

**DOCKET
OF A MEETING OF
THE LAKEWOOD CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS
LAKEWOOD CITY HALL - 12650 DETROIT AVENUE
APRIL 4, 2016
7:30 P.M.**

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

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

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

AGENDA ITEMS PROTOCOL:

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

PUBLIC COMMENT PROTOCOL:

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

- I. Pledge of Allegiance
- II. Moment of Silence
- III. Roll Call

Reading and disposal of the minutes of the Special Meeting of Council held February 11, 2016.

Reading and disposal of the minutes of the Regular Meeting of Council held March 21, 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 4, 2016 Committee Meeting. Mr. O'Leary; Chair. (To Be Provided)
2. **RESOLUTION NO. 8863-16** – A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council , or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor, to enter into a lease agreement with The Cleveland Clinic Foundation for the lease of the real property located at 1450 Bell Avenue, Suite 300, also known as the community Health Center. (Read & Referred to Committee of the Whole 3/21/16) (Pg. 5)
3. Public Safety Committee Report regarding Ordinance 4-16. Mr. O'Malley; Chair (Pg. 40)
4. **ORDINANCE NO. 4-16** – AN ORDINANCE amending the Code to provide for the impounding and disposition of certain animals, and establishing related charges. (1ST READING & REFERRED TO PUBLIC SAFETY COMMITTEE 1/19/16, 2ND READING 2/1/16, DEFERRED 3/21/16) (Pg. 42)
5. Housing Committee Report regarding Ordinance 3-16, 22-16 & 23-16 Mr. Anderson; Chair (Part provided on Pg. 45 & To Be Provided) Pg. 45
6. **ORDINANCE NO. 3-16** – AN ORDINANCE amending Section 1306.60 of the Codified Ordinances of the City of Lakewood by expanding on the regulations governing exterior electric and fuel-burning cooking devices. (1ST READING & REFERRED TO THE HOUSING COMMITTEE 1/19/16) (Pg. 47)
7. **ORDINANCE NO. 22-16** – AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Director of Planning and Development to enter into an agreement with a licensed real estate broker to market for sale the real property located at 1252 Westlake Avenue, vacant lot associated with 1589 Newman Avenue, 1589 Newman Avenue, 1635 Hopkins Avenue, and 1214 Gladys Avenue for a period of 120 days, pursuant to Section 155.07 of the Codified Ordinances. (FIRST READING & REFERRED TO HOUSING COMMITTEE 3/7/16, 2ND READING 3/21/16) (Pg. 49)
8. **ORDINANCE NO. 23-16** – AN ORDINANCE amending Section 505.18, Certain Animals Prohibited, of the Codified Ordinances of the City of Lakewood, in order to permit the keeping of hens in the City under certain conditions. (1st Reading 3/21/16) (Pg. 51)

9. Public Works Committee regarding 8862-16. Mr. Nowlin; Chair (To Be Provided)
10. **RESOLUTION NO. 8862-16** – A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor, on behalf of the City of Lakewood, to enter into an agreement to accept approximately \$400,000 from the Ohio Department of Transportation for the encapsulation of the sanitary sewer line over IR-90 just west of SR-237. (Read & referred to Public Works 3/21/16) (Pg. 60)
11. **RESOLUTION NO. 8860-16** – A RESOLUTION Opposing the Trans-Pacific Partnership Agreement (TPP) (DEFERRED 3/21/16) (Pg. 73)
12. **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) (Pg. 75)

******NEW BUSINESS******

13. Communication from Councilmember O’Leary regarding appointing Brian Taubman to the Citizens Advisory Committee. (Pg. 77)
14. Communication from Councilmember O’Malley regarding Appointment to Lakewood Citizens Advisory Committee. (Pg. 78)
15. Communication from Councilmember O’Malley regarding appointment to Lakewood Community Relations Advisory Commission. (Pg. 79)
16. Communication from Councilmember Marx regarding Bed Bug Work Group collaboration. (Pg. 80)
17. Communication from Councilmember Marx regarding Lead Safe Cuyahoga. (Pg. 82)
18. Communication from Councilmember Marx regarding Citizens Advisory Committee Appointment. (Pg. 85)
19. Communication from Mayor Summers regarding Health and Wellness Foundation. (Pg.86)

20. Communication from Public Works Director Beno regarding Hilliard Road and Franklin Boulevard Traffic Signalization Project. (Pg. 87)
21. **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. (Pg. 88)
22. Communication from Law Director Butler regarding Removal of city health director from demolition code. (Pg. 96)
23. **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. (Pg. 97)

RESOLUTION NO. 8863-16

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

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

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

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

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

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

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

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

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

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

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

Adopted: _____

President

Clerk

Approved _____

Mayor

Exhibit A

Third Amendment to Lease Agreement

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

THIRD AMENDMENT
TO
LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

THE CITY OF LAKEWOOD

By: _____

Its: _____

"LANDLORD"

THE CLEVELAND CLINIC FOUNDATION

By: _____

Its: _____

"TENANT"

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

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

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

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

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

Notary Public

LAKWOOD COMMUNITY HEALTH CENTER

OFFICE LEASE

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

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

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

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OFFICE LEASE

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

1. PREMISES

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

2. TERM

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

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

3. RENT

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

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

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

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

4. USE OF PREMISES

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

5. MAINTENANCE AND REPAIRS

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

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

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

6. ALTERATIONS AND FIXTURES

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

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

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

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

7. UTILITIES AND SERVICES

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

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

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

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

8. INDEMNIFICATION AND WAIVER OF LIABILITY

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

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

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

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

9. INSURANCE

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

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

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

10. DAMAGE OR DESTRUCTION

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

11. CONDEMNATION

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

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

- 11.2 Partial Taking: In the event of a partial condemnation or taking that does not result in a termination of this Lease in accordance with the provisions of paragraph 11.1 hereof, the Base Rent due hereunder shall abate in proportion to the portion of the Premises affected by such condemnation or taking.
- 11.3 Awards: Landlord shall be entitled to the entire award resulting from any such condemnation or taking, provided, however, that Tenant shall be entitled to any portion of any award attributable to the value of the leasehold estate created by this Lease, and provided further that Tenant may file a claim against the condemning authority for its moving and relocation expenses and for the unamortized value of any leasehold improvements paid for by Tenant.

12. ASSIGNMENT AND SUBLETTING

- 12.1 In General: Tenant shall not voluntarily assign its interest in this Lease nor sublet all or any portion of the Premises nor permit the use or occupancy of the Premises by any other person or entity without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. Any consent by Landlord to any assignment, subletting, or use or occupation of the Premises by anyone other than Tenant shall not constitute a consent to any subsequent assignment, subletting, or use or occupation.
- 12.2 Excess Rental: If Landlord does consent to the assignment of this Lease or the subletting of all or substantially all the Premises, and if the total rental amount to be paid by the sublessee or assignee is in excess of the Rentals hereunder, Tenant shall remit such excess to Landlord immediately upon receipt.
- 12.3 Financial Statements: If Tenant requests Landlord's consent to the assignment of this Lease or to a sublease of all or substantially all the Premises, Tenant shall include with such request the name, address and current financial statements of the proposed assignee or sublessee, the rental to be paid and all other conditions and provisions of the proposed assignment or subletting. Landlord may, in lieu of giving or withholding its consent, terminate this Lease as to the affected portion of the Premises by written notice to Tenant within ten days after Tenant's request for Landlord's consent; such termination shall be effective on the twentieth day following the date on which Landlord's termination notice is given.
- 12.4 Tenant's Liability: If at any time during the Term Tenant sublets all or any part of the Premises or assigns this Lease, whether with or without the consent of Landlord, Tenant shall nevertheless remain liable under all the terms, covenants, and conditions of this Lease. If this Lease is assigned or if the Premises or any part thereof is subleased or occupied by anybody other than Tenant, Landlord may collect from the assignee, sublessee, or occupant any Rentals payable by Tenant under this Lease and apply the amount collected to the Rentals; however, such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee, or occupant as a tenant nor a release of Tenant under this Lease.

13. DEFAULT

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

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

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

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

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

14. SURRENDER OF PREMISES

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

15. ATTORNEYS' FEES

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

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

16. SUBORDINATION

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

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

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

17. ESTOPPEL CERTIFICATES

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

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

18. SIGNS

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

19. RESERVED RIGHTS

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

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

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

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

20. CONDITION OF THE PREMISES

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

21. SECURITY DEPOSIT (INTENTIONALLY OMITTED)

22. QUIET ENJOYMENT

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

23. NOTICES

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

24. RECORDING

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

25. MISCELLANEOUS

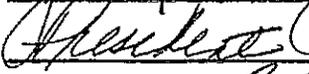
- 25.1 Time of Essence: Time is of the essence with respect to each provision of this Lease. Any reference in this Lease to "days" shall mean calendar days.
- 25.2 Successors and Assigns: This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and, except as otherwise provided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

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

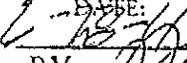
- 25.12 Compliance with Certain Environmental Regulations: Tenant shall indemnify and hold harmless Landlord from any cost or expense incurred by Landlord in complying with any local, state or federal environmental law or regulation which holds Landlord accountable for the costs of, disposal of, or treatment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

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

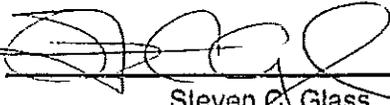
LAKEWOOD HOSPITAL ASSOCIATION

By: 
Its:  7-13-2011 "LANDLORD"

APPROVED AS TO FORM
CCF - LAW DEPT.

DATE:  CMSI #:
BY: 

THE CLEVELAND CLINIC FOUNDATION (OBGYN)

By: 
Its: Steven C. Glass
Chief Financial Officer
"TENANT"

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

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

Carolyn J. Mozny
Notary Public

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

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

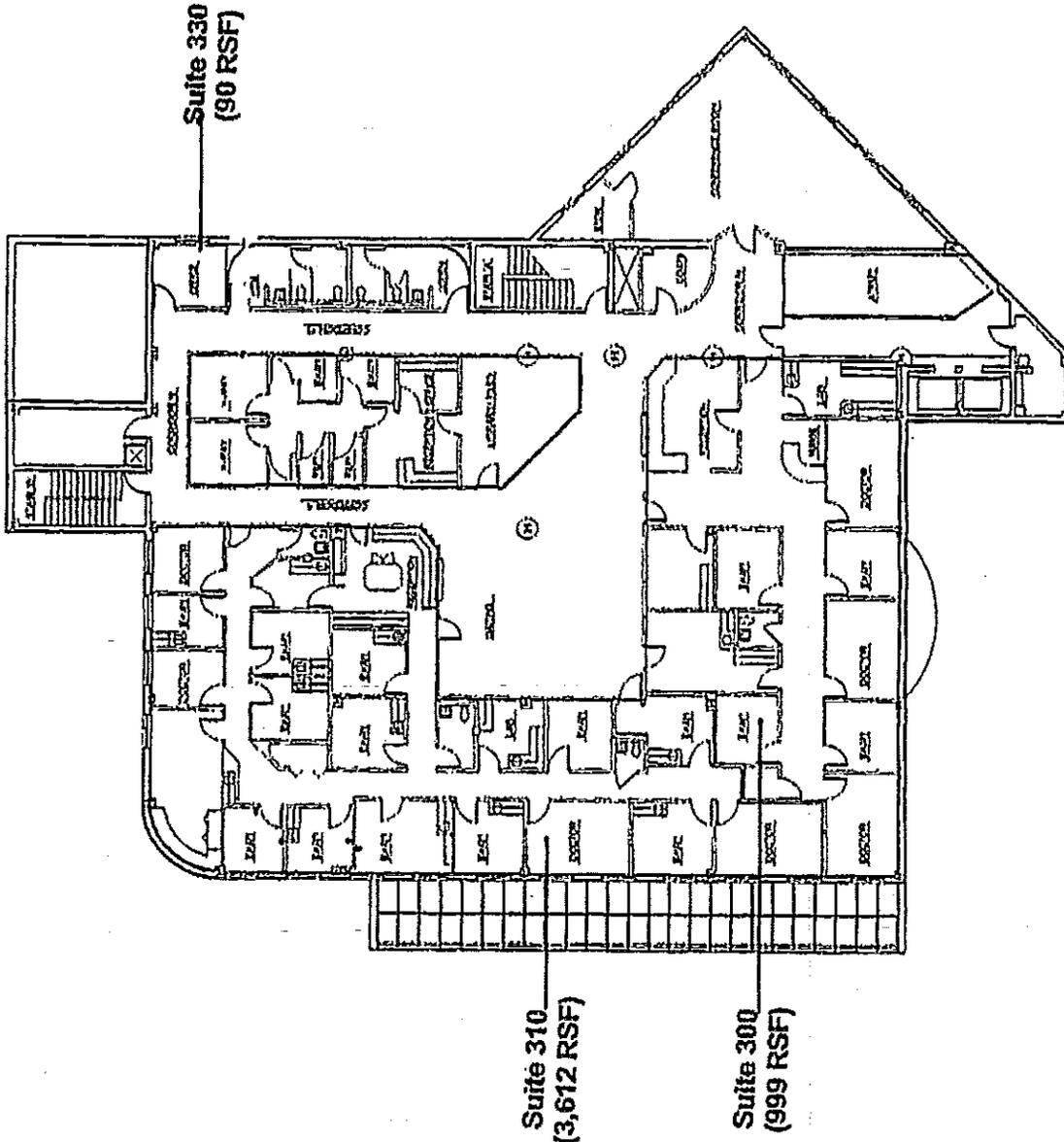
Before me, a Notary Public in and for said County and State, personally appeared Steven G. Glass, the Chief Financial Officer of The Cleveland Clinic Foundation (OBGYN), which is the Tenant in the foregoing Lease, who acknowledged that he/she did sign the same and that the execution of said Lease is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

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

Heidi Dolin
Notary Public

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

EXHIBIT A



<p>Lakewood Hospital Community Center 1450 Bell Ave. Lakewood, Ohio</p>	<p>North Pointe Realty, Inc. Tenant Identification Plans</p>	<p>Scale: 1/8" = 1'-0"</p>	<p>MILAN BENDER AND ASSOCIATES, ARCHITECTS 391 LAKWOOD DRIVE SUITE 100 WAYLAND, OHIO 44150-9034 OFFICE: (440) 444-1130 • FAX: (440) 444-1131</p>
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EXHIBIT B

Rules and Regulations of the Building

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

Landlord's agents or employees shall at all times keep a passkey and be allowed admittance to the Premises to cover emergencies.
8. Tenant shall not make, or permit to be made, any unnecessary or disturbing noises or allow loud music or otherwise interfere with other tenants, occupants of the Building or their invitees.
9. Neither Landlord nor Tenant shall do or permit anything to be done which will be injurious to the reputation of the Building.

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

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

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

FIRST AMENDMENT
TO
LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

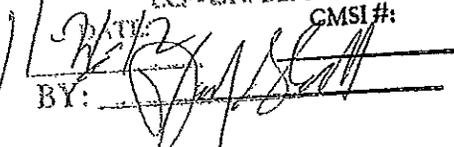
IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Lease Agreement as of the date set forth above to be effective as of the Effective Date.

LAKEWOOD HOSPITAL ASSOCIATION

By: 
Its: _____
"LANDLORD"

THE CLEVELAND CLINIC FOUNDATION
(OBGYN)

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

APPROVED AS TO FORM
ECF - LAW DEPT.
DATE: _____ GMSI#: _____
BY: 

STATE OF OHIO]
] SS:
COUNTY OF CUYAHOGA]

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

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



Christine J. Ujcich
Notary Public

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

STATE OF OHIO]
] SS:
COUNTY OF CUYAHOGA]

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

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

Marianne Gaydos
Notary Public

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

SECOND AMENDMENT
TO
LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

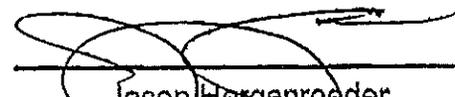
3. Except as amended and/or supplemented herein, the Lease shall remain unchanged and in full force and effect and all defined terms set forth in the Lease shall have the same meaning herein. In the event of a conflict between the provisions contained in the Lease and that of this Second Amendment, the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

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

LAKWOOD HOSPITAL ASSOCIATION

By: 
Its: Carol Conkner
"LANDLORD"

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

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

APPROVED AS TO FORM
CCF - LAW DEPT.

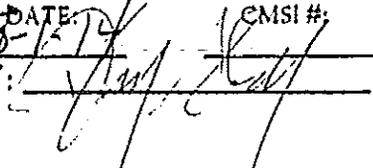
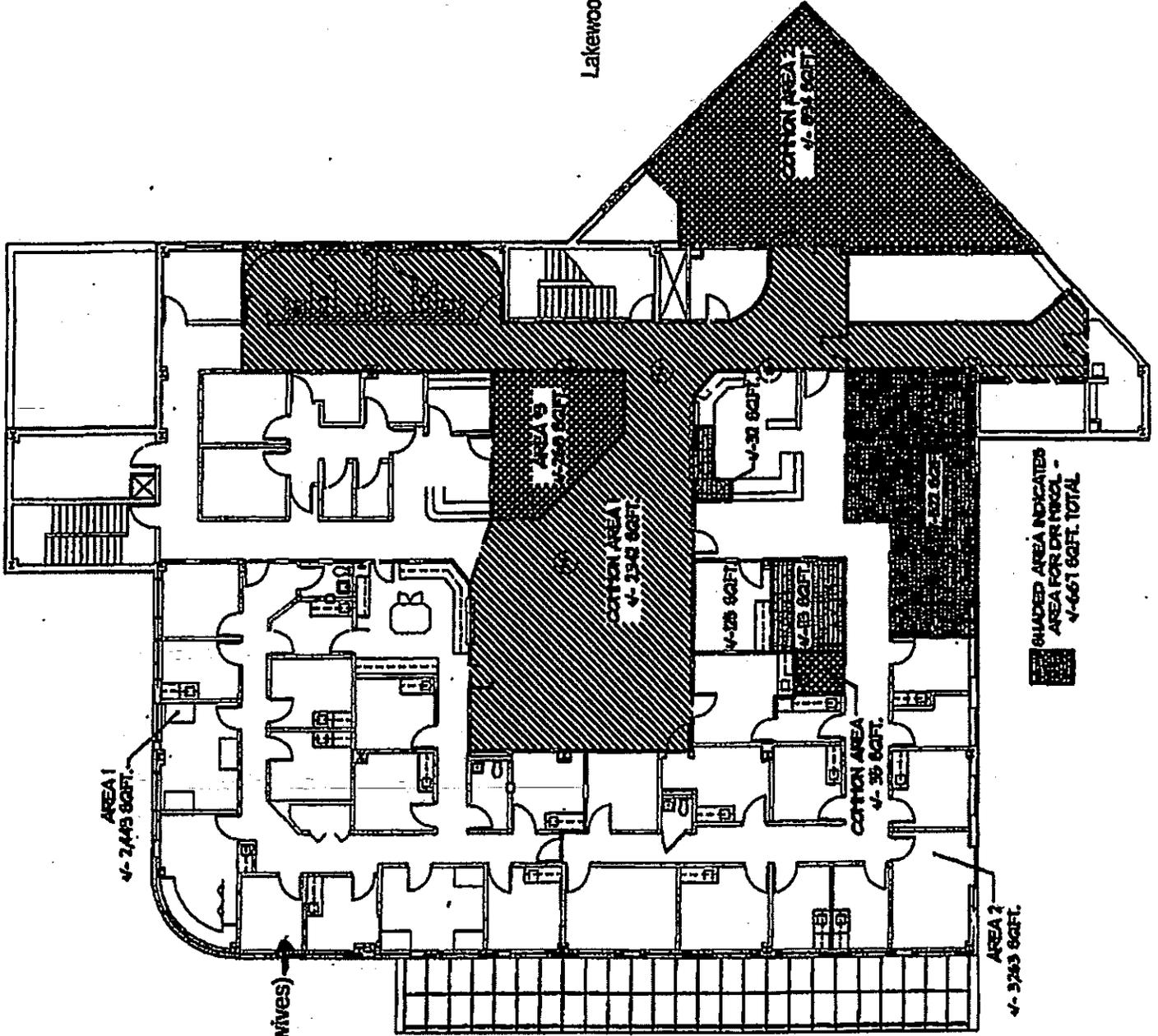
DATE: 5-1-74 CMSI #:
BY: 

Exhibit A

Third Floor

Lakewood Community Health Center
1450 Belle Avenue
Lakewood, Ohio



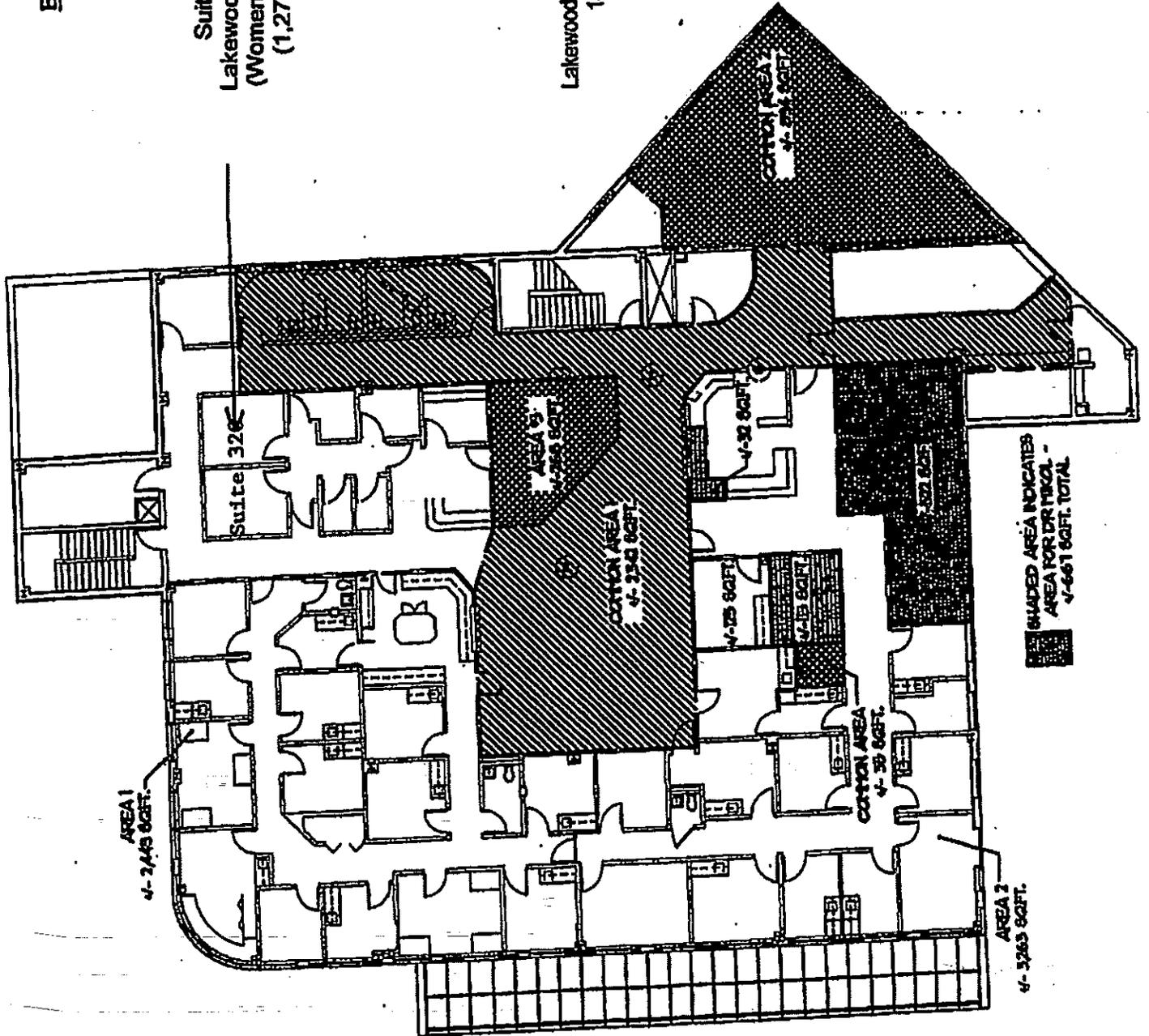
Suite 300A
Lakewood Hospital (Midwives)
~~(3,103 RSF)~~
(3,103 RSF)

Exhibit A-1

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

Third Floor

Lakewood Community Health Center
1450 Belle Avenue
Lakewood, Ohio





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SAM O'LEARY, WARD 2
JOHN LITTEN, WARD 3
DANIEL J. O'MALLEY, WARD 4

April 4, 2016

Lakewood City Council
Lakewood City Hall

Re: Public Safety Committee Report

Dear Colleagues,

The Public Safety Committee met on February 22nd to discuss Ordinance 4-16 which proposes to empower Animal Control with options to better manage pets that have been abandoned by their owners. All members of the Committee were present as were Councilmember Marx, Animal Control Officer Hearn, and Assistant Law Director Swallow.

The Committee learned that from time to time Animal Control must take possession of a pet when its owner has been hospitalized, incarcerated, or is missing. Officer Hearn explained that in these situations Animal Control makes every effort to reunite the pet and the owner or to place the pet in the care of a friend or family member of the owner. However, experience has shown that this is not always possible. Ordinance 4-16 gives Animal Control the authority to place the pet up for adoption, transfer it to another facility, or to euthanize it if efforts to contact its owner are unsuccessful.

The Committee agreed that Ordinance 4-16 provides a sensible correction to the Code and unanimously recommended adoption by Council.

The Public Safety Committee also met on March 21st to discuss the Lakewood Police Department's 2015 Annual Report. All members of the Committee were present as were Councilmembers Marx and Anderson, Police Chief Malley and a member of the media.

The Committee spent the majority of its time looking at the report's information on heroin and opioid arrests and overdoses. For the past several years there has been a significant increase in heroin use and heroin overdoses nation-wide. In 2015 there were 46 heroin overdoses and 9 heroin-related deaths in Lakewood. Chief Malley advised the Committee about Fentanyl, a deadly drug that is rapidly increasing

Lakewood City Council
April 4, 2016
Public Safety Committee Report
PAGE TWO

in popularity and frequently mixed with heroin. He reviewed LPD's protocols for responding to overdoses and explained the use of Narcan, the drug used to reverse an overdose in progress. Since 2014 all LPD officers have carried Narcan. Chief Malley credited the drug with saving several lives.

The Committee also discussed trends in crime and traffic violations with the Chief. The report is available on the City's website.

Respectfully submitted;

Daniel J. O'Malley, Chair
Thomas R. Bullock III, John Litten; Members
PUBLIC SAFETY COMMITTEE

ORDINANCE NO. 4-16

BY:

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

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

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

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

505.03 IMPOUNDING AND DISPOSITION; RECORDS.

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

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

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

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

be and is hereby amended to read as follows:

505.03 IMPOUNDING AND DISPOSITION; RECORDS.

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

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

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

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

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

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

Adopted: _____

President of Council

Clerk of Council

Approved: _____

Mayor



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

April 4, 2016

Lakewood City Council
Lakewood City Hall

Re: Housing Committee Report

Dear Colleagues and Community:

The Housing Committee held a hearing on Monday, March 28, regarding proposed Ordinance 23-16 which would amend section 505.18 of Lakewood's codified ordinances in order to permit the keeping of hens in Lakewood under certain conditions.

All members of the Housing Committee were present as were members of the administration as well as the public. The Committee received a profile report from Animal Control regarding the 11 pilot sites, which is included in this evening's Council docket, and discussed each of the nine components of the proposed ordinance.

The Committee agreed that sub-sections one, four, seven and nine should remain unchanged. Regarding sub-section two, the Committee approved a change to the title of section two as well as a slight change of wording in the first sentence. The administration agreed to suggest wording to clarify the application process outlined in sub-sections two and three. The Committee discussed sub-sections five and six regarding setbacks and the enclosure respectively but did not move to offer changes. Regarding sub-section eight, the Committee discussed the notion of limiting the number of permits and determined that the total not to exceed be capped at 50. Also concerning sub-section eight, the administration, again, agreed to suggest language regarding a possible waiting list that would more logically link to the wording of sub-sections two and three.

Throughout the deliberation, the Committee, members of the Administration and the public agreed that a primary goal should remain maintaining the high level of standards and inspection achieved during the pilot project to further ensure quality control and overall compliance.

Additional hearings may be needed to ensure all components of the proposed ordinance as well as sound complaints/concerns are thoroughly discussed.

Yours in service,

David W. Anderson
Member of Council – Ward 1

Last Name	Address	ACO	Date/Time	Findings
Loke	1460 Alameda	Kurt	2/24/12:25	6 hens all in good condition, no problems with predators, no odor detected
Regalla	1571 Roycroft	Kurt	2/29/10:00	6 hens clean and in good health, no odor, no problems with rodents or predators. Uses straw, has plans to run electric and water to coop
McSwain	17208 Lake	Kurt	3/2/ 9:55	4 hens; one died of old age. Pine shavings in coop oak leaves for outside coop, no odor, one minor incident w/raccoon
Willow	12547 Lake	Kurt	3/3/ 8:50	4 hens; one got loose and was never found. Pine shavings, no odor, cleans once a week
Leith	1206 Ethel			Unable to make contact
Horrat	1233 Westlake	Jack	2/24/ 15:15	6 hens, very clean, no odor, plenty of straw, food, water; electricity
Webber	2046 Waterbury	Jack	2/24/ 16:50	3 hens; one lost, very clean, no odor, very elaborate, plenty of straw, food, water; electricity
Stark	13424 Harlon	Jack	2/24/ 17:00	6 hens, clean, uses wood chips and straw, food compost in coop
Germaine	1580 St. Charles	Jack	2/25/ 16:30	6 hens, very clean, no odor, uses wood chips, plenty of food and water
Murgoyne/Stahlheber	1081 Forest Cliff	Jack	2/26/ 14:00	5 hens Very clean uses a mixture of wood chips/straw, plenty of food/water; electricity
Jeal	14507 Garfield	Jack	2/27/ 10:30	5 hens, (2 small coops 2 polish hens in one and 3 hens in other) very clean, uses wood chips

FIRST READING & REFERRED TO THE
HOUSING COMMITTEE 1/19/16.

SECOND READING 2/1/16.

ORDINANCE NO. 3-16

BY:

AN ORDINANCE amending Section 1306.60 of the Codified Ordinances of the City of Lakewood by expanding on the regulations governing exterior electric and fuel-burning cooking devices.

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1306.60, Exterior Electric and Fuel Burning Cooking Devices, of the the Codified Ordinances of the City of Lakewood, currently reading as follows:

SECTION 1306.60. EXTERIOR ELECTRIC AND FUEL BURNING COOKING DEVICES.

No electric or fuel burning cooking appliance or device shall be permitted to be operated upon any porch, balcony, patio deck, roof or similar structure when such structure is located above the first floor level or if the first floor level is enclosed or covered in whole or in part by awnings, canopies, arbors, roofs and similar roof structures.

is hereby repealed.

Section 2. New Section 1306.60, Exterior Electric and Fuel Burning Cooking Devices, of the Codified Ordinances of the City of Lakewood, is hereby enacted to read as follows:

SECTION 1306.60. EXTERIOR ELECTRIC AND FUEL BURNING COOKING DEVICES.

No portable electric or fuel burning cooking appliance or device shall be permitted to be operated upon any porch, balcony, patio deck, roof or similar structure when such structure is located above the first floor level or if the first floor level is enclosed or covered in whole or in part by awnings, canopies, arbors, roofs and similar roof structures. Permanently installed appliances designed for the cooking of food for human consumption are permitted so long as the fuel utilized is either electricity or natural gas and the appliance is installed per the manufacturer's written requirements and applicable state codes.

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

Adopted: _____

PRESIDENT

CLERK OF COUNCIL

Approved: _____

MAYOR

FIRST READING & REFERRED TO THE
HOUSING COMMITTEE 3/7/16.
SECOND READING 3/21/16.

ORDINANCE NO. 22-16

BY:

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

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

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

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

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

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

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

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

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

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

Adopted: _____

President

Clerk

Approved _____

Mayor

ORDINANCE NO. 23-16

BY:

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

WHEREAS, it is necessary and desirable to amend the Code in order to permit the keeping of hens in the City of Lakewood under certain conditions; and

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

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 505.18, Certain Animals Prohibited, of the Codified Ordinances of the City of Lakewood, currently reading as follows:

505.18 CERTAIN ANIMALS PROHIBITED.

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

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

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

F. Any other logically relevant information.

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

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

505.18 CERTAIN ANIMALS PROHIBITED.

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

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

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

- C. The relative danger, safety, and health risks to the general public, to persons residing or passing near the applicant's premises, and to the applicant in connection with the animals involved;
 - D. The provisions which have been or will be made for the safe, sanitary and secure maintenance of the animals for the protection of the general public, persons residing or passing near the applicant's premises, and the applicant;
 - E. The provisions which have been or will be made to protect the safety and health of the animals involved;
 - F. Any other logically relevant information.
- (5) An application for exemption under this subsection (d) shall be denied unless the Director of Public Safety determines that, in view of all the relevant criteria and any restrictions which he may provide, reasonably appropriate measures commensurate with the degree of risk associated with the animals involved have been or will be taken to assure at least a minimum acceptable level of protection from danger to the health and safety of the general public, persons residing or passing near the applicant's premises, and the applicant.
- (6) An exemption granted pursuant to this subsection (d) may be withdrawn by action of the Director of Public Safety in the event that the Director of Public Safety determines that there has been a change in the conditions or assumptions under which it was originally granted or in the event that the applicant fails to comply with restrictions originally placed on the exemption.
- (7) The Director of Public Safety shall notify Council at least 30 days prior to any exemption taking effect.
- (e) Notwithstanding any of the foregoing, female chickens ("hens," for the purpose of this subsection (e)), may be kept in the City only in accordance with the following regulations:
- (1) Zoning Districts. Hens may be kept only in an R1 Residential Single-Family or R2 Residential Single- and Two-Family District.
 - (2) Application and Permit. Before the keeping of hens may occur, a permit shall have first been obtained by the Director of Public Safety. The permit application must be accompanied by a \$25.00 fee paid to the City and include the following information: the name, phone number, home address and email address of the applicant; the size and location of the subject property; a proposal containing the number of hens the applicant seeks to keep on the property; a description of any coop or outdoor enclosure providing precise dimensions and the precise location of these enclosures in relation to property lines and adjacent properties, with specifications and drawings if available; a certificate or letter showing that the applicant has taken a class in keeping backyard hens from the Ohio State University Extension or other source approved by the Director of Public Safety; the permission of the property owner for the applicant to keep hens, if the applicant is not the owner;

and the applicant's permission for any city official to enter the lot to determine whether the permit should be granted and the use maintained.

- (3) Inspection. Within 60 days of the Director of Public Safety or his or her designee receiving the initial application, he or she shall cause the lot to be inspected. The person(s) inspecting the premises shall determine if the lot dimensions in the application are accurate; determine the feasibility of the applicant meeting the remaining criteria in this resolution; note whether any extraordinary circumstances exist, such as outstanding property citations or unsanitary property conditions, that would militate against the granting of the application; and within 30 days of the inspection determine whether the permit should be issued.
- (4) Personal Use; Limitations. Hens may be kept only for personal use by persons residing in the principal structure on the lot on which the hens are kept. No hens may be kept on a lot containing more than three dwelling units. Residents of no more than one dwelling unit within a structure may keep hens on that lot. No more than six hens shall be allowed on any lot.
- (5) Setbacks. Coops or accessory structures housing hens shall be kept at least three feet from the side and rear property lines. All such structures shall be located no less than 20 feet behind the rearmost wall of the principal structure on the lot.
- (6) Enclosure. The base surface of a coop and run must not exceed 80 square feet and six feet in height. Hens shall not be allowed out of these enclosures unless the rear yard of the property is fenced along the rear and side lot lines, and a resident of the property on which the hens are kept is directly monitoring them such that the resident is able to immediately return the hens to the cage or coop if necessary. The manufacturer's specifications for the coop, or otherwise adequate drawings including dimensions, shall be submitted for approval together with the application for the permit. Hens shall be kept in a covered, predator-proof coop that is well-ventilated and designed to be accessed for cleaning. The enclosure shall be of uniform and sturdy design and constructed of quality materials. Fencing, if used, shall be securely fastened to posts of reasonable strength firmly set into the ground and shall be stretched tightly between support posts. The enclosure shall be maintained in good repair at all times so as to protect the aesthetics of the neighborhood and to not present a blighted or untidy appearance to the property or to neighbors. Hens shall have access to an outdoor enclosure or run that is adequately fenced to contain the hens on the property, to prevent them from running at large, and to prevent access by predators. The combined area of the coop and run shall allow at least three square feet per hen, and shall otherwise be constructed to provide humane conditions and to ensure the health and well-being of the animals occupying it are not endangered by the manner of keeping or confinement.
- (7) Sanitation; Slaughtering. The coop and outdoor enclosure must be kept clean, dry and sanitary; free from debris and offensive odors; and devoid of rodents and vermin. It shall be so located that adequate drainage is obtained, normal drying occurs and standing water is not present. The coop and outdoor enclosure must be cleaned on a regular basis to prevent the accumulation of waste. All feed must be stored in a rodent-

proof container. No hens shall be slaughtered except in accordance with, and only if permitted by, Chapter 918 of the Revised Code.

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

(9) Permit Revocation. The Director of Public Safety may revoke a permit at any time if the permit holder materially fails to adhere to the provisions of this subsection (e).

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

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

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

Adopted: _____

President

Clerk

Approved: _____

Mayor

RESOLUTION NO. 8862-16

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

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

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

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

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

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

Section 4. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council, this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

President of Council

Clerk of Council

Approved: _____

Mayor

Exhibit A

Rev. 3/5/2016

CUY-90-7.74 PCS
COUNTY-ROUTE-SECTION
102194
PID NUMBER
27661
AGREEMENT NUMBER

LPA NON-FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

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

2. LEGAL REFERENCES

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

3. FUNDING

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

4. PROJECT DEVELOPMENT AND DESIGN

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

5. ENVIRONMENTAL RESPONSIBILITIES

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

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

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

7. ADVERTISING, SALE AND AWARD

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

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

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

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

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$200,000, the LPA shall ensure that Encouraging Diversity, Growth and Equity (EDGE) requirements, as defined in Ohio Revised Code 123.152, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. To meet this requirement, EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Encouraging Diversity, Growth and Equity (EDGE) requirements. EDGE participation goals (subcontracts, materials, supplies) have been set on this project for those EDGE firms who have been certified by the Ohio Department of Administrative Services pursuant to Ohio Revised Code 123.152, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR EDGE GOALS

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

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

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

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION: DEFAULT AND BREACH OF CONTRACT

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:
Michael P. Summers, Mayor
City of Lakewood
12660 Detroit Avenue
Lakewood, Ohio 44107

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

15. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LPA: City of Lakewood

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____
Michael P. Summers
Title: Mayor

By: _____
Jerry Wray
Director

Date: _____

Date: _____

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

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

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

CUY-80-7.74 PCS
COUNTY-ROUTE-SECTION
102104
PID NUMBER
27881
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

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

be paid directly to _____
(CONTRACTOR'S NAME)

Contractor Name:
 OAKS Vendor ID:
 Mailing Address:

 LPA signature

LPA Name:
 OAKS Vendor ID:
 Mailing Address:

 Approved, ODOT signature

Approved As To Legal Form:

 Director of Law, City of Lakewood

BY:

RESOLUTION NO. 8860-16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR

ORDINANCE NO. 32-15A

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of council, or otherwise to take effect and be in force at the earliest period allowed by law, to amend Ordinance No. 32-15, adopted November 2, 2015, to provide for creating positions and rates of pay for full-time and certain part-time annual salaried employees and hourly rate employees not covered by a collective bargaining agreement in the several departments, divisions and offices of the City of Lakewood, including the Chief of Fire, Chief of Police and Civil Service Commissioners.

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

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

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

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

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

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

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

is hereby amended to read as follows:

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

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

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

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

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

Adopted: _____

PRESIDENT

CLERK

Approved: _____

MAYOR



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

www.onelakewood.com

Lakewood City Council

SAMUEL T. O'LEARY, PRESIDENT

DAVID ANDERSON, VICE PRESIDENT

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

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

April 4, 2016

Lakewood City Council
Lakewood City Hall

Re: Appointing Brian Taubman to the Citizens Advisory Committee

Dear Members of Council,

At the March 21st meeting of Council I appointed Brain Taubman to serve on the Animal Safety and Welfare Advisory Board when it was my intention to appoint him to the Citizens Advisory Committee

This communication shall clarify and make official Mr. Taubman's appointment to the Citizens Advisory Committee. I appreciate Mr. Taubman for his willingness to serve the City in this role and expect that he will make helpful contributions to the important process carried out by the Committee.

Respectfully Submitted,

/s/ Sam O'Leary
President of Council - Ward 2
Committee of the Whole, Chair



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 4, 2016

Lakewood City Council
Lakewood, OH 44107

Re: Appointment to Lakewood Citizens Advisory Committee

Dear Members of Council:

It is my pleasure to appoint Kristine Pagsuyoin to the Citizens Advisory Committee. Ms. Pagsuyoin has been actively involved in Lakewood for many years, most notably as past president of the Lakewood Council of PTAs and as a volunteer for numerous non-profit organizations.

Please join me in thanking Ms. Pagsuyoin for her willingness to serve on this important committee.

Sincerely,

Daniel J. O'Malley
Councilmember, Ward 4



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April 4, 2016

Lakewood City Council
Lakewood, OH 44107

Re: Appointment to Lakewood Community Relations Advisory Commission

Dear Members of Council:

It is my pleasure to appoint Gabrielle Jackson, a resident of Ward 4, to the Lakewood Community Relations Advisory Council. Ms. Jackson is an active member of our community and involved in a number of charitable and civic causes. I know she will be a fine addition to this important group.

Please join me in thanking Ms. Jackson for her willingness to serve.

Sincerely,

Daniel J. O'Malley
Councilmember, Ward 4



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April 4, 2016

Lakewood City Council
Lakewood, OH 44107

Dear Colleagues,

As always Lakewood's administration looks to stay abreast of issues that concern the overall wellbeing of her residents. In an effort to educate the Administration and our community, a Bed Bug Work Group formed at the request of the Administration. "The purpose of the group is to bring together Lakewood municipal and community partners to deliberate on the issue of bedbugs and to determine productive and innovative strategies to address the issues and prevent further infestations." (see attached Bed Bug Work Group)

Council discussed the concern with bed bugs over the past few years. At the end of our last Council meeting, residents of Lakeshore Towers shared frustration with the lack of responsibility in the eradication of bed bugs in their building. It is now time to bring the Bed Bug Work Group together with Council to collaborate on how best to manage the issue of bed bugs in our community.

Sincerely,

Cindy Marx
Councilmember At-Large

Attachment

**City of Lakewood
Bedbug Work Group
2015-2016**

Purpose Statement: The purpose of this work group is to bring together Lakewood municipal and community partners to deliberate on the issue of bedbugs and to determine productive and innovative strategies to address the issues and prevent further infestations.

Ohio is experiencing a major resurgence of bed bugs. According to Orkin's 2014 survey, four large cities in Ohio are among the top 10 cities in the US for bed bugs: Columbus (3rd), Cleveland (5th), Cincinnati (7th) and Dayton (10th).

Objectives:

1) Referral Program

- a. Lakewood Alive Bedbug Referral Program
 - i. Lakewood Alive has worked collaboratively with the City of Lakewood to become the main referral source for our community to help assist with bedbug concerns.
 - ii. The Bedbug Referral Program is for Lakewood residents who have suspected or confirmed bedbug infestations.
 - 1. Goal of this effort is to create a model program that can be replicated in other cities and regions.
 - 2. The work group will focus attention on collecting quantitative data in Lakewood in order to provide a comprehensive proposal for further grant funds to support the community's efforts to address this issue.

2) Prevention & Education

- a. The work group through partnerships and collaborations will focus on developing a prevention education roll out plan and social awareness campaign.
 - i. Board of Health is available to conduct community education presentations as well as provide handouts.
 - ii. Lakewood Alive is available to meet with your organization or group to present the referral plan for the community.

3) Policies & Protocols

- a. The work group meets on a monthly basis to convene and discuss current local and national policies and protocols to address bedbugs in homes, rental properties, city departments, health care facilities, schools, public spaces, and nonprofit organizations.
- b. The work group will utilize existing policies and protocols to assist collaborative partners in the development of enhanced procedures and best practices to handle bedbug infestations and concerns in Lakewood.

4) State & Local Advocacy

- a. The work group will bring in key collaborative partners to the table to discuss state and local laws related to addressing and preventing bedbug concerns including but not limited to Ohio Landlord Tenant Law.
- b. The work group will meet with various state and local legislators to discuss concerns and work to help advocate for strong ordinances to help promote better prevention and treatment of bedbug related issues.



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DAN O'MALLEY, WARD 4

April 4, 2016

RE: Lead Safe Cuyahoga

Dear Colleagues,

On March 3, 2016, the New York Times published an article "Flint Is in the News, but Lead Poisoning is Even Worse in Cleveland". The health of the children in Lakewood is certainly a concern of our Human Service department. Most recent statistics from the County Board of Health indicate that 52 children in Lakewood had elevated levels of lead in their blood, not from water but from household paint.

Certainly with the age of our homes, it is likely that all homes in Lakewood at some time in their past history used paint with lead. The Federal government took action in the 70's to eliminate lead from gasoline and banned the use of lead in household paints. We must continue our efforts to eliminate the lead threat to children in our older houses. We must be thankful for Lakewood Alive's outreach in the community in educating owners and renters on the dangers of lead paint.

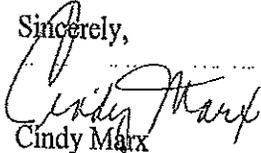
Lakewood works with the County Board of Health in its initiatives to eliminate lead paint from Lakewood homes. Both HUD and the Board of Health offer a grant that is available to homes in eligible communities, of which Lakewood is one, for free home repairs, up to \$8000, to eliminate lead paint from windows, doors, porches and the outside of the house for owners or renters with children 5 years or younger and are income qualified. (see attached flyer)

We must do our best to eliminate the danger of lead poisoning in our children. Our goal for elevated levels of lead in the blood of Lakewood's children must be zero. We can all do our part by educating our landlords and homeowners with young children of the impact of lead on the development of a child: learning disabilities and behavior problems.

Page 2
April 4, 2016

I request that the attached flyer be posted on the City's website. Funds are available on a first come first serve basis. Lakewood families can reach out to Lakewood Alive for assistance if needed.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Marx". The signature is written in black ink and is positioned above the printed name.

Cindy Marx
Councilmember At-Large

CUYAHOGA COUNTY BOARD OF HEALTH

Lead Safe Cuyahoga

Target Cities

Bratenahl
Brooklyn
Brooklyn Hts.
Brook Park
Cleveland Hts.
Cuyahoga Hts.
East Cleveland
Euclid
Fairview Park
Garfield Hts.
Lakewood
Linndale
Maple Hts.
Newburgh Hts.
Parma
Rocky River
Shaker Hts.
South Euclid
Warrensville Hts.

What? Free Home Repairs

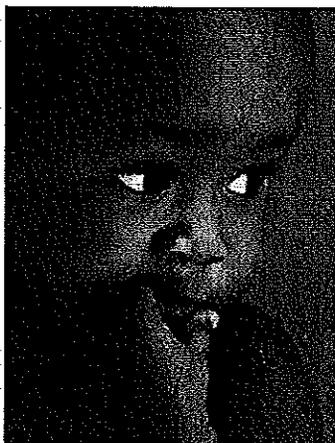
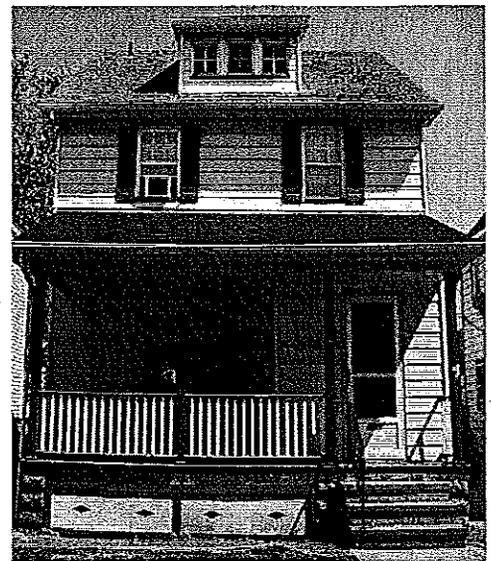
Who? Owners or Renters
in target cities with children
5 years of age or younger
and qualify by income

How Much? Up to \$8,000*

What may get fixed?
Windows, doors, porches
and the outside of the house

Call: 216-201-2000

*Landlords are required to pay a *minimum* of
\$500 towards the cost of repairs



Protect Your Child from Lead

Lead is a poison. When it gets into a child's body it can harm their brain and cause learning and behavior problems. Many homes built before 1978 may have paint that contains lead.

Testing: To have your child tested for lead, contact our clinic at:
216-201-2041



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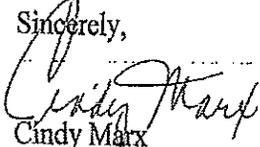
April 4, 2016

Dear Members of Council,

I appreciate Maureen Dostal's service on the Citizens Advisory Committee.

It is my pleasure to appoint Neil Patel to the Citizens Advisory Committee for the term beginning January 1, 2016 and ending December 31, 2016. I know that Neil will serve the Committee well.

Sincerely,


Cindy Marx
Councilmember At-Large



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

MICHAEL SUMMERS
MAYOR

March 30, 2016

Lakewood City Council Members

Re: Health and Wellness Foundation

Dear Members of Council,

The new master agreement governing the disposition of healthcare delivery in Lakewood requires our city government to take certain actions to establish a new community wellness foundation:

ARTICLE IV: Health and Wellness Foundation

4.1 Creation of New Foundation. Within twelve (12) months following the Effective Date, the City and LHA will (i) jointly agree upon a process for the creation of a new Ohio nonprofit corporation that is formed for the purpose of addressing community health and wellness needs in the City of Lakewood ("New Foundation"); (ii) develop New Foundation's governing documents; (iii) file articles of incorporation for New Foundation with the Ohio Secretary of State; (iv) select New Foundation's initial board; and (v) cause New Foundation to apply for federal tax-exempt status with the Internal Revenue Service.

This letter initiates our responsibilities. Prior to coming to you, I began my due diligence process with particular focus on: 1) looking at other conversion foundation processes followed and the experiences learned; 2) reviewing the types of non-profit tax organization options; 3) reviewing foundation governance structures and processes for creation of these structures; and 4) seeking recommendations about potential non-profit facilitators and/or advisors.

I would welcome the opportunity to explain to you what I have learned, which is by no means exhaustive or definitive, and to share my initial thoughts about how we move forward in compliance with the Master Agreement.

I ask that you refer this letter to the appropriate committee for further consideration.

Very truly yours,

Michael P. Summers



JOSEPH J. BENO, PE
DIRECTOR OF PUBLIC WORKS

MARK K. PAPKE, PE, CPESC
CITY ENGINEER

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING AND CONSTRUCTION
12650 DETROIT AVENUE • 44107 • (216) 529-6692

April 4, 2016

Lakewood City Council
Lakewood, Ohio

Re: Hilliard Road and Franklin Boulevard Traffic Signalization Project

Dear Members of Council,

Please find attached a resolution, if adopted, will authorize the Mayor to enter into an agreement with the Ohio Department of Transportation for upgrading the traffic signals and installing interconnected system along Hilliard Road and Franklin Boulevard.

Please refer to the appropriate committee for further review and discussion.

Respectfully,

Joe Beno, PE
Director of Public Works

RESOLUTION NO.

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, 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

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

LOCAL PUBLIC AGENCY
City of Lakewood

Director of Transportation

Mayor

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____



KEVIN M. BUTLER
DIRECTOR OF LAW

PAMELA L. ROESSNER
CHIEF PROSECUTOR

JENNIFER L. SWALLOW
CHIEF ASSISTANT
LAW DIRECTOR

ANDREW N. FLECK
ASSISTANT PROSECUTOR /
ASSISTANT LAW DIRECTOR

**LAW DEPARTMENT
OFFICE OF PROSECUTION**

12650 Detroit Avenue, Lakewood, Ohio 44107
(216) 529-6030 | Fax (216) 228-2514
www.onelakewood.com
law@lakewoodoh.net

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

April 4, 2016

Lakewood City Council
12650 Detroit Avenue
Lakewood, Ohio 44107

Re: Removal of city health director from demolition code

Dear Members of Council:

Attached please find an ordinance that, if adopted, would remove the director of the city's division of health from the list of officers required to approve the demolition of residential structures in the city. Since 2008 the health director is not a part of the city government, and thus this language is superfluous in the code.

I encourage your approval of the ordinance following deliberation in a committee of your choosing.

Very truly yours,

Kevin M. Butler

ORDINANCE NO.

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, 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-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