



COUNCIL UPDATE

JUNE 30, 2017

1. LEGISLATION

- HOME Agreement with HRRC. This resolution authorizes the City Manager to enter into an agreement with the Home Repair Resource Center, a non-profit corporation, for the use of HOME Funds to administer its down payment assistance loan program.
- National Parks and Recreation Month. This resolution proclaims July 2017, *National Parks and Recreation Month*, in the City of Cleveland Heights.
- Bond Anticipation Notes Renewal. This ordinance provides for the issuance and sale of \$1,285,000 of notes, in anticipation of the issuance of bonds, for the purpose of (i) reconstructing, resurfacing and otherwise improving City streets; (ii) rebuilding Monticello Boulevard and Taylor Road, including engineering and planning costs with respect thereto; (iii) acquiring motorized equipment and appurtenances thereto; and (iv) acquiring computer hardware and related equipment. These notes will renew the City's outstanding \$1,700,000 Various Purpose Notes, Series 2016 (except an aggregate pay down of \$415,000). A total payment of \$443,667.36 will be made by the City on July 26, when the Series 2016 Notes mature, which includes an interest payment of \$29,667.36. This is an annual procedure required to amortize the notes over the useful life of the projects.
- Tax Budget (First Reading). This legislation adopts the 2018 Tax Budget and sets the public hearing to be held on July 17 at 7:00 pm. This is the first reading only. Additional details regarding the Tax Budget process are included below.
- Medical Marijuana (First Reading). This ordinance enacts Chapter 711, "Medical Marijuana," of the Codified Ordinances of Cleveland Heights.
- Top of the Hill. This resolution authorizes the City Manager to sign a non-binding Memorandum of Understanding with F&C Development, Inc. concerning the "Top of the Hill" development.

2. TAX BUDGET

- The Tax Budget is a State of Ohio mandated process which substantiates the City's need to levy the full amount of authorized property tax rates. Once adopted by Council, the Tax Budget is submitted to the Cuyahoga County Fiscal Officer in July and the County Budget Commission certifies the rates to the City. Council will pass a resolution accepting this certification by October 1st which will conclude the 2017 Tax Budget process.
- The mandated public hearing will be held on July 17, 2017 just before the regular City Council meeting at 7pm. I will deliver a presentation on the financial forecast. The second and final reading of the Tax Budget legislation will follow during the City Council meeting.

3. TOP OF THE HILL

- The City and Flaherty & Collins have reached agreement on a MOU to develop the Top of the Hill site, subject to Council approval. The MOU lays the foundation for the development agreement which will detail the obligations of the City and F & C and specify the standards and conditions that will govern the development of the property. The MOU details the proposed scope of the project, property leasing terms, due diligence periods, community engagement expectations, financing, and other provisions.
- Work on the development agreement would commence right away and the first public meeting on the project will be scheduled in the next few weeks.

4. NATIONAL RESOURCE NETWORK – PROJECT UPDATES

- Severance:
 - The HR & A team will present their findings at the July 31st Committee of the Whole meeting.
- CDC
 - The Enterprise Community Partners team will present the results of their work at the July 24th Committee of the Whole meeting. The report will be distributed next week.
 - As a refresher, the creation of a CDC has been identified as a viable strategy for economic growth following on the recommendations of the Master Plan, the Council appointed Economic Development Advisory Committee, and also Future Heights who presented a proposal to the City in December of 2016 to be recognized as a CDC with a corresponding request for funding.

- The efforts to assess the potential of CDC, its activities and purpose, structure, and funding possibilities began in January 2017. Through the City's partnership with the National Resource Network we have leveraged additional technical assistance from one of the Network partners, Enterprise Community Partners, for additional cost to the City. Enterprise is a national firm that specializes in providing technical assistance and consulting services to create and implement comprehensive community development strategies including capacity building services for CDCs.
- Enterprise began their work in early March to support the City's efforts to better understand current capacity of the City and its community development partners, the gaps in community development services and programs, and the possible alignment with activities that a CDC or similar entity could undertake. Enterprise developed an inventory of existing housing and economic development programs, a synthesis of current conditions from the City's Master Plan and a market analysis conducted by HR & A for the Severance project, 22 interviews with community development partners including six Future Heights representatives, and a synopsis of best practices for creating effective and sustainable CDCs that best apply to our specific community.
- Following the presentation of their findings, Enterprise has committed to evaluate opportunities to help the City and a CDC partner get the work started on solid footing to ensure a strong foundation for future success. More details to come on that front.
- Performance Measurement
 - The project with New York University's Center for Urban Science + Progress (CUSP) graduate students kicked off on June 20, 2017. The CUSP team met with a large cross functional City team by phone. The full team will be working on identifying an appropriate set of indicators to help staff effectively measure the progress or lack thereof on special initiatives undertaken to improve neighborhoods. We will be working with the CUSP team over the summer on this project.

5. STATE OF OHIO BUDGET

- On Thursday the Legislature passed Sub HB 49, the State's operating budget bill, and it will now move on to the Governor for his signature before July 1. There are many items in the bill that impact cities, most notably, changes to the administration of municipal net profit business income tax filings, elimination of the throw-back provision for municipal income tax filings, and a \$90 million reduction in the Local Government Fund. More analysis is underway to

determine how these changes will impact Cleveland Heights and other communities.

6. COVENTRY SCHOOL SITE

- Economic Development staff has been meeting individually with tenants at Coventry School to better understand their space needs and services.
- Staff also met with Jack Valancy (Ensemble Board and spokesperson for Nonprofits of Coventry) and Brady Dindia (Artful) to discuss the proposed MOU, RFQ process and other related issues. The meeting was productive and a lot of helpful information was shared to improve understanding of the issues at hand. We plan to continue affirmatively communicating concerns and issues as the process moves forward.
- Staff also met with CH-UH Library to address their questions regarding the RFQ process and the City's intentions with the property. This was another productive meeting and the both parties plan to keep the lines of communication open.

7. CHECKS BETWEEN \$10,000 - \$50,000

- Glaus, Pyle, Shomer, Burns - \$35,720.13
- J&L Door Service, Inc. - \$15,940.00
- Lykins Oil Company - \$14,118.78
- Ohio Water Development - \$29,127.65
- Rumpke - \$15,562.59
- Woodsy's Music, Inc. - \$12,675.00



CLEVELAND HEIGHTS

Committee of the Whole

July 3, 2017

Agenda

Note: Police Officer Swearing In Ceremony at 7:15pm

1. Mayor & Council Updates
2. Staff Updates
3. Legislation Overview
4. Coventry Site RFQ Forum Scheduling
5. Executive Session: To discuss, with an attorney for the public body, claims or disputes involving the public body that, in the judgment of such attorney, appear likely to be the subject of a future claim;

TO: TANISHA R. BRILEY, CITY MANAGER

FROM: SUSANNA NIERMANN O'NEIL, ASSISTANT CITY MANAGER

RE: COMMUNITY OUTREACH UPDATE

DATE: JUNE 30, 2017

CAIN PARK ARTS FESTIVAL:

- The Arts Festival is next weekend July 7th, 8th and 9th and Council members are welcome to be in the City booth that is across from the Alma. Please see enclosed today's Plain Dealer Friday magazine article about the Arts Festival. Good job Ksenia !

COMMUNITY RELATIONS:

Fourth of July Block parties: Burlington 10:00am to 2:00pm

- East Fairfax 8:00am to 7:00pm
- Ashton 9:00am to dusk
- Coleridge (Lee to Stratford) 9:00am to 8:30pm
- Somerton 9:00am to dusk
- Kingston Parade at 10:00am event until 2:00pm

Block parties Saturday July 8th: Inglewood noon to dusk:Derbyshire(Coventry to the Lane) 1:00pm to dusk

HEIGHTS HIGH HOMECOMING PARADE:

Staff (Sgt.Butler, O'Neil) met with the 2 Homecoming Parade organizers. The parade will be on Friday October 6th . The parade will stage at Fairfax school go north on Lee to the lot behind the Cedar Lee theater. The parade will begin at 5:00pm and probably end by 6:00pm followed by the football game at 7. It will bring a lot of business to Cedar Lee that night. Will be a fun weekend because the Happy 5K is that weekend on Sunday.

WEBSITE/SOCIAL MEDIA:

Facebook: Promotion of the Turtle lot ribbon cutting on Sunday July 2nd at 2:00pm. Posted on the homepage: City Service changes due to the 4th of July holiday on Tuesday; health information regarding ticks this summer. (Residents expressed concern regarding the upswing in summer ticks. The County Board of Health advised which link would provide the best information. The story and link are posted on the homepage.

Culture

Cain Park Arts Festival going strong at 40

GREG BURNETT
gburnett@plaind.com

The Cain Park Arts Festival has come a long way in 40 years. For instance, in the beginning, the 50 participating artists displayed their crafts and artworks on card tables at the Lee Road entrance.

It's gained 100 more artists for the 40th festival running from Friday, July 7, through Sunday, July 9. That entrance is now filled on both sides with numerous pieces of art, and, as for the card tables, they have been replaced with a more elegant setup, including festive tents.

George Kozmon, director of the festival, put in perspective how he feels the show has changed.

"The broader context of the art world has changed; more artists are professional entrepreneurs, not only creating a range of art, but also deeply engaged in communicating that art to an audience. So while today Facebook and Instagram can be rich sources of images, there is nothing like seeing art in person, and having the opportunity to directly interact with the artists," said Kozmon in an email.

This year's event will showcase many artistic styles, such as watercolors, hand-pulled prints and photography. There's also an assortment of sculpture, ceramics, wood-working, leather, glass and jewelry.

Participants in the show come from all over the country, said Ksenia Roshchakovsky, public relations/marketing manager for Cain Park. Some of the states include: New York, Vermont, Tennessee, Ar-



Lonnie Timmons III | Plain Dealer File
Glass vases line a shelf above artist Michael Boyd at a previous art festival. The Cain Park Arts Festival in Cleveland Heights opens for the 40th time on July 7.



Cain Park

Visitors mingle among the vendors at the festival in 2011.

izona and Georgia. Local participants span many cities in Cuyahoga County and beyond. The festival is a

PREVIEW
Arts Festival

What: The Cain Park Art Festival.

When: July 7 through July 9, 3-8 p.m. Friday; 10 a.m.-8 p.m. Saturday; noon-5 p.m. Sunday.

Where: Cain Park, 14591 Superior Road, Cleveland Heights. For more information, call 216-371-3000, or go to cainpark.com

Tickets: \$5 on Saturday and Sunday; free Friday. Tickets can be purchased at the box office.

juried art show, meaning the artists must submit their images and applications by March 1. A jury of their peers meets later to go over the images to select participants. On the

first day of the show, three judges walk the grounds and select award-winners from the exhibiting artists, Roshchakovsky said.

If you should happen to see a must-have while visiting, the price range goes from \$5 to \$5,000.

Live acts will include family-friendly entertainment such as Kulture Kids. Other musicians include: Kate Kooser and Charlie Mosbrook, Blue Lunch and Terrance Simien and the Zydeco Experience.

And, as with any festival in these parts, there won't be a shortage of food. Cain Park Grill, Snowee Daze, the Most Delicious Cookie Co., the Pearl Asian Kitchen and Soulful Flavors are among those dishes upping the goods.

The Summer Sippers will host a wine tasting from 4 to 7 p.m. on Friday. Tickets are \$10.



MEMORANDUM

TO: Tanisha Briley-City Manager
FROM: Alex Mannarino-Director of Public Works
DATE: June 30, 2017
RE: Weekly Update

Cedar Road Resurfacing/Cedar-Fairmount Streetscape

Work continues with casting adjustments and ADA ramp construction between Westminster and Norfolk.

Excavation and grading continue for the stone base of the multi-purpose path along Cedar Glen Parkway.

Lee Road Streetscape

No new updates.

Noble Road Resurfacing (Cuyahoga County Project)

Work has flipped to the north side of the street. The pavement has been milled, and the intermediate course has been installed. Work continues with casting adjustments, curbs, and ADA ramps.

Construction Project Updates

Mayfield Signalization

No new updates.

Dominion East Ohio

Cedar Road Accelerated Pipeline Replacement PIR-2083

Red Dirt plans to have all of the tie-ins completed on the side streets by the middle of next week. They will follow immediately thereafter with service connections.

Service Department

All operations continued as normal.

Date: June 30, 2017

To: Tanisha Briley, City Manager

From: Collette Clinkscale, Utilities Commissioner

Subject: Utilities Department Weekly Update

Water

- Repaired water main break at 3423 Tullamore
- Repaired water main break 3483 Severn
- Replaced 6" street valve at North Park and Woodmere (2-day)
- Flushed out curb boxes
- Investigated no water complaint at 1850 Coventry
- Obtain final readings for new owners per CWD request
- Checked o.o.s. fire hydrants and forwarded to CWD
- Inspected water-related Public Staff requests
- Turned off CH delinquent accounts

Sewer

- Ran sewer machine on Berkshire (2), Washington, Blanche, S. Overlook, Beverly (2), Helmsdale, Woodview, Greyton, Roanoke, and Elbon
- Attempted to locate the sewer line at 2813 Berkshire (for the 2nd time) as a courtesy to owner. To no avail. Owner instructed, again, to contact a private contractor for assistance
- Repaired catch basin in rear parking lot of City Hall.
- Repaired sanitary lateral previously broken to retrieve City's snake at 3195 Meadowbrook
- Repaired catch basin at 1925 Staunton
- Inspected Overflow Routs A, B and C.
- Contacted County to unblock sanitary sewer at Woodmere and Colchester
- Contact County to unblock sanitary sewer on E. Monmouth (NEORS D report)
- Assisted State bridge inspection contractor on culvert inspections – 2 days

Other

- CWD Saturday Community Meeting on meter change-out program
- Phone conference with Brown Caldwell on CMOM

MEMORANDUM

To: Tanisha Briley, City Manager
From: Richard Wong, Planning Director
Date: June 30, 2017
Subject: Weekly Update

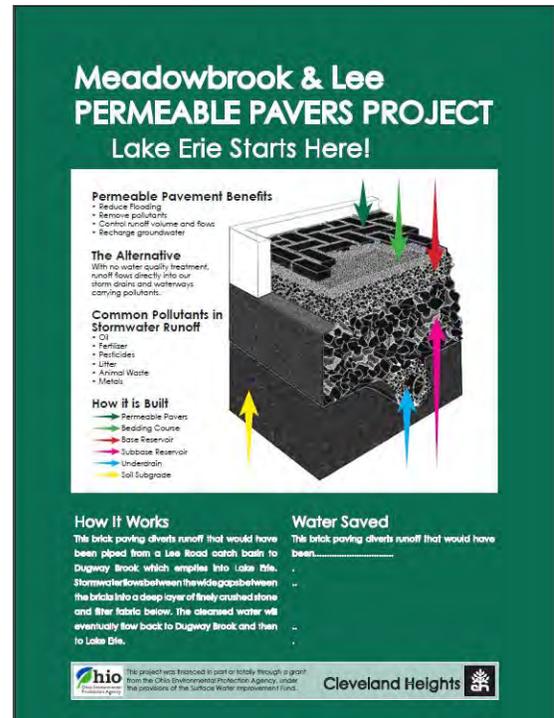
Cedar Lee Surface Water Improvement Fund Closeout

Graphics for the two small interpretive signs have been beautifully prepared by Cory Scheider, the City's artist. A specialty sign company will make the signs based on his art. Roughly 73,000 gallons of precipitation annually will be caught and cleansed by the crushed stone below the pavers. Without this, the runoff would drain to a Lee Road catch basin, carrying the road's pollution directly to Dugway Brook and then Lake Erie.

Receptionist and CDBG Planner Retirements

HR, my staff and I continue to comb through resumes for the soon-to-be-retired Kathy Conklin's receptionist position. Interviews are underway.

We hope to close the deal with a candidate soon for Nancy's position after finding several excellent (but not as excellent as Nancy) choices. HR's NEOGOV software has immensely helped with electronic versions of resumes and reviewers' notes that stay organized in a file accessible with a password from any computer.



Cleveland Heights
Economic Development



To: City Manager Tanisha Briley
From: Economic Development Director Tim Boland
Subject: Activities Report – June 30, 2017

Activities and Initiatives:

1. Coventry School Site

Staff continues to move forward with individual meetings with the current tenants of Coventry School. The goal is to have a better understanding of their current and future space needs. This will allow the City to more efficiently work with them depending on how the project proceeds. To date, staff has met with seven of the 11 tenants.



2. Municipal Small Business Initiative

Last week the County formally approved the funding for the expansion of the Municipal Small Business Initiative (MSBI). As previously discussed with Council, the MSBI would provide equity to small businesses in order to help secure an SBA loan. This is accomplished through a forgivable loan/grant. Along with this funding the program expansion, the County revised the application process/requirements. The City had previously submitted a letter of interest concerning participation in the program. The new application, which is open to 22 inner-ring communities, is now due to the County by July 7.

3. Business Retention Expansion Attraction Creation (BREAC) Initiative:

In addition to the seven meetings with Coventry School tenants, BREAC activity highlights include:

- Met with two existing businesses;
- Assisted four potential startups;
- Responded to three property search requests;
- Pursuing several new tenant options for the U.S. Bank building on Lee Road;
- Continued work on the CLE Heights Business Channel with the filming of the second video (Zagara's). The videos will be used as a marketing tool across multiple platforms to highlight businesses that have been successful in Cleveland Heights;
- Updating of listings on Available Properties web-based tool.



4. Outreach

Staff participated/attended the following meetings:

- Circle Heights/Heights Hillcrest Chamber, Thursday, June 29 – Circle Heights is an initiative facilitated by the Heights-Hillcrest Chamber aimed at increasing collaboration between the six chamber communities to better market and brand the area;
- First Suburbs Development Council, Thursday June 29;
- Cuyahoga County Community Development Supplemental Grant Meeting, Thursday, June 29 – This is the second year the County is making grants of up to \$50,000 available to municipalities and eligible CDCs. The goal was to provide funding opportunities for projects that might not fit within traditional CDBG eligibility requirements.

Thank you,

Tim Boland

Economic Development Director

Memorandum

To: Tanisha Briley, City Manager
From: Joseph P. McRae, Parks and Recreation Director
Subject: Parks and Recreation Department Update
Date: June 30, 2017

Please find a brief summary of the Parks and Recreation Department announcements and activities attached for your review:

General Announcements

- The new Turtle Tot Lot Playground ribbon cutting will take place on Sunday, July 2 at 2pm in celebration of July being National Parks and Recreation Month.
- The Community Center will be closed on July 4, 2017.
- The Women Out Walking participants have logged over 20 million steps.

Ice Programs

- Learn to Skate lessons – all ages 3+ up & separate class for Adults on Wednesdays from June 14 – July 26.
- Learn to Play & Tot Hockey – on Mondays from June 12 – July 31 (skip July 3) from 6:15 – 7:15 pm

Senior Center

Activities for the week included:

- The Cleveland Hts. Chapter of the AARP left with a full bus of 50 seniors for a 4 day visit to Washington DC.

Cain Park Upcoming Events (more details at cainpark.com)

- The 40th Anniversary Cain Park Arts Festival takes place on Friday, July 7 from 3-8pm; Saturday, July 8 from 10am-8pm; and Sunday, July 9 from 12-5pm
- The “Coloring Outside the Lines” Opening Reception will take place on Friday, July 7 from 6-8pm at the Feinberg Art Gallery
- Groundworks Dancetheater - July 14 & 15 at 7pm; Sunday, July 16 at the Alma Theater



Cleveland Heights Fire Department

Weekly Activity Report

Total Emergency Calls Year To Date	3,174
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Total Emergency Calls for Period	133
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Report Date Period: 06/23/2017 - 06/30/2017

Fire Data

	<u>Current Period</u>	<u>Year to Date</u>	<u>Last Year to Date</u>	<u>Current Year % of Run Count</u>
Emergency Fire Run Count	21	571	542	18.56 %
Emergency Structure Fire Count	3	43	30	
Emergency Non Structure Fire Count	18	525	502	
Emergency Vehicle Fire Count		3	10	

Emergency Medical Data

Total Emergency Run Count	112	2,603	2,490	81.44 %
Emergency Medical Run Count	109	2,535	2,405	
Automobile Accident Run Count	3	68	85	
Advanced Life Support Run Count	30	737	673	
Basic Life Support Run Count	82	1,860	1,805	
Total EMS Transports	74	1,714	1,627	
Total EMS Non Transports	36	773	729	

Mutual Aid Run Count to Date

Mutual aid received	SEFD A - 15 SHFD A - 19 ECFD A - 7 UHFD A - 17
Mutual aid given	SEFD A - 22 SHFD A - 14 ECFD A - 14 UHFD A - 10
Automatic aid received	SEFD A - 2 SHFD A - 6 ECFD A - 2 UHFD A - 5
Automatic aid given	SEFD A - 0 SHFD A - 11 ECFD A - 0 UHFD A - 8

<u>Fire Prevention</u> <u>Bureau</u>	<u>Current</u> <u>Period</u>	<u>Year to</u> <u>Date</u>
Total Completed Fire Inspections	85	849
Company Fire Inspections	80	118
Fire Prevention Fire Inspections		32
Fire Alarm Test Inspections		3
Kitchen Supression Test Inspections		4
Sprinkler Test Inspections		6
Other Inspections	5	686
Smoke Detectors Distributed		42

CITY OF
CLEVELAND
HEIGHTS 

DEPARTMENT OF POLICE

ANNETTE M. MECKLENBURG, CHIEF

40 SEVERANCE CIRCLE, CLEVELAND HEIGHTS, OHIO 44118 – Telephone 216-291-4974

MEMORANDUM

To: Tanisha R. Briley, City Manager

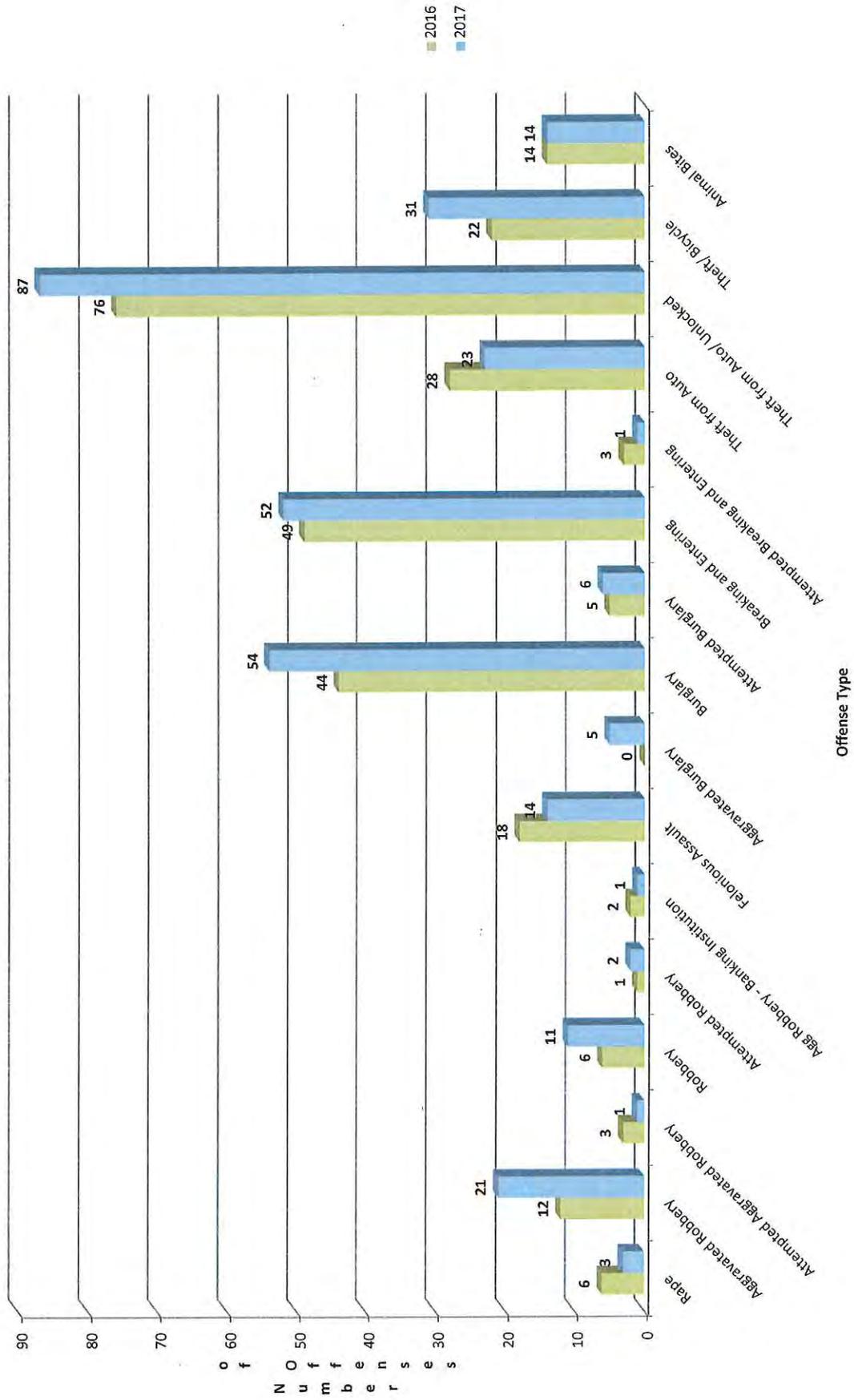
From: Annette Mecklenburg, Chief of Police

Date: June 30, 2017

Subject: Weekly Update

On June 28, 2017, around 5:57 pm officers responded to a call of shots fired and a male shot on Elbon. Upon arrival officers located a 15 year old male shot in the rear yard of 990 Pembroke. The male was transported to University Hospital by the Cleveland Heights Fire Department where he succumbed to his wounds. The victim was later identified as Dre'Eon Gray of South Euclid. No one else was injured in the incident. Detectives are working tirelessly to identify the suspect, but no one has been positively identified at this time. The investigation is continuing.

**Crime Comparison:
January 1 - June 29, 2016 Compared to January 1 - June 29, 2017**





CLEVELAND HEIGHTS

AGENDA (tentative) – CLEVELAND HEIGHTS CITY COUNCIL MEETING COUNCIL CHAMBERS

Monday, July 3, 2017
Regular Meeting
7:30 p.m.

Cleveland Heights City Hall
40 Severance Circle
Cleveland Heights, Ohio

- 1) **Roll Call**
- 2) **Excuse absent members**
- 3) **Approval of the minutes of the Council meeting on Monday, June 19**
- 4) **Personal communications from citizens**
- 5) **Report of the City Manager**
- 6) **Report of the Director of Finance/Clerk of Council**
- 7) **Committee Reports**
 - a.) **MUNICIPAL SERVICES COMMITTEE**
 - b.) **PLANNING AND DEVELOPMENT COMMITTEE**

RESOLUTION NO. 82-2017 (PD). A Resolution authorizing the City Manager to enter into an agreement with the Home Repair Resource Center, a non-profit corporation, for the use of HOME Funds to administer its down payment assistance loan program; providing compensation therefor.

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

RESOLUTION NO. 83-2017 (PD). A Resolution authorizing the City Manager to sign a non-binding Memorandum of Understanding with F&C Development, Inc. concerning the “Top of the Hill” development.

**AGENDA (tentative) CITY OF CLEVELAND HEIGHTS
MONDAY, JULY 3, 2017**

Introduced by Council Member _____

Vote _____
For Against No. Reading

c.) PUBLIC SAFETY AND HEALTH COMMITTEE

ORDINANCE NO. 84-2017 (PSH), First Reading. An Ordinance enacting Chapter 711, "Medical Marijuana," of the Codified Ordinances of Cleveland Heights.

Introduced by Council Member _____

Vote _____
For Against No. Reading

d.) ADMINISTRATIVE SERVICES COMMITTEE

e.) COMMUNITY RELATIONS AND RECREATION COMMITTEE

RESOLUTION NO. 85-2017 (CRR). A Resolution proclaiming July 2017, *National Parks and Recreation Month*, in the City of Cleveland Heights.

Introduced by Council Member _____

Vote _____
For Against No. Reading

f.) FINANCE COMMITTEE

RESOLUTION NO. 86-2017 (F) First Reading. A Resolution approving the adoption of the 2018 Tax Budget.

Introduced by Council Member _____

Vote _____
For Against No. Reading

ORDINANCE NO. 87-2017 (F). An Ordinance providing for the issuance and sale of \$1,285,000 of notes, in anticipation of the issuance of bonds, for the purpose of (i) reconstructing, resurfacing and otherwise improving City streets; (ii) rebuilding Monticello Boulevard and Taylor Road, including engineering and planning costs

**AGENDA (tentative) CITY OF CLEVELAND HEIGHTS
MONDAY, JULY 3, 2017**

with respect thereto; (iii) acquiring motorized equipment and appurtenances thereto; and (iv) acquiring computer hardware and related equipment.

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

8) Mayor's Report

9) Adjournment

(Council members and staff will stay following adjournment to discuss questions informally with citizens.)

NEXT MEETING OF COUNCIL: MONDAY, JULY 17, 2017

Proposed: 7/3/2017

RESOLUTION NO. 82-2017 (PD)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with the Home Repair Resource Center, a non-profit corporation, for the use of HOME Funds to administer its down payment assistance loan program; providing compensation therefor; and declaring an emergency.

WHEREAS, the City previously entered into an agreement with the Home Repair Resource Center (“HRRC”) to administer a down payment assistance loan program wherein Cleveland Heights residents who met certain criteria would receive up to a ten thousand dollar (\$10,000) loan consisting of HOME funds issued by U.S. Department of Housing and Urban Development (“HUD”) via Cuyahoga County; and

WHEREAS, this Council has determined that it would be in the City’s best interest to continue the down payment assistance program for its citizens with HRRC’s administration and under the City’s oversight.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby, authorized to enter into an agreement with the Home Repair Resource Center (“HRRC”) to administer the City’s Down Payment Assistance Program with City oversight. The program shall provide up to one hundred fifty-four thousand seventy-eight dollars (\$154,078) of HOME funds issued by U.S. Department of Housing and Urban Development (“HUD”) via Cuyahoga County.

SECTION 2. The services to be performed by HRRC shall be as set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein. The term of the agreement shall be from June 1, 2017 until October 31, 2018. All documents shall be in a form approved by the Director of Law.

RESOLUTION NO. 82-2017 (PD)

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to allow the City's Down Payment Assistance Program to continue without interruption. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

CHERYL L. STEPHENS, Mayor
President of Council

LAURIE SABIN
Clerk of Council

PASSED:

EXHIBIT A
STATEMENT OF WORK

HOME REPAIR RESOURCE CENTER

Home Repair Resource Center (“HRRC”), formerly known as FHC Housing Corporation, is a non-profit organization chartered in 1971 located at 2520 Noble Road, Cleveland Heights, Ohio. Its mission is to strengthen and promote the housing stock of Cleveland Heights through education, financial assistance, counseling and community involvement, in order to support the economic, social, and racial diversity of the community. HRRC’s programs recognize the special needs of low and moderate-income homeowners and provide incentives to encourage and facilitate their participation.

HRRC will provide down payment assistance loans to Cleveland Heights homebuyers whose annual income does not exceed 80% of the Area Median Income adjusted for family size, as issued from year to year by the U.S. Department of Housing and Urban Development (“HUD”). Loans may be issued up to \$10,000 for single family units. (A single family unit means a one- to four-family residence.) The loan is a deferred zero (0%) interest second mortgage. The loan will be repaid immediately at the time of resale, transfer, or if the property becomes absentee-owned. All program income (re-paid loans) will be returned to the City of Cleveland Heights HOME program.

In addition to direct loans to eligible homebuyers, HRRC will invoice the City for housing counseling services and personnel costs associated with the administration of the down payment assistance program. Reimbursement for Housing Counseling Services shall be \$500 per completed loan assistance and for down payment assistance; program administration shall be up to \$500 per completed loan. The total funds issued to HRRC shall not exceed \$154,078. The term shall be from July 1, 2017 until October 31, 2018.

All HOME regulations shall be followed. HRRC shall report to the City of Cleveland Heights Planning and Development Department in the manner requested by its Director.

Proposed: 7/3/2017

RESOLUTION NO. 83-2017 (PD)

By Council Member

A Resolution authorizing the City Manager to sign a non-binding Memorandum of Understanding with F&C Development, Inc. concerning the “Top of the Hill” development; and declaring an emergency.

WHEREAS, the City has identified the opportunity of development of the site known as “Top of the Hill,” located on land situated between the City’s main thoroughfares of Euclid Heights Boulevard and Cedar Road, at the top of Cedar Hill; and

WHEREAS, this Council, by its adoption of Resolution No. 55-2017, authorized the City Manager to negotiate the terms of a non-binding Memorandum of Understanding; and

WHEREAS, this Council hereby determines that it is in the City’s best interest to move forward said negotiations and authorize this non-binding Memorandum of Understanding with F&C Development, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City Manager be, and she is hereby authorized to, sign a non-binding Memorandum of Understanding with F&C Development, Inc. concerning the development of the site known as “Top of the Hill,” located on land situated between the City’s main thoroughfares of Euclid Heights Boulevard and Cedar Road, at the top of Cedar Hill. The terms of the Memorandum of Understanding shall be substantially similar to the memorandum on file with the Clerk of Council, which is available for inspection. This Memorandum of Understanding and any related documents shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to proceed with negotiations in good faith. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 83-2017 (PD)

CHERYL L. STEPHENS, Mayor
President of the Council

LAURIE SABIN
Clerk of Council

PASSED:

MEMORANDUM OF UNDERSTANDING

Top of the Hill Development in Cleveland Heights, Ohio

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the CITY OF CLEVELAND HEIGHTS, OHIO, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio (the “City”) and F&C DEVELOPMENT, INC., an Indiana corporation (the “Developer”) effective as of the last date set forth below their respective signatures hereto (the “Effective Date”) and sets forth the primary business terms pursuant to which the Developer proposes to build a multi-story mixed-use development known as the Top of the Hill project on approximately four and a half (4.5) acres of City-owned real property located at the intersection of Cedar Road and Euclid Heights Boulevard in the City (the “Project Site”), including any additional adjacent property not owned by the City but incorporated into the Project (the “Added Property”). The following terms and conditions are subject to the execution of a formal development agreement (the “Development Agreement”) which will contain the primary terms and conditions herein, among other essential terms and conditions to be agreed to by the parties. The City and the Developer agree to negotiate diligently and in good faith during the period following the Effective Date in order to draft and execute the Development Agreement and all related documentation as is necessary or appropriate to implement the development project outlined in this MOU, all of which documentation shall be in form and substance acceptable to the Developer and the City and their respective counsel, and subject to approval of City Council, in their respective sole discretion. Except as otherwise provided in Section 17 and Section 18 of this MOU and the Access Agreement described in Section 6 and attached as to form as Exhibit C if and when fully executed and effective, no party shall have any liability or obligation, one to the other, unless or until the Development Agreement is executed.

1. The Project

The “Project” referred to in this MOU is the Top of the Hill development contemplated by the Request for Qualifications issued by the City on April 19, 2016 (the “RFQ”) and described in the revised proposal submitted by the Developer on August 29, 2016 in response to the RFQ (the “Proposal”), which is attached hereto as Exhibit A, and in the Project Summary which is attached hereto as Exhibit B. For purposes of this MOU and the Development Agreement, the Project shall include the Project Site and any Added Property.

2. Vision/Development Goals

The Developer and the City seek to collaboratively create a signature mixed-use district that serves as a gateway to the City and a link between the City and the adjacent University Circle area of Cleveland. The City’s goal is that the development of the Project Site shall be completed in a manner which, at a minimum:

- a. Creates a dense, vibrant, pedestrian-friendly commercial district that dovetails with the architecture and aesthetics of the surrounding neighborhood;
- b. Provides a visual and symbolic entrance to the City;

- c. Complements existing neighborhood businesses and serves as a destination for the region;
- d. Catalyzes additional development;
- e. Creates positive economic and fiscal benefits for the neighborhood and the City;
- f. Improves existing parking and traffic conditions;
- g. Incorporates greenspace and uses sustainable best practices;
- h. Effectively incorporates community feedback into the design; and
- i. Encourages the inclusion of minority-owned business enterprises in the construction of the development.

3. Proposed Scope

Subject to development of further conceptual designs, community feedback and further market studies and economic feasibility analysis, the development plan for the Project Site will include luxury market-rate apartments (some of which may convert to condominiums and some of which shall have universal design and accessibility), first floor retail and restaurant space, structured parking, public gathering and green spaces, townhomes, “Class A” office space, and a nationally branded hotel or boutique hotel. The total project cost is currently expected to be between \$75 million and \$85 million. The Project is expected to be developed in one phase of construction.

The structured parking is expected to be privately owned and operated by the Developer, and will include parking spaces reserved for tenants in the Project as well as a number of parking spaces available to the general public approximately equal to the number of surface parking spaces currently located on the Project Site. Parking spaces made available to the general public will be subject to parking fees customary for the area.

4. Development Agreement

The City and the Developer will negotiate diligently and in good faith with the goal of entering into a Development Agreement within 90 days of executing an MOU, setting forth the essential terms upon which the development will proceed on the Project Site. The Development Agreement will include such terms as the City and the Developer deem necessary to implement the development as currently envisioned, including, at a minimum to the extent reasonably able to be determined upon execution of the Development Agreement, the following:

- a. Detailed descriptions of the improvements to be constructed on the Project Site and any Added Property;
- b. A detailed plan of finance with respect to the Project, including the amount of Developer contribution and other sources and uses of funds necessary to complete the Project;
- c. Detailed timelines/schedules/deadlines for the development acceptable to the City, including timelines and deadlines relating to community engagement, planning, diligence, financial underwriting, architectural design and review, City approvals, construction bidding and construction, and an agreement by the Developer to proceed in accordance with the agreed-upon schedule;

- d. Details relating to the City's process of zoning and planning approval and City assistance with financing of the Project using tax-increment financing pursuant to Section 5709.41 of the Ohio Revised Code (TIF), all as further described in Section 12 of this MOU;
- e. A detailed process and expected timeline relating to City review and approval of preliminary and final plans and specifications and any modifications to such plans and specifications as required by the City's zoning and plan approval process and City review and approval of preliminary and final architectural plans and drawings and any modification of such plans and drawings as required by the City's zoning and plan approval process;
- f. A requirement that traffic impact (including, but not limited to, vehicular, pedestrian, bicycle, etc.) and parking studies be completed at the Developer's expense and a requirement that the Developer deliver to the City detailed plans concerning parking and traffic at the Project Site based on those studies (including plans for accommodating parking needs for existing residential and commercial users during construction). The City and the Developer shall agree to cooperate and coordinate to (1) minimize parking and traffic issues during construction, and (2) if requested by the City, have a district-wide parking study completed (in which case the City and the Developer will share the cost of such study equitably);
- g. A merchandising plan for retail and commercial tenants generally consistent with the plan set forth in Exhibit D hereto;
- h. An agreement by the Developer that (1) tenants of the retail and commercial portions of the Project will not be businesses that are relocated from an existing business location within the City without the prior consent of the City Manager, which shall not be unreasonably withheld, delayed or conditioned, and (2) no lease of retail or restaurant space at the Project that is inconsistent with the merchandising plan set forth in Exhibit D will be entered into without the prior consent of the City Manager which shall not be unreasonably withheld, delayed or conditioned;
- i. Terms and conditions upon which the City will agree to lease the Project Site to the Developer, as provided in Section 5 below;
- j. A requirement that the Developer provide the City a detailed construction budget;
- k. A requirement that the Developer use commercially reasonable efforts to achieve MBE/FBE participation goals in connection with the Project as detailed in the Proposal;
- l. A detailed plan relating to security and avoidance of nuisances on the Project Site during construction;
- m. Provisions allowing the City to receive periodic reports from any construction inspector retained by any lender or financing source in connection with any financing of the Project, if requested by the City;
- n. A requirement for delivery to the City of (i) a completion guaranty by the Developer and the Developer's principal owners and (ii) if required, a guaranty by the Developer's principal owners of the Developer's payment obligations relating to any TIF financing related to the Project, each in a form reasonably satisfactory to the City, as applicable;

- o. Detailed provisions requiring the Developer to maintain insurance in form and amount reasonably required by the City and to provide the City customary indemnity with respect to the Project;
- p. Detailed provisions requiring the Developer to provide the City with periodic reporting and reasonable access to books and records pertaining to the Project; and
- q. An affirmative agreement by the Developer that (i) consistent with the budget provided to the Developer by the City, it will pay or reimburse the City for costs and expenses incurred by the City in connection with the development of the Project at the execution of the lease of the Project Site to Developer, and (ii) it will pay all costs and expenses incurred by Developer in connection with the development of the Project, including, but not limited to, all costs and expenses incurred by Developer in connection with title searches and title insurance, environmental studies and reports, feasibility studies, traffic impact studies and parking studies, appraisals, surveys and plats, architectural and construction costs, financing costs, and all legal fees incurred by Developer.

Notwithstanding anything herein to the contrary, the parties acknowledge that all deliverables or other matters described above may not be available or completed upon execution of the Development Agreement and the parties shall work together diligently and in good faith after the execution of the Development Agreement with respect thereto.

5. Lease of Project Site

The City shall lease the Project Site to the Developer, and such lease shall have nominal rent and a mutually acceptable purchase option in favor of the Developer. In the event the Developer elects to finance the Project in part by HUD, the City agrees to cooperate with the Developer to enable such financing, including the following:

- 1. Improvements are to be owned by the Developer;
- 2. Term of lease must be ten (10) years longer than HUD loan;
- 3. Casualty and condemnation proceeds shall be disbursed in accordance with the HUD loan documents; and
- 4. The HUD Lease Addendum attached hereto as Exhibit E shall be incorporated into the lease.

If necessary for the financing of the Project, including the proposed TIF financing described in Section 12 of this MOU, the Developer and the City shall negotiate diligently and in good faith to structure the lease of the Project Site from the City to the Developer as a financeable ground lease. In addition, to the extent permitted by law, the lease of the Project Site (or a sublease) will be structured to allow for the exemption of state and local sales taxes on all materials purchased for the construction of the Project.

6. Due Diligence

The Developer or its designee shall have a period of time commencing on the date of full execution of the Development Agreement and continuing for 180 days to conduct inspections of the Project Site. The Developer and its agents, representatives and contractors shall be granted full access to the land comprising the Project Site pursuant to an Access Agreement in a form substantially similar to the form attached to this MOU as Exhibit C for purposes of conducting such physical and environmental inspections, tests and surveys, including without limitation a Phase I environmental survey, soil borings, geotechnical testing, surveys and title searches (collectively, the “Inspections”) of the Project Site as the Developer deems necessary, in the Developer’s sole discretion, to determine the feasibility, costs and physical and other impediments to development of the Project.

The Developer shall provide copies to the City of any and all test results and reports relating to Inspection Work performed at the Project Site. The Developer shall be responsible for any damage to the Project Site caused by the Developer or the Developer’s inspectors or contractors during such Inspections, shall repair and restore the Project Site to its condition immediately prior to said Inspections, and shall indemnify and hold the City harmless from and against any and all costs, claims and liabilities arising therefrom except arising out of pre-existing conditions.

Additionally, the City shall furnish or make available to the Developer upon the Effective Date, all available information with respect to the history and physical and environmental condition of the Project Site which is in the City’s possession or control, including without limitation any environmental or geotechnical studies or tests, surveys, plats and title reports.

In the event that the Developer is dissatisfied with the results of the Inspections for any reason whatsoever, the Developer may give written notice to the City to such effect and thereafter shall have no obligation or liability with respect to the Project other than the reimbursement of expenses incurred by the City in connection with the Project not to exceed \$75,000; provided such expenses are consistent with the estimates provided to the Developer by the City in accordance with Section 17. Alternatively, the Developer may propose changes to the nature and scope (as set forth in the Development Agreement) of the proposed Project. If such changes are rejected by the City, the Developer may likewise give written notice to the City and thereafter shall have no obligation or liability with respect to the Project other than the reimbursement of the City’s expenses described above not to exceed \$75,000.

7. Community Engagement

The Developer acknowledges that the City considers community engagement to be a critical component of the development process for the Project, and the Developer agrees to cooperate with the City to gather input concerning the Project from residents and businesses in the Cedar-Fairmount district and the greater Cleveland Heights community.

The Developer agrees that it shall meet personally with the Cedar Fairmount Special Improvement District (the “SID”) to review for potential incorporation into the Project the design elements set forth in the SID’s November 2009 Cedar-Fairmount Transportation &

Streetscape Plan. Developer shall use reasonable efforts to enter into an agreement to participate in the SID that is acceptable to both Developer and the SID, provided that such agreement does not materially increase the Developer's costs or obligations.

The Developer agrees that as part of its Project review process it will make itself reasonably available to meet at convenient times and places with interested/inquiring task forces and community groups and to participate upon reasonable request in City Council meetings, public briefings and information sessions that are open to all interested parties. Developer agrees that, to the extent commercially reasonable, it will endeavor to incorporate into the Project, if and where appropriate, design suggestions made during the foregoing.

8. Communications/Coordination

The Development Agreement will include a mutually acceptable plan for communication and coordination between Developer and the City during the pre-construction planning period and the construction period for the Project. The plan will include, at a minimum, designated representatives of the Developer and the City, a schedule of coordination/update/project status meetings between the Developer and the City and a plan for communicating development plans and project updates to stakeholders in the community.

9. Design and Construction of Improvements

The development of the Project shall create, to the extent commercially feasible, high end residential, office and commercial units consistent with the City's goal of creating a landmark development that improves the vibrancy and livability of the surrounding neighborhood. The Project shall be completed using high quality materials in accordance with the agreed-upon plans and specifications approved by the Architectural Board of Review and in compliance with the City's existing guidelines and standards established for the Project. The Developer agrees to construct or cause construction to be completed in accordance with all applicable laws, ordinances, rules and regulations and safety standards.

Following the parties' execution of the Development Agreement, the Developer shall, at its sole cost and expense, prepare and submit to the City preliminary plans for the exterior configuration, appearance, orientation, size and permitted use of the improvements to be constructed as part of the Project and any signage to be placed thereon (the "Preliminary Plans"), upon which final construction plans will be based.

The Preliminary Plans and all final construction plans shall be subject to the City's zoning and planning approval process for residential/commercial developments.

10. Permitted Use

The Developer shall be entitled to sublet, license and allow use of portions of the Project as it deems appropriate, provided that retail and commercial use shall (1) be consistent with the merchandising plan attached as Exhibit D and (2) not include relocation of existing businesses within the City, unless, in either case, the City Manager consents to such retail and commercial uses, which shall not be unreasonably withheld, delayed or conditioned.

11. City Cooperation

The City intends to work collaboratively with the Developer to refine the Project and to assist the Developer as much as possible with streamlining City zoning, permitting and design review and approval processes.

The City will cooperate with the Developer in connection with the vacation of existing streets, dedication of new streets, re-platting/reconfiguration of the Project Site, changes in zoning (if applicable) and execution of reciprocal easement agreements or similar instruments with respect to the Project which are reasonably necessary to facilitate ingress, egress, access to utilities and access and to other public improvements.

The City will cooperate with the Developer with respect to requests that the Developer makes, from time to time, of other governmental or quasi-governmental entities providing resources or funding to the Project (*i.e.*, Federal, State, County, Port Authority).

12. Financing

The City will cooperate with the Developer to structure a Tax Increment Financing (“TIF”) for the Project under Section 5709.41 of the Ohio Revised Code. The City will provide the Developer assistance, if requested, with negotiations with the Cleveland Heights-University Heights School District (the “School District”) concerning the terms of the TIF transaction and will work with the Developer to structure the TIF in a manner that is consistent with other components of the Developer’s plan of finance for the Project. Notwithstanding anything in this MOU to the contrary, the City will cooperate with the Developer and take such actions and execute and deliver such documents as may be reasonably required to enable the Cleveland Cuyahoga County Port Authority to issue bonds or otherwise be involved in the financing/structuring of the Project.

The City acknowledges that the Developer expects to create a multi-tiered plan of finance for the Project and that the Developer shall have the right to grant a security interest, mortgage or other encumbrance (in any event, an “Encumbrance”) to secure debt related thereto (“Developer Financing”) in the Developer’s leasehold interest in the Project Site and all of the Developer’s right, title and interest in the improvements and any fixtures, equipment and personal property located therein or thereon.

Except as described in Section 5 of this MOU, no such Encumbrance shall extend to, affect or be a lien upon the estate and interest of the City in the Project Site or any part thereof.

In connection with any Developer Financing, in addition to the provisions of Section 5 of this MOU, the City shall cooperate with the Developer in the giving of any estoppel certificates with respect to the Lease and the granting of any customary recognition and non-disturbance agreements with respect to the Lease as may be reasonably required with respect to the Developer’s financing.

13. Taxes and Impositions

After execution of a Development Agreement, if any, and upon expiration of any due diligence period, the Developer shall pay all real property taxes and assessments (prorated on a lien basis) with respect to the Project Site directly to the taxing authority before the same become overdue. The City will cooperate with the Developer to cause all bills and statements for taxes and assessments to be delivered directly to the Developer and shall promptly deliver to the Developer any such bills and statements which the City receives. Except as otherwise provided in the Development Agreement or the terms of the proposed TIF financing described in Section 12 of this MOU, the Developer shall be permitted to contest any real property taxes or assessments with respect to the Project in accordance with applicable law and procedures. The Developer may apply for and receive any and all other incentives available and applicable to the Project from any and all federal, state and local governmental authorities and the City will cooperate with the Developer to apply for such incentives.

Developer shall direct its general contractor to make all income tax payments associated with such work during construction of the Project and to direct its subcontractors to do the same.

14. No Contingencies; Economic Feasibility

The Developer acknowledges that its obligation to proceed in accordance with this MOU and to negotiate and implement the Development Agreement as contemplated herein is not subject to or contingent upon receipt of any award of new market tax credits or historic tax credits. The City and the Developer acknowledge that (i) the economic feasibility of the Project requires additional market studies and analysis that will be completed, to the extent possible, during the inspection period described in Section 6 hereof, and (ii) the scope of the Project as currently contemplated may need to be adjusted pursuant to discussions between the Developer and the City to the extent one or more components of the Project as currently contemplated are determined by the Developer as a result of such market studies or analysis to not be economically feasible for the Project Site.

15. Exclusivity

In consideration of the expenses that the Developer has incurred and will incur in connection with the Project, the City agrees that until such time as this MOU has terminated in accordance with the provisions of Section 16, the City will not solicit or accept bids from any other party and will not furnish information with respect to the Project Site to any other party.

16. Termination

This MOU will automatically terminate and be of no further force and effect (except as provided in Section 17 and Section 18 below) upon the earlier of (i) the execution of the Development Agreement, (ii) mutual agreement of the City and the Developer, and (iii) within 90 days of executing an MOU.

17. Fees and Expenses

The Developer agrees to reimburse the City for all out-of-pocket costs incurred by the City in connection with the preparation and negotiation of this MOU and any other documentation contemplated hereby upon the execution of the Lease of the Project Site to Developer; provided such expenses are consistent with the estimates provided by the Developer to the City. Developer acknowledges that the City has provided a good faith estimate of its expenses related to the Project based upon certain assumptions, and that such estimate may need to be adjusted by mutual agreement of the City and the Developer to the extent circumstances change as the Project progresses. In the event this MOU terminates for any reason prior to execution of the Development Agreement, Developer's obligation under this Section 17 shall survive such termination but not to exceed \$25,000.

18. Indemnification

Developer agrees to defend, indemnify and hold harmless the City from and against any actions, suits, claims, losses, costs, demands, judgments, liabilities and damages asserted against the City to the extent such actions, suits, claims, losses, costs, demands, judgments, liabilities or damages are a result of or arise from the acts of Developer or its agents, employees, contractors, licensees, invitees or anyone else acting at Developer's request in connection with the Project. In the event this MOU terminates for any reason prior to the execution of the Development Agreement, Developer's obligation under this Section 18 shall survive such termination.

19. Press Releases

The Developer agrees not to issue any press releases or make other public announcements with respect to the Project without prior written approval of the City.

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It is expressly acknowledged and agreed by the parties hereto that, except as provided in the Sections entitled "Fees and Expenses" and "Indemnification", this Memorandum of Understanding is not intended, nor shall this Memorandum of Understanding be deemed, to be a binding or enforceable agreement of the parties to enter into a Development Agreement with respect to the Project Site and that this Memorandum of Understanding does not purport to be inclusive of all of the material terms and conditions relating to such Development Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF CLEVELAND HEIGHTS, OHIO

F&C DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____, 2017

Date: _____, 2017

The legal form and correctness of this instrument is approved:

By: _____
Name: _____
Title: _____

Date: _____, 2017

EXHIBIT A
DEVELOPER PROPOSAL

EXHIBIT B
PROJECT SUMMARY

EXHIBIT C

ACCESS AGREEMENT

ACCESS AGREEMENT

This Access Agreement (the “Agreement”) is made by and between the CITY OF CLEVELAND HEIGHTS, OHIO, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio (the “City”) and F&C DEVELOPMENT, INC., an Indiana corporation (the “Developer”) effective as of the last date set forth below their respective signatures hereto (the “Effective Date”) in connection with the possible lease and development by Developer of a vertical mixed-use lifestyle focused development known as the Top of the Hill project on approximately four and one-half (4.5) acres of City-owned real property located at the intersection of Cedar Road and Euclid Heights Boulevard in the City (the “Project Site”). As a condition to City’s agreement to allow Developer access to the Project Site which the City hereby grants to the Developer and its Representatives, Developer agrees to be bound by the terms set forth in this Agreement (the “Agreement”).

1. In connection with any entry by Developer or any of its officers, directors, employees, agents, advisors or representatives (collectively “Representatives”) onto the Project Site, Developer shall give City reasonable advance notice of such entry, which shall not be less than twenty-four (24) hours, and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize interference with (i) the business of City and (ii) the business of tenants, occupiers or licensees under any lease, license agreement or occupancy agreement affecting the Project Site, and otherwise in a manner reasonably acceptable to City. Notwithstanding the foregoing, Developer shall not perform any physically invasive testing of the Project Site, including, without limitation, performing any environmental testing, drilling or sampling, without first obtaining City’s prior written consent thereto, which consent shall not be unreasonably withheld, delayed or conditioned. City may have a representative present to observe all testing, work, inspections or entries onto the Project Site (such testing and other work, inspections and entries onto the Project Site are referred to herein as the “Inspection Work”). The Inspection Work shall be at Developer’s sole cost and expense and Developer agrees to keep the Project Site free and clear of any liens that may arise as a result thereof. All activities undertaken in connection with the Inspection Work shall fully comply with applicable law and regulations, including, without limitation, laws and regulations relating to worker safety, proper disposal of any disturbed or discarded materials, and noise and operating hour restrictions. Developer is solely responsible for the off-site disposal of any samples taken. Developer shall repair promptly any physical damage caused by the Inspection Work, and shall restore the Project Site to its condition immediately prior to entry by Developer on the Project Site. The Developer shall provide copies to the City of any test results and reports relating to the Inspection

Work promptly after completion of such work on the Project Site. The Developer shall maintain parking and minimize traffic issues during all testing and inspection activities on the Project Site.

2. Developer shall maintain, and shall ensure that its contractors to maintain, public liability and property damage insurance reasonably satisfactory to the City insuring Developer and its Representatives against any liability arising out of any entry or inspections of the Project Site pursuant to the provisions hereof. Such insurance maintained by Developer (and Developer's contractors) shall be in the amount of One Million Dollars (\$1,000,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy maintained by Developer shall insure the contractual liability of Developer covering the indemnities herein and shall (i) name the City (and its successors and assigns) as additional insureds, (ii) contain a cross-liability provision, and (iii) contain a provision that the insurance provided by Developer hereunder shall be primary and noncontributing with any other insurance available to such City. Developer shall provide City with evidence of such insurance coverage for City's review and approval prior to any entry or inspection of the Project Site. Developer shall indemnify and hold City and its respective affiliates, partners, trustees, shareholders, members, controlling persons, directors, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs whatsoever, including, without limitation, attorneys' and expert' fees and costs, costs of investigation and remediation costs arising out of or relating to any entry on the Project Site by Developer or any of its Representatives and/or the Inspection Work, except to the extent arising out of an existing condition of or on the Project Site or caused by the City or any person or party acting at the request, or on behalf, of the City. Notwithstanding any provision in this agreement to the contrary, except as may be required by law, neither Developer nor any of its Representatives shall contact any governmental official or representative regarding any hazardous or toxic materials on or the environmental condition of the Project Site, without City's prior written consent thereto, which consent may be withheld in City's sole discretion.
3. Notwithstanding anything to the contrary contained in this Agreement, City shall have the right to terminate Developer's access to the Project Site at any time upon the termination of the MOU between the parties regarding the Project Site.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF CLEVELAND HEIGHTS, OHIO

F&C DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____, 20__

Date: _____, 20__

The legal form and correctness of this instrument is approved:

By: _____
Name: _____
Title: _____

Date: _____, 20__

EXHIBIT D

MERCHANDISING PLAN

In keeping with goals of the Developer's Proposal, specifically that the City is seeking for the Project to be a dense, vibrant, pedestrian friendly commercial district that dovetails with the architecture and aesthetics of the surrounding neighborhood, the Developer expects to propose a fully integrated, regional mixed-use experience consisting of new retail, restaurant and entertainment concepts that do not currently exist in the region. The anticipated retail categories include, but are not limited to, the following: apparel, home stores, chef-driven restaurants, a music/theatre/cultural component and service providers such as a salon and spa. The Developer will agree that no retail or restaurant concepts will be relocated from anywhere within the City without prior consent of the City Manager which shall not be unreasonably withheld, delayed or conditioned.

EXHIBIT E
LEASE ADDENDUM

Lease Addendum

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 06/30/2017)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

INSTRUCTIONS FOR LEASEHOLD PROJECTS

These instructions and the following Lease Addendum have been prepared for use in connection with mortgage insurance for projects given pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* (“Act”), where the mortgaged property is subject to a ground lease. The ground lease term and other provisions must comply with the section of the Act under which the note is endorsed for insurance. The ground lease provisions must not conflict with any Program Obligations¹ promulgated by the U.S. Department of Housing and

¹ “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD’s official website: (<http://www.hud.gov/offices/adm/hudclips/index.cfm> or a successor location to that site).

Urban Development (“HUD”) with respect to such mortgage insurance. All ground rent amounts must have prior written approval by HUD.

These instructions and the following Lease Addendum are based on the presumption that the lease will be a ground lease and all buildings, improvements and fixtures now or hereafter erected will be owned in fee simple by the tenant and be deemed real estate under local law. The term “**Property**” shall be defined in the ground lease as the legally described land except the buildings and improvements now or hereafter located thereon. If the foregoing presumption is not correct the HUD closing attorney must be contacted for further instructions. These instructions and provisions of the following Lease Addendum must be set forth in the body of the ground lease, or the Lease Addendum must be attached to the ground lease and incorporated therein by reference.

LEASE ADDENDUM

Notwithstanding any other provisions of this ground lease, if and so long as this leasehold is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the security instrument, the following provisions of this Lease Addendum shall be in effect:

- a) The tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by a security instrument on this leasehold estate and the Improvements.² The tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.

- b) In the event that HUD acquires title to this leasehold estate or otherwise acquires title to the tenant’s interest herein, HUD shall have the option to purchase good and marketable fee simple title to the Property and the landlord’s interest, if any, in the Improvements, free of all liens and encumbrances except such as may be waived or accepted by HUD. Such option shall be exercised within twelve (12) months after HUD so acquires such leasehold estate or the tenant’s interest. The purchase price shall be the sum of _____ Dollars (\$_____), payable in cash, by check drawn on the U.S. Treasury, by electronic

² “Improvements” means the buildings, structures, and alterations now constructed or at any time in the future constructed or place u upon the land, including any future replacements and additions.

funds transfer or by wire transfer, provided all rents are paid to date of transfer of title. HUD shall, within said twelve months, give written notice to the landlord of its election to exercise said option to purchase. The landlord shall, within thirty (30) days after HUD gives such notice, execute and deliver to HUD a warranty deed of conveyance to HUD as grantee conveying the said fee and interest and containing a covenant against the grantor's acts, but excepting therefrom acts of the tenant and those claiming by, through or under the tenant. Nothing in this option shall require the landlord to pay any taxes or assessments that were due and payable by the tenant.

- c) If approved by HUD, the tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property and its interest in the Improvements without the need for approval or consent by any other person or entity.
- d)
 - (i) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by lender and HUD.
 - (ii) The landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the tenant to lender. The landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the tenant to lender.
- e)
 - (i) If all or any part of the Property or the Improvements or the leasehold estate shall be taken or damaged by condemnation, that portion of any award attributable to the Improvements or the tenant's interest in the leasehold estate or damage to the Improvements or to tenant's interest in the leasehold estate shall be paid to lender or otherwise disposed of as may be provided in the security instrument. Any portion of the award attributable solely to the underlying fee estate (exclusive of any Improvements) shall be paid to the landlord. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in paragraph (b) of this Lease Addendum.
 - (ii) In the event of a negotiated sale of all or a portion of the Property or the Improvements, in lieu of condemnation, the proceeds shall be distributed and annual ground rent reduced as provided in cases of condemnation, but the approval of HUD and lender shall be required as to the amount and division of the payments to be received.
- f) The landlord may terminate the ground lease prior to the expiration day of the full term of this ground lease ("**Expiration Date**") after a tenant default under this ground lease ("**Ground Lease Event of Default**"), but only under the following circumstances and procedures. If any Ground Lease Event of Default shall occur, then and in any such event, the landlord shall at any time thereafter during the continuance of such Ground Lease Event of Default and prior to any cure, give written notice of such default(s) ("**Notice of Default**") to the tenant, lender and HUD, specifying the Ground Lease Event of Default and the methods of cure, or declaring that a Ground Lease Event of Default is

incurable. If the Ground Lease Event of Default is a failure to pay money, the landlord shall specify and itemize the amounts of such default. Failure to pay money shall be specified as a separate default and not combined with a non-monetary Ground Lease Event of Default. Within sixty (60) days from the date of giving the Notice of Default to the tenant, the tenant must cure a monetary default by paying the landlord all amounts specified in the Notice of Default and must cure any specified Ground Lease Event of Default that is capable of being cured within such period. During the period of 180 days commencing upon the date Notice of Default was given to lender and HUD, lender or HUD may: (a) cure any Ground Lease Event of Default; and (b) commence foreclosure proceedings or institute other state or federal procedures to enforce lender's or HUD's rights with respect to the leasehold or the tenant Improvements. If the tenant, lender or HUD reasonably undertake to cure any Ground Lease Event of Default during the applicable cure period and diligently pursues such cure, the landlord shall grant such further reasonable time as is necessary to complete such cure. If HUD or lender commences foreclosure or other enforcement action within such 180 days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the tenant's rights under the lease is established in or assigned to HUD or such lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the tenant's rights under the lease to lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Ground Lease Event of Default and such terminated Ground Lease Event of Default shall not give the landlord any right to terminate the lease. Such purchaser may cure a curable Ground Lease Event of Default within said 90 days. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Ground Lease Event of Default has been achieved as aforesaid, then and in that event, this lease shall terminate, and, on such date, the term of this lease shall expire and terminate and all rights of the tenant under the lease shall cease and the Improvements, subject to the security instrument and the rights of lender thereunder, shall be and become the property of the landlord. All costs and expenses incurred by or on behalf of the landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the tenant under this ground lease shall constitute additional rent hereunder. The landlord shall have no right to terminate this ground lease except as provided in this paragraph (f).

- g) Upon termination of this ground lease pursuant to paragraph (f) above, the landlord shall immediately seek to obtain possession of the Property and Improvements. Upon acquiring such possession, the landlord shall notify HUD and lender in writing. Lender and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as tenant, a new ground lease on the Property and on the Improvements. Such new ground lease shall have a term equal to the unexpired portion of the term of this ground lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this ground lease, including without limitation, the option to purchase set forth under paragraph (b) above, except that lender's or HUD's liability for ground rent shall not extend beyond their occupancy under such ground lease. The landlord shall tender such new ground lease to lender or HUD within thirty (30) days after a request for such ground

lease and shall deliver possession of the Property and Improvements immediately upon execution of the new ground lease. Upon executing a new ground lease, lender or HUD shall pay to the landlord any unpaid ground rent due or that would have become due under this ground lease to the date of the execution of the new ground lease, including any taxes which were liens on the Property or the Improvements and which were paid by the landlord, less any net rentals or other income which the landlord may have received on account of the Property and Improvements since the date of default under this ground lease.

- h) The landlord agrees that within ten (10) days after receipt of written request from the tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority³ in connection with any work which the tenant may do hereunder and will also join in any grants for easements for electric telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any Improvements and if, at the expiration of such ten (10) day period, the landlord shall not have joined in any such application, or grants for easements, the tenant shall have the right to execute such application and grants in the name of the landlord, and for that purpose, the landlord hereby irrevocably appoints the tenant as its attorney-in-fact to execute such papers on behalf of the landlord, only to the extent that a public body as landlord may do so within the exercise of its municipal powers and responsibilities.
- i) Nothing in this ground lease shall require the tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the tenant under this ground lease.
- j) All notices, demands and requests which are required to be given by the landlord, the tenant, lender or HUD in connection with this Ground Lease shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices to lender or HUD shall be addressed as follows:

If to Lender: _____

³ “**Governmental Authority**” means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the mortgaged property, including the use, operation or improvements of the mortgaged property.

If to HUD: _____

If to Tenant: _____

If to Landlord: _____

- k) This ground lease shall not be modified without the written consent of HUD and lender.
- l) The provisions of this Lease Addendum benefit lender and HUD and are specifically declared to be enforceable against the parties to this lease and all other persons by lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of this ground lease, the provisions of this Lease Addendum shall prevail and control.

Warning

Any person who knowingly presents a false, fictitious or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability and administrative sanctions.

1131867.2

Proposed: 7/3/2017

ORDINANCE NO. 84-2017 (PSH), *First Reading*

By Council Member

An Ordinance enacting Chapter 711, “Medical Marijuana,” of the Codified Ordinances of Cleveland Heights.

WHEREAS, on September 8, 2016, Ohio House Bill 523 (codified in Ohio Revised Code Chapter 3796) took effect approving a Medical Marijuana Control Program, under which licensed medical marijuana cultivators, processors, dispensaries, and testing laboratories (hereafter referred to collectively as “Medical Marijuana Entities”) could legally operate within the State of Ohio; and

WHEREAS, the City of Cleveland Heights has the power to regulate and license Medical Marijuana Entities pursuant to Ohio Revised Code Chapter 3796 and pursuant to its exercise of police powers for furtherance and protection of the health, safety, and general welfare of the residents of Cleveland Heights; and

WHEREAS, this Council has determined that Medical Marijuana Entities should be able to locate within Cleveland Heights so that residents may access this form of medical relief in order to reduce or eliminate pain and suffering caused by the severe medical conditions identified by the Ohio legislature as qualifying for medical marijuana treatment; and

WHEREAS, this Council has determined that the business regulations set forth herein shall ensure the safe and secure operation of Medical Marijuana Entities within the City.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Chapter 711, “Medical Marijuana,” of the Codified Ordinances of Cleveland Heights shall be, and is hereby, enacted and adopted in its entirety to read as Exhibit A attached hereto and fully incorporated herein. A complete copy of Exhibit A is also on file with the Clerk of Council.

SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Ordinance shall take effect and be in force at the earliest time allowed by law.

ORDINANCE NO. 84-2017 (PSH)

CHERYL L. STEPHENS, Mayor
President of the Council

LAURIE SABIN
Clerk of Council

PASSED:

EXHIBIT A

**CHAPTER 711
MEDICAL MARIJUANA**

711.01 DEFINITIONS.

Unless otherwise defined herein, the terms in the Chapter shall have the same meaning as set forth in Ohio Revised Code Section 3796.01.

(a) “Applicant” shall mean any person or entity applying for a License pursuant to this Chapter.

(b) “License” shall mean a license issued pursuant to this Chapter.

(c) “Licensee” shall mean a person or entity with a valid License received pursuant to this Chapter.

(d) “Medical Marijuana Entity” shall mean a medical marijuana cultivator, processor, dispensary, or testing laboratory authorized by Ohio Revised Code Chapter 3796.

711.02 LICENSE REQUIRED

No Medical Marijuana Entity shall operate within the City, without a valid License, which is in full force and effect and issued pursuant to this Chapter, or without a valid state certificate or license, as applicable.

711.03 LICENSING AUTHORITY

(a) The City Manager or designee is the Licensing authority and, pursuant to this Chapter, shall consider the applications for Licenses and issue, suspend, revoke, or deny issuances of Licenses.

(b) An application for a License shall be granted on the approval of the City Manager or designee at his/her sole discretion.

(c) A renewal application for a License shall be granted on the approval of the City Manager or designee at his/her sole discretion.

(d) Nothing in this Chapter shall be construed to limit the Police Division’s ability to investigate unlawful activity in relation to a License or the unlawful operation of a Medical Marijuana Entity.

711.04 LICENSE PROCEDURES AND FEES.

(a) Applicants desiring to operate a Medical Marijuana Entity shall make an application upon a form provided by the City Manager or designee.

ORDINANCE NO. 84-2017 (PSH)

(b) All applications shall include a security plan, subject to approval by the Chief of Police, and a non-refundable application fee of Two Hundred and Fifty dollars (\$250). Said security plan shall be in a form proscribed by the Chief of Police. Applicant shall supply any and all additional information requested by the Chief of Police to evaluate said security plan.

(c) Upon approval by the City Manager Applicant shall pay a license fee of Five Thousand Dollars (\$5,000.00) per calendar year or fraction thereof.

(d) Each License shall be an annual license, which covers the period of the issuance until December 31.

(e) A renewal application shall be submitted by at least October 1 of each year upon a renewal form provided by City Manager or designee.

(f) Any Medical Marijuana Entity that fails to timely obtain a renewal of License shall not operate after the License expires on December 31.

(g) Each License shall be displayed permanently in a conspicuous place on the premise of the Medical Marijuana Entity for which it is issued.

(h) Each License shall be only assignable or transferable, as to person or location, upon written consent of the City Manager or designee.

(i) If, at any time, the Medical Marijuana Entity is subject to any enforcement action by the State of Ohio, the Medical Marijuana Entity shall immediately notify the City Manager and provide any relevant information or documentation requested by the City Manager.

(j) If, at any time, the Medical Marijuana Entity or its employee has a reasonable belief that an actual loss, theft, or diversion of medical marijuana or currency over One Hundred Dollars (\$100) has occurred, Medical Marijuana Entity shall immediately notify the Cleveland Heights Police Department, and such notification shall be provided no later than 24 hours after discovery of the loss, theft, or diversion.

711.05 LICENSE SUSPENSION OR RECOVATION.

The City Manager or designee may suspend or revoke any License for violation of any City ordinance, false or incorrect information submitted on the license application, or for failure to comply with the approved security plan.

711.06 SERVICE OF DENIAL OR RECOVATION NOTICE

All notices of denial or revocation issued pursuant to this Chapter shall be served by first-class mail to the address supplied on the License application.

ORDINANCE NO. 84-2017 (PSH)

711.07 MEDICAL MARIJUANA REVIEW BOARD.

(a) There is hereby created a Medical Marijuana Review Board (hereafter, the “Board”) consisting of the Chairperson of the Public Safety and Health Committee of Council or other member of City Council appointed by the Mayor, the City Manager or designee, and Director of Economic Development or designee.

(b) The presence of two (2) members of the Board shall constitute a quorum. Any action of the Board shall require two (2) affirmative votes.

711.08 HEARING BEFORE THE MEDICAL MARIJUANA BOARD

(a) Any person issued a revocation or denial of a license pursuant to this Chapter may request a hearing before the Board. A hearing request must be made in writing and received by the Director of Law within seventeen (17) calendar days of the date of the first-class mailing of the notice.

(c) The hearing shall be held within a reasonable time from receipt of the request to appeal. The Applicant shall be given at least fourteen (14) calendar days’ notice of the date, time, and location of the hearing and shall have the opportunity to present sworn evidence to the Board and cross examine any sworn witnesses presented by the City. The hearing shall proceed in a manner prescribed by the Board.

(d) After said hearing, the Board shall render a written decision affirming or reversing the License revocation or suspension.

711.99 PENALTY

Whoever violates any provision of this Chapter is guilty of a minor misdemeanor on a first offense and a fourth degree misdemeanor on a second or subsequent offense with penalties as provide by Section 501.99 of the Codified Ordinances.

Proposed: 7/3/2017

RESOLUTION NO. 85-2017 (CRR)

By Council Member

A Resolution proclaiming July 2017, *National Parks and Recreation Month*, in the City of Cleveland Heights; and declaring an emergency.

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Cleveland Heights; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as *Parks and Recreation Month*; and

WHEREAS, the City of Cleveland Heights is honored to take part in the annual observance of *National Parks and Recreation Month* to distinguish Cleveland Heights as an attractive and desirable community to live, work, play, and visit.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

RESOLUTION NO. 85-2017 (CRR)

SECTION 1. This Council hereby proclaims July 2017, *National Parks and Recreation Month*, in the City of Cleveland Heights and encourages residents to take advantage of the many opportunities to participate in parks and recreation programs and enjoy the amenities available through the City of Cleveland Heights' parks, Cumberland Outdoor Pool, and the Cleveland Heights Community Center.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Parks and Recreation Month* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

CHERYL L. STEPHENS, Mayor
President of the Council

LAURIE SABIN
Clerk of Council

PASSED:

Proposed: 7/3/2017

RESOLUTION NO. 86-2017 (F) *First Reading*

By Council Member

A Resolution approving the adoption of the 2018 Tax Budget; and declaring an emergency.

WHEREAS, the City Manager has previously prepared and submitted to the Council a proposed 2018 Tax Budget for Council's review and evaluation; and

WHEREAS, the members of the Council have subsequently met with the City Manager and her staff for the purpose of review, evaluation and their recommendations on the proposed Budget; and

WHEREAS, a copy of the proposed 2018 Tax Budget is available for inspection by the general public at the office of the Director of Finance at the City Hall; and

WHEREAS, a notice of public hearing (which will be held July 17, 2018 at 7:00 p.m) will be given at least ten (10) days prior to the public hearing on said 2018 Tax Budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby approves the adoption of the 2018 Tax Budget as is on file in the office of the Director of Finance, Clerk of Council.

SECTION 2. The Clerk of Council is hereby directed to make a copy of the approved 2018 Tax Budget a matter of record.

SECTION 3. The Director of Finance is hereby directed to file two (2) copies of the approved 2015 Tax Budget with the Cuyahoga County Budget Commission.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being to permit its timely filing with the Budget Commission within the period permitted by law. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 86-2017 (F)

CHERYL L. STEPHENS, Mayor
President of the Council

LAURIE SABIN
Clerk of Council

PASSED:

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit

City of Cleveland Heights

For the Fiscal Year Commencing

January 1, 2018

Fiscal Officer Signature _____

Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.

In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing authority must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

City of Cleveland Heights - 2018

SCHEDULE 1

I Fund	II Purpose	III Authorized By Voters On MM/DD/YY	IV Levy Type	V Number Of Years Levy To Run	VI Tax Year Begins/ Ends	VII Collection Year Begins/ Ends	VIII Maximum Rate Authorized	IX \$ AMOUNT Requested Of Budget Commission
101-GENERAL FUND	Current Expenses		Inside and Charter		January 1, 2018	January 1, 2018	9.62	\$7,900,000.00
232-POLICE PENSION	Current Expenses		Inside		January 1, 2018	January 1, 2018	0.3	\$245,000.00
233-FIRE PENSION	Current Expenses		Inside		January 1, 2018	January 1, 2018	0.3	\$245,000.00
301-BOND RETIREMENT	Debt Service		Debt Millage		January 1, 2017	January 1, 2017	3	\$2,500,000.00
Totals							13.22	\$10,890,000

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I	II	III	IV	V	VI	VII
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Revenue	Other Sources Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
101-GENERAL FUND	3,850,000.00	9,455,000.00	33,549,000.00	46,854,000.00	43,004,000.00	3,850,000.00
102-BUDGET STABILIZATION ACCOUNT	1,000,000.00	0.00	1,000,000.00	2,000,000.00	0.00	2,000,000.00
301-BOND RETIREMENT FUND	1,720,000.00	2,500,000.00	799,000.00	5,019,000.00	1,780,000.00	3,239,000.00
232-POLICE PENSION FUND	0.00	245,000.00	855,000.00	1,100,000.00	1,100,000.00	0.00
233-FIRE PENSION FUND	0.00	245,000.00	1,255,000.00	1,500,000.00	1,500,000.00	0.00
201-STREET MAINTENANCE FUND	275,000.00	0.00	1,600,000.00	1,875,000.00	1,600,000.00	275,000.00
202-FOUNDATION GRANTS FUND	55,000.00	0.00	5,000.00	60,000.00	5,000.00	55,000.00
203-FIRST SUBURBS CONSORTIUM FUND	80,000.00	0.00	50,000.00	130,000.00	50,000.00	80,000.00
204-COMMUNICATIONS DISPATCH FUND	0.00	0.00	800,000.00	800,000.00	800,000.00	0.00
205-PUBLIC WORKS MAINTENANCE FUND	400.00	0.00	0.00	400.00	0.00	400.00
206-LAW ENFORCEMENT TRUST FUND	60,000.00	0.00	12,000.00	72,000.00	35,000.00	37,000.00
207-DRUG LAW ENFORCEMENT FUND	125,000.00	0.00	100,000.00	225,000.00	115,000.00	110,000.00
208-COMMUNITY DEVELOPMENT BLOCK GRANT FUND	0.00	0.00	1,800,000.00	1,800,000.00	1,800,000.00	0.00
211-H.O.M.E. PROGRAM FUND	0.00	0.00	170,000.00	170,000.00	170,000.00	0.00
212- FEMA FUND	0.00	0.00	0.00	0.00	0.00	0.00
213-POLICE IMPROVEMENT FUND	40,000.00	0.00	20,000.00	60,000.00	20,000.00	40,000.00
214-LOCAL PROGRAMMING FUND	670,000.00	0.00	200,000.00	870,000.00	200,000.00	670,000.00
215-CAIN PARK FUND	0.00	0.00	750,000.00	750,000.00	750,000.00	0.00
216-RECREATIONAL FACILITIES IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0.00	0.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
217-PUBLIC RIGHT OF WAY FUND	25,000.00		8,000.00	33,000.00	10,000.00	23,000.00
221-INDIGENT DUI TREATMENT FUND	200,000.00		2,000.00	202,000.00	15,000.00	187,000.00
222-COURT COMPUTER FUND	50,000.00		120,000.00	170,000.00	120,000.00	50,000.00
223-DUI ENFORCEMENT EDUCATION FUND	100,000.00		5,000.00	105,000.00	50,000.00	55,000.00
225-COURT SPECIAL PROJECTS FUND	1,800,000.00		150,000.00	1,950,000.00	290,000.00	1,660,000.00
226-LEAD SAFE FUND	0.00		300,000.00	300,000.00	300,000.00	0.00
227-NEIGHBORHOOD STABILIZATION PROGRAM FUND	120,000.00		0.00	120,000.00	0.00	120,000.00
230-STREET LIGHTING FUND	700,000.00		960,000.00	1,660,000.00	1,000,000.00	660,000.00
231-FORESTRY FUND	460,000.00		1,109,925.00	1,569,925.00	1,100,000.00	469,925.00
234-EARNED BENEFITS FUND	0.00		600,000.00	600,000.00	600,000.00	0.00
237-FIRST SUBURBS DEVELOPMENT COUNCIL	45,000.00		20,000.00	65,000.00	10,000.00	55,000.00
402-CAPITAL EQUIPMENT/IMPROVEMENTS FUND	765,000.00		1,000,000.00	1,765,000.00	1,000,000.00	765,000.00
411-ECONOMIC DEVELOPMENT FUND	1,600,000.00		30,000.00	1,630,000.00	50,000.00	1,580,000.00
412-CITY HALL MAINTENANCE FUND	55,000.00		35,000.00	90,000.00	15,000.00	75,000.00
415-RING ROAD CONSTRUCTION FUND	35,000.00		0.00	35,000.00	0.00	35,000.00
601-WATER FUND	2,750,000.00		2,000,000.00	4,750,000.00	2,000,000.00	2,750,000.00
602-SEWER FUND	490,000.00		1,500,000.00	1,990,000.00	1,500,000.00	490,000.00
603-PARKING FUND	415,000.00		1,340,400.00	1,755,400.00	1,450,000.00	305,400.00
606-AMBULANCE SERVICE FUND	875,000.00		840,000.00	1,715,000.00	800,000.00	915,000.00
804-OFFICE ON AGING DONATIONS FUND	0.00		4,000.00	4,000.00	4,000.00	0.00
808-YOUTH RECREATION DONATION FUND	30,000.00		5,000.00	35,000.00	5,000.00	30,000.00
809-POLICE MEMORIAL FUND	10,000.00		0.00	10,000.00	600.00	9,400.00
810-YOUTH ADVISORY COMMISSION FUND	70.00		100.00	170.00	100.00	70.00
811-JUVENILE DIVERSION PROGRAM FUND	4,500.00		5,000.00	9,500.00	5,000.00	4,500.00
857-SALES TAX FUND	300.00		30.00	330.00	30.00	300.00
858-MISCELLANEOUS AGENCY FUND	310,000.00		50,000.00	360,000.00	150,000.00	210,000.00
864-NEORS D BILLING FUND	85,000.00		10,000,000.00	10,085,000.00	10,000,000.00	85,000.00

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
 (Do Not Include General Obligation Debt Being Paid By Other Sources)
 (Do Not Include Special Obligation Bonds & Revenue Bonds)

SCHEDULE 3

I Purpose Of Bonds Or Notes	II Date Of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Calendar Year	V Amount Required To Meet Calendar Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
2014 - Refund Ring Road Improvement Bonds	07/14	12/29	\$2,140,000.00	\$187,702.00	
2015 - Off Street Parking Bonds Refunded	04/15	12/28	\$4,480,000.00	\$460,944.00	
2014 - Various Purpose Bonds	04/14	12/28	\$2,170,000.00	\$354,223.00	
2015 - Various Purpose Bonds	04/15	12/29	\$1,781,000.00	\$251,017.10	
2016 - Various Purpose Bonds	04/16	12/30	\$1,485,000.00	\$143,363.50	
2010 - Motorized Equipment Note	07/17	07/18	\$112,000.00	\$38,000.00	
2010 - Monticello & Taylor St. Improvement Note	07/17	07/18	\$181,000.00	\$14,000.00	
2010 - Street Improvement Note	07/17	07/18	\$116,000.00	\$9,000.00	
2011 - Motorized Equipment Note	07/17	07/18	\$105,000.00	\$26,250.00	
2012 - Motorized Equipment Note	07/17	07/18	\$295,000.00	\$60,000.00	
2012 - Computer Equipment Note	07/17	07/18	\$51,000.00	\$11,000.00	
2013 - Motorized Equipment Note	07/17	07/18	\$417,000.00	\$70,000.00	
2013 - Computer Equipment Note	07/17	07/18	\$8,000.00	\$2,000.00	
2013 - Water Line Improvement Note	07/17	07/18	\$185,000.00	\$5,000.00	
2017 - Energy Conservation Bond	07/17	07/37	\$6,050,000.00	\$433,000.00	
Totals			\$17,436,000.00	\$1,877,797.60	

TAX ANTICIPATION NOTES

(Schools Only)

SCHEDULE 5

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
Amount Required To Meet Budget Year Principal & Interest Payments:		
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		

Amount Of Debt Service To Be Apportioned To The Following Settlements:		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

Proposed: 7/3/2017

ORDINANCE NO. 87-2017 (F)

By Council Member

An Ordinance providing for the issuance and sale of \$1,285,000 of notes, in anticipation of the issuance of bonds, for the purpose of (i) reconstructing, resurfacing and otherwise improving City streets; (ii) rebuilding Monticello Boulevard and Taylor Road, including engineering and planning costs with respect thereto; (iii) acquiring motorized equipment and appurtenances thereto; and (iv) acquiring computer hardware and related equipment, and declaring an emergency.

WHEREAS, pursuant to Ordinance Nos. 71-2010 and 72-2010, each passed on June 21, 2010, and Ordinance No. 84-2010, passed on July 6, 2010, there were issued \$1,635,000 of notes in anticipation of bonds for the purposes stated in clauses (i), (ii) and (iii) of Section 1, as part of a consolidated issue of \$1,850,000 Various Purpose General Obligation Bond Anticipation Notes, Series 2010, which notes were retired at maturity, together with other funds available to the City, with \$1,353,000 of notes issued in anticipation of bonds pursuant to Ordinance No. 88-2011, passed on July 18, 2011, as part of a consolidated issue of \$1,703,000 Various Purpose General Obligation Bond Anticipation Notes, Series 2011 (the 2011 Notes); and

WHEREAS, pursuant to Ordinance No. 89-2011, passed on July 18, 2011, there were issued \$350,000 of notes in anticipation of bonds for the purpose stated in clause (iii) of Section 1, as part of the consolidated issue of the 2011 Notes; and

WHEREAS, the 2011 Notes were retired at maturity, together with other funds available to the City, with the proceeds of \$1,351,000 of notes (the 2012 Refunding Notes) issued in anticipation of bonds pursuant to Ordinance No. 90-2012, passed on July 2, 2012, as part of a consolidated issue of \$2,126,000 Various Purpose Notes, Series 2012; and

WHEREAS, pursuant to Ordinance Nos. 88-2012 and 89-2012, each passed on July 2, 2012, there were issued \$775,000 of notes (the 2012 New Money Notes, and, together with the 2012 Refunding Notes, the 2012 Notes) in anticipation of bonds for the purposes stated in clauses (iii) and (iv) of Section 1, as part of the consolidated issue of the 2012 Notes; and

WHEREAS, the 2012 Notes were retired at maturity, together with other funds available to the City, with the proceeds of \$1,488,000 of notes (the 2013 Refunding Notes) issued in anticipation of bonds pursuant to Ordinance No. 120-2013, passed on July 15, 2013, as part of a consolidated issue of \$2,378,000 Various Purpose Notes, Series 2013; and

WHEREAS, pursuant to Ordinance Nos. 117-2013, 118-2013 and 119-2013, each passed on July 15, 2013, there were issued \$890,000 of notes (the 2013 New Money Notes, and, together with the 2013 Refunding Notes, the 2013 Notes) in anticipation of bonds for the purposes stated in clauses (iii), (iv) and (v) of Section 1, as part of the consolidated issue of \$2,378,000 Various

ORDINANCE NO. 87-2017 (F)

Purpose Notes, Series 2013, which 2013 Notes were retired at maturity, together with other funds available to the City, with the proceeds of \$2,151,000 Various Purpose Notes, Series 2014 (the 2014 Notes), issued in anticipation of bonds pursuant to Ordinance No. 89-2014, passed on July 7, 2014, which 2014 Notes were retired at maturity, together with other funds available to the City, with the proceeds of \$1,925,000 Various Purpose Notes, Series 2015, issued in anticipation of bonds pursuant to Ordinance No. 88-2015, passed on July 6, 2015, which 2015 Notes were retired at maturity, together with other funds available to the City, with the proceeds of \$1,700,000 Various Purpose Notes, Series 2016 (the Outstanding Notes), issued in anticipation of bonds pursuant to Ordinance No. 57-2016, passed on July 5, 2016, which Outstanding Notes mature on July 26, 2017; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvements described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in clause (i) of Section 1 is 12 years, in clause (ii) of Section 1 is 17 years, in clause (iii) of Section 1 (\$112,000 of the Notes) is two years, in clause (iii) of Section 1 (\$105,000 of the Notes) is three years, in clauses (iii) (\$295,000 of the Notes) and (iv) (\$51,000 of the Notes) of Section 1 is four years and in clauses (iii) (\$417,000 of the Notes) and (iv) (\$8,000 of the Notes) of Section 1 is five years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds described in clauses (i) and (ii) of Section 1 is August 4, 2030, in anticipation of \$112,000 of the Bonds described in clause (iii) of Section 1 is August 4, 2020, in anticipation of \$105,000 of the Bonds described in clause (iii) of Section 1 is August 3, 2021, in anticipation of \$295,000 of the Bonds described in clause (iii) of Section 1 and \$51,000 of the Bonds described in clause (iv) of Section 1 is August 1, 2022, and in anticipation of \$417,000 of the Bonds described in clause (iii) of Section 1 and \$8,000 of the Bonds described in clause (iv) of Section 1 is July 31, 2023;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, County of Cuyahoga, Ohio, that:

SECTION 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the City in the aggregate principal amount of \$1,285,000 (the Bonds) for the purpose of (i) reconstructing, resurfacing and otherwise improving City streets, together with necessary appurtenances thereto (\$116,000), (ii) rebuilding Monticello Boulevard and Taylor Road, including engineering and planning costs with respect thereto (\$181,000), (iii) acquiring motorized equipment and appurtenances thereto (\$929,000) and (iv) acquiring computer hardware and related equipment (\$59,000).

SECTION 2. Estimated Bond Terms. The Bonds shall be dated approximately July 1, 2018, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in six annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is substantially equal. The first interest

ORDINANCE NO. 87-2017 (F)

payment on the Bonds is estimated to be December 1, 2018, and the first principal payment of the Bonds is estimated to be December 1, 2019.

SECTION 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,285,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate signed in accordance with Section 6 (the Final Terms Certificate). The Notes shall bear interest at a rate not to exceed 4% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Director of Finance in the Final Terms Certificate.

SECTION 4. Payment of Debt Charges; Paying Agent. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of U.S. Bank National Association, or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Final Terms Certificate after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

SECTION 5. Execution of Notes; Book Entry System. The Notes shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance.

As used in this section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of

the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

SECTION 6. Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to Robert W. Baird & Co. Incorporated (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Note Purchase Agreement (as defined below). The Director

ORDINANCE NO. 87-2017 (F)

of Finance shall sign the Final Terms Certificate evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The City Manager, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Note Purchase Agreement. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Purchase Agreement between the City and the Original Purchaser (the Note Purchase Agreement), in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Notes. The Note Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Purchase Agreement or amendments thereto.

(c) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(d) Ohio Market Access Program. If the Director of Finance determines in the Final Terms Certificate for it to be in the best interest of and financially advantageous to the City, the City shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing the Standby Note Purchase Agreement and Paying Agent Agreement. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to

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purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

SECTION 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

SECTION 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

SECTION 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year, to the extent other money is lawfully available for the payment of debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

SECTION 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

SECTION 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

SECTION 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

SECTION 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 15. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 16. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to sell the Notes at the earliest possible date, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore,

ORDINANCE NO. 87-2017 (F)

this Ordinance shall be in full force and effect immediately upon its passage, provided it receives the affirmative vote of five members of Council elected thereto; otherwise, it shall be in full force and effect from and after the earliest period allowed by law.

CHERYL L. STEPHENS, Mayor
President of the Council

LAURIE SABIN
Clerk of Council

PASSED:

City Council for the City of Cleveland Heights, Ohio, held a Committee Meeting of the Whole on the above date at 7:08 p.m. to discuss the contents of the City Manager's memo.

Council Members present: Dunbar, Roe, Seren, Stein, Stephens, Ungar, Yasinow

Staff present: Boland, Briley, Butler, Freeman, Juliano, Lambdin, Mannarino, McRae, Mecklenburg, Niermann O'Neil, Sabin, Smith, Wong

The Council of the City of Cleveland Heights, Ohio, met on the above date at 7:51 p.m., Mayor Stephens presiding.

Council Members present: Dunbar, Roe, Seren, Stein, Stephens, Ungar, Yasinow

Staff present: Boland, Briley, Butler, Freeman, Juliano, Lambdin, Mannarino, McRae, Mecklenburg, Niermann O'Neil, Sabin, Smith, Wong

Mayor Stephens stated, "Good evening and welcome to Cleveland Heights City Council Meeting for the evening of Monday, June 19. Thank you for your patience in our delayed start. As you know, we've had a series of significant issues to discuss in our work session, Council of the Whole, and prior to that as well as in this evening's meeting. If the Clerk would call the roll please."

Roll Call: Present: Dunbar, Roe, Seren, Stein, Stephens, Ungar, Yasinow

Laurie Sabin stated, "Seven present."

Mayor Stephens stated, "Seven members present. Excellent. There are no members to excuse. Comments on the minutes of the special Council meeting on Monday, June 5? You had a few?"

Councilwoman Roe stated, "Well, I wasn't here, but I reviewed them for not content, but for words and punctuation and spelling."

Mayor Stephens stated, "Oh, so you will serve as our wordsmith?"

Councilwoman Roe stated, "So, I have that."

Mayor Stephens stated, "If you would give that to the Clerk then."

Councilman Ungar stated, "Proofreader."

Mayor Stephens stated, "Thank you, ma'am. At this time, we have a long-standing tradition that is part of our charter actually, personal communication from residents. There are a couple of priority conversations that have been going on in this community over the last three to four weeks. One of them specifically is Coventry School's potential redevelopment. This evening, moments ago, this Council decided to reiterate something that we all believe in and that is that it is part of our job to listen to the residents whom we serve and represent and so, instead of moving directly issue the Request for Proposal on the Coventry School project, we will move forward to have a public hearing. We have not yet set the date for that public hearing, but we will listen to as many residents as we can handle in an

evening who will be polite to us. Okay, and even if you're not very polite, we'll listen because that is part of our job, and we hope that you will communicate with us in such a way that we will listen at length and learn, and if there are things that we can adapt as part of our process, we will, but remember, we listen, but sometimes you elect us to make difficult decisions. I don't know what the outcome will be. We will still have our public hearing or our public communication from residents this evening, but first I'd like to ask Mr. Valancy to come to the microphone since he not only talked with me every time I saw him in the last three weeks; he sent me Email and he sent more than one to members of Council. So, now I get to pick on you back."

Jack Valancy stated, "Thank you, Your Honor. It is a pleasure. Well, thank you, Your Honor. Thank you, Council Members for your decision to hold public hearings on the future of the Coventry School site and speaking for the Coventry School tenants and for our neighbors, we certainly appreciate the creative, open and inclusive process as we move forward because, as the Mayor said, this is the way we do things here in Cleveland Heights. I do have three and a half minutes of comments, Your Honor."

Mayor Stephens stated, "Could you cut that to two fifty?"

Jack Valancy stated, "I'll talk real fast. Okay. My name is Jack Valancy. I live at 3021 Yorkshire Road. I've been a resident of Cleveland Heights for more than 50 years. I also am a reminded here I'm a member of the Ensemble Theater, one of the eight Coventry School tenants and I am speaking on their behalf. In this context, and with good spirit and good faith, we turn to you with three reasonable requests. First, we would like one-year leases with six-month non-renewal notice if the City secures a developer. As an incentive, this is new; we will guarantee Coventry School's operating expenses per the information provided by the School District. The City and School District have acknowledged that Coventry School site would not require the tenants to vacate in less than a year. We cannot focus on running our businesses with uncertainty of relocation on short notice and we would like to meet with the City and the School District's decision makers and the respective legal counsels to resolve this matter. We would like 90 days to fully evaluate our programs, to determine our needs and our relationship with the new developed Coventry School site which will include an arts center, Coventry Peace Playground and Park and, this is new, medium density housing compatible with the Coventry neighborhood. Third, thank you Mayor and Council, for meaningful input into the City's RFQ/RFP for redevelopment to make the Coventry School site even better and we are going to have public hearings. So, we'll skip all over that. We would like to consult with the City Planner to develop design guidelines for medium density housing as well as an arts center and Coventry Peace Playground and Park reimagines by the people who enjoy it every day of the year. Now, in 1992, I was in the design meetings for the Coventry Peace Playground. I wrangled tires and I swung a hammer, okay? I also raised the money for design and construction. Now, the Coventry School tenants' All-Star redevelopment team includes real estate attorney and Cleveland Heights Vice Mayor Lee Chilcote, fundraising professional Robert Kuntz and architect Paul Volpe. We're serious. The Coventry School tenants are artful. Coventry Children's Center, Ensemble Theater, Family Connections, FutureHeights, Lake Erie Ink, Reaching Heights and Urban Oaks School. I will give Clerk of Council, to be entered into public record, my remarks, a timeline of events to the Coventry School site redevelopment and remarks by Steve Presser who cannot

join us this evening. Thank you, Your Honor. Thank you, members of Council. Thank you for your consideration.”

Mayor Stephens stated, “Is there anyone else who would like to speak this evening? Thank you, Jack. Yes, ma’am.”

“Mayor, I would like to speak with you on a different topic.”

Mayor Stephens stated, “You know what? Let’s try and get all of our Coventry topics together. Thank you, ma’am. Mr. Fello. Tommy. Nobody knows who he is if I don’t say. Sorry.”

Tommy Fello stated, “I missed the first part. I apologize, so if I’m off-base by what I’m saying, just tell me to shut up. Basically, thank you for hearing me out. At the Special Improvement District meeting the other morning, Thursday morning, it was brought to my attention that everyone was on a month-to-month lease at the school and these days, it’s so difficult to run a business even if you have a five-year plan and I just hope that the City and the School Board realize how important not only is it that the merchants in that building, how they contribute to our neighborhood, but also that playground, the rich history of that playground. When that playground was built with 400 volunteers in a weekend in the rain, that really welded it as part of the community and we have the tapes of it we play on our website all the time that shows all the people that volunteered. And we fed them then. We feed them twice a year when they’re refurbishing that playground to make sure it stays top notch like everything in Cleveland Heights should be and it’s something to be very proud of. The merchants in that building add something very special to our neighborhood and complement the hard-working people in this district and have become very much a positive and integral part of our community and I just want to take a second and tell you something you already knew, but I have to make sure our voice is heard, and as far as Steve’s letter, I should probably just submit that to you. Would you like me to read it to you?”

Mayor Stephens stated, “No, you can submit it.”

Tommy Fello stated, “Excellent. I appreciate the time and if it’s off-base, I apologize. I shouldn’t have been late.”

Mayor Stephens stated, “Thank you, Tommy. Yes, ma’am.”

This is really scary. I’ve never done this before in my life. First of all, thank you for letting me sit in on the Committee of the Whole. That was fascinating. I have never done anything, I mean I keep saying, ‘Be careful who you vote for,’ but I’ve never actually sat in on one.”

Mayor Stephens stated, “You’re welcome any time you like.”

I know, but thank you. It was really, really, really good. You guys were good. Okay, now to my prepared remarks because I’m not good off the cuff.

Mayor Stephens stated, “We need to get your name and address.”

That's what I'm doing. It's here written down. Thank you for this opportunity to speak. I'm Lois Sack. I live at 2501 Arlington and I have lived on Bellfield, South Overlook and Ashton in my 39 years of living in Cleveland Heights. I'm married to a man whose family came here in 1929 in Cleveland Heights. His mom taught nursery school at Church of the Savior Cooperative Nursing School for 46 years. His dad represented various buildings at Cedar Fairmount and worked as hard to make sure the freeway would not go through and ruin our community. Our daughter and son attended Coventry and Fairfax following in the path of my husband's family here in Cleveland Heights. That's what I hope more than anything – that we consider the future of the Coventry property; follow the same judicious foresight as those dedicated public servants who came before you. We need to build on our diverse stock. We need to attract young, vibrant families and ensure we keep those already here in the process. We need to grow. I rent a studio at ArtFul. I've searched for the studio space close to home for 10 years and other than renting a storefront which is exorbitant, these other options were non-existent. It's kismet that ArtFul found Coventry. It's hard to believe considering that we pride ourselves on being a Home of the Arts that there was no place here for me to go. That's my selfishness speaking. If I must spend my money outside of the City in the future, I guess I must, but that's the point. I'm a businesswoman as well. Coventry is fully rented. It is a source of revenue. It seems prudent to maintain that source of revenue while pursuing other options. Providing a one-year lease to current tenants is a simple win-win answer. In short, it is a bird in the hand. It is guaranteed income while everyone negotiates the redevelopment process. The one-year lease would still allow the RFQ process to play out and provide existing tenants with a sufficient certainty to continue operations while the City makes plans. We all know the process is a long one. RFQs, design, due diligence, review, negotiations, construction. It's going to go on. It's going to take a year. Why not maintain the revenue? You know, if a year lease is not guaranteed, the current tenants are going to run as fast as they can because they need something. If that happens, you're going to leave a vacant building open to vandalism. You're going to get zero revenue stream. You're going to devalue the property and you're going to risk community buy-in. So, again, I say, providing a one-year lease to the current tenants seems to be a simple win-win solution. Thank you."

Mayor Stephens stated, "Who's next? Do I see a hand in the back? Let's move to the back and then we'll come back to the front. And if there's anyone outside the doors who wants to speak, please step up."

Julie Errand stated "Hi. My name is Julie Errand and I am not a resident of Cleveland Heights. However, I'm a child of Cleveland Heights. My parents both graduated from Heights High School. My mother is 93. My father would have been 98 years old this year. I spent most of my childhood at Mether's if all of you remember Mether's, but I wanted to tell you, because I've been on the Board of the Ensemble, not anymore, but during the formative years of the theater and I spoke at this School Board meeting and I sort of spoke off the cuff, but I'm extremely emotional about this issue, but I just want you to know that I've been in business. I'm going to be 66 years old. I've been in business my entire life and I've had many graduate courses in accounting and I'm fairly familiar with business practices and I totally understand the need to balance budgets and I understand the consciousness that you have to deal with your bottom line and it's very important because you're entrusted with your share of the responsibility of the money of this community. And so I understand totally where you're coming

from. However, there's always a, 'but,' with me. You're faced with a decision that determines the direction of this community. You have to choose between saving an art center and building a more profitable development; not an easy choice because you do have to answer to the community. But when you're talking about building a community, when you're talking about what you want to offer new residents, one of the things you have here that a lot of communities don't have is theater and writing and writing class workshops and arts communities where children can come out after school and work on art projects. When I was at the School Board meeting, they awarded a few kids that were there, very talented children, arts awards, and then on the other hand, talking about taking away an arts center. It sort of doesn't compute with me, but I think what's important here, ladies and gentlemen, is the arts in the community. Cleveland Heights has a wonderful reputation for the arts. I must tell you that when my mother was a small girl, she sat on the hill above Cain Park and watched the WPA people building it and whenever I go to Cain Park with a lot of Vitamin B in my system (Vitamin B so I don't get bitten), you have to remember what Cain Park means to all of us. You have to remember the theaters and how long ago does this City go back at Cain Park? You have to remember that every year there's an Arts Show there with many local artists. Those places are really crowded. There's supposed to be a concert, I think, tomorrow night with a famous guitarist and these people come to Cleveland Heights. This is one of the things you offer. This is what brings people into your city and it brings me into your city and I'm not the only one. There are quite a few from Mayfield Heights and Solon and everywhere else who come in to Cleveland Heights to go to the theater, to take classes here at Coventry School. So, what I'm asking you essentially, you know, when we're all dead and buried, no one's going to say, 'Well, we had to think about budget and we had to take care of the bottom line in Cleveland Heights. We had to do something with Coventry School. Maybe we shouldn't have done it, but we did it,' but if you saved it, people are going to get up at your eulogy and say, 'Those people contributed to the arts in that community. Those people contributed. Those people left a legacy.' And I think that's your choice."

Mayor Stephens stated, "Please don't bury us too soon."

Julie Errand stated "It's really important."

Mayor Stephens stated, "We've got some Council colleagues under 40."

Julie Errand stated, "As I said, I'm a very young 66, but all I can tell you is that I think that's what we have to think about – the legacy of what we're leaving behind for our children; and it's also the humanities. If we don't teach our children the arts, we live in a very uncivil society right now. People have no civility. They don't have any idea of how to really express themselves. Well, the arts teach them how to express themselves and when they express themselves confidently instead of standing there with the cell phones and texting, they're talking to one another. They're communicating with one another and they're learning how to communicate. This gives them confidence. It makes them successful adults. It teaches them how to be part of a team and how to be a good citizen. So, I ask you from the bottom of my heart to think about the choice you have to make and with all due respect, I wouldn't want to be in your shoes."

Mayor Stephens stated, "Thank you."

Julie Errand stated, "Thank you."

Mayor Stephens stated, "Circling the room and I saw a hand in the door. Two hands in the door? Okay. Don't go away so I don't lose sight of you."

Elizabeth Perzowski stated, "Hello, my name is Elizabeth Perzowski. I live at 2868 Washington Boulevard. I didn't plan to speak, but I just wanted to represent. I'm a mother. I've lived in Cleveland Heights eight years. My son is three. We spend about four hours a week at the..."

Mayor Stephens stated, "I need you to get closer to the mic."

Elizabeth Perzowski stated, "Sure. So, we go to the Peace Park about 10 times a week and I just wanted to urge you as you are considering how to move forward to really keep in mind the central importance that playground and park play in our community. We go every evening and on the weekends and it's full of children and also teenagers and adults enjoying the park and I just wanted to say that the thought of a vacant building next to the playground is scary. The thought of Coventry without the Peace Park is unimaginable and I just want to urge you to keep that in mind as you move forward with the process."

Mayor Stephens stated, "Thank you."

"Good evening. Thank you, Mayor and Council. My name is Hillary Lyon and I was actually born in Cleveland Heights and when I returned to Cleveland, my heart is in Cleveland Heights, so I immediately bought a house at 3101 Coleridge, lived there for two years and it's about three blocks from where I grew up. So, one thing I'd like to read from the, 'About Us,' page on the website – 'Creativity and culture abound in Cleveland Heights, Home to the Arts. Our city attracts artists, musicians, galleries, theater and dance companies as well as patrons of the arts. You'll feel at home here. Cleveland Heights residents are educated, interesting and involved citizens,' which is why most of us are here this evening. Thank you very much. So, not only am I a resident, but I'm also a board member of ArtFul as well as the Cleveland Leadership Center and several other organizations locally and I'm also in the Architectural Engineer and Construction industry and usually as part of the process of any development or any RFQ, there is a community engagement process. So again, I just hope that the city would listen to the residents as well as the tenants of the school and see that there might be a potential future for some sort of development that could really benefit us all. The Arts and Culture sector is a \$699 billion industry which represents 4.3% of the nation's GDP which is the largest other than transportation and agriculture. The arts are good for local merchants, attendance and non-profit arts events spend about \$25 per person per event beyond the cost of admission. Programs like ours help recirculate residents' incomes locally at a higher rate. Employees want to live in a vibrant community. Using Gordon Square as an example from 2006 to 2014, the neighborhood acquired over 75 new businesses and 520 new jobs and that would generate half the building and economic development. Creative locals foster entrepreneurs and culture industries that generate jobs and income, spinoff new products and services, and attract and retain unrelated businesses and workers. A concentration of arts in city leads to a higher civic engagement, more social cohesion, higher child welfare and lower crime

and poverty taxes. A high concentration of the arts in the city leads to an artistic place, resists commodification and sameness and is more likely to have long-term appeal. The greatest concentration of all artists in in the eastern suburbs centering on the neighborhoods in Cleveland Heights. The largest amount of donors of the arts are in Cleveland Heights and Shaker Heights. Cuyahoga County's artist sector is largely concentrated in two areas: Cleveland Heights, 17.9% of all respondents and Lakewood at 10.6%. Among Cleveland's other neighborhoods, as I mentioned Shaker Heights and Rocky River have had the highest responses after that. Almost a quarter of artists practice their art outside their home in rented spaces. Speaking to that point, we pretty much created ArtFul two years ago and got all of our money and everything in a matter of two years, but then we thought that we would have a portion of the studio's rented out. We were pretty much at capacity within a few months. Half our artists agree that they are opening to moving the primary residents and that they prefer to conduct art related work outside their home. If space is appropriate, cost-effective and available. So, programs like ArtFul can lead to economic development that lasts decades and when paired with other tenants can have a lasting effect on the region as a whole. So, I also would like to invite you all, and I know that I have limited time, so I'd just like to invite you to Open Studios Night on June 30 from 7:00 to 9:00. It is a prime example of how our organization works with small businesses in our community to help drive business and support the economic development. We are partners with the merchants of Coventry Village and on the evenings that they host free concerts; at ArtFul we help attract people to the area and we're hoping that a longer period of time, by offering Open Studios that people will stay within Coventry, spend more money and also help the economy at large. So, I hope you will take us up on our offer. We're happy to give you personal tours and again, we're very happy to be in Cleveland Heights and I hope that we can stay there so we hope that you will consider a longer lease, but also kind of including us in the community engagement if possible. Thank you."

Mayor Stephens stated, "Thank you. A hand in the front row and then I have to go back there and back out to the..."

Brady Dindea stated, "I met many of you already. I introduced myself the last time. A couple of you were not there. My name is Brady Dindea. I'm actually a resident of University Heights, but I'm the board president of ArtFul and I spent most of my working hours and free time in the Cleveland Heights area. We've already had a number of people speak to what the needs of the tenants are, what we're requesting. I think that message has gotten through. You guys understand it well. I want to read something, a letter that two of our artists wrote to us just a couple weeks ago. We, not even thinking of it, it just naturally occurred, we served several handicapped people, handicapped artists in our studios. Either they are artists themselves or one of our artists has a severely handicapped daughter. It didn't even occur to us that this was an issue until we met these artists who had been looking for studios all over Cleveland for years and could not find any studios that have handicapped access. This was a really important issue for us as we looked for a building in Cleveland Heights and the surrounding areas. There were several other buildings we looked at that did not have handicapped access, were not accessible for people with disabilities. So, I just want to read you the short letter that Mandem, this artist duo wrote to us just a few weeks ago.

'When we moved back to Cleveland after 15 years in Florida and a 6-month residency in Italy, we immediately started a studio residency at Negative Space Gallery. We thought there would be plenty of lead time to find a permanent studio space in Cleveland. Unfortunately, there were two factors we had not considered. One, gentrification and two, accessibility. Many of the Cleveland buildings that had been homes to artists' studios were being converted to upscale locations for respectable tenants, but even more damning for us was the lack of accessible studio space. 27 years after the ADA, it was still impossible to find a studio space that would work for a wheelchair-using artist. Our residency at Negative Space ended and we had nowhere to paint for months. We were miserable. All of my local friends knew of our dilemma and were officially on the lookout for options. In early January, one of them sent us a link to ArtFul. We were skeptical that it could be a solution for us. Coventry? It's going to be way out of our price range for sure, but we submitted the web form and kept our fingers crossed. When the now accepting rental applications Email arrived about a month later, we saw that the studios were in fact in our price range. We were so excited, but surely there would be a catch, maybe we would only have access to the studio during normal business hours or there would be a strict no children rule or no oil painters rule or no controversial subject matter rule or, you know, maybe we wouldn't be able to get to the second floor. It turned out there weren't any catches. ArtFul didn't just meet our needs; it exceeded our expectations. We couldn't sign the lease fast enough. Here's what makes ArtFul the perfect studio home for Mandem. Kid-friendly, you allow children in the studios and you foster a welcoming environment for all ages. Did you know that parents are ineligible for up to 90% of artist residences? You go above and beyond to make ArtFul an option for artists with children and artists who are children. Accessibility – the space is totally navigable by wheelchair. You impressed us very much on the day we signed our lease when you allowed us to give input on the direction our studio door would be mounted. A couple weeks ago, there were four wheelchair users hanging out in studios together. A friend who we brought to the studios to model for us, another ArtFul artist who uses a motorized scooter, the wheelchair using child of yet another ArtFul artist and of course, myself, Moko. This speaks volumes. Disabled people are systematically blocked from the fine art world. ArtFul is holding the door open for them. Access – this is another area where meaning access to the building at times. This is another area where ArtFul is making studio space an option from marginalized groups who might not have the privilege of scheduling their lives around the hours other studios are open. Artists with day jobs, artists working multiple jobs, artists with families, they can access their studios at times that work for them. Privacy – we loved our studio residency at Negative Space, but we were on display 100% of the time. Artists need to be able to make a mess behind closed doors sometimes. They need to be able to have alone time to solve a challenging art problem. Thank you for giving us a space where we can relax. Community – as much as we need a private studio with a door, we also need community. ArtFul is the perfect mix. We can close our door when we need alone time and open it when people can stop in and say hi. We can have a cup of coffee with other artists. We can share ideas and tools and information. We love the free stuff shelves where we place items that can be repurposed, but we're really looking forward to classes and other group events as things develop. Networking opportunities – we'd be happy to just have a room where we could paint, but you're doing so much more than that. You're ranging open studio events. You're offering opportunities for artists to participate in events offsite. This type of networking assistance is often inaccessible to people who aren't' from a select

social-economic group. So again, you're opening doors that are often closed to marginalized artists.' And I will skip the last one. I know I've gone over my time, but they finish by saying, 'So, thanks, ArtFul. You're exactly what we were hoping to find when we moved back to Cleveland. Love, Mandem.'

Mayor Stephens stated, "Thank you."

"Thank you, Mayor and Council. I wasn't expecting to speak tonight, but I'll make this brief. My name is Celeste McCarty, 3171 Euclid Heights Boulevard. I feel like I should give my social too. I won't. That'd be a disaster, change the meeting. I graduated from Heights High. I left for 20 years. I came back from a small town on the West Coast called San Francisco, you might have heard of it. The reason I did is because of places like the Coventry School and ArtFul. Shannon Morris, Amy Rosenbluth, who I was lucky enough to meet when I first got back two years ago and I left San Francisco because it's all developers. The artists made it great. The city has kicked them out because they raised the property values enough for the developers to be interested. Sound like a familiar story? And the city is its people. It's very important. You can say bottom line and economic development and all of that stuff, but if you're talking about economic development, you have to look at the quality of life as well as the quantity of money and this is an incredibly important thing. That Coventry area is the most densely populated area of Cleveland Heights. We need open space there. We need non-profits there and this has organically developed off the energy of people like Amy and Shannon. I'm not as involved with Celeste and Ensemble, but it is kind of cool, but I urge you to not make the same mistake that San Francisco has because it has sold its soul to the Devil and I urge you, just like she said – think of the legacy. Think of the people who came here before us and gave us Cain Park with the WPA, which would be compared today to what's going on at Coventry School. We have these amazing people and that is an economic energy to harness. Thank you very much."

Rebecca Mosley stated, "Hi. Good evening, members of Council, Mayor, thank you for your time. My name is Rebecca Mosley. I do not live in Cleveland Heights. I'm sorry. I'm currently a resident of South Euclid."

Mayor Stephens stated, "We have a house for you if you like. Several."

Rebecca Mosley stated, "Oddly enough, I have been looking, but I work and I thrive in Cleveland Heights. I've been a member of the creative team at Ensemble Theater since 2013 season and in that time; I've had the opportunity to witness the Coventry Building more from a mostly empty facility into a community hub of arts and culture, a shining example of shared space, partnerships and a center of creativity. It is a space for anyone and everyone. I grew up in a place where one of the only things that kept the local youth safe and occupied after school was our community art center. It's a lot easier, as a kid, to not feel lost or alone if you're rehearsing every night for a show, if you're learning how to shadow correctly with oil paints or taking dance classes. You just don't have time. There's a great sense of community that comes from a place like that and there's a great sense of community that could come from a place like this. The friends I made in that place are going to last a lifetime. Many of my friends from those days have moved back to that area and are now raising families there and are still involved in that arts community. That Coventry Building could be that kind of place. It could have that kind of

potential with same kind of draw. In fact, I was so taken with the transformation and potential of that building and the artistic community that I saw there that I moved from over an hour away just to continue working at Ensemble. That would be how I found myself in South Euclid. Several other people my age have done the same. Many of them are in the room tonight, So, we're here to represent the millennials that don't always get the best rap, but we love the arts and we love everything about Cleveland Heights and the fact that it totes itself for being a home to the arts, but I think it would be wise to consider how the integrity of that image is going to thrive in the future. I mentioned earlier I had been looking at a home in Cleveland Heights. If I'm not working here anymore, I'm not really going to see the point of investing in a property, so if you want to continue to attract younger generations and people that are going to come and help build that community and help build that artistic community and raise kids here and raise families here, you have to give us a reason. And right now, losing that building loses a big piece of that foundation and loses our reasons for coming. I certainly hope that transforming the building into a creative arts facility would be high up on the list of potential options, but as far as I understand, that may not be the case. What I would ask for then and what I hope for is transparency in the process as it moves forward. The services offered by the many tenants of the building are invaluable. Help us continue providing those services to the community by ensuring the tenants do not have to operate on a month-to-month lease. It is not realistic. It is not kind. If a new housing and a new site must be found for the tenants, assist us in finding new homes for organizations. Help us to make the transition as painless as possible. We are a vital component of Cleveland Heights and please help us to provide a home for the arts. Thank you for your time."

Charnisse Holmes stated, "I didn't anticipate to say anything. I am on the board for Lake Erie Ink and used to work for Family Connections and one of the things when I think about..."

Mayor Stephens stated, "Your name please."

Charnisse Holmes stated, "My name is Charnisse Holmes and I'm not a resident. I live in the next community of the Heights. I live in Shaker Heights. And so one of the things I think is exciting is that this is a community that's moving into the future, but they're competing with Shaker that's building new housing, University Circle that's building new housing. We're talking about building new housing here. And what makes it different? What makes Cleveland Heights different? The arts. You have Lake Erie Ink that's building a future for your young I adults. I mean for your kids. We have a book here and all kinds of things our kids have written. You have Family Connections. We have families that come from all over the world and this is their foundation to the United States and they come in here and say this is a place where I want to be. This is a place where I fit in and so, I want Cleveland Heights to be different than their community and their high taxes. I want this to be a place where people say – because with Cleveland Heights, its quality of life and the quality of life are our children. What are we offering our children? We're offering Family Connections. We offer preschools, quality schools. We offer the arts. We offer music and what I ask you to do is to come to Lake Erie Ink. Come to Family Connections. Come to all these different organizations. Come to ArtFul. Come to the theater and see what they bring to the community. You know, maybe we should set up a day that you all can come out and visit all those programs and so, in the future what I would like to say is – you know, the reality is the reality. It is the

bottom line and I understand the bottom line, but what I would also ask you is – in Pittsburgh and in New York, they're looking at functional buildings where they bring the arts. Where they bring housing and I'm challenging you to do the same."

My name is Derek Snyder. I'm a parent of a student who's a three-year-old who's at the daycare center and I just found out about the meeting tonight so this is not highly organized, but we, my wife and I, very much value the daycare and have grown to value the other businesses that are at the school above the daycare, I have a private tele-student that I know goes to school there. I know her family. We value the playground that's there, that brings us to the area. We go to the library a lot more because of it being central to that area and obviously, as many of these people have said, it's not really possible for any of these businesses, certainly not a daycare or school, to be on a month to month lease and have parents feel comfortable signing their kids up and enrolling in these programs when they're not sure that they're going to have... that there's going to be a life span to it. So, I just wanted to, as a parent, say how we value this. We understand, you know, it's also, I know I've donated a lot of my time and brought in other musicians from the community, professional orchestras and stuff to work with the children. So, there is other people that aren't even associated with the students that are using the facilities are finding value in what is in the building. So, we would love to be able to remain to be there, but if it is a month-to-month, then I don't see how it is at all possible for businesses to keep working and to have other people invest in it as well."

Mayor Stephens stated, "Thank you."

Andre Witt stated, "Hi everyone. Is that better? So, my name is Andre Witt. I'm at 3971 Navaho, Cleveland Heights and I am a product of Cleveland Heights. I was born here, went through the school system here and then left off to college, went to school and had the opportunity to come back, and so, when I got to come back, I found sort of a spot for me that I really liked and that was at FutureHeights and they're in this building, and while they're in there, they were all excited of all the contributions that I had given to them over the course of the year and invited me onto the board and then the news that the building was going to close came, and so from a tangible perspective, I wanted you to know that because everything shut down; like we can't do this any longer. While that's okay and I can understand that, I wanted you to know the impact that that's having on people. So, as I come back to the community and I'm not in a position to either come home and stay or raise a family here or go elsewhere and live, you know, I get a chance to watch how leadership here handles this situation and what I see is a little different, right? So, you guys gave the reason that you can't put the finances into this particular; it wouldn't be prudent considering the rest of the school system and where money needs to be. And I sit here and I look at all the intellectual capital that is being expended here and their sort of robbing the community as a whole because all these people and all these resources are being used to stop this as opposed to going back and investing into our community and into our students and everyone that is already there and that's sort of, that's a very large loss and, you know, that's worrisome and so, Khalil, I've watched you a couple of times here. I've been here a few times and you've given 100% of your attention to everyone who's come up here. You haven't been on your phone. You haven't been distracted and so I'm asking you to sort of lead the charge there because number one, you're the

one that has given 100% focus to it. You know, this is what you come to Cleveland Heights for and I mean, it really is – to see all these people, all these resources here for something that they believe in. That’s why you come to the community. That’s what you want to be a part of. That’s what makes you proud to say you reside somewhere. So, I just wanted to let you know, I hope you make the right prudent decision.”

Lou Radivoyevitch stated, “I figured I had to chime in here. My name is Lou Radivoyevitch. I live at 2640 Dartmoor, born and raised here in Cleveland Heights and I know Coventry inside and out. I’m a graduate of Coventry El. I know the playground. I played baseball there. I used to sled down that hill and I know the sewer system underneath it, so I was just being a kid here.”

Mayor Stephens stated, “I don’t wanna know how you know.”

Lou Radivoyevitch stated, “So, when I hear everything here, these are good businesses run by even better people and as a small business owner, I can totally empathize about what it’s like going month-to-month, so I look at the Economic Director and I say, ‘Hey, you know, this is where you really need to step in for the next year or so to make sure that these folks stay. I mean, it’s lot more difficult to find a new business than it is to take care of the businesses that already exist and those are the people that you really want to take care of, but then I look at the Master Plan which I was involved with and I look at Mayfield and Mayfield Corridor which was designed as Technology Corridor, business development, and I hear all these businesses say, ‘You know, why shouldn’t that become the focal point of this art campus, of this art center, or, you know, I was saying, ‘What kind of tenants do you expect on Mayfield Road, to bring in?’ You know, a lot of it was about CIA. It was about industrial designers. It was about architects. It was about graphic designers. I mean, these are the type of people and businesses that fit perfectly with the tenants that currently exist. So, if we can actually look forward and say, ‘Okay, how can we grab you folks, build something different, something new on Mayfield Road, you know? That could be the anchor and if we’ve got 10 tenants that could be an anchor of something really exciting and then we can draw more businesses and more people from CIA. Then we can look at the houses over at Noble and say, ‘There’s good first home ownership that you can tap into. So, I just want to collectively say, ‘Hey, take a deep breath, but let’s be open minded and be creative on how we tackle this thing. It’s a juicy topic, but I think we’ve got enough creativity here that it could make something happen.”

Mayor Stephens stated, “Thank you.”

“Good evening. My name is Alex Pesta. I live at 14590 Superior in Cleveland Heights. Very proud of that. My wife and I choose to live in Cleveland Heights. We have three young children. We take advantage of Cain Park that is right across the street. We see that as an amenity and an asset, absolutely. I am an architect. I am very pro-development. I do not want to shy away from that. I believe very much that communities like Cleveland Heights can impress themselves with meaningful, strategic and I want to stress this word – sensitive – redevelopment of the community assets that we have. I cannot advocate as well as everybody in this room has done for the uses that are on and in that site. However, what I can do is advocate for the value that is here. You can hear the folks that speak and the

passion that is in their voices and I want to applaud the city for opening up a public hearing. I'm going to suggest that you take that to the next level and I suggest that based on a recent experience I had with a west side community. We pursue RFPs all the time. I'm not going to say their name because I'm tired of hearing about that particular community. I want to hear about Cleveland Heights a little bit more. They had a very robust community process that was charrette driven. It was folks like this that had passion. They came. They shared the ideas. It was a safe place. What that did is it allowed a framework to be set for the RFP and I can tell you from the professional side, from the consulting side, I work with the developers every single day and if there is a framework that is provided, that is community driven, I can you right now – this RFP will attract more attention and the right fits and the right mixture for the site. Developers will look at it and see the value of that community engagement piece. It provides them some direction as far as what's desired, what isn't desired. So, I ask that and I suggest that there is a robust community process that is much like this. I think it's a continuation of this conversation where ideas can be shared. Information can then be distilled to within the RFP. Maybe some developers are invited to participate. I can tell you right now – I don't have any conceived notion of what belongs or what doesn't, but there's a win-win-win solution that's out there; that's for the residents, for the developers and for the community that's in the room. I ask that the city entertain that. There's plenty of passion that's in the room. I can tell you from a business position and standpoint as a business owner myself, putting businesses in the right place to succeed is really my opinion of what city government should do and that's really what the opportunity is and it's on your desk tonight. So, thank you."

Mayor Stephens stated, "Thank you."

Hello. My name is Ian Inz. I live at 3275 Hyde Park Avenue, Cleveland Heights. A lot has changed since I wrote this, so I do want to commend the Council for having a public forum and scheduling that. I think that's a real big step in the right direction and I want to thank Council for that, but I think some of the things in here still need to be said. So, I'm going to go for it. I've been involved with Ensemble Theater since 2000. I've also served the City of Cleveland Heights as the Cain Park Theater Artistic Director from 2014 to 2016. In 2015, we won Best Direction of a Musical from the Cleveland Critics' Circle for my co-direction with Joanna May Hunkins who is the current Artistic Director of the production of Godspell. I was also the Operations Manager from 2011 to 2016 and I guess this is the ghost of Mayor Frank Cain here tonight because I started out in a maintenance position at Cain Park and I cleaned the toilets and I worked my way up to those titles, but the thing that I really learned there from people like Bill Thomas and Erin Cameron was the importance of arts to the community and what it builds around us all and the thing that always happened at Cain Park that always made me sad was – in August, we shut down. And so, when this opportunity to move into Coventry School materialized, I saw it as an opportunity to continue that spirit year-round and I think we've really done that in that building since 2011. You know, I just wanted to talk a little bit about what Ensemble Theater is. Ensemble Theater is a professional theater. It's embarking on its 38th season. We pay all of our actors and staff. We are a real tangible lab for inclusion, opportunity and diversity. We've been pioneers in non-traditional casting continuing a tradition that reaches back to the karamu of Reuben and Dorothy Silver, continued by our founder Lucia Colombe and embrace by our current Artistic Director and my wife, Celeste Cozintino. We have presented many award-winning productions in our theater over the past six seasons.

We have currently and have always maintained one of the lowest ticket prices of any professional theater in the region. This is because we believe that inclusion and diversity extends to economic inequality. No person is turned away from our productions because they cannot afford the ticket price. Our theater is much more than just a producer of award-winning plays. We are a community gathering place, a place of hope and opportunity for hundreds of people over the years, whether they come to us as audience members, actors, volunteers or community members. We host a weekly writing workshop free of charge and open to anyone who wishes to attend. There are no other professional theaters that provide this service to my knowledge in the region. We are a partner and incubator for other artistic organizations such as 51 Experiments Orchestra and the Cleveland Shakespeare Festival and a new professional theater called Scheherazade Theater, some of the younger members are in the audience today. We're serving as mentors for them. We have partnered with the Cuyahoga Arts and Culture Board and hosted public meetings in our space and we worked countless times with Lake Erie Ink to host readings and poetry slams and other spoken word events. We have made new friends and found common ground with ArtFul, our buildings newest tenant, and can't wait to continue to work with them and we have hosted weddings and we have held memorial services. We are much more than just a tenant in this building to this community. We are only one of eight non-for-profits in this building. All have their own stories as compelling as ours. All I ask of you is you consider this – that we are at a precipice here in this city and we need to decide whether or not we are going to continue to invest in this experiment that is working. It is working. Just look at it a little bit. Just look closely at it. Take some interest in it. It's working. It's a working experiment and it can get better so please, just take the time to look at and continue to have a dialogue with us and together, I think we can solve this problem and continue the legacy that was handed down from people like Mayor Cain and Doc Evans because together we can all figure this out. So, please let's do this together. Thank you."

Mayor Stephens stated, "Thank you."

Cindy Pinter stated, "I don't know if I can follow that. That's great. My name is Cindy Pinter and I live at 1385 Burlington and last time I spoke to you about how important I thought it was to keep an art center and community center here in this community which I'm starting to really love and actually wanted to come live in Cleveland Heights since I was in high school, but right now I just want to talk to you about the nitty-gritty of trying to do something as a very small studio new business on a month-to-month leave that's totally impossible. It takes four to six months to get a class going and you have to get the clientele interested and you can't make brochures with, 'place to be determined,' if you don't know where you're going to be teaching these classes and it takes some money and time to put in all this effort and a lot of money and time has already been put into my little studio, all the studios and all the organizations here. We are trying in our little studio to do impossible things – to teach young kids how to use media, how to do animation, how to get excited about technology and to become the future people who will benefit the community as adults and we want to keep them here. I want to tell you – my daughter has been talking now about moving to Cleveland Heights when she saw what was happening with us up at the Coventry School and her daughter already, even though they live South Euclid, it's hard to say this, she's starting to talk about her family moving into this community because her daughter takes advantage of the family center, the Family Connections center and all the Baby and

Me classes and everything and she can see a whole graduation from going from Baby and Me and to the family classes and to the art classes and to the theater classes and we could even get dance classes going in there. This is a wonderful building. It needs work, but for a small investment that we could make as a community, it's already there. You know, other places try to start these things and it costs millions to get them going. It's already there. Fix the roof, but for the time being, I'm just saying we need the 12-month because we can't make plans and make our dreams happen without it."

Hank Gulick stated, "Hi. My name is Hank Gulick. I wasn't originally going to speak tonight, but I thought I would. I live at 3552 Fairmount Boulevard, but unfortunately because of some politicians in 1912, the house is actually in Shaker Heights, only the front yard is in Cleveland Heights, and we come tonight as board members of the Syra Seaton Foundation which we maintain our offices in the Heights Rockefeller Building. We have been very involved in Cleveland Heights which we give a fair number of grants to Cleveland Heights and, in fact, we give to Ensemble, Lake Erie Ink, Urban Oak... there's another one, Family Connections and FutureHeights. So, we have a website. The deadline is October 1, but over the years, we give between \$10,000 and \$15,000 per year to the tenants of this building. We have helped them grow from places in the corner to being very productive cultural organizations. We enjoy wandering through the building when we go see Ensemble shows and read poetry and I think we have an investment in the building and the, what I'm afraid of is the number of applications for moving, but I think what I think we owe them is security to make the plans whether that plan is to stay or that plan is to go. As a foundation, we believe in Cleveland Heights. It's not just the organizations in Cleveland Heights we give to, but in order for them to have a good transition whatever the future brings, please get a move on this at least, so they can adequately plan because the sheer terror of losing your lease and not knowing what you're supposed to do next is no way to be creative. Thank you."

Gordon VanMeter stated, "I also did not intend to speak this evening, but I shall. My name is Gordon VanMeter. I live at 1385 Burlington. My wife just spoke. I moved to Northeast Ohio to go to school in Kent and lived there for 20 years. When my wife and I both started working Cleveland, we decided it was time to move into the city and on what I can only think of as bad advice, I landed in Shaker Heights. I'm not saying anything against Shaker Heights. It's just, it was not the place for me."

Mayor Stephens stated, "But you found a better home."

Gordon VanMeter stated, "But we found a much better home and we have been here for just over a year. When, in the early 90s, I was telling people that I worked that I wanted to live in Cleveland Heights, I should have listened to my own heart's desire and moved here earlier. So, when we were trying to sell our house in Shaker, we frequently drive to Cleveland Heights when we lived in Shaker Heights and my wife and I were driving up Coventry Road into Cleveland Heights and I turned to her and I said, 'After we move to Cleveland Heights, how many times do you think we'll drive the other direction?' And that's because there is so much draw here in Cleveland Heights. You have good restaurants. You have culture. You have things going on. There are things to do. There is nightlife. There is day-life. There is life in Cleveland Heights. Shaker Heights has beautiful homes and that's about it. There's a little bit of commerce, but what makes this a vibrant community is we have that arts community. We have business that is already drawing people here. What we really lack is a center for

the arts. My wife and I drive very frequently to West 78th Street studios. We drive very to Tremont for art walks or at least we did when there were a lot of galleries. We used to drive to Murray Hill. When we lived in Kent, we would drive to Murray Hill because there was an art walk. We do that sort of thing and we go there and we have dinner and we have wine and we spend money on art and that is the sort of thing that keeps the community vibrant and growing and draws young families as has already been stated here. So, I urge you to consider that whatever development takes place here, the arts must continue to be part of it.”

Mayor Stephens stated, “Thank you. Do I have any more hands? Yes, ma’am.”

Amy Star-Redwine stated, “Hi. My name is Amy Star-Redwine. I live at 1239 Oakridge Drive and I want to thank the Mayor and all the Council Members for having this forum tonight. It’s been really helpful for me and I’m sure for all of us to hear the details and the passion of the people who not only spend a lot of their lives in that building, but who see what kind of value it has for the community. My husband and I moved to Cleveland Heights four years ago for his job and a lot of people recommended to us that with three small children about to become elementary school students, we should live in Shaker and we looked at both communities and we moved to Cleveland Heights not only because there was just a vibe that we loved about it, but also because it was about to open the first Waldorf inspired school in the Cleveland area. That is what Urban Oaks school is and if you’ve never heard of Waldorf, it’s in part because it’s a very protected label, but it is the fastest growing independent school movement in the world and attracts many people who are longing for their children’s education to be infused with the arts. In a Waldorf education, arts are not subjects. They are woven into every part of the curriculum. I’ve hesitated to speak tonight to be honest because we really want our school to grow and thrive and the reality is – at some point, we are likely to outgrow our space in the current building, but I want to say first what value it has been to be in a collaborative artistic environment, to know that the children who are learning poetry, theater, watercolor painting, knitting, all types of artistic endeavors also see that all around the building every single day and have taken advantage of Lake Erie Ink’s after-school program which gave us an after-school provider that we desperately needed, but I also want to say that I feel like there is a real opportunity for this community. I have really come to feel so passionate about Cleveland Heights since living here because it feels so unique. I’ve lived in Princeton, New Jersey. I live in Denver, Colorado and a number of different places and I’ve never felt anything like the sense of collaboration and community and passion for higher things that I have experienced here in Cleveland Heights and I’ve really appreciated all the comments tonight about the opportunity that is before all of us to enter into a collaborative conversation about what this can mean for our community to get this right and to do it in such a way that we really honor not only our past, but the possibilities for our future. So, I want to thank you all and thanks to everything who has spoken tonight. It’s been really... I’m at a loss for words. Thank you.”

Mayor Stephens stated, “Thank you. Have I exhausted you? Now, this is what I stood on corners and asked you to vote for me for. Thank you for your patience with us, for your collaborative spirit, your willingness to come and sit and wait to talk. We are not just listening, but we’re willing to incorporate your thoughts into what we do in the future. We have a commitment to you, each of us that serve on

this Council that I can say on behalf of my colleagues. Tonight, we understand that we need to be a little more open in the next steps that we take and so we committed to do that before we even came into the room. So, with your patience, we will move forward. I am just one of seven. I do not do this alone. I do this in collaboration with my colleagues and the City Manager and staff. You'll need to be patient with us, but we will not fail you. We will work with you and so we thank you for coming this evening and we'll take a two minute break so that those of you who have completed your commitment to public service this can move out of the room so those of who have a little bit longer."

Councilman Seren stated, "Mayor, Mayor."

Mayor Stephens stated, "Oh, I'm sorry. Were there some other topics people wanted? I'm sorry, Althea, you did say you wanted to speak, didn't you? So, before you all leave, let's let Althea approach."

Althea Cheatham stated, "Mayor Stephens, members of Council, staff, ladies and gentlemen, it has been very enlightening to hear all of your comments this evening. I know I'm only supposed to address Council and the Mayor and I will do that. It's a long evening and I thank you, Mayor, for remembering that I did want to address Council tonight. I'm Althea Cheatham. I reside at 3012 East Derbyshire. I didn't just move to Cleveland Heights. I've been here for a long time."

Mayor Stephens stated, "That's why I knew her name."

Althea Cheatham stated, "And I've had many opportunities to speak to Council. I bring a very heartfelt message once again to Council and I do want to say the last time I came forward and spoke on this issue, Councilman Ungar reminded me that I needed to go through channels to make sure that all of my concerns were heard and addressed. I do want to say to Councilman Ungar and to all the members of Council, I've always done that. I continue to do that as recently as today. I'm speaking regarding the transition of what used to be Grace Lutheran Church and is now the Horizon Healthcare facility. It's a business and I know that the City of Cleveland Heights is very anxious to see all of the workers move into that building. It's certainly going to help with our tax situation here in the city. I just ask once again that the lone home owner who speaks tonight just be taken into consideration. The fence went up today. This is a project that started back in the Fall of 2015 and throughout that almost 2-year period now, I've been in constant contact with the agency of the city that governs what goes in and how it goes in and so on and so forth. Today, as I surveyed all of the completion of the fencing, one house has a distinctly different fencing arrangement than all of the properties around that building - from the west side, coming along the back, the back being the houses that face out onto East Derbyshire between Lamberton and Cottage Grove (and that's the area in which I reside) and all the way around to the west side of the building which would be closer to the Stallman side and there's one area where the land configuration comes down and it's right behind my property. I had asked that I understand that the city wanted all of the top of the fencing to be uniform, but in doing that, I had asked, please put the poles down, or even if you have to order longer poles, put them down so they go down into the ground and that the fencing comes down to meet the lower part of the ground as it does with every other area of the fencing except behind my house. That's issue number one. Issue number two - in making the grading to put the post in, which went in first, and they went in for almost two weeks before the actual -

they call it rabbit fencing, it's double-sided. Well, that was completed today, but prior to that time, at least three weeks if not, no almost three months ago, when the earth was moved, we discovered that what we thought was a part of the anchor fencing that used the chain-link fencing that used to be there is actually a conduit for electrical wiring that runs from the box that's in the pole. What do you...I can't name that box that goes back."

Mayor Stephens stated, "The transformer?"

Althea Cheatham stated, "The transformer. Runs from the transformer along the back and not only my property, but it starts at the property next to mine then runs all the way about two houses down and it was run, it was put there many, many, many years ago to accommodate a pole that had a light that was flashing on the back of what was at that time Grace Lutheran Church. I don't know if that's still an active conduit or if wire running in it. I know it's exposed and it's directly exposed behind my property. In addition to that, when the pole went in and it really came to my attention today, it pushed that conduit a little bit out of the way for the pole to go in and now it's back on my property again and it's my understanding that when the poles were put in, they were put in directly on the property line. I raise this issue and I raise it as a long resident on East Derbyshire because it is only behind my house where that land grade goes down. The other entire land grade is raised a little higher and didn't seem to pose a problem for the fencing. So, once again, I'm calling this and I want to go on record with City Council that I did raise this issue to you and I certainly hope someone will look at it and make something just right for me and I thank you very much for your attention."

Mayor Stephens stated, "Mr. Costello."

James Costello stated, "I promise I'll be very brief."

Mayor Stephens stated, "I'm only going to give you three minutes."

James Costello stated, "My name is James Costello and I'm running for Judge of the Cleveland Heights Municipal Court. I grew up here in Cleveland Heights and let me just say that the reason why I stayed and my wife and I are now raising our two sons here is because of the progressive, diverse, energetic and creative people that make up Cleveland Heights and they're certainly well represented in this room tonight, but I'm running for judge. My law practice started here in Cleveland Heights representing indigent dependents down in the court room downstairs. It's continued to evolve, but not a day goes by that I'm not in Municipal Courts practicing law. I'm also an Acting Judge, so that means that when Judge Buchanan, who's retiring at the end of the year, is not available, for example, in a few weeks, he'll be off to a conference, I'll actually be sitting on the bench hearing the cases. If I'm elected Judge, I can promise you I can be fair and impartial, that I will treat everybody who comes before me with the dignity and that time that they deserve, that I will be an asset to this community, not only on the bench, but off the bench as well, staying engaged in the community, mentoring and teaching the youth, and finally, one final point that I'll just make that's really important to me is the housing in Cleveland Heights. I can promise you that I will pay special attention to the abandoned and blighted properties in our community. A large part of my practice deals with the Housing Code violation and I

would bring that knowledge with me to the bench. So, I hope that I can gain you support in November. Again, James Costello and thank you for your time.”

Mayor Stephens stated, “Are there any comments from members of Council?”

Councilman Seren stated, “Actually, Mayor.”

Mayor Stephens stated, “Yes?”

Councilman Seren stated, “Ms. Toole. Cheyenne Toole.”

Mayor Stephens stated, “Excuse me, Ms. Toole.”

Cheyenne Toole stated, “Good afternoon, Council. I was a little surprised about the issues of the arts, but I support you, but I’m also here because of the issue with my house. I was gone about 10 days to go to the National Senior Olympics that was in Birmingham, Alabama and when I came back, someone had knocked the door in. The next day, they came back in and they sort of vandalized it. I need to get ahold of Allan Butler to let him know he screwed the doors’ locks. He screwed a screw into the front door, side door and back door. I need him to get that back door unscrewed so I can go in there and access, take pictures, because now I need to have them for the Police report. I need to also have them for the lawyer that I got, and I left him a note, but I didn’t get a response, but I know with my job, I’ve been working in different areas there at the County. So, I’m hoping that that can transpire because right now I’m trying to get the house back together because I want to get back in there. I’m not crazy about where I’m staying at right now and I know I’m working as hard as I can, but sometimes, finance makes me stop, not the disruptive, or not trying to not be in compliance with you, but when your money runs down, runs low, you have to stop and wait until you can build it back up and go forward. I’m still looking into loans and grants to have the work done, but I didn’t appreciate whoever the nice person was and I think that came about Channel 19 doing a swim article on me. So, people knew I was going out of town for 10 days and I got there by the courtesy of my co-workers who paid for me to go which I’m very appreciative for, but I didn’t appreciate what I have to deal with right now, but it’s doable. I’m going to make the best of it. I’m not going to carry any grudges or any hate for anybody. My goal is to get back in the house.”

Mayor Stephens stated, “I’ll direct you talk to either the City Manager or the Deputy City Manager before you leave this evening. All right?”

Cheyenne Toole stated, “Okay, all right. Thank you.”

Mayor Stephens stated, “Thank you. With that, we’ll take that two minute break we talked about 15 minutes ago. Thank you all very much for attending tonight.”

Mayor Stephens stated, “Next we move to the City Manager, Mrs. Briley.”

Report of the City Manager

Tanisha Briley stated, “Nothing to report this evening.”

Mayor Stephens stated, "Oh, thank you. And then we move to the report of the Director of Finance/Clerk of Council."

Report of the Director of Finance/Clerk of Council

Laurie Sabin stated, "I need to notify Council that three notices have been received from the Ohio Department of Liquor Control advising that application has been made by the following:

- Zoma Ethiopian Restaurant LLC dba Zoma, 2240 Lee Rd., Cleveland Heights, Ohio 44118, transfer D2 permit from Treichels Grille LLC dba Treichels Grille, 1st Floor and Basement, 2752 Hudson Drive, Cuyahoga Falls, Ohio 44221
- Tasteful Sensations LLC, Cain Park w/s 10 Acres Amphitheaters, 14591 Superior Avenue, Cleveland Heights, Shaker Heights, Ohio 44112, transfer D1, D2 and D6 permits from Richard Tonelli, Cain Park w/s 10 Acres Amphitheaters, 14591 Superior Avenue, PO Box 22420, Cleveland Heights, Shaker Heights, Ohio 44122
- Star Beem LLC dba 7 Eleven 36743A, 3983 Mayfield Rd., Cleveland Heights, Ohio 44121, transfer C1 and C2 permits from 7 Eleven, Inc. dba 7 Eleven 36743, 3983 Mayfield Rd., Cleveland Heights, Ohio 44121

Matter of Record

Mayor Stephens stated, "I didn't see that on my docket. Was that an addition?"

Laurie Sabin stated, "It's an addition and it made the second."

Mayor Stephens stated, "I didn't get a copy of the second print."

Laurie Sabin stated, "Okay."

Tanisha Briley stated, "It was added and the Police Chief and I have no concerns."

Mayor Stephens stated, "Okay. Were you finished? I'm sorry."

Laurie Sabin stated, "I believe so."

Mayor Stephens stated, "So, we refer those to the Public Safety and Health Committee of Council and if there are any concerns. I'm sorry, Mary, is there something else?"

Councilwoman Dunbar stated, "Well, the address on this thing doesn't make any sense, but maybe you guys have fixed it. It says Cleveland Heights and Shaker. The one that."

Mayor Stephens stated, "Oh, two communities in a row."

Laurie Sabin stated, "I think that's how it comes in the permit."

Mayor Stephens stated, "Okay. All right. So, this has been referred the Public Safety and Health Committee of Council. If there's any further public review and without objection, we then move to committee reports."

Laurie Sabin stated, "I also need to notify Council that petitions were received for a public services plan for the Coventry Village Special Improvement District."

Mayor Stephens stated, "And we passed legislation for them last week? The week before last?"

Tanisha Briley stated, "No, you received the report of..."

Councilman Ungar stated, "No, it's on here. Right. It's in my report."

Mayor Stephens stated, "All right. Thank you. All right, next we move to the Finance Committee. Mr. Ungar."

Report of the Finance Committee

Councilman Ungar stated, "Yep, the first one I need to. Do I move my own recusal, Jim? So, I need to move to recuse myself because my wife sits on the board of Family Connections, so I'll, once that's approved, I'll yield to the Vice Chair who'll take that one."

Mayor Stephens stated, "I will ask Councilwoman Dunbar to read this resolution please."

Councilwoman Dunbar stated, "I am pleased to ask my fellow Council members to vote in favor of Resolution Number 61-2017 which is a resolution authorizing the City Manager to enter into an agreement with Family Connections of Northeast Ohio, a non-profit corporation for the use of Community Development Block Grant funds to provide funding for assistance with its Family School Connection program providing compensation therefore and declaring an emergency. The amount of this is \$20,000 and its purpose is to support a program that's designed to enhance parent's involvements in their children's education by providing school and neighborhood based activities that focus on academic skills as well as social and recreational interests. Family support, parent education and access to community resources are incorporated into the literacy program. It will serve 200 families and I believe that fostering a support for children in their school activities through families is extremely important, so I'm pleased to ask my fellow Council people to support this resolution."

Mayor Stephens stated, "I'll ask for a second and then we'll move for a vote for Mr. Ungar's abstention."

Vice Mayor Stein stated, "Second."

Mayor Stephens stated, "Second. Now I need a vote for Mr. Ungar's abstention."

Jim Juliano stated, "Was there a second to the motion?"

Mayor Stephens stated, "Yes, there was a second. Now we can do a vote on the abstention."

Jim Juliano stated, "Yes."

Mayor Stephens stated, "Okay. I move that we approve Mr. Ungar's request for an extension."

Councilwoman Yasinow and Jim Juliano stated, "Abstention."

Mayor Stephens stated, "Abstention. Sorry."

Councilwoman Yasinow stated, "Second."

Mayor Stephens stated, "Sorry. So, would you call the roll for us on the abstention?"

Roll Call: Ayes: Roe, Seren, Stein, Stephens, Yasinow, Dunbar

Nays: None

Mayor Stephens stated, "Six votes in favor of allowing his abstention. Thank you."

Abstention Approved

Jim Juliano stated, "So, the abstention is allowed, Your Honor."

Mayor Stephens stated, "Thank you. Now we vote on the resolution. If you will call the roll please."

Roll Call: Ayes: Seren, Stein, Stephens, Yasinow, Dunbar, Roe

Abstaining: Ungar

Resolution Passed

Laurie Sabin stated, "Six ayes."

Mayor Stephens stated, "And Mr. Ungar gets to abstain. So, I have six votes in favor and an abstention."

Councilman Ungar stated, "Great. Thank you, Councilperson Dunbar. All done. Better done than I would have done it."

Mayor Stephens stated, "Back to Councilman Ungar and Resolution Number 73-2017."

Councilman Ungar stated, "Okay, and this resolution relates to what we were talking about before which is a resolution approving the petition for the adoption of a public service plan for the Coventry Village SID in Cleveland Heights, Ohio."

Councilwoman Roe stated, "Second."

Mayor Stephens stated, "If you would call the roll please."

Roll Call: Ayes: Stein, Stephens, Ungar, Yasinow, Dunbar, Roe, Seren

Nays: None

Laurie Sabin stated, "Seven ayes, Your Honor."

Mayor Stephens stated, "Thank you. This Resolution 73 passes. Next we have Resolution 74 - 2017. Mr. Ungar."

Resolution Approved

Councilman Ungar stated, "Yep, this is a resolution that will authorize Tanisha Briley to enter into an agreement with the Heights Emergency Food Center, which is a non-profit, for the use of CDBG funds for the payment of operating expenses; providing funding therefor; and declaring an emergency. I so move."

Councilwoman Dunbar stated, "Second."

Mayor Stephens stated, "Second."

Roll Call: Ayes: Stephens, Ungar, Yasinow, Dunbar, Roe, Seren, Stein

Nays: None

Laurie Sabin stated, "Seven ayes, Your Honor."

Mayor Stephens stated, "Seven ayes in favor of Resolution Number 74-2017. Thank you. Next we move to Resolution 75-2017.

Councilman Ungar stated, "And this one which I move seeks approval for the City Manager to enter into an agreement with the Home Repair Resource Center better known as HRRC in our town, a non-profit corporation, for the use of CDBG Funds for assistance with HRRC's home-repair and home-improvement programs; hopefully all of which are well known to the folks who are watching and the folks that are here today – tremendous contribution to our community – it provides compensation therefor; and declaring an emergency."

Councilwoman Dunbar stated, "Second."

Mayor Stephens stated, "If you would call the roll please."

Roll Call: Ayes: Ungar, Yasinow, Dunbar, Roe, Seren, Stein, Stephens

Nays: None

Laurie Sabin stated, "And seven ayes, Your Honor."

Mayor Stephens stated, "Thank you. Resolution Number 75-2017 passes. Councilman Ungar, Resolution 76-2017."

Councilman Ungar stated, “Yep, this one asks for authorization for our City Manager to enter into an agreement with the Heights Youth Club, Inc., a non-profit corporation, for the use of CDBG funds to provide funding for assistance with its Project Learn: The Educational Enhancement Program; and providing compensation therefor; and once again declaring an emergency. So moved.”

Mayor Stephens stated, “Is there a second?”

Councilwoman Yasinow stated, “Second.”

Mayor Stephens stated, “If you would call the roll please.”

Roll Call: Ayes: Yasinow, Dunbar, Roe, Seren, Stein, Stephens, Ungar

Nays: None

Laurie Sabin stated, “And seven ayes, Your Honor.”

Mayor Stephens stated, “Thank you. Resolution 76-2017 passes. Next we have Resolution Number 77-2017, Mr. Ungar.”

Councilman Ungar stated, “Thank you. This refers to a resolution authorizing our City Manager to enter into an agreement with Lake Erie Ink, which is a non-profit, for the use of CDBG funds to provide funding for assistance with the organization’s after school writing program at Noble Road; providing compensation therefor. I’ll just add – I made a mistake of editorializing before and I know we’re really trying to move through this agenda, so I’ll just say all of these organization are fantastic organizations, great contributors to the community and I won’t repeat myself anymore. Thank you. So I so move.”

Councilwoman Dunbar stated, “Second.”

Mayor Stephens stated, “If you would call the roll please.”

Roll Call: Ayes: Dunbar, Roe, Seren, Stein, Stephens, Ungar, Yasinow

Nays: None

Resolution Passed

Mayor Stephens stated, “Resolution 77 passes, seven votes. Thank you and we now move to Resolution 78-2017.”

Councilman Ungar stated, “Thank you. This one seeks authorization for our City Manager to enter into an agreement with the Open Doors Academy, a non-profit, for the use of CDBG funds to provide funding for assistance with the organization’s year-round enrichment program for youth living at risk; and providing compensation therefor; and I so move.”

Mayor Stephens stated, “Is there a second?”

Councilwoman Dunbar stated, "Second."

Mayor Stephens stated, "If you would call the roll please."

Roll Call: Ayes: Roe, Seren, Stein, Stephens, Ungar, Yasinow, Dunbar

Nays: None

Resolution Passed

Mayor Stephens stated, "We have seven votes in favor. Resolution 79-2017 passes."

Councilwoman Dunbar stated, "You can do this one."

Councilman Ungar stated, "I have the next one."

Councilwoman Dunbar stated, "Yes, go ahead."

Councilwoman Roe stated, "We're talking about the second."

Councilman Ungar stated, "Which one?"

Councilwoman Dunbar stated, "79. Turn the page."

Mayor Stephens stated, "So, we're ready for Resolution 79-2017? Did I say that or did I say it wrong?"

Councilman Ungar stated, "No, you said it. I'm trying to figure out, am I supposed to be recusing myself. I'm like, is this related to Family Connections? Thank you. This resolution is a resolution authorizing the City Manager to enter into an agreement with the Start Right Community Development Corporation, a non-profit corporation, for the use of CDBG funds for the payment of operating expenses for their Food Bank Program; and providing compensation therefor."

Councilwoman Roe stated, "Second."

Mayor Stephens stated, "If you would call the roll please."

Roll Call: Ayes: Seren, Stein, Stephens, Ungar, Yasinow, Dunbar, Roe

Nays: None

Resolution Passed

Laurie Sabin stated, "Seven ayes, Your Honor."

Mayor Stephens stated, "Thank you. Resolution 79-2017 passes. Councilman Ungar, is there anything else you'd like to say this evening?"

Councilman Ungar stated, "I have multiple comments this evening. Just kidding. Thank you."

Mayor Stephens stated, "The epistle that be turned into the Clerk later?"

Councilman Ungar stated, "Right, exactly. Thank you very much."

Mayor Stephens stated, "Thank you. Next we move to Municipal Services Committee. Councilwoman Yasinow."

Report of the Municipal Services Committee

Councilwoman Yasinow stated, "Thank you very much. I have two pieces of legislation for consideration. These are both on second reading. This first one is Resolution 66-2017. This is a resolution authorizing the City Manager to enter into a Consent Decree relating to improvement of the environment and the City's sanitary sewer system; and declaring an emergency. Whereas, under this resolution more fully described two weeks ago, the City Manager shall be and is hereby authorized to enter into an agreement in the form of a Consent Decree with the United States Environmental Protection Agency and the Ohio Environmental Protection Agency. Wherein, said decree shall be substantially similar to the negotiated draft dated on or about May 17, 2017, a copy of which is available from the Clerk of Council, and shall be approved as to by the Director of Law. I hereby offer Resolution Number 66-2017 for passage this evening, tonight on second reading."

Mayor Stephens stated, "Is there a second?"

Councilwoman Dunbar stated, "Second."

Mayor Stephens stated, "Would you call the roll? [Inaudible.] I'm sorry? A comment? Sorry, point of privilege to the Vice Mayor."

Vice Mayor Stein stated, "Thank you, Your Honor. There's a lot of history in this piece of legislation tonight. The federal government's Consent Decree, in my opinion, is too harsh for many of our residents to bear. EPA has identified laws in our over 100-year-old sewer system that need to be addressed going forward, but the how and the when may not be in the best interest of our residents. May not be. This is too big and too impactful in too many of our city's households. If residents want to put this issue on the ballot, they must not be disenfranchised from this democratic option. If the majority of our citizens at a later date want to attempt to reopen and renegotiate the Consent Decree, that option, in my opinion, must be protected. With this in mind, I make a motion to amend this legislation to remove declaring and emergency. This should not be passed on emergency."

Councilman Seren stated, "Second."

Mayor Stephens stated, "Okay, I need directions from the Law Director."

Councilman Seren stated, "We may actually need a written amendment."

Jim Juliano stated, "Well, you don't necessarily, well, if you want to amend it, you remove the emergency clause, then you'll have to vote on that. A majority of you have to vote on that and the effect will be a delay of an effective date by 30 days and then that opens up the ordinance or resolution up for

a referendum. Well, it also opens up the city for litigation from the EPA because EPA will file a civil action in the federal court.”

Councilwoman Dunbar stated, “Are you suggesting that if there’s a referendum that there would be a special election cost as well?”

Jim Juliano stated, “I don’t know how the election falls, but it could well be true, yes.”

Tanisha Briley stated “That’s not what he just said.”

Mayor Stephens stated, “A concern to me is not.... Is whether we could be sued by Justice or EPA if we decide to let this wait for 30 days because that’s what you’re asking for, correct?”

Vice Mayor Stein stated, “More than 30 days if it could be passed some other way and it wouldn’t be 30 days. I don’t have a problem with the 30 days. I have a problem with that – if citizens at a future date decide that the wisdom of Council is wrong, they want to bring it for a referendum and they want the citizens to decide another option, that they will be blocked from that option. So, they will have no recourse to say that Council in our wisdom is incorrect and that is, in my opinion, very undemocratic in such an impactful piece of legislation.”

Mayor Stephens stated, “I need advice from you.”

Councilman Seren stated, “We have a motion and a second on the floor.”

Mayor Stephens stated, “That’s why I’m asking for advice.”

Jim Juliano stated, “Yeah, I’m not going to argue with Council Member Stein here. All I can tell you is EPA has made it clear that a substantial delay in the adoption of the resolution will likely lead to a civil action in the United States District Court. Is 30 days waiting for a referendum, is that a substantial delay? I don’t know. I have, in fact, discussed with the EPA legal counsel the possibility that that could happen and they understand it could happen and the legal counsel would need to check with their EPA officials to decide whether the 30 day delay by itself would result in a civil action against the city. My guess, this is my guess, is that any delay beyond that would definitely result in civil action against the city and the negotiated Consent Decree with the benefits that it does have for the city would be withdrawn and we’d be in a much different negotiating position.”

Tanisha Briley stated, “Again, so creating the opportunity for the referendum could lead to civil action.”

Jim Juliano stated, “Yes.”

Tanisha Briley stated, “Which would undo the negotiation.”

Jim Juliano stated, “Yes.”

Mayor Stephens stated, "Why can't they vote... why can't our residents appeal this legislation even if it's an emergency?"

Councilwoman Yasinow stated, "It takes immediate effect."

Councilwoman Roe stated "That's what an emergency resolution is."

Jim Juliano stated, "Yeah, the method of overruling, if you will, a piece of legislation, is a referendum and if the legislation is adopted by an emergency, then the charter says that the legislation is effective immediately and that trumps the 30 day referendum. Did that answer your question?"

Councilman Seren stated, "Mayor."

Mayor Stephens stated, "I have to let Carol go first."

Councilwoman Roe stated, "I'd like to speak to the proposed amendment."

Mayor Stephens stated, "And you can at this time."

Councilwoman Roe stated, "I speak in opposition. I respect the position that my fellow Council people have taken, but I believe, given the length of time that we've been dealing with this issues and the complex negotiation that we had, that it would not be in our best interest to accept the amendment."

Mayor Stephens stated, "Mr. Seren."

Councilman Seren stated, "I just wanted to remind everybody about some issues that have been in the news lately. Without coming down on any particular side on issues, I'd like to remind everybody about what's going on in our city, our neighbor I guess to the north and west-is, Cleveland dealing with the Q deal and how their legislation to continue the admissions tax deal that they have with the Q was passed with 12 votes as basically as an emergency and the idea behind that is that it prevents the residents from having a say outside of their representative on that subject and that battle is currently being fought in some way with the city suing itself right now, but I think that's an important lesson that I, frankly, I don't have the expectation that this will turn into a referendum. I could be wrong. This is Cleveland Heights. We're an activist city. I really don't have that anticipation, but I feel that it is important on something this large and this impactful; to provide that opportunity because ultimately, our residents should be the boss and especially for something like this and, you know, I'm not the expert on this, but the emergency is not the normal course of doing things. And I don't think that this, in terms of the EPA's need for us to have this done now as opposed to 30 days from now, I don't see the timeline being so dire that the 30 day wait is something that will cause them to drag us into court. So, I don't think that risk is there either. I think that we should slow this down, take the 30 days, pass this in the normal course of doing things and the normal way of doing things. We've made a habit of doing things by emergency. It was not intended when it was designed to be the normal course. So, I say let's do this the normal way and let our residents have at least the opportunity even if they don't take advantage of the opportunity."

Mayor Stephens stated, "Mr. Ungar."

Councilman Ungar stated, "I think in this, I speak in opposition. I think of this as a dangerous test case for us to take out for a test drive when we should and when should not invoke an emergency. I think it is a topic for fair debate, but I wouldn't use this one as the test case. This is totally different than the Q deal with all due respect. The Q deal did not happen because of a piece of federal legislation called the Clean Water Act. That's what we're dealing with here. I defer to the Law Director's guidance. I don't think it makes sense to take the risk of putting our city and our citizens in potential harm's way vis a vis the Assistant US Attorney handling this case and the US EPA. This thing has been thoroughly vetted. I'm a little frustrated that this is coming up on the second reading of this thing because I didn't hear a peep about this concern previously."

Vice Mayor Stein stated, "That's not true."

Councilman Ungar stated, "I didn't. This thing has been vetted thoroughly, methodically, by staff with us, we've had multiple sessions where our Law Director and our outside counsel team have walked us through this piece by piece and I'm very comfortable. It's a lousy situation. That's for sure. Nobody, I don't think on Council nor anybody in this city is happy about the situation that we find ourselves in nor did anybody in this room cause this situation, but I just don't think that now is the time to object to this on the grounds that it is emergency legislation or an emergency resolution. I just..."

Mayor Stephens stated, "A point of clarification, Councilman Ungar. Councilman Stein has been concerned about this legislation from the beginning."

Councilman Ungar stated, "Well, say you, but I didn't, I'm telling you, I don't recall at these meetings. I understand they have expressed that to you, but I don't recall having a big public discussion about whether or not this should be handled on an emergency resolution basis."

Vice Mayor Stein stated, "I said I could not support it. I said I could not. You can ask the Law Director."

Councilman Ungar stated, "All right, well, I hear you. Anyway, I hear you."

Councilwoman Yasinow stated, "I speak in strong opposition to this oral motion made for the first time on a second reading of a lengthy process that involves significant issues financially for the City of Cleveland Heights. I spoke frankly at length on this subject two weeks ago about how we got to this situation. This is a long laborious process, frankly done through the excellent work of our city staff cooperating and working with the Department of Justice and the Environmental Protection Agency for fixing our sewer system, which when it was created 100 years ago was state of the art, but under the Clean Water Act, is per se illegal. I think that the decision and the compromise that got us here after several years is frankly commendable, that the entire public input process in this including a large and lengthy hearing at the Community Center was extremely well handled. Frankly, the idea of playing with the financial viability of our city to me is, at this point, unconscionable. We are talking about a potentially multi-million dollar ramification potentially taking the years of hard work of our staff, of our

attorneys and flushing it down the proverbial drain for possibility of maybe opening this up for a referendum. If people don't like this decision, you have four people up for Council right here right now and you can vote us out, but I think this is the smartest and safest thing to do for the City of Cleveland Heights. I will stand by my vote to pass this piece of legislation and to pass it on an emergency basis this evening and frankly, I think that comparing it to the Q deal is apples and oranges as that deals with the renovation of a stadium and this deals with our sewer system and our clean water and frankly, if this was something although I understand that Councilman Stein has expressed his concern about it in the past, has rightfully expressed his concern about a compromise, frankly, with a reduced rate for certain citizens on the increased water fees. This should not be made as an oral motion as a test case of emergency legislation on the second reading of an exceedingly important piece of legislation at what is now 9:50 p.m. So, I oppose this whole heartedly and I'm, as you can probably tell by my tone, rather frustrated that this has been brought to our attention at this point and I oppose and change to the legislation."

Councilman Seren stated, "Excuse me, Mayor."

Mayor Stephens stated, "Yes?"

Councilman Seren stated, "If I could respond little bit. First thing, apples and oranges, I understand that characterization. I brought it up because I feel as though this being classed as an emergency piece of legislation is, in essence, pretty much the same as classing that an emergency piece of legislation. I think that there is no substantial or substantive difference between executing this Consent Decree tomorrow or 30 days from now."

Councilwoman Yasinow stated, "Except the potential of civil action."

Councilman Seren stated, "Please, I'm not done. I'm not done. Thank you. The second thing is that I think it is disingenuous to automatically jump to this dire world is ending conclusion as though the EPA has threatened us that if we don't pass this on an emergency basis so that it's immediately effective, that they will drag us into court. This has not been part of our conversations with them. If they look at our code, they will see that this is the actual normal way that the city is supposed to do business. This is not an emergency in the same way that say, for instance, you know, needing to do something for the health and safety of the community. These won't even take effect, even if we enter into this Consent Decree a week ago, the things that we're aiming to do won't really take effect until later anyway. So, I don't understand this idea that the EPA with, I mean, they've got limited capabilities too, just like we all do, in terms of their resources. They're going to drag us into court for a 30 day wait. I think that's ridiculous. I think that the only thing that this emergency piece does is preclude the remote possibility of a referendum and I think that, just on principle, that's wrong and I think that it is compounded by this imagined danger that the EPA will take us into court and tear up this Consent Decree."

Councilwoman Roe stated, "I called the question on the amendment to the motion."

Mayor Stephens stated, "We have to vote now. Councilwoman Dunbar wanted to make statement though."

Councilwoman Dunbar stated, "That's okay if she wants to call. My vote will speak for itself."

Mayor Stephens stated, "I just wanted to say that's the only reason I'm not recognizing you is because under Robert's Guidelines, that's the way we do it. So, if the Clerk would call the roll on the amendment."

Councilman Ungar stated, "Could you give us the specific language of the proposed amendment please before we vote?"

Mayor Stephens stated, "The language of the amendment was, as I understand it, was to eliminate the clause that made this an emergency order. Is that correct?"

Vice Mayor Stein stated, "Yes."

Councilman Seren stated, "Remove Section Three."

Mayor Stephens stated, "That's Section Three I believe."

Councilman Seren stated, "Remove Section Three."

Jim Juliano stated, "Your Honor, just to clarify for staff's purposes, this would be a vote on amending the legislation to eliminate the emergency clause. Is that what we're?"

Mayor Stephens stated, "Yes."

Councilwoman Roe stated, "That's what I called the question about."

Mayor Stephens stated, "If the Clerk would call the roll please."

Roll Call: Ayes: Stein, Seren

 Nays: Stephens, Ungar, Yasinow, Dunbar, Roe

Amendment Failed

Laurie Sabin stated, "We have five..."

Mayor Stephens stated, "We have five votes in favor, two votes against. The resolution passes."

Councilwoman Yasinow stated, "No."

Jim Juliano stated, "The other way around.

[Inaudible.]

Mayor Stephens stated, "The amendment fails. Thank you."

Councilman Ungar stated, "The amendment fails. Now you have to go back."

Mayor Stephens stated "Now we go back to the original resolution."

Councilwoman Dunbar stated, "I would just point our something if I can comment."

Mayor Stephens stated, "A point of privilege."

Councilwoman Dunbar stated, "I just want to... the following piece of legislation does provide for a discount for Homestead Program and affordability program for seniors. I just wanted to say that."

Vice Mayor Stein stated, "I'd like a point of privilege also then, please."

Mayor Stephens stated "Yes."

Vice Mayor Stein stated, "I'm just going to vote on this piece of legislation, yet, as constituted, since it does still have the emergency clause in it, I will be voting no based on that. I would have voted in favor if it had been removed."

Mayor Stephens stated, "Okay, so the amendment fails and now we move to Resolution 66-2017 as it was written. If the Clerk would call the roll please."

Roll Call: Ayes: Stephens, Ungar, Yasinow, Dunbar, Roe, Seren

Nays: Stein

Resolution Passed

Mayor Stephens stated, "So, there were six votes in favor, one vote against. So, Resolution 66-2017 passes."

Councilman Stein stated, "Mayor, just so we can make sure that the record is clear, who, was Melissa the movement on this originally – and who seconded it?"

Mayor Stephens stated, "Oh, I didn't write that down."

Councilman Ungar stated, "I just want to make sure it was properly moved and seconded."

Laurie Sabin stated, "I think it was Councilwoman Roe."

Councilman Ungar stated, "Who seconded it? Great, thank you."

Mayor Stephens stated, "Okay, moving right along, we have a Resolution Number 67-2017, Councilwoman Yasinow."

Councilwoman Yasinow stated, "Yeah, okay, so I have on second reading this evening Resolution Number 67-2017. This is a resolution establishing sewer rates pursuant to Cleveland Heights Codified Ordinance Section 911.01, effective October 1, 2017, wherein the sewer rates would hereby be established as follows under Section One and Two and were previously explained in detail at last Council

session. I hereby proffer Resolution Number 67-2017 on amended sewer rates this evening, Your Honor, with that amendment.”

Councilwoman Roe stated, “Second.”

Mayor Stephens stated, “If you would call the roll. Excuse me. Just a minute. A point of privilege to Vice Mayor.”

Vice Mayor Stein stated, “In my opinion, this legislation will be a financial punch in the gut to many residents. Single parent households, seniors and low- to moderate-income families and more pay an extra \$200-\$300 to pay sewer bills is too burdensome for these households. I recommend a couple of alternatives to raising sewer fees almost fourfold. One, the city has reserves that could be dedicated to reducing this sewer bill burden for our seniors and low- to moderate-income households that cannot afford to pay this sewer bill hike. The next suggestion is more in conjunction with the previous one – is to look to bond other qualifying city programs to offset the increases for senior and low- to moderate-income households. Unfortunately, this Consent Decree work cannot be bonded out directly, so we’d have to be a little creative on that. The idea is, though, to free up capital to offset the sewer cost for seniors and low- to moderate-income households. The bottom line - are there are options rather than just passing this fourfold increase onto our most vulnerable residents? Let’s work out a better way to share the burden. Let’s not pass the burden onto those that can least afford it. I encourage my Council colleagues to vote no on this sewer increase and I move to remove the emergency clause.”

Councilman Seren stated, “Second.”

Mayor Stephens stated, “Okay. We have an amendment again with a second. There’s a Homestead Program Affordability on this for seniors and rental customers who demonstrate that they have affordability issues. Are you prepared to try to negotiate that program? We can amend this legislation. This is a resolution and it can be amended when we come to an agreement on what affordability can be. I think staff made a first stab at this, but I think we can continue to work on it and move forward this evening.”

Councilman Ungar stated, “So what exactly are suggesting?”

Mayor Stephens stated, “So, for example, there’s a two-tiered program in this piece of legislation. Correct? Can I just this incorrectly?”

Tanisha Briley stated, “Yes and please note that I took a while and staff took a while to make sure that we could offer the greatest discount that we could without increasing the rate for others. So, if we would like re-look at that, we’ll just have to be mindful that it will only increase the rate for everyone else.”

Vice Mayor Stein stated, “Or we could subsidize it.”

Tanisha Briley stated, "So, at this point, we are offering 40% off of the rate for Homestead seniors as well as those families who are 200% of the poverty level which is a much higher level than what most affordability programs offer and it matches the sewer district's program as well."

Vice Mayor Stein stated, "And I appreciate a 40% discount, but a 40% discount on a fourfold increase comes out to an average of how much per year for these low- to moderate-income and seniors?"

Tanisha Briley stated, "I don't have those calculations with me, Councilman Stein, and I understand that your direction is where we really worked hard so we can offer some affordability programs and the numbers have been squeezed and if we want to have an even deeper discount for those populations, the rate will need to be more than quadruple for everyone else."

Vice Mayor Stein stated, "There are other revenue sources that have been considered that have been thrown to the side."

Tanisha Briley stated, "I wouldn't say they were thrown to the side. There are always other revenue options and those were trade-offs. So, for example, the request that you had to take a look at our reserve balance, our fledgling growing finally reserve balance while we also have not replaced all of our staff capacity, we're still holding positions vacant and we're still trying to climb out of the recession. You know, we're waiting tomorrow for our bond re-rating. You might remember that two years ago we were downgraded once by Moody's and twice (two grade levels) for Standard & Poor's and that was for using our reserves. We went out for another rating last week and we don't have that rating yet. We'll have it tomorrow, but we were praised for the growth and the steady progress that we've made, so, while yes, we could raid our very small reserve for a short-term because that's what it would be. We're talking about a \$12,000,000 program and I'm not sure how much of that you're suggesting we would use toward paying this down, but I really don't think it would have that much of an impact for the customers themselves, but it would have a substantial impact on both our operation and our credit rating going forward. I also asked about CDBG. That is an option that we can look at. We know that's not necessarily the most stable source of revenue at this point as we wait to see what happens with the new administration, but we continue to use those proceeds towards programs that help to do more infrastructure projects in low- and moderate- income households. So, that's already happening. If you want to do more than what we're currently doing, then we're, again, taking away from. So, that would be a decision to not fund the non-profits that were all here tonight and there's, to the tune that we do, redirect those funds and again, it's not really a stable source. So, we can continue to look at this if you like, if that's what Council would like to do. I would just caution all those cautionary statements I just made."

Vice Mayor Stein stated, "My point is to continue to look at our bottom line and we're always very vigilant and concerned about it and we have been for a number of years and finally, to get to this point, where we're finally getting to the point where we can start to breathe a little bit and that's great and that's a testament to all of us on this Council and previous Councils and you, the City Manager and the staff, but the budgets of, again, those low- to moderate-income and seniors, we can continue to

save 40%, giving a 40% discount, but we're giving a massive increase here. So, 40% off of the increase is still going to be dramatic for families, for people that are barely getting by right now and I know that all of us here on Council are not any of those families I'm talking about, there's those families are here in Cleveland Heights and somebody needs to speak for them. This is going to hurt them. This is going to be... they're going to have to sit around the table and have to make some hard decisions."

Mayor Stephens stated, "Okay, is there anyone else who would like to make a comment?"

Councilwoman Roe stated, "I speak in opposition to the amendment. I recognized and have tremendous compassion also for the people that Councilman Stein is talking about. I do think that nothing prohibits us from continuing to look at what we might do in addition, but I think in this moment, I have to speak in opposition to the amendment."

Councilman Seren stated, "Mayor, I understand that any talk about subsidizing through General Fund or some other source could potentially wait until budget season. We can, as a Council, make some really hard choices and figure out what our priorities are, but the one thing that's confusing me, I guess, right now about any opposition to the piece of the amendment that has to do with, or all of the amendment that has to do with the emergency language is – what sky exactly is going to fall if this resolution that isn't effective until October waits 30 day? I'm not exactly sure what the emergency is."

Mayor Stephens stated, "That's a different issue. I don't think that we talked about that."

Councilman Seren stated, "Well, that was the amendment that was just moved and seconded. So, that what I'm..."

Mayor Stephens stated, "Councilwoman Roe were you opposed to the emergency? Elimination of the emergency clause?"

Councilwoman Roe stated, "Yes, yes."

Mayor Stephens stated, "Okay."

Councilman Seren stated, "This is where my confusion stems from. I don't understand. The only thing, this would be effective before the effective of the legislation, so the only possible thing that we are concerned about in a Council in opposing this is the people saying, 'Hey, wait a minute. We don't want this and yeah, I can understand that that could create some concern, but I just want to be very clear about what the trade-off is here - expediency versus the voice of the people and allowing that. So, I just want to make it very clear that that is the trade-off that we're making right now in this emergency language. We're saying we don't want the residents of Cleveland Heights to have the option of making their voice directly heard in response to the possibility that we might have to fund this in a different way as a result of taking this emergency language out. The slim possibility."

Mayor Stephens stated, "Councilman Ungar."

Councilman Ungar stated, "Well, just real quick, you might say that's what we're saying, but I strongly disagree. I know what I'm saying and I'm not saying that. I do have a question however. I'd like the opinion of the Law Director on the emergency aspect of this reading. I mean, I get, I think you're going to tell us this is part and parcel of the other and they have to see the muscle behind the message that the federal government would like to see funding in place as well because it kind of puts some umph behind things, but if I'm wrong about that, I'd like to hear. Or right about that for another reason."

Jim Juliano stated, "In a way, it's the other way around. The Department of Justice and EPA is not interested in getting involved in financing or funding the obligations of the city under the Clean Water Act. The Department of Justice and EPA leave that entirely up to the city to deal with. So, in order to take advantage of the negotiation of the Consent Decree, the city should have some plan for financing and funding the obligations of the Consent Decree and should, for some reason, the plan to finance it fail, then the city could find itself in a problem because it might have to reach a Consent Decree."

Councilman Ungar stated, "Was it there for a year, a follow up please, and was it there for your view that we should be handling this on an emergency basis?"

Jim Juliano stated, "Yes, it is."

Councilman Ungar stated, "Okay, thank you. And I'll just say one other thing. Listen to your lawyer when he or she knows what they're talking about."

Mayor Stephens, "But we can ask questions of our attorney."

Councilman Ungar stated, "Absolutely, but listen to your lawyer unless you really know what you're talking about."

Mayor Stephens stated, "And so the question here is – why is this an emergency when, as Khalil pointed out, it's not effective until October 1?"

Jim Juliano stated, "Why is it an emergency, Your Honor? Because the city, in my opinion, should pass the legislation to fund and finance the obligation under the Consent Decree at the same time so that there is a zero risk that the city might find itself in a position of a multi-million dollar obligation with no way to pay for it."

Mayor Stephens stated, "Councilwoman Yasinow."

Councilwoman Yasinow stated, "Yeah, I just wanted to say that I can't speak for everybody on Council. Again, I don't think that any risk, however infinitesimal of us not being able to fund our obligations under a federal Consent Decree is worth it and while I appreciate Councilman Stein's concern about the financial impact on this, this, again, like the Consent Decree was the result of extremely hard work of our staff over months to get to this, of crunching the numbers, of figuring out how we could offer a 40% discount without it impacting the rate for other citizens and much like my

comments on the first one, if this was of such deep concern, it would have been very much appreciated to have gotten these amendments or to being notified that they would be proffered at some time prior to 10:00 p.m. on the second reading. Thank you.”

Mayor Stephens stated, “Okay, I’d like to...”

Councilman Ungar stated, “Can I just say one other thing? I appreciate the concerns about low- and moderate- income folks. I’d be surprised, I can only speak for myself, but I’d be frankly surprised if there’s a single member of Council who isn’t concerned about the same thing. I heard it expressed multiple times in response to, I mean, this thing sucks, whether you’ve got a lot of money or very little money, but it is especially impactful for those that are under serious budgetary constraints, so that’s so stipulated, just seems to me to be an undeniable fact. This is going to have hardship on many within our city and there’s nothing we can do about it. So, and I don’t see how delaying it... I think we need to make every accommodation we possibly can as a city to deal with the issues, Councilman Stein, that you raised and to address our citizen concerns, but I don’t see how kicking the proverbial can down the road is going to accomplish that. This has been, as Councilwoman Yasinow stated; this has been thoroughly vetted, thoroughly.”

Mayor Stephens stated, “I’d like to move the previous question. I’d like to go to a vote.”

Councilwoman Roe stated, “Second.”

Councilwoman Yasinow stated, “On the amendment?”

Mayor Stephens stated, “On the amendment. If you would call the roll please.”

Roll Call: Ayes: Seren, Stein

 Nays: Ungar, Yasinow, Dunbar, Roe, Stephens

Laurie Sabin stated, “We have two ayes, Your Honor.

Amendment Failed

Mayor Stephens stated, “Two ayes, the resolution... and five no’s and the amendment to the resolution fails. We move to a vote on the primary resolution 67-2017. There was a first and a second.”

Laurie Sabin, “We have Yasinow was the first moved and Roe was the second.”

Mayor Stephens stated, “That’s correct.”

Laurie Sabin stated, “So, for the vote then, we have.”

Roll Call: Ayes: Yasinow, Dunbar, Roe, Seren, Stephens, Ungar

 Nays: Stein

Resolution Passed

Laurie Sabin stated, "And you have six ayes, Your Honor.

Mayor Stephens stated, "Six ayes, one nay. The resolution passes. We now, is there anything else you'd like to share with us, Councilwoman Yasinow?"

Councilwoman Yasinow stated, "Nothing."

Mayor Stephens stated, "Moving to the Planning and Development Committee. Councilwoman Dunbar."

Report of the Planning and Development Committee

Councilwoman Dunbar stated, "I don't have any legislation tonight. I would like to say, since we're talking about the EPA, that NOACA, the Northeast Ohio Areawide Coordinating Agency, just put out a statement about the fact that we continue to fail to meet Clean Air Act standards in this area, not because the factories belch pollutants anymore, but largely because of people driving cars, particularly driving as one person in the car and so, we need to make some kind of mode shifts in transportation and to that end, there will be a family bicycle ride on Saturday at 1:00 starting from Fairfax School and going around to the Shaker Lakes, a way to get your kids into bicycling and I invite everybody in the community to come to that. They'll ride over to the Lower Horseshoe Lake to the playground. So, get on your bikes. Help the air. Thank you."

Mayor Stephens stated, "We'll move next to Public Safety and Health Committee. Councilman Seren."

Report of the Public Safety and Health Committee

Councilman Seren stated, "Thank you, Mayor. I've got a couple pieces of legislation that I need to preface very briefly. I apologize, I know it's late, but I do want to say as chair of this committee, I also serve on the Nuisance Abatement Board and recently a woman who was actually here earlier, her house came before Council. There was a request by the administration to declare it a nuisance and Council obliged and the result of that was that that woman came to the Nuisance Abatement Board and she sought an appeal to the Board and what we found through that process is that an inspection of the condition of the property outside of certain environmental hazards in the property, and inspection had not been done to a thorough nature that would allow us a level of comfort that the structural quality of the house necessitated it's razing and so, what the Nuisance Abatement Board did was we gave an order that the house was to be cleaned out so that a proper inspection could be done so that we could actually understand the condition of the property before issuing some sort of order to raze the house. And this process was completed and the property was cleaned out and to the point where it was possible for someone to go in and take a look at the structure, take a look at an issue that we saw – issues with the foundation and issues that created such a situation, a financial situation, that it was financially completely impossible to deal with this house in a way that made any kind of sense other

than razing it. So, that was our order, and it is a very, very difficult thing to do – to give the order that this woman’s house should be knocked down, and it’s not something we do lightly. It weighs heavily, frankly, on me. These two pieces of legislation are slightly different. Well, slightly, dramatically different in that they’re both vacant and abandoned and that gives me a great deal more ease. They are also both probably \$30,000 delinquent on taxes and so it provides me a little bit of comfort. We had a discussion earlier in Committee of the Whole related to information received about these properties and I will request that in the future, if there are inspection reports, I would like to see those because I’d like to get a greater idea about the structure of the house in a way that gives me sort of a cost-benefit analysis of razing versus the potential for rehab because that’s an important piece of my calculation in making that kind of decision, but because of those two factors – the vacant and abandoned and the tax delinquency – I’m going to move forward with these and so I move that we approve tonight Resolution Number 80-2017 declaring the property at 907 Nelaview Road, Cleveland Heights, Ohio to be a nuisance, authorizing abatement of that nuisance and declaring an emergency.”

Vice Mayor Stein stated, “Second.”

Mayor Stephens stated, “Ms. Sabin, if you would call the roll please.”

Roll Call: Ayes: Dunbar, Roe, Seren, Stein, Stephens, Ungar, Yasinow

 Nays: None

Resolution Passed

Mayor Stephens stated, “Seven ayes in favor. Resolution 30-2017 passes. Councilman Seren.”

Councilman Seren stated, “Thank you, Your Honor. My second piece of legislation is Resolution Number 81-2017. I move that we approve this resolution declaring the property at 13403 Cedar Road, Cleveland Heights, Ohio to be a nuisance, authorizing abatement of the nuisance; and declaring an emergency.”

Mayor Stephens stated, “Is there a second?”

Councilwoman Yasinow stated, “Second.”

Mayor Stephens stated, “Thank you. Ms. Sabin, would you call the roll please?”

Roll Call: Ayes: Roe, Seren, Stein, Stephens, Ungar, Yasinow, Dunbar

 Nays: None

Resolution Passed

Laurie Sabin stated, “And seven ayes, Your Honor.”

Mayor Stephens stated, “Thank you. Resolution 81-2017 passes. Are there any other comments, Mr. Seren?”

Councilman Seren stated, "Yes, just very briefly, I just wanted to point out for anybody in the room, anybody watching and possibly Mr. Jewel, if you'd like to publicize this as well – we've got applications for the Charter Review Commission. The deadline is this Friday. Broken down by ward, we..."

Mayor Stephens stated, "Administrative Service Chair was going to say something about that."

Councilman Seren stated, "Well, no, I just wanted to point out one specific thing about this. I wanted to point out that the numbers from the wards, and we've mandated that we have representation from each of the wards in Cleveland Heights. You can look up your wards on the Board of Elections website and we've got these applications that are in this far broken down by ward and I just wanted to point out we got seven from Ward 1, six from Ward 2, four from Ward 3, six from Ward 4 and only two from Ward 5 and so I would like to encourage people who live in Ward 5 to apply. Put your name in the hat and if you'd like to contribute to the shaping of our government. Thank you."

Mayor Stephens stated, "Next is Administrative Services Committee. Councilwoman Roe."

Report of the Administrative Services Committee

Councilwoman Roe stated, "Just to follow up on the process in terms of the applications for the Charter Review and some additional information, Councilman Seren talked about our commitment to representation from every ward and has given you the numbers. I think what people also need to know though is that of the total of 25 people, we have 21 men and four women. So, I think that we need to make sure that we are doing everything we can to look at people that we believe would be qualified and probably look more for some women."

Mayor Stephens stated, "Thank you, Councilwoman Roe."

Councilwoman Roe stated, "And could I also, I'd also like to go on and talk about another aspect of... okay, so I want to just go back to the issue that Councilman Seren raised and Councilman Stein have raised about emergency resolutions and suggest that that be a discussion in our Committee of the Whole as part of what we, at one point committed to, in terms of looking at development of operating guidelines. So, we probably should have that discussion in the Committee of the Whole in the context of where we're going and in terms of finishing that task. Thank you."

Mayor Stephens stated, "Thank you. Next we move to Community Relations and Recreation Committee. Vice Mayor Stein."

Report of the Community Relations and Recreation Committee

Vice Mayor Stein stated, "Thank you, Your Honor. Well, it is 10:22 right now. It's pretty late, had a long night, and thankfully I have no report tonight."

Mayor's Report

Mayor Stephens stated, "Thank you. It's now time for the Mayor's Report. As you can tell this evening if you're watching, if you're going to watch us on YouTube or if you've been patient enough to stay with just this evening, this is a community with plenty of diverse opinions, even on Council. So, we represent our community well. This evening was a full evening and so I'll make my comments short and go straight for the sweet spot of every evening. I hope that God will bless America and Cleveland Heights. Our next meeting of Council is Monday, July 3, 2017. Good night. God bless all."

The two documents that were submitted in writing are included in the following pages. The meeting adjourned at 10:30 p.m.

Respectfully submitted,

Cheryl Stephens, Mayor

Laurie Sabin, Clerk of Council

/jkw

The meeting adjourned at 10:30 p.m.

Steve Presser's statement to Cleveland Heights City Council
June 19, 2017

Dear Cleveland Heights City Council Members....

I have a prior speaking engagement tonight that I am under contract and unfortunately, I will not be in attendance to read my statement and to listen to others.

The Coventry School development is a very complicated matter. It not only involves the CHUH School Board, but also the City of Cleveland Heights. It directly impacts both the immediate residential neighborhood and the adjoining Coventry Village Commercial District. It has an immediate neighbor in the Coventry Village Library. There are multiple tenants that have "businesses" within the school that also have major interest in the future of Coventry School. Those businesses, in turn, have further positive influence into our City of Cleveland Heights and beyond, as well.

There are way too many variables in this equation for a simple outcome. As a merchant and a Coventry Village neighbor, whose 3 kids went to Coventry School, I understand the importance of this project. I can empathize with each and every group, aforementioned. I have to ask that Council please take in consideration the requests of the Coventry School tenants, to consider a 1 year lease, so that each can feel "secure" knowing any projects, scheduling, and the like, that requires time for displacement, can be accomplished. Too many have put their \$\$\$ and sweat equity to improve their space, not only for their individual businesses or organizations, but also to improve and enhance the lives of those in our community and beyond. So, it is a difficult decision as we all know of a shrinking tax base that is also a variable in this complex equation. It is also very difficult to operate any organization or business on a month to month basis. Please do not rush your decision and try and think this one out.

We're Cleveland Heights for G-d sakes.

Respectfully submitted....
~Steve Presser

Coventry School Site Timeline

- 1/2017 Artful constructing studios, soliciting donations for electrical and doors.
- 3/11/2017 Artful's Grand Opening party!
- 4/18/2017 ABR 2017-36: Cleveland Heights-University Heights Board of Education, 2843 Washington Boulevard, requests to install wall-mounted sign for Artful tenant at former Coventry School.
- 5/5/2017 RFQ/RFP Draft #1 for redevelopment of Coventry School Site
- 5/9/2017 CH-UH School District Operations Manager George Petkac meets with Coventry School Tenants to inform them of month-to-month leases with 60-day notice to vacate premises, effective 7/1/2017. Current leases are for one-year, with 120 notice to vacate premises.
- 5/23/2017 "The Cleveland Heights-University Heights City School District has agreed to partner with the City of Cleveland Heights on the sale of the Coventry School site. The School District will sell the property to the City once City officials identify a developer for the site."
- 5/30/2017 Coventry School Tenants meet with CH-UH BOE Ron Register and Jim Posch, Operations Manager George Petkac, and Communications Director Scott Wortman.
- 5/30/2017 CH Council Committee of the Whole packet: "Coventry School LOI. A Resolution authorizing the City Manager to execute a non-binding Letter of Intent with the Cleveland Heights-University Heights City School District concerning a partnership relating to the sale of the Coventry School."
- 6/2/2017 Coventry School Tenants meet with CH council Member Mary Dunbar and Economic Development Director Tim Boland. Council Member Dunbar outlines Coventry School Tenants three reasonable requests: One-year leases, explore developing Coventry School as an arts and cultural center, Coventry School Tenants play a meaningful role in the conversation.
- 6/5/2017 Coventry School Tenants speak at Cleveland Heights City Council meeting, make three reasonable requests, express concern about rapid pace of project, request citizen input.
- Council approves 68-2017 authorizing City Manager to "execute a non-binding Letter of Intent with the Board of Education of the Cleveland Heights-University Heights City School District ("School District") to explore the possibility of a sale of the Coventry School Building property.
- 6/12/2017 Council has 35-minute discussion of RFQ/RFP Draft #5, 6/9/2017. Mayor Stephens directs City Manager Briley to request Coventry School rent revenues and operating

and repair expenses from the School District. No discussion of Coventry School Tenants three reasonable requests or how the City may assist them.

6/16/2017 RFQ/RFP Draft #6 for redevelopment of Coventry School Site

6/19/2017 1:46 pm Cleveland Heights Economic Development Director Tim Boland's first outreach to Coventry School Tenants in a email, offering meetings "to better understand and discuss your organization's operational needs and requirements."

Coventry School Tenants return to Cleveland Heights City Council with their three reasonable requests, and outline how the Coventry School Site may be redeveloped to include an arts center, playground & park, and medium density housing.

END

Coventry School Site Timeline

Page 1

- June 2006 CH-UH BOE closes Coventry Elementary School.
- 6/17/2008 CH-UH School District Report of the Coventry School Study Committee considers “multi-tenant reuse by a potential consortium of Cleveland Heights/University Heights nonprofit organizations.” Urges keeping PEACE park and playground. Building conversion to multi-tenant use should be “at no ongoing expense to the District, and that the District avoid complicated landlord/tenant relationships.”
- 10/21/2008 CH-UH Board of Education Special meeting worksession discussion on Coventry Property and Proposals. “The (June 17, 2008) report concluded the District could not afford to operate and maintain the Coventry facility. The Committee recommended that the Board of Education initiate a public process for eliciting proposals for the adaptive reuse of the Coventry building.”
- “During the months of July through October 2008, nine entities made contact with the District regarding the Request for Letters of Interest (RFLI). None of the responses received indicated any interest in purchase of the Coventry building. On October 15, 2008, four entities submitted responses to the RFLI.”
- 9/30/2009 CH Planning Commission: Project 09-17: University Hospitals requests Planning Commission approval for temporary adult training facility in up to 12 classrooms at Coventry School
- 9/2009 The Music Settlement reaches an agreement in principle with the school district to develop a state-of-the-art early childhood center at the Coventry School site.
- 8/5/2010 (Sun News) The Cleveland Heights-University Heights school district and The Music Settlement are exploring new options for the former Coventry School site. That’s because The Music Settlement has decided it will not move forward with its plans to purchase the former Coventry School building for financial reasons.
- 11/25/2010 (Sun News) The Cleveland Heights-University Heights school district has found a partner to put the former Coventry School site to good use next year. Ensemble Theatre of Cleveland, based in Cleveland Heights, has reached an agreement in principle with the district to lease part of the former elementary school building, at 2843 Washington Blvd., from Feb. 1-Aug. 30, 2011. The agreement was announced last week, after the city’s Planning Commission approved a conditional use permit Nov. 10 to allow Ensemble to rent the space.
- 2011 Ensemble Theatre converts gymnasium to 98-150 seat Main Stage theater, and other space into a 40 seat black box, storage, and offices.
- 4/13/2011 CH Planning Commission motion to approve the alterations to the existing Conditional Use Permit to allow the Cleveland Sight Center and the school district

to operate the adult training facility and the pre-school program as identified subject to the staff conditions as articulated in the staff report for Project 11-05.

- 10/21/2011** CH Council meeting minutes, Councilman Stein stated: **“An example of positive economic development is Coventry School incubator in collaboration with the Cleveland Heights-University Heights Schools ... This partnership will create new jobs, increase tax revenues and benefit the local restaurants and businesses. The entire area has improved with this type of economic development.”**
- 1/11/2012 Project No. 12-1: Open Office, LLC/CH-UH Board of Education, 2843 Washington (former Coventry School), ‘A’ single-family requests Conditional Use Permit (a) to adaptively reuse 4000 s.f. of former school for shared general office and meeting space & (b) to provide required parking in City parking lot #20 across Euclid Hts. Blvd
- Summer 2012** **Focus on the Heights: “The building, now called Coventry Commons, is being repurposed into a center of creative enterprise and arts through a partnership with the Cleveland Heights-University Heights School District and the City of Cleveland Heights. Coventry Commons is now also home to a host of active local groups: Lake Erie Ink, Family Connections, and Ensemble Theater.”**
- 3/14/2013 CH Planning Commission Project 13-14: A. Franklin, dba Coventry Village Children’s Center, 2843 Washington, ‘A’ single-family, requests Conditional Use permit to adaptively reuse lower level of former Coventry School for 120-child day care and school-age before- and after-school care and full-day programs on holidays and summer
- 6/12/2013 CH Planning Commission Project 13-34: Hts. Waldorf School dba Urban Oak School, 2843 Washington, ‘A’ single-family, requests Conditional Use permit to adaptively reuse a portion of the main level and mezzanine level of former Coventry School for 60-student pre-K through 4th grade school.
- 8/1/2013 Welcome new CH City Manager Tanisha Briley
- 3/13/2014 CH Planning Commission FutureHeights & Reaching Heights request conditional use permit to adaptively reuse 1,00 square feet of former Coventry School.
- 7/1/2014 Welcome new CH-UH School District Superintendent Dr. Talisa Dixon.
- 6/8/2016 Project 16-13: Artful Ohio, Inc., 2843 Washington, potential tenant, ‘A’ single-family, requests Conditional Use Permit to: (a) adaptively reuse 5,376 s.f. at former Coventry School for 20 artist studios/offices and gallery w/ occasional classes and (b) modify parking requirements to provide 2 designated parking spaces