

ORDINANCE NO. 27-18

BY: Anderson, Bullock, Litteny,
Leary, Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the execution and delivery of an agreement by and between the City of Lakewood, Ohio, a municipal corporation and political subdivision in and of the State of Ohio (the "City"), and Carnegie Management and Development Corporation, an Ohio corporation ("Carnegie"), related to the development of City-owned property at the southeast corner of Detroit Avenue and Belle Avenue; and authorizing and approving related matters.

WHEREAS, after an extensive period of due diligence and public input, the City has engaged in a process for identifying an appropriate developer and development plan for the City-owned property at the southeast corner of Detroit Avenue and Belle Avenue, known as the Lakewood Hospital site, and following that process has identified Carnegie as the most appropriate partner for such development; and

WHEREAS, the City administration and Carnegie have arrived at a shared vision to invest in the development of the Lakewood Hospital site, to be known as "One Lakewood Place," in a way that is beneficial to the citizens of Lakewood, including by providing a mix of office, retail and residential space, structured parking, a multi-functional outdoor public space, and a rehabilitation of the historic Curtis Block building; and

WHEREAS, pursuant to the Constitution of the State of Ohio, the Ohio Revised Code and the Third 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; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments, in that the development agreement must become effective in order for the parties to take advantage of the 2018 construction season; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The City authorizes the execution and delivery of the non-binding term sheet recommended by and between the City and Carnegie in substantially the same form attached hereto as Exhibit 1 ("Term Sheet"), as approved by the Director of Law, related to the development of City-owned property at the Lakewood Hospital site.

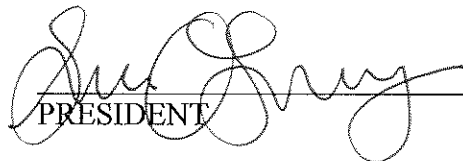
Section 2. The Mayor is hereby authorized and directed to execute the Term Sheet, and any and all among the Mayor, President of Council, Director of Finance, Director of Law and Director of Planning and Development are hereby authorized and directed to execute such other related and ancillary documents, including a development agreement, instruments of conveyance and those documents related to closing, and to take such other actions as are necessary and appropriate to give effect to the Term Sheet, the development agreement and any other related and ancillary documents; provided, however that the development agreement shall be delivered to Council prior to its execution by the Mayor in order for Council to hold at least one public hearing on its terms.

Section 3. All provisions of Chapters 111 and 155 of the Codified Ordinances, including but not limited to Sections 111.04 and 155.07, with respect to contracts for the purchase, sale or lease of City-owned property are deemed to have been met or superseded by this ordinance inasmuch as that chapter may apply to the real property transactions contemplated under the terms of the Term Sheet and subsequent development agreement.

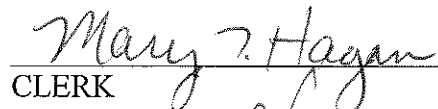
Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were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

Section 5. 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 two thirds of its members of Council this ordinance shall take effect and be in force immediately, or otherwise shall take effect and be in force after the earliest period allowed by law.

Adopted: May 7, 2018

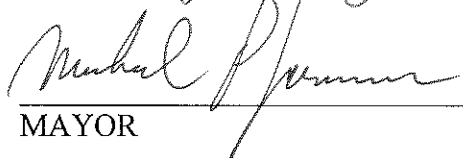


PRESIDENT



CLERK

Approved: May 8 2018



MAYOR

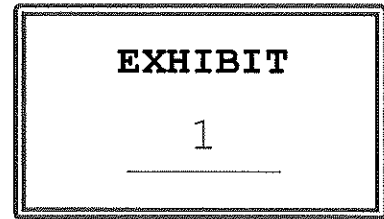
EXHIBIT 1

Recommended Term Sheet

(See following pages)

April 2, 2018

Carnegie Management and Development Corporation
27500 Detroit Road, Suite 300
Westlake, Ohio 44145
Attention: Mr. George J. Papandreas, E.V.P.



RE: Term Sheet for One Lakewood Place (the "Project")

Dear Mr. Papandreas:

This letter summarizes the material terms and conditions for a potential transaction between the City of Lakewood (the "City") and Carnegie Management and Development Corporation ("Developer") relating to the above-referenced Project. The terms and conditions under consideration are:

1. Project Description.

The Project will consist of a multi-story mixed use office/retail/residential development located on approximately 5.7 acres of City-owned real property bounded by Detroit Avenue, Belle Avenue and Marlowe Avenue in the City of Lakewood (the "Project Site"), as generally depicted on the site plan attached hereto as Exhibit A. Developer submitted the Project as part of the Request for Qualifications (RFQ) issued by the City on February 6, 2017, and as presented in response to the Request for Proposals (RFP) issued by the City on May 8, 2017.

The Project will include a mix of office, retail and residential space, structured parking, a multi-functional outdoor public space, and a rehabilitation of the historic Curtis Block building.

The Project will demonstrate high quality design and architecture; it will include a balanced and thoughtful mix of uses, incorporate economically feasible sustainable development practices, create a first class multi-functional outdoor community gathering space, and be supported by the Community Vision, the Development Objectives, and the Commercial Design Guidelines (copies of which are available at www.onelakewood.com/DowntownRFO).

2. Project Requirements.

- a. **Office and Retail Development Requirements.** The Project will include a mix of retail and office users. Except as otherwise provided in this letter, the Project will include a minimum of 100,000 square feet, combined, of office and retail space (the "Minimum Combined Commercial Development"), consisting of at least 35,000 square feet of office space and 25,000 square feet of retail space.

If Developer has committed to proceed with the Residential Component (defined below), Developer may convert up to 40,000 square feet of the

Minimum Combined Commercial Development to residential use in response to market conditions, provided Developer still meets the individual minimum requirements for office space and retail space set forth above.

Developer will submit a summary of anticipated retail tenant categories for the City's review, which tenant mix will be generally consistent with the product mix concept submitted by Developer in response to the RFP.

- b. **Residential Development Requirements.** The Project will include a minimum of the lesser of either (i) 140 residential units or (ii) 100,000 square feet (the "Residential Component"). The residential units will be (i) reflective of current and anticipated market conditions, (ii) respectful of and sensitive to the scale and character of the surrounding single family neighbors, and (iii) responsive to the changing dynamics of housing demand and availability within the City of Lakewood. Developer shall strive to include at least 15 "for sale" units or 15,000 square feet of "for sale" residential space, whichever is less.

If Developer elects to engage a partner in (or assign responsibility for) the Residential Component to a third party, such partner or assignee shall be subject to the City's approval, which approval will not be unreasonably withheld, conditioned or delayed.

- c. **Preservation of Curtis Block.** The Curtis Block building has been designated as an historic structure pursuant to Chapter 1134 of the City's Zoning Code. Developer's incorporation of the Curtis Block into the Project will include the following:
- i. Developer will secure a certificate of appropriateness for the exterior of the Curtis Block building from the Architectural Board of Review ("ABR") which confirms that proposed design plans for the building are in accordance with Chapter 1134.
 - ii. Developer will retain the building's key architectural features, and implement measures to preserve the existing form, integrity and materials of the building when economically feasible.
 - iii. Developer will collaborate with the City to jointly explore the highest and best use of the Curtis Block, including considering tenant and use options that support community initiatives, organizations, goals and/or programs.
- d. **Public Space/Improvements.** The Project shall include no less than .5 acres located at the corner of Detroit Avenue and Belle Avenue dedicated to public use (the "Public Plaza"). Ownership of the Public Plaza will be transferred to Developer in a manner more particularly described in the Development and Use Agreement (defined below). The

Public Plaza will be improved in a first class manner with quality materials in service of the objective of being a first class multi-functional community gathering space. Developer shall be responsible for maintaining and programming the Public Plaza consistent with Sections 3(b) and 7 of this letter.

- e. **Historical Significance.** The City and Developer acknowledge the historical significance of the Project Site to the Lakewood community. To the extent economically feasible, Developer shall make an effort to honor such history and incorporate it into the design and/or programming of the Project Site.
- f. **Parking Requirements.** On site, adjacent, and proximate parking is critical to the success of the Project. Parking requirements for the Project will be determined primarily by the final Project size and occupant mix and will be satisfied through (i) on-site structured parking owned by Developer and (ii) existing public parking/shared parking proximate to the Project. A portion of the parking spaces within the Project shall be made available for use by the public on terms similar to downtown municipal parking lots (e.g. first 30 minutes are free). For the avoidance of doubt, the “public” spaces shall be available to all downtown visitors and shall not be limited to patrons of the Project.

Developer has been advised that the City has certain parking obligations related to the Project Site under Section 2.2(b) and (c) of that certain Master Agreement among the City, Lakewood Hospital Association and the Cleveland Clinic Foundation, dated December 21, 2015. The City will continue to explore a mutually acceptable alternative approach to satisfying these obligations prior to execution of the Development and Use Agreement.

3. **Property Conveyance.**

- a. **Due Diligence Period.** Developer will have a period of nine months following the execution of a development, use and sale agreement mutually agreed upon by the City and Developer (the “Development and Use Agreement”), which period may be extended for an additional three-month period, provided Developer is working in good faith to determine the feasibility of the Project (the “Due Diligence Period”) in which to conduct, at Developer’s sole cost and expense, any inspections of the Project Site Developer deems necessary or desirable to confirm the feasibility of the Project and the condition of the Project Site, including, without limitation, physical inspections, environmental inspections, tests and surveys, soil borings, geotechnical testing, surveys and title searches. Developer will provide the City with copies of any such inspections and reports, regardless of whether Developer elects to proceed with the acquisition of the Project Site. Prior to the expiration of the Due Diligence

Period, Developer may elect to terminate the Development and Use Agreement in writing, for any reason, and upon such termination, Developer will have no further rights or obligations under the Development and Use Agreement except for provisions of the Development and Use Agreement that expressly survive termination.

- b. **Public Plaza.** In consideration of the transfer of the Public Plaza, the Development and Use Agreement will provide for: (i) City review and approval of the plans and specifications for the Public Plaza in accordance with its normal ABR and Planning Commission process; (ii) continuing Developer responsibility for maintaining the Public Plaza in a first class condition; (iii) continuing Developer responsibility for programming of the Public Plaza; and (iv) City access to and use of the Public Plaza for community events, the cost, terms, frequency and schedule for which is based on a mutually agreed number of days as will be more particularly addressed in the Development and Use Agreement.
- c. **Conditions to Closing.** If Developer does not elect to terminate the Development and Use Agreement as provided herein, the City will convey fee title to the Project Site to Developer via limited warranty deed. In consideration of (i) Developer's commitment to construct the Project in a first-class manner and in accordance with the Development Objectives, including the Public Plaza and other components described in this letter, (ii) inclusion of sustainability features, as more particularly described in Section 4(c) below, and (iii) the other economic benefits that are anticipated to be realized by the construction of the Project, and as part of the City's investment in the Project, the City will convey the Project Site to Developer for nominal consideration (the "Purchase Price").
 - i. **Conveyance of Project Site:** Conveyance of the Project Site (including the Residential Component) to Developer shall be subject to Developer demonstrating to the City's reasonable satisfaction that it has satisfied the following conditions:
 - (A) Developer has obtained executed commitment letters from one or more lenders sufficient for financing at least the construction of the Public Plaza, the office and retail components of the Project and the parking garage, together with confirmation from such lender(s) that they are prepared to close the financing;
 - (B) Developer and the City have commenced negotiating a mutually acceptable operations and maintenance plan for the Public Plaza;
 - (C) Developer, with assistance and support from the City, has obtained the necessary rezoning and any required lot splits or consolidations contemplated by Section 4(a) below;
 - (D) ABR and the Planning Commission have approved the plans and specifications for the Project as contemplated by Section 4(b) below; and
 - (E) such other customary closing conditions to be more particularly described in the Development and Use Agreement. If

the foregoing conditions to transfer of the Project Site are not satisfied within twelve (12) months after the expiration of the Due Diligence Period, the City shall have the option of terminating the Development and Use Agreement, and upon such termination, the parties will have no further rights or obligations under the Development and Use Agreement except for provisions of the Development and Use Agreement that expressly survive termination; provided, that Developer shall have the right to extend such period so long as Developer is diligently pursuing satisfaction of any remaining conditions.

- ii. **Reversion of the Residential Component:** The City shall retain a reversionary right in the Residential Component of the Project Site in the event the Developer fails to demonstrate (to the City's reasonable satisfaction, not to be unreasonably withheld) that it has fulfilled the following conditions: (A) within eighteen (18) months after conveyance of the Project Site, Developer has obtained executed commitment letters from one or more lenders sufficient for financing the construction of the Residential Component, together with confirmation from such lender(s) that they are prepared to close the financing; (B) within eighteen (18) months after conveyance of the Project Site, the City has approved the proposed partner or assignee (if other than Developer) for the Residential Component in accordance with the proposed requirements set forth in Section 2(b), if applicable; (C) by October 1, 2021, Developer shall have commenced re-grading of the Project Site in preparation for development; and (D) by April 1, 2022, Developer shall have commenced construction of the Residential Component as evidenced by commencing the pouring of the foundations for the Residential Component (all of the foregoing collectively referred to as the "Reversionary Conditions"). In the event of a failure of fulfilling any of the Reversionary Conditions, Developer shall convey fee ownership of the Residential Component to the City in a manner consistent with this Section 3(c)(ii) and otherwise mutually acceptable to the parties. If the City exercises its reversionary right described in this Section 3(c)(ii), (1) Developer shall reconvey the Residential Component of the Project Site to the City free and clear of all liens and other encumbrances, other than those liens and encumbrances that were in effect on the date the City conveyed the Project Site to Developer, and (2) Developer shall indemnify the City against any changes in the environmental condition of the Residential Component of the Project Site arising after the date of the City's original conveyance.

4. **Design and Construction Guidelines.** The Project will be constructed in accordance with the Commercial Design Guidelines and the Development Objectives. In addition, the Project will be constructed of high quality materials in accordance with the plans and specifications approved by the ABR and the Planning Commission. "High quality material" shall mean durable and authentic materials containing thoughtful detailing. The Project will reflect a "four-sided" design that is aesthetically pleasing from all building elevations. The Project will seamlessly integrate with the design, massing and materials of existing commercial buildings in Lakewood. In particular, Developer will cooperate with the City to arrive at a mutually acceptable and appropriate transitioning of the massing and height of south building(s) to integrate with the existing houses located on Belle Avenue and Marlowe Avenue, as determined by Developer, ABR and the Planning Commission.

In addition to the formal approvals described below, Developer will coordinate with the City Architect and Planning Director on all aspects of the Project, including, in particular, on the design of the public space. Developer will prepare and submit to the City for approval its plans for the exterior configuration, appearance, orientation, and permitted uses of the Project. The City will cooperate with Developer in obtaining all such approvals.

- a. **Rezoning/Lot Split and Consolidation.** In connection with the Project, the Project Site will need to be rezoned as a Planned Development, as more particularly described in Chapter 1156 of the Lakewood Zoning Code. The parties will work together to commence the rezoning process as soon as possible after the execution of the Development and Use Agreement. In light of Developer of obtaining a survey of the Project Site in connection with its due diligence, Developer also shall engage such surveyor to undertake a lot consolidation and any lot splits required by Developer for the development of the Project. If the rezoning process is delayed due to reasons outside of Developer's reasonable control, the City will agree to an extension of the Due Diligence Period sufficient to allow for the completion of the rezoning process.
- b. **ABR and Planning Commission Approvals.** The plans and specifications for the Project will be subject to review and approval by the ABR and the Planning Commission. Any material deviation from the final approved plans will be subject to City approval. These approvals (including the rezoning) are anticipated to require 6 - 10 months and are required to be complete prior to the transfer of the Project Site as described in Section 3(c).
- c. **Sustainability.** In addition to meeting the Development Objectives relating to sustainability, Developer in good faith will explore design options for the Project that prioritize renewable energy, alternative transportation and green infrastructure, which may include, to the extent economically feasible, the following elements:

- i. On-site renewable energy (examples may include installation of solar panels and/or geothermal energy systems) and/or a smart grid system with advanced energy metering; and
- ii. A car and/or bicycle share program, ample bicycle facilities, including dedicated, secure storage areas, and electric vehicle charging stations, or other alternative transportation options.

In the event that the aforementioned design options require additional studies, approvals or permits, Developer and the City agree to share associated costs, to the extent mutually agreeable.

In addition to the foregoing, Developer must comply with the requirements of Section 1339 of the municipal code, which address storm water management.

5. Timing Requirements.

- a. Developer anticipates commencing construction of the Project no later than three months after the expiration of the Due Diligence Period and anticipates completing construction of the entire Project not later than 48 months after the expiration of the Due Diligence Period, subject to “Uncontrollable Delays” (the definition for which shall include customary force majeure concepts, permit delays of no longer than 180 days and other mutually agreed upon permissible delays in the Development and Use Agreement), as evidenced by delivery of certificates of occupancy for each component of the Project.
- b. Notwithstanding the anticipated schedule reflected in Section 5(a) above, and subject to Uncontrollable Delays, in all events:
 - i. Developer shall complete construction of the office and retail components of the Project no later than December 31, 2022, as evidenced by a certificate of completion executed by Developer’s architect and evidence that such component of the Project has received all applicable City approvals necessary to obtain a certificate of occupancy upon completion of any tenant-specific work (“Substantial Completion - Commercial”);
 - ii. Developer shall complete construction of the Public Plaza and structured parking components of the Project no later than December 31, 2022, as evidenced by sufficient completion to make such components ready for public use (“Substantial Completion – Public Components”);
 - iii. Developer shall complete renovation of the Curtis Block building no later than December 31, 2021, to the point of Substantial Completion - Commercial; and

- iv. Developer shall complete construction of the Residential Component no later than December 31, 2023, as evidenced by (A) delivery of certificates of occupancy for the “for rent” portion of the Residential Component and (B) sufficient completion to permit the issuance of a certificate of occupancy upon installation of appliances and other finishes to be selected by the end purchaser (as applicable “Substantial Completion – Residential”). In the event that the Developer has not commenced construction of the Residential Component on or before an agreed upon outside date than the portion of the Project Site comprising the Residential Component may be re-conveyed to the City on the terms and subject to the conditions set forth in the Development and Use Agreement.
- c. Developer will submit a detailed timeline and master schedule for Project milestones for the City’s review within 60 days after execution of this letter, which timeline will be incorporated into the Development and Use Agreement. Such master schedule may be subject to amendment from time to time as development of the Project progresses, without the City’s approval, except where the outside commencement date or outside completion dates in Section 5(b) are changed, in which event the Developer shall seek approval of the City not to be unreasonably conditioned, withheld, or delayed.
- d. The parties agree to revisit the outside completion dates set forth in this Section 5(b) in the event the Development and Use Agreement is not executed by both parties by July 1, 2018.

6. Community Engagement and Reporting Requirements.

- a. Developer acknowledges that community engagement is a critical component of the Project and will cooperate with the City during the planning stages of the Project to gather and incorporate input from the Lakewood community and will specifically engage with property and business owners and organizations in the Downtown Lakewood district, as well as residents on residential streets surrounding the Project Site.
- b. Developer and the City will agree to a mutually acceptable schedule of status updates and meetings throughout the design and construction of the Project as well as a communication plan to be incorporated into the master schedule.

7. Maintenance and Programming.

Developer will maintain the Project in a first class manner, consistent with the operations and maintenance plan submitted in response to the RFP and other high quality mixed use developments in Northeast Ohio, including necessary

mulching, grass cutting, pruning, watering, etc., and will comply with an operations and maintenance plan for the Project to be mutually agreed upon by the City and Developer.

8. **Use Restrictions.** The Project will be subject to usual and customary use restrictions, including prohibitions against noxious uses, as set forth on Exhibit B attached hereto.
9. **Transfer Restrictions.** Developer will not convey any component of the Project to a third party for a period of three (3) years after such component achieves Substantial Completion – Commercial, Substantial Completion – Public Components or Substantial Completion – Residential, as applicable, without the City’s written approval, which approval will not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the restrictions set forth in this Section 9 include transfers of membership interests in Developer that would result in a “change of control” (the definition of which shall be mutually agreed upon in the Development and Use Agreement). Notwithstanding the foregoing, Developer shall be permitted to convey the Residential Component to a party approved by the City pursuant to Section 2(b) without the City’s consent; provided, however, following such transfer the restrictions set forth in this Section 9 shall apply to any further transfer of the Residential Component.
10. **Demolition and Hazardous Materials Abatement.** As soon as reasonably practicable following the execution of the Development and Use Agreement, the City will complete the hazardous material abatement and demolition work necessary to deliver the Project Site in a “Development and Pad Ready” condition in accordance with the specifications and by an outside delivery date to be agreed upon and attached to the Development and Use Agreement.
11. **Financing.**
 - a. Except as otherwise expressly provided herein, Developer will be solely responsible for funding development of the Project, whether through equity, conventional financing or otherwise.
 - b. The City will cooperate with and provide support to Developer in its efforts to identify and apply for additional available county, state and federal funding for the Project and will consider providing additional incentives related to securing long-term tenants and improving the economic viability of the Project.
12. **Bonds.** Developer will provide payment and performance bonds sufficient to ensure the completion of the Project in form and substance customary for projects similar to the Project.
13. **City Repurchase Right.** In addition to other remedies to be more particularly described in the Development and Use Agreement, if Developer defaults in its obligations under the Development and Use Agreement prior to completion of

construction of any component of the Project (as evidenced by a certificate of occupancy for such component) and fails to cure such default within any applicable notice or cure period, the City will have the option to repurchase the Project Site under terms and conditions to be mutually agreed upon in the Development and Use Agreement.

14. **MBE/FBE Goals.** Developer will use commercially reasonable efforts to meet the MBE and FBE goals mutually agreed upon by the City and Developer and included in the Development and Use Agreement.
15. **Building Trades.** Developer recognizes the value of including building trades in the Project and will make good faith efforts to work with the building trades in connection with the Project.
16. **Miscellaneous.**
 - a. The parties acknowledge and agree that the scope, components and tenant mix of the Project as currently contemplated may need to be adjusted based upon additional underwriting and analysis to be completed following the execution of this Term Sheet. The Project scope, components and tenant mix may be adjusted following the execution of this Term Sheet based upon such underwriting and analysis and the mutual determination of the City and Developer that the anticipated scope, certain components of the Project and/or the tenant mix may not be economically feasible as initially envisioned.
 - b. Other than any costs that the City agrees to share pursuant to Section 4(c) above, Developer shall be responsible for its legal fees, its due diligence costs, the costs for any studies or reports ordered by Developer and any permit or approval fees required in connection with the Project. The City shall be responsible for any costs the City agrees to share pursuant to Section 4(c), its legal fees, and its due diligence costs associated with the demolition and hazardous material abatement work contemplated by Section 10. Except as set forth above or in the Development and Use Agreement, the sharing of costs associated with the Project shall require the mutual agreement of the parties.
 - c. Developer will require that its general contractor and all subcontractors make all required local income tax payments due in connection with the construction of the Project.

Both parties acknowledge and agree that this letter is not a legally binding instrument and that additional material terms must be negotiated before a legally binding agreement is reached. The potential transaction reflected in this letter is specifically conditioned upon (i) the preparation, negotiation and execution of a mutually acceptable Development and Use Agreement, and (ii) the approval of Lakewood City Council of the Development and Use Agreement. Neither party hereto will have any obligation or liability to the other whatsoever at law or in equity

(including any claims for detrimental reliance, partial performance, good faith or promissory estoppel or other similar types of claims) unless and until such time as both parties will have executed and delivered a formal Development and Use Agreement. Notwithstanding anything herein to the contrary, this paragraph supersedes all other conflicting verbal understandings or agreements or language set forth in the herein. The parties acknowledge a desire to complete negotiation of a mutually acceptable Development and Use Agreement within 90 days after execution of this letter.

We look forward to your response.

Sincerely,

Mayor Michael P. Summers

AGREED AND ACCEPTED:

Carnegie Management and Development Corporation

By:


George J. Papandreas, Esq. R.A.,

4.2.18

Its: Executive Vice President and Project Executive

Exhibit A

Site Plan

[to be attached]

Exhibit B

Prohibited Uses

(a) An adult or pornographic bookshop, video store or movie theater (materials shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality);

(b) A strip club, massage parlor, "head shop" or other store selling drug paraphernalia, tattoo parlor, bingo hall, or off-track betting parlor; provided, however, the prohibition against massage parlors shall not be deemed to prohibit massage services by a doctor, chiropractor or by a nurse or massage services offered by a licensed massage therapist in connection with the operation of a nail salon, hair salon, day spa, barber shop, health club or health spa;

(c) A check-cashing or pawn shop;

(d) A State liquor or packaged beverage store, except incidental to a supermarket, restaurant, prepared food shop, or cafe; provided, however, a high-end wine store that includes ancillary liquor sales shall be permitted;

(e) A "second-hand" store whose principal business is selling used merchandise, thrift shop, "Salvation Army" or "Goodwill" type store, flea market or bazaar, except a high-end specialty re-sale shop is not prohibited;

(f) A funeral parlor;

(g) A business or use involving the sale of firearms;

(h) A business or use that creates strong, unusual or offensive odors, fumes, dust or vapors, except for restaurants with adequate venting and odor-control facilities, or creates unusual fire, explosives or other hazards;

(i) Off track betting club, internet sweepstakes cafes;

(j) Fast food restaurants;

(k) Manufacturing operation, factory, lumberyard, Industrial usage, except for use incidental to a retail operation, i.e. producing a small product on the premises for sale or to provide services on the premises to patrons of the location on the premises only, such as, but not limited to, eye glasses, dry cleaning and tailoring operations, provided such use does not cause noise or odors materially detectable outside the premises and is otherwise in compliance with the City's zoning code.

(l) Warehouse, processing or rendering plant;

(m) Establishment selling cars (new or used), trailers, mobile homes, motorcycles, motor vehicles, boats;