor taking of possession of the Premises by Landlord shall deprive Landlord of any applicable remedies against Tenant or relieve Tenant from any liability for damages under this Lease.

13.3 Reletting of the Premises: Landlord shall, on behalf of Tenant if Landlord re-enters the Premises without terminating this Lease or on its own behalf if the Lease is terminated, attempt to relet the Premises. Any such reletting shall be for any period, for any sum (including rental concessions and rent-free occupancy), and on any other terms and conditions which Landlord may deem suitable and satisfactory, provided that at all times Landlord acts in a commercially reasonable manner. In the event of any reletting, Landlord shall apply the rent therefrom first to the payment of Landlord's expenses, including attorneys' fees incurred by

reason of Tenant's default, brokerage commissions, and the cost of repairs, renovation or alteration of the Premises, and the balance to the payment of Rentals and all other sums due from Tenant hereunder, with Tenant remaining liable for any deficiency. Landlord's obligations pursuant to this paragraph 13.3 shall be subject to the reasonable requirements of Landlord to develop in a harmonious manner the real estate of which the Premises are a part.

14. SURRENDER OF PREMISES

On the Lease Termination, Tenant covenants to peacefully yield up and surrender the Premises broom clean and in good order, repair and condition, reasonable wear and tear and damage from fire and casualty loss and damage due to Landlord's negligence excepted, and to remove all Tenant's property and all Alterations required or permitted to be removed under the provisions of Section 6 hereof.

15. ATTORNEYS' FEES

15.1 Party to Litigation: If either party becomes a party to any litigation concerning this Lease or the Premises by reason of any act or omission of the other party or its authorized representatives (the "Innocent Party"), then the Innocent Party shall be entitled to be reimbursed by the other party hereto for reasonable attorneys' fees and court costs incurred by the Innocent Party in the litigation.

15.2 Prevailing Party: If either party commences an action against the other in connection with this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.

16. SUBORDINATION

16.1 Subordination to Mortgagees: Tenant agrees that upon the request of Landlord it will subordinate this Lease to the lien of any mortgage which may hereafter exist for which the Building or Landlord's interest in this Lease is pledged as security. Landlord agrees that it shall use reasonable efforts to obtain from any mortgagee which requires that this Lease be subordinated, a non-disturbance agreement whereby such mortgagee shall agree:

- (a) to recognize the interest of Tenant under this Lease;
- (b) that so long as Tenant shall perform its obligations under this Lease the rights of Tenant hereunder shall remain in full force and effect; and
- (c) that Tenant's occupancy of the Premises under this Lease will not be disturbed in the event of foreclosure or other action taken under the mortgage.

Tenant shall execute and deliver to Landlord all instruments Landlord reasonably deems necessary to evidence and give effect to any such subordination, provided that no such instrument shall alter any of the terms, covenants or conditions of this Lease. In the event of a foreclosure sale or a deed given in lieu of foreclosure, Tenant shall on written request of such purchaser or grantee attorn to the purchaser or grantee, as the case may be.

17. ESTOPPEL CERTIFICATES

Tenant will at any time upon not less than ten (10) days prior written notice from Landlord execute and deliver to Landlord a certificate stating, to the extent applicable:

- (a) that this Lease is in full force and effect and unmodified (or if there have been any modifications, specifying the date and nature thereof);
- (b) that to its knowledge it has no defenses, offsets or counterclaims against its obligations to pay Rentals or to perform its other obligations under this Lease;
- (c) that to its knowledge there are no uncured defaults of Landlord under this Lease; and
- (d) the dates to which Rentals have been paid.

18. SIGNS

Tenant shall not permit or cause to be placed any signs, notices or other advertising media on or about the Premises or the Building except those installed by Landlord or approved in writing in advance by Landlord. Notwithstanding the above, Landlord agrees to provide for Tenant, at Landlord's expense, a directory listing for Tenant and a sign on the door to the Premises with Tenant's name on it. Any replacements of same shall be at Tenant's sole cost and expense.

19. RESERVED RIGHTS

Landlord reserves the following rights, any or all of which may be exercised at Landlord's discretion at any time and from time to time during the Term:

- (a) To change the name or street address of the Building, or of the door number of the Premises;
- (b) To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building, so long as such grant does not preclude Tenant from operating as it then operates in the Premises;
- (c) To enter the Premises upon reasonable advance notice (but no notice will be required in an emergency situation) at all times (1) to make such inspections, repairs, alterations, improvements or additions as Landlord may deem necessary, desirable, or is required pursuant to this Lease, (2) to remedy any default of Tenant, (3) to exhibit the Premises to others, and, during the last ninety (90) days of the Term, to make such alterations, remodeling, and repairs as Landlord may determine to be appropriate in order to prepare the Premises for occupancy by another tenant (provided that Tenant shall have vacated the Premises prior to the commencement of any such work); and (4) for any purpose whatsoever related to the safety, protection, preservation or improvement of the Property or of Landlord's interest therein;
- (d) To make repairs, alterations or improvements in or to the Building, the Property, or any portion thereof, and, during the performance of such work, to close temporarily any entrances, doors, corridors, elevators or other facilities;

- (e) To charge to Tenant any and all costs and expenses, including but not limited to any premium payable for overtime, incurred by Landlord for any repairs, alterations, decorating or other work in the Premises made at Tenant's request; and
- (e) To designate specific areas for parking by Tenant's employees, licensees and invitees, to identify particular areas for handicapped parking and to make any other designation of specific parking or other common areas as Landlord may deem to be appropriate.

Landlord may exercise any or all of the foregoing rights without being liable to Tenant except as otherwise provided in this Lease; and no such act shall constitute eviction (either constructive or actual), or shall entitle Tenant to any deferral, suspension, withholding, offset, elimination or abatement of Rentals.

20. CONDITION OF THE PREMISES

Tenant agrees to take possession the Premises on the Commencement Date in its then "as-is" condition and Landlord has no obligation to make any improvements to the Premises.

21. SECURITY DEPOSIT (INTENTIONALLY OMITTED)

22. QUIET ENJOYMENT

Provided that Tenant shall perform all of the covenants and agreements on Tenant's part to be performed hereunder, Tenant shall peaceably and quietly have and enjoy the Premises during the Term and any renewal or extension thereof, without hindrance from Landlord or any person lawfully claiming by, through or under Landlord, subject, however, to the terms of this Lease and any mortgages or other matters to which this Lease is or may become subordinated.

23. NOTICES

Any written notice, consent, or other communication that either party is required or permitted to give to the other party shall be served either by hand delivery or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth on the facing page of this Lease. Either party may change its address by notifying the other party in writing of the change of address. Notices shall be deemed given upon receipt if hand delivered, or forty-eight hours from the time of mailing if mailed as provided in this section.

24. RECORDING

This Lease shall not be recorded in whole or in part. If either of the parties hereto shall so request, the parties shall execute a Memorandum of Lease making reference to this Lease and containing only such information as may be required by Ohio law. Such Memorandum of Lease may be recorded in the office of the County Recorder of Cuyahoga County, Ohio at the cost of the party requesting recordation.

25. MISCELLANEOUS

- 25.1 Time of Essence: Time is of the essence with respect to each provision of this Lease. Any reference in this Lease to "days" shall mean calendar days.
- 25.2 Successors and Assigns: This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their respective successors and assigns.
- 25.3 Real Estate Brokers: Except for North Pointe Realty, Inc., whose entire commission shall be paid by Landlord pursuant to separate agreement, each party represents that it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease. Each party shall hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person with whom the indemnifying party has purportedly dealt.
- 25.4 Applicable Laws: This Lease shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 25.5 Modification: This Lease contains all the agreements of the parties and cannot be amended or modified except by a written instrument signed by both Landlord and Tenant.
- 25.6 Captions: The captions of this Lease shall have no effect on the interpretation of this Lease.
- 25.7 Severability: The unenforceability, invalidity, or illegality of any provision herein shall not render the other provisions unenforceable, invalid or illegal.
- 25.8 Exhibits: All exhibits to this Lease shall be deemed to be incorporated herein by the individual reference to each such exhibit, and shall be deemed to be a part of this Lease as though set forth in full in the body of this Lease.
- 25.9 Remedies Cumulative: Except as expressly set forth in this Lease, the specific remedies to which Landlord or Tenant may resort are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be entitled at law or in equity.
- 25.10 Submission Not an Offer: The submission of this Lease or a summary of any of its provisions for examination and review does not constitute an offer to lease on the terms of this Lease or those provisions, and this Lease shall not be effective or binding on Landlord or Tenant until execution and delivery by both.
- 25.11 Waivers: The failure of Landlord to insist upon the strict performance of any obligation of Tenant under this Lease or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver or relinquishment of any such obligation. A receipt of Rentals by Landlord or a payment of Rentals by Tenant, with knowledge of the breach of any obligation hereunder, shall not constitute a waiver or relinquishment of any such obligation. The making or receipt of such payment after the termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the

Premises shall not reinstate, continue or extend the Term. Every demand for rent made by Landlord after the same falls due shall have the same effect as if made on the day and at the time the same is due, any law to the contrary notwithstanding.

- 25.12 Compliance with Certain Environmental Regulations: Tenant shall indemnify and hold harmless Landlord from any cost or expense incurred by Landlord in complying with any local, state or federal environmental law or regulation which holds Landlord accountable for the costs of, disposal of, or treatment of any condition caused by, any toxic or hazardous substances which are brought in or upon the Premises or the Building by Tenant, its agents, employees or contractors.
- 25.13 Transfer of Landlord's Interest: If Landlord sells or otherwise transfers Landlord's interest in the Building, Landlord shall thereafter have no liability to Tenant under this Lease, except for those liabilities which have accrued prior to the date of such sale or transfer. Landlord shall be liable under this Lease only while owner of the Building. Neither Landlord nor any partner of Landlord shall have any personal liability on or under this Lease. The obligations of Landlord hereunder shall be enforceable only against Landlord's interest in the Building and the rent accruing therefrom, and Tenant covenants and agrees that it shall not prosecute any action under or relating to this Lease against any partners of Landlord, or the assets of any such partner, other than Landlord's interest in and to the Building.
- 25.14 Authority to Execute Lease: The corporate officer(s) or Partner(s), as the case may be, of Tenant signing this Lease is (are) authorized to execute this Lease without the necessity of obtaining any other signatures of other person(s), and this Lease is fully binding on Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first set forth above.

LAKELWOOD HOSPITAL ASSOCIATION

By: [Signature]

Its: [Signature]

7-13-2014 "LANDLORD"

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE: _____ CMSI #: _____

BY: [Signature]

THE CLEVELAND CLINIC FOUNDATION (OBGYN)

By: [Signature]

Its: [Signature]

Steven C. Glass
Chief Financial Officer

"TENANT"

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared Janice G. Mersky, the President of Lakewood Hospital Association, which is Landlord in the foregoing Lease, who acknowledged that he/she did sign the same on behalf of said Landlord, and that the execution of said Lease is his/her free act and deed and the free act and deed of said Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 12 day of July, 2011.

Carolyn J. Mozny
Notary Public

CAROLYN J. MOZNY
NOTARY PUBLIC - STATE OF OHIO
Recorded in Lorain County
My commission expires Mar. 27, 2013

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

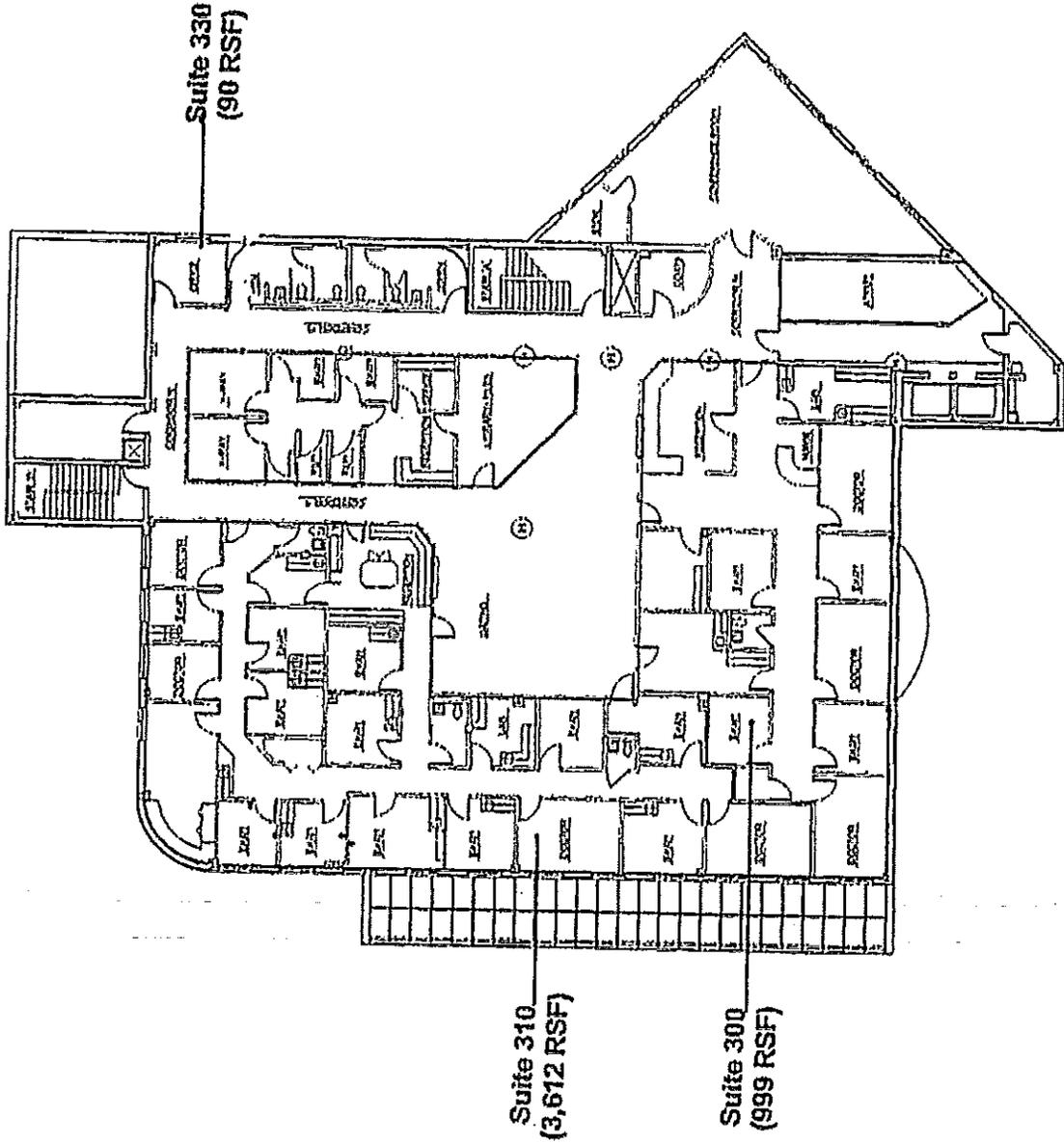
Before me, a Notary Public in and for said County and State, personally appeared Steven G. Glass, the Chief Financial Officer of The Cleveland Clinic Foundation (OBGYN), which is the Tenant in the foregoing Lease, who acknowledged that he/she did sign the same and that the execution of said Lease is his/her free act and deed and the free act and deed of said Tenant.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 7th day of July, 2011.

Heidi Dolin
Notary Public

HEIDI DOLIN
Notary Public, State of Ohio, Cuy. Cty.
My commission expires 5/19/13

EXHIBIT A



MILAN BENDER AND ASSOCIATES, ARCHITECTS
 2815 LAKWOOD CENTER • SUITE 100 • LAKWOOD, OHIO 44130-4204
 PHONE (440) 444-1220 • FAX (440) 444-1221

DATE: 07-20-07

REVISION:

North Pointe Realty, Inc.
 Tenant Identification Plans

Lakewood Hospital
 Community Center
 1450 Belle Ave. Lakewood, Ohio

EXHIBIT B

Rules and Regulations of the Building

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and public parts of the Building shall not be obstructed or encumbered by Tenant or Tenant's employees or invitees or used by any of them for any purpose other than ingress and egress to and from Tenant's Premises.
2. No projections shall be attached to the outside walls or window sills of the Building or otherwise project from the Building.
3. No sign or lettering shall be affixed by Tenant on any part of the outside of the Premises, or on any part of the inside of the Premises so as to be visible from outside the Premises. Landlord reserves the right to have all unapproved signs or advertising erected not in conformance with the Lease or these Rules and Regulations removed at the sole cost and expense of Tenant.
4. Except for curtains, drapes, Venetian blinds or similar items, the windows in the Premises shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the window sills or in the halls or in any other part of the Building, nor shall any article be thrown out of the doors or windows of the Premises.
5. Tenant shall not lay linoleum or other floor covering so that the same shall come in direct contact with the floor of the Premises and if linoleum or other floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material that may be easily removed with water, the use of cement or other similar adhesive material being expressly prohibited.
6. No articles deemed hazardous and absolutely no explosive materials shall be brought into the Building or the Premises.
7. Landlord will furnish Tenant all keys necessary for entry to the Premises and for entry to the Building. Tenant will not permit any duplicate keys to be made. Upon termination of the Lease, Tenant will surrender to Landlord or Landlord's agent all keys of the Premises and of the Building.

Landlord's agents or employees shall at all times keep a passkey and be allowed admittance to the Premises to cover emergencies.

8. Tenant shall not make, or permit to be made, any unnecessary or disturbing noises or allow loud music or otherwise interfere with other tenants, occupants of the Building or their invitees.
9. Neither Landlord nor Tenant shall do or permit anything to be done which will be injurious to the reputation of the Building.

10. The carrying in or out of freight, furniture or bulky matter of any description must take place during such hours as Landlord may from time to time reasonably determine. The installation and moving of such freight, furniture or bulky matter shall be made upon previous notice to Landlord or Landlord's agent and the persons employed by Tenant for such work must be reasonably acceptable to Landlord. In the event that any moving is to be made into or out of the Building at such times that Landlord must provide elevator operators, security guards or incur any other expenses, Tenant agrees to pay said expenses and if requested by Landlord, Tenant at least two days prior to any move, shall deposit with Landlord as security an amount equal to Landlord's reasonable estimate of the additional cost to be incurred by reason of the move.

Hand trucks may not be used in the Building or the Premises unless they are equipped with rubber tires and bumper guards.

11. No hole or holes shall be drilled in the exterior walls, paint or stonework of the Building.
12. Landlord reserves the right to prescribe the weight and position of any items of fixtures, equipment or other personal property to be placed in the Premises by Tenant and to prevent any unsafe condition from arising. Business machines and other equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's judgment to absorb and prevent unreasonable vibration, noise and annoyance.
13. Landlord reserves the right, but is not obligated, to exclude or eject from the Building any or all solicitors, canvassers or peddlers and any persons conducting themselves in such manner as, in the sole judgment of the Landlord, constitutes an annoyance to any of the tenants of the Building or an interference with Landlord's operation of the Building, or who are otherwise undesirable.
14. No electric wires, telegraphs, telegraph call boxes, antennas, aerial wires or other electrical equipment or apparatus shall be installed inside or outside the Premises or Building without Landlord's prior approval.
15. Landlord shall not be responsible to Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenants.
16. The Premises, the Building and all of the real property on which the Building is situated (the "Property") are designated as "NO SMOKING" areas. Tenant shall not permit its patients, employees, visitors or invitees to smoke anywhere within the bounds of the Property, including but not limited to, the parking lot and/or parking garage, if any. Further, Tenant will take such steps and actions as Landlord may reasonably request to cause its patients, employees, visitors and invitees to adhere to Landlord's no-smoking policy.

FIRST AMENDMENT
TO
LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 1st day of September, 2012, by and between LAKEWOOD HOSPITAL ASSOCIATION ("Landlord") and THE CLEVELAND CLINIC FOUNDATION (OBGYN) ("Tenant").

WITNESSETH:

WHEREAS, pursuant to a certain Lease Agreement dated as of April 19, 2011 (the "Lease"), Tenant has leased from Landlord those certain premises known as Suite Nos. 300, 310 and 330 on the third floor of the Lakewood Community Health Center located at 1450 Belle Avenue, Lakewood, Ohio and consisting of a total of approximately 4,701 square feet of space (the "Premises") for a Term which is scheduled to expire on April 30, 2016; and

WHEREAS, Landlord and Tenant desire to amend and/or supplement certain of the provisions of the Lease so as to provide for the expansion of the Premises and the amount of Base Rent to be paid therefor,

NOW, THEREFORE, for and in consideration of the premises and the promises and covenants set forth hereinbelow, the parties agree that the Lease is hereby amended and/or supplemented as follows:

1. Effective September 1, 2012 (the "Effective Date"), the Premises shall be increased by a total of 618 square feet as a result of Tenant expanding into the five (5) rooms plus an allocation of one-third of the connecting interior corridors, all of which is more fully depicted on Exhibit "A" which is attached hereto and made a part hereof (the "Additional Space"). From and after the Effective Date, wherever in the Lease the term "Premises" is used, it shall consist of a total of 5,319 square feet and be deemed to include the Additional Space.
2. As of the Effective Date, Section 3.1 of the Lease shall be deleted in its entirety and the following new Section 3.1 shall be substituted in lieu thereof:

"3.1 Base Rent: Tenant shall pay to Landlord at Landlord's office or at such other place as Landlord may from time to time designate in writing, Base Rent for the Premises in the amount of \$93,082.50 per annum, payable in equal monthly installments of \$7,756.88, each in advance, beginning on the Effective Date and continuing on the first day of each calendar month thereafter during the remaining balance of the Term of the Lease."

3. Except as amended and/or supplemented herein, the Lease shall remain unchanged and in full force and effect and all defined terms set forth in the Lease shall have the same meaning herein. In the event of a conflict between the language contained in the Lease and that of this First Amendment, the language of this First Amendment shall govern. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by this First Amendment.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Lease Agreement as of the date set forth above to be effective as of the Effective Date.

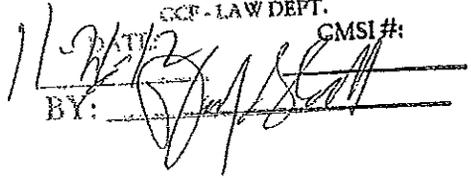
LAKEWOOD HOSPITAL ASSOCIATION

By: 
Its: _____

"LANDLORD"

THE CLEVELAND CLINIC FOUNDATION
(OBGYN)

By: 
Its: Jason Hergenroeder
Senior Director, Financial Accounting
"TENANT"

APPROVED AS TO FORM
CCF - LAW DEPT.
DATE: 11/2/12
GMSI #:
BY: 

STATE OF OHIO]
] SS:
COUNTY OF CUYAHOGA]

Before me, a Notary Public in and for said County and State, personally appeared JEFF JONES the SUP. REG. FINANCE of Lakewood Hospital Association, which is Landlord in the foregoing First Amendment, who acknowledged that he/she did sign the same on behalf of said Landlord, and that the execution of said Lease is his/her free act and deed and the free act and deed of said Landlord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, Ohio, this 10 day of DECEMBER, 2012



Christine J. Ujcich
Notary Public

CHRISTINE J. UJCICH,
Notary Public-State of Ohio
My Comm. Exp. 10.18.2014

STATE OF OHIO]
] SS:
COUNTY OF CUYAHOGA]

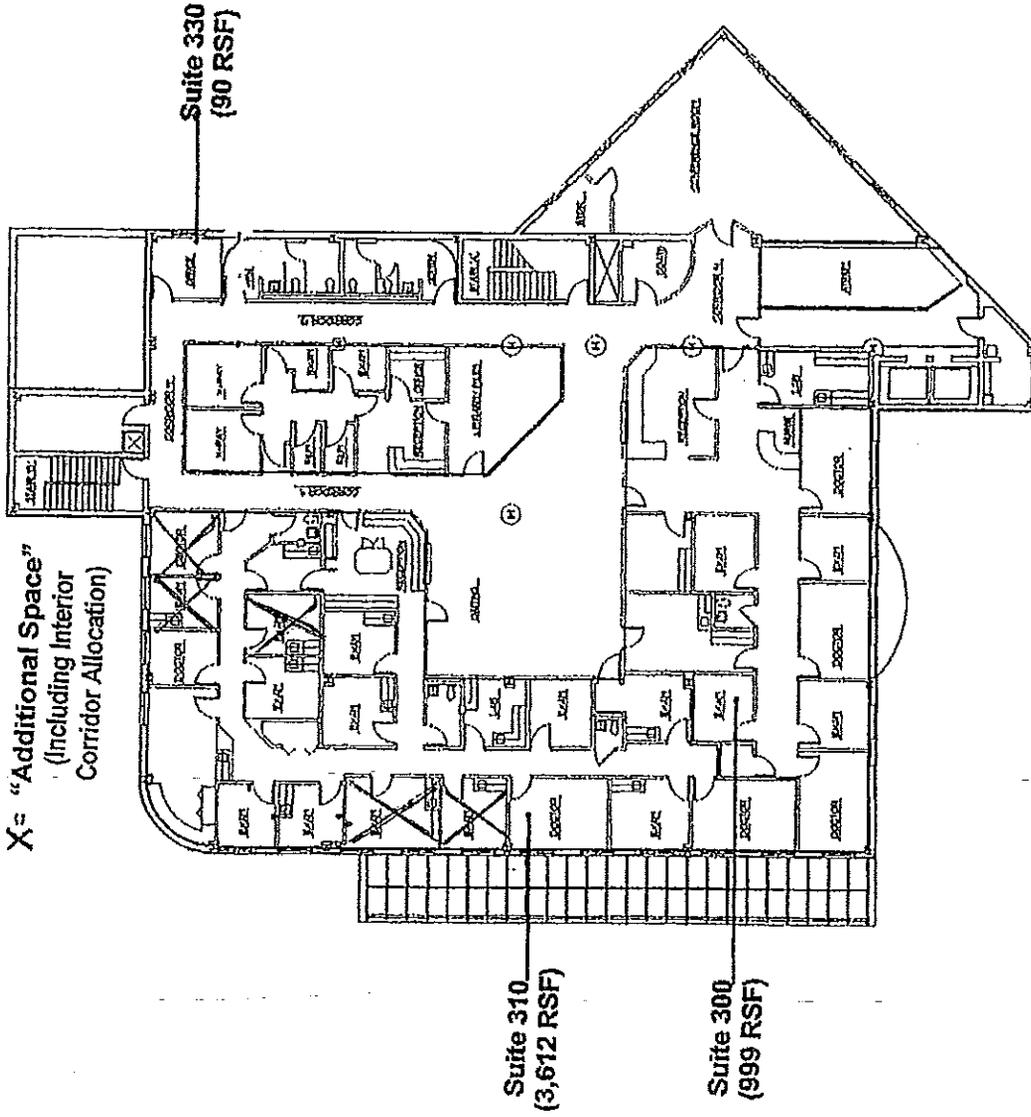
Before me, a Notary Public in and for said County and State, personally appeared Jason Hergewelder the SR. Dir. Pk. Acctg. of The Cleveland Clinic Foundation (OBGYN), which is the Tenant in the foregoing First Amendment, who acknowledged that he/she did sign the same and that the execution of said Lease is his/her free act and deed and the free act and deed of said Tenant.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Independence, Ohio, this 3rd day of December, 2012.

Marianne Gaydos
Notary Public

MARIANNE GAYDOS, Notary Public
In and for the State of Ohio
My Commission Expires Dec. 18, 2016

EXHIBIT A



<p>MILAN BENDER AND ASSOCIATES, ARCHITECTS 7115 LANDINGSIDE DRIVE • SUITE 120 • MARYLENE, OHIO 43034 (614) 446-1130 • mbaarchitect.com • (614) 446-2421</p>	<p>DATE: 07-28-07</p>	<p>PROJECT:</p>	<p>North Pointe Realty, Inc. Tenant Identification Plans</p>	<p>Lakewood Hospital Community Center 1450 Belle Ave. Lakewood, Ohio</p>
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SECOND AMENDMENT
TO
LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** is made and entered into as of the 1st day of February, 2014, by and between **LAKEWOOD HOSPITAL ASSOCIATION** ("Landlord") and **THE CLEVELAND CLINIC FOUNDATION (OBGYN AND WOMEN'S HEALTH INSTITUTE)** ("Tenant").

WITNESSETH:

WHEREAS, pursuant to a certain Lease Agreement dated as of April 19, 2011, as amended by a certain First Amendment to Lease Agreement dated as of September 1, 2012 (collectively, the "Lease"), Tenant has leased from Landlord those certain premises known as Suite Nos. 300, 310, 330 and the "Additional Space" referred to in the First Amendment, all of which are located on the third floor of the Lakewood Community Health Center located at 1450 Belle Avenue, Lakewood, Ohio and consisting of a total of approximately 5,319 square feet of space (the "Premises") for a Term which is scheduled to expire on April 30, 2016; and

WHEREAS, Landlord and Tenant desire to amend and/or supplement certain of the provisions of the Lease so as to provide for the expansion of the Premises and the amount of Base Rent to be paid therefor,

NOW, THEREFORE, for and in consideration of the premises and the promises and covenants set forth hereinbelow, the parties agree that the Lease is hereby amended and/or supplemented as follows:

1. Effective February 1, 2014 (the "Effective Date"), the Premises shall be increased by a total of 4,378 rentable square feet as a result of Tenant expanding into Suites 300A (3,103 rentable square feet) and Suite 320 (1,275 rentable square feet), all of which is more fully depicted on Exhibit "A" and Exhibit "A-1", which are attached hereto and made a part hereof (collectively, the "Expansion Spaces"). From and after the Effective Date, wherever in the Lease the term "Premises" is used, it shall consist of a total of 9,697 rentable square feet and be deemed to include the Expansion Spaces.

2. As of the Effective Date, Section 3.1 of the Lease shall be deleted in its entirety and the following new Section 3.1 shall be substituted in lieu thereof:

"3.1 Base Rent: Tenant shall pay to Landlord at Landlord's office or at such other place as Landlord may from time to time designate in writing, Base Rent for the Premises in the amount of \$169,697.50 per annum, payable in equal monthly installments of \$14,141.46, each in advance, beginning on the Effective Date and continuing on the first day of each calendar month thereafter during the remaining balance of the Term of the Lease."

3. Except as amended and/or supplemented herein, the Lease shall remain unchanged and in full force and effect and all defined terms set forth in the Lease shall have the same meaning herein. In the event of a conflict between the provisions contained in the Lease and that of this Second Amendment, the provisions contained in this Second Amendment shall govern. Except insofar as reference to the contrary is made in any such instrument, all references to the "Lease" in any future correspondence or notice shall be deemed to refer to the Lease as modified by the First and Second Amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Lease Agreement as of the date set forth above to be effective as of the Effective Date.

LAKWOOD HOSPITAL ASSOCIATION

By:

Its:

"LANDLORD"

THE CLEVELAND CLINIC FOUNDATION
(OBGYN AND WOMEN'S HEALTH
INSTITUTE)

By:

Its:

Senior Director, Financial Accounting

"TENANT"

APPROVED AS TO FORM
CCF - LAW DEPT.

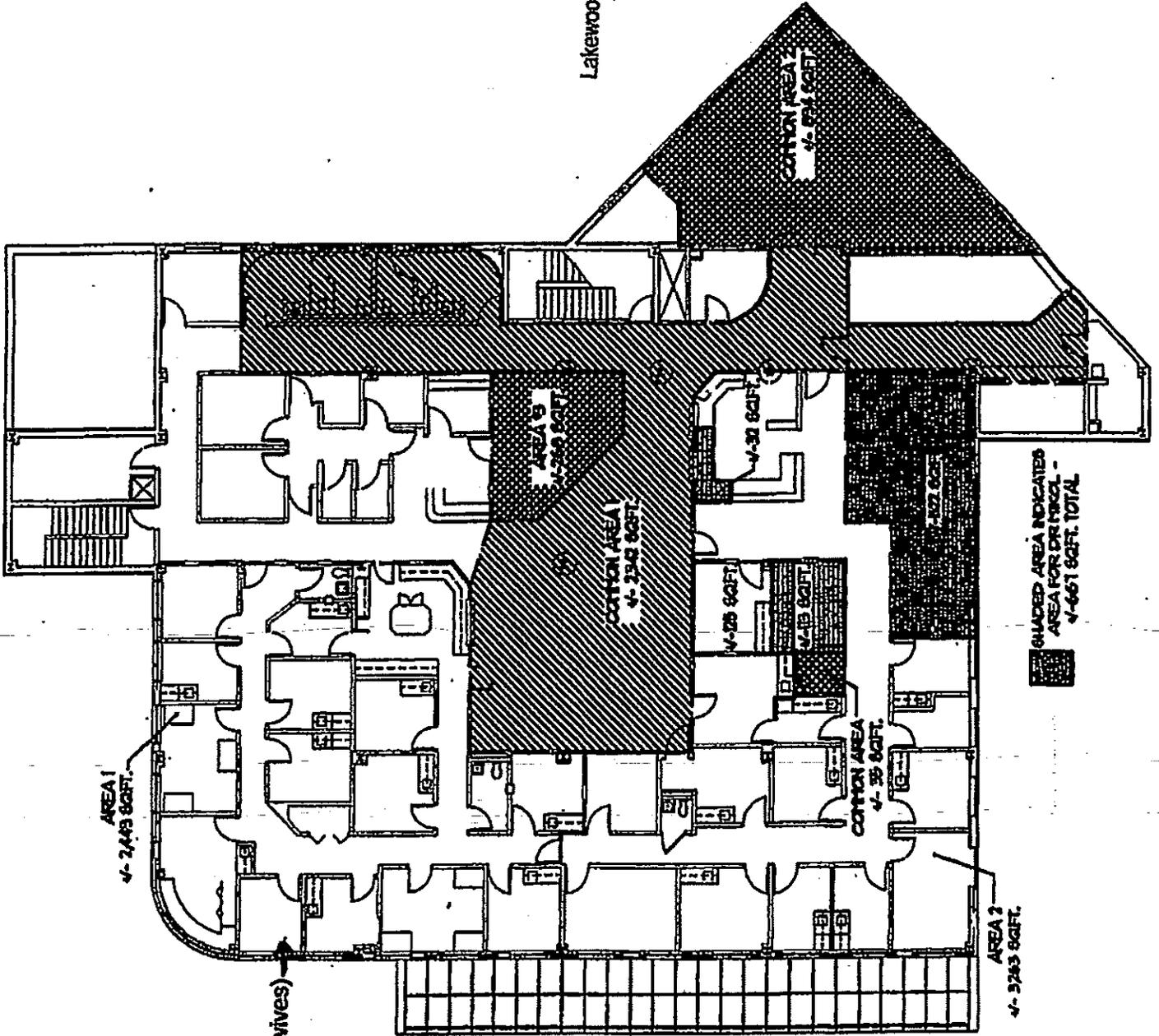
DATE: CMSI #:

BY:

Exhibit A

Third Floor

Lakewood Community Health Center
1450 Belle Avenue
Lakewood, Ohio



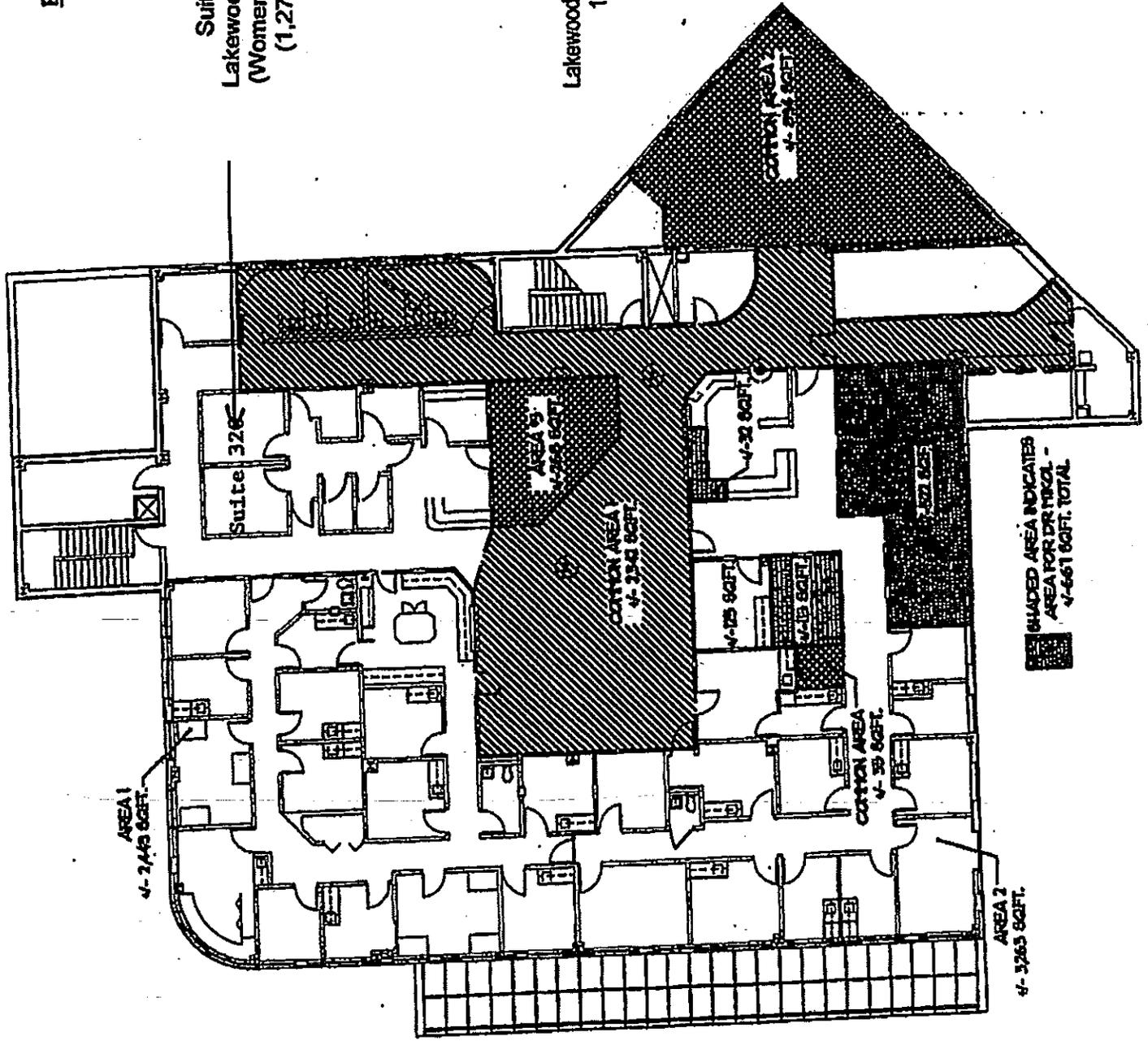
Suite 300A
Lakewood Hospital (Midwives)
~~(3,103 RSF)~~
(3,103 RSF)

Exhibit A-1

Suite 320
Lakewood Hospital
(Women's Center)
(1,275 RSF)

Third Floor

Lakewood Community Health Center
1450 Belle Avenue
Lakewood, Ohio



NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

07710350080		TRFO	BOARD OF PARK COMMISSIONERS CLEVELAND METRO PARK DIST N/S OF BLDG & COOLER & PATIO 1500 SCENIC PARK DR & PICNIC AREA LAKEWOOD OH 44107
PERMIT NUMBER		TYPE	
10	01	2015	
ISSUE DATE			
03	01	2016	
FILING DATE			
D5F D6			
PERMIT CLASSES			
18	286	C	
TAX DISTRICT		F15649	RECEIPT NO.

FROM 03/03/2016

06989910020			BIG SHOW LTD DBA EMERALD NECKLACE MARINA GRILLE N/S OF BLDG & COOLER & PATIO 1500 SCENIC PARK DR & PICNIC AREA LAKEWOOD OH 44107
PERMIT NUMBER		TYPE	
10	01	2015	
ISSUE DATE			
03	01	2016	
FILING DATE			
D5F D6			
PERMIT CLASSES			
18	286		
TAX DISTRICT			RECEIPT NO.



MAILED 03/03/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/04/2016

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 0771035-0080

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF LAKEWOOD CITY COUNCIL
12650 DETROIT AV
LAKEWOOD OHIO 44107

