DOCKET
OF A MEETING OF
THE LAKEWOOD CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS
LAKEWOOD CITY HALL - 12650 DETROIT AVENUE
APRIL 18, 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 Regular Meeting of Council held April 4, 2016.
Reports, legislation and communications from Members of Council, the Mayor and other City Officials.

****OLD BUSINESS****

1. Committee of the Whole Report regarding April 18, 2016 Committee Meeting. Mr. O'Leary; Chair. (To Be Provided)

2. **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 READIING 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, DEFERRED 3/21/16)(Pg. 4)

3. **RESOLUTION NO. 8853-16** - 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 an agreement with the Board of Education of the Lakewood City School District to authorize the connection of the public school buildings to the fiber optic network that is currently under construction within the city of Lakewood. (REFERRED TO COMMITTEE OF THE WHOLE 2/16/16, DEFERRED 3/7/16) (Pg. 41)

4. Finance Committee Report regarding Ordinance 32-15A. Mr. Bullock; Chair. (To Be Provided)

5. **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. (FIRST READING & REFERRED TO THE FINANCE COMMITTEE 3/21/16, READ & SUBSTITUTED 4/4/16) (Pg. 73)

6. Public Works Committee Report regarding Resolution 8864-16. Acting Chair Bullock; Anderson (To Be Provided)

7. **RESOLUTION 8864-16** – 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, appropriating the estimated sum of $509,754.00 for and authorizing the Mayor to enter into an agreement which will allow the City of Lakewood to participate in the upgrade and interconnection of traffic signals along Hilliard Road and Franklin Boulevard in the City with the Ohio Department of Transportation. (READ & REFERRED TO PUBLIC WORKS COMMITTEE 4/4/16) (Pg. 75)

8. Rules & Ordinances Committee Report regarding Ordinance 15-16 & Resolution 8861-16. Mr. Litten; Chair (TO BE PROVIDED)

9. **ORDINANCE NO. 15-16** – AN ORDINANCE amending Section 557.05, Fees of the Codified Ordinances of the City of Lakewood to reflect that the application fee shall not be refundable as the City's actual costs in accepting and processing any permit application along with the minimal services required for any special event permit exceed the application fee. (PLACED ON 1ST READING & REFERRED TO THE RULES & ORDINANCES COMMITTEE 2/1/16, 2ND READING 2/16/16, DEFERRED 3/7/16) (Pg. 83)

10. **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. (REFERRED TO RULES & ORDINANCES COMMITTEE 3/21/16) (Pg.85)

11. **ORDINANCE NO. 24-16** – 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, to amend Section 1133.09, Demolition or Removal of Residential Structures, of the Codified Ordinances of the City of Lakewood. (READ 4/4/16) (Pg. 87)

****NEW BUSINESS****

12. Communication from Councilmember Litten regarding appointing Dana Textoris to Lakewood Animal Safety and Welfare Advisory Board. (Pg. 91)

13. Keep Lakewood Beautiful Awards Presentation. (To Be Provided)

14. Communication from Finance Director Pae regarding Meridian shoreline protection project; report of Board of Revision of Assessments. (Pg. 92)

First Reading & referred to the
Committee of the Whole and Planning
Commission 1/19/16.
Second Reading 2/1/16. Referred 3/7/16.
DEFERRED 3/21/16.

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 he 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 that 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 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 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 hall 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 are 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 ad 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 that 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~~2~~) 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~~3~~) 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 he 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.~~

(~~12~~1) "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~~3) "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~~.

(~~13~~4) "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~~5) "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~~6) "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~~7) "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.

(~~4~~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.

(~~5~~4) "Portable sign" means a sign that is designed to be portable and is not permanently attached to any part of a building.

(~~6~~5) "Projecting sign" means a sign erected on the outside wall of a building and which projects out at an angle there from.

(~~7~~6) "Roof sign" means a sign erected upon and completely over the roof of any building.

(~~8~~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 that twelve inches there from.

(~~9~~8) "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.

(~~11~~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~~12) "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 hall 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 are 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 g~~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.

~~(1)~~(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.~~

(~~f~~a) 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~~b) 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~~c) 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 ad 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~~2) 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~~3) 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~~4) 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.

(~~1~~15) 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.

(~~1~~26) 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.

(~~1~~37) 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.~~
(~~b~~a) Structural Types Permitted. Ground, pole and wall signs.

(~~c~~b) 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).

(~~d~~c) 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~~d) 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)			~~120~~ 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 that 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.~~16~~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

Read & referred to Committee of the Whole
2/16/16.
Deferred 3/7/16.

RESOLUTION NO. 8853-16 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 an agreement with the Board of Education of the Lakewood City School District to authorize the connection of the public school buildings to the fiber optic network that is currently under construction within the city of Lakewood.

WHEREAS, the City has approved the construction of a fiber optic network that will connect city facilities and allow for the provision fiber connection through the commercial corridors within the city of Lakewood; and

WHEREAS, the network was designed with the intention of permitting access and connection of the public and private schools within the city if those entities chose to connect to the network; and

WHEREAS, the City and the Board wish to enter into an agreement that will govern the connection of the public school facilities to the fiber network; 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 construction of the fiber network has already begun; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor is hereby authorized to enter into an agreement with the Board of Education of the Lakewood City School District for the connection of the public school facilities to the fiber network in substantially the same form as "Exhibit A."

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

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the

preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

_____
President of Council

_____
Clerk of Council

Approved: _____

_____
Mayor

EXHIBIT A

AGREEMENT
BETWEEN THE CITY OF LAKEWOOD
AND
THE BOARD OF EDUCATION OF
THE LAKEWOOD CITY SCHOOL DISTRICT

This agreement is made and entered into this ____ day of _____, 2016 by and between the City of Lakewood, 12650 Detroit Avenue, Lakewood, Ohio (the "City") and the Board of Education of the Lakewood City School District, 1470 Warren Road, Lakewood, Ohio (the "Board").

WHEREAS, the City has entered into an agreement with Everstream Solutions LLC ("Everstream") for the construction of a dark fiber network within the City of Lakewood for the connectivity of municipal buildings; and

WHEREAS, the fiber network was designed to accommodate the Board as well and the Lakewood Public Library should those entities choose to connect through this new network; and

WHEREAS, the City and the Board entered into an agreement on April 19, 1993 for the provision and maintenance of certain video equipment for use by the Lakewood City Schools (the "Video Agreement"); and

WHEREAS, the Board currently charges the City for use of its facilities for various activities, including but not limited to civil service examinations; and

WHEREAS, it is in the best interests of the residents of Lakewood for the Board and the City to enter into this cooperative agreement, inasmuch as it promotes efficient municipal services and enhances educational opportunities for students serviced by the Board.

WHEREAS, the City and the Board wish to reach an agreement by which the Board is able to connect to the fiber network that is in the process of being constructed; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth hereinafter, the parties hereby agree as follows:

1. Connection and Access to Fiber Network. The City will, at its own expense, cause the locations of the Board (attached as Exhibit "A") to be connected to the fiber optic network that is currently under construction through the Agreement by and between Everstream and City, executed November 15, 2015 (the "Fiber Agreement," attached as Exhibit "B"). The estimated cost of connecting those locations to the fiber optic network is $84,000. Any connections not described in Exhibit A or any relocation of connections described in Exhibit A to the fiber optic network shall be at the Board's expense in accordance with the requirements of the Fiber Agreement. The City shall designate eight strands for the exclusive use by the Board to maintain connectivity of Board locations for the entire term of the Fiber Agreement.

3. Maintenance Fees and Networking Equipment. The City shall pay all annual maintenance fees required by the Fiber Agreement, including those which are attributable to the strands exclusively used by the Board. The City and the Board shall each be responsible for the purchase, installation, and maintenance of required networking equipment.

4. Video Agreement. The Video Agreement (attached as Exhibit "C") is hereby terminated and the City and Board agree that both parties have fulfilled their obligations thereunder.

5. Board-owned Facilities. Consistent with Board Policy 7510, the Board shall reasonably permit the City use of school facilities, without charge, for City sanctioned functions or events, provided that such use does not interfere with student group or school support activities.

6. Term of Agreement. This Agreement shall commence on the date inserted in the introductory paragraph above and shall remain in full force and effect for a period of twenty (20) years; provided, however, either party may terminate this Agreement upon ninety (90) days writ-

ten notice provided to the other should the Everstream Dark Fiber Network fail for its essential purpose or other technology becomes available that provides the same or comparable service at a lower cost.

7. Exhibits. It is mutually understood and agreed that all exhibits attached hereto are made a part hereof as if fully written herein.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be executed and to become effective on the day and year first above written.

Witness:	CITY OF LAKEWOOD, OHIO
_____	BY: _____
As to City of Lakewood	Michael P. Summers, Mayor
Date: _____	Date: _____

Witness:

BOARD OF EDUCATION OF THE LAKEWOOD CITY SCHOOL DISTRICT

_____
As to Board of Education

BY: _____

Date: _____

Date: _____

Approved as to form:

Funds are available:

_____
Jennifer L. Swallow
Chief Assistant Director of Law

_____
Jennifer Pae
Director of Finance

Date: _____

Date: _____

_____
Kenneth S. Stumphauzer
Legal Counsel for the Board of Education

Certificate of Available Resources

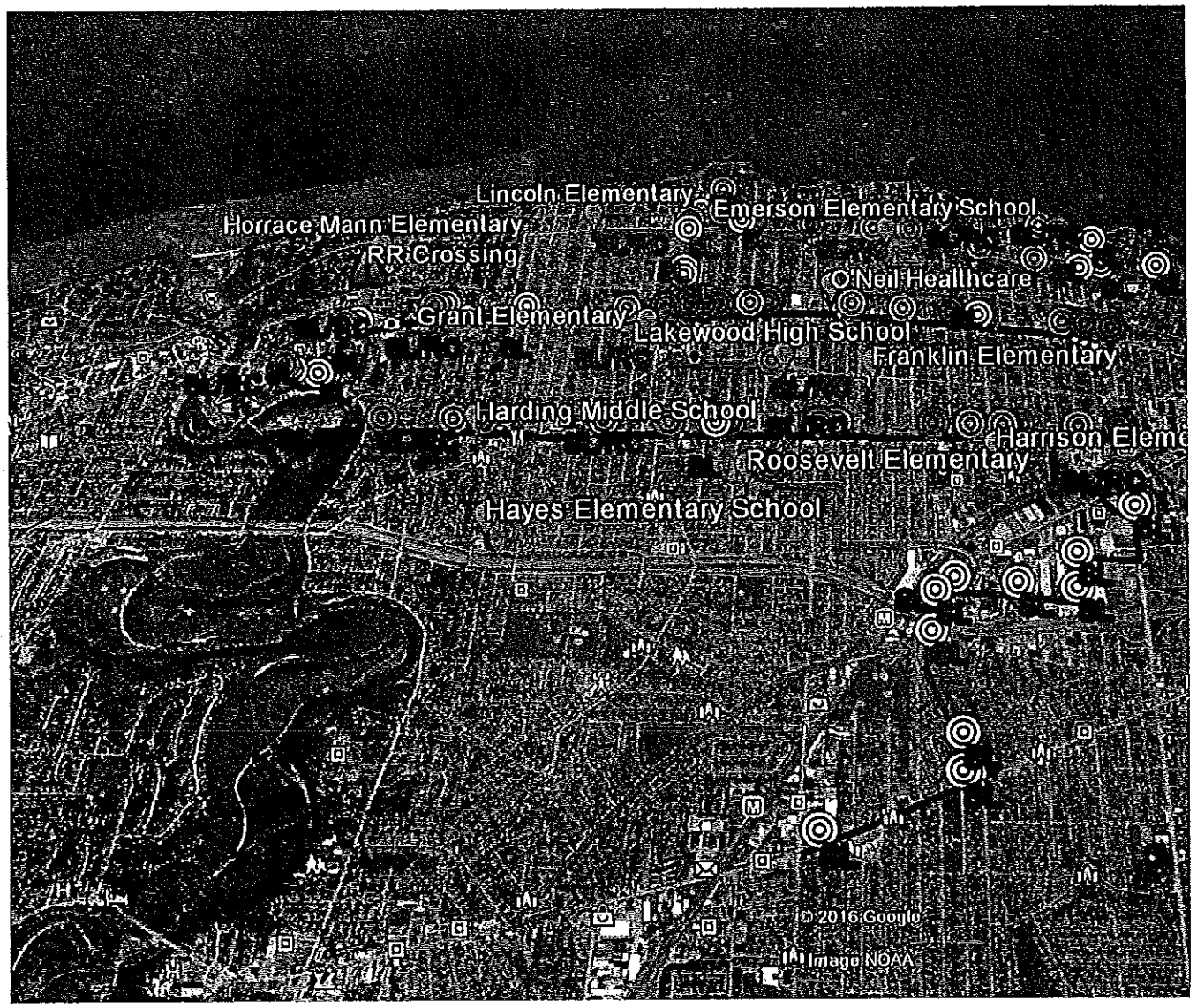
Date: _____

_____
Kent R. Zeman, CFO/Treasurer
Lakewood City School District

Date: _____

EXHIBIT A

School	
Administrative Offices	1470 Warren Road
Lakewood High School	14100 Franklin Boulevard
Lakewood City Academy	13701 Lake Avenue
Garfield Middle School	13114 Detroit Avenue
Harding Middle School	16601 Madison Avenue
Grant Elementary School	1470 Victoria Avenue
Harrison Elementary School	2080 Quail Street
Hayes Elementary School	16401 Delaware Avenue
Lincoln Elementary School	15615 Clifton Boulevard
Horace Mann Elementary School	1215 West Clifton Boulevard
Roosevelt Elementary School	14237 Athens Avenue
Emerson Elementary School	13439 Clifton Boulevard
Franklin Elementary School	13465 Franklin Boulevard
O'Neill Healthcare	13900 Detroit Avenue



Build Aerial	Build UG	Build Cost
0.18	0.002	$ 5,927.00
0.11	0.05	$ 5,500.00
0.16	0.08	$ 8,280.00
0.11	0.03	$ 4,730.00
0.28	0.1	$ 12,950.00
0.12	0.03	$ 5,055.00
0.23	0.007	$ 7,744.50
0.23	0.05	$ 9,400.00
0.25	0.07	$ 10,820.00
0.25	0.08	$ 11,205.00
0.21	0.1	$ 10,675.00
0.21	0.023	$ 7,710.50
0.35	0.004	$ 11,529.00
0.1	0.08	$ 6,330.00
	Total	$ 117,856.00

EXHIBIT B

everstream

IRU AGREEMENT

BY AND BETWEEN

EVERSTREAM

AND

CITY OF LAKEWOOD

---

everstream

IRU AGREEMENT

THIS IRU AGREEMENT (this "Agreement") is made and entered into as of October ____, 2015 (the "Effective Date") by City of Lakewood, an Ohio municipal corporation with a place of business at 12650 Detroit Avenue, Lakewood, Ohio 44107 ("GRANTEE"), and Everstream Solutions, LLC, an Ohio corporation with a place of business at 800 West St. Clair, Second Floor, Cleveland, Ohio, 44113 ("GRANTOR"). GRANTEE AND GRANTOR are sometimes individually referred to herein as a "Party" or collectively as the "Parties"

RECITALS

A. GRANTOR operates or shall operate a fiber optic communications system throughout the Northeast Ohio Region, which is more particularly described in Exhibit A (the "GRANTOR System").

B. GRANTEE desires to be granted an indefensible right to use, and GRANTOR is willing to grant to GRANTEE an indefeasible right to use, certain fibers and associated property in the GRANTOR System, on the terms and conditions set forth below.

C. Each defined term shall have the meaning set forth in this Agreement where such term is first used.

Accordingly, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.0 GRANT OF IRU

1.1 GRANTOR hereby grants to GRANTEE, and GRANTEE hereby accepts from GRANTOR, a fully paid, exclusive, indefensible right to use the dark fiber strands in a continuous path along the GRANTOR System more particularly described in Exhibit A (the "GRANTEE Fibers"), along with the nonexclusive right to use the tangible and intangible property needed for the use of the GRANTEE Fibers (collectively, the "Associated Property"), including the associated fiber cable and GRANTOR's rights in all Underlying Rights, as that term is defined in Section 7 (the "IRU").

1.2 The IRU is granted on the terms and subject to the covenants and conditions set forth in this Agreement and shall become effective on the Acceptance Date, as defined in Section 4.2. The IRU shall be exclusive as to the GRANTEE Fibers, and nonexclusive as to the Associated Property. The IRU does not include the right of GRANTEE to own, control, maintain, modify or revise the GRANTEE Fibers or Associated Property, or the right of physical access to, the right to encumber in any manner, or other use of the GRANTOR System except as expressly set forth herein.

1.3 GRANTEE acknowledges and agrees that GRANTOR is not supplying nor is GRANTOR obligated to supply to GRANTEE any optronics or electronics or optical or electrical equipment or other facilities, including without limitation, generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of GRANTEE, nor is GRANTOR responsible for performing any work other than as specified in this Agreement.

1.4 GRANTOR shall, at no additional cost, provide internet service at a speed not less than 1 Obps symmetrical to GRANTEE for sole use by the GRANTEE. Further, GRANTOR has entered into an agreement with the Lakewood Public Schools for the provision of internet service at a speed of not less than 100 Mbps symmetrical and hereby agrees, and acknowledges sufficient consideration therefore, to upgrade the agreement with the Lakewood Public Schools by increasing that internet service speed at a speed of not less than 1 Obps symmetrical at no additional charge to GRANTEE or Lakewood Public Schools as long as a service contract is in effect.

2.0 CONSIDERATION FOR GRANT

2.1 In consideration of the grant of the IRU hereunder by GRANTOR to GRANTEE, GRANTEE agrees to pay to GRANTOR, an IRU Fee in the amount set forth on Exhibit A (the "IRU Fee"). The IRU Fee shall be paid based upon the payment terms described on Exhibit A. All work invoiced for in Exhibit A shall be bid by GRANTOR and GRANTEE shall have the right to inspect all bids to verify pricing.

2.2 GRANTOR shall invoice GRANTEE for all amounts due under this Agreement. All invoices shall be due and payable within forty five (45) days after receipt by GRANTEE of GRANTOR's invoice. GRANTOR reserves the right to apply a late charge equal to one percent (1%) per month (or the maximum legal rate, if less) on any invoice balance remaining unpaid after the date due.

3.0 FIBER ALONG THE GRANTOR SYSTEM

3.1 Technical specifications of the GRANTEE Fibers are set forth in Exhibit B.

4.0 CONSTRUCTION, REPORTING ACCEPTANCE AND TESTING OF GRANTEE FIBERS

4.1 GRANTOR has constructed or shall construct and install the GRANTEE Fibers within the route depicted on Exhibit A within 90 days from the execution of the IRU Agreement (the "Construction Completion Date"), in accordance with the specifications set forth in Exhibit B, and in accordance with generally accepted industry standards. GRANTOR covenants that the GRANTOR System, including GRANTEE Fibers, shall be constructed substantially and in all material respects in accordance with Exhibit B and all industry standard outside plant specifications. GRANTEE will be permitted full access, at its own cost, to the work-in-progress at all times for purposes of inspection and construction monitoring, provided that GRANTOR is given notice of such access no less than twenty-four (24) hours in advance.

4.2 GRANTOR shall test all GRANTEE Fibers ("Fiber Acceptance Testing") on or before the Construction Completion Date to verify that the GRANTEE Fibers are installed and operating in accordance with the specifications described in Exhibits B and C. GRANTOR shall provide GRANTEE reasonable advance notice of the date and time of Fiber Acceptance Testing such that GRANTEE shall have the opportunity to have a person or persons present to observe the Fiber Acceptance Testing. When GRANTOR has determined that the results of the Fiber Acceptance Testing show that the GRANTEE Fibers have been installed

and are operating in conformity with the applicable specifications set forth in Exhibits B and C, GRANTOR shall promptly give written notice to GRANTEE that the test results of the Fiber Acceptance Testing are within the parameters of the specifications in Exhibits B and C, (the "Notice of Completion") and provide GRANTEE with a copy of such test results.

4.3 After GRANTOR delivers GRANTEE the Notice of Completion, GRANTEE shall provide GRANTOR with a written notice either accepting the GRANTEE Fibers, or rejecting the GRANTEE Fibers (the "Notice of Rejection") by specifying the defect or failure in the Fiber Acceptance Testing that is the basis for such rejection. If GRANTEE fails to notify GRANTOR of its acceptance or rejection of the GRANTEE Fibers within thirty (30) days following GRANTEE's receipt of the Notice of Completion, GRANTEE shall be deemed to have accepted such results. The date of such notice of acceptance or deemed acceptance of the GRANTEE Fibers shall be the "Acceptance Date". In the event GRANTEE delivers a Notice of Rejection to GRANTOR, GRANTOR shall promptly, and at no cost to GRANTEE, take such action as is necessary, and as expeditiously as practicable, to correct or cure such defect or failure specified in the Notice of Rejection. Thereafter, GRANTOR shall re-test the GRANTEE Fibers in accordance with this SECTION 4.3, and if testing proves successful, shall again give GRANTEE a Notice of Completion with respect to the GRANTEE Fibers. GRANTOR shall make best efforts to provide any such additional Notice of Completion within five (5) business days of receipt of the Notice of Rejection from GRANTEE. The foregoing procedure shall apply again and successively thereafter until GRANTOR has remedied all defects or failures specified by GRANTEE in any Notice of Rejection. The foregoing notwithstanding, if GRANTEE uses the GRANTEE Fibers to carry traffic prior to acceptance by GRANTEE other than traffic which is transmitted only and solely for the purpose of testing the performance of the GRANTEE Fibers, such use shall constitute acceptance of the GRANTEE Fibers and the date of such use shall be the "Acceptance Date".

4.4 In the event GRANTOR or GRANTEE continues to identify defects or failures after the third (3rd) round of Fiber Acceptance Testing, or after ninety (90) days from the date of the initial Fiber Acceptance Testing of GRANTEE Fibers, whichever occurs first, GRANTEE, at its sole option: (a) may cooperate with GRANTOR to determine some remedial action, if such remediation is reasonable; (b) may, without subjecting itself to any liability to GRANTOR, but with no obligation to do so, take such remedial action as it deems appropriate at GRANTOR's sole expense; (c) accept the available GRANTEE Fibers which meet the standards set forth in Exhibits B and C, in which case Exhibit A will be amended to reflect the number of fibers actually provided to GRANTEE, the IRU Fees will be reduced for the GRANTEE Fibers not delivered and an amount equal to any fees and other amounts previously paid for such fibers shall be immediately refunded to GRANTEE; or (d) terminate this Agreement without any liability whatsoever to GRANTOR and an amount equal to all fees and other amounts previously paid to GRANTOR by GRANTEE shall be immediately refunded to GRANTEE.

4.5 Within ninety (90) days after the Acceptance Date, GRANTOR will provide GRANTEE with as-built drawings of the GRANTOR System in accordance with the specifications set forth in Exhibit B.

5.0 FIBER IRU TERM

5.1 The term of this Agreement shall begin on the Effective Date and shall extend for a period of twenty (20) years thereafter. This IRU shall be renewable for an additional twenty (20) year term or until the useful life of the fiber has been reached, upon ninety (90) days written notice from Grantee to Grantor of its' intent not to renew.

5.2 Upon the expiration of the Term or other termination of this Agreement, the IRU shall immediately terminate and all rights of GRANTEE to use the GRANTEE Fibers and the Associated Property shall cease, and GRANTOR shall owe GRANTEE no further duties or consideration. GRANTEE shall promptly remove all of GRANTEE's electronics, equipment, and other GRANTEE property from the GRANTOR System at GRANTEE's sole cost and under GRANTOR's supervision. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

5.3 GRANTOR represents and agrees that, for all purposes, including, without limitation, for purposes of Section 541(d) of the Bankruptcy Code, with the granting of the IRU hereby, GRANTOR (i) irrevocably transfers an equitable interest in GRANTEE's Fibers to GRANTEE for the Term of this Agreement, and (ii) retains all of its legal right, title, and interest to GRANTEE's Fibers and not any equitable interest. GRANTOR agrees and acknowledges that, from the Acceptance Date, it has no right to use GRANTEE's Fibers.

5.4 If at any time GRANTEE determines that it does not want to retain the GRANTEE Fibers, or any portion of them, then GRANTEE shall have the right to abandon the GRANTEE Fibers, or such portion(s) of them, by notice to GRANTOR. In the case of abandonment, this Agreement shall terminate as to the GRANTEE Fibers, or to such portion(s) of them, as applicable, without termination liability to GRANTEE but GRANTEE shall not be entitled to a refund of any portion of the IRU Fee that it has already paid.

6.0 NETWORK ACCESS

6.1 GRANTOR shall provide GRANTEE with access to the GRANTEE Fibers at all current and future splice points and slack storage locations within the Grantor System. In addition, GRANTOR shall provide GRANTEE with access to the GRANTEE Fibers at other locations as reasonably requested by GRANTEE and approved by GRANTOR along the GRANTOR System, such approval not to be unreasonably conditioned, withheld or delayed. GRANTEE may access the GRANTEE Fibers by fiber stub taken from the GRANTOR System and delivered to GRANTEE at a fiber distribution panel, cable stub or splice case, as applicable. All of the foregoing described connections are hereinafter collectively referred to as the "Connecting Points". Subject to any Underlying Rights, GRANTOR shall provide GRANTEE with reasonable access to Connecting Points at all times on a 24 hour/ 7 days per week basis.

6.2 Except as otherwise provided in the next sentence, all connections of the GRANTEE Fibers to GRANTEE's communications system shall be performed by GRANTOR, in a reasonable amount of time, but in no event more than fourteen (14) days after GRANTEE notifies GRANTOR of a

Connecting Point that GRANTEE wishes to utilize. Notwithstanding the preceding sentence, GRANTEE shall have the right at its option to have connections of the Grantee Fibers to the GRANTEE's communication system performed by a contractor selected by GRANTEE, who is approved (which approval shall not be unreasonably delayed, conditioned or withheld) and/or supervised by GRANTOR. Such connections shall be made in a manner consistent with the specifications set forth in Exhibits A and B and in accordance with industry accepted practices. GRANTEE shall pay GRANTOR's Costs to establish any Connecting Point. It is the responsibility of GRANTEE to obtain all governmental and other approvals and consents necessary to access and/or interconnect the GRANTEE Fibers with GRANTEE's System at a Connecting Point. For purposes of this Agreement the term "Costs" shall be the sum of: (a) all actual costs paid or payable by GRANTOR to third parties including, without limitation, the cost of labor and materials on a pass through basis , and (b) an overhead allocation equal to fifteen percent (15%) of the sum of the costs set forth in (a). GRANTOR shall at GRANTEE's request, provide GRANTEE with copies of invoices and other documentation evidencing GRANTEE's Costs.

6.3 GRANTEE shall provide its own cable from the Connecting Points to GRANTEE's system.

7.0 PERMITS; UNDERLYING RIGHT

7.1 GRANTOR represents and warrants that it has obtained all rights of way, easements, licenses, franchises and other related or similar rights necessary for construction and operation of the GRANTOR System and the grant of the IRU (the "Underlying Rights"). GRANTOR will use its best efforts to maintain the Underlying Rights for the Term of this Agreement. The IRU is subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The IRU granted hereunder is further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including energy or railroad operations, telecommunications uses, pipeline operations or any other purposes. The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Underlying Rights. Notwithstanding the foregoing, GRANTOR represents and warrants that the Underlying Rights contain no restriction on GRANTOR's right to grant the IRU contemplated by this Agreement, nor any restriction on GRANTEE's right to use the GRANTEE Fibers for any lawful purpose, nor any obligation for GRANTEE to obtain separate and independent authority from the owner or issuer of such Underlying Rights.

7.2 GRANTOR represents and warrants that it has obtained all rights of way, easements, licenses, franchises and other related or similar rights necessary for construction and operation of the GRANTOR System and the grant of the IRU (the "Underlying Rights"). GRANTOR will use its best efforts to maintain the Underlying Rights for the Term of this Agreement. The IRU is subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The IRU granted hereunder is further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including energy or railroad operations, telecommunications uses, pipeline operations or any other purposes. The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Underlying Rights. Notwithstanding the foregoing, GRANTOR represents and warrants that the Underlying Rights contain no restriction on GRANTOR's right to grant the IRU contemplated by this Agreement, nor any restriction on GRANTEE's right to use the GRANTEE Fibers for any lawful purpose, nor any obligation for GRANTEE to obtain separate and independent authority from the owner or issuer of such Underlying Rights.

7.3 If, after the Effective Date, GRANTOR is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Underlying Rights, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event as set forth in Section 15, to relocate the GRANTOR System and GRANTEE's Fibers or any portion thereof, GRANTOR shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. GRANTEE shall be kept fully informed of determinations made by GRANTOR in connection with such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in Exhibit B and be subject to Acceptance Testing. If and to the extent that a relocation is not the result of a failure by GRANTEE to observe and perform its obligations under this Agreement or any of the Underlying Rights, the costs of relocations of the GRANTOR System are included in the IRU Fee, GRANTEE shall reimburse GRANTOR for GRANTOR's Costs (including but not limited to Acceptance Testing and including amounts paid to a Relocating Authority to avoid relocation) to the extent that such relocation is the result of a failure by GRANTEE to observe and perform its obligations under this Agreement.

7.4 If any GRANTEE Fibers that are being used to carry traffic are to be relocated (or for any other reason subject to substitution), GRANTOR shall submit a plan for relocation of the GRANTEE Fibers in a manner that substantially conforms to industry standards for parallel cut-over. The timing of the transfer shall substantially conform to industry standards for parallel cut-over, but any GRANTEE Fibers being disconnected will remain in service until the replacements are found to be fully operational, and the entire relocation of GRANTEE's Fibers shall be conducted at a time and on a day of the week that GRANTEE and GRANTOR agree that the GRANTEE Fibers being relocated will be carrying a low volume of traffic. GRANTOR will not carry out the relocation or other substitution until the plan has been approved by GRANTEE, which approval shall not be unreasonably withheld, conditioned or delayed. Any replaced or relocated GRANTEE Fibers shall be tested in accordance with SECTION 4.

7.5 Notwithstanding anything herein to the contrary, in the event GRANTOR is unable to resolve any issue with respect to the continuation of the Underlying Rights in a manner reasonably acceptable to GRANTEE, GRANTEE may, with GRANTOR's advance written approval, which approval shall not unreasonably be withheld, delayed or conditioned (e.g., if not allowed under any GRANTOR third party agreement), attempt to resolve the issue directly with the grantor of such underlying rights. In such case GRANTEE agrees to use reasonable efforts to work with any other affected third parties also utilizing the GRANTOR System to ensure that all such parties will be able to continue to use the GRANTOR System in compliance the Underlying Rights.

7.6 If neither GRANTOR nor GRANTEE is able to resolve any issue with respect to the continuation of the Underlying Rights in a manner reasonably acceptable to GRANTEE and GRANTOR is unable to provide substitute fibers acceptable to GRANTEE for use, then GRANTEE may terminate this Agreement with respect to the affected GRANTEE Fibers on no less than thirty (30) days' notice to GRANTOR, and GRANTOR shall promptly refund to GRANTEE a pro rata portion of any IRU Fee that has been paid for such affected fibers. For purposes hereof, GRANTEE's pro rata portion shall be determined by dividing the total of all IRU Fees paid for the affected GRANTEE Fibers by the number of months in the Term and multiplying the product thereof by the number of months remaining in the Term.

8.0 USE OF GRANTOR SYSTEM

8.1 GRANTEE may use the GRANTEE Fibers for any lawful purpose and represents, warrants and covenants that it will use the GRANTEE Fibers and Associated Property in compliance with and subject to all applicable government codes, ordinances, laws, rules and regulations.

8.2 GRANTEE agrees and acknowledges that it has no right to use any of the fibers that are part of the GRANTOR System, other than the GRANTEE Fibers. GRANTEE shall keep any and all of the GRANTOR System free from any liens, rights or claims of any third party attributable to GRANTEE, except as permitted by SECTION 17.3 below.

8.3 GRANTEE and GRANTOR shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the GRANTOR System that are known to such Party.

8.4 GRANTEE shall not use its systems in a way that materially interferes in any way with or adversely affects the use of the other fibers or cable of the GRANTOR System or any other person using the GRANTOR System.

8.5 GRANTEE and GRANTOR each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

8.6 Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that any and all activities it performs pursuant to this Agreement shall comply with all applicable laws. Without limiting the generality of the foregoing, each Party shall comply with all applicable provisions of i) workmen's compensation laws, ii) unemployment compensation laws, iii) the Federal Social Security Law, iv) the Fair Labor Standards Act, and v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

9.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 GRANTOR shall indemnify and hold GRANTEE and its directors, officers, agents, employees, members and partners (collectively, the "Indemnitees"), harmless from and against any and all liabilities, obligations, losses, damages, deficiencies, demands, claims, fines, penalties, interest, remediation costs, assessments, judgments, actions, proceedings and suits of whatever kind and nature, including without limitation, all reasonable expenses and costs incurred, including, but not limited to, reasonable attorneys' fees, whether in court, out of court, in bankruptcy, administrative proceedings or on appeal brought by third parties ("Claims"), that may be incurred by any one or more of the Indemnitees, arising out of, from or in connection with any act or omission of GRANTOR under this Agreement, including the death of any person, or any injuries or damage received or sustained by any person or property, any violation by GRANTOR of any Underlying Rights, or any infringement of the patent, copyright, trade secret or other proprietary right of any third person.

9.2 Any Indemnitee seeking indemnification hereunder shall promptly provide written notice to the GRANTOR of the nature and amount of any Claims for which indemnification is sought pursuant to the Section 9.1 and the method and means proposed by the applicable Indemnitee for defending or satisfying such Claims. Failure of the Indemnitee to timely give such notice to the GRANTOR shall relieve the GRANTOR of its indemnity obligations hereunder only to the extent GRANTOR is actually damaged by such failure. GRANTOR shall, at no cost to Indemnitees, consult and cooperate with the Indemnitees respecting the defense and settlement of such Claims. GRANTEE, at GRANTOR's sole cost and expense, shall have sole and exclusive control, including the selection of and direction to legal counsel for any action or litigation of the Claims and all negotiations for the settlement or compromise of the Claims. GRANTOR shall not take any action to settle, to compromise or otherwise make any payment, admission or statement to or for the benefit of any claimant without the Indemnitees' written consent.

9.3 NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT WHATSOEVER SHALL THE FOREGOING LIMITATION OF LIABILITY BE APPLICABLE TO GRANTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1

10.0 INSURANCE

10.1 GRANTOR, at its expense, shall, throughout the Term, maintain insurance coverages on an occurrence basis of the types and in the minimum amounts set forth below, as applicable:

General Liability Insurance
• $2,000,000 annual aggregate – products/completed operations • $2,000,000 annual aggregate other than products and completed operations
Bodily Injury and Property Damage Insurance
• $2,000,000 Bodily Injury and Property Damage Combined Single Limit • $2,000,000 Personal Injury and Advertising Liability • $500,000 Fire Legal – Building only • $15,000 Medical Payments – per person
Excess Liability, Umbrella Form
• $2,000,000 Per Occurrence • $2,000,000 Aggregate
Automobile Liability, Including any auto, hired auto and non-owned autos
• $2,000,000 Bodily Injury and Property Damage Combined Single Limit

10.2 The above required liability insurance can be provided in any combination of primary and excess coverage. GRANTOR shall include GRANTEE as an additional insured on GRANTOR's liability insurance for claims arising out of any of GRANTOR's work or the work of GRANTOR's subcontractors. Such insurance shall be primary and non-contributory for all such claims.

10.3 Unless otherwise agreed, all insurance policies shall be obtained and maintained with companies rated A or better by Best's Key Rating Guide and GRANTOR shall, upon request, provide an insurance certificate confirming compliance with the requirements of this Section.

10.4 The above insurance required of GRANTOR shall not limit or restrict GRANTOR's indemnification obligations under this Agreement in any way.

11.0 TAXES, FEES AND OTHER GOVERNMENTAL IMPOSITIONS

11.1 The parties acknowledge and agree that it is their mutual objective and intent to (a) minimize the aggregate impositions payable with respect to the GRANTOR System, and (b) share such impositions according to their respective interests in the GRANTOR System. They agree to cooperate with each other and coordinate their efforts to achieve such objectives in accordance with the provisions of this Section.

11.2 GRANTEE shall be responsible for and shall pay all impositions (a) separately imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to GRANTEE with respect to GRANTEE's use of the GRANTEE Fibers; or (b) which have been separately assessed, allocated to, or imposed on the GRANTEE Fibers.

11.2.1 To the extent such Impositions are not separately assessed, allocated to or imposed on the GRANTEE Fibers, GRANTOR will pay all such Impositions. GRANTOR shall notify GRANTEE of such Imposition, and GRANTEE shall promptly reimburse GRANTOR for GRANTEE's share of all such Impositions.

11.2.2 "GRANTEE's share" shall mean GRANTEE's pro rata share of such Impositions based on the relative number of GRANTEE Fibers in the affected portion of the GRANTOR System compared with the total number of fibers in the affected portion of the GRANTOR System during the relevant tax period.

11.3 GRANTOR and GRANTEE agree to cooperate fully in the preparation of any returns or reports relating to the Impositions. GRANTOR and GRANTEE further acknowledge and agree that the provisions of this SECTION are intended to allocate the Impositions on procedures and methods of computation that are in effect on the date of this Agreement. Material changes in such procedures and methods could significantly alter the fundamental economic assumptions of the parties underlying this Agreement. Accordingly, the parties agree that, if such procedures or methods of computation change materially, the parties will negotiate in good faith an amendment to this SECTION to preserve, to the extent reasonably practicable, the economic intent and effect of this SECTION.

11.4 "Impositions" means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (other than franchise, license and permit fees), together with any penalties, fines or interest thereon, arising out of the transactions contemplated by this Agreement that are imposed upon the GRANTOR System by any federal, state or local government or other public taxing authority.

12.0 NOTICES

12.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

All notices and other communications shall be given to GRANTEE at:

Everstream
800 W. St. Clair Ave. 2nd Floor
Cleveland, OH 44113
Attn: Brett Lindsey, President

All notices and other communications shall be given to GRANTOR at:

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

12.2 Any such notice or other communication shall be conclusively deemed to be effective when actually received or refused. Either Party may by similar notice given change the address to which future notices or other communications shall be sent, but such change shall not be effective until ten (10) days after notice of address change is effective.

13.0 DEFAULT

13.1 A default shall be deemed to have occurred under this Agreement if, in the case of a material breach of this Agreement, a Party fails to cure such material breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

13.2 Notwithstanding anything to the contrary in this Agreement, once GRANTEE has paid the IRU Fee to GRANTOR, prior to the expiration of the Term of this Agreement, GRANTOR may not terminate GRANTEE's rights in the GRANTEE Fibers for any reason.

13.3 Notwithstanding any other provision of this Agreement, in the event, regardless of reason or GRANTOR's good faith attempts, GRANTOR does not or is unable to perform the services described in this Agreement or the Maintenance Agreement (attached as Exhibit D), or does not or is unable perform services in compliance with the standards and specifications set forth in this Agreement or the Maintenance Agreement, GRANTEE may (but is not obligated), upon written notice to GRANTOR reasonable under the circumstances but without authorization from GRANTOR, perform such services or work and/or take such action that it deems necessary without subjecting itself to any liability to GRANTOR. In such instances, GRANTEE may request GRANTOR to pay GRANTEE an amount equal to the actual costs of such services, work and/or take such action performed by GRANTEE. If GRANTEE requests payment, GRANTOR will remit payment to GRANTEE within thirty (30) days from the date of GRANTEE's invoice.

13.4 The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each Party shall be entitled to specific performance of the obligations hereunder and/or injunctive relief, this being in addition to any other right or legal remedy available to such Party.

14.0 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

14.1 Each Party represents and warrants that:

14.1.1 It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

14.1.2 this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

14.1.3 If Grantor becomes insolvent, ownership of Grantee's assigned IRU fiber shall transfer to the Grantee for its own use, maintenance, restoration and lateral construction for the balance of the contracted term; and

14.1.4 Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

14.2 GRANTOR warrants and covenants that the GRANTEE Fibers shall be free from material defects in design, materials and workmanship, shall operate substantially in accordance with the specifications set forth in Exhibit B and in accordance with generally accepted industry standards and shall have been designed, constructed, and installed in accordance with any and all such specifications, industry standards and applicable Underlying Rights and that GRANTOR will promptly repair (consistent with its obligations, if any, under any maintenance agreement that may be executed between the Parties) or replace (as GRANTOR solely determines) any defective GRANTEE Fibers. This warranty does not apply to any defects in materials or design furnished by GRANTEE.

14.3 EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

15.0 FORCE MAJEURE

15.1 Neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; fiber cuts, failure of power, systems failures, lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions (collectively, "Regulations"); war or civil disorder; strikes or other labor disputes; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this SECTION shall promptly notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and such Party shall exercise reasonable commercial efforts to minimize the time of any such delay.

16.0 WAIVER OF JURY TRIAL

16.1 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

17.0 ASSIGNMENT AND GRANTEE FIBER TRANSFERS

17.1 Neither Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld.

17.2 The foregoing notwithstanding, either Party (referred to in this SECTION 17.2 as the "Assigning Party") may, without the prior consent of, but on notice to the other Party, assign this Agreement to an affiliate of the Assigning Party, or the parent of the Assigning Party or to any company into which the Assigning Party may be merged or consolidated, or that acquires substantially all of the assets or stock of Assigning Party; provided the assignee shall be subject to all the provisions of this Agreement. An "affiliate" of the Assigning Party shall mean any corporation which, directly or indirectly, controls or is controlled by or is under common control with the Assigning Party, or a successor corporation to the Assigning Party by merger, consolidation, or nonbankruptcy reorganization. For purpose of the definition of "affiliate," the word "control" (including "controlled by" and "under common control with") means, with respect to any corporation, partnership, or association, possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of a particular corporation, partnership or association, whether through the ownership of voting securities or by contract or otherwise. Neither Party shall attempt to circumvent any of its obligations under this Agreement, or deprive the other Party of any anticipated benefit under this Agreement, through the use of ownership changes, reorganizations, creation of new entities or other artificial devices.

17.3 Each Party (referred to in this SECTION 17.3 as the "Assigning Party") shall also have the right, without the other Party's consent, to assign or otherwise transfer this Agreement as collateral to any institutional lender to the Assigning Party (or institutional lender to any permitted transferee or assignee of the Assigning Party); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement. In the event any such lender assigns any rights it has under this Agreement, the other Party to this Agreement agrees to accept performance of this Agreement by the assignee so long as the assignee is subject to the provisions of this Agreement. Any lien rights claimed by GRANTEE under this Agreement shall be and are hereby specifically subordinated to the security interests of the lender(s) of GRANTOR and its affiliates.

17.4 Nothing contained in this SECTION shall be deemed or construed to prohibit GRANTOR from selling, transferring, leasing, licensing, granting indefensible rights of use or entering into similar agreements or arrangements with other persons respecting any fibers and conduit constituting a part of the GRANTOR System other than the GRANTEE Fibers. Nothing contained in this SECTION shall be deemed or construed to prohibit GRANTEE from leasing, licensing, sublicensing, granting indefensible rights of use or entering into similar agreements or arrangements with other persons respecting the GRANTEE Fibers.

18.0 DISPUTES AND ARBITRATION

18.1 Except as set forth below, the Parties agree to attempt to resolve any dispute arising under this Agreement (including all documents incorporated herein by reference and attached hereto), under the following procedures. Each Party shall notify an appropriate representative of the other Party of the dispute in writing, setting forth relevant facts and explaining why the Party believes the dispute should be resolved in its favor. Within five (5) business days after such notice has been given, representatives for each Party shall meet, by conference call or in person, in an effort to resolve the

dispute. If they are unable to do so, they shall prepare a joint report, detailing the reasons for the dispute and each Party's position, and shall deliver the report within five (5) business days after their meeting to a senior executive within each company, selected by the respective representatives. The senior executives shall meet, by conference call or in person, within ten (10) calendar days from delivery of the reports, in an effort to resolve the dispute. If the senior executives cannot resolve the dispute within thirty (30) days after receipt of the reports, then either Party may institute arbitration as hereinafter set forth.

18.2 Arbitration. In the event any dispute, controversy or claim arising out of or relating to this Agreement is not settled between the Parties pursuant to SECTION 18.1 hereof, both Parties agree to submit to binding arbitration upon demand by either Party. The arbitration shall be conducted in Cleveland, Ohio by a mediation and arbitration service agreed to by the Parties (If the Parties fail to agree upon a mediation and arbitration service within thirty (30) days after a demand for arbitration is made, either Party may petition a court having jurisdiction to appoint such a mediation and arbitration service), in accordance with the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures (the "Rules") except that the Parties shall waive any rule requiring Grantee to keep confidential any record that would otherwise be a public record under the Ohio Public Records Act. A single arbitrator experienced in telecommunications, corporate or commercial real estate law shall be selected in accordance with, and shall conduct the arbitration according to, the Rules, and the decision of the arbitrator shall be final and binding on both Parties, and any award thereon may be entered and enforced in any court of competent jurisdiction. The arbitrator shall not render a reasoned award unless both Parties request such an award in writing prior to appointment of the arbitrator. Both Parties understand that the arbitration provision set forth above constitutes a waiver of a Party's right to a jury trial and constitutes the sole and exclusive method of resolving all controversies and claims arising out of or in any way related to this Agreement. Except as may be required by law, neither Party nor the arbitrator shall disclose the existence, content or results of any arbitration hereunder.

19.0 GENERAL.

19.1 Binding Effect. This Agreement and each of the parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

19.2 Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect

19.3 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio, without reference to its choice of law principles.

19.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

19.4.1 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

19.4.2 Except as set forth to the contrary herein, any right or remedy of GRANTEE or GRANTOR shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

19.4.3 Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement.

19.4.4 This Agreement has been fully negotiated between and jointly drafted by the Parties.

19.4.5 All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement, the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

19.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing.

19.6 No Personal Liability. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this SECTION and shall be entitled to enforce the obligations of this SECTION.

19.7 Relationship of the Parties. The relationship between GRANTEE and GRANTOR shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. GRANTEE and GRANTOR, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

19.8 Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

19.10 Interpretation. Each definition used in this Agreement includes the singular and the plural, and reference to the neuter gender includes the masculine and feminine where appropriate. Reference to any law, regulation, rule or order means such law, regulation, rule or order as amended as of the time of determination. The headings to the Articles are for convenience of reference and shall not affect the meaning or interpretation of this Agreement. Except as otherwise stated, reference to Articles, Sections and Exhibits means the Articles, Sections and, Exhibits of this Agreement. No Exhibit that consists of a form of agreement or instrument shall be deemed to become effective until executed and delivered by the applicable Parties. Unless the context clearly indicates otherwise, the word "including" when used in this Agreement means "including but not limited to," the word "include" means "include, without limitation," and the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. This Agreement shall not be construed or interpreted against any Party who might be deemed to have drafted it (directly or through its counsel).

19.11 Further Assurances. From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of any other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE IMMEDIATELY FOLLOWS]

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

"GRANTOR"	"GRANTEE"
Everstream	City of Lakewood
By: Authorized Signature	By: Authorized Signature
Brett Lindso Name (Print or Type)	Michael P. Summers Name (Print or Type)
CEO Title	Mayor Title
10/15/15 Date	10-14-15 Date

Approved As To Legal Form:
Director of Law, City of Lakewood

everstream

EXHIBIT A

GRANTOR SYSTEM and GRANTEE FIBERS

1.0 The GRANTOR System. The GRANTOR System and the GRANTEE Fibers are illustrated on the maps attached hereto as Exhibit A.

2.0 GRANTEE Fibers. The "GRANTEE Fibers" means forty eight (48) strands of dark fiber along the route depicted below and in Internals constructed to sites identified in the GRANTOR System.

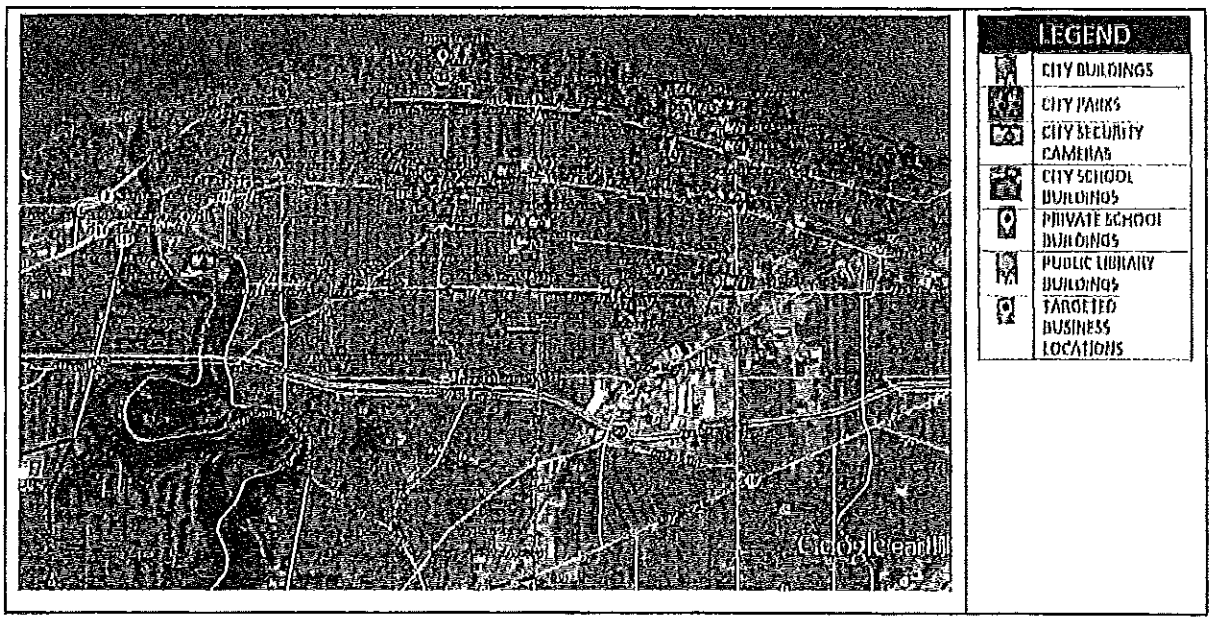
3.0 CONSIDERATION FOR GRANT (IRU FEE) In consideration of the grant of the IRU hereunder by GRANTOR to GRANTEE, GRANTEE agrees to pay to GRANTOR, an IRU Fee not to exceed $800,000 or the total cost of the construction proposal accepted, whichever is less.

4.0 PAYMENT SCHEDULE. $200,000 at contract signing, $200,000 upon installation of the core backbone route, balance upon completion of all lateral construction for all sites included in the project and delivery of test results and as-built drawings. Release of final payment is subject to verification that all subcontractors have been paid.

5.0 ANNUAL MAINTENANCE. Annual maintenance fee for the IRU of $3,000 will be due annually 12 months from the fiber acceptance date and will continue as long as the fiber is in use GRANTEE.

6.0 FIBER PATH MAP

Sites included in the project:



City Hall..... 12650 Detroit Avenue
Public Works Garage..... 12650 Detroit Avenue (behind City Hall)
City Hall Annex Building..... 12805 Detroit Avenue
Traffic Signs & Signals Shop..... 1437 Wayne Avenue
Carpentry Shop..... 1437 Wayne Avenue
Refuse & Recycling Center..... 12920 Berea Road
Fire Station 1..... 14601 Madison Avenue
Fire Station 2..... 18124 Detroit Avenue
Fire Station 3..... 12567 Clifton Boulevard
Division of Youth..... 12900 Madison Avenue

Lawther Center (Aging)..... 16022 Madison Avenue
Fedor Meal Center (Aging)..... 12400 Madison Avenue
Winterhurst..... 14740 Lakewood Heights Boulevard
Animal Shelter..... 1299 Valley Parkway
Waste Water Treatment Plant..... 1699 Valley Parkway
Municipal Utility Garage..... 1699 Valley Parkway
Lakewood High School – single pair direct connection.....14100 Franklin Boulevard

Lakewood Public Library - Main Branch..... 15425 Detroit Avenue
Lakewood Public Library - Madison Branch..... 13229 Madison Avenue

Lakewood Dog Park..... 1699 Metropark Drive
Parking Lot behind Geiger's..... 14710 Detroit Avenue
Parking Lot behind 1st Federal..... 14710 Detroit Avenue
Parking Lot behind Menchie's..... 15008 Detroit Avenue
Detroit Avenue bend at Graber Avenue & Detroit Extension *(phone correction)*
Intersection of W 117th & Lake Avenue
Intersection of W 117th & Clifton Boulevard
Intersection of W 117th & Detroit Avenue
Intersection of W 117th & Madison Avenue
Intersection of Bunts Road & Madison Avenue
Intersection of Bunts Road & Franklin Boulevard
Intersection of Robinwood Avenue & Franklin Boulevard
Intersection of Manor Park Avenue & Detroit Avenue
Intersection of Cook Avenue & Detroit Avenue
Intersection of Mars Avenue & Detroit Avenue
Intersection of Belle Avenue & Detroit Avenue *(2/27/15 e-mail)*
@12506 Edgewater Drive (Lakeshore Towers Apartments)
@11843 Edgewater Drive (Edgewater South Apartments)
@11800 Edgewater Drive (Shoreham Apartments)

Lakewood Park..... 14532 Lake Avenue
Madison Park..... 13029 Madison Avenue
Wagar Park..... 13029 Madison Avenue
Cove Park..... 1292 Cove Avenue
Kauffman Park..... 1300 Arthur Avenue

Beyond the sites included in the initial project the sites below are future targets for interal construction and the network has been designed to

leave slack loops for future expansion;

Administrative Offices..... 1470 Warren Road
Lakewood High School..... 14100 Franklin Boulevard
Lakewood City Academy..... 13701 Lake Avenue
Garfield Middle School..... 13114 Detroit Avenue
Harding Middle School..... 16601 Madison Avenue
Grant Elementary School..... 1470 Victoria Avenue
Harrison Elementary School..... 2080 Quail Street
Hayes Elementary School..... 16401 Delaware Avenue
Lincoln Elementary School..... 15615 Clifton Boulevard
Horace Mann Elementary School..... 1215 West Clifton Boulevard
Roosevelt Elementary School ..... 14237 Athens Avenue
Emerson Elementary School..... 13439 Clifton Boulevard
School System Garage.....1592 Coutant Avenue
Franklin Elementary.....13465 Franklin Blvd
St. Edward High School..... 13500 Detroit Avenue
Lakewood Catholic Academy..... 14808 Lake Avenue
St. Luke School..... 1212 Bunts Road (at Clifton Boulevard)
St. James School..... ..17514 Detroit Avenue
St. Cyril & Methodius School..... 12608 Madison Avenue
St Clement.....2002 Lincoln Ave

Virginia Marti College of Art and Design
City Hall
Garfield Middle School
St. Edward High School
Lakewood Senior Health Campus
Lakewood Hospital
Lakewood Center North – High Rise Office
High Rise Office
Lakewood Center West – High Rise Office
INA Building – High Rise Office
Bailey Building - High Rise Office
Detroit Warren Building – High Rise Office
First Federal of Lakewood Headquarters
Main Library
Beck Center for the Arts
Onyx Networking Office Complex
Harding Middle School
First Station 1
Lakewood High School

everstream

Madison Branch Library
GrafTech
Lake Erie Building at Templar Industrial Park
Berea Road from 11710 Berea Road (corner of W 117 & Berea Road) to
12920 Berea Road (City's Refuse & Recycling Center)

EXHIBIT B

FIBER AND AS BUILT SPECIFICATION

Fiber Specifications. The fibers installed in the GRANTOR System shall be single mode fiber with a maximum attenuation @ 1550nm of 0.6 dB/km.

As Built Specifications. The as-built drawings shall show the following information:

Buried Plant:

1- Conduit quantity and type.
2- Conduit distance:
   a. From permanent structures such as edge of Pavement, sidewalk or curb
   b. Other underground utilities (if known),
   c. Any above ground obstacles or structures (buildings, sidewalk, guard rail, utility poles, guys and anchors, etc)
   d. At every 50 ft.
3- Beginning and end station for all conduit runs.
4- Beginning and end station on all changes in the conduit type.
5- Off-sets and station numbers at the beginning and end of all running line changes.
6- Any changes to the original design must be documented in detail, including the reason for change, and the person who approved it, detail measurements and station numbers throughout the change.
7- Depth of cover every 50 ft and at all road crossing and other utility crossings.
8- Handhole/manhole dimensions, off-sets from permanent structures (edge of road, curb, sidewalk, etc), and indicate if flush mounted or buried. Show depth of cover for all buried handholes/manholes.
9- The location of all buried cable markers (show station number).
10- The location and type of GRANTEE handholes and manholes. (station number plus off-set)
11- The cable serial number at the beginning of the drawings and at each side of a splice location.
12- The cable sequential numbers at every manhole/handholes and building entrances (if any) at each entry point.
13- All road crossings must have a plan and profile detailed drawings, including but not limited to off-sets, depth of cover, and angle of crossing.

Aerial Plant:

1- The following information must be verified at all pole attachments where possible:
   a. Pole ownership
   b. Pole ID number
2- Attachment height for GRANTEE Fibers.
3- GPS coordinates for any new poles installed or used which coordinates were not depicted on the construction drawings. GPS coordinates must conform to UTM NAD83.
4- Cable sequential number at each pole.
5- Cable sequential numbers at beginning and end of each slack loop.
6- Cable serial number at the beginning of the drawings and at each side of a splice location.
7- Detailed drawing at all road, railroad, waterways, etc., showing cable height at each side of the crossing.

Inside Plant

1- Building entry location by providing a minimum of two off-set measurements.
2- All risers, plenum pull box / splice box size and location. Show off-set measurements.
3- Utilization of a separate detail drawing when needed to avoid congested and legible as-builts
4- The cable type and serial number at the top of each page.
5- The cable sequential numbers at all pull boxes, splice boxes at both entry points.
6- The cable sequential numbers at the beginning and end of all cable coils left in the building.

EXHIBIT C

Fiber Cable Splicing, Testing and Acceptance Procedures

1. All splices will be performed with an industry-accepted fusion splicing machine. Testing will be documented on diskettes in ON Nettest format and on trace analysis sheets reflecting bi-directional losses by fiber and installed span loss by fiber. One copy of trace diskettes and three copies of trace analysis sheets will be submitted. All testing will be performed at 1550 nm.

2. During initial uni-directional OTDR testing, a general indicator of the quality of each splice will be an objective loss of 0.15 dB or less. If, after three attempts, GRANTOR is not able to produce a loss value of less than 0.15 dB, then 0.20 dB will become the objective. If, after two additional attempts, a value of less than 0.20 is not achievable, then the splice will be marked as "Out-of -Spec" (OOS) on a field data sheet.

3. The installed span loss (span shall be FDP to FDP) shall be a bi-directional average of 0.25 dB/km or less, as calculated using an industry-accepted optical loss test set at 1550 nm. The installed span loss includes the inherent attenuation of the glass, the backbone splice losses, the pigtail splice losses, the inherent loss in the pigtails, and the connector losses

4. Optical Return Loss (ORL) will be recorded on the testing documentation, for information only.

5. The entire fiber optic cable route shall be properly protected from foreign voltage and grounded with an industry-accepted system.

6. The fibers shall be terminated to the FDP with SC connectors, unless another type of connector is specified.

EXHIBIT D
MAINTENANCE AND REPAIR AGREEMENT

Throughout the Term, GRANTOR shall have the obligation to maintain and repair the GRANTOR System and GRANTEE Fibers in accordance with the following requirements and procedures:

1. Maintenance.

(a) Scheduled Maintenance. Routine maintenance and repair of GRANTOR's System, as described in this section, ("Scheduled Maintenance") shall be performed by or under the direction of GRANTOR, at GRANTOR's reasonable discretion or at GRANTEE's request. Scheduled Maintenance shall include the following activities:

(i) Patrol of the GRANTOR's System on a regularly scheduled basis, in accordance with GRANTOR's then current procedures for maintenance;

(ii) GRANTOR will subscribe to each and all One-Call Agencies that affect one or more of the GRANTOR System's routes and will locate buried cables within the tolerances and time intervals required by each of the One-Call Agencies;

(iii) Assignment of fiber maintenance technicians to locations along the route of GRANTOR's System at approximately 2 hour intervals dependent upon terrain and accessibility.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of GRANTOR's System, which is not included as Scheduled Maintenance, ("Unscheduled Maintenance"), shall be performed by or under the direction of GRANTOR. Unscheduled Maintenance shall consist of:

(i) "Emergency Unscheduled Maintenance" in response to an alarm identification by GRANTOR's Operations Center, notification by GRANTEE or notification by any third party of any failure, interruption or impairment in the operation of GRANTOR's System, or any event imminently likely to cause the failure, interruption or impairment in the operation of GRANTOR's System.

(ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of GRANTOR's System.

GRANTEE shall immediately report the need for Unscheduled Maintenance to GRANTOR in accordance with procedures promulgated by GRANTOR from time to time. GRANTOR will log the time of GRANTEE's report, verify the problem and dispatch personnel immediately to take corrective action.

2. Operations Center.

GRANTOR shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. GRANTOR's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. GRANTOR shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time GRANTOR becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of GRANTOR. GRANTOR shall maintain a toll-free telephone number to contact personnel at the OC. GRANTOR's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in GRANTOR's System, (i) through GRANTEE's remote surveillance equipment and upon notification by GRANTEE to GRANTOR, or (ii) upon notification by a third party.

3. Cooperation and Coordination.

(a) GRANTEE shall utilize an Operations Escalation List, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of GRANTOR in meeting maintenance service objectives.

(b) In performing its services hereunder, GRANTOR shall take workmanlike care to prevent impairment to the signal continuity and performance of GRANTOR's System. The precautions to be taken by GRANTOR shall include notifications to GRANTEE. In addition, GRANTOR shall reasonably cooperate with GRANTEE in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of GRANTEE, then GRANTEE shall, at GRANTOR's reasonable request, make such personnel of GRANTEE available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with GRANTOR in performing such maintenance as required of GRANTOR hereunder.

(c) GRANTOR shall notify GRANTEE at least ten (10) business days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. GRANTEE shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with GRANTOR's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, GRANTOR shall notify GRANTEE at the

GRANTOR's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

(a) GRANTOR shall maintain its System in a manner which will permit GRANTEE's use, in accordance with the terms and conditions of the Agreement, of the IRU, the GRANTEE IRU Fibers and the Associated Property required to be provided under the terms of the Agreement.

(b) Except to the extent otherwise expressly provided in the Agreement, GRANTEE will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by GRANTEE in connection with the operation of GRANTEE's IRU Fibers, none of which is included in the maintenance services to be provided hereunder.

5. Cable/Fibers.

(a) GRANTOR shall perform appropriate Scheduled Maintenance on the cable contained in its System in accordance with GRANTOR's then current preventative maintenance procedures as reasonably agreed to by GRANTEE, which shall not substantially deviate from standard industry practice.

(b) GRANTOR shall have qualified representatives on site any time GRANTOR has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the cable.

(c) GRANTOR shall maintain sufficient capability to teleconference with GRANTEE during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, GRANTOR shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after GRANTOR maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, GRANTOR shall commence its planning for permanent repair, and thereafter promptly shall notify GRANTEE of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP. If Maintenance activity is not timely performed under this Agreement, GRANTEE shall have the right to step in and perform such activity, subject to underlying rights requirements.

(d) GRANTOR's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. GRANTOR shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by GRANTOR at strategic locations to facilitate timely restoration.

6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends.

7. Restoration.

(a) GRANTOR shall respond to any interruption of service or a failure of GRANTEE's IRU Fibers to operate in accordance with the specifications set forth in Exhibit B & C of the IRU Agreement (in any event, an "Outage") as quickly as possible (allowing for delays caused by circumstances beyond the reasonable control of GRANTOR) in accordance with the procedures set forth herein.

(b) When restoring a cut cable in GRANTOR's System, the parties agree to work together to restore all traffic as quickly as possible. GRANTOR, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts.

(c) The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

8. Contracting.

GRANTOR may contract any of the maintenance services hereunder; provided that GRANTOR shall require the contractor(s) to perform in accordance with the requirement and procedures set forth herein.

EXHIBIT C

AGREEMENT

THIS AGREEMENT made and concluded at Lakewood, Ohio, this nineteenth day of April, 1993, by and between the CITY OF LAKEWOOD, Ohio, 12650 Detroit Avenue, Lakewood, Ohio (hereinafter referred to as "City") and the Board of Education of the Lakewood City School District, 1470 Warren Road, Lakewood, Ohio (hereinafter referred to as "City Schools").

WHEREAS, the City has granted to Cox Cable Cleveland Area, Inc. a non-exclusive franchise to provide cable television service to the residents of the City, and has renewed said franchise agreement for 15 years commencing on June 19, 1987;

WHEREAS, Cox Cable Company is obligated to pay the City a francise fee of five percent (5%) of the Company's gross monthly subscriber service revenues, less unpaid monthly subscriber service charges, but including any annual or periodic prepayment of monthly service charges, for the Company's previous fiscal year; and

WHEREAS, pursuant to federal statutes and regulations, the City has deposited the proceeds of two of the five percent of the franchise fee in a Cable Franchise Trust Fund for the purposes of improving the programming opportunities for community groups and the City Schools; and

WHEREAS, there are currently funds available in the Cable Franchise Trust Fund for said purposes; and

WHEREAS, the City desires to fund the purchase, maintenance and operation by and for the City Schools of certain Video production and editing equipment to be used to promote community use of cable television from the Cable Franchise Trust Fund.

W I T N E S S E T H:

For and in consideration of the mutual promises, covenants and agreements of the parties hereto as herein set forth, the parties hereby agree as follows:

1. The City will fund the purchase of the following video production and editing equipment for the City Schools in the amount of One Hundred Twenty Thousand ($120,000) Dollars:

1 VIP Insertion System Consisting of:

1 IBM PC computer with monitor;
3 Jerrold Commander III mods;
3 Panasonic AG-1960 VTRS;
3 BT Bandpass filters;
1 BT RF Mixer;
1 Panasonic WV-5203 B Tri Mon.;
1 Pioneer LD-4200 Laser Disc Player;
1 Panasonic WV-5203B Triple 5" Mon.
1 Panasonic CT-1382 VY 13" Mon/Rec.
1 Jerrold Commander IV RF/RF;
3 Winsted 78" Vertical Equip. Racks;
2 Winsted 78" side panels;
3 Winsted 84061 Pedestals;
3 Winsted 84047 Vented tops;

3 Ten Outlet Power Strips;
1 20' pull out shelf;
Assorted wiring and hardware.

2 Panasonic WV-F250 3-CCD Camera;
2 Panasonic WV-S270 Studio Kit;
2 Peter-Lisand U-500 Tripod;
2 Peter-Lisand TVD tripod dolly;
1 A prompt teleprompter adaption;
1 Clear Com head set system;

1 Winsted K8660 Dove Grey rack;
2 Cyclorama (curtains blue/black);
1 Panasonic AG-F700 Time code gen.
1 Leader 5854 Vectorscope;
2 Panasonic AG-1960 S-VHS recorder;
1 Panasonic TBC-200 Timebase corrector;
2 Panasonic CT-1331 13" color monitor;
2 Panasonic CT-1010 19" color monitor;
1 Panasonic WJ-5600 Spec. effects gen.;
4 Shure SM-10 microphone lav;
4 Shure SM-57 microphone hand;
1 Luxman K-110 Dual cassette;
1 Denon 1520 compact disk player;
1 CD audio special effects package;
Assorted wiring and hardware.
1 Security System.

Student and Community Editor:
2 Panasonic AG-1960 S-VHS recorder with
1 Panasonic AG-A95 editing controller;
2 Panasonic CT-1331Y 13" monitor;

Main Editor:
1 Panasonic AG-7750 S-VHS recorder;
1 Panasonic AG-7650 S-VHS player;
1 Videotoaster computer effects bank;
1 Panasonic AG-A750 editing controller;
1 Panasonic BT-S702 dual monitor;
1 Panasonic CT-131Y 13" monitor;
1 Panasonic TBC-200 Timebase corrector;
1 Panasonic WJU-225R active switcher;

Loaner Equipment:
2 Panasonic AG-460U S-VHS camcorder;
2 Davis Sanford TR-74 tripod/dolly;
1 Comprehensive B-2 lighting kit;
2 Anvil hard case for cam and mike;
1 Quality video VSB-100WW studio boom.

All components are to be rack mountable, unless otherwise specified.

2. The Superintendent of the City Schools may, in his sole discretion, substitute comparable equipment for any of the above specified equipment.

3. Should the purchase of the foregoing equipment exceed the amount of One Hundred Twenty Thousand ($120,000) Dollars, the City Schools shall be solely responsible for all costs in excess of that amount.

4. The City shall pay the One Hundred Twenty Thousand Dollars ($120,000) to the City Schools within fifteen days after the effective date of Ordinance No. - 26-93 , authorizing and directing the Mayor to enter into the Agreement herein.

5. The City will fund the ongoing maintenance and operation of said equipment in the amount of Twenty Thousand ($20,000.00) Dollars each year thereafter for as long as the City continues to receive at least a five percent (5%) franchise fee from Cox Cable Cleveland Area, Inc. or any other successor company providing cable services to the City, and so long as the federal government requires funding for cable community access at or above the level currently required.

6. The maintenance and operation fee shall be payable to the City Schools each year on the fifteenth day of January. Any maintenance and operation fees paid by the City which are not needed for that purpose shall be used by City Schools to promote educational and community use of cable television.

7. The City Schools shall purchase said equipment pursuant to state law and established City School purchasing procedures. The City Schools shall own and insure said equipment at full replacement cost at school expense.

8. Said equipment shall be used and housed at the Lakewood High School Television Studio and no equipment shall be moved from school property without the prior written consent of the Superintendent of City Schools.

9. Said equipment shall be used for educational purposes by the City Schools and to develop programming for the Instructional Network linking those public and private school buildings and other public buildings identified in the City's franchise agreement with Cox Cable. Each private school or public entity shall be responsible, at their own cost, for purchasing any equipment necessary to receive broadcasts on the Instructional Network via the "B-Loop."

10. Said equipment shall also be available for use by residents of the City to produce promotional or instructional tapes for broadcast on the City's cable system. All broadcasts must be arranged with and approved by Cox Cable or any other cable company then providing service to the City. Neither the City nor the City Schools shall bear any responsibility for the content of any private broadcasts.

11. Any person desiring to use the equipment must make prior arrangements to do so with the Office of the Superintendent of the City Schools, who shall be solely responsible for supervising any and all use of the equipment.

12. To the extent funds are available from the maintenance and operating fee, the City Schools shall provide necessary training and technical assistance to any resident of the City and to any representative of the City desiring to use the equipment to develop programming for the City's cable system. No one shall be permitted to use the equipment without proper training, as determined by the Office of the Superintendent of the City Schools.

13. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promises relating to the subject matter of the Agreement that is not contained herein shall be valid or binding.

14. Subject to the provisions regarding assignments, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

15. The validity of this Agreement and any of its terms or provisions, as to the rights and duties of the parties defined hereunder, shall be governed by the laws of the State of Ohio.

16. This Agreement may be amended by the mutual agreement by the parties hereto in writing to be attached to and incorporated into this Agreement.

17. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or illegality shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

Executed at Lakewood, Ohio, on the day and year first above written.

WITNESSES:

CITY OF LAKEWOOD:

By: _____
DAVID R. HARBARGER, Mayor

The legal form and correctness of the within document is hereby approved.

_____
MICHAEL E. MURMAN, Law Director

I hereby certify that there is money to the credit of the proper fund to meet the within expense.

_____
GALE FISK, Finance Director

LAKEWOOD CITY SCHOOLS:

By: _____
ROBERT W. SEDLAK, President
Board of Education

_____
DANIEL M. KALISH, Superintendent

_____
PAUL M. PENNY, JR., Treasurer

Agreement with City of Lakewood For the Purchase of Video Production and Editing Equipment

Mr. O'Donnell moved and Mr. Day seconded the motion that the following resolution be adopted:

WHEREAS, the City of Lakewood has granted to Cox Cable Cleveland Area, Inc. a non-exclusive franchise to provide cable television service to the residents of Lakewood, and has renewed said franchise for fifteen years commencing June 19, 1987, and

WHEREAS, Cox Cable Cleveland Area, Inc. agreed to pay the City of Lakewood a franchise fee of five percent (5%) of the company's gross monthly subscriber service revenues; less unpaid monthly subscriber service charges, but including any annual or periodic prepayment of monthly service charges, for the company's previous fiscal year, and

WHEREAS, the City of Lakewood has deposited two percent (2%) of said five percent (5%) of the franchise fee in a Cable Franchise Trust Fund for the purpose of improving the programming opportunities for community groups and the Lakewood City School District, and

WHEREAS, there are currently funds available in the Cable Franchise Trust Fund for said purposes;

THEREFORE, BE IT RESOLVED that the Lakewood City School District enter into a written agreement substantially in the form attached hereto, with such additional provisions as are acceptable to the Superintendent of schools, with the City of Lakewood to fund purchases by the Lakewood City School District of video production and editing equipment totaling One Hundred Twenty Thousand ($120,000) Dollars, and each year thereafter to fund the ongoing maintenance and operation of said equipment in the amount of Twenty Thousand ($20,000) Dollars per year;

BE IT FURTHER RESOLVED that the President of the Board of Education, Superintendent and Treasurer are authorized to enter into such written agreement for such purposes.

Placed on first reading and referred to the Finance Committee 3/21/2016. Please substitute for the original Ordinance 32-15A.

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.

Grade	Classification Assigned to Pay Grade	Minimum Rate	Maximum Rate
25	Property/Evidence Technician		$41,439.11
...			
38	Deputy Fire Chief Information Systems Manager	$75,015.74	$93,687.68

	City Architect		
...			

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.

Grade	Classification Assigned to Pay Grade	Minimum Rate	Maximum Rate
25	Property/Evidence Technician		$41,439.11
...			
38	Deputy Fire Chief Information Systems Manager City Architect	$75,015.74	$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

REFERRED TO PUBLIC WORKS COMMITTEE
4/4/16.

RESOLUTION NO. 8864-16 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, appropriating the estimated sum of $509,754.00 for and authorizing the Mayor to enter into an agreement which will allow the City of Lakewood to participate in the upgrade and interconnection of traffic signals along Hilliard Road and Franklin Boulevard in the City with the Ohio Department of Transportation.

WHEREAS, on May 4, 2015, the City enacted legislation proposing cooperation with the Director of Transportation for the described project, which consists of the construction of interconnect traffic signals along Hilliard Road and Franklin Boulevard, lying within the city of Lakewood; and

WHEREAS, the City shall cooperate with the Director of Transportation in the above-described project by assuming and bearing 100 percent of the entire cost of the improvement within city limits, less the amount of Federal-aid NOACA funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation; and assuming and bearing 100 percent of the cost of preliminary engineering and right of way charges, excluding in-house preliminary engineering and right of way charges, incurred by the State; and

WHEREAS, the share of the cost of the City is now estimated in the amount of $509,754.00, but said estimated amount is to be adjusted in order that the City's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, the City desires the Director of Transportation to proceed with the aforesaid highway improvement; and

WHEREAS, this Council by a vote of at least five members thereof 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 street improvement projects; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The estimated sum of $509,754.00 is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. The City hereby agrees to assume in the first instance, the share of the cost and expense over and above the amount to be paid from federal funds.

Section 2. The City hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

Section 3. The Mayor is hereby authorized to enter into an agreement, on behalf of the City, with the state providing for the payment of the sum of money set forth herein above for improving the described project.

Section 4. The Clerk of Council is hereby directed to transmit a certified copy of this legislation to the Director of Transportation.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such 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 6. That 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

PID No. 82797
ODOT Project No. _____ (2016)

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Lakewood, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of the construction of interconnect traffic signals along Hilliard Road and Franklin Boulevard, lying within the City of Lakewood.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.

2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.

3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Five Hundred Nine Thousand Seven Hundred Fifty Four and - - - - 00/100 Dollars, ($509,754.00).**

5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid NOACA funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation, and further, the City agrees to assume and bear one hundred percent (100%) of the cost of Preliminary Engineering and Right of Way, excluding in-house preliminary engineering and right of way cost incurred by the State.**

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:

   A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

   B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

   C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

2. The LPA agrees:

   A. To keep said highway open to traffic at all times;
   B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
   C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
   D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;

F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio
44107

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. 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.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.

2. Neither this contract 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.

3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.

4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract 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 the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

7. LPA 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.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF TRANSPORTATION

_____
Director of Transportation

_____
Date

LOCAL PUBLIC AGENCY
City of Lakewood

_____
Mayor

_____
Date

Approved:
Mike DeWine
Attorney General of Ohio

By:_____
Stephen H. Johnson
Chief, Transportation Section

Date:_____

PLACED ON 1ST READING & REFERRED TO THE RULES & ORDINANCES COMMITTEE 2/1/16.
SECOND READING 2/16/16. DEFERRED 3/7/16.

ORDINANCE NO. 15-16 BY:

AN ORDINANCE amending Section 557.05, Fees of the Codified Ordinances of the City of Lakewood to reflect that the application fee shall not be refundable as the City's actual costs in accepting and processing any permit application along with the minimal services required for any special event permit exceed the application fee.

WHEREAS, overtime the administrative cost of processing an application has risen; and

WHEREAS, applications have to be reviewed by police, fire, public works and the Mayor's office prior to approval; and

WHEREAS, nearly every permit requires minimal services such as the provision of access to electrical outlets or placement of road blocks which requires the time of additional city personnel and use of city equipment and vehicles; and

WHEREAS, the current provision implies that an applicant may be entitled to a refund of a portion of the fee; 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. That Section 557.05, Fees, of the Lakewood Codified Ordinances, currently reading as follows:

> **557.05 FEES.**
>
> Each permit application, except those submitted by the Lakewood Board of Education, shall be accompanied by the application fee of three hundred dollars ($300.00) to reimburse the City for its administrative costs, including set-up and inspections, the application fee shall be refunded only if no permit is issued. After the parade or special event and all direct and indirect costs have been calculated, the applicant will either be billed for or refunded the difference.

is hereby amended to read as follows:

> **557.05 FEES.**
>
> Each permit application, except those submitted by the Lakewood Board of Education, shall be accompanied by the application fee of three hundred dollars ($300.00) to reimburse the City for its administrative costs, including set-up and inspections, the application fee shall be refunded only if no permit is

issued. After the parade or special event and all direct and indirect costs have been calculated, the applicant will ~~either~~ be billed for ~~or refunded~~ the difference.

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 OF COUNCIL

Approved: _____ _____
MAYOR

REFERRED TO RULES & ORDINANCES
COMMITTEE 3/21/16.

RESOLUTION NO. 8861-16 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, 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 Peace 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

READ 1ST 4/4/16

ORDINANCE NO. 24-16 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, to amend Section 1133.09, Demolition or Removal of Residential Structures, of the Codified Ordinances of the City of Lakewood.

WHEREAS, currently, where a demolition permit is sought to remedy conditions immediately dangerous to life, health or property, or to remedy a nuisance, a determination is required that the demolition is necessary by the Director of the Division of Health in addition to the Building Commissioner, Fire Chief and City Engineer; and

WHEREAS, this portion of the code was drafted when the city still had its own Division of Health; and

WHEREAS, the city contracts with Cuyahoga County Public Health District for the provision of public health services and no longer has a Director of the Division of Health; 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; 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, 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 relevant provisions of the zoning code to allow for the efficient issuance of demolition permits where the life, health and safety are immediately at risk; now therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1133.09, Demolition or Removal of Residential Structures, of the Zoning Code within the Codified Ordinances of the City of Lakewood, currently reading as follows:

1133.09 DEMOLITION OR REMOVAL OF RESIDENTIAL STRUCTURES.

(a) ***Lakewood*** consists of very distinctive neighborhoods that were settled at different times during its development each with its own distinctive housing patterns, which are reflective of the time period during which these neighborhoods were nurtured during the growth of the ***City***. Many of these residential neighborhoods are easily recognizable by their consistency of char-

acteristics such as height, setbacks and side yards as well as their distinctive exterior façade design elements including, but not limited to, porches and steps, masonry, stoops, cornices and trims, doors and windows and other architectural styles and features, which over the years created a neighborhood environment and streetscape that brought neighbors together.

In a correspondence from the Ohio Historic Preservation Office dated May 5, 1992, their opinion is that the entire *City* constitutes a single historic district, eligible for listing in the National Register of Historic Places. As stated in their letter, "The *City* is significant as a late nineteenth and early twentieth century streetcar suburb. The *City* is also unique in that for a community of its size and density it retains remarkable integrity to convey both its historic and architectural significance."

As a result of the Ohio Historic Preservation findings, the *City* encourages conservation, preservation, redevelopment, and revitalization of residential neighborhoods to preserve their unique environments and for the public welfare of the *City*. The *City* acknowledges as a matter of public policy that the preservation and protection of residential neighborhoods is required for the health, safety and welfare of the people.

(b) Requirements Before Demolition or Removal of Principal Structures on Residential Properties. No demolition or removal of a principal structure, built in 1945 or earlier, in an R1H Single-Family, high density, R1M Single-Family, medium density, R1L Single-Family, low density, R2 Single- and Two-Family, L Lagoon, MH Multiple-Family, high density and ML Multiple-Family, low density, Residential Districts shall be permitted unless and until one (1) of the following conditions is satisfied:

(1) The Safety Director of the *City* authorizes the Commissioner to grant a demolition or removal permit, based on causes such as fire or other source of property damage or loss, in order to remedy conditions immediately dangerous to life, health or property, or to remedy a nuisance, as jointly determined and recommended by the Commissioner, the Fire Chief, the *City* Engineer and the Director of the Division of Health; or

(2) The passage of 180 days following application to the Commissioner for a demolition permit or permit to move a principal structure, during which time the applicant has further made good faith application to all required boards and commissions of the *City* for approval of a new principal structure at the location of such property; or

(3) The proposed principal structure at the location of such property conforms to the design requirements set forth in Chapter 1325 of the Building Code and has been approved by the Architectural Board of Review, and by any other required boards and commissions of the *City*, in order to proceed with the new principal structure. In addition, notwithstanding any other requirements, all approvals for such proposed principal structure shall be based on the following factors:

A. The proposed principal structure is consistent with the *Code*, the *Vision* and the "Standards for Rehabilitation" adopted by the U.S. Secretary of the Interior, as stated in Title 36 of the Code of Federal Regulations, Part 1208 (Formerly of Part 67); and

B. The proposed principal structure is consistent with any historic or aesthetic features of the residential property being replaced and/or the nature and appearance of the surrounding neighborhood.

C. The Secretary of all such required boards and commissions of the *City* shall immediately notify the Commissioner of compliance with the provisions of this section by any applicant that would allow and provide for the issuance of a demolition permit or a removal permit by the Commissioner.

(c) Demolition or Removal Delay Period. The time period before a demolition or removal permit can be issued in an R1H, R1M, R1L, R2, L, MH and ML is provided in order to permit the *City*, public agencies, civic groups and other interested parties a reasonable opportunity to study, comment and propose potential alternatives or modifications to the proposed new principal structure. During such time period, if the *City* and other interested parties deem preservation appropriate, the applicant shall undertake meaningful and continuing discussions with the *City* and other interested parties for the purpose of preserving such principal structure.

(d) A demolition or removal permit shall comply with the regulations set forth within this Chapter and those in Section 1171.03.

(e) Fees. A review and recording fee, established pursuant to Section 1173.06, shall be included with the application.

shall be and is hereby amended to read as follows:

1133.09 DEMOLITION OR REMOVAL OF RESIDENTIAL STRUCTURES.

. . .

(b) Requirements Before Demolition or Removal of Principal Structures on Residential Properties. No demolition or removal of a principal structure, built in 1945 or earlier, in an R1H Single-Family, high density, R1M Single-Family, medium density, R1L Single-Family, low density, R2 Single- and Two-Family, L Lagoon, MH Multiple-Family, high density and ML Multiple-Family, low density, Residential Districts shall be permitted unless and until one (1) of the following conditions is satisfied:

(1) The Safety Director of the *City* authorizes the Commissioner to grant a demolition or removal permit, based on causes such as fire or other source of property damage or loss, in order to remedy conditions immediately dangerous to life, health or property, or to remedy a nuisance, as jointly determined and recommended by the Commissioner, the Fire Chief, and the *City* Engineer ~~and the Director of the Division of Health~~; or

. . .

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

Adopted: _____ _____
President of Council

_____
Clerk of Council

Approved: _____ _____
Mayor

12650 DETROIT AVENUE 44107 216/529-6055 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

April 18, 2016

Lakewood City Council
Lakewood, OH 44107

Re: Dana Textoris to Lakewood Animal Safety and Welfare Advisory Board

Dear Colleagues:

I write today to appoint Dana Textoris to the Lakewood Animal Safety and Welfare Advisory Board.

I have come to know Dana as an engaged Lakewood neighbor, who is highly qualified for and committed to the goals of this vital board. I am sure that he will serve all of Lakewood well in this position.

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

Yours in service,

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

Jennifer R. Pae
Director of Finance

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

April 18, 2016

Lakewood City Council
12650 Detroit Avenue
Lakewood, OH 44107

Re: Meridian shoreline protection project; report of Board of Revision of Assessments

Dear Members of Council:

This letter will serve as the report of the Board of Revision of Assessments, made pursuant to Article XVI of the Second Amended Charter of the City of Lakewood, related to the Meridian Condominium shoreline erosion protection project.

Having duly given notice to the residents in accordance with the charter, the Board met on Wednesday, April 6, 2016 at 6:30 p.m. in the Auditorium. Several members of the public were present. The Board received some objections and some statements in support from the affected residents related to the improvements contemplated under the project. The Board found no reason to adjust any amounts appearing in the initial assessment report, now on file in the office of City Council. Upon deliberation, by a unanimous vote the Board voted to make a finding that the project is a necessary public improvement. The Board then adjourned.

I anticipate a final assessment ordinance will be introduced separately by the administration on a future Council agenda.

Please let me know if you have any remaining questions or concerns.

Sincerely,

Jennifer R. Pae
Secretary, Board of Revision of Assessments

cc: Mayor Mike Summers, Chair
Council President Sam O'Leary, Member
Public Works Director Joe Beno, Member
Law Director Kevin Butler, Member