

**MINUTES**  
**BOARD OF BUILDING STANDARDS/  
ARCHITECTURAL BOARD OF REVIEW/SIGN REVIEW**  
**APRIL 14, 2016**  
**5:30 P.M.**  
**LAKWOOD CITY HALL**  
**COUNCIL CONFERENCE ROOM**

1. Roll Call

Amy Haney  
Daniel Musson\*  
David Robar, Chairman  
Cynthia Stockman

Jason Russell, Planning and Development  
Michael Molinski, City Architect  
Jennifer Swallow, Chief Assistant Law Director

A motion was made by Mr. Robar, seconded by Ms. Haney to **EXCUSE** the absence of Bryan Evans. All of the members voting yea, the motion passed.

\*Mr. Musson arrived for the meeting at approximately 5:45 p.m.

2. Approve the minutes of the March 10, 2016 meeting.

A motion was made by Mr. Robar, seconded by Ms. Stockman to **APPROVE** the minutes of the March 10, 2016 meeting. All of the members voting yea, the motion passed.

3. Opening Remarks

Mr. Russell read the Opening Remarks.

**Items 10 and 14 were Summary Approved at the pre-review meeting on April 7, 2016.**  
**Need a motion and a second for approval.**

**SUMMARY APPROVED  
SIGN REVIEW**

10. **Docket No. 04-44-16**

**17921 Detroit Avenue  
Lakewood Luxury Consignment**

- ( ) Approve
- ( ) Deny
- ( ) Defer

Emily Burke  
Lakewood Luxury Consignment  
17921 Detroit Avenue  
Lakewood, Ohio 44107

The applicant requests the review and approval of signage on awning and in window. (Page 49)

A motion was made by Mr. Robar, seconded by Ms. Stockman to **APPROVE** the Summary Approved. All of the members voting yea, the motion passed,

14. **Docket No. 04-48-16**

**17108 Detroit Avenue  
Saleh Salon**



- Deny
- Defer

1219 Gladys Avenue  
Lakewood, Ohio 44107

The applicant requests the review and approval of front porch railing restoration, pursuant to Article XIV, section 2 – right to appeal. (Page 5)

Ian Crane, property owner and applicant was present to explain the request for approval of a 5” variance in order to build a railing 29” in height; the code is 36”.

Mr. Robar thanked Mr. Crane for his submission.

Public comment was closed as there was no one to address the issue.

Mr. Russell echoed the board’s comment thanking the applicant for the historic restoration of the railing.

A motion was made by Mr. Robar, seconded by Ms. Stockman to **APPROVE** the application as submitted. All of the members voting yea, the motion passed.

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**SIGN REVIEW**

13. **Docket No. 04-47-16**

**14050 Madison Avenue  
Lakewood Periodontics**

- Approve
- Deny
- Defer

Clifford Thomas  
Lakewood Periodontics  
14050 Madison Avenue  
Lakewood, Ohio 44107

The applicant requests the review and approval of signage for a new business; monument, building wall and entrance overhang. (Page 61)

Marjorie Thomas, property owner was present to explain the request. As a result of the comments made at the pre-review meeting, a new design was presented to the board for its consideration. The cabinet would be a yellow color, the back of the sign and outside edges would be blue.

Mr. Robar stated that the background “LP” should be centered within the oval. It was confirmed that there would be no sign on the roof.

Mr. Russell said that administrative staff would work with the applicant to make the change and approve administratively.

A motion was made by Mr. Robar, seconded by Ms. Stockman to **APPROVE** the application **with the follow stipulations:**

- **the background “LP” on the sign is centered within the oval, and**
- **the change is approved administratively.**

All of the members voting yea, the motion passed.

11. **Docket No. 04-45-16**

**18117 Detroit Avenue  
Fred and Daisy’s Boutique**



( ) Defer

11005 Pearl Road, Suite 2  
Strongsville, Ohio 44136

The applicant requests the review and approval for exterior renovation of the first floor. (Page 15)

Frank Calabianchi, applicant was present to explain the request. The project would be done in two stages; the business would be first, and the bar business would be second. The knee wall area would have five-course brick with a stone sill, replacing the wood boxes.

Discussion ensued regarding with the proposed brick knee wall, and the various architectural elements to match or contrast the existing. The awnings would be black; the board thought three awnings would be the best option to help define the storefronts.

Public comment was closed as there was no one to address the issue.

Mr. Molinski said the project will make for a great storefront rehabilitation.

A motion was made by Mr. Robar, seconded by Mr. Musson to **APPROVE** the application **with the following stipulations:**

- the awning canvas is a darker color; the final color will be approved administratively,
- the awning system for the first stage will be comprised of 3 separate ones,
- use a clear coated anodized aluminum storefront system, and
- the knee wall will be real masonry material in a grey color; the color will be approved administratively.

All of the members voting yea, the motion passed.

Items 6 and 9 are called together as they are for the same property.

**ARCHITECTURAL BOARD OF REVIEW**

6.	<b>Docket No. 04-41-16 - B</b>	<b>C</b>	<b>14833-15009 Detroit Lakewood City Center</b>
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( ) Approve	Bradley T. Wick
( ) Deny	Phillips Edison + Company
( ) Defer	11501 Northlake Drive Cincinnati, Ohio 45249

The applicant requests the review and approval of new shopping center signage, pursuant to section 1329.09(c)(1) – maximum sign face area. (Page 11)

**SIGN REVIEW**

9.	<b>Docket No. 04-41-16 - S</b>	<b>14833-15009 Detroit Lakewood City Center</b>
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( ) Approve	Bradley T. Wick
( ) Deny	Phillips Edison + Company
( ) Defer	11501 Northlake Drive Cincinnati, Ohio 45249

The applicant requests the review and approval of sign proposal. (Page 11)

Bradley T. Wick, applicant was present to explain the request. Modifications to the original proposal were made as suggested by the board at the pre-review meeting.

The board members were not fond of lettering on the white Lexan material and thought routed lettering mounted on top of the Lexan to allow the white to show might work better. The circle signage was discussed; the yellow lettering was not liked. The need for a full metal panel was questioned.

Public comment was closed as there was no one to address the issue. Mr. Russell cited multiple concerns that needed careful consideration prior to approvals of the variance and signage.

A motion was made by Mr. Robar, seconded by Mr. Musson to **DEFER the application until the meeting of May 12, 2016**. All of the members voting yea, the motion passed.

12.	<b>Docket No. 04-46-16</b>	<b>12211 Madison Avenue Zero Time Mobile</b>
	<input type="checkbox"/> Approve <input type="checkbox"/> Deny <input type="checkbox"/> Defer	Ismail Awad Zero Time Mobile 12211 Madison Avenue Lakewood, Ohio 44107

The applicant requests the review and approval of non-illuminated signage. (Page 57)

Mr. Russell spoke with the applicant and requested a deferral until next month.

A motion was made by Mr. Robar, seconded by Ms. Stockman to **DEFER the application until the meeting of May 13, 2016**. All of the members voting yea, the motion passed.

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**COMMUNICATION**

15.	<b>Docket No. 04-49-16</b>	<b>Communication from Dru Siley, Director: Development Related to the Family Health Center located at 14601 Detroit Avenue</b>
	<input type="checkbox"/> Approve <input type="checkbox"/> Deny <input type="checkbox"/> Defer	Dru Siley, Director Department of Planning and Development 12650 Detroit Avenue Lakewood, Ohio 44107

Dru Siley will provide introduction to the site plan development of the Family Health Center. (Page 73)

Dru Siley, Director of Planning and Development was present to deliver the communication. There would be much discussion over the next several months regarding the project. The new 62,000 sf Family Health Center (“FHC”) would house a 24/7 emergency department. Joining Mr. Siley were members of the design team: Dr. Josh Miller, Vice President of the Family Health Center; Mike Zambo, Bostwick Design Partnership; Robert Bostwick, President of Bostwick Design Partnership; and Bryan Wahl, Bostwick Design Partnership (presentation made part of record). Each member provided details about the internal programming, site exposure, footprint within the current environment, pedestrian/patient traffic patterns, design of the individual medical facilities within FHC, and advancements within the medical system itself.

In response to the proposal, the board members agreed there should be an entrance on Detroit Avenue, expressed concern about the utility look of the front stairway, the loss of the pedestrian feel on Belle Avenue's drop-off location, add an art gallery or lighting to the third floor north elevation, and to consider that all building sides were primary and visible to the residential homes. Discussion continued about the parking garage.

Public comment was taken.

Concerns from the public were the need of an entrance of Detroit Avenue, ambulance traffic on St. Charles, and wrong way access on Belle Avenue for the drop-off area.

Mr. Russell thanked the design team for consideration of Lakewood's uniqueness. Mr. Molinski added to Mr. Russell's comments.

A motion was made by Mr. Robar, seconded by Mr. Musson to **RECEIVE and FILE** the communication. All of the members voting yea, the motion passed.

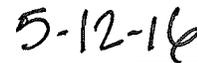
The Bostwick Design Team commented that the City of Lakewood's Planning and Development staff made the entire process a smooth one.

#### **ADJOURN**

A motion was made by Mr. Robar, seconded by Mr. Musson **ADJOURN** the meeting at 8:30 p.m. All of the members voting yea, the motion passed.



Signature



Date



Oath

*(You need not give an oath if you object. If you object to giving an oath, please notify the hearing officer or secretary before signing below.)*

I, the undersigned, hereby solemnly swear that the testimony I give at this proceeding will be the truth, the whole truth and nothing but the truth:

PRINT NAME:

SIGN NAME:

1. Chris Parvke
2. Michael Mowen
3. Tim Dunphy
4. BOB DOWDY
5. Ian Crane
6. Marjorie Thomas
7. Mary Hargrave
8. ERIC HUSTON
9. FRANK COLABRO
10. BRADLEY T. WICK
11. Drew S. Ray

1. [Signature]
2. [Signature]
3. [Signature]
4. [Signature]
5. [Signature]
6. Marjorie Thomas
7. [Signature]
8. [Signature]
9. [Signature]
10. Bradley T. Wick
11. [Signature]

Prepared by: The City of Lakewood Law Department, 12650 Detroit Ave., Lakewood, Ohio 44107

FOR CITY USE ONLY

Lakewood Administrative Procedure:  ABR/BBS  Citizens Advisory  Civil Svc.  Dangerous Dog  Income Tax Appeals  Loan Approval  Nuisance Abatement Appeals  Parking  Planning  Zoning Appeals  Other:

Date of Proceeding: Thursday, April 14, 2016



### Oath

*(You need not give an oath if you object. If you object to giving an oath, please notify the hearing officer or secretary before signing below.)*

I, the undersigned, hereby solemnly swear that the testimony I give at this proceeding will be the truth, the whole truth and nothing but the truth:

PRINT NAME:

SIGN NAME:

1. Wm Baker
2. Manuel Zambo
3. ROBERT L. BOSTWICK
4. BRYAN WAHL
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_

1. Wm Baker
2. Manuel Zambo
3. Robert L. Bostwick
4. Bryan Wahl
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_

Prepared by: The City of Lakewood Law Department, 12650 Detroit Ave., Lakewood, Ohio 44107

FOR CITY USE ONLY

Lakewood Administrative Procedure:  ABR/BBS  Citizens Advisory  Civil Svc.  Dangerous Dog  Income Tax Appeals  Loan Approval  Nuisance Abatement Appeals  Parking  Planning  Zoning Appeals  Other:

Date of Proceeding: Thursday, April 14, 2016



## Hilliard Theater Nuisance Appeal

April 14, 2016



## Hilliard Theater



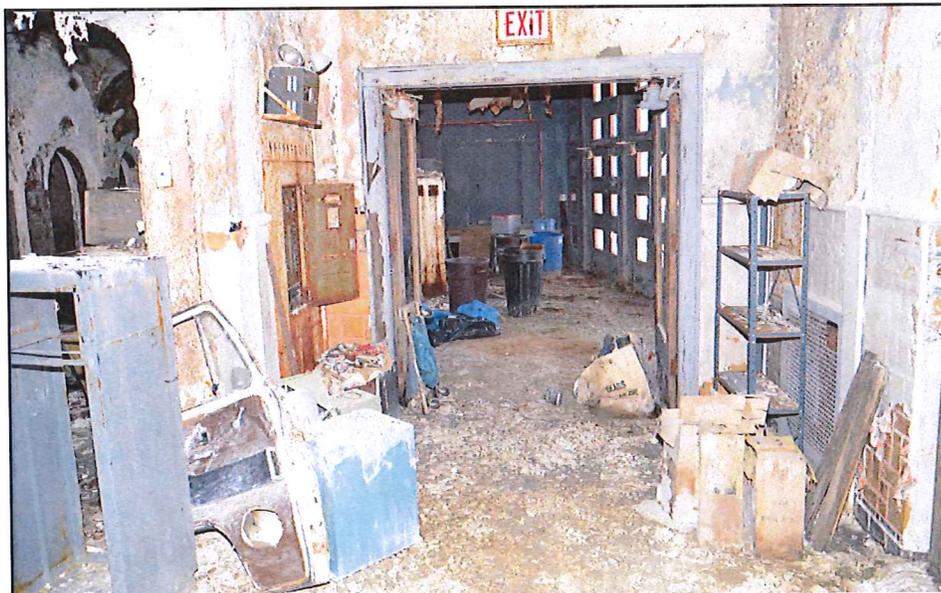
**Hilliard Theater**



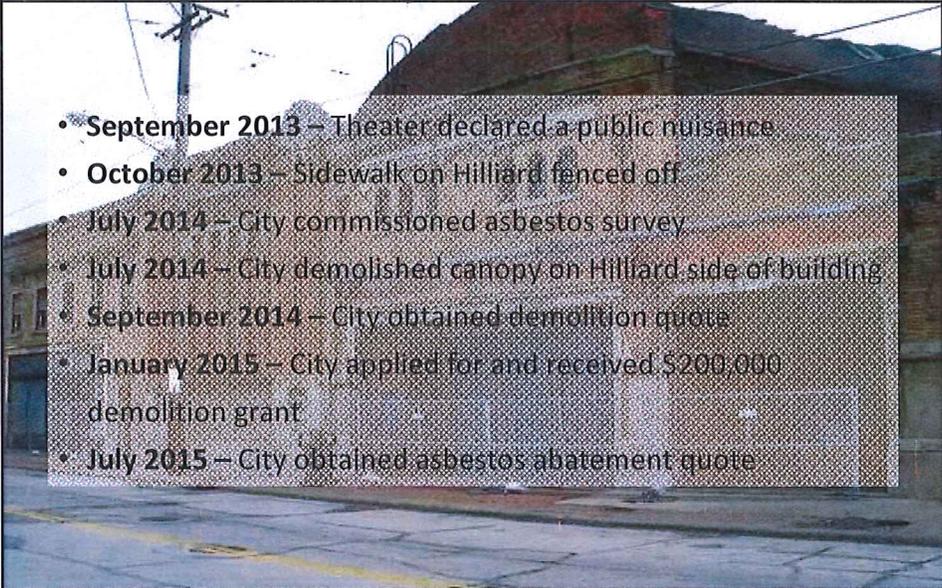
**Hilliard Theater**



**Hilliard Theater**



**Hilliard Theater**



- **September 2013** – Theater declared a public nuisance
- **October 2013** – Sidewalk on Hilliard fenced off
- **July 2014** – City commissioned asbestos survey
- **July 2014** – City demolished canopy on Hilliard side of building
- **September 2014** – City obtained demolition quote
- **January 2015** – City applied for and received \$200,000 demolition grant
- **July 2015** – City obtained asbestos abatement quote



**Timeline**



- **February 8, 2016** – Correction Notice Issued
- **March 18, 2016** – Theater declared a public nuisance again
- **March 25, 2016** – Property owner request appeal of second public nuisance



**Timeline**



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107

MAIN (216) 529-6270  
FAX (216) 529-5930

[housing.building@lakewoodoh.net](mailto:housing.building@lakewoodoh.net)  
[www.one.lakewood.com](http://www.one.lakewood.com)

1/29/2016

ROBERT DOBUSH  
16021 MADISON AVE APT 8  
LAKEWOOD, OH 44107

**RE: 16021 MADISON AVE**

Dear Sir/Madam:

Pursuant to Ordinance 68-97, Section 1306.49, you are hereby notified that a safety and maintenance inspection at the above captioned property will be made at **10:00am on 2/8/2016**.

The above inspection will include all exterior areas of the property.

Your presence or the presence of your authorized agent is requested but not required.

The personnel of the Building Department want to cooperate with you in keeping this city a fine place to reside. Your efforts in maintaining your property are appreciated. The enforcement of Lakewood's Housing Codes is critical to the future of our city, and our department is prepared to work with you.

If you have any questions concerning this matter or if this time is not convenient for you or your tenants, please do not hesitate to contact the undersigned at (216) 529-6293 (**24-hour voice-mail**).

Thank you for your anticipated cooperation.

Very truly yours,

**Christopher Parmelee**  
**Building Inspector**  
**(216) 529-6295**  
**Christopher.Parmelee@lakewoodoh.net**





DIVISION OF HOUSING AND BUILDING  
 12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107  
 (216) 529-6270 • FAX (216) 529-5930  
 www.onelakewood.com

# CORRECTION NOTICE



ROBERT DOBUSH  
 16021 MADISON AVE APT 8  
 LAKEWOOD, OH 44107

DATE: 2/16/2016  
 ZONING DISTRICT: C2  
 AUTHORIZED OCCUPANCY: BUSINESS  
 PRESENT OCCUPANCY: VACANT

RE: 16021 MADISON AVE

GARAGE PARKING SPACES AVAILABLE: OPEN  
 OPEN PARKING SPACES AVAILABLE: OPEN

DATE OF INSPECTION: 2/16/2016  
 TYPE OF INSPECTION: Exterior Inspection – CN16-013826

CONDITIONS ON DATE OF INSPECTION: Cloudy Snow  
 TEMPERATURE ON DATE OF INSPECTION: 22 °F

Dear Sir/Madam:

A recent inspection of the above noted property disclosed the following corrections are necessary for safe, sanitary, and proper maintenance standards as required by the Codified Ordinances of the City of Lakewood (Ord. 85-78).

The personnel of the Division of Housing and Building want to cooperate with you in keeping this city a fine place to reside. Efforts in maintaining this property are appreciated. The enforcement of Lakewood's Codes is critical to the future of the City and our department is prepared to work with you to make the following corrections.

If you have any questions on complying with the aforementioned correction(s), or if I may be of any assistance, do not hesitate to contact me. A re-inspection will occur on or about the above listed dates to verify compliance.

Property owners may qualify for financial assistance for major building corrections. Please contact the Division of Community Development at (216) 529-4663 for information about financial assistance.

This was a VISUAL INSPECTION. The city assumes no liability or responsibility for failure to report violations that may exist and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Correction Needed	Additional Information	Date to Comply
217. Maintain/provide doors/windows/screens (1306.25/29(d))	-MAINTAIN ENTRY DOORS THROUGHOUT -MAINTAIN GLASS IN WINDOWS, AND STOREFRONT GLASS	3/18/2016
220. Repair/Replace roof (1306.29(c))	-ROOF ENVELOPE, AND STRUCTURE HAS BEEN COMPROMISED. SIGNIFICANT DAMAGE, AND HOLES THROUGHOUT	3/18/2016



221. Maintain foundation/external walls (1306.29(a))	-EXTERIOR WALLS NEED TUCK POINTED THROUGHOUT -SANDSTONE SILLS ARE DETERIORATING AND NEED MAINTAINED -WINDOW FRAMES NEED MAINTAINED/REPAIRED THROUGHOUT	3/18/2016
222. Maintain chimney (1306.30(a))	-TUCK POINT	3/18/2016
223. Repair/replace driveway/service walk (1306.31)	-SERVICE WALK WEST SIDE OF BUILDING	3/18/2016
246. Provide materials that match and conform (1306.30(b)(2))	-ALL REPAIRS	3/18/2016

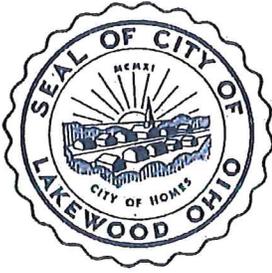
PER THE REQUIREMENT OF LAKEWOOD CODIFIED ORDINANCES, FAILURE TO COMPLY BY THE SPECIFIED DATES MAY RESULT IN THIS MATTER BEING REFERRED TO THE LAKEWOOD MUNICIPAL COURT POSSIBLY RESULTING IN FINES AND/OR PROSECUTION.

· Prior to the start of work, permits are required for electrical, plumbing, heating, air conditioning, building, fencing, paving, and/or demolition work.

Thank you for your anticipated cooperation.

**Christopher Parmelee**  
**Building Inspector**  
**(216) 529-6295**  
**Christopher.Parmelee@lakewoodoh.net**  
CC: Electronic File

JOE MEYERS  
JOSEPH.MEYERS@LAKEWOODOH.NET



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107

MAIN (216) 529-6270

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housing.building@lakewoodoh.net

www.onelakewood.com

March 18, 2016

ROBERT W. DOBUSH  
16021 MADISON AVE., APT # 8  
LAKEWOOD, OH 44107-5631

AND

ROBERT W. DOBUSH  
126 S. MAIN STREET  
WELLINGTON, OH 44090-1344

**YOU HAVE BEEN IDENTIFIED AS A POSSIBLE OWNER, LIENHOLDER OR INTERESTED PARTY IN THE PROPERTY KNOWN AS THE HILLIARD THEATER, 16009-21 MADISON AVENUE, 16600-02 HILLIARD ROAD, LAKEWOOD, OH 44107; PARCEL #313-14-007**

Per Sections 1306.521 and 1306.522 of the Lakewood Codified Ordinances, the building structure at this location has been **Declared a Public Nuisance**. Copies of the ordinances are enclosed for your review.

This letter serves as written notice of our **Intent to Repair or Demolish** under the above stated ordinances, and specifically pursuant to Lakewood Codified Ordinance 1306.522(f).

Due to repeated inspections of the property and/or court appearances, or whereby the owner failed, neglected, or refused to comply with previous correction notice(s), this structure has been deemed unsafe to occupy, is vacant, or constitutes a fire and/or safety hazard by reason of the fact that the structure is injurious to or a menace to the public health, safety or welfare; is structurally unsafe, unsanitary or not provided with adequate safe egress; in relation to existing use, is a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. More specifically, the roof structure is visibly compromised from the street view, the interior of the property is visibly dilapidated and water soaked from view of the sidewalk windows, the masonry exterior requires major tuck pointing and restoration, the sandstone window sills are falling apart and weathered, a number of windows are cracked and falling apart, the ceil-



ing is collapsing on the south side, the service walk on the west side is raising and crumbling.

Pursuant to Section 1306.522(d), and as previously stated in the Nuisance Declaration dated September 30, 2013, the undersigned continues to require that the residential apartments and commercial storefronts within the structure be vacated, and not be reoccupied or used, until the following specific repairs and improvements are completed, inspected, and approved by the undersigned Commissioner: the theater and arcade roof must be stabilized, and debris must be removed from the interior.

Under Section 1306.522(e)(1), the owner, agent or person in control of a public nuisance structure shall have a **Right to Appeal** this order to the Lakewood Board of Building Standards and Building Appeals **within ten (10) days of the service of this notice** and the Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal. Under Ohio Revised Code 119.13, a party or affected person may be represented by an attorney.

Contact this office at 12650 Detroit Ave., Lakewood, Ohio between the hours of 8AM-4:30PM, Monday through Friday, should you wish to file a written appeal.

Unless the public nuisance is brought into compliance by the manners outlined, the City may proceed with abatement, including demolition, no sooner than April 17, 2015.

Abatement of the nuisance structure can be achieved by correction of the violations to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code, and Ohio Administrative Code, including the Ohio Fire Code, or by demolition and removal of the public nuisance structure.

Should the owner not abate the nuisance within the required time, the Commissioner or designee may take the appropriate action to repair or remove the nuisance structure, including demolition. Costs of the abatement are the responsibility of the property owner(s) and will be collected by the City per the ordinance provisions.

**FAILURE TO ABATE THE NUISANCE PER THIS NOTICE COULD RESULT IN PROSECUTIVE ACTION OR OTHER PENALTY AS PROVIDED BY LAW.**

**Dru T. Siley**  
Assistant Director of Public Safety  
City of Lakewood

**Michael J. Molinski**  
Assistant Building Commissioner  
City of Lakewood

Attachments:

- Lakewood Codified Ordinances Sections 1306.521 and 1306.522
- Correction Notice dated February 16, 2016
- Fire Dept. Notice dated N/A
- Cuyahoga County Dist. Board of Health report dated N/A

CC: File Copy; Law Dept.; Planning & Development Dept.  
Cuyahoga County Fiscal Officer, 1219 Ontario Street, Cleveland, OH 44113  
Cuyahoga County Treasurer, 1219 Ontario Street, Cleveland, OH 44113 (certified mail)  
Ross Keller, Italian Creations, 16104 Hilliard Road, Lakewood, OH 44107 (certified mail)  
Carmen Trunkett, 4425 SW 2nd Ave., Cape Coral, FL 33914-5919 (certified mail)  
Gene Summa, 2715 W. Pleasant Valley, Cleveland, OH 44134-6503 (certified mail)  
Mary Dobush, 126 S. Main Street, Wellington, OH 44090-1344 (certified mail)



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September 30, 2013

ROBERT W. DOBUSH  
16021 MADISON AVE., APT # 8  
LAKEWOOD, OH 44107-5631

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Due to repeated inspections of the property and/or court appearances, or whereby the owner failed, neglected, or refused to comply with previous correction notice(s), this structure has been deemed unsafe to occupy, is vacant, or constitutes a fire and/or safety hazard by reason of the fact that the structure is injurious to or a menace to the public health, safety or welfare; is structurally unsafe, unsanitary or not provided with adequate safe egress; is a fire hazard; is otherwise dangerous to human life or injurious to the public; in relation to existing use, is a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment; and due to its advanced state of dilapidation, substantial fire damage or structural infirmity, the structure is an immediate hazard to human life or health. More specifically, the property is in a general state of disrepair and neglect. The theater is not habitable. Parapet and other stonework is in danger of falling from the building onto surrounding sidewalks. Numerous failures of the roof and supporting structure portend further degradation of the building. Roofing material has and will continue to become dislodged and sent airborne to surrounding properties. The open nature of the theater structure and accumulation of organic debris create conditions favorable to propagation of noxious microorganisms. Airborne release of this and other potentially toxic material contained within



the structure pose a health risk to the surrounding area. See the enclosed correction notices for support of these findings.

Pursuant to Section 1306.522(d), the undersigned require that the residential apartments and commercial storefronts within the structure be vacated, and not be reoccupied or used, until the following specific repairs and improvements are completed, inspected, and approved by the undersigned Commissioner: the theater and arcade roof must be stabilized, and debris must be removed from the interior.

Under Section 1306.522(e)(1), the owner, agent or person in control of a public nuisance structure shall have a **Right to Appeal** this order to the Lakewood Board of Building Standards and Building Appeals **within ten (10) days of the service of this notice** and the Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal. Under Ohio Revised Code 119.13, a party or affected person may be represented by an attorney.

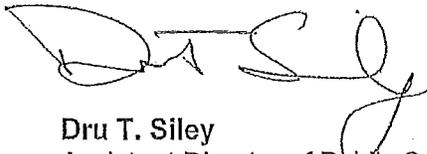
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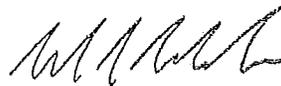
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Should the owner not abate the nuisance within the required time, the Commissioner or designee may take the appropriate action to repair or remove the nuisance structure, including demolition. Costs of the abatement are the responsibility of the property owner(s) and will be collected by the City per the ordinance provisions.

**FAILURE TO ABATE THE NUISANCE PER THIS NOTICE COULD RESULT IN PROSECUTIVE ACTION OR OTHER PENALTY AS PROVIDED BY LAW.**



**Dru T. Siley**  
Assistant Director of Public Safety  
City of Lakewood



**Michael J. Molinski**  
Assistant Building Commissioner  
City of Lakewood

Attachments:

- Lakewood Codified Ordinances Sections 1306.521 and 1306.522
- Correction Notice dated September 26, 2013
- Fire Dept. Notice dated September 25, 2013
- Cuyahoga County Dist. Board of Health report dated N/A

CC: File Copy; Law Dept.; Planning & Development Dept.  
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Mary Dobush, 126 S. Main Street, Wellington, OH 44090-1344 (certified mail)  
James Wood or Victoria Wright or Tenant, 16021 Madison Ave. Apt. 2, Lakewood, OH  
44107 (certified mail)  
Ryan Fernandez or Tenant, 16021 Madison Ave. Apt. 4, Lakewood, OH 44107 (certified  
mail)  
Mike Hudak or Tenant, 16021 Madison Ave. Apt. 5, Lakewood, OH 44107 (certified mail)  
Jeff Morin or Tenant, 16021 Madison Ave. Apt. 6, Lakewood, OH 44107 (certified mail)

**1306.521 PUBLIC NUISANCE BUILDINGS AND STRUCTURES; REPAIR OR DEMOLITION THEREOF.**

(a) Public Nuisance Structures Defined. For the purposes of this Building Code "public nuisance structures" are hereby defined as those buildings or structures that are any of the following:

- (1) Injurious to or a menace to the public health, safety or welfare;
- (2) Structurally unsafe, unsanitary or not provided with adequate safe egress;
- (3) A fire hazard;
- (4) Vacant and open to public entry;
- (5) Otherwise dangerous to human life or injurious to the public; or
- (6) In relation to existing use, a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(b) Unsafe Structures.

(1) For the purposes of this Building Code those buildings or structures that meet the definition of public nuisance structures are declared to be "unsafe structures" as well.

(2) All unsafe structures or conditions as defined in other parts of the code are likewise declared to be public nuisance structures under this code section.

(c) Per Se Public Nuisance Structures. Vacant and unsafe structures in which utility services have not been shut off are declared to be a public nuisance because of the risk of harm from explosion, accidental fire or flooding.

**1306.522 DECLARATION OF PUBLIC NUISANCE; REPAIR OR DEMOLITION OF UNSAFE STRUCTURES AND EXTERIOR PROPERTY NUISANCES; VIOLATIONS AND REMEDIAL NOTICES; APPEALS PROCESS; COST RECOVERY.**

(a) Declaration of Public Nuisance. All public nuisance structures are declared to be public nuisances. The public nuisance shall be abated by correction of the violations to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or by demolition.

(b) Examination and Condemnation.

(1) The Building Commissioner, Assistant Building Commissioner or his or her designee (for the purposes of this section, the "Commissioner") is authorized to examine or cause to be examined every building or other structure reported to be unsafe or damaged or injurious to or a menace to the public, and shall make a written record of the examination.

(2) The Commissioner may designate as a public nuisance structure any structures or conditions, or any portion thereof, found to be unsafe under the criteria established in Section 1306.521.

(3) The Commissioner may also declare that a public nuisance structure which, due to its advanced state of dilapidation, substantial fire damage or structural infirmity, is an immediate hazard to human life or health, may only be abated by immediate repair and rehabilitation to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code, and Ohio Administrative Code, including the Ohio Fire Code, or by demolition.

(4) Whenever the Commissioner finds a vacant structure open to entry at doors, windows or other points accessible to the general public, the Commissioner may cause the structure to be secured at those points of entry. The Commissioner shall be authorized at any time to enter the premises to secure the structure in order to lessen the severity of the

public nuisance. In securing the structure, the Commissioner may call any department, division or bureau of the City for whatever assistance may be necessary, or may, by private contract, secure such structure, and may notify any public utility to shut off service to the property.

(c) Notice of Violation.

(1) Whenever the Commissioner finds a building, structure or a portion thereof to be unsafe, and determines it or the property on which it is located to be a public nuisance structure, the Commissioner shall forward by certified mail to the owner, agent or person in control of the public nuisance structure and to any mortgagee of record a written notice of violation stating the defects in the building or structure. The notice of violation shall require the owner to abate the nuisance condition of the public nuisance structure by correction of the violations and defects to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or by demolition and removal of the public nuisance structure or a portion thereof within a stated time. The notice also shall state that if the nuisance is not abated within the required time, the Commissioner may take appropriate action to repair, remove or otherwise abate the public nuisance structure, and that the owner, agent or person in control shall be responsible for the costs. The handing of the violation notice to the owner, agent or person in control of the public nuisance structure or a portion thereof shall be deemed actual notice, and is legal and valid service, and no other form of service is necessary.

(2) If the person to whom the notice and order is addressed is not found after a reasonable and diligent search, then the notice and order shall be sent by certified mail to his tax mailing address, if available, as indicated on the County tax duplicate, and a copy of the notice shall be posted in a conspicuous place on the premises to which it relates. The mailing and posting shall be deemed legal service of the notice.

(3) An owner, agent or person in control of the public nuisance structure, a mortgagee of record, or a lien-holder of record who has received a notice of violation or a notice to make corrections to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or to demolish and remove, as provided for in this section, shall inform prospective purchasers, vendees, grantees, assignees, lessees, or land contractees of the notice of violation or the notice to make corrections, or to demolish and remove. No person shall transfer to a vendee, grantee, assignee, lessee, land contractee or any other transferee any interest in a public nuisance structure after receiving a notice of violation to make corrections, or to demolish and remove the same, without first providing the transferee with a copy of the notice.

(4) No person, agent, firm or corporation shall sell, by land contract or otherwise, any interest in any public nuisance structure without furnishing the buyer, prior to the sale, a copy of any outstanding notice or order from the City, including any notice of violation or any outstanding notice to make corrections to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or any outstanding notice to demolish and remove. No buyer or grantee, by land contract or otherwise, shall obtain any interest in any public nuisance structure without obtaining from the seller, prior to sale, the documents described above.

(5) No person, agent, firm or corporation acting in the capacity of an escrow agent in any real estate transaction involving the sale of a public nuisance structure in the City, shall disburse any funds unless the provisions of this section have been met.

(6) Any buyer or grantee, by land contract or otherwise, of a public nuisance structure, shall begin at the date of transfer to comply with any notice or order obtained or to be obtained under this paragraph and, within ten (10) days of the date of transfer, shall notify the Commissioner, in writing, of the actions that will be taken to comply. The Commissioner may then establish a reasonable time to comply.

(d) Vacating Buildings and Prohibiting Use. The Commissioner may also require in the notice issued under subsection (c)(1) of this section

that the public nuisance structure or a portion thereof be vacated, not be reoccupied, or used until the specified repairs and improvements are completed, inspected, and approved by the Commissioner.

The Commissioner may cause to be posted at each entrance to the public nuisance structure a notice as follows:

**"THIS STRUCTURE IS IN A DANGEROUS CONDITION AND HAS BEEN CONDEMNED AND ITS USE HAS BEEN PROHIBITED BY THE BUILDING COMMISSIONER"**

The notice shall remain posted until the required corrections are made, or until demolition is completed. No person shall remove the notice without written permission of the Commissioner, nor shall any person use or enter the public nuisance structure, except for the purpose of making the required corrections, or effectively boarding, or demolishing the public nuisance structure.

(e) Right to Appeal.

(1) Board of Building Standards and Building Appeals.

A. The owner, agent or person in control of a public nuisance structure shall have a right to appeal to the Board of Building Standards and Building Appeals from the notice and decision of the Commissioner as provided in this section within ten (10) days of the service of the Commissioner's notice.

B. The Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal.

C. In any such appeal, the City must show by preponderance of the evidence the existence of the condition or defects that are noted in the Commissioner's notice.

D. The Board of Building Standards and Building Appeals, upon hearing all the facts and evidence, shall make a determination as to whether the City has met its burden to show the existence of the condition or defects in the Commissioner's notice.

E. If the Board of Building Standards and Building Appeals makes a determination that the City has met its burden, then the decision of the Board shall become a final order.

F. The Board shall publish its decision and serve notice by certified mail to the owner, agent or person in control of the public nuisance structure or portion thereof and to any mortgagee of record.

G. Any notice served by the Commissioner shall automatically become a final order if a written notice of appeal before the Board is not filed in the office of the Board within the time set forth above.

(2) Appeal to court of competent jurisdiction. Notwithstanding any provisions contained herein, the owner or person in control of the structure shall have the right to appeal the decision and order of the Board to a court of competent jurisdiction. In the absence of an appeal, all actions taken shall constitute a valid exercise of the police powers of the City of Lakewood.

(f) Noncompliance with Notice.

(1) Commissioner authorized to abate, demolish, remove. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, the Commissioner may take appropriate action to abate, demolish or remove the public nuisance structure or portion thereof or to abate or remove any condition constituting the nuisance.

(2) Action by Director of Law. The Commissioner may advise the Director of Law of the facts in the case, who may institute appropriate action in court to cause correction of the violations and defects, or demolition and removal, or effective boarding of the building or structure pending rehabilitation.

(3) Rehabilitation permits not a bar to Commissioner's action to abate. The securing of rehabilitation permits for the building or structure shall not in and of itself bar the Commissioner from taking action to abate the nuisance.

(4) Failure to comply with notice. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, or to remove or abate any other condition that is defined as a nuisance under this section, the Commissioner may take appropriate action to take repair or maintenance measures or cause utility services to be shut off or to otherwise abate the public nuisance. The Commissioner shall specifically state in writing the findings with respect to the public nuisance structure, and shall determine whether to perform repair or maintenance based on factors which may include the following: the distance of the structure from neighboring structures, the type of structure, the extent of deterioration, the likelihood of vandalism or arson, the economic likelihood of eventual complete rehabilitation of the structure, and the cost of repair or maintenance.

(5) Notice of intent to demolish. The Commissioner shall give written notice informing the owner, agent or person in control of the public nuisance structure or a portion thereof, as well as any mortgagee and lienholder of record, of the City's intention to demolish and remove the unsafe building or structure at least thirty (30) days before the intended action by the City. The notice may be effective concurrently with the violation notice.

(g) Costs.

(1) Any and all expenses or costs incurred under this section for the removal, repair, alteration, securing or boarding of a public nuisance structure or for abating any other nuisance identified under this section shall be paid by the owner of such building or structure, except when such expenses or costs are incurred with respect to a government or school building owned by a governmental entity or political subdivision and are funded by federal money.

(2) Whenever an inspection is made after the compliance date stated on a Commissioner's notice issued under this section, or after a compliance date established by a court of competent jurisdiction, which inspection is made to determine whether the violation has been remedied and the violation has not been remedied, or whenever an additional permit is obtained for work previously permitted and the original permit has expired or was appropriately voided, a fee of one hundred dollars (\$100.00) shall be charged for each inspection, except that this fee shall not apply to owner-occupied one- and two-family dwelling structures.

(3) If within thirty (30) days from the date the Commissioner sends a statement of charges and costs incurred hereunder, the owner fails to pay for the costs of removal, repair, alteration, securing or boarding or of inspections of violations that have not been remedied, the Commissioner may certify the amount to the City including collection agency fees. The City may make written return to the County Auditor of the action under this section with a statement of the charges for services, the amount paid for the performing of labor and a proper description of premises. Certification to the County Auditor is for the purpose of making expenses and costs a lien upon the lands, to be collected as other taxes and returned to the City of Lakewood.

(4) Notwithstanding the method of collection set forth in this subsection, the Director of Law may take any action necessary to collect the costs of demolition, boarding or other nuisance abatement from the owner or other responsible party.



12650 Detroit Avenue • 44107

# CORRECTION NOTICE

Building Commissioner: (216) 529-6270  
Commercial Division: (216) 529-6278  
Housing Division: (216) 529-6285  
Fax: (216) 529-5930  
www.onelakewood.com

ROBERT DOBUSH  
16021 MADISON AVE STE 8  
LAKEWOOD, OH 44107

DATE: 9/26/2013  
ZONING DISTRICT: C2  
TYPE OF STRUCTURE:  
AUTHORIZED OCCUPANCY:  
PRESENT OCCUPANCY:  
GARAGE PARKING SPACES AVAILABLE:  
OPEN PARKING SPACES AVAILABLE:

RE: 16009 MADISON AVE

DATE OF INSPECTION: 9/17/2013  
TYPE OF INSPECTION: Complaint – CN13-006309

CONDITIONS ON DATE OF INSPECTION:  
TEMPERATURE ON DATE OF INSPECTION: °F

Dear Sir/Madam:

A recent inspection of the above noted property disclosed the following corrections are necessary for safe, sanitary, and proper maintenance standards as required by the Codified Ordinances of the City of Lakewood (Ord. 85-78).

The personnel of the Division of Housing and Building want to cooperate with you in keeping this city a fine place to reside. Efforts in maintaining this property are appreciated. The enforcement of Lakewood's Codes is critical to the future of the City and our department is prepared to work with you to make the following corrections.

If you have any questions on complying with the aforementioned correction(s), or if I may be of any assistance, do not hesitate to contact me. A re-inspection will occur on or about the above listed dates to verify compliance.

Property owners may qualify for financial assistance for major building corrections. Please contact the Division of Community Development at (216) 529-4663 for information about financial assistance.

This was a VISUAL INSPECTION. The city assumes no liability or responsibility for failure to report violations that may exist and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Correction Needed	Additional Information	Date to Comply
503. Provide/maintain approved heating facilities (1306.18/19)	Replace boiler access cover. Provide approved repairs to all boiler lines under storefronts.	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	16019 Madison, Sink and bsmt. water closet	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	16019, Bsmt	10/17/2013

310. Provide covers to all junction boxes (NEC 314.28(C))	16015 Madison, Bsmt.	10/17/2013
118. Repair plaster (1306.29(k))	16013 Madison, ceiling	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	16011 Madison, sink	10/17/2013
309. Seal unused openings in all boxes/panels (NEC 110.12(A))	16011, Bsmt	10/17/2013
310. Provide covers to all junction boxes (NEC 314.28(C))	16011, Bsmt	10/17/2013
317. Secure elec. equipment to surface (NEC 110.13(A))	2nd floor Apt. hall light	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 4 screens	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 4 tub faucet	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt. 3 closer, lockset	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 3 screens	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 3 bath ceiling	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 3, bath room.	10/17/2013
305. Replace broken/missing switch/receptacle covers (NEC 406.5/404.9(A))	Apt. 3 kitchen	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt 2, closer and self latch.	10/17/2013
301. Provide approved installation of elec. conductors (NEC 300.4)	Apt. 2, closet light.	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 2, bath screen.	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt 2, Secure vanity and caulk top at wall.	10/17/2013
118. Repair plaster (1306.29(k))	Apt 2, bath walls and under sink.	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	Apt. 1, Broken fuse in panel.	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Laundry	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Laundry tray faucet.	10/17/2013
303. Eliminate extension cord used as permanent wiring (NEC 400.8)	Laundry	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 5	10/17/2013

412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 5 bath room	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 5	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 5 kitchen	10/17/2013
119. Maintain walls/floors/ceiling structurally sound (1306.29(a))	Apt. 5, Kitchen	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 6, Kitchen	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 6, screens.	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt. 7, closer	10/17/2013
402. Cap unused gas line terminal(s). (G2415.12)	Apt. 7	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 7, bath faucet	10/17/2013
305. Replace broken/missing switch/receptacle covers (NEC 406.5/404.9(A))	Apt. 7	10/17/2013
307. Maintain receptacles/switches/fixtures (1306.22)	Apt.7	10/17/2013
118. Repair plaster (1306.29(k))	Apt. stairwell to arcade.	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	Meter room panel cover	10/17/2013
119. Maintain walls/floors/ceiling structurally sound (1306.29(a))	Theater and 16202 Hilliard apartment.	10/17/2013
220. Repair/Replace roof (1306.29(c))	Structural repairs to theater and arcade. Plans and permit required.	10/17/2013
122. Remove debris from interior (1306.29(k))	Theater, arcade	10/17/2013
998. "THE OCCUPANCY OF THIS STRUCTURE CREATES A RISK OF IMMINENT HARM AND HAS BEEN VACATED. ITS OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING COMMISSIONER" (1306.74)	Theater, arcade, all apartments not currently occupied. The storefronts are permitted for Business Use, and can not be utilized as a Storage Use.	10/17/2013
212. Provide/maintain gutters/downspouts (1306.29(c))	West	10/17/2013
227. Paint exterior surfaces where weathered/peeling (1306.30(c))	West doors, gutter and downspouts.	10/17/2013

221. Maintain foundation/exterior walls (1306.29(a))	Tuck point all areas of missing mortar on exterior walls.	10/17/2013
506. Seal flue pipe at chimney (M 1801.3.2)	Boiler	10/17/2013

PER THE REQUIREMENT OF LAKEWOOD CODIFIED ORDINANCES, FAILURE TO COMPLY BY THE SPECIFIED DATES MAY RESULT IN THIS MATTER BEING REFERRED TO THE LAKEWOOD MUNICIPAL COURT POSSIBLY RESULTING IN FINES AND/OR PROSECUTION.

Prior to the start of work, permits are required for electrical, plumbing, heating, air conditioning, building, fencing, paving, and/or demolition work.

Thank you for your anticipated cooperation.

**David A. Kulcsar**  
**Building Inspector**  
**Phone: (216) 529-6689**  
**E-Mail Address: [David.Kulcsar@lakewoodoh.net](mailto:David.Kulcsar@lakewoodoh.net)**  
**CC:**



SCOTT K. GILMAN  
FIRE CHIEF

Lakewood Fire Department • 14601 Madison Avenue • Lakewood, Ohio 44107  
Fire Chief 216-529-6658 • Fire Marshal Tim Dunphy 216-529-6660 • Fire Inspector Mike Matwijiw 216-529-6665  
Administrative Office 216-529-6656 Fax 216-226-9963 • www.onelakewood.com

September 25, 2013  
Mr. Robert Dobush  
16021 Madison Avenue  
Lakewood, Ohio 44107

Robert,

On September 17, 2013 a fire safety inspection was conducted at the following locations listed: 16011, 16013, 16015, 16019, 16021 Madison Avenue, 16200, 16202 Hilliard. At that time the following items that need correction were noted.

1. **16200 Hilliard Theater, 16202 store front and apartment:** This structure shall be considered an unsafe structure. 1301-7-7-01(J) (1) 110.1
2. **All locations listed above:** Remove all electrical extension cords being used as permanent wiring. OFC 1301-7-7-06 (E)605- (5) 605.5
3. **All Locations listed above:** Repair all fire separations throughout the entire facility. 1301-7-7-07 (C) (1) 703.1
4. **16021 Madison:** All apartment doors must be capable of opening fully and fully closing automatically 1301-7-7- 07 (C) (2)(c) 703.2.3
5. **16021 Madison:** Remove all combustible storage from all of the vacant apartments. 1301-7-7-03 (O) 315
6. **16011, 16013, 16015, 16019 Madison Avenue:** Remove all miscellaneous combustible storage 1301-7-7-03 (O) 315
7. **16011, 16013, 16015, 16019 Madison Avenue:** Fire extinguishers shall be test and or replaced on all floors. 1301-7-7-09 (F) (2) 906.2
8. **16011, 16013, 16015, 16019 Madison Avenue:** Install exit signs were required 1301-7-7-10 (K)[B] (1)1011.1
9. **16011, 16013, 16015, 16019 Madison Avenue:** All suits shall be equipped with proper smoke detectors and CO detectors. Lakewood Codified Ordinance LCO 1331
10. **16011, 16013, 16015, 16019 Madison Avenue:** All emergency lights shall be made operable throughout the facility 1301-7-7-10 (F) [B] (1)1006.1

All work shall be completed prior to October 17, 2013. If you have any questions please call me at 216-529-6660. This was a visual inspection. The City assumes no liability or responsibility for failure to report violations that may exist, and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Timothy P. Dunphy  
Fire Marshal

Cc: Dru Siley  
Michael Molinski  
David Kulscar

16200-16202 Hilliard Road  
Images taken September 2013



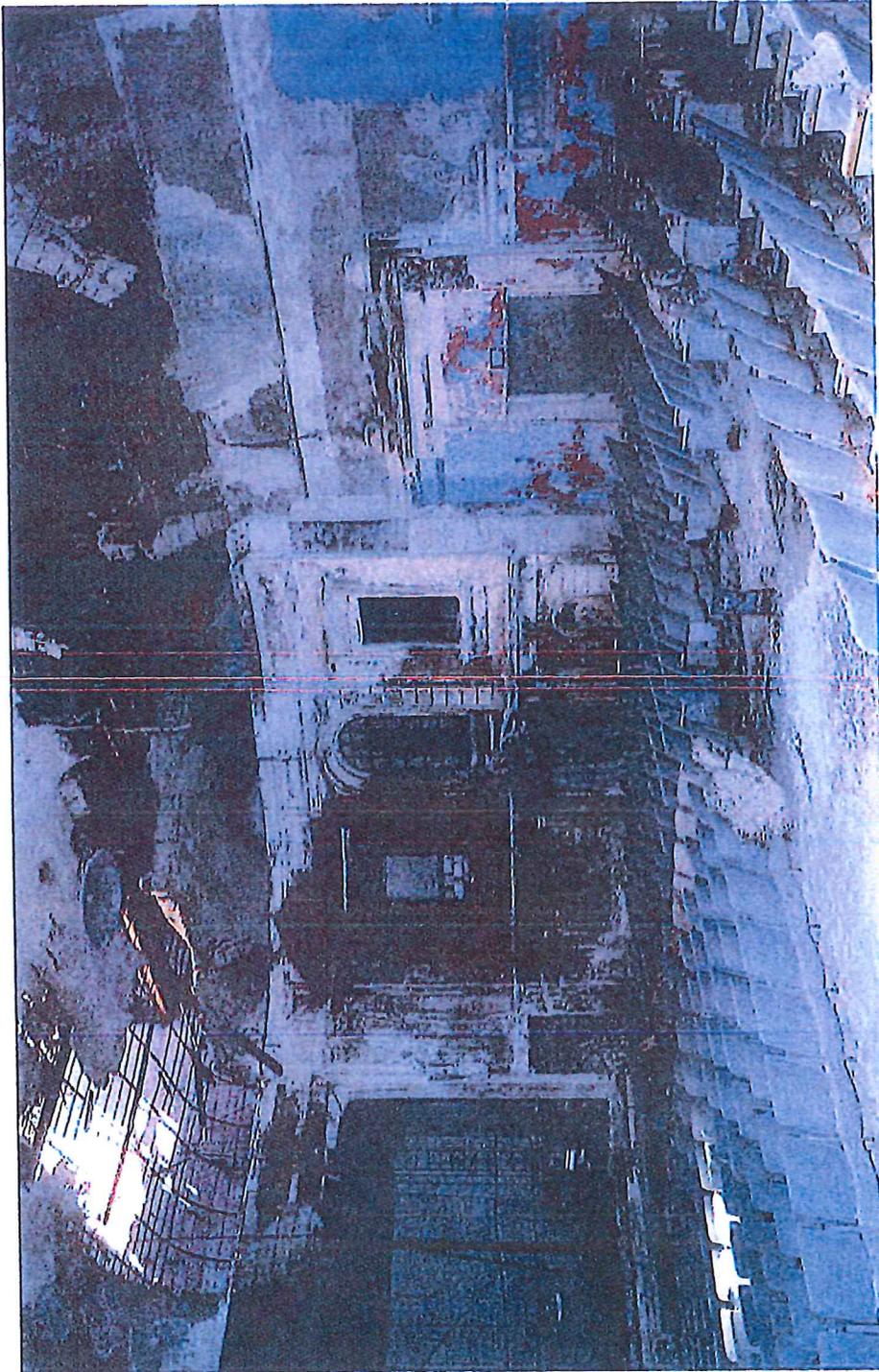
EXHIBIT  
CITY 5-A

12/02/14



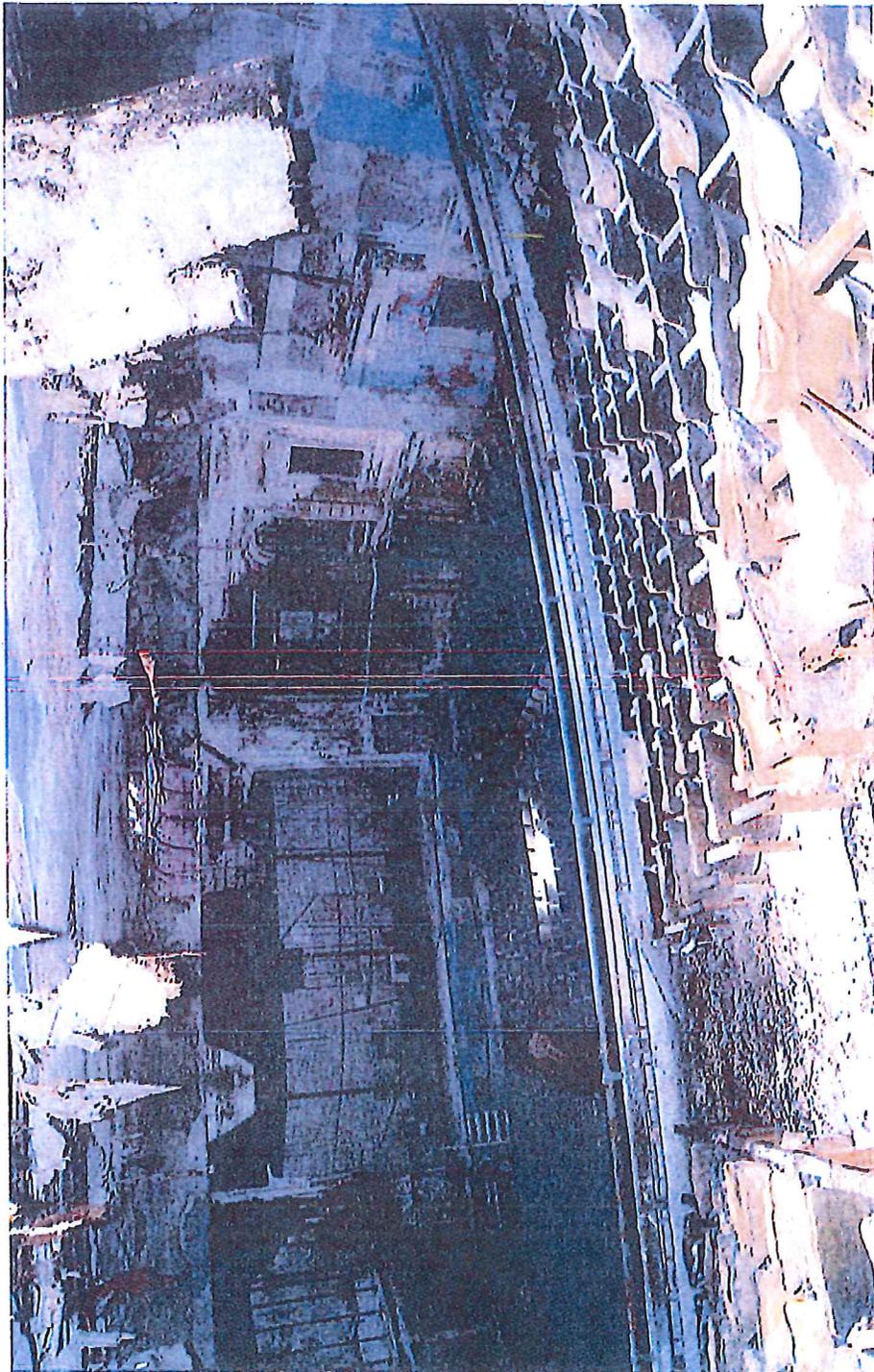
EXHIBIT  
CITY 5-B

12/02/14



**EXHIBIT**  
**CITY 5-C**

12/02/14



**EXHIBIT**  
CITY 5-D

12/02/14



EXHIBIT  
CITY 5-E

12/02/14

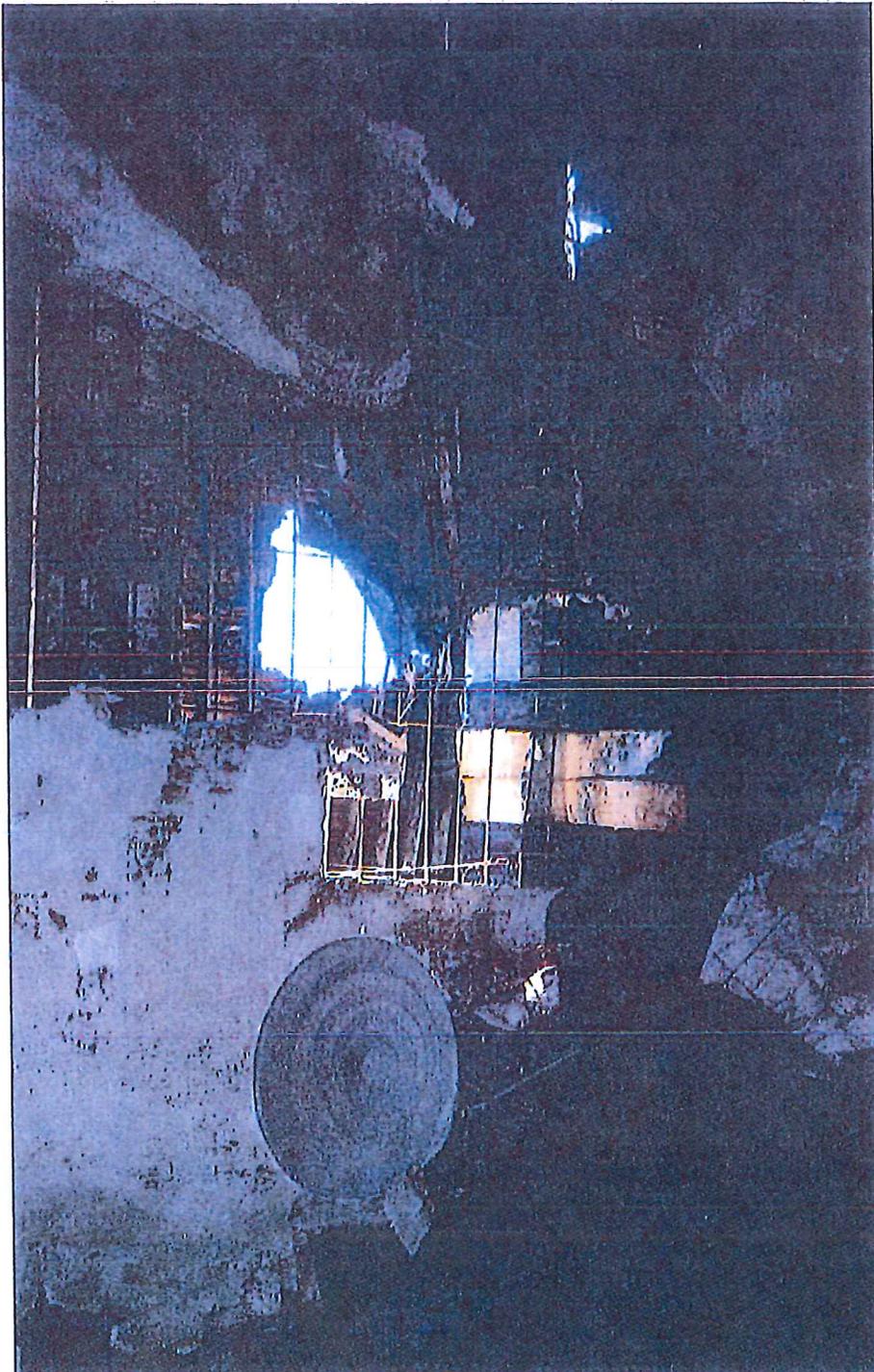


EXHIBIT  
CITY 5-F

12/02/14



SCOTT K. GILMAN  
FIRE CHIEF

Lakewood Fire Department • 14601 Madison Avenue • Lakewood, Ohio 44107  
Fire Chief 216-529-6658 • Fire Marshal Tim Dunphy 216-529-6660 • Fire Inspector Mike Matwijw 216-529-6665  
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Timothy P. Dunphy  
Fire Marshal

Cc: Dru Siley  
Michael Molinski  
David Kulscar

**September 2013 –**  
Theater declared a  
public nuisance



SCOTT K. GILMAN  
FIRE CHIEF

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8. **16011, 16013, 16015, 16019 Madison Avenue:** Install exit signs were required 1301-7-7-10 (K)[B] (1)1011.1
9. **16011, 16013, 16015, 16019 Madison Avenue:** All suits shall be equipped with proper smoke detectors and CO detectors. Lakewood Codified Ordinance LCO 1331
10. **16011, 16013, 16015, 16019 Madison Avenue:** All emergency lights shall be made operable throughout the facility 1301-7-7-10 (F) [B] (1)1006.1

All work shall be completed prior to October 17, 2013. If you have any questions please call me at 216-529-6660. This was a visual inspection. The City assumes no liability or responsibility for failure to report violations that may exist, and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Timothy P. Dunphy  
Fire Marshal

Cc: Dru Siley  
Michael Molinski  
David Kulscar



12650 Detroit Avenue • 44107

# CORRECTION NOTICE

Building Commissioner: (216) 529-6270  
Commercial Division: (216) 529-6278  
Housing Division: (216) 529-6285  
Fax: (216) 529-5930

[www.onelakewood.com](http://www.onelakewood.com)

ROBERT DOBUSH  
16021 MADISON AVE STE 8  
LAKEWOOD, OH 44107

DATE: **9/26/2013**  
ZONING DISTRICT: **C2**  
TYPE OF STRUCTURE:  
AUTHORIZED OCCUPANCY:  
PRESENT OCCUPANCY:  
GARAGE PARKING SPACES AVAILABLE:  
OPEN PARKING SPACES AVAILABLE:

RE: **16009 MADISON AVE**

DATE OF INSPECTION: **9/17/2013**  
TYPE OF INSPECTION: **Complaint – CN13-006309**

CONDITIONS ON DATE OF INSPECTION:  
TEMPERATURE ON DATE OF INSPECTION: **°F**

Dear Sir/Madam:

A recent inspection of the above noted property disclosed the following corrections are necessary for safe, sanitary, and proper maintenance standards as required by the Codified Ordinances of the City of Lakewood (Ord. 85-78).

The personnel of the Division of Housing and Building want to cooperate with you in keeping this city a fine place to reside. Efforts in maintaining this property are appreciated. The enforcement of Lakewood's Codes is critical to the future of the City and our department is prepared to work with you to make the following corrections.

If you have any questions on complying with the aforementioned correction(s), or if I may be of any assistance, do not hesitate to contact me. A re-inspection will occur on or about the above listed dates to verify compliance.

Property owners may qualify for financial assistance for major building corrections. Please contact the Division of Community Development at (216) 529-4663 for information about financial assistance.

This was a VISUAL INSPECTION. The city assumes no liability or responsibility for failure to report violations that may exist and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Correction Needed	Additional Information	Date to Comply
503. Provide/maintain approved heating facilities (1306.18/19)	Replace boiler access cover. Provide approved repairs to all boiler lines under storefronts.	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	16019 Madison, Sink and bsmt. water closet	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	16019, Bsmt	10/17/2013

310. Provide covers to all junction boxes (NEC 314.28(C))	16015 Madison, Bsmt.	10/17/2013
118. Repair plaster (1306.29(k))	16013 Madison, ceiling	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	16011 Madison, sink	10/17/2013
309. Seal unused openings in all boxes/panels (NEC 110.12(A))	16011, Bsmt	10/17/2013
310. Provide covers to all junction boxes (NEC 314.28(C))	16011, Bsmt	10/17/2013
317. Secure elec. equipment to surface (NEC 110.13(A))	2nd floor Apt. hall light	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 4 screens	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 4 tub faucet	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt. 3 closer, lockset	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 3 screens	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 3 bath ceiling	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 3, bath room.	10/17/2013
305. Replace broken/missing switch/receptacle covers (NEC 406.5/404.9(A))	Apt. 3 kitchen	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt 2, closer and self latch.	10/17/2013
301. Provide approved installation of elec. conductors (NEC 300.4)	Apt. 2, closet light.	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 2, bath screen.	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt 2, Secure vanity and caulk top at wall.	10/17/2013
118. Repair plaster (1306.29(k))	Apt 2, bath walls and under sink.	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	Apt. 1, Broken fuse in panel.	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Laundry	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Laundry tray faucet.	10/17/2013
303. Eliminate extension cord used as permanent wiring (NEC 400.8)	Laundry	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 5	10/17/2013

412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 5 bath room	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 5	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 5 kitchen	10/17/2013
119. Maintain walls/floors/ceiling structurally sound (1306.29(a))	Apt. 5, Kitchen	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 6, Kitchen	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 6, screens.	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt. 7, closer	10/17/2013
402. Cap unused gas line terminal(s). (G2415.12)	Apt. 7	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 7, bath faucet	10/17/2013
305. Replace broken/missing switch/receptacle covers (NEC 406.5/404.9(A))	Apt. 7	10/17/2013
307. Maintain receptacles/switches/fixtures (1306.22)	Apt.7	10/17/2013
118. Repair plaster (1306.29(k))	Apt. stairwell to arcade.	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	Meter room panel cover	10/17/2013
119. Maintain walls/floors/ceiling structurally sound (1306.29(a))	Theater and 16202 Hilliard apartment.	10/17/2013
220. Repair/Replace roof (1306.29(c))	Structural repairs to theater and arcade. Plans and permit required.	10/17/2013
122. Remove debris from interior (1306.29(k))	Theater, arcade	10/17/2013
998. "THE OCCUPANCY OF THIS STRUCTURE CREATES A RISK OF IMMINENT HARM AND HAS BEEN VACATED. ITS OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING COMMISSIONER" (1306.74)	Theater, arcade, all apartments not currently occupied. The storefronts are permitted for Business Use, and can not be utilized as a Storage Use.	10/17/2013
212. Provide/maintain gutters/downspouts (1306.29(c))	West	10/17/2013
227. Paint exterior surfaces where weathered/peeling (1306.30(c))	West doors, gutter and downspouts.	10/17/2013

221. Maintain foundation/exterior walls (1306.29(a))	Tuck point all areas of missing mortar on exterior walls.	10/17/2013
506. Seal flue pipe at chimney (M 1801.3.2)	Boiler	10/17/2013

PER THE REQUIREMENT OF LAKEWOOD CODIFIED ORDINANCES, FAILURE TO COMPLY BY THE SPECIFIED DATES MAY RESULT IN THIS MATTER BEING REFERRED TO THE LAKEWOOD MUNICIPAL COURT POSSIBLY RESULTING IN FINES AND/OR PROSECUTION.

Prior to the start of work, permits are required for electrical, plumbing, heating, air conditioning, building, fencing, paving, and/or demolition work.

Thank you for your anticipated cooperation.

**David A. Kulcsar**  
**Building Inspector**  
**Phone: (216) 529-6689**  
**E-Mail Address: David.Kulcsar@lakewoodoh.net**  
**CC:**



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107

MAIN (216) 529-6270  
FAX (216) 529-5930

housing.building@lakewoodoh.net  
www.onelakewood.com

September 30, 2013

ROBERT W. DOBUSH  
16021 MADISON AVE., APT # 8  
LAKEWOOD, OH 44107-5631

**YOU HAVE BEEN IDENTIFIED AS A POSSIBLE OWNER, LIENHOLDER OR INTERESTED PARTY IN THE PROPERTY KNOWN AS THE HILLIARD THEATER, 16009-21 MADISON AVENUE, 16600-02 HILLIARD ROAD, LAKEWOOD, OH 44107; PARCEL #313-14-007**

Per Sections 1306.521 and 1306.522 of the Lakewood Codified Ordinances, the building structure at this location has been **Declared a Public Nuisance**. Copies of the ordinances are enclosed for your review.

This letter serves as written notice of our **Intent to Repair or Demolish** under the above stated ordinances, and specifically pursuant to Lakewood Codified Ordinance 1306.522(f).

Due to repeated inspections of the property and/or court appearances, or whereby the owner failed, neglected, or refused to comply with previous correction notice(s), this structure has been deemed unsafe to occupy, is vacant, or constitutes a fire and/or safety hazard by reason of the fact that the structure is injurious to or a menace to the public health, safety or welfare; is structurally unsafe, unsanitary or not provided with adequate safe egress; is a fire hazard; is otherwise dangerous to human life or injurious to the public; in relation to existing use, is a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment; and due to its advanced state of dilapidation, substantial fire damage or structural infirmity, the structure is an immediate hazard to human life or health. More specifically, the property is in a general state of disrepair and neglect. The theater is not habitable. Parapet and other stonework is in danger of falling from the building onto surrounding sidewalks. Numerous failures of the roof and supporting structure portend further degradation of the building. Roofing material has and will continue to become dislodged and sent airborne to surrounding properties. The open nature of the theater structure and accumulation of organic debris create conditions favorable to propagation of noxious microorganisms. Airborne release of this and other potentially toxic material contained within

the structure pose a health risk to the surrounding area. See the enclosed correction notices for support of these findings.

Pursuant to Section 1306.522(d), the undersigned require that the residential apartments and commercial storefronts within the structure be vacated, and not be reoccupied or used, until the following specific repairs and improvements are completed, inspected, and approved by the undersigned Commissioner: the theater and arcade roof must be stabilized, and debris must be removed from the interior.

Under Section 1306.522(e)(1), the owner, agent or person in control of a public nuisance structure shall have a **Right to Appeal** this order to the Lakewood Board of Building Standards and Building Appeals **within ten (10) days of the service of this notice** and the Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal. Under Ohio Revised Code 119.13, a party or affected person may be represented by an attorney.

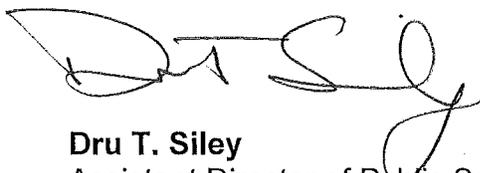
Contact this office at 12650 Detroit Ave., Lakewood, Ohio between the hours of 8AM-4:30PM, Monday through Friday, should you wish to file a written appeal.

Unless the public nuisance is brought into compliance by the manners outlined, the City may proceed with abatement, including demolition, no sooner than October 17, 2013.

Abatement of the nuisance structure can be achieved by correction of the violations to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code, and Ohio Administrative Code, including the Ohio Fire Code, or by demolition and removal of the public nuisance structure.

Should the owner not abate the nuisance within the required time, the Commissioner or designee may take the appropriate action to repair or remove the nuisance structure, including demolition. Costs of the abatement are the responsibility of the property owner(s) and will be collected by the City per the ordinance provisions.

**FAILURE TO ABATE THE NUISANCE PER THIS NOTICE COULD RESULT IN PROSECUTIVE ACTION OR OTHER PENALTY AS PROVIDED BY LAW.**



**Dru T. Siley**  
Assistant Director of Public Safety  
City of Lakewood



**Michael J. Molinski**  
Assistant Building Commissioner  
City of Lakewood

Attachments:

- Lakewood Codified Ordinances Sections 1306.521 and 1306.522
- Correction Notice dated September 26, 2013
- Fire Dept. Notice dated September 25, 2013
- Cuyahoga County Dist. Board of Health report dated N/A

CC: File Copy; Law Dept.; Planning & Development Dept.  
Cuyahoga County Fiscal Officer, 1219 Ontario Street, Cleveland, OH 44113  
Cuyahoga County Treasurer, 1219 Ontario Street, Cleveland, OH 44113 (certified mail)  
Ross Keller, Italian Creations, 16104 Hilliard Road, Lakewood, OH 44107 (certified mail)  
Carmen Trunkett, 4425 SW 2nd Ave., Cape Coral, FL 33914-5919 (certified mail)  
Gene Summa, 2715 W. Pleasant Valley, Cleveland, OH 44134-6503 (certified mail)  
Mary Dobush, 126 S. Main Street, Wellington, OH 44090-1344 (certified mail)  
James Wood or Victoria Wright or Tenant, 16021 Madison Ave. Apt. 2, Lakewood, OH  
44107 (certified mail)  
Ryan Fernandez or Tenant, 16021 Madison Ave. Apt. 4, Lakewood, OH 44107 (certified  
mail)  
Mike Hudak or Tenant, 16021 Madison Ave. Apt. 5, Lakewood, OH 44107 (certified mail)  
Jeff Morin or Tenant, 16021 Madison Ave. Apt. 6, Lakewood, OH 44107 (certified mail)

**1306.521 PUBLIC NUISANCE BUILDINGS AND STRUCTURES; REPAIR OR DEMOLITION THEREOF.**

(a) Public Nuisance Structures Defined. For the purposes of this Building Code "public nuisance structures" are hereby defined as those buildings or structures that are any of the following:

- (1) Injurious to or a menace to the public health, safety or welfare;
- (2) Structurally unsafe, unsanitary or not provided with adequate safe egress;
- (3) A fire hazard;
- (4) Vacant and open to public entry;
- (5) Otherwise dangerous to human life or injurious to the public; or
- (6) In relation to existing use, a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

(b) Unsafe Structures.

- (1) For the purposes of this Building Code those buildings or structures that meet the definition of public nuisance structures are declared to be "unsafe structures" as well.
- (2) All unsafe structures or conditions as defined in other parts of the code are likewise declared to be public nuisance structures under this code section.

(c) Per Se Public Nuisance Structures. Vacant and unsafe structures in which utility services have not been shut off are declared to be a public nuisance because of the risk of harm from explosion, accidental fire or flooding.

**1306.522 DECLARATION OF PUBLIC NUISANCE; REPAIR OR DEMOLITION OF UNSAFE STRUCTURES AND EXTERIOR PROPERTY NUISANCES; VIOLATIONS AND REMEDIAL NOTICES; APPEALS PROCESS; COST RECOVERY.**

(a) Declaration of Public Nuisance. All public nuisance structures are declared to be public nuisances. The public nuisance shall be abated by correction of the violations to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or by demolition.

(b) Examination and Condemnation.

- (1) The Building Commissioner, Assistant Building Commissioner or his or her designee (for the purposes of this section, the "Commissioner") is authorized to examine or cause to be examined every building or other structure reported to be unsafe or damaged or injurious to or a menace to the public, and shall make a written record of the examination.
- (2) The Commissioner may designate as a public nuisance structure any structures or conditions, or any portion thereof, found to be unsafe under the criteria established in Section 1306.521.
- (3) The Commissioner may also declare that a public nuisance structure which, due to its advanced state of dilapidation, substantial fire damage or structural infirmity, is an immediate hazard to human life or health, may only be abated by immediate repair and rehabilitation to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code, and Ohio Administrative Code, including the Ohio Fire Code, or by demolition.
- (4) Whenever the Commissioner finds a vacant structure open to entry at doors, windows or other points accessible to the general public, the Commissioner may cause the structure to be secured at those points of entry. The Commissioner shall be authorized at any time to enter the premises to secure the structure in order to lessen the severity of the

public nuisance. In securing the structure, the Commissioner may call any department, division or bureau of the City for whatever assistance may be necessary, or may, by private contract, secure such structure, and may notify any public utility to shut off service to the property.

(c) Notice of Violation.

(1) Whenever the Commissioner finds a building, structure or a portion thereof to be unsafe, and determines it or the property on which it is located to be a public nuisance structure, the Commissioner shall forward by certified mail to the owner, agent or person in control of the public nuisance structure and to any mortgagee of record a written notice of violation stating the defects in the building or structure. The notice of violation shall require the owner to abate the nuisance condition of the public nuisance structure by correction of the violations and defects to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or by demolition and removal of the public nuisance structure or a portion thereof within a stated time. The notice also shall state that if the nuisance is not abated within the required time, the Commissioner may take appropriate action to repair, remove or otherwise abate the public nuisance structure, and that the owner, agent or person in control shall be responsible for the costs. The handing of the violation notice to the owner, agent or person in control of the public nuisance structure or a portion thereof shall be deemed actual notice, and is legal and valid service, and no other form of service is necessary.

(2) If the person to whom the notice and order is addressed is not found after a reasonable and diligent search, then the notice and order shall be sent by certified mail to his tax mailing address, if available, as indicated on the County tax duplicate, and a copy of the notice shall be posted in a conspicuous place on the premises to which it relates. The mailing and posting shall be deemed legal service of the notice.

(3) An owner, agent or person in control of the public nuisance structure, a mortgagee of record, or a lien-holder of record who has received a notice of violation or a notice to make corrections to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or to demolish and remove, as provided for in this section, shall inform prospective purchasers, vendees, grantees, assignees, lessees, or land contractees of the notice of violation or the notice to make corrections, or to demolish and remove. No person shall transfer to a vendee, grantee, assignee, lessee, land contractee or any other transferee any interest in a public nuisance structure after receiving a notice of violation to make corrections, or to demolish and remove the same, without first providing the transferee with a copy of the notice.

(4) No person, agent, firm or corporation shall sell, by land contract or otherwise, any interest in any public nuisance structure without furnishing the buyer, prior to the sale, a copy of any outstanding notice or order from the City, including any notice of violation or any outstanding notice to make corrections to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or any outstanding notice to demolish and remove. No buyer or grantee, by land contract or otherwise, shall obtain any interest in any public nuisance structure without obtaining from the seller, prior to sale, the documents described above.

(5) No person, agent, firm or corporation acting in the capacity of an escrow agent in any real estate transaction involving the sale of a public nuisance structure in the City, shall disburse any funds unless the provisions of this section have been met.

(6) Any buyer or grantee, by land contract or otherwise, of a public nuisance structure, shall begin at the date of transfer to comply with any notice or order obtained or to be obtained under this paragraph and within ten (10) days of the date of transfer, shall notify the Commissioner, in writing, of the actions that will be taken to comply. The Commissioner may then establish a reasonable time to comply.

(d) Vacating Buildings and Prohibiting Use. The Commissioner may also require in the notice issued under subsection (c)(1) of this section

that the public nuisance structure or a portion thereof be vacated, not be reoccupied, or used until the specified repairs and improvements are completed, inspected, and approved by the Commissioner.

The Commissioner may cause to be posted at each entrance to the public nuisance structure a notice as follows:

**“THIS STRUCTURE IS IN A DANGEROUS CONDITION AND HAS BEEN CONDEMNED AND ITS USE HAS BEEN PROHIBITED BY THE BUILDING COMMISSIONER”**

The notice shall remain posted until the required corrections are made, or until demolition is completed. No person shall remove the notice without written permission of the Commissioner, nor shall any person use or enter the public nuisance structure, except for the purpose of making the required corrections, or effectively boarding, or demolishing the public nuisance structure.

(e) Right to Appeal.

(1) Board of Building Standards and Building Appeals.

A. The owner, agent or person in control of a public nuisance structure shall have a right to appeal to the Board of Building Standards and Building Appeals from the notice and decision of the Commissioner as provided in this section within ten (10) days of the service of the Commissioner’s notice.

B. The Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal.

C. In any such appeal, the City must show by preponderance of the evidence the existence of the condition or defects that are noted in the Commissioner’s notice.

D. The Board of Building Standards and Building Appeals, upon hearing all the facts and evidence, shall make a determination as to whether the City has met its burden to show the existence of the condition or defects in the Commissioner’s notice.

E. If the Board of Building Standards and Building Appeals makes a determination that the City has met its burden, then the decision of the Board shall become a final order.

F. The Board shall publish its decision and serve notice by certified mail to the owner, agent or person in control of the public nuisance structure or portion thereof and to any mortgagee of record.

G. Any notice served by the Commissioner shall automatically become a final order if a written notice of appeal before the Board is not filed in the office of the Board within the time set forth above.

(2) Appeal to court of competent jurisdiction. Notwithstanding any provisions contained herein, the owner or person in control of the structure shall have the right to appeal the decision and order of the Board to a court of competent jurisdiction. In the absence of an appeal, all actions taken shall constitute a valid exercise of the police powers of the City of Lakewood.

(f) Noncompliance with Notice.

(1) Commissioner authorized to abate, demolish, remove. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, the Commissioner may take appropriate action to abate, demolish or remove the public nuisance structure or portion thereof or to abate or remove any condition constituting the nuisance.

(2) Action by Director of Law. The Commissioner may advise the Director of Law of the facts in the case, who may institute appropriate action in court to cause correction of the violations and defects, or demolition and removal, or effective boarding of the building or structure pending rehabilitation.

(3) Rehabilitation permits not a bar to Commissioner’s action to abate. The securing of rehabilitation permits for the building or structure shall not in and of itself bar the Commissioner from taking action to abate the nuisance.

(4) Failure to comply with notice. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, or to remove or abate any other condition that is defined as a nuisance under this section, the Commissioner may take appropriate action to take repair or maintenance measures or cause utility services to be shut off or to otherwise abate the public nuisance. The Commissioner shall specifically state in writing the findings with respect to the public nuisance structure, and shall determine whether to perform repair or maintenance based on factors which may include the following: the distance of the structure from neighboring structures, the type of structure, the extent of deterioration, the likelihood of vandalism or arson, the economic likelihood of eventual complete rehabilitation of the structure, and the cost of repair or maintenance.

(5) Notice of intent to demolish. The Commissioner shall give written notice informing the owner, agent or person in control of the public nuisance structure or a portion thereof, as well as any mortgagee and lienholder of record, of the City’s intention to demolish and remove the unsafe building or structure at least thirty (30) days before the intended action by the City. The notice may be effective concurrently with the violation notice.

(g) Costs.

(1) Any and all expenses or costs incurred under this section for the removal, repair, alteration, securing or boarding of a public nuisance structure or for abating any other nuisance identified under this section shall be paid by the owner of such building or structure, except when such expenses or costs are incurred with respect to a government or school building owned by a governmental entity or political subdivision and are funded by federal money.

(2) Whenever an inspection is made after the compliance date stated on a Commissioner’s notice issued under this section, or after a compliance date established by a court of competent jurisdiction, which inspection is made to determine whether the violation has been remedied and the violation has not been remedied, or whenever an additional permit is obtained for work previously permitted and the original permit has expired or was appropriately voided, a fee of one hundred dollars (\$100.00) shall be charged for each inspection, except that this fee shall not apply to owner-occupied one- and two-family dwelling structures.

(3) If within thirty (30) days from the date the Commissioner sends a statement of charges and costs incurred hereunder, the owner fails to pay for the costs of removal, repair, alteration, securing or boarding or of inspections of violations that have not been remedied, the Commissioner may certify the amount to the City including collection agency fees. The City may make written return to the County Auditor of the action under this section with a statement of the charges for services, the amount paid for the performing of labor and a proper description of premises. Certification to the County Auditor is for the purpose of making expenses and costs a lien upon the lands, to be collected as other taxes and returned to the City of Lakewood.

(4) Notwithstanding the method of collection set forth in this subsection, the Director of Law may take any action necessary to collect the costs of demolition, boarding or other nuisance abatement from the owner or other responsible party.

**October 2013 –  
Sidewalk on Hilliard  
fenced off**

10/2/2013



# NOTICE

**THE OCCUPANCY OF THIS  
STRUCTURE CREATES A RISK OF  
IMMINENT HARM AND HAS BEEN  
ORDERED VACATED. ITS  
OCCUPANCY HAS BEEN PROHIBITED  
BY THE BUILDING COMMISSIONER**

ORDINANCE 108-10 SECTION 1306.74

Please report suspicious activity by calling:

- Police (216) 521-6773
- Fire (216) 529-6656
- Building (216) 529-6270

The building being vacated is subject to the provisions of Ordinance 108-10, Section 1306.74, which requires the building to be vacated by the building commissioner. The building commissioner has determined that the building is in such a state of disrepair that it poses a risk of imminent harm to the public. The building commissioner has ordered the building vacated and its occupancy prohibited. The building commissioner has also ordered the building commissioner to take all necessary steps to ensure the safety of the public. The building commissioner has also ordered the building commissioner to take all necessary steps to ensure the safety of the public. The building commissioner has also ordered the building commissioner to take all necessary steps to ensure the safety of the public.

*[Signature]*  
Building Commissioner

The building being vacated is subject to the provisions of Ordinance 108-10, Section 1306.74, which requires the building to be vacated by the building commissioner. The building commissioner has determined that the building is in such a state of disrepair that it poses a risk of imminent harm to the public. The building commissioner has ordered the building vacated and its occupancy prohibited. The building commissioner has also ordered the building commissioner to take all necessary steps to ensure the safety of the public. The building commissioner has also ordered the building commissioner to take all necessary steps to ensure the safety of the public. The building commissioner has also ordered the building commissioner to take all necessary steps to ensure the safety of the public.

*[Signature]*  
Building Commissioner

10/2/2013

16013



**NOTICE**

**THE OCCUPANCY OF THIS  
STRUCTURE CREATES A RISK OF  
IMMINENT HARM AND HAS BEEN  
ORDERED VACATED. ITS  
OCCUPANCY HAS BEEN PROHIBITED  
BY THE BUILDING COMMISSIONER**

ORDINANCE 006-10 SECTION 106.74

Please report suspicious activity by calling:

- Police (216) 521-6773
- Fire (216) 529-6656
- Building (216) 529-6270



3/12/11

**May 2014 – City  
demolished canopy on  
Hilliard**



**City of Lakewood**  
Housing and Building Division

12850 DETROIT AVENUE  
LAKEWOOD, OH 44107  
(216) 529-6270 • Fax: (216) 529-5930

**Project Application**

# RESIDENTIAL

FOR OFFICE USE ONLY

APPLICANT MUST COMPLETE ALL APPLICABLE ITEMS BELOW

PROJECT ADDRESS: 16200 Hilliard Road OR Permanent Parcel Number:

FLOOR: SUITE: BLDG#: CONDO  Yes  No

RELATED VIOLATION CASE: DATE:

RELATED PROJECT APPLICATION: \_\_\_\_\_ - \_\_\_\_\_

**SCOPE OF PROJECT (Check all that apply):**

- New \_\_\_\_\_ SF
- Addition \_\_\_\_\_ SF
- Water Controlling
- Alteration
- Garage \_\_\_\_\_ SF
- Waterproofing
- Fence
- Correct Violations
- Temporary Use
- Demolition
- Paving \_\_\_\_\_ SF
- Swimming Pool \_\_\_\_\_ SF
- Deck
- Other (Please specify): \_\_\_\_\_
- Change of Use (Indicate former use): \_\_\_\_\_

**USE DESCRIPTION (1 Family, Warehouse, etc.):**

PROJECT DESCRIPTION (include scope, dimension, location):  Plans Attached

DEMO MARQUEE AT THE CROCK TICKET OFFICE OF THE WESTWOOD THEATRE.

ALL WORK PER THE CITY OF LAKEWOOD SPECIFICATIONS

See Reverse Side for ELEC, HVAC, PLMB

Permits Requested:  BLDG  ELEC  PLMB  HVAC

**CONSTRUCTION COST:**

New/Addition: = Alterations: =  
Electrical: = Plumbing: =  
HVAC: = TOTAL JOB COST: = \$ 12,500.00

**BUILDING PROJECT CONTACTS**

Property Owner: ROBERT DOBUSH Phone: \_\_\_\_\_

Mailing Address: 16021 MADISON AVE #8 City: LAKEWOOD ST: OH Zip: 44107

Subcontractor License/Reg. No.: \_\_\_\_\_

General Contractor: LIGHTNING DEMO + EXCAVATING Phone: 316-403-0147

Mailing Address: 3300 E. 87th st. City: CLEVELAND ST: OH Zip: 44147

Architect/Engineer: Phone: \_\_\_\_\_

Mailing Address: City: ST: Zip: \_\_\_\_\_

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make the application as his authorized agent and we agree to conform to all laws of this jurisdiction.

SIGNATURE OF CONTRACTOR / OWNER

DATE

Projected Completion Date: \_\_\_\_\_

Application No.: PH-008117

Zoning District: C-2

Application Type: DEMO

Application Status: AP

Total Cost: 12,500

Public Bldg. Flag: Yes  No

Inspector Dept.: C  A Apt

Assigned Inspector: KELLEY

Master Plan No.: Bldg/Seq: \_\_\_\_\_

Work Description Codes: \_\_\_\_\_

Plan Received By: FILIPAR WAW

Plan Review Fee: Y  N  State 1%: Y  N

Project Plans: N/A Not Provided Incomplete  
•Submitted Rejected Approved

Construction Type: \_\_\_\_\_

Occupancy Type: \_\_\_\_\_

Permit Type: DEMO Approved By: [Signature] Permit Fees: \$ -0-

State 1% Fee: \_\_\_\_\_

Approvals: Initials: Ref Date/Docket

BLDG: \_\_\_\_\_

Zoning: \_\_\_\_\_

Planning: \_\_\_\_\_

BBS/ARB: \_\_\_\_\_

PW/Engineer: \_\_\_\_\_

Health: \_\_\_\_\_

Fire: \_\_\_\_\_

Water/Sewer: \_\_\_\_\_

→ BOB

[Signature]  
DATE  
5/9/14

# CITY OF LAKEWOOD

Division of Housing & Building • 12650 Detroit Avenue • Lakewood, OH 44107 • (216) 529-6270

Application Number	P14-008117	Date:	5/9/2014
Property Address	16200 HILLIARD RD		
Parcel Number	313-14-007		
Project Description	DEMOLITION		
Property Zoning	XX		
Use Group Code	A-1		
Application Valuation	12500		

## Owner

ROBERT DOBUSH  
16021 MADISON AVE APT 8  
  
LAKEWOOD, OH 44107

## Contractor

LIGHTNING DEMOLITION & EXCAVATING  
3300 E 87TH ST  
CLEVELAND OH 44127  
216-883-0017

## Structure Information

Occupancy Type

## Permit Type

Assigned Inspector

Sub-Contractor

Issue Date

Building Permit

Kevin A. Kelley

05/09/2014

Valuation

Expiration Date

12500

07/25/2014

## Special Notes & Comments

DEMO MARQUEE AT THE TICKET OFFICE ON THE HILLIARD SIDE OF THE BUILDING. STRUCTURALLY UNSOUND. NOTIFY THE BUILDING DEPARTMENT WHEN THE DEMO STARTS. ALL PROTECTION PER THE CITY OF LAKEWOOD SPECIFICATIONS AND THROUGH THE DIVISION OF PLANNING.

- Work to be performed following all applicable and adopted codes and ordinances per the City of Lakewood, OH
- 24 hour notice is necessary when calling for all required inspections
- No signs are allowed in residential districts

Fees:

Total Charged: \$0.00

\_\_\_\_\_  
Building Official

***THIS PERMIT MUST BE POSTED IN A VISIBLE LOCATION ON THE JOBSITE  
AT ALL TIMES***



A Division of KATANAS Corp.

DEMOLITION  
& EXCAVATING

3300 E. 87<sup>th</sup> St. · Cleveland, OH 44127  
cell 216.403.0147 · phone 216.883.0017 · fax 216.883.0024  
Demolish@windstream.net  
May 6, 2014

James Blocksidge  
City of Lakewood  
Dept. of Planning & Development  
12650 Detroit Avenue  
Lakewood, OH 44107

Office 216.529.5906  
James.Blocksidge@LakewoodOH.net  
Cell 216-269-0455

Proposal to Demolish: Hillard Theatre Marquee  
16021 Hillard Road, Lakewood, Ohio

16200

We will obtain all permits. We ask that the owner have electrical connections to this part of the structure disconnected.

We will provide all manpower, equipment and materials to remove the marquee from this building (theatre), located at 16021 Hilliard Rd., Lakewood, Ohio. We will provide for pedestrian safety as well as that for traffic. The marquee over the sidewalk will be removed and the debris properly disposed.

Note that we are not responsible for loose bricks and mortar that already exists. We will not make any repairs to the theatre structure. We are only removing the overhanging sign (marquee).

Lightning Demolition  
Proposal for City of Lakewood  
Site: Hilliard Theatre Marquee

Page 2

For this project as described, we will charge \$12,500.00 payable in full on completion. Please sign below to indicate acceptance of the terms and to give notice to commence.

---

Authorized Signature, City of Lakewood

---

Date

# PURCHASE ORDER

THIS PURCHASE ORDER IS CONDITIONED UPON COMPLIANCE BY THE VENDOR WITH ALL FEDERAL, STATE, AND LOCAL SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, ALL LABELING, PACKAGING, AND SHIPPING REQUIREMENTS. IT IS A FURTHER REQUIREMENT THAT A MATERIAL SAFETY DATA SHEET BE PROVIDED BY THE VENDOR IN EVERY INSTANCE REQUIRED BY SUCH REGULATIONS(S).

CITY OF LAKEWOOD, OH - FED. TAX I.D. # (TIN) 34-6001633



P.O. NO.: 078697

DATE: 05/14/14

MAIL ALL INVOICES TO

FINANCE DEPT. ATTN A/P  
CITY OF LAKEWOOD  
12650 DETROIT AVE.  
LAKEWOOD, OHIO 44107

TO: LIGHTNING DEMOLITION  
3300 EAST 87TH ST.  
CLEVELAND, OH 44127

SHIPTO CITY OF LAKEWOOD  
DEPT. OF PLANNING&DEVELOP  
12650 DETROIT AVE  
LAKEWOOD, OH 44107-3015

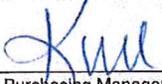
J. BLOCKSIDGE

1. A PACKING LIST MUST BE ATTACHED TO THE OUTSIDE OF ONE CARTON PLAINLY MARKED.
2. PURCHASE ORDER NO. AND UNIT OF MEASURE PER CARTON (TOTAL QUANTITY PER CARTON) MUST APPEAR ON ALL CARTONS, PACKING LISTS, INVOICES AND CORRESPONDENCE.

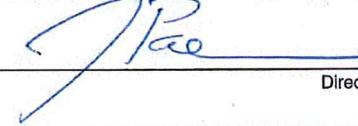
VENDOR NO.	DELIVER BY	SHIP VIA	F.O.B.	FREIGHT	TERMS
6140	06/30/14	BEST WAY	DESTINATION		NET/30
REQ. NO.	ACCOUNT NO.	PROJECT	CONFIRM TO	VENDOR PHONE	
26309	10170014619302	142501		216) 883-0017	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
<b>THIS ORDER IS EXEMPT FROM FEDERAL &amp; STATE TAXES</b>					
1	12500.00	EA	TO COVER THE COST TO DEMOLISH & REMOVE HILLIARD THEATRE MARQUEE AS IDENTIFIED IN PROPOSAL SUBMITTED TO CITY OF LAKEWOOD	1.0000	12500.00
SUB-TOTAL					12500.00
TOTAL					12500.00

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE HEREOF, AND BY ACCEPTING THIS ORDER THE SELLER AGREES TO BE BOUND THEREBY.

City of Lakewood  
By:   
Purchasing Manager

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of funds required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the Fund free from any previous encumbrance.

  
Director of Finance



**CITY OF LAKEWOOD**

12650 Detroit Avenue  
Lakewood, Ohio 44107

(216) 529-6630

To: ROBERT W DOBUSH

Date: 5/29/2014

16021 MADISON AVE, STE 8  
LAKEWOOD, OH 44107

This Number  
must appear  
on your check



Property Address: 16021 MADISON

Parcel No. 313-14-007

<u>Charge Description</u>	<u>Amount</u>
EMERGENCY NUISANCE DEMOLITION OF MARQUEE AT HILLIARD THEATRE	\$12,553.00

**PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE**

Date: 5/29/2014

Due Date: Thirty days from date of invoice  
Invoice No.: 2014-001N

***The City of Lakewood, Ohio now accepts credit card payments.***

**Method of Payment**     Check Enclosed     Visa     MasterCard  
*(Make Check Payable to: City of Lakewood)*

Card Number:        -     -     -

Card Expires:    Month/Year      -

Three Digit Security Code (On Back of Card):   

Card Holder Signature: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_

**Please Remit Payment To:**

City of Lakewood  
Attn: Finance Department  
12650 Detroit Avenue  
Lakewood, OH 44107  
(216) 529-6097

**Amount Due: \$12,553.00**

Acct. Number: 101-0000-391.90-00

EMERGENCY NUISANCE DEMOLITION OF MARQUEE AT HILLIARD THEATRE



**CITY OF LAKEWOOD**

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

5/29/2014

ROBERT W DOBUSH  
16021 MADISON AVE, STE 8  
LAKEWOOD, OH 44107

Property Address: 16021 MADISON - Parcel No. 313-14-007

The City is authorized by Chapter 1306.522, Declaration of Public Nuisance; Repair or Demolition of unsafe Structures and Exterior Property Nuisances; Violations and Remedial Notices; appears Process; Cost Recover of the City's Codified Ordinances to place a lien on the Property if the City is unable to recover the costs associated with the nuisance abatement work, which may include, without limitation, demolition, removal, repair, alteration, securing, and administrative costs and expenses associated with the nuisance abatement process ("Costs") on the Property from the Record Owner.

This invoice is due and payable to the City of Lakewood within thirty (30) days of the above date. Please contact the Division of Planning and Development at (216) 529-6630, if you have any questions about the attached invoice.

Abatements that are not paid in full will be certified to the Cuyahoga County Fiscal Officer and placed on your property tax bill. Additional fees and interest may be charged by the County Fiscal Officer. This may also cause an increase in your mortgage, if property taxes are processed through an escrow account.

Respectfully,

Jennifer R. Pae  
Director of Finance

STATE OF OHIO

COUNTY OF CUYAHOGA

*Adm.*

)

)

SS: AFFIDAVIT ON FACTS RELATING  
TO TITLE (O.R.C. §5301.252)

*Accom.*

Michael Molinski, City Architect and Building Commissioner who, being sworn, deposes and states:

1. He is the City Architect and Building Commissioner for the City of Lakewood, Ohio ("City").

2. He has knowledge of facts and is competent to testify in open court with respect to real property owned by Robert W. Dobush and located at 16021 Madison Avenue in the City, Permanent Parcel No. PPN 313-14-007, known as ("Property"), as more fully described in Exhibit A.

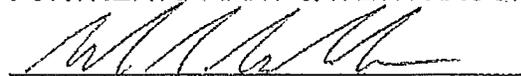
3. The City is authorized Chapter 1306.522, Declaration of Public Nuisance; Repair or Demolition of unsafe Structures and Exterior Property Nuisances; Violations and Remedial Notices; appears Process; Cost Recover of the City's Codified Ordinances to place a lien on the Property if the City is unable to recover the costs associated with the nuisance abatement work, which may include, without limitation, demolition, removal, repair, alteration, securing, and administrative costs and expenses associated with the nuisance abatement process ("Costs") on the Property from the Record Owner.

4. The current total of the Costs owed to the City is \$12,553.00, representing the fees listed on the Notice of Public Nuisance and the recording fees. This amount is subject to change after the abatement work commences, including the addition of Costs.

5. Until payment for the Costs is made to the City, the City will proceed to assert all legal rights with regard to recovery of the Costs, which may include an assessment by the City to the County Auditor for collection of such costs with real property taxes.

6. Payment of the Costs may be made by delivering a certified check payable to "CITY OF LAKEWOOD, OHIO" to the City of Lakewood, Department of Planning and Development, 12650 Detroit Avenue, Lakewood, Ohio 44107, referencing the address and Permanent Parcel Number of the Property.

FURTHER AFFIANT SAYETH NAUGHT.



Michael Molinski  
City Architect & Building Commissioner

Sworn to before me and subscribed in my presence this 15 day of May, 2014. *+H*

"Exhibit A"

*Legal Description – 16021 Madison Avenue*

*Situated in the City of Lakewood, County of Cuyahoga and State of Ohio and further known as being*

PARCEL ONE

Block "A" as shown on the plat of the Olive M. Wagar Estate of part of original Rockport Township Section No. 19, said plat being recorded in Volume 78 of Maps, Page 38 of Cuyahoga County Records, and part of Original Rockport Township Section No. 18, not yet subdivided, together bounded and described as follows: Beginning in the southerly line of Madison Avenue, 80 feet wide at its intersection with the Easterly line of a parcel of land conveyed by Alta E. Goodell, Widow to Maud R. Hayner by deed dated January 31, 1917, and recorded in Volume 1950 of Deeds, Page 28 of Cuyahoga County Records; thence Easterly along the Southerly line of Madison Avenue, 114 74/100 feet to a point; thence southerly parallel with the Westerly line of said Block "A"; 137 44/100 feet to the Northerly Line of Hilliard Road, 60 feet wide; thence Westerly along the Northerly line of Hilliard Road, 128 94/100 feet to its intersection with the Easterly line of land so conveyed to Maud R. Hayner, 207 82/100 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL TWO

Block A in the plat for the Olive M. Wagar Estate of Original Rockport Township Section No. 19, as shown by the recorded plat in Volume 78 of Maps, Page 38 of Cuyahoga County Records, and bounded and described as follows: Beginning at the intersection of the Southerly line of Madison Avenue with the Westerly line of said Block A which is also the Westerly line of said Section No. 19; thence South 84 degrees 41' 05 East 16 feet along the said Southerly line of Madison Avenue to the Northwesterly corner of a parcel of land conveyed to Emma Miller by deed recorded in Volume 5863, Page 272 of Cuyahoga County Records, and the principal place of beginning; thence South 84 degrees 41' 05 East about 1.76 feet along the said Southerly line of Madison Avenue to the face of a wall; thence South 5 degrees 18' 55 West, 0.80 feet along the face of said wall to a corner thereof; thence North 84 degrees 41' 05 West about 1.1 feet along a southerly face of said wall to a point distant Easterly 0.56 feet at right angles to the Westerly line of land conveyed to Emma Miller as aforesaid; thence South 134.60 feet parallel with the Westerly line of land so conveyed to Emma Miller to a corner of the aforesaid wall; thence 27 degrees 24' 25 East 1.67 feet along an Easterly line of said wall and its Southerly prolongation to a point in the Northwesterly line of Hilliard Road; thence South 62 degrees 35' 35 West about 1.5 Feet along the said Northwesterly line of Hilliard Road to the Southwesterly Corner of land conveyed to Emma Miller to the principal place of beginning, according to a survey made August 1945, by Cleveland Surveys, Civil Engineers and Surveys, be the same more or less, but subject to all legal highways.

PPN: 313-14-007

**May 2014 – City  
obtained demolition  
quote**

May 27, 2014  
Revised May 30, 2014

Bryce Sylvester  
City Planner  
Planning and Development  
City of Lakewood  
12650 Detroit Avenue  
Lakewood, Ohio 44107

Via email: Bryce.Sylvester@lakewoodoh.net

RE: Proposal for Architectural Services  
Building Demo/Site Restoration  
16009 Madison Avenue  
Lakewood, Ohio

MPA No. 1420

Dear Mr. Sylvester:

Makovich & Pusti Architects, Inc. has prepared this proposal to provide architectural services for the project referenced above. To facilitate your review of our proposal, it has been organized as follows:

- Scope of Work
- Scope of Services
- Proposed Design Team
- Fee Proposal
- Qualifications and Assumptions
- Additional Services
- Owner Provided Documentation
- Authorization/Agreement

## **SCOPE OF WORK**

---

The project scope includes the demolition of an existing multi-use building at 16009 Madison Avenue in Lakewood, Ohio. The complex was built in 1925 and houses a movie theater, commercial shops and apartments. The total project area is approximately 20,000 sf.

The post-demolition work will include leaving the site in a 'greenfield' condition. Future use/development of the site is unknown at this time.

Site work includes terminating existing primary building services and utilities at source (electric, natural gas, water, storm and sanitary sewers). The site work will include new area drains for surface storm water. Site restoration shall include fill and final grading, and lawn seeding.

## SCOPE OF SERVICES

---

### Programming

- Organize a start-up meeting with consultants and Owner's representative
- Prepare a Project Schedule and Statement of Probable Construction Cost

### Schematic Design

- Submission of Project Data for Board of Control Meeting

### Design Development

- Verify existing building features and scope of demolition work
- Obtain detailed input from Owner's representative regarding salvage of any architectural elements
- Update Project Schedule
- Update Statement of Probable Construction Cost

### Construction Documents

- Prepare drawings and specifications setting forth the requirements of the project in detail. Specifications will use the City of Lakewood "Front End"
- Meet with Owner's representative at 90% completion for review of construction documents
- Conduct a final review with Owner's representative and obtain sign-off of completed construction documents

### Bidding/Negotiation

- Issue completed construction documents for plan review
- Provide completed bidding documents to printer selected by the City, where bidders will purchase bid packages
- Attend and conduct a pre-bid meeting and walk-thru of project area
- Respond to questions during the bidding period
- Issue addenda as required during the bidding period
- Attend bid opening and tabulation meeting with Owner's representative
- Make contract award recommendation to Owner's representative

### Contract Administration (Alternate - not in base fee)

- Schedule and conduct a pre-construction meeting
- Attend periodic construction meetings / site visits
- Review Contractor's submittals
- Respond to Contractor's Requests for Information (RFIs)
- Issue Field Orders, Bulletins and Change Orders as required
- Review monthly Applications for Payment
- Conduct field inspections and develop project completion punch-list
- Conduct a final tour and obtain Owner sign-off of the completed project
- Complete project closeout procedures as outlined in the project manual

Note: The Scope of Services includes the following disciplines:

- Architectural/General Trades
- Civil Engineering
- Structural Engineering



- Re-design time associated with Owner-initiated changes after design is 50% complete
- Preparation of alternates after the drawings are completed

### OWNER PROVIDED DOCUMENTATION

For the purposes of this project, the following information is requested from the Owner:

- Copies of existing building/utilities drawings
- Sample of Owner's standard construction project manual
- A list of preferred contractors or vendors, if any
- Site survey data
  - Meets and boundaries
  - Utilities
- Copies of Hazardous Containing Materials Reports

Makovich & Pusti Architects, Inc. is prepared to proceed with this project upon receipt of your written authorization to proceed. A contract can be written utilizing AIA Document B101 or, at the option of the Owner, this proposal can be used as a contract by returning one copy with an authorized signature to our office.

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,



David J. Pusti, AIA

cc: Accounting

document2

**AUTHORIZATION/AGREEMENT**

---

I, \_\_\_\_\_, hereby state that I am authorized  
PLEASE PRINT NAME & TITLE \*\*

by \_\_\_\_\_ to authorize Makovich & Pusti Architects, Inc. to  
PLEASE PRINT NAME OF OWNER

proceed with the scope of work as stated in the attached proposal, and agree to remit payments within 35 days of invoice dates. By signing this authorization I (we) take full responsibility for any and all charges made in this matter on my (our) behalf.

\_\_\_\_\_  
SIGNATURE/ TITLE DATE

\*\* Authorization must be completed by a person representing the entity responsible for payment.

**Please Provide the Following Contact Information**

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

e-mail Address \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PO Number \_\_\_\_\_

prp01 1420rev.docx

**June 2014 – City  
commissioned  
asbestos survey**

CONTRACT  
BY AND BETWEEN THE  
CITY OF LAKEWOOD, OHIO  
AND  
*EA Group*

Hazardous Materials Survey and Abatement Design  
For  
16021 Madison Avenue – Hilliard Theater Site

---

THIS CONTRACT made as of this 2 day of June 2014 by and between the City of Lakewood, Ohio, a municipal corporation organized and existing pursuant to the Amended Charter and Ordinances of the City of Lakewood (hereinafter referred to as "City"), and Environmental Analysis and Management (hereinafter referred to as "EA Group")

WHEREAS, the City is seeking professional services for a pre-demolition environmental survey, development of hazardous materials abatement plans and monitoring of the abatement for the structure located at 16021 Madison Avenue, on parcel number 313-14-007.

WHEREAS, EA Group pursuant to the City's request submitted a proposal for services, has been determined to be qualified, competent and the best candidate to provide the required outside professional services;

NOW, THEREFORE, it is agreed that the City shall and does hereby employ EA Group to perform the work as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. SCOPE OF SERVICES AND GENERAL CONDITIONS

EA Group does hereby promise and agree to, as described in EA Group's proposal and work plan (copies of which are attached hereto as Exhibit "A").

In performing the professional services described in this Contract, EA Group will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

Section 2. REPRESENTATIVES

A. EA GROUP shall designate and authorize *Patrick Herbert* as agent for all purposes under this contract, and said agent shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of EA GROUP's participation in the project.

B. For purposes of this contract, the agent for the City and liaison officer with respect to the matters contained herein shall be the Planning Director, *Drn Siley* or such other person designated by the Mayor of the City.

### Section 3. COMPENSATION

For performing the services referenced in Section 1 above, the City will pay and EA GROUP will accept an amount not to exceed *Eight-Thousand and One-Hundred Fifteen Dollars and no/xx (\$8,115.00)*. This amount shall include all direct costs, indirect costs, other direct costs, and profit. Said cost may not be exceeded without prior written authorization by the City.

Except as may otherwise be stipulated in a separate written agreement between the City and EA GROUP, invoices shall be submitted based on the deliverable and payment section below:

1. \$4,615.00 of fee to be paid upon *Task 1: Hazardous Materials Survey*, as outlined in Exhibit A, being complete and provided to the City.
2. \$3,500.00 of fee to be paid upon *Task 2: Abatement Project Design*, as outlined in Exhibit A, being complete and provided to the City.

All payments for the foregoing compensation shall be made no more frequently than thirty (30) days from date of approved invoice, and only upon sufficient invoice in accordance with the City's ordinary purchase order and accounts payable system.

### Section 4. CONTRACT TERMINATION

In the event the City or EA GROUP desires to terminate this Scope of Service Agreement, it may be terminated upon a thirty (30) day written notice by the party so desiring to terminate to the other party. EA GROUP shall be paid for work completed and services performed up to the time of notice and in the event it is allowed to complete commenced projects shall be compensated at the rate provided for this Scope of Service.

Section 5. INSURANCE

EA GROUP and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by EA GROUP, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Lakewood in no way warrants that the minimum limits contained herein are sufficient to protect EA GROUP from liabilities that might arise out of the performance of the work under this contract by the EA GROUP, its agents, representatives, employees or subcontractors, and EA GROUP is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: EA GROUP shall provide coverage with limits of liability not less than those stated below.

General Liability	\$1,000,000	Combined Single Limit Per Occurrence
Umbrella Liability	\$2,000,000	
Automobile Liability	\$1,000,000	Combined Single Limit Per Occurrence
Workers' Compensation	Statutory	
Professional Liability	\$1,000,000	

The policies shall be endorsed to include the following additional insured language: *"The City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*. In addition, the City of Lakewood shall be given at least ten (10) days' notice of cancellation of such policies.

Policies shall contain a waiver of subrogation against the City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of EA GROUP.

#### Section 6. INDEPENDENT CONTRACTOR

EA GROUP shall be and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by EA GROUP on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said EA GROUP agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefor.

#### Section 7. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS

EA GROUP agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal

Employment Opportunity and Fair Employment Practices, with the City's Equal Employment Opportunity Policy, Guidelines and Procedures and with all other applicable Federal, State and local laws.

Section 8. INDEMNIFICATION

EA GROUP shall indemnify, defend, save and hold harmless the City of Lakewood, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, ~~or alleged to be caused~~, in whole or in part, by the negligent or willful acts or omissions of EA GROUP or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of EA GROUP to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by EA GROUP from and against any and all claims. It is agreed that EA GROUP will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, EA GROUP agrees to waive all rights of subrogation against the City of Lakewood, its officers, officials, agents and employees for losses arising from the work performed by the EA GROUP for the City of Lakewood.

*VEN 6-10-14  
R. 6-3-14  
MS 6/10/14*

Section 9. SUBCONTRACTORS/SUBCONSULTANTS

Since this contract is made pursuant to the proposal submitted by EA GROUP and in reliance upon EA GROUP's qualifications and responsibility, EA GROUP shall not sublet nor shall any subcontractors/subconsultants commence performance of any part of the services except as specifically

included in this contract without prior written consent of the City. In making the application for subletting any portion of the services, EA GROUP shall state in writing the portion of the services which each subcontractors/subconsultants is to perform or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve EA GROUP of any of its obligations under this contract. All subcontractors for services covered by this contract must conform to the requirements of this contract.

#### Section 10. ASSIGNMENT OF CONTRACT

The City and EA GROUP bind themselves and their successors, administrators and assigns to the other party of this contract and to the successors, administrators and assigns of the other party of this contract, in respect to all covenants of this contract. Except as stated above, neither the City nor EA GROUP shall assign, sublet or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

#### Section 11. INTERPRETATION OF TERMS

All terms and words used in this contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. EA GROUP agrees that no presentations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. The headlines of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This contract may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Section 15. THIRD-PARTY BENEFICIARIES

This Contract is intended solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon, give or create in any person or entity other than the parties hereto any right, duty, benefit, interest, remedy, standard of care or cause of action.

Section 16. EXHIBITS

It is mutually understood and agreed that all exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this contract and the terms of EA GROUP Scope of Services, the terms of this contract shall govern.

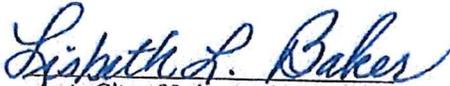
The following Exhibits attached hereto are hereby incorporated with and made a part of this contract:

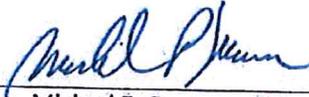
- a. Exhibit A: EA GROUP *Pre-Demolition Hazardous Materials Survey and Abatement Design Proposal*

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

Witness:

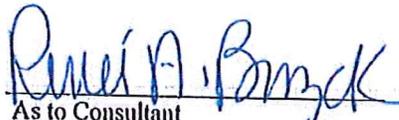
CITY OF LAKEWOOD, OHIO

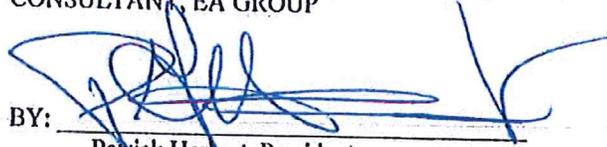
  
As to City of Lakewood

BY:   
Michael P. Summers, Mayor

Witness:

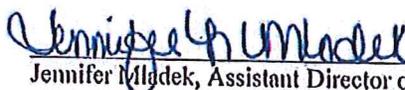
CONSULTANT, EA GROUP

  
As to Consultant

BY:   
Patrick Herbert, President

Approved as to form:

Funds are available:

  
Jennifer Mladek, Assistant Director of Law

  
Jennifer Pae, Director of Finance

**January 2015 – City  
applied for and  
received \$200,000  
demolition grant**

# CUYAHOGA COUNTY DEMOLITION FUND APPLICATION

## ONE APPLICATION PER ROUND PER COMMUNITY

Community Name: City of Lakewood

Amount Requested: \$200,000

Please check one: Grant  Loan

Community Contact Person Name: Bryce Sylvester

Title: City Planner

Address: 12650 Detroit Avenue, Lakewood, Ohio 44107

Email, Phone, Fax: [bryce.sylvester@lakewoodoh.net](mailto:bryce.sylvester@lakewoodoh.net), 216-529-6635, 216-529-5907

Community's Choice of Authorized Agent:

- Cuyahoga County Land Reutilization Corporation ("Land Bank")
- Third Party Demolition Administrator(s) (if more than one, explain in your narrative):  
Legal name of 3<sup>rd</sup> Party Demolition Administrator: \_\_\_\_\_  
Contact person name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email, Phone, Fax: \_\_\_\_\_
- No authorized agent – community will hire contractors and administer demolitions itself

How structures proposed for demolition are eligible (check one or more boxes as applicable):

- Target areas identified by the applicant. Number of areas: \_\_\_\_\_.
- Neighborhood typological priority areas. Number of areas: \_\_\_\_\_.
- Spot demolition site(s). Number of sites: 2.

### Community Certification

On behalf of the community listed above, I certify that all information stated in this application is correct and complete as of the date signed.

Michael Summers, Mayor,  
Name, Title, and Signature of Authorized Person - Community

02/26/2015  
Date

**Agent Confirmation** (if more than one agent, make extra copies of this confirmation statement)  
The organization I represent is willing to act as the community's agent as stated in this application.  
I confirm that all information in this application applying to the organization I represent is correct.

---

Name, Title and Signature – For Land Bank or 3<sup>rd</sup> Party Demolition Administrator \_\_\_\_\_ Date \_\_\_\_\_

**I. Target Area / Neighborhood Typological Priority Area Narrative(s)**

**Describe each target area and/or neighborhood typological priority area in which structures are proposed for demolition, demonstrating the need for demolition of structures in these areas. If proposing multiple areas, number each area starting with "1".**  
*To expedite review, please limit your response to no more than one page for each area.*

See Section II, Spot Demolition Site Narrative

## II. Spot Demolition Site Narrative(s)

**Describe each spot demolition structure and location, demonstrating the need for demolition of each structure proposed for demolition.**

*To expedite review, please limit your response to no more than one page for each site.*

### 1. Mixed use commercial building located at 16009-16021 Madison Avenue

The building located at 16009-16021 Madison Avenue was declared a public nuisance on September 30, 2013. The mixed use building, containing four retail storefronts and ten residential units, has deteriorated beyond repair, is vacant, and is structurally unsafe. 38 unique building code violations are confirmed at the property, in addition to 10 fire code violations.

Additionally, an asbestos and hazardous materials survey completed in July 2014 concluded that asbestos was present in many of the plaster systems in this structure.

### 2. Hilliard Theater building located at 16200-16202 Hilliard Road

The theater is currently not habitable, and serves as a hazard to the public health and safety of neighboring businesses, residences and schools. After touring the property, the City of Lakewood has deemed the property a public nuisance. The Building Commissioner noted masonry on the building were in danger of falling onto surrounding sidewalks, numerous failures of the roof and supporting structure portend further degradation of the building, and roofing material had and will continue to become dislodged and sent airborne to surrounding properties.

The open nature of the theater structure and accumulation of organized debris create conditions favorable to propagation of noxious microorganisms. Airborne release of this and other potentially toxic material contained within the structure pose a health risk to the surrounding area. This City has already taken steps to abate the nuisance in the interest of public safety. On May, 15 2014, the marquee which extended over the public sidewalk was removed and the property was fenced off to protect the public.

Additionally, asbestos was found to be present in the interior plaster throughout the building in a survey conducted in July 2014.

**III. Describe the community's plan to redevelop or maintain the properties after demolition, and its capacity to carry out this plan.**

*To expedite review, please limit your response to no more than one page.*

The city will seek site control of 16009-16021 Madison and 16200-16202 Hilliard prior to asbestos abatement and demolition of the property. Upon completion of asbestos abatement, demolition, site fill and grading, the city will assume property maintenance including seeding, and lawn care. The Department of Public Works will oversee the monthly maintenance of the site post-demolition, which is a manageable additional task with the Department's current responsibility to maintain all city owned property. The city will evaluate development options for the .5 acre site after the site is cleared, with one potential option being off street parking to support Wagar Park one block to the east. The executed demolition will have the greatest impact on neighboring business owners and residents who will realize an improved commercial and residential district by means of the removal of a blighted building.

**IV. Describe the community's capacity to take all legal actions required to give the community, the Land Bank, and/or the community's Third Party Demolition Administrator(s) full legal authority to carry out demolitions.**

*To expedite review, please limit your response to no more than one page.*

Both structures, 16009-21 Madison and 16200-02 Hilliard were declared public nuisances on September 30<sup>th</sup>, 2013. In the nuisance declaration, the building commissioner also provided written notice of intent to demolish both buildings. The property owner failed to bring the property into compliance by the stated deadline, October 17<sup>th</sup>, 2013. Since the owner did not abate the nuisance within the required time, the Commissioner may take the appropriate action to repair or remove the nuisance structure, including demolition. Section 1306.522(f)(1-2) of the Lakewood Codified Ordinances explains:

*(f) Noncompliance with Notice.*

*(1) Commissioner authorized to abate, demolish, remove. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, the Commissioner may take appropriate action to abate, demolish or remove the public nuisance structure or portion thereof or to abate or remove any condition constituting the nuisance.*

*(2) Action by Director of Law. The Commissioner may advise the Director of Law of the facts in the case, who may institute appropriate action in court to cause correction of the violations and defects, or demolition and removal, or effective boarding of the building or structure pending rehabilitation.*

**V. Describe the community's capacity to administer demolition activities, including the capacity of any Third Party Demolition Administrator the community will engage to administer its demolition activities.**

*Communities that propose to use the Land Bank for all demolitions do not have to answer. This response may be longer than one page if needed to fully describe demolition capacity.*

The Department of Planning and the Division of Building and Housing will administer the demolition of both properties. The department has managed multiple residential and commercial demolition projects over the last four years, as evidenced by the summary chart below showing properties the City has managed for demolition. We are proficient in handling contracting authority, bid processes, contract administration, and project execution.

	Address	Date of demolition	Source of funding	City or Land Bank	Parcel Number	Asbestos Cost	Demo cost	Total cost	Contractor	Disposition
2009	1346 Webb	7/28/2009	Federal (NSP)	City	311-22-010			\$9,000.00	HEZ	Sold to neighbor and incorporated into yard
	2042 Dowd	12/14/2009	Federal (NSP)	City	315-23-193	no asbestos	\$10,400	\$10,400.00	Lightning	Sold to Jason Husher for Pav Paw orchard
	2070 Dowd	12/19/2009	Federal (NSP)	City	315-23-199	\$5,000	\$14,550	\$19,550.00	HEZ	Habitat transferred new home to partner family in 2013 (new construction)
2010	1667 Waterbury	2/2/2010	Federal (NSP)	City	315-06-148	\$4,863	\$10,500	\$15,363.00	HEZ	Transferred to Scalish Construction in 2014, pending installation of pervious parking lot.
	2107 Robin	4/5/2010	Federal (NSP)	City	315-22-074	\$1,335	\$9,250	\$10,585.00	HEZ	Sold to local urban farmer (Annabel Khoury)
	1482 W. 117th	8/9/2010	Federal (NSP)	City	315-14-002	\$1,200	\$9,200	\$10,400.00	Midtown	City owns
	13736 Madison	10/4/2010	Federal (NSP)	City	315-03-031	\$22,850	\$72,541	\$95,391.00	HEZ	City owns
2011	1468 W. 117th	1/27/2011	Federal (NSP)	City	315-13-103	no asbestos	\$10,000	\$10,000.00	Lightning	Landbank funded with NSP 2/City owns
	1297 Cranford	5/24/2011	Federal (NSP)	City	311-32-173	Unknown	\$30,750	\$30,750.00	Johnson	Lot consolidated and sold to new owner of 1301 Cranford
	1635 Hopkins	10/31/2011	General Funds	City	315-15-031	\$8,775	\$29,555	\$38,330.00	HEZ	Nuisance demo - City does not own
	1280 Clifton Prado	11/2/2011	Federal (CDBG)	City	312-29-107	\$3,498	\$12,500	\$15,998.00	Lightning	Sold at state forfeiture to east side buyer
	1252 Westlake	12/19/2011	Federal (NSP)	City	311-29-066	\$4,000	\$8,249	\$12,249.00	HEZ	Nuisance demo - City does not own
	1369 Westlake	12/22/2011	Federal (CDBG)	City	311-30-127	\$27,045	\$9,500	\$36,545.00	HEZ	Nuisance demo - City does not own
	2145 Halstead	12/27/2011	General Funds	City	315-22-006	\$900	\$8,975	\$9,875.00	HEZ	Transferred from bank to adjacent property owner
#	11900 Madison	7/19/2012	General Funds	City	315-15-025	Unknown	\$8,900	\$8,900.00	HEZ	City owns
# 2013	1214 Gladys	4/17/2013	General Funds	City	312-13-054	--	--	\$15,000.00	HEZ	Nuisance demo - City does not own; County Tax foreclosure requested by City
	1578 Coutant	6/3/2014	CDBG	City	315-15-082	\$1,125.00	\$15,374.00	\$16,499.00	HEZ	Nuisance demo - City does not own
								\$364,835.00		

**Current status – Work already completed by City**

- Demolished canopy on Hilliard side of building due to structural instability
- Fenced off site
- EA Group conducted asbestos survey
  - Pre-Demolition Hazardous Materials Survey
  - Created Specification for Removal of Hazardous Materials
  - Form of Proposal (Draft)
- Obtained proposal from Makovich & Pusti for Architectural Services: Building Demo/Site Restoration
  - Programming, Schematic Design, Create Construction Documents, Prepare drawings and specifications setting forth the requirements of the project in detail, handle Bidding/Negotiation, Attend and conduct a pre-bid meeting and walk-thru of project area, Attend bid opening and tabulation meeting with Owner's representative
- Obtained quotes for land survey

**Next steps (to be completed in 2015):**

- Bid for asbestos removal, and select contractor
- Gain Lakewood Board of Control approval
- Execute asbestos abatement of buildings
- Execute professional services contract with Makovich & Pusti for demolition design, and project management
- Bid for demolition, and select contractor
- Gain Lakewood Board of Control approval
- Demolish structures
- Begin maintenance at both properties

**VII. Describe how the proposed demolitions are designed to assist in carrying out a plan developed by the applicant to improve housing quality or strengthen the housing market in the applicant's municipality.**

*To expedite review, please limit your response to no more than one page.*

The demolition of these two buildings will assist in stabilizing and strengthening the commercial and residential areas surrounding both buildings. It's permanent removal is supported by the city's infrastructure improvement strategy on Madison Avenue, the Community Vision and Lakewood's housing strategy, Housing Forward.

In 2014, the city began infrastructure improvements on Madison Avenue, including a water line replacement, and the renovation of the skatehouse and public parking lot at Madison Park. In 2015, street resurfacing, and the installation of new traffic signals will commence, bringing the value of public improvements to \$6M over two years on Madison Avenue. Lakewood's public dollars, in concurrence with private investment in Madison Avenue commercial buildings, will together help bring ideas and plans formed by the community to realization.

In addition to the infrastructure improvement plan, Lakewood's Community Vision provides support to this application. The Vision, adopted by City Council in January 2012, is an expression of where we stand as a community and where we hope to be in the future. It is organized into six focus areas or themes including Commercial Development, Housing, Community Wellness, Education & Culture, Mobility, and Safety. In the Commercial Development focus area the following excerpts provide support to the proposed demolition of the two blighted structures identified above:

*Vision Statement - Achieve sustainable development practices to ensure long term viability of our commercial corridors.*

*Objective - Strengthen economic development efforts to further support Madison Avenue.*

Additionally, the Housing focus area explains:

*Vision Statement - Protect and enhance the quality and character of our residential neighborhoods.*

*Goal - Develop a culture of informed and responsible action by all property owners and tenants.*

Lastly, Lakewood adopted and implemented its housing strategy, Housing Forward, in 2012 to (1) preserve housing quality through proactive code enforcement, to (2) educate all Lakewood property owners about long term property maintenance, and to (3) connect owners to resources to address building issues. Our commitment to working with property owners to strengthen the housing stock extends beyond residential neighborhoods into our commercial corridors. It's this comprehensive property maintenance strategy that will preserve existing building stock and cultivate new development opportunities, including the site described above.

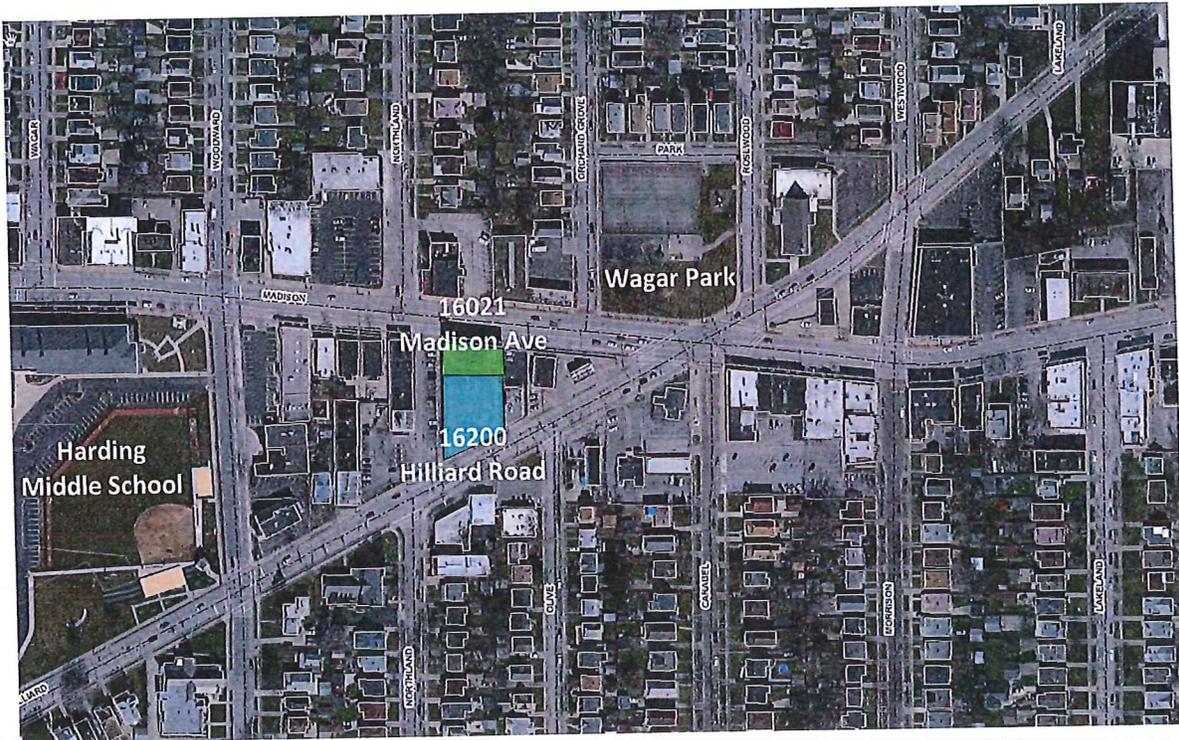
**VIII. Attach a “PDF” format report from the County’s online demolition reporting system, listing all structures proposed for demolition with the following information for each structure:**

1. Structure Address – If multiple addresses are assigned, choose any one address
2. Permanent Parcel Number
3. Type of structure – Use County Fiscal Office codes, correct the code if necessary
4. Which target area or neighborhood typology area contains the structure, if any
5. Date structure was certified as vacant
6. Date structure was certified as abandoned
7. Date structure was certified as a nuisance, if applicable
8. Date structure was certified as blighted, if applicable
9. Date property containing the structure was acquired by the community, if applicable
10. Estimated cost of demolition based on best currently available information
11. Source of funds for any estimated cost over \$100,000 per structure

***All information on this page must be entered into the County’s online demolition reporting system, before submitting this application to the County.***

## IX. Required Additional Attachments:

- Attach one map for each target area or neighborhood typological priority area showing the boundaries of the area, and identifying the location of all known vacant, abandoned and blighted or nuisance structures, and the location of all currently vacant land from previous demolitions, within each area.



- Attach a signed and dated certification that each structure proposed for demolition is:
  - Vacant
  - Abandoned
  - Nuisance or Blighted

These certifications may be combined in one document, or may be attached as separate documents. "Vacant" and "Abandoned" status are defined by the community according to its own procedures. "Nuisance" and "Blighted" are terms defined by state law. Certification of "nuisance" or "blighted" status for purposes of this funding application does not require that all legal proceedings are completed.

- Attach one copy of your community's nuisance abatement ordinance or other legal authority that provides the authority to demolish all identified structures not already owned by your community.



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107

MAIN (216) 529-6270  
FAX (216) 629-5930

housing.building@lakewoodoh.net  
www.onelakewood.com

September 30, 2013

ROBERT W. DOBUSH  
16021 MADISON AVE., APT # 8  
LAKEWOOD, OH 44107-5631

**YOU HAVE BEEN IDENTIFIED AS A POSSIBLE OWNER, LIENHOLDER OR INTERESTED PARTY IN THE PROPERTY KNOWN AS THE HILLIARD THEATER, 16009-21 MADISON AVENUE, 16600-02 HILLIARD ROAD, LAKEWOOD, OH 44107; PARCEL #313-14-007**

Per Sections 1306.521 and 1306.522 of the Lakewood Codified Ordinances, the building structure at this location has been **Declared a Public Nuisance**. Copies of the ordinances are enclosed for your review.

This letter serves as written notice of our **Intent to Repair or Demolish** under the above stated ordinances, and specifically pursuant to Lakewood Codified Ordinance 1306.522(f).

Due to repeated inspections of the property and/or court appearances, or whereby the owner failed, neglected, or refused to comply with previous correction notice(s), this structure has been deemed unsafe to occupy, is vacant, or constitutes a fire and/or safety hazard by reason of the fact that the structure is injurious to or a menace to the public health, safety or welfare; is structurally unsafe, unsanitary or not provided with adequate safe egress; is a fire hazard; is otherwise dangerous to human life or injurious to the public; in relation to existing use, is a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment; and due to its advanced state of dilapidation, substantial fire damage or structural infirmity, the structure is an immediate hazard to human life or health. More specifically, the property is in a general state of disrepair and neglect. The theater is not habitable. Parapet and other stonework is in danger of falling from the building onto surrounding sidewalks. Numerous failures of the roof and supporting structure portend further degradation of the building. Roofing material has and will continue to become dislodged and sent airborne to surrounding properties. The open nature of the theater structure and accumulation of organic debris create conditions favorable to propagation of noxious microorganisms. Airborne release of this and other potentially toxic material contained within

the structure pose a health risk to the surrounding area. See the enclosed correction notices for support of these findings.

Pursuant to Section 1306.522(d), the undersigned require that the residential apartments and commercial storefronts within the structure be vacated, and not be reoccupied or used, until the following specific repairs and improvements are completed, inspected, and approved by the undersigned Commissioner: the theater and arcade roof must be stabilized, and debris must be removed from the interior.

Under Section 1306.522(e)(1), the owner, agent or person in control of a public nuisance structure shall have a **Right to Appeal** this order to the Lakewood Board of Building Standards and Building Appeals **within ten (10) days of the service of this notice** and the Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal. Under Ohio Revised Code 119.13, a party or affected person may be represented by an attorney.

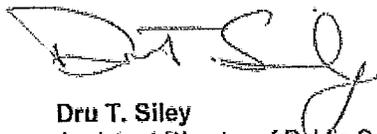
Contact this office at 12650 Detroit Ave., Lakewood, Ohio between the hours of 8AM-4:30PM, Monday through Friday, should you wish to file a written appeal.

Unless the public nuisance is brought into compliance by the manners outlined, the City may proceed with abatement, including demolition, no sooner than October 17, 2013.

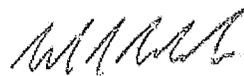
Abatement of the nuisance structure can be achieved by correction of the violations to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code, and Ohio Administrative Code, including the Ohio Fire Code, or by demolition and removal of the public nuisance structure.

Should the owner not abate the nuisance within the required time, the Commissioner or designee may take the appropriate action to repair or remove the nuisance structure, including demolition. Costs of the abatement are the responsibility of the property owner(s) and will be collected by the City per the ordinance provisions.

**FAILURE TO ABATE THE NUISANCE PER THIS NOTICE COULD RESULT IN PROSECUTIVE ACTION OR OTHER PENALTY AS PROVIDED BY LAW.**



**Dru T. Siley**  
Assistant Director of Public Safety  
City of Lakewood



**Michael J. Molinski**  
Assistant Building Commissioner  
City of Lakewood

Attachments:

- Lakewood Codified Ordinances Sections 1306.521 and 1306.522
- Correction Notice dated September 26, 2013
- Fire Dept. Notice dated September 25, 2013
- Cuyahoga County Dist. Board of Health report dated N/A

CC: File Copy; Law Dept.; Planning & Development Dept.  
Cuyahoga County Fiscal Officer, 1219 Ontario Street, Cleveland, OH 44113  
Cuyahoga County Treasurer, 1219 Ontario Street, Cleveland, OH 44113 (certified mail)  
Ross Keller, Italian Creations, 16104 Hilliard Road, Lakewood, OH 44107 (certified mail)  
Carmen Trunkett, 4425 SW 2nd Ave., Cape Coral, FL 33914-5919 (certified mail)  
Gene Summa, 2715 W. Pleasant Valley, Cleveland, OH 44134-6503 (certified mail)  
Mary Dobush, 126 S. Main Street, Wellington, OH 44090-1344 (certified mail)  
James Wood or Victoria Wright or Tenant, 16021 Madison Ave. Apt. 2, Lakewood, OH  
44107 (certified mail)  
Ryan Fernandez or Tenant, 16021 Madison Ave. Apt. 4, Lakewood, OH 44107 (certified  
mail)  
Mike Hudak or Tenant, 16021 Madison Ave. Apt. 5, Lakewood, OH 44107 (certified mail)  
Jeff Morin or Tenant, 16021 Madison Ave. Apt. 6, Lakewood, OH 44107 (certified mail)

**1306.521 PUBLIC NUISANCE BUILDINGS AND STRUCTURES; REPAIR OR DEMOLITION THEREOF.**

(a) Public Nuisance Structures Defined. For the purposes of this Building Code "public nuisance structures" are hereby defined as those buildings or structures that are any of the following:

- (1) Injurious to or a menace to the public health, safety or welfare;
- (2) Structurally unsafe, unsanitary or not provided with adequate safe egress;
- (3) A fire hazard;
- (4) Vacant and open to public entry;
- (5) Otherwise dangerous to human life or injurious to the public; or
- (6) In relation to existing use, a hazard to the public health, safety or welfare by reason of inadequate maintenance, disrepair, disrepair, obsolescence or abandonment.

(b) Unsafe Structures.

(1) For the purposes of this Building Code those buildings or structures that meet the definition of public nuisance structures are declared to be "unsafe structures" as well.

(2) All unsafe structures or conditions as defined in other parts of the code are likewise declared to be public nuisance structures under this code section.

(c) Per Se Public Nuisance Structures. Vacant and unsafe structures in which utility services have not been shut off are declared to be a public nuisance because of the risk of harm from explosion, accidental fire or flooding.

**1306.522 DECLARATION OF PUBLIC NUISANCE; REPAIR OR DEMOLITION OF UNSAFE STRUCTURES AND EXTERIOR PROPERTY NUISANCES; VIOLATIONS AND REMEDIAL NOTICES; APPEALS PROCESS; COST RECOVERY.**

(a) Declaration of Public Nuisance. All public nuisance structures are declared to be public nuisances. The public nuisance shall be abated by correction of the violations to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or by demolition.

(b) Examination and Certification.

(1) The Building Commissioner, Assistant Building Commissioner or his or her designee for the purposes of this section, the "Commissioner" is authorized to examine or cause to be examined every building or other structure reported to be unsafe or damaged or injurious to or a menace to the public, and shall make a written record of the examination.

(2) The Commissioner may designate as a public nuisance structure any structures or conditions, or any portion thereof, found to be unsafe under the criteria established in Section 1306.521.

(3) The Commissioner may also declare that a public nuisance structure which, due to its advanced state of disrepair, substantial fire damage or structural infirmity, is an immediate hazard to human life or health, may only be abated by immediate repair and rehabilitation to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code, and Ohio Administrative Code, including the Ohio Fire Code, or by demolition.

(4) Whenever the Commissioner finds a vacant structure open to entry at doors, windows or other points accessible to the general public, the Commissioner may cause the structure to be secured at these points of entry. The Commissioner shall be authorized at any time to enter the premises to secure the structure in order to lessen the severity of the

public nuisance. In securing the structure, the Commissioner may call any department, division or bureau of the City for whatever assistance may be necessary, or may, by private contract, secure such structure, and may notify any public utility to shut off service to the property.

(c) Notice of Violation

(1) Whenever the Commissioner finds a building, structure or a portion thereof to be unsafe, and determines it or the property on which it is located to be a public nuisance structure, the Commissioner shall forward by certified mail to the owner, agent or person in control of the public nuisance structure and to any mortgagee of record a written notice of violation stating the defects in the building or structure. The notice of violation shall require the owner to abate the nuisance condition of the public nuisance structure by correction of the violations and effects to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or by demolition and removal of the public nuisance structure or a portion thereof within a stated time. The notice also shall state that if the nuisance is not abated within the required time, the Commissioner may take appropriate action to repair, remove or otherwise abate the public nuisance structure, and that the owner, agent or person in control shall be responsible for the costs. The handing of the violation notice to the owner, agent or person in control of the public nuisance structure or a portion thereof shall be deemed actual notice, and is legal and valid service, and no other form of service is necessary.

(2) If the person to whom the notice and order is addressed is not found after a reasonable and diligent search, then the notice and order shall be sent by certified mail to his or her mailing address, if available, as indicated on the County tax duplicate, and a copy of the notice shall be posted in a conspicuous place on the premises to which it relates. The mailing and posting shall be deemed legal service of the notice.

(3) An owner, agent or person in control of the public nuisance structure, a mortgagee of record, or a lien-holder of record who has received a notice of violation or a notice to make corrections to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code including the Ohio Fire Code, or to demolish and remove, as provided for in this section, shall inform prospective purchasers, vendees, grantees, assignees, lessees, or bond contractees of the notice of violation or the notice to make corrections, or to demolish and remove. No person shall transfer to a vendee, grantee, assignee, lessee, bond contractee or any other person any interest in a public nuisance structure after receiving a notice of violation to make corrections, or to demolish and remove the same, without first providing the transferee with a copy of the notice.

(4) No person, agent, firm or corporation shall sell, by land contract or otherwise, any interest in any public nuisance structure without furnishing the buyer, prior to the sale, a copy of any outstanding notice or order from the City, including any notice of violation or any outstanding notice to make corrections to the minimum standards of the Codified Ordinances of Lakewood, Ohio, the Revised Code and the Ohio Administrative Code, including the Ohio Fire Code, or any outstanding notice to demolish and remove. No buyer or grantee, by land contract or otherwise, shall obtain any interest in any public nuisance structure without obtaining from the seller, prior to sale, the documents described above.

(5) No person, agent, firm or corporation acting in the capacity of an escrow agent in any real estate transaction involving the sale of a public nuisance structure in the City, shall disburse any funds unless the provisions of this section have been met.

(6) Any buyer or grantee, by land contract or otherwise, of a public nuisance structure, shall begin at the date of transfer to comply with any notice or order obtained or to be obtained under this paragraph and, within ten (10) days of the date of transfer, shall notify the Commissioner, in writing, of the actions that will be taken to comply. The Commissioner may then establish a reasonable time to comply.

(d) Vacating Buildings and Prohibiting Use: The Commissioner may also require in the notice issued under subsection (c)(1) of this section

that the public nuisance structure or a portion thereof be vacated, not be reoccupied, or used until the specified repairs and improvements are completed, inspected, and approved by the Commissioner.

The Commissioner may cause to be posted at each entrance to the public nuisance structure a notice as follows:

**"THIS STRUCTURE IS IN A DANGEROUS CONDITION AND HAS BEEN CONDEMNED AND ITS USE HAS BEEN PROHIBITED BY THE BUILDING COMMISSIONER"**

The notice shall remain posted until the required corrections are made, or until demolition is completed. No person shall remove the notice without written permission of the Commissioner, nor shall any person use or enter the public nuisance structure, except for the purpose of making the required corrections, or effectively boarding, or demolishing the public nuisance structure.

(e) Right to Appeal.

(1) Board of Building Standards and Building Appeals

A. The owner, agent or person in control of a public nuisance structure shall have a right to appeal to the Board of Building Standards and Building Appeals from the notice and decision of the Commissioner as provided in this section within ten (10) days of the service of the Commissioner's notice.

B. The Board of Building Standards and Building Appeals shall hold and conduct a public hearing within twenty (20) days of the receipt of the notice of appeal.

C. In any such appeal, the City must show by preponderance of the evidence the existence of the condition or defects that are noted in the Commissioner's notice.

D. The Board of Building Standards and Building Appeals, upon hearing all the facts and evidence, shall make a determination as to whether the City has met its burden to show the existence of the condition or defects in the Commissioner's notice.

E. If the Board of Building Standards and Building Appeals makes a determination that the City has met its burden, then the decision of the Board shall become a final order.

F. The Board shall publish its decision and serve notice by certified mail to the owner, agent or person in control of the public nuisance structure or portion thereof and to any mortgagee of record.

G. Any notice served by the Commissioner shall automatically become a final order if a written notice of appeal before the Board is not filed in the office of the Board within the time set forth above.

(2) Appeal to court of competent jurisdiction. Notwithstanding any provisions contained herein, the owner or person in control of the structure shall have the right to appeal the decision and order of the Board to a court of competent jurisdiction. In the absence of an appeal, all actions taken shall constitute a valid exercise of the police powers of the City of Lakewood.

(f) Noncompliance with Notice.

(1) Commissioner authorized to abate, demolish, remove. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, the Commissioner may take appropriate action to abate, demolish or remove the public nuisance structure or portion thereof or to abate or remove any condition constituting the nuisance.

(2) Action by Director of Law. The Commissioner may advise the Director of Law of the facts in the case, who may institute appropriate action in court to cause correction of the violations and defects, or demolition and removal, or effective boarding of the building or structure pending rehabilitation.

(3) Rehabilitation permits not a bar to Commissioner's action to abate. The securing of rehabilitation permits for the building or structure shall not in and of itself bar the Commissioner from taking action to abate the nuisance.

(4) Failure to comply with notice. In case the owner, agent or person in control fails, neglects or refuses to comply with the notice to repair or rehabilitate, or to demolish and remove a public nuisance structure or a portion thereof, or to remove or abate any other condition that is defined as a nuisance under this section, the Commissioner may take appropriate action to take repair or maintenance measures or cause utility services to be shut off or to otherwise abate the public nuisance. The Commissioner shall specifically state in writing the findings with respect to the public nuisance structure, and shall determine whether to perform repair or maintenance based on factors which may include the following: the distance of the structure from neighboring structures, the type of structure, the extent of deterioration, the likelihood of vandalism or arson, the economic likelihood of eventual complete rehabilitation of the structure, and the cost of repair or maintenance.

(5) Notice of intent to demolish. The Commissioner shall give written notice informing the owner, agent or person in control of the public nuisance structure or a portion thereof, as well as any mortgagee and lienholder of record, of the City's intention to demolish and remove the unsafe building or structure at least thirty (30) days before the intended action by the City. The notice may be effective concurrently with the violation notice.

(g) Costs.

(1) Any and all expenses or costs incurred under this section for the removal, repair, alteration, securing or boarding of a public nuisance structure or for abating any other nuisance identified under this section shall be paid by the owner of such building or structure, except when such expenses or costs are incurred with respect to a government or school building owned by a governmental entity or political subdivision and are funded by federal money.

(2) Whenever an inspection is made after the compliance date stated on a Commissioner's notice issued under this section, or after a compliance date established by a court of competent jurisdiction, which inspection is made to determine whether the violation has been remedied and the violation has not been remedied, or whenever an additional permit is obtained for work previously permitted and the original permit has expired or was appropriately voided, a fee of one hundred dollars (\$100.00) shall be charged for each inspection, except that this fee shall not apply to owner-occupied one- and two-family dwelling structures.

(3) If within thirty (30) days from the date the Commissioner sends a statement of charges and costs incurred hereunder, the owner fails to pay for the costs of removal, repair, alteration, securing or boarding or of inspections of violations that have not been remedied, the Commissioner may certify the amount to the City including collection agency fees. The City may make written return to the County Auditor of the action under this section with a statement of the charges for services, the amount paid for the performing of labor and a proper description of premises. Certification to the County Auditor is for the purpose of making expenses and costs a lien upon the lands, to be collected as other taxes and returned to the City of Lakewood.

(4) Notwithstanding the method of collection set forth in this subsection, the Director of Law may take any action necessary to collect the costs of demolition, boarding or other nuisance abatement from the owner or other responsible party.



12650 Detroit Avenue • 44107

# CORRECTION NOTICE

Building Commissioner: (216) 529-6270  
 Commercial Division: (216) 529-6278  
 Housing Division: (216) 529-6285  
 Fax: (216) 529-5930  
[www.onelakewood.com](http://www.onelakewood.com)

ROBERT DOBUSH  
 16021 MADISON AVE STE 8  
 LAKEWOOD, OH 44107

DATE: 9/26/2013  
 ZONING DISTRICT: C2  
 TYPE OF STRUCTURE:  
 AUTHORIZED OCCUPANCY:  
 PRESENT OCCUPANCY:  
 GARAGE PARKING SPACES AVAILABLE:  
 OPEN PARKING SPACES AVAILABLE:

RE: 16009 MADISON AVE

DATE OF INSPECTION: 9/17/2013  
 TYPE OF INSPECTION: Complaint – CN13-006309

CONDITIONS ON DATE OF INSPECTION:  
 TEMPERATURE ON DATE OF INSPECTION: °F

Dear Sir/Madam:

A recent inspection of the above noted property disclosed the following corrections are necessary for safe, sanitary, and proper maintenance standards as required by the Codified Ordinances of the City of Lakewood (Ord. 85-78).

The personnel of the Division of Housing and Building want to cooperate with you in keeping this city a fine place to reside. Efforts in maintaining this property are appreciated. The enforcement of Lakewood's Codes is critical to the future of the City and our department is prepared to work with you to make the following corrections.

If you have any questions on complying with the aforementioned correction(s), or if I may be of any assistance, do not hesitate to contact me. A re-inspection will occur on or about the above listed dates to verify compliance.

Property owners may qualify for financial assistance for major building corrections. Please contact the Division of Community Development at (216) 529-4663 for information about financial assistance.

This was a VISUAL INSPECTION. The city assumes no liability or responsibility for failure to report violations that may exist and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Correction Needed	Additional Information	Date to Comply
503. Provide/maintain approved heating facilities (1306.18/19)	Replace boiler access cover. Provide approved repairs to all boiler lines under storefronts.	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	16019 Madison, Sink and bsmt. water closet	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	16019, Bsmt	10/17/2013

310. Provide covers to all junction boxes (NEC 314.28(C))	16015 Madison, Bsmt.	10/17/2013
118. Repair plaster (1306.29(k))	16013 Madison, ceiling	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	16011 Madison, sink	10/17/2013
309. Seal unused openings in all boxes/panels (NEC 110.12(A))	16011, Bsmt	10/17/2013
310. Provide covers to all junction boxes (NEC 314.28(C))	16011, Bsmt	10/17/2013
317. Secure elec. equipment to surface (NEC 110.13(A))	2nd floor Apt. hall light	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 4 screens	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 4 tub faucet	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt. 3 closer, lockset	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 3 screens	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 3 bath ceiling	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 3, bath room.	10/17/2013
305. Replace broken/missing switch/receptacle covers (NEC 406.5/404.9(A))	Apt. 3 kitchen	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt 2, closer and self latch.	10/17/2013
301. Provide approved installation of elec. conductors (NEC 300.4)	Apt. 2, closet light.	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 2, bath screen.	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt 2, Secure vanity and caulk top at wall.	10/17/2013
118. Repair plaster (1306.29(k))	Apt 2, bath walls and under sink.	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	Apt. 1, Broken fuse in panel.	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Laundry	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Laundry tray faucet.	10/17/2013
303. Eliminate extension cord used as permanent wiring (NEC 400.8)	Laundry	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 5	10/17/2013

412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 5 bath room	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 5	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 5 kitchen	10/17/2013
119. Maintain walls/floors/ceiling structurally sound (1306.29(a))	Apt. 5, Kitchen	10/17/2013
118. Repair plaster (1306.29(k))	Apt. 6, Kitchen	10/17/2013
125. Maintain window(s) operable/in good repair (1306.25/29(d))	Apt. 6, screens.	10/17/2013
114. Provide/maintain fire-rated doors (1306.55)	Apt. 7, closer	10/17/2013
402. Cap unused gas line terminal(s). (G2415.12)	Apt. 7	10/17/2013
412. Maintain plumbing fixture(s) (1306.29(g)(8))	Apt. 7, bath faucet	10/17/2013
305. Replace broken/missing switch/receptacle covers (NEC 406.5/404.9(A))	Apt. 7	10/17/2013
307. Maintain receptacles/switches/fixtures (1306.22)	Apt.7	10/17/2013
118. Repair plaster (1306.29(k))	Apt. stairwell to arcade.	10/17/2013
304. Eliminate dead end wiring/exposed live parts (NEC 90.4)	Meter room panel cover	10/17/2013
119. Maintain walls/floors/ceiling structurally sound (1306.29(a))	Theater and 16202 Hilliard apartment.	10/17/2013
220. Repair/Replace roof (1306.29(c))	Structural repairs to theater and arcade. Plans and permit required.	10/17/2013
122. Remove debris from interior (1306.29(k))	Theater, arcade	10/17/2013
998. "THE OCCUPANCY OF THIS STRUCTURE CREATES A RISK OF IMMINENT HARM AND HAS BEEN VACATED. ITS OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING COMMISSIONER" (1306.74)	Theater, arcade, all apartments not currently occupied. The storefronts are permitted for Business Use, and can not be utilized as a Storage Use.	10/17/2013
212. Provide/maintain gutters/downspouts (1306.29(c))	West	10/17/2013
227. Paint exterior surfaces where weathered/peeling (1306.30(c))	West doors, gutter and downspouts.	10/17/2013

221. Maintain foundation/exterior walls (1306.29(a))	Tuck point all areas of missing mortar on exterior walls.	10/17/2013
506. Seal flue pipe at chimney (M 1801.3.2)	Boiler	10/17/2013

PER THE REQUIREMENT OF LAKEWOOD CODIFIED ORDINANCES, FAILURE TO COMPLY BY THE SPECIFIED DATES MAY RESULT IN THIS MATTER BEING REFERRED TO THE LAKEWOOD MUNICIPAL COURT POSSIBLY RESULTING IN FINES AND/OR PROSECUTION.

Prior to the start of work, permits are required for electrical, plumbing, heating, air conditioning, building, fencing, paving, and/or demolition work.

Thank you for your anticipated cooperation.

**David A. Kulcsar**  
**Building Inspector**  
**Phone: (216) 529-6689**  
**E-Mail Address: David.Kulcsar@lakewoodoh.net**  
**CC:**



SCOTT K. GILMAN  
FIRE CHIEF

Lakewood Fire Department • 14601 Madison Avenue • Lakewood, Ohio 44107  
Fire Chief 216-529-6655 • Fire Marshal Tim Dunphy 216-529-6660 • Fire Inspector Mike Matwijiw 216-529-6665  
Administrative Office 216-529-6655 Fax 216-226-9863 • www.ond.lakewood.com

September 25, 2013  
Mr. Robert Dobush  
16021 Madison Avenue  
Lakewood, Ohio 44107

Robert,

On September 17, 2013 a fire safety inspection was conducted at the following locations listed: 16011, 16013, 16015, 16019, 16021 Madison Avenue, 16200, 16202 Hilliard. At that time the following items that need correction were noted.

1. **16200 Hilliard Theater, 16202 store front and apartment:** This structure shall be considered an unsafe structure. 1301-7-7-01(J) (1) 110.1
2. **All locations listed above:** Remove all electrical extension cords being used as permanent wiring. OFC 1301-7-7-06 (E)605- (5) 605.5
3. **All Locations listed above:** Repair all fire separations throughout the entire facility. 1301-7-7-07 (C) (1) 703.1
4. **16021 Madison:** All apartment doors must be capable of opening fully and fully closing automatically 1301-7-7- 07 (C) (2)(c) 703.2.3
5. **16021 Madison:** Remove all combustible storage from all of the vacant apartments. 1301-7-7-03 (O) 315
6. **16011, 16013, 16015, 16019 Madison Avenue:** Remove all miscellaneous combustible storage 1301-7-7-03 (O) 315
7. **16011, 16013, 16015, 16019 Madison Avenue:** Fire extinguishers shall be test and or replaced on all floors. 1301-7-7-09 (F) (2) 906.2
8. **16011, 16013, 16015, 16019 Madison Avenue:** Install exit signs were required 1301-7-7-10 (K)[B] (1)1011.1
9. **16011, 16013, 16015, 16019 Madison Avenue:** All suits shall be equipped with proper smoke detectors and CO detectors. Lakewood Codified Ordinance LCO 1331
10. **16011, 16013, 16015, 16019 Madison Avenue:** All emergency lights shall be made operable throughout the facility 1301-7-7-10 (F) [B] (1)1006.1

All work shall be completed prior to October 17, 2013. If you have any questions please call me at 216-529-6660. This was a visual inspection. The City assumes no liability or responsibility for failure to report violations that may exist, and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Timothy P. Dunphy  
Fire Marshal

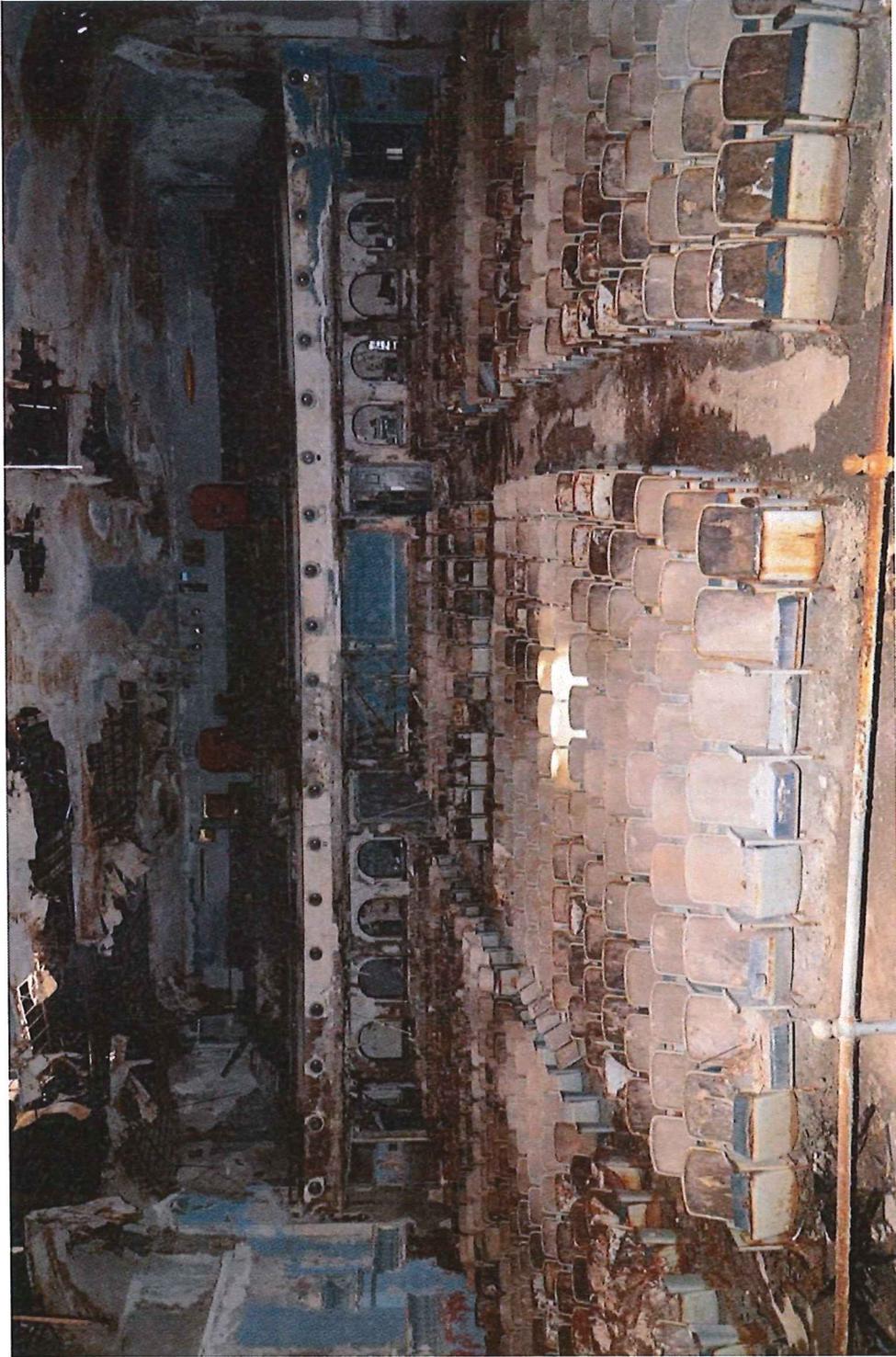
Cc: Dru Siley  
Michael Molinski  
David Kulscar

## Structure Demolition Report

Community: Lakewood  
 Submit Date: Not Submitted

Parcel #	Address	City	Zip Code	Structure Type	Target #	Vacant Date	Abandoned Date	Relinquish Date	Blighted Date	Acquired Date	Estimated Cost	Fund Source
31314007	16021 MADISON AVE (across)	LAKEWOOD	44107	Commercial		06/28/2014	10/17/2013	10/17/2013			\$450,000.00	City of Lakewood City of Lakewood City of Lakewood
31314007	16021 MADISON AVE (rear)	LAKEWOOD	44107	Commercial		06/28/2014	10/17/2013	10/17/2013			\$450,000.00	City of Lakewood City of Lakewood City of Lakewood

16200-16202 Hilliard Road  
Images taken September 2013













**DEMOLITION PROGRAM COOPERATIVE AGREEMENT**  
**(MUNICIPALITY)**

THIS DEMOLITION PROGRAM COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of May 1, 2015 ("Effective Date") by and between the County of Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and the City of Lakewood, Ohio (the "Municipality"). The County and the Municipality are collectively referred to as the "Parties."

**RECITALS**

WHEREAS, pursuant to Ordinance No. O2014-0014 (the "Ordinance"), the County Council of Cuyahoga County, Ohio established, as set forth in Chapter 807 of the Cuyahoga County Code, the Cuyahoga County Property Demolition Program (the "Program") to eliminate vacant, abandoned and nuisance or blighted properties in the County;

WHEREAS, the Municipality has identified structures, a target area or properties needing demolition (collectively, the "Properties"), has exercised, or will exercise during the term of this Agreement, its powers and/or legal authority to demolish the Properties on its own or pursuant to an agreement with Cuyahoga County Land Reutilization Corporation (the "Land Bank") or other approved third party demolition administrator;

WHEREAS, the County is authorized, pursuant to Section 307.15 of the Ohio Revised Code, to exercise any power, perform any function, or render any service, on behalf of a contracting municipality or its legislative authority, that such municipality or legislative authority may exercise, perform, or render; and the Municipality is authorized, pursuant to Section 715.02 of the Ohio Revised Code, to enter into an agreement for the joint exercise of any power conferred on municipal corporations or other political subdivisions by the constitution or laws of the State of Ohio;

WHEREAS, pursuant to the Program, the Municipality has submitted an application for a grant from the Cuyahoga County Property Demolition Fund (the "Fund") to pay for costs of demolition that the City is authorized to incur, and the County has awarded the Municipality a grant from the Fund in the amount not to exceed \$200,000.00 to reimburse the Municipality for the costs of demolition and other approved expenses under the Program; and

WHEREAS, the Parties are desirous of entering into this Agreement to govern their respective obligations under the Program with respect to the grant;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

## AGREEMENT

### 1. ACCURACY OF RECITALS; DEFINED TERMS.

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made a part of this Agreement. Capitalized terms used, but not defined, herein shall have the meanings as set forth in the Ordinance.

### 2. CONFIRMATION OF AWARD.

The Municipality has applied for, and the County has awarded the Municipality, a grant from the Fund, under the 1st round of the Program, in the amount of \$200,000.00 to be administered by the City of Lakewood (the "Award"). The Award shall be disbursed to the Municipality or the Land Bank, as appropriate, as work is completed and costs are documented as set forth in this Agreement.

### 3. CONDITIONS.

The obligations of the County under this Agreement are subject to the satisfaction of the following conditions, which conditions may only be waived by the County (in the County's sole discretion and in writing), for whose sole benefit such conditions exist:

3.1 The County, through its Department of Development, has reviewed the Municipality's application for an Award from the Fund and has determined that it meets all criteria set forth in the Ordinance, including but not limited to, the Municipality has satisfactorily identified the Properties, certified the Properties as vacant, abandoned and nuisance or blighted, and has identified a plan for redevelopment or maintenance of the Properties in furtherance of its plan to improve housing quality or strengthen the housing market in its community.

3.2 The Municipality has exercised, or will exercise during the term of this Agreement, its police powers and/or legal authority to enable the demolition of the Properties itself or pursuant to an agreement with a third party demolition administrator.

3.3 The Municipality agrees to competitively bid according to its charter, ordinances, and state law, as applicable, all demolition work to be paid for by the Municipality, and to require such competitive bidding for all demolition work to be procured and managed by a third party demolition administrator, if any, funded in whole or in part by the Award.

3.4 The Municipality shall, and/or shall cause any of its contractors, subcontractors and/or third party demolition administrators to, abide by all procedures and standards established by the Cuyahoga County Department of Development in the performance of any and all demolition and property maintenance services, including, but not limited to, obtaining appropriate permits, compliance with any and all environmental regulations, and all applicable

County ethics and procurement regulations and ordinances, including but not limited to, reporting requirements. The Municipality shall promptly correct or cause to correct the violation of any performance standards, ordinances or regulations established by the County or the Cuyahoga County Department of Development.

3.5 The Municipality agrees that no portion of its Award shall be used to pay the costs (or reimburse it for the costs) of applying for the Award or for the administration of a demolition project. Notwithstanding the foregoing, the Municipality may request and receive up to two percent (2%) of the Award to retain the Land Bank as its agent and to compensate the Land Bank for administering approved demolition projects.

3.6 The Municipality (or the Land Bank if serving as the agent of the Municipality) shall timely submit the necessary documents to the County Fiscal Office to cause a statutory lien for all demolition costs to be placed on each demolished property, unless the property is owned by the Municipality or the Land Bank or the demolition costs have already been repaid by the legal owner of the property or some other party. This lien may include additional costs incurred by the Municipality as part of its processing of the demolition, over and above those costs reimbursed by the Demolition Fund, as authorized by law. Any demolition lien payments received by the Municipality or the Land Bank shall be used by the party who recorded the statutory lien for future demolitions, not covered by the Program.

#### 4. DISBURSEMENTS OF AWARD FUNDS.

As a condition precedent to each disbursement of the Award, the Municipality shall furnish or cause to be furnished to the County the following, in form and substance satisfactory to the County: (i) certification or other evidence satisfactory to the County that services, materials and equipment have been paid for and are free of any lien or security interest (other than the lien owing to the Municipality) and that proof of actual payment is maintained on file by the Municipality (or the Land Bank if serving as the agent of the Municipality) for inspection by the County or its agents; (ii) timely and accurate reporting of the status of each property approved for demolition using the County's online reporting system, including approved properties which have not yet been demolished as of the date of the disbursement request; (iii) affirmation by the Municipality, as of the date of such disbursement request, that (a) the representations and warranties of the Municipality as set forth in this Agreement remain true and correct; (b) no default or breach that has not been cured has occurred and is then continuing under this Agreement; (c) each item for which disbursement is requested is an eligible cost or expense under the Program; and (d) no item for which disbursement is requested is the subject of a duplicative disbursement request; and (iv) such other instruments, documents and information as the County may reasonably request, including a written certification for each property demolished that the Municipality, or its third party demolition administrator, has on file all the documents and information required by the County, as set forth in its written demolition program standards, available for inspection by the County or its agents. The County shall not be required to process reimbursements more often than once each calendar month, but may choose to accept more frequent reimbursement requests in its sole discretion in the interest of administrative efficiency and timely reimbursement of substantial funding awards.

With respect to any Properties for which the Land Bank is serving as the Municipality's agent, the amount of the Award attributable to such Properties, shall be disbursed directly to the Land Bank pursuant to the agreement entered into by and between the County and the Land Bank dated May 1, 2015.

## 5. INSURANCE REQUIREMENTS.

5.1 The Municipality shall procure, maintain, and pay premiums for the following forms of insurance:

- a. Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). If Municipality has employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than: \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease. Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.
- b. Commercial General Liability Insurance with limits of liability not less than: \$1,000,000 each occurrence bodily injury & property damage; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
- c. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident; such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
- d. Demolition Liability Insurance (as part of the Commercial General Liability or as a separate policy) providing coverage for claims arising out of the provision of demolition and/or other professional services with a limit of liability not less than: \$1,000,000 per claim; \$1,000,000 aggregate. In the event that the Municipality does not carry Demolition Liability Insurance, this requirement may be satisfied as described in Section 5.2(d) of this Agreement.

## 5.2 Insurance Coverage Terms and Conditions

- a. In relation to the General Commercial liability policy, the Municipality shall name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
  - i. Thirty (30) days prior notice of cancellation, except for non-payment of premium; and
  - ii. A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County in relation to the General Commercial liability policy, except with respect to the negligence of the County.
- b. The insurance required herein shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
- c. These insurance provisions shall not affect or limit the liability of the Municipality stated elsewhere in this Agreement or as provided by law.
- d. The Municipality shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement. A Municipality may satisfy the requirement for Demolition Liability insurance described in Section 5.1(d) of this Agreement by requiring all of its subcontractors performing demolition activities to name both the Municipality and the County as additional insureds on the subcontractor's policy. Evidence of this additional insured status shall be provided to the County in the form of a Certificate of Insurance that names the Municipality and County as additional insureds before any demolition activities are commenced in connection with this Agreement.
- e. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County, but which changes must be permitted under Municipality's then current insurance policies.
- f. The Municipality shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.

- g. The Municipality shall have the right to provide the insurance required hereunder by participating in a self-insurance program with sufficient limits. Confirmation of self-insured status is required.

## 6. REPORTING REQUIREMENTS; SUBSTITUTION OF PROPERTIES; PROCEED ORDERS.

6.1 The Municipality shall update the status of each of the Properties approved for demolition using the County's online reporting system and, if required by the County shall submit to the County periodic reports, in the format required by the County, containing similar information as submitted in its disbursement requests. Each such report shall provide information detailing the progress of the Municipality's demolition activity, status of liens recorded, the total amount of Award funds received and such other information requested by the County.

6.2 Within six (6) months from the date of this Agreement, the Municipality may remove one or more Properties from the list of Properties to be demolished, and may, but is not required to, substitute other Properties within the target area(s) or neighborhood typological priority area(s) specified in its funding application and approved by the County. Substituting Properties will not increase the total amount of the Award.

6.3 The Municipality must issue Proceed Orders to its demolition contractor(s), its third party demolition administrator, or the Land Bank, as applicable, for all Properties approved for demolition or substituted as set forth in Section 6.2, within six (6) months from the Effective Date. The County may, but is not required to, notify the Municipality after six (6) months that it is no longer entitled to receive reimbursement under this Agreement for demolition of any or all Properties approved for demolition but for which Proceed Orders have not been issued within such six (6) month period. The County may reduce the Award by the amounts attributable to reimbursement for any Properties for which Proceeds Orders have not been issued within six (6) months of the Effective Date.

## 7. INDEMNIFICATION

7.1 The Municipality and the County, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Agreement or any other Agreement or agreement between County and the Municipality may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this Agreement,

7.2 Notwithstanding anything contained herein to the contrary, the Municipality agrees to require its contractors and/or subcontractors, including any third party demolition administrators, to save harmless and indemnify the County and its officials, officers, employees, agents, representatives, departments, agencies, boards, commissions, and other authorities from any and all claims and liability, caused by their negligent acts or omissions in the performance of the services under this Agreement or related to the Program.

## 8. PUBLIC RECORDS; CONFIDENTIALITY

The Parties acknowledge that the Municipality and the County are political subdivisions in the State of Ohio and as such are subject to the Ohio Revised Code and other law related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and the Municipality and any and all documents in any format or media.

## 9. REPRESENTATIONS

9.1 The Municipality represents and warrants:

- a. it has full power and authority to execute, deliver and perform this Agreement and its obligations hereunder;
- b. has exercised, or will exercise during the term of this Agreement, its police powers and/or legal authority to enable the demolition of the

Properties itself or pursuant to an agreement with a third party demolition administrator;

- c. the execution, delivery and performance, by the Municipality under this Agreement or any other provisions of the Program do not, and will not, violate any provision of law or any court order applicable to the Municipality or the Properties, and do not, and will not, conflict with or result in a default, under any agreement or instrument to which the Municipality is a party or by which it or any of its property or assets is or may be bound;
- d. it will timely submit, or ensure the Land Bank, if applicable, submits the necessary documents to the County Fiscal Office to cause a statutory lien for all demolition costs to be placed on each demolished property, unless the property is owned by the Municipality or Land Bank or the demolition costs have already been repaid by the legal owner of the property or some other party; and
- e. this Agreement has by proper action, been duly authorized, executed and delivered and constitutes the legal, valid and binding obligations of the Municipality.

9.2 The Municipality agrees, represents and warrants that with respect to any Award funds received in the form of a loan under the Program, it shall reimburse the County for the full principal amount of the loan, without interest. Upon the full repayment of the loan proceeds, the County under the Program, shall award the Municipality a grant from a revolving loan fund established by the County, in the amount of fifty percent (50%) of the loan, provided the

Municipality complies with all other provisions contained in this Agreement, with respect to the Award, including but not limited to, the reporting requirements.

9.3 The Municipality agrees, represents and warrants that it will take or cause to be taken all actions that may be required by it in connection with the Program and/or the Award to ensure that the interest on the bonds issued by the County in connection with the Fund to remain excluded from gross income for federal income tax purposes and will not take or authorize to be taken any actions that would adversely affect that exclusion.

#### 10. DEFAULT

If the Municipality breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after date of the County's written notice to the Municipality, the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any funds remaining under the Award. If the Agreement is terminated as a result of a default by the Municipality, the Municipality shall not be eligible to apply for a grant or loan under any subsequent round of the Program.

#### 11. FUTURE AWARDS

The County shall have no obligation to make another grant, or loan to the Municipality, under another round of the Program, if any. Under no circumstances shall the Municipality be eligible to apply for a grant or loan in any subsequent round of the Program unless it has satisfactorily fulfilled, in the County's sole discretion, its obligations under this Agreement including, but not limited to, issuing Proceed Orders to its demolition contractors, third party demolition administrators, or the Land Bank, as applicable, and taking all other legal actions necessary to enable demolition for at least eighty percent (80%) of the Properties, accounting for removals and substitutions as provided in Section 6.1 hereof.

#### 12. TERM OF AGREEMENT

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until October 31, 2016, unless extended by written agreement of the Parties.

#### 13. MISCELLANEOUS

13.1 This Agreement, with its exhibits (if any), contains the Parties' entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both Parties and referring to the particular provisions to be modified.

13.2 This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. The Municipality and the County agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and the Municipality and the County consent to the exclusive jurisdiction of such courts. The

Municipality agrees not to challenge this provision, and agrees not to attempt to remove any legal action related to this Agreement or any alleged breach of this Agreement outside of Cuyahoga County for any reason.

13.3 The Parties shall comply with all applicable laws, rules and regulations adopted by the County for the administration of the Demolition Program. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including but not limited to Title 4: Ethics, and Title 5: Contracts and Purchasing. The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.

13.4 The Municipality personnel may not acquire any personal interest that conflicts with the Municipality's responsibilities under this Agreement. Additionally, the Municipality will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under the Municipality's control, if such an interest would conflict with that official's or employee's duties. The Municipality will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Municipality will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

13.5 Each of the Parties authorize the other to use such Party's name in connection with any press release, any online or printed marketing materials, or for any similar use.

13.6 All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

County's address for notification is:

Cuyahoga County Department of Law  
2079 East 9th Street  
Cleveland, Ohio 44115  
Attention: Director of Law

Cuyahoga County Department of Development  
2079 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115  
Attention: Director

Municipality's address for notification is:

City of Lakewood  
12650 Detroit Avenue

Lakewood, Ohio 44107  
Attn: Bryce Sylvester

13.7 Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

13.8 The failure of either Party to require performance by the other party of any provision of this Agreement or any exhibit shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

13.9 If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

13.10. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

13.11 The Municipality may not assign this Agreement without the prior written consent of the County.

13.12 Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by both of the Parties.

13.13 Each of the Parties will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

13.14. Each of the Parties shall comply with all applicable state and federal laws regarding keeping a drug-free workplace.

13.15 Each of the Parties agrees to make all pertinent books and records and other documents pertaining to its obligations under this Agreement available to the other and its designated agents for purpose of audit and examination upon reasonable request during the term of this Agreement and for a period of two (2) years from the expiration date or final payment under this Agreement, whichever is later; provided however, that should either Party be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, copies of the aforesaid records shall be retained until the completion of said audit at which time they will be returned to such Party.

13.16 This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same

instrument.

14. NON-DISCRIMINATION

The Municipality agrees to provide the services hereunder without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon the Municipality.

15. ELECTRONIC SIGNATURE POLICY

The Municipality, its officers, employees, subcontractors, sub-grantees, agents or assigns, agree that this transaction may be conducted by electronic means and agree that all documents requiring the County's signatures and the Municipality's signatures, including this Agreement, may be executed by electronic means, and that the electronic signature affixed by either Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Municipality also agrees on behalf of the aforementioned entities and persons, to be bounded by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

[REMAINDER OF THIS PAGE IS BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been duly signed and delivered by the undersigned as of the day and year first above written.

CITY OF LAKEWOOD, OHIO

COUNTY OF CUYAHOGA, OHIO

Armond Budish, County Executive

By: \_\_\_\_\_

By: Armond Budish  
Armond Budish, County Executive

Its: \_\_\_\_\_

The legal form and correctness  
of this Contract is hereby approved:  
Law Department  
County of Cuyahoga, Ohio

Robert J. Trivetti, Director of Law

By: Lisa C. Xaverhart  
Assistant Director of Law

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Legal Form:  
Kenneth G. Serellone, Esq.  
Director of Law, City of Lakewood

**111.14 AUTHORITY TO ACCEPT INCOME OR OTHER THINGS OF VALUE.**

All income or other things of value offered to the City shall be approved by Council prior to being accepted, except that the Director of Finance shall have authority to accept the following without separate approval of Council:

- (a) All income or other things of value received under the authority of the Constitution and statutes of the State, the charter, ordinances and resolutions of the City, and general law;
- (b) Donations or awards of money, goods or services with a value of greater than five hundred dollars (\$500.00) that require no expenditure of matching funds by the City; provided that prior written notice is given to Council by publication in the docket pursuant to Section 121.15; and
- (c) Donations or awards of money, goods or services with a value of five hundred dollars (\$500.00) or less that require no expenditure of matching funds by the City.

(Ord. 37-12. Passed 9-17-2012.)

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
**City of Lakewood**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_ Municipality \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**12650 Detroit Avenue**

City, state, and ZIP code  
**Lakewood, OH 44107**

List account number(s) here (optional)

Requester's name and address (optional)

**TIN** Taxpayer Identification Number (TIN)  
 Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Employer identification number

3	4																			
---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part III** Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here      Signature of U.S. person ▶       Date ▶ **January 1, 2015**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

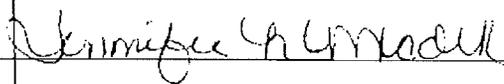
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## Principal Owner Form

*(Required Document for Award Recommendations/Purchases/Contracts)*

**VENDOR:** Please complete the following information and return it to the Cuyahoga County "Requestor"

Company Name (Legal name of the business):	City of Lakewood
Principal Owner's Name (The legal name of the owner(s) of the business):	Michael Summers
Owner/Officer's Title:	Mayor
Business Address:	12650 Detroit Avenue
Phone Number:	216-529-6630
Name of Person Completing Form:	Jen Mladek
Signature:	
Title:	Assistant Law Director

(\* If there is more than one (1) principal owner, complete information for that / those person(s) as well. If a corporation, identify the CEO, President or other officers of the Corporation representing shareholders. The document **MUST** identify an individual(s) name.

**CUYAHOGA COUNTY STAFF:**

*I certify that I have checked the Debarment/Suspension lists on the Cuyahoga County Inspector General's (IG) website and the Debarment/Suspension lists did not contain the above detailed vendor and/or principal owner.*

(Form is to be dated within 60 days from the Department approval (NOVUS and/or BuySpeed) for the current purchase.)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

IG Number: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGowan Governmental UW 20595 Lorain Road Fairview Park, OH 44126 L Mae Fulkerson	<b>CONTACT NAME:</b>		<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> City of Lakewood 12650 Detroit Avenue Lakewood, OH 44107	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Argonaut Insurance Co.		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PE-4617093	10/01/14	10/01/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		4617093	10/01/14	10/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTIONS \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Cuyahoga County and its employees are added as additional insured with respect to the insured's negligence or liability regarding their participation with the Cuyahoga County Demolition Fund Award Agreement.

<b>CERTIFICATE HOLDER</b>  Cuyahoga Co Demolition Fund c/o Department of Development 2079 East 9th St, 7th Floor Cleveland, OH 44115	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <b>L Mae Fulkerson</b>



DEPARTMENT OF PLANNING & DEVELOPMENT  
DRU SILEY, DIRECTOR

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

May 4, 2015

Lakewood City Council  
Lakewood, OH 44107

RE: Acceptance Grant from Cuyahoga County Property Demolition Program

Dear Council,

The City has received notice of an award of a \$200,000 demolition grant from the Cuyahoga County Property Demolition Program. This grant will be awarded on a reimbursement basis and requires no matching funds. The funds will be used for the demolition of the Hilliard Theater, 16201 Madison Avenue which was declared a nuisance in September, 2013.

Sincerely,

Dru Siley  
Director of Planning and Development

**July 2015 – City  
obtained asbestos  
abatement quote**



12650 Detroit Avenue • 44107 • 216/529-HOME • FAX 216/529-5907  
Website: [www.onelakewood.com](http://www.onelakewood.com)

**Department of Planning & Development**

**Date:** December 2, 2015

**To:** Board of Control

**From:** Bryce Sylvester, City Planner

**Request for Approval:** Asbestos Abatement at Hilliard Theater, 16200 Hilliard Rd & 16021 Madison Ave

**Project Number:** 152500

**Account Number:** 101-7001-461-93-02

The Planning & Development Department requests review and approval to enter into contract with Hayhoe Contracting Services for the asbestos abatement work at 16200 Hilliard and 16021 Madison Avenue, known as the Hilliard Theater property. The amount being requested is a base bid of \$493,576, and a 10% contingency of \$49,357, for a total request of \$542,933. Hayhoe Contracting Services was selected as part of the Cooperative Purchasing program with the State of Ohio.

The city has received \$200,000 in grant funding from the Cuyahoga County Demolition Program, and has an application for another \$200,000 in grant funding from the Cuyahoga County Brownfield Grant Program, which is still being evaluated and considered by the County and the EPA.

The Hilliard Theater property was deemed a public nuisance in September 2013. The asbestos abatement is the next step towards abating this property nuisance.

If you have additional questions, please do not hesitate to contact me.

Sincerely,

Bryce Sylvester, AICP  
Department Planning and Development

**February 8, 2016 –  
Correction Notice  
Issued**



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107

MAIN (216) 529-6270  
FAX (216) 529-5930

[housing.building@lakewoodoh.net](mailto:housing.building@lakewoodoh.net)  
[www.onelakewood.com](http://www.onelakewood.com)

1/29/2016

ROBERT DOBUSH  
16021 MADISON AVE APT 8  
LAKEWOOD, OH 44107

**RE: 16021 MADISON AVE**

Dear Sir/Madam:

Pursuant to Ordinance 68-97, Section 1306.49, you are hereby notified that a safety and maintenance inspection at the above captioned property will be made at **10:00am on 2/8/2016**.

The above inspection will include all exterior areas of the property.

Your presence or the presence of your authorized agent is requested but not required.

The personnel of the Building Department want to cooperate with you in keeping this city a fine place to reside. Your efforts in maintaining your property are appreciated. The enforcement of Lakewood's Housing Codes is critical to the future of our city, and our department is prepared to work with you.

If you have any questions concerning this matter or if this time is not convenient for you or your tenants, please do not hesitate to contact the undersigned at (216) 529-6293 (**24-hour voice-mail**).

Thank you for your anticipated cooperation.

Very truly yours,

**Christopher Parmelee**  
**Building Inspector**  
**(216) 529-6295**  
**Christopher.Parmelee@lakewoodoh.net**



# CORRECTION NOTICE



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107  
(216) 529-6270 • FAX (216) 529-5930  
www.onelakewood.com

ROBERT DOBUSH  
16021 MADISON AVE APT 8  
LAKEWOOD, OH 44107

DATE: **2/16/2016**  
ZONING DISTRICT: **C2**  
AUTHORIZED OCCUPANCY: **BUSINESS**  
PRESENT OCCUPANCY: **VACANT**

RE: **16021 MADISON AVE**

GARAGE PARKING SPACES AVAILABLE: **OPEN**  
OPEN PARKING SPACES AVAILABLE: **OPEN**

DATE OF INSPECTION: **2/16/2016**  
TYPE OF INSPECTION: **Exterior Inspection – CN16-013826**

CONDITIONS ON DATE OF INSPECTION: **Cloudy Snow**  
TEMPERATURE ON DATE OF INSPECTION: **22 °F**

Dear Sir/Madam:

A recent inspection of the above noted property disclosed the following corrections are necessary for safe, sanitary, and proper maintenance standards as required by the Codified Ordinances of the City of Lakewood (Ord. 85-78).

The personnel of the Division of Housing and Building want to cooperate with you in keeping this city a fine place to reside. Efforts in maintaining this property are appreciated. The enforcement of Lakewood’s Codes is critical to the future of the City and our department is prepared to work with you to make the following corrections.

If you have any questions on complying with the aforementioned correction(s), or if I may be of any assistance, do not hesitate to contact me. A re-inspection will occur on or about the above listed dates to verify compliance.

Property owners may qualify for financial assistance for major building corrections. Please contact the Division of Community Development at (216) 529-4663 for information about financial assistance.

This was a VISUAL INSPECTION. The city assumes no liability or responsibility for failure to report violations that may exist and makes no guarantee whatsoever that future violation(s) cannot or will not occur.

Correction Needed	Additional Information	Date to Comply
217. Maintain/provide doors/windows/screens (1306.25/29(d))	-MAINTAIN ENTRY DOORS THROUGHOUT -MAINTAIN GLASS IN WINDOWS, AND STOREFRONT GLASS	3/18/2016
220. Repair/Replace roof (1306.29(c))	-ROOF ENVELOPE, AND STRUCTURE HAS BEEN COMPRIMISED. SIGNIFICANT DAMAGE, AND HOLES THROUGHOUT	3/18/2016

221. Maintain foundation/exterior walls (1306.29(a))	-EXTERIOR WALLS NEED TUCK POINTED THROUGHOUT  -SANDSTONE SILLS ARE DETERIORATING AND NEED MAINTAINED  -WINDOW FRAMES NEED MAINTAINED/REPAIRED THROUGHOUT	3/18/2016
222. Maintain chimney (1306.30(a))	-TUCK POINT	3/18/2016
223. Repair/replace driveway/service walk (1306.31)	-SERVICE WALK WEST SIDE OF BUILDING	3/18/2016
246. Provide materials that match and conform (1306.30(b)(2))	-ALL REPAIRS	3/18/2016

PER THE REQUIREMENT OF LAKEWOOD CODIFIED ORDINANCES, FAILURE TO COMPLY BY THE SPECIFIED DATES MAY RESULT IN THIS MATTER BEING REFERRED TO THE LAKEWOOD MUNICIPAL COURT POSSIBLY RESULTING IN FINES AND/OR PROSECUTION.

Prior to the start of work, permits are required for electrical, plumbing, heating, air conditioning, building, fencing, paving, and/or demolition work.

Thank you for your anticipated cooperation.

**Christopher Parmelee**  
**Building Inspector**  
**(216) 529-6295**  
**Christopher.Parmelee@lakewoodoh.net**  
CC: Electronic File

JOE MEYERS  
JOSEPH.MEYERS@LAKEWOODOH.NET

**March 18, 2016 –**  
Theater declared a  
public nuisance again



DIVISION OF HOUSING AND BUILDING  
12650 DETROIT AVENUE • LAKEWOOD, OHIO 44107

MAIN (216) 529-6270  
FAX (216) 529-5930

housing.building@lakewoodoh.net  
www.onelakewood.com

March 18, 2016

ROBERT W. DOBUSH  
16021 MADISON AVE., APT # 8  
LAKEWOOD, OH 44107-5631

AND

ROBERT W. DOBUSH  
126 S. MAIN STREET  
WELLINGTON, OH 44090-1344

YOU HAVE BEEN IDENTIFIED AS A POSSIBLE OWNER, LIENHOLDER OR INTERESTED PARTY IN THE PROPERTY KNOWN AS THE HILLIARD THEATER, 16009-21 MADISON AVENUE, 16600-02 HILLIARD ROAD, LAKEWOOD, OH 44107; PARCEL #313-14-007

Per Sections 1306.521 and 1306.522 of the Lakewood Codified Ordinances, the building structure at this location has been **Declared a Public Nuisance**. Copies of the ordinances are enclosed for your review.

This letter serves as written notice of our **Intent to Repair or Demolish** under the above stated ordinances, and specifically pursuant to Lakewood Codified Ordinance 1306.522(f).

Due to repeated inspections of the property and/or court appearances, or whereby the owner failed, neglected, or refused to comply with previous correction notice(s), this structure has been deemed unsafe to occupy, is vacant, or constitutes a fire and/or safety hazard by reason of the fact that the structure is injurious to or a menace to the public health, safety or welfare; is structurally unsafe, unsanitary or not provided with adequate safe egress; in relation to existing use, is a hazard to the public health, safety or welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment. More specifically, the roof structure is visibly compromised from the street view, the interior of the property is visibly dilapidated and water soaked from view of the sidewalk windows, the masonry exterior requires major tuck pointing and restoration, the sandstone window sills are falling apart and weathered, a number of windows are cracked and falling apart, the ceil-

www.C-LineProducts.com  
Style #621027 1-888-860-9120





**Architectural Board of Review**  
*April 14, 2016*



**1219 Gladys**



**1219 Gladys**



**1219 Gladys**



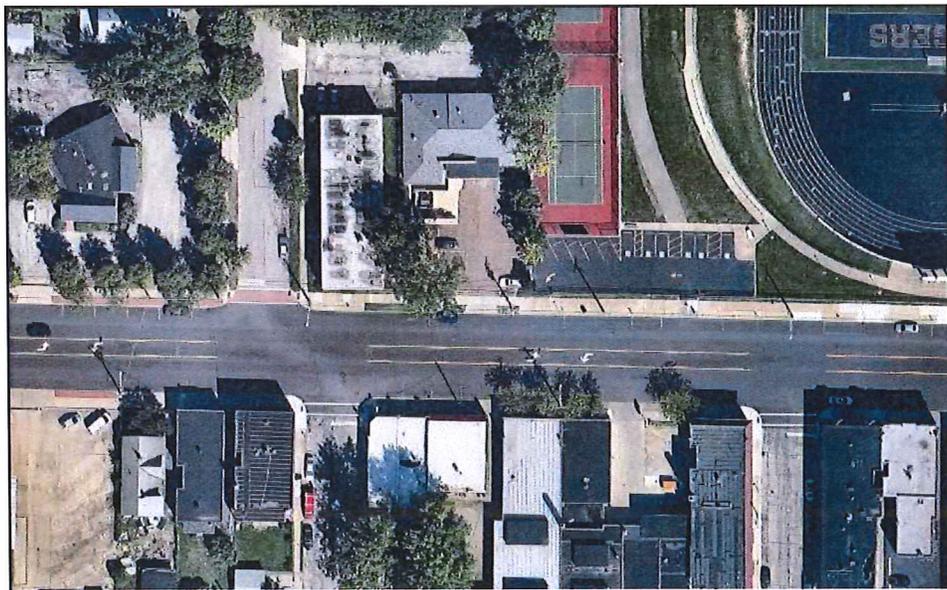
**1219 Gladys**



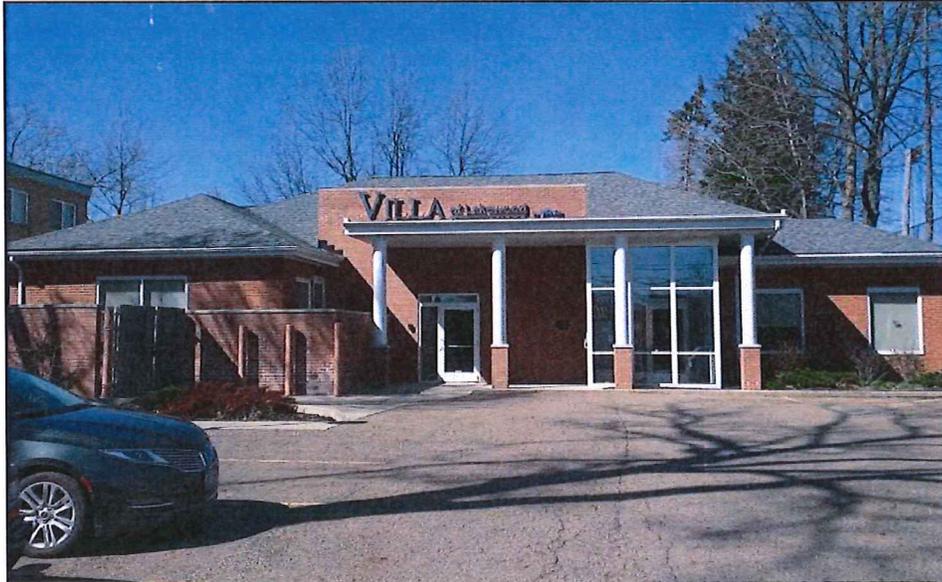
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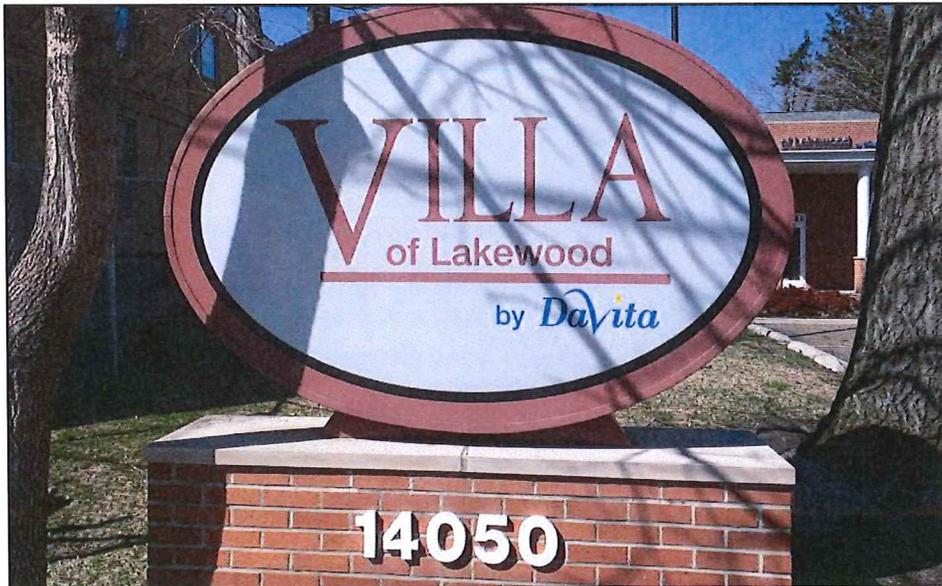
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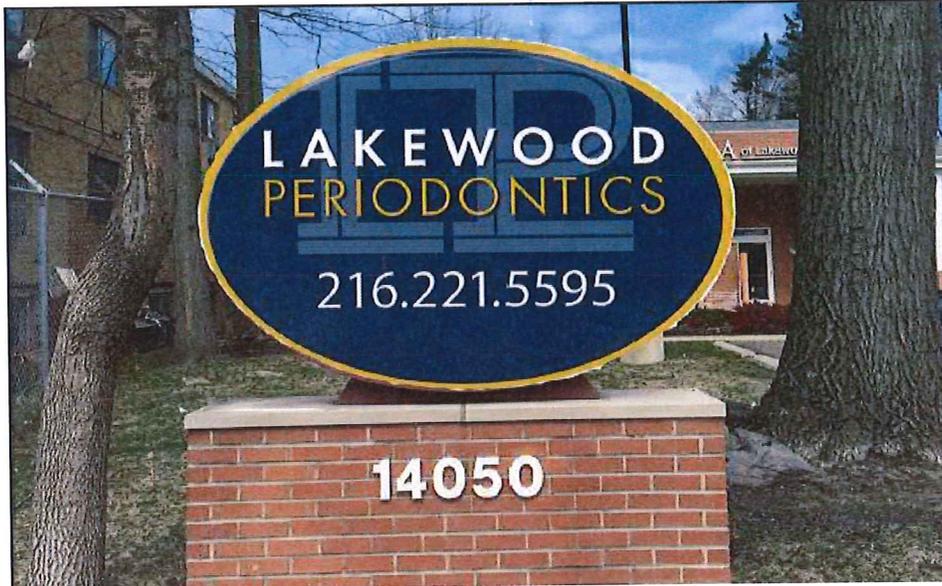
**14050 Madison**



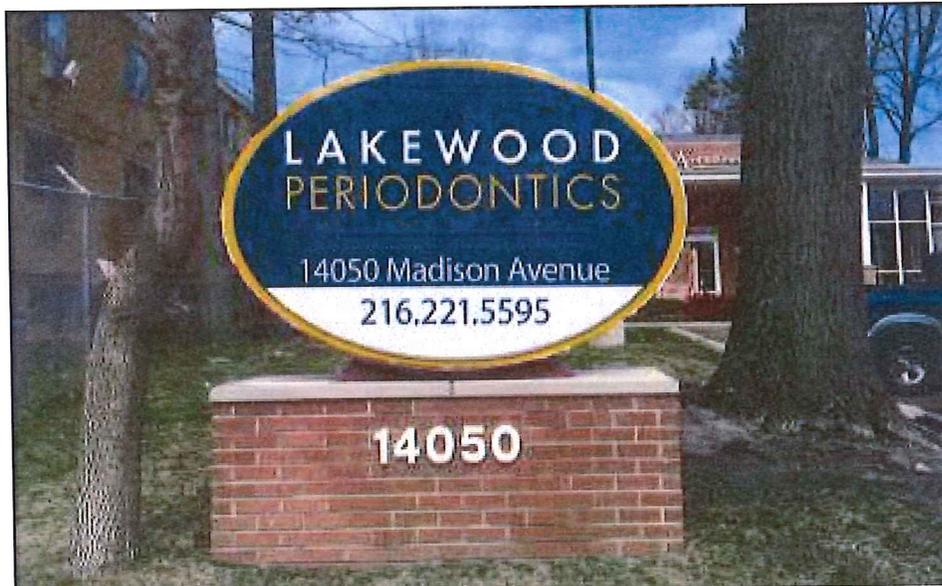
**14050 Madison**



**14050 Madison**



**14050 Madison**



**14050 Madison**

67



**LAKEWOOD  
PERIODONTICS**

14050 Madison Avenue  
216.221.5595

67

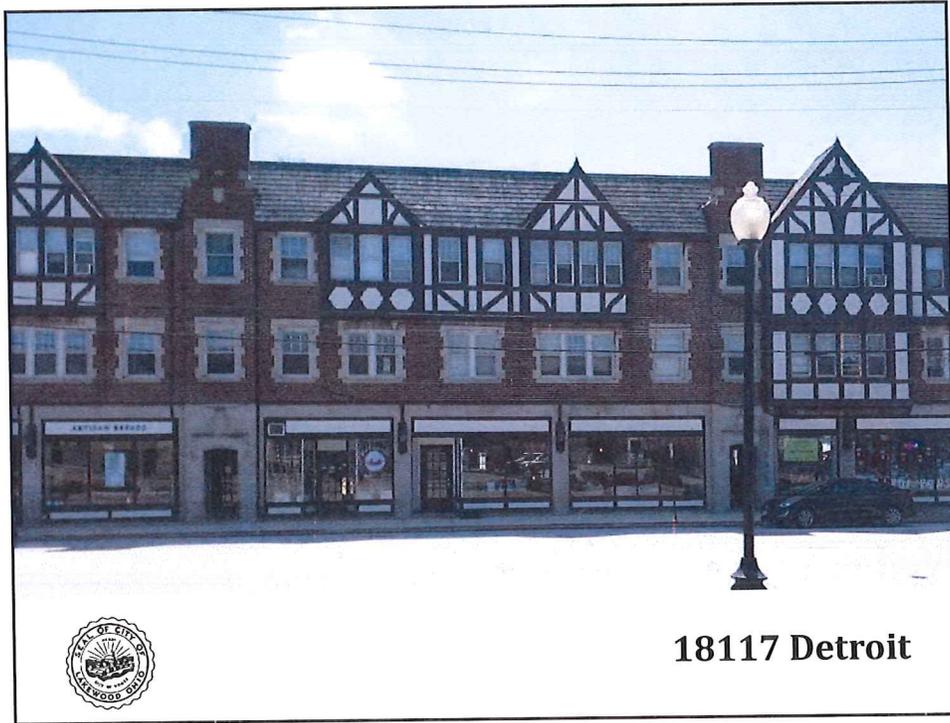


**14050 Madison**





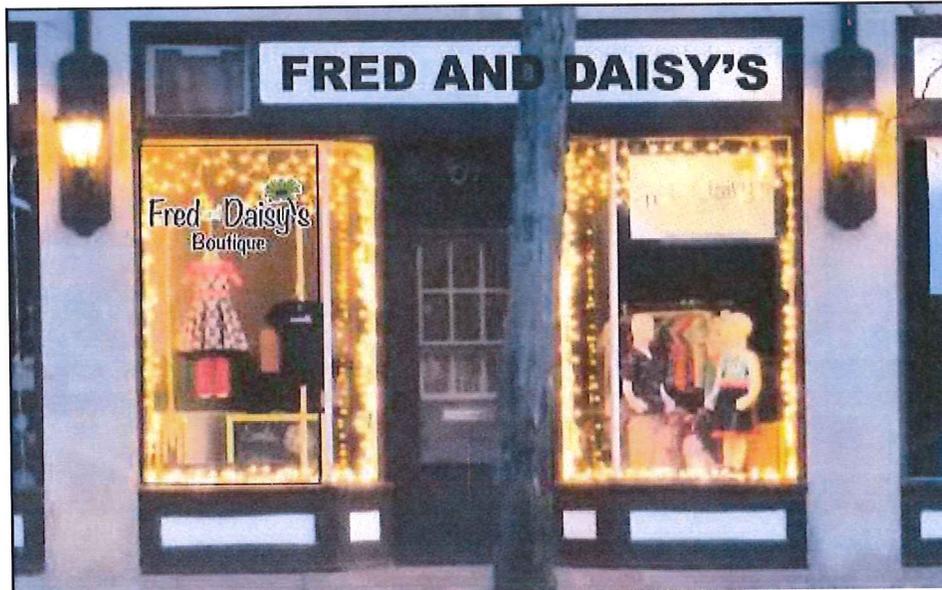
**18117 Detroit**



**18117 Detroit**



**18117 Detroit**



18117 Detroit

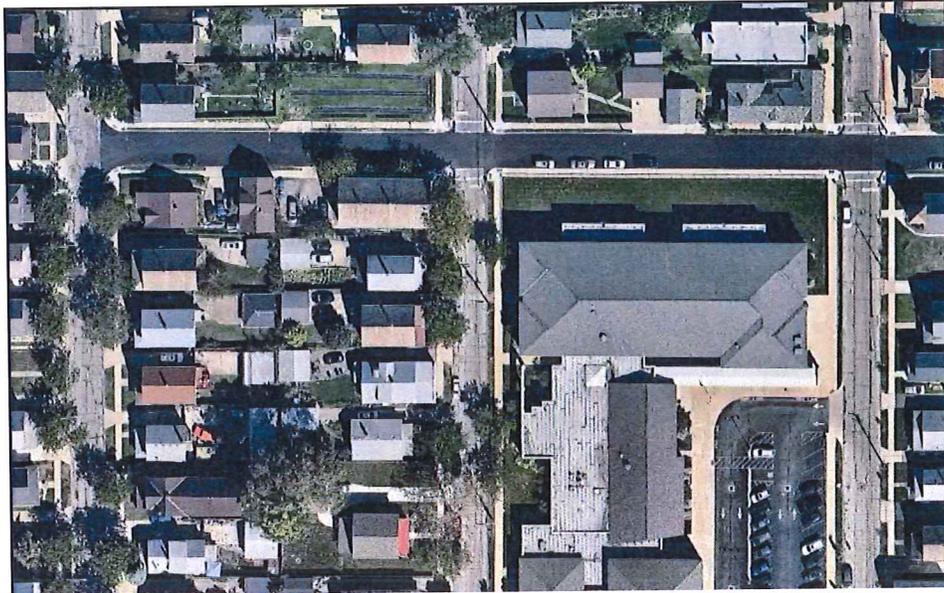
window decal  
line 1) 14" h x 38" w  
line 2) 6" x 18" 4.5 sq. ft. total

Fred and Daisy's  
Boutique

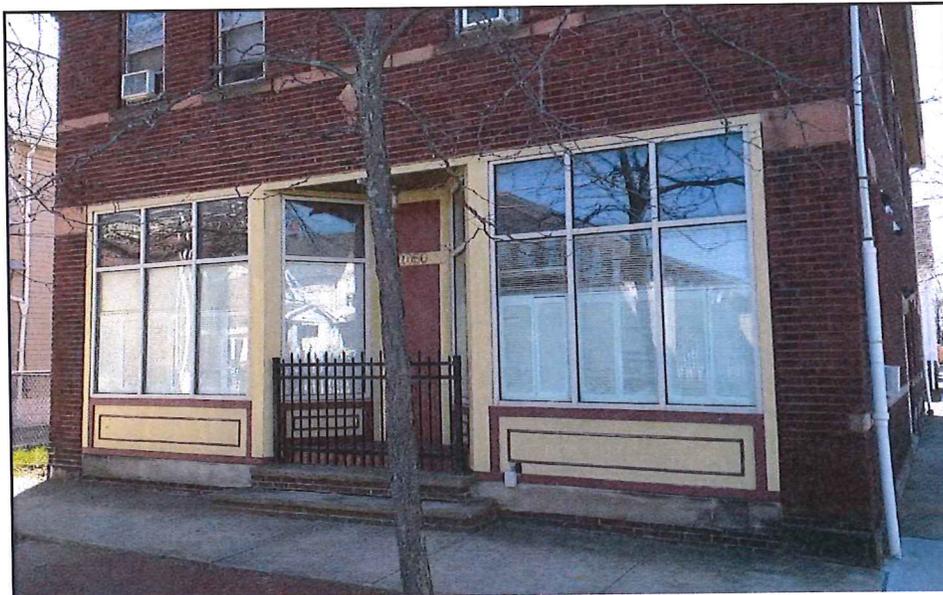
upper text cut wood letters 8" h x 110" w 9 sq. ft.  
wood letters painted



18117 Detroit



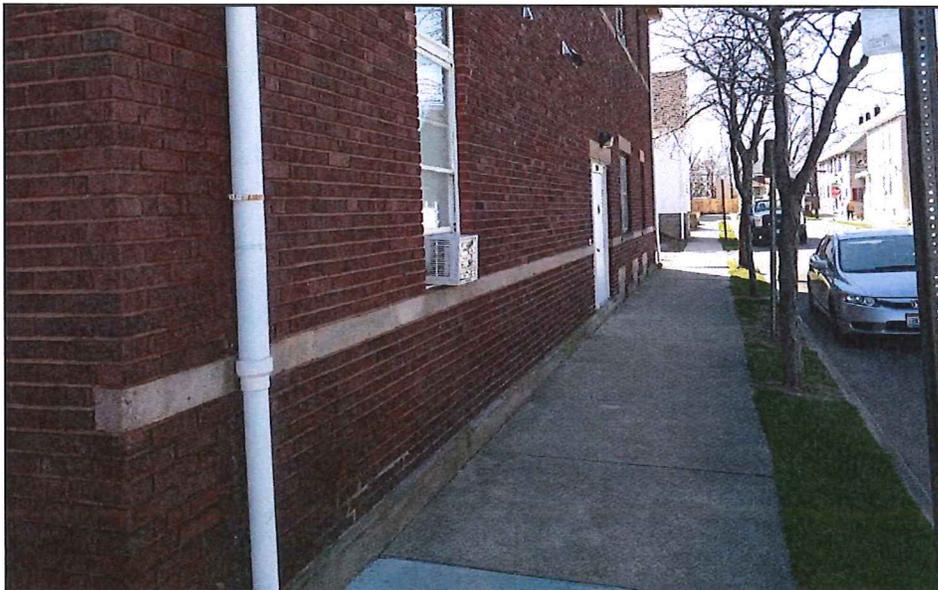
**2050 Dowd**



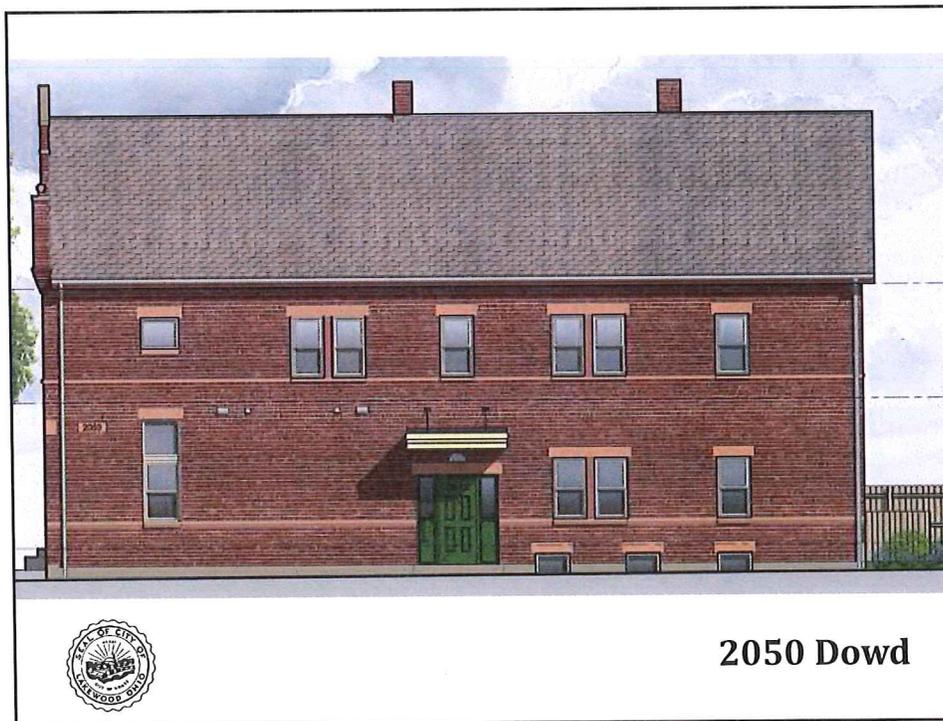
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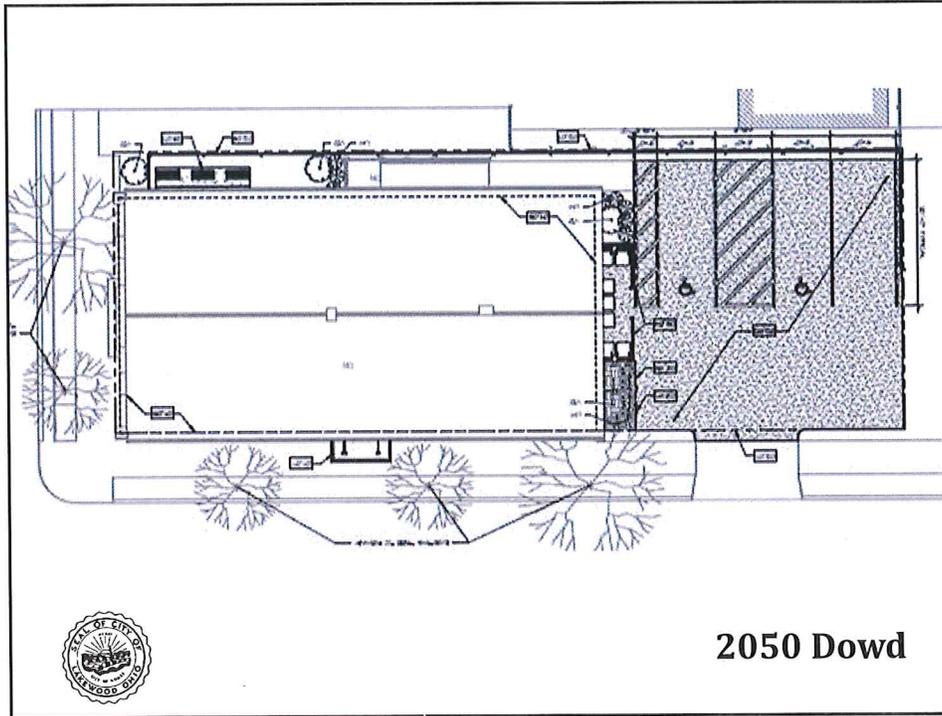
**2050 Dowd**



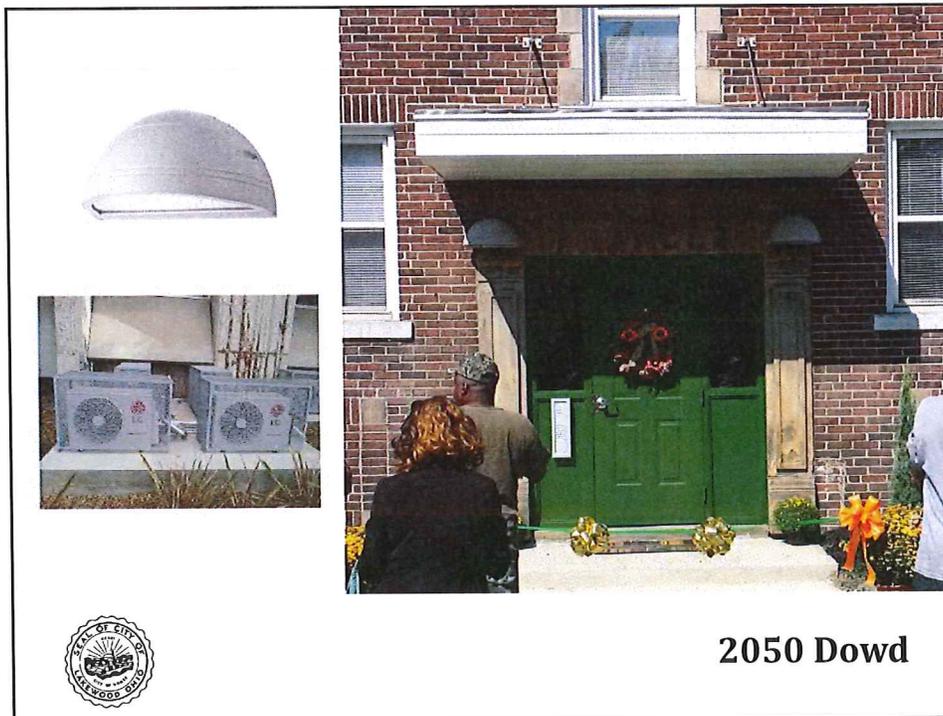
**2050 Dowd**



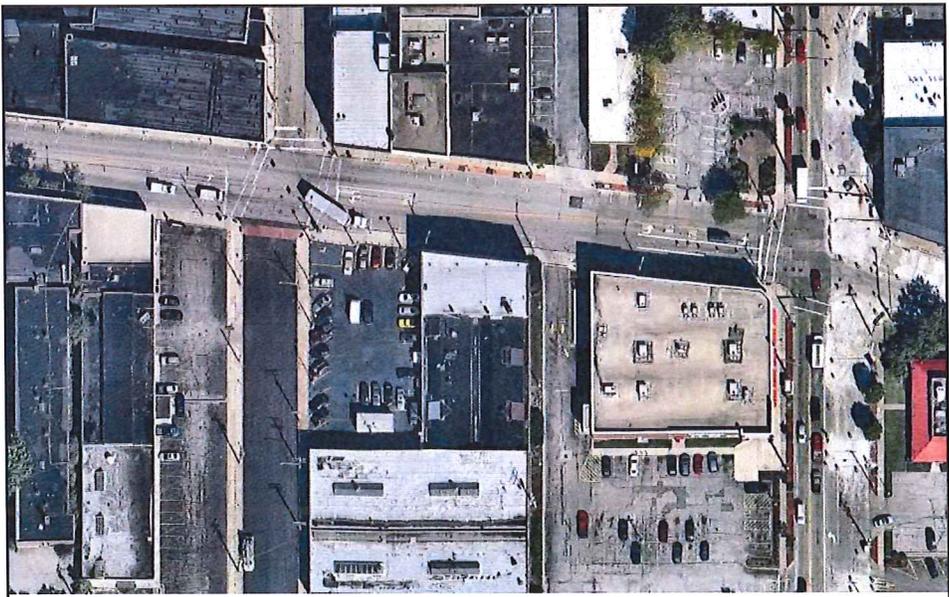




2050 Dowd



2050 Dowd



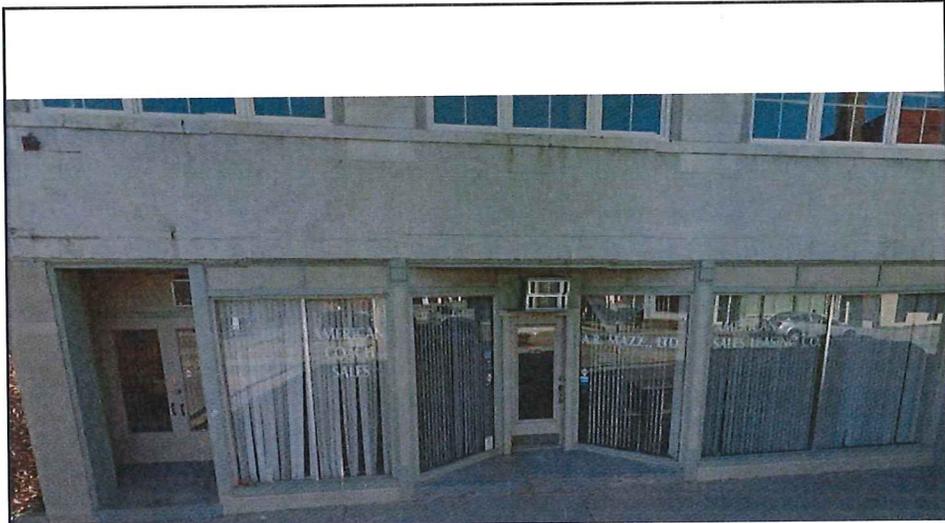
11723 Detroit



**11723 Detroit**



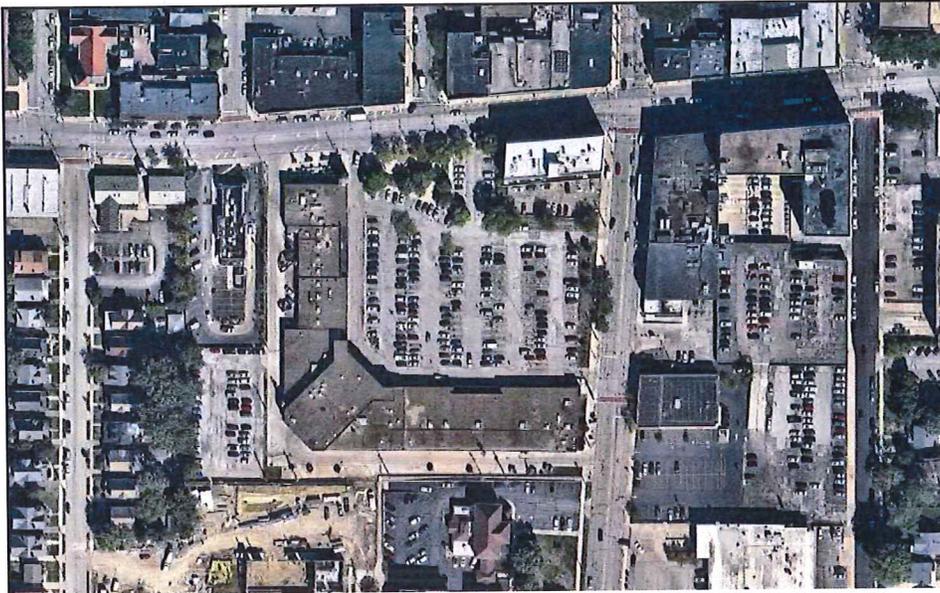
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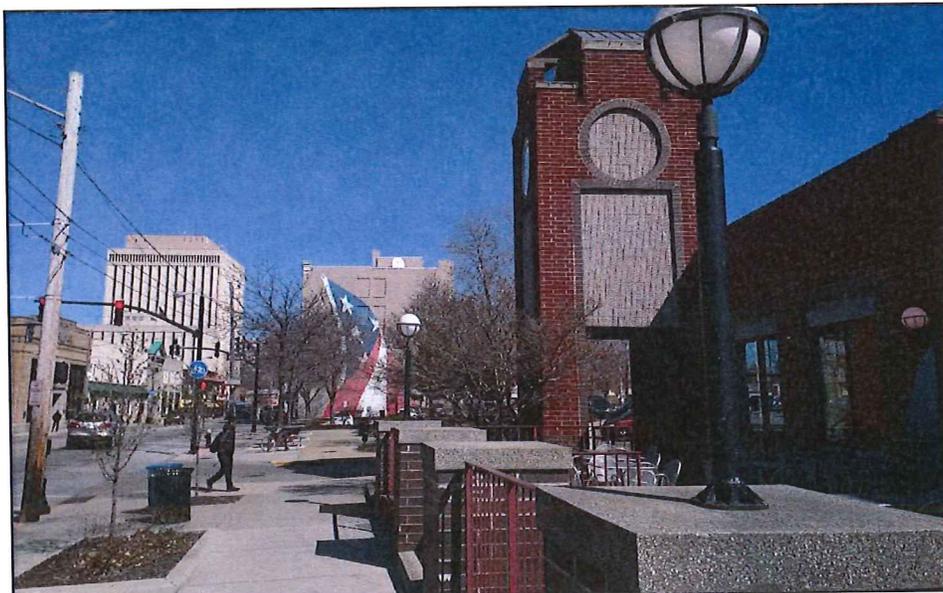
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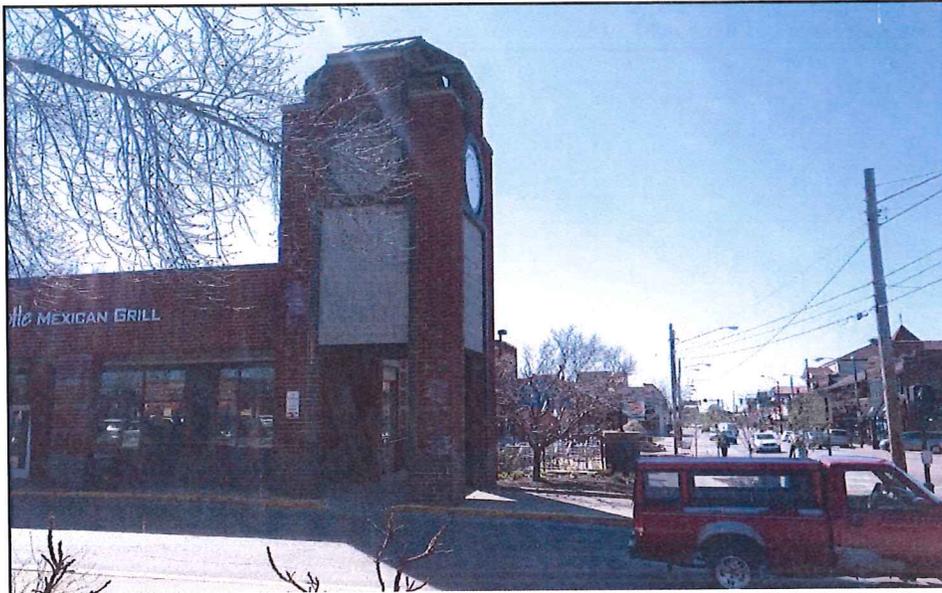
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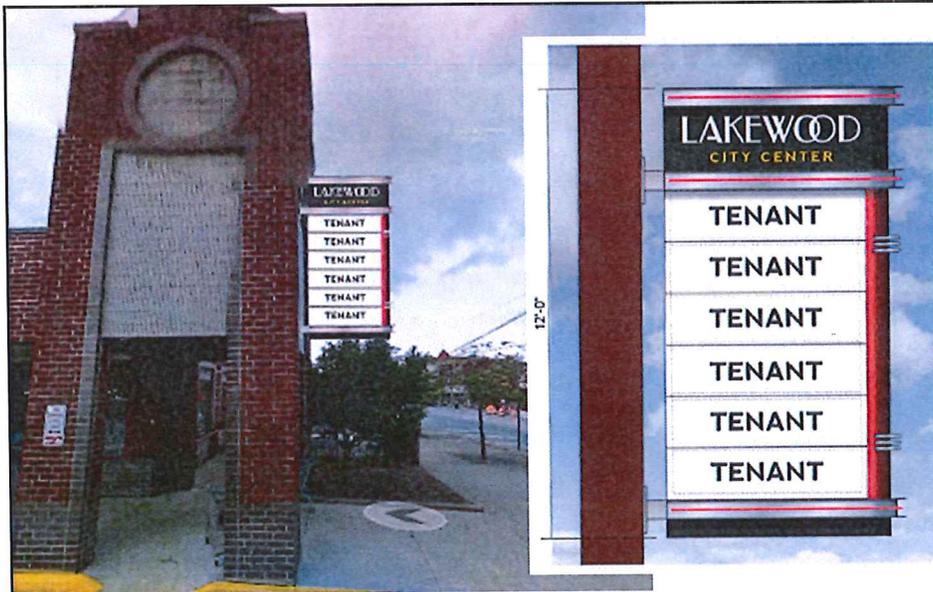
**14833-15009 Detroit**



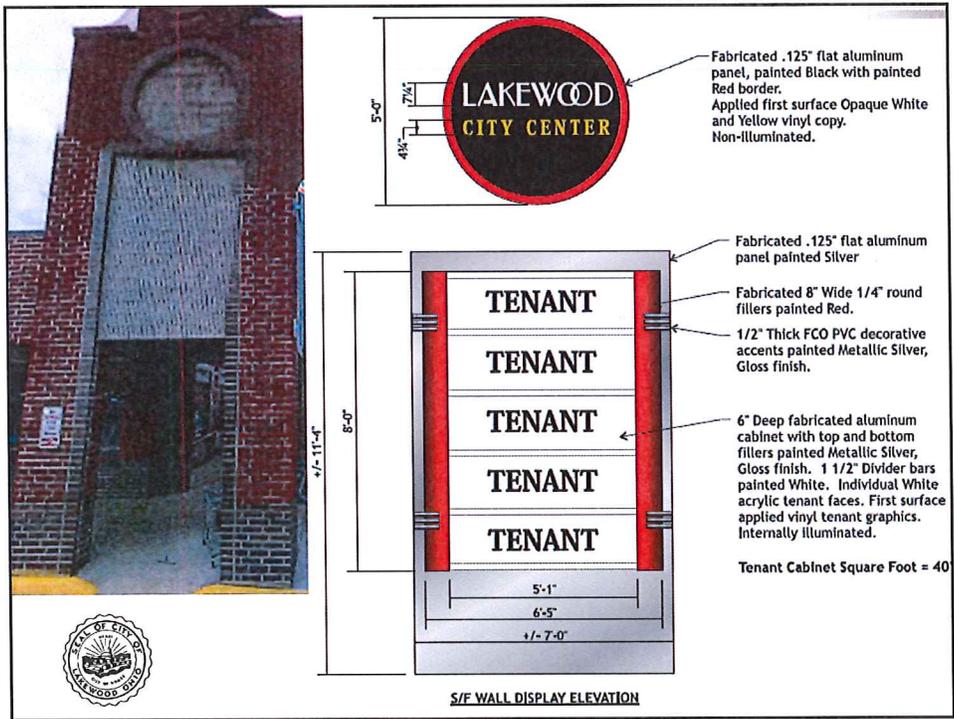
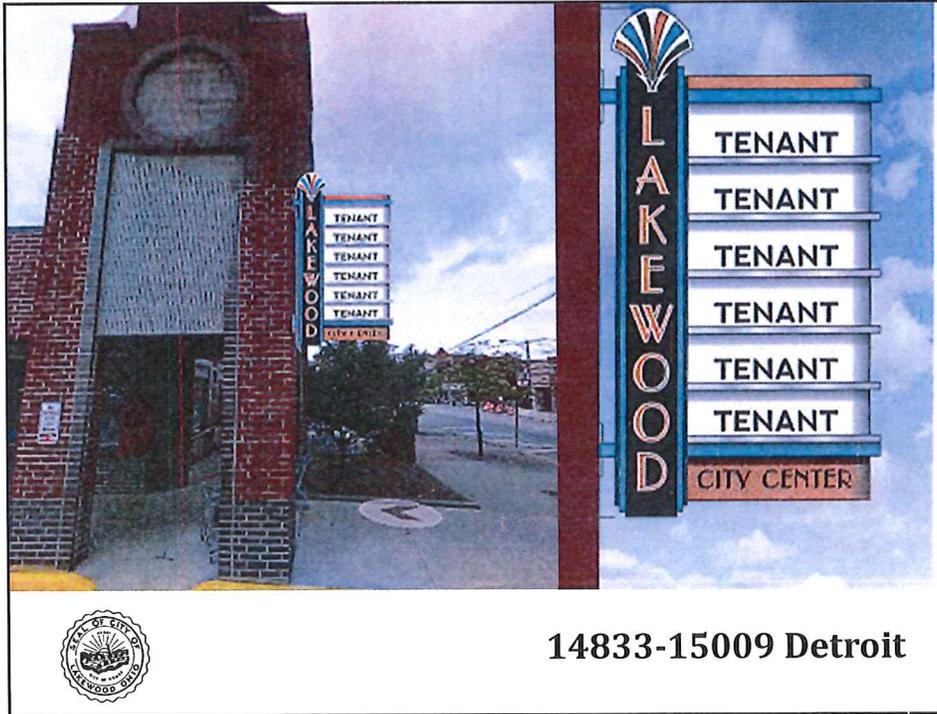
**14833-15009 Detroit**

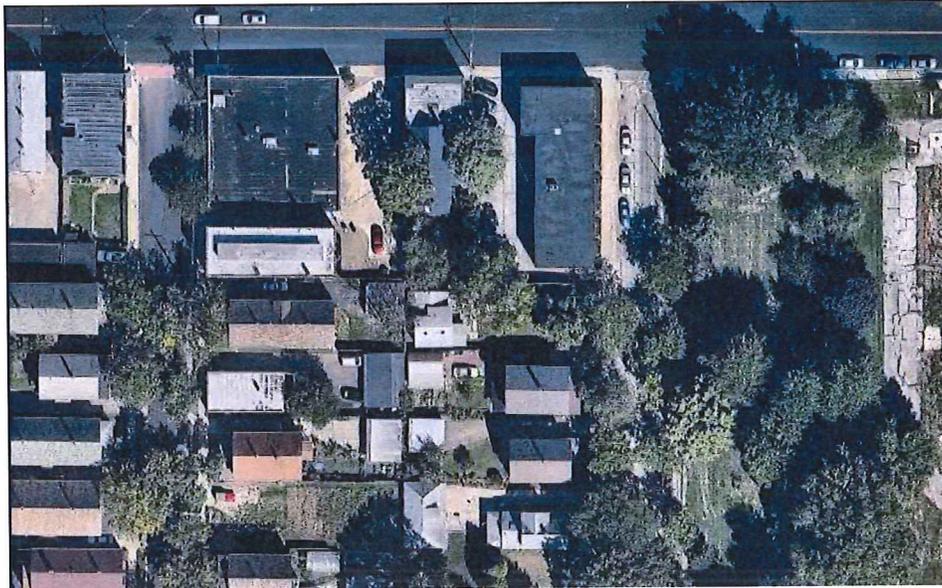


**14833-15009 Detroit**



**14833-15009 Detroit**





**12211 Madison**



**12211 Madison**



12211 Madison



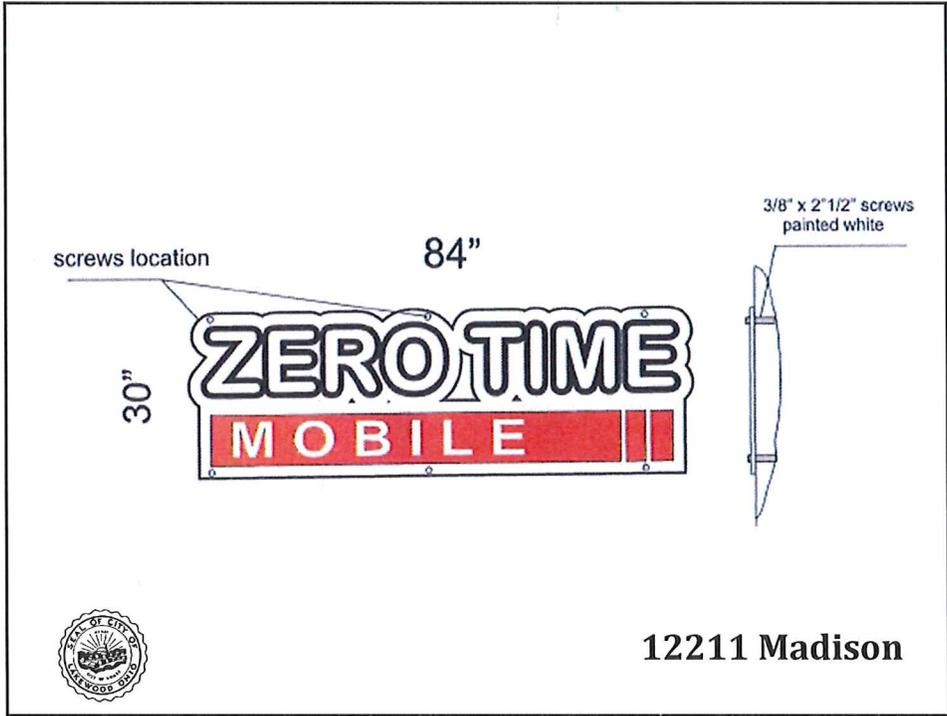
die cut vinyl applied to windows

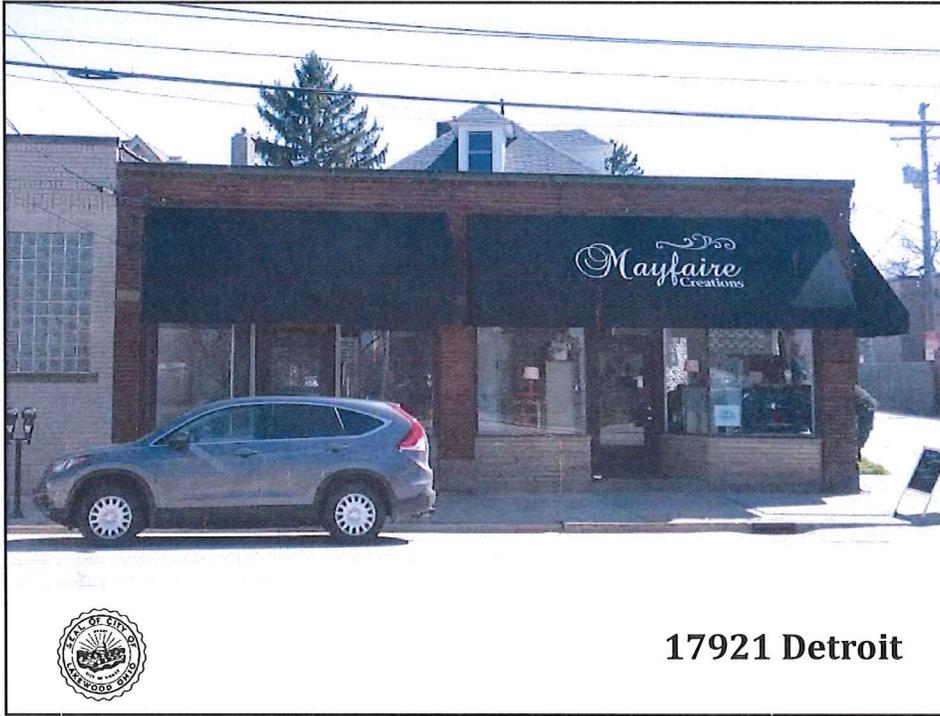
screws location

84"

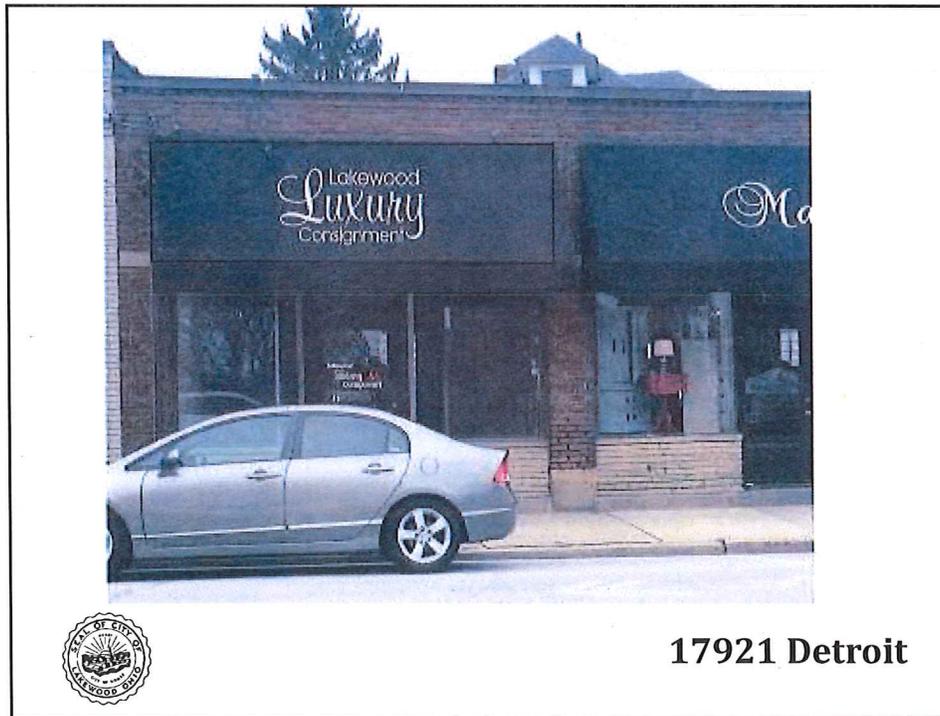


12211 Madison





**17921 Detroit**



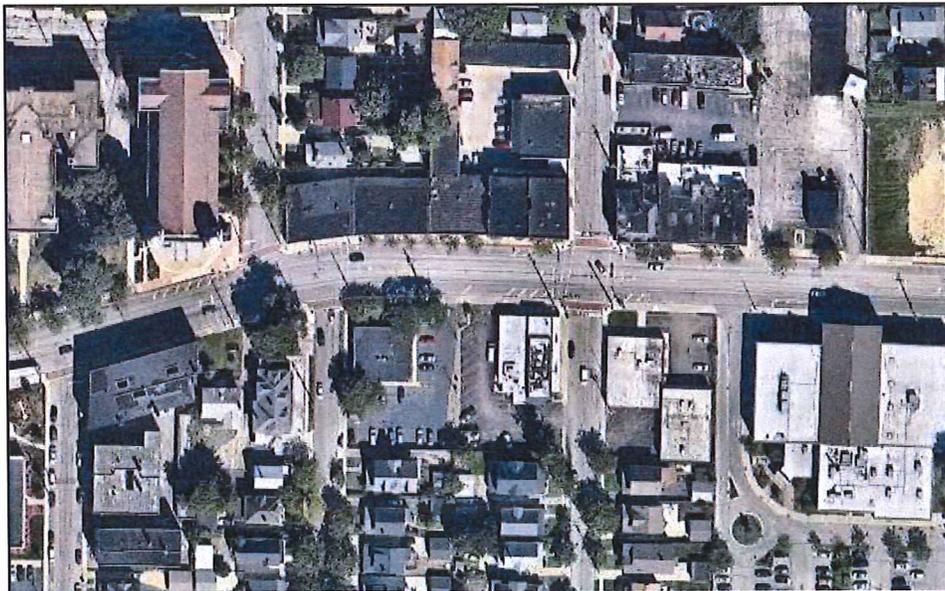
**17921 Detroit**



awning logo 33.5" h x 66" w  
line 1- 6" h line 2- 30" line 3- 6"  
approx. 15 sq. ft.



**17921 Detroit**



**17108 Detroit**



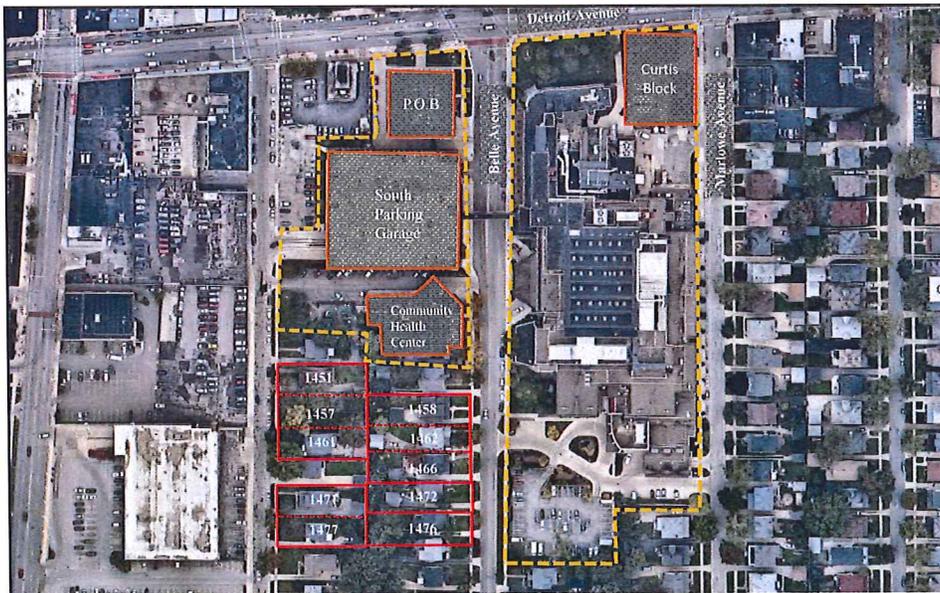
**17108 Detroit**



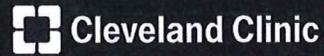
**17108 Detroit**



17108 Detroit



Properties Overview



# Lakewood Family Health Center

April 14, 2016

Bostwick  
Design  
Partnership

- Introductions
- Purpose
- Process
- Project Components
  - Context
  - Site
  - Plans
- Discussion



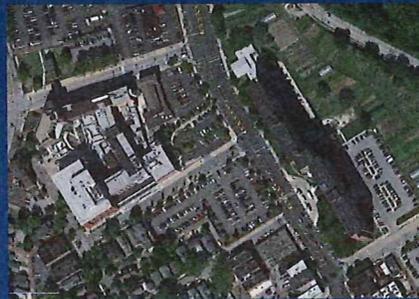
EXAMPLES



Brunswick



University Circle



Ohio City



Middleburg Heights

5

CONTEXT



6

CONTEXT



Detroit Looking East from Above

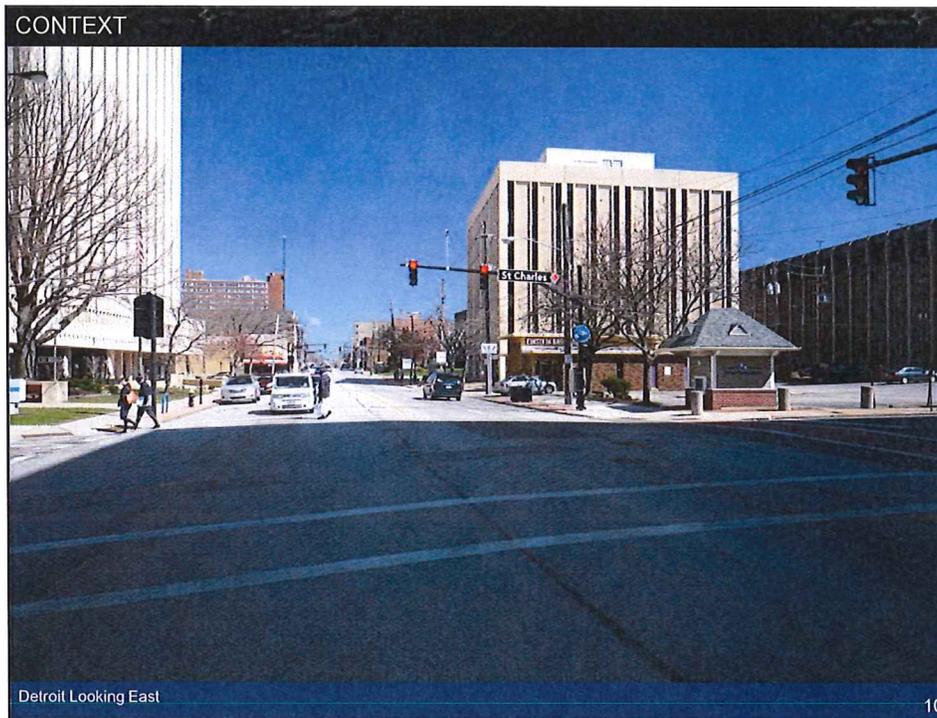
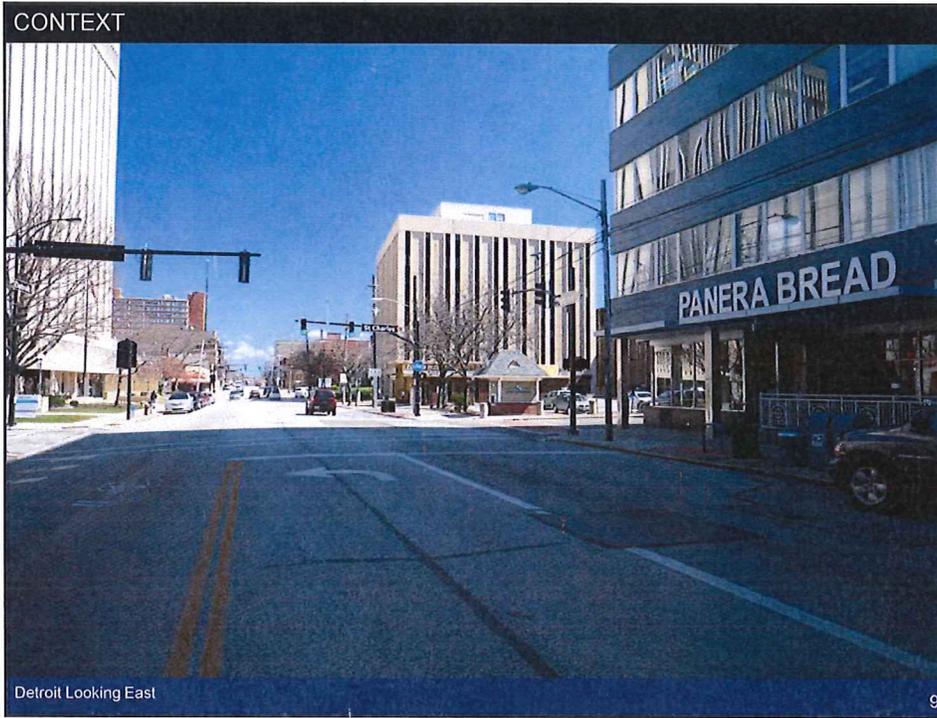
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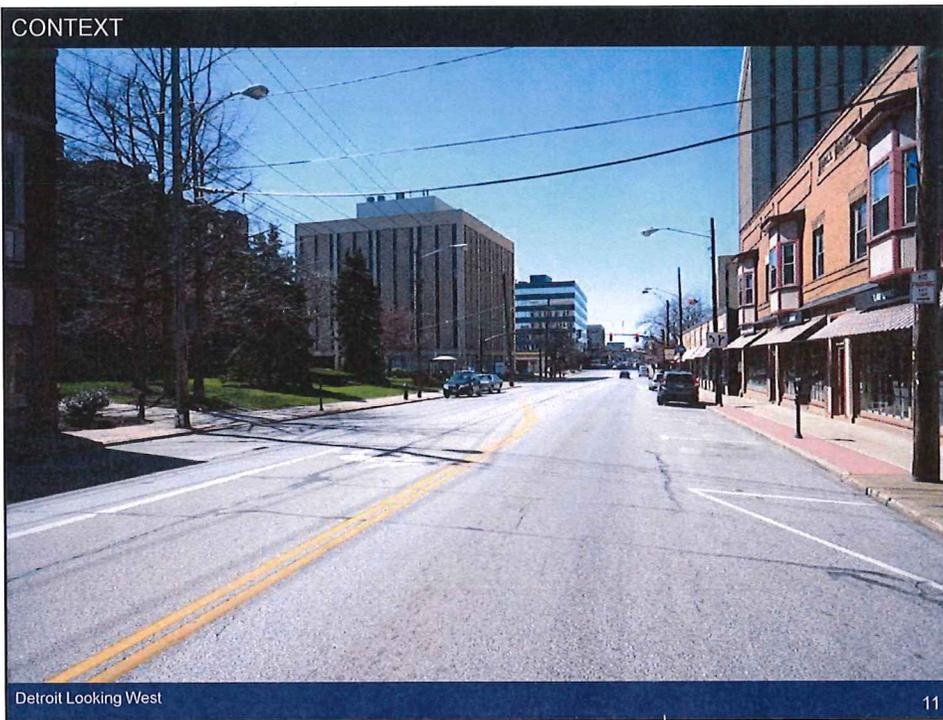
CONTEXT

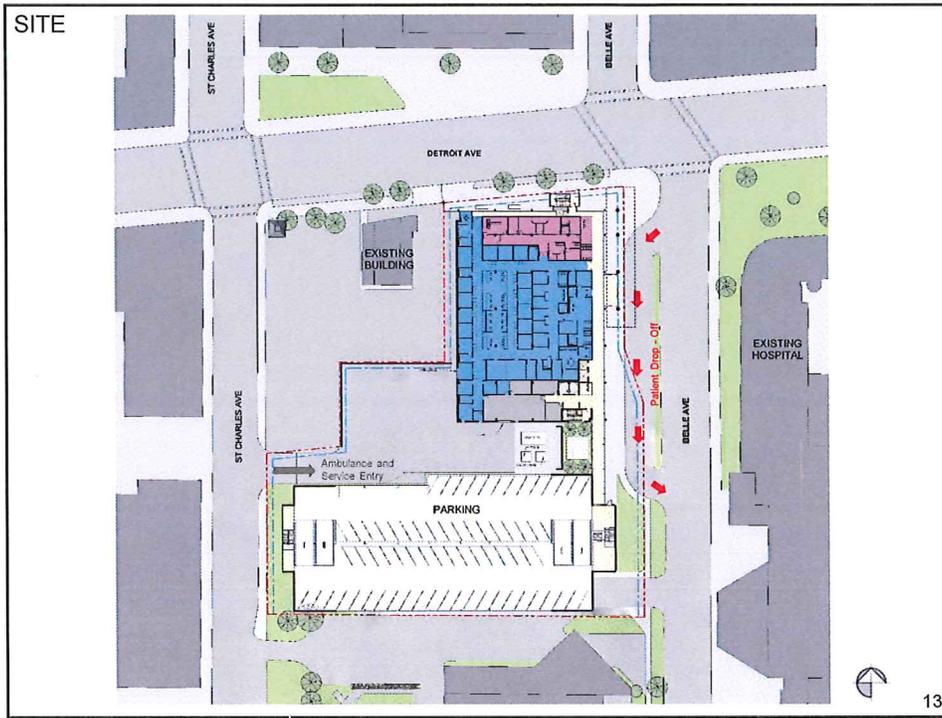


Detroit Looking East

8







SECOND FLOOR



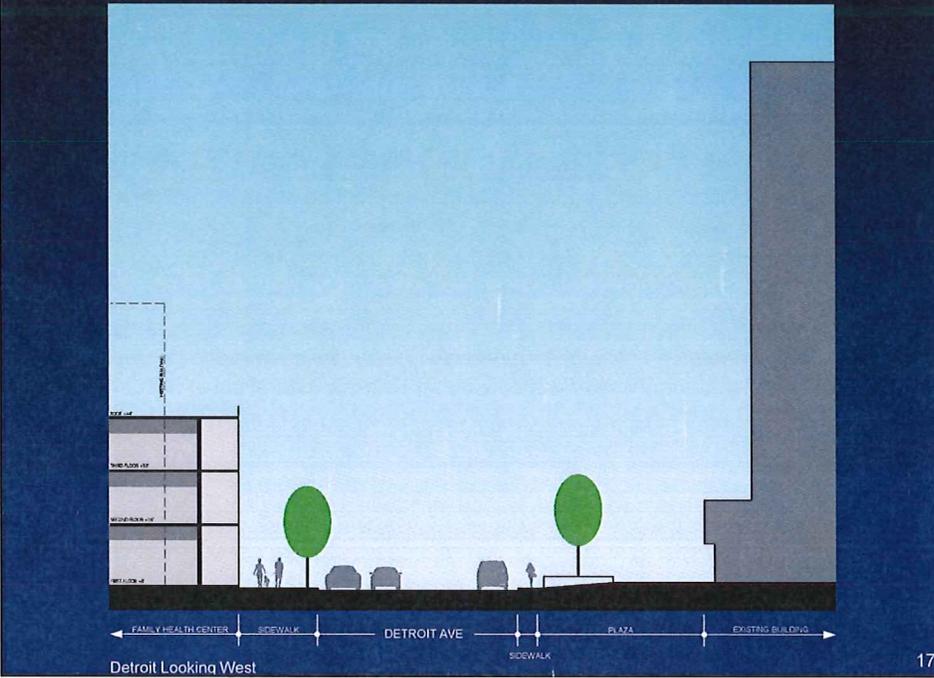
15

THIRD FLOOR



16

STREET SECTION



- Introductions
- Purpose
- Process
- Project Components
  - Context
  - Site
  - Plans
- Discussion

