



COUNCIL UPDATE

SEPTEMBER 13, 2019

MEETINGS & REMINDERS

Sunday, September 15	-	Noon – 6:00 p.m.	Heights Heritage Home & Garden Tour
Monday, September 16	-	6:15 p.m.	- Committee of the Whole
Tuesday, September 17	-	7:00 p.m.	- Architectural Board of Review
Thursday, September 19	-	6:00 p.m.	- Meet Your Police
	-	6:00 p.m.	- Refuse & Recycling Task Force
Friday, September 20	-	9:30 a.m.	- Commission on Aging
Monday, September 23	-	6:00 p.m.	- Joint City/School Board Meeting at H.S. Cafeteria
Tuesday, September 24	-	7:00 p.m.	- Compton Road Corridor Meeting (flyer attached)
Wednesday, September 25	-	7:00 p.m.	- Transportation Advisory Committee
	-	7:00 p.m.	- Noble Neighbors Candidates Forum at Noble Road Presbyterian Church
Thursday, September 26	-	6:00 p.m.	- Meet Your Police
	-	7:00 p.m.	- Taylor Road Meeting (flyer attached)

UPCOMING EVENTS

Wednesday, October 2	-	7:00 p.m.	-	Noble Neighbors City Governance Forum at Noble Road Presbyterian Church
Thursday, October 3	-	7:00 p.m.	-	League of Women Voters – Candidates Night at the Community Center
Sunday, October 6	-	10:00 a.m.	-	Happy 5K Run
Thursday, October 10	-	7:00 p.m.	-	League of Women Voters – Community Forum at the High School
Saturday, October 12	-	9:00 a.m. – Noon	-	Shredding Day

LEGISLATION

- **Edwards Rd (Second Reading).** An Ordinance to Vacate a portion of the Street Right-of-Way for Edwards Road, to Reserve an Easement for Utilities and Drainage
- **Rudy’s Pub.** A Resolution authorizing the City Manager to enter into an agreement with Rudy’s Pub for a commercial revolving loan under the City’s Economic Development Loan Fund Program for acquisition of real estate and other assets
- **Zhug.** A Resolution authorizing the City Manager to enter into an agreement with Zhug for a commercial revolving loan under the City’s Economic Development Loan Fund Program for acquisition of equipment and other improvements
- **Medusa.** An Ordinance authorizing the City Manager to enter into an agreement with BNB Medusa, LLC, issuing a loan in the amount of \$396,440 to assist with its acquisition of the commercial property located at 3008 Monticello Boulevard
- **NOPEC (Second Reading).** An Ordinance authorizing all actions necessary to accept Northeast Ohio Public Energy Council 2019 Energized Community Grant(s) Funds

UPDATES

- **Noble Road Corridor Study Presentation**

FutureHeights and Camiros will be presenting the findings of the Noble Road Corridor Study during the City Council meeting on Monday. A copy of the final report is enclosed for your reference.

- **Preventing Panhandling**

The Law Department has prepared necessary amendments to the City's solicitation (asking for money or panhandling) ordinance that will be presented to Council after the internal staff review has been completed in the next few weeks. In preparation of the potential changes to the ordinance, staff is working on creating a panhandling awareness program in partnership with businesses in the community. The aim of the awareness program will be to educate residents and visitors about panhandling and to redirect their giving to those asking for money to programs that help provide positive solutions to some of the social, housing, and economic challenges facing those who panhandle. The program is in early planning stages and one of our first steps is meeting with business districts, local merchants, and nonprofits to enlist their support for working with the City to create the program. Staff met this week with the Coventry SID Executive Board, one of the most affected areas of the City, to get their feedback. They are eager to work with us to help address the issues they are facing with panhandlers. Meetings with businesses will continue over the next few weeks and we anticipate a program launch this fall.

- **GIS Apps Online** - Geographic Information System Apps were created by the City's GIS Administrator utilizing ESRI Software's Web AppBuilder Tool. The Apps have been added to the City website. The Apps will be updated on a regular basis as information/data change. Apps added to the website include:

New Resident Information
Landmarks
Parks and Recreation Locator
Schools
Polling Place Locator

The Apps can easily be found under the following tabs on the City website:

Residents – *Maps/GIS*

How Do I ? – *View – Maps*

Government – *City Manager – Management Information Systems – GIS*

The GIS Administrator will demo the apps with Council at an upcoming meeting

- **Community Outreach**

- A Redesign and update of “At a Glance” now called the CH City Guide is almost completed ; Bi weekly newsletter to feature new businesses; The CH promo video will include aerial footage of Shaker Lakes and other parts of the City.

- **Economic Development**

- **Student Loan Incentive Program** - staff is working on preparing additional information and analysis of this proposed program in response to comments and questions from Council members raised at the Committee of the Whole meeting on 9/9.
- **Zhug Restaurant Loan** – We are requesting approval of this proposed commercial loan at this time – legislation has been provided in the packet.
- **Rudy’s Pub Loan** – We are requesting approval of this proposed commercial loan at this time – legislation has been provided in the packet.
- **Partial vacating of Edwards Road** – Planning Commission recommended approval of this action at their August 14 meeting. Partial vacation of Edwards Road is required to facilitate the development of the Top of the Hill site consistent with the approved project site plan; There will be building improvements in the area of the current Edwards Road R/W, so the R/W in that area needs to be removed and one development parcel created. Edwards Road will change from an east-west orientation to a north-south orientation and the partial vacation, paired with access easements within the site, accomplishes this as well as maintaining and enhancing site access off of Euclid Heights Blvd. and traffic circulation within the site. We are requesting approval of this partial vacation at this time – legislation has been provided in the packet.

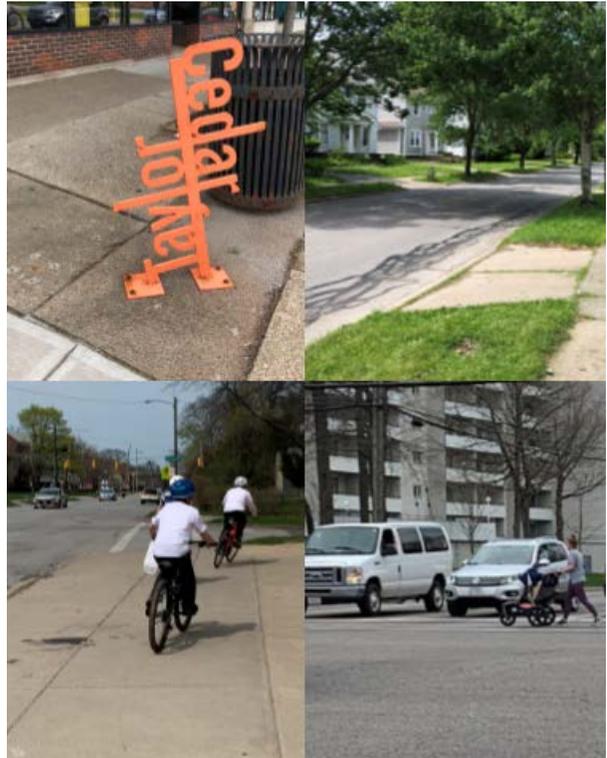
- **Housing**

- On Monday Sept. 9th the Housing Department submitted Special Assessments for unpaid Nuisance Abatement charges by owners of Cleveland Heights properties to the County Treasurer to be added to the property taxes for a total \$130,625. The assessments included \$90,800 for 230 parcels for grass cutting, \$17,619 to 44 parcels for special yard cleanups, \$3,214 to 15 parcels for emergency board ups, \$18,992 to 32 parcels for emergency trash and debris removal. The Housing Dept. also received a payment for Nuisance Abatement repairs done to 836 Nelaview Rd. for over \$19,000.

- The Housing Department continues to clean up properties through our Nuisance Abatement program. This month the Housing Dept. ordered the removal of debris and overgrown vegetation from 14 properties including 872 Helmsdale Rd., 2402 Noble Rd, 1748 Lee Rd, 913 Greyton Rd., 3639 Berkeley Rd, 3159 Euclid Hts. Blvd, 3151 Sycamore Rd, 3016 Lincoln Rd, 3219 East Overlook Rd, 1670 Glenmont Ave, 1656 Eddington Rd, 2146 N. Taylor Rd, 3423 Lownesdale Rd., and 990 Pembroke Rd.
- Housing Property Investigator Steve Holowicki met with GCC representative Denise Hatala this week to review and inspect a number of properties in the Noble/Caledonia neighborhood.

- **Planning**

- Taylor Road NOACA study - Staff reviewed lane striping alternatives for the Cedar Taylor district that, according to engineer Melissa Thompson, would increase the road's walkability and bike-ability. The Study Team had a productive meeting with East Cleveland Mayor King to update him about our work on Taylor. NOACA sent him an email today stating that they would include North Taylor Road in East Cleveland as the mayor had requested at our meeting. We left the Mayor the attached Taylor Road meeting flyer and he suggested that NOACA connect with Northeast Ohio Alliance for Hope for help with community outreach.



- Compton Road CDBG SIO Study - City Architecture prepared the attached flyer. Staff looks forward to sharing innovative alternatives of Compton Road with that neighborhood's residents. Future Heights' Planning and Development Committee continues to discuss opportunities for housing on vacant lots in that

neighborhood. New housing as a related initiative for the neighborhood will be part of the information conveyed at the September 24 meeting.

- Complete Streets Seminar - The Ohio Department of Health is sponsoring Complete Streets Implementation Training from 9-3 next Tuesday. Planning Director Richard Wong will represent Cleveland Heights on a panel with Cleveland, Oberlin and Warren to talk to fellow nerds like Sam Bell and Marc Lefkowitz.
- Planning Commission
 - Transfer of Motorcars Honda to Foundation Automotive Corporation was approved with members warmly welcoming Chief Operating Officer Chuck Kramer. To-date, Foundation Auto has purchased two [dealerships](#) in Canada, three in Texas, two in North Dakota, and is in the process of acquiring approximately 20 more. According to local representative and attorney Lee Chilcote, the dealership will continue to be called Motorcars Honda and will operate without changes. Landscaping improvements requested by staff will be addressed by an agreed-upon November 1 deadline.
 - The Shell-True North gas station and mini-mart was denied a request to reopen a third driveway that had been closed by the City in the Lee Road streetscape in 2016-2017. The City's consulting engineer, CHPD Captain Jeremy Young, neighbor and engineer Gayle Lewin, Sam Bell and a library employee supported staff's recommendation that the drive not be reopened. Aside from the applicant, all who testified said that pedestrian safety and comfort and initiatives to reduce the frequency of crashes were more important than returning the third driveway to the property.
 - A wooded lot on Lamberton between Corydon and Clarkson was permitted to be split. Longtime residents Betty Drake and Dale Johnson of Coventry Road bought the lot to eventually build their own home on one half. Longtime Coleridge Road residents Marlene and architect Larry Fischer are buying the other half for Larry to design a home they'll live in.
- **Parks & Recreation**
 - The Happy 5k Run will take place on Sunday, October 6 at 10am. Details are available on the City website.

- The Forest Hill Tennis courts are being resurfaced. The project should be completed by the end of the month. This is a 2019 CIP project. The courts will be closed until the work is complete.

- **Police**

- On Wednesday, September 11, 2019, Chief Mecklenburg and Sgt. Mary Grace Tokmenko were interviewed by WKYC reporter Dorsena Drakeford about the Police Department’s Dog Walker Watch Program. She was very excited to learn more about it and meet with some of our residents and their dogs to talk about the program. Five residents and their dogs joined us for the interview. The story is expected to air on WKYC Channel 3 on Wednesday, September 18, 2019 at 6:00 am.
- The Police Department would like to remind everyone the importance of locking their vehicles while parked and making sure any valuable are removed from the vehicle when unoccupied. The Police Department has received a few reports of thefts from vehicles and a couple of vehicles stolen while parked unlocked during the overnight hours. The overwhelming majority of these crimes are committed at night while vehicles are parked in lots, on the street and even in driveways. Many of these are crimes of opportunity and can easily be prevented by locking the vehicle.

- **Sanitary Sewer Evaluation Survey (SSES)**

	Requirements	Due
Phase 1 SSES	CCTV - 393,658 LF	1-Nov-19
Phase 1 SSES	1,980 Manhole Inspections	1-Nov-19
CMOM	132,000 LF/yr Pipe Cleaned	31-Dec-19
Model	Calibrated Model	31-Mar-19

Completed Through August 30, 2019

	<u>Completed Thru</u>	<u>Overall Remaining</u>	<u>Overall</u>

	Mat Aug 30, 2019 (LF)	(LF)	Remaining (%)
CCTV	351,542	42,116	12%
MHs Phase 1	1978		Complete
MHs Phase 2	812	313	28%
Cleaning Total	420,881	-	-
Cleaning (2018) only	173,355	-	-
Cleaning (2019) only	247,526	0	Complete

Work Completed by Entity

	City	Contractor	County
CCTV	20% (69,038 LF)	54% (189,317 LF)	26% (93,087 LF)
Cleaning (2019) only	27% (65,941 LF)	60% (147,652 LF)	13% (33,933 LF)
Cleaning Total	30% (126,838 LF)	47% (198,329 LF)	23% (95,714 LF)

Model Update

Tasks	% Complete
1. Flow and rainfall Analysis	100%
2. Model Expansion in GIS	100%
3. Model Expansion in Infoworks ICM	100%
4. Delamere - Model Setup	100%
5. Delamere - DWF and WWF calibration	100%
6. Delamere - Capacity evaluation	100%
7. Delamere - Alternative development	100%
8. DWF and WWF Calibration for all flow meters	100%

*DWF = dry weather flow, WWF = wet weather flow

SSES (cont).

During televising, it was discovered there are some structural defects to the sanitary and storm sewer on Janette. The City is working with the consultant to determine repairs needed to correct this problem.

The contractor is currently installing monitors to perform real time monitoring at ten (10) new locations.

- **Capital Projects**

- Meadowbrook Boulevard Reconstruction - The south side of the road has been poured and the contractor is working on the remaining intersections and driveway aprons.
- Mayfield Signalization - The contractor is out removing some of the remaining signal poles. The contractor is still waiting for Verizon to relocate their antennas.
- 2018 Street Resurfacing Program - Work is completed. We are working on closing out this project
- 2019 Street Resurfacing & ADA Curb Ramp Replacement Program - All of the punch list work is complete. We are in the process of closing out the contract.
- 2019 Surface Treating Program - The contractor is scheduled to finish the remaining fog seal work on Derbyshire next week, and crack seal work the last week of September.
- Dominion Energy

Montford Road PIR-2226 - Work continues without any major setbacks.

Woodward Avenue – PIR 2118 - Work is tentatively scheduled to begin in the next two weeks.

- Refuse and Recycling Task Force - The Task Force Committee has decided to meet every week for an additional 30 minutes (6-8pm) in September and twice in October with hopes of meeting the 6 month target date set by City Council. Over the next couple of meetings, the committee will determine if additional time is needed.
- Other

Suburban Water Main Renewal (SWMR) Program

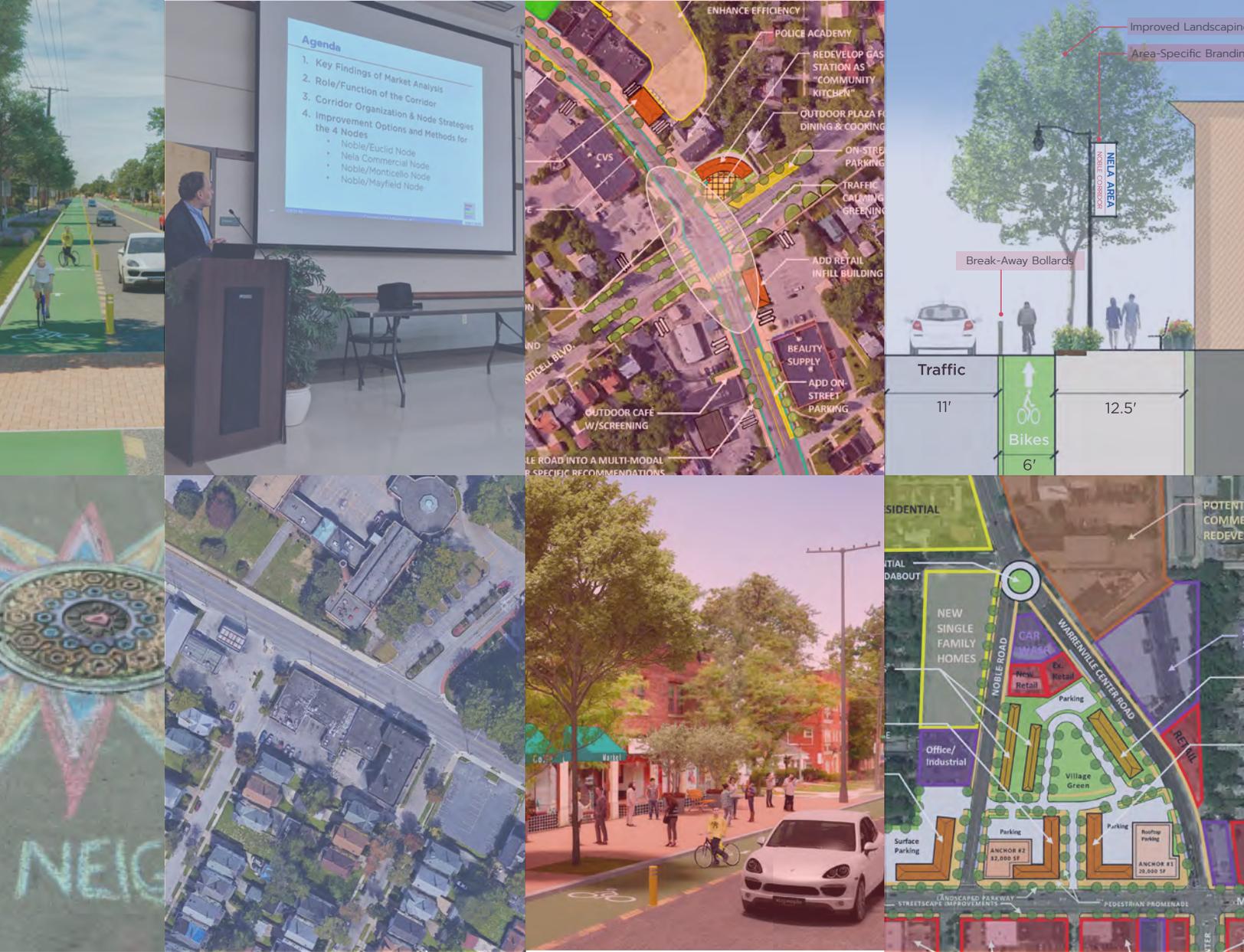
The City's application to the SWMR Fall 2019 Program was successful. The award of \$1,260,550 will be used to replace the water main on Shannon Road. The City will also perform road rehabilitation in combination with this work.

Cuyahoga County Healthy Urban Tree Canopy Grant Program

The City applied for and successfully received a \$50,000 grant under the new HUTC grant program announced this year by the County. The City submitted for an implementation project grant to replace 151 trees with a DBH greater than 17" affected by the Emerald Ash Borer. The funds will be used to hire a contractor to remove and grind the stumps (the City will then take care of planting a replacement tree).

Tax Certification for Delinquent Sewer and Landfill

The Utilities Division certified delinquent accounts to the County Auditor.



NOBLE ROAD CORRIDOR PLAN

Cleveland Heights & East Cleveland, Ohio

Prepared for **FutureHeights** by **Camiros, Ltd.**
SEPTEMBER, 2019

Planning Team

FutureHeights camiros

THE RIDDLE COMPANY



Acknowledgments

The Noble Corridor Planning Team would like to acknowledge the residents, stakeholders and partners who participated in this planning process. In particular, we would like to thank the Steering Committee for their valuable guidance and unwavering dedication to the Noble Neighborhoods of Cleveland Heights and East Cleveland. Their effort and persistence has made this initiative a success.

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1. Executive Summary

Introduction

Initiated by FutureHeights, Inc., and in cooperation with the Noble Neighbors, the cities of Cleveland Heights and East Cleveland, and the Northeast Ohio Alliance for Hope (NOAH), the Noble Road Corridor Plan is intended to improve quality of life in the Noble Corridor by promoting connectivity within and around the area, enhancing the sense of place, and laying the groundwork for equitable future development.

The State of the Corridor

The Noble Road Corridor serves as the focal point for the “north of Mayfield” portion of Cleveland Heights, and as such, defines the surrounding neighborhoods in both Cleveland Heights and northeastern East Cleveland.

The neighborhoods surrounding the Noble Corridor have many high quality assets, including good quality housing stock, affordable home prices, and good schools and parks. The City of Cleveland Heights is very engaged in promoting the well-being of this part of the City and has effective policies and programs to carry out this goal. Residents of these neighborhoods are also actively involved in taking steps to maintain a strong quality of life in the area.

To some degree, the Noble Road Corridor is a reflection of the surrounding neighborhoods. The commercial centers of the corridor are, for the most part, well-functioning and provide a range of goods and services for the area. The buildings are well maintained and do not exhibit deterioration or signs of neglect. There are a number of quality businesses within the neighborhood. Community-based beautification efforts in the form of flower planting in containers and in-ground beds have enhanced the commercial nodes, demonstrating that the community cares for the appearance of the area. Like the commercial nodes along the corridor, buildings within the adjacent residential neighborhoods are attractive and well maintained. The neighborhoods show no obvious signs of deterioration or distress.

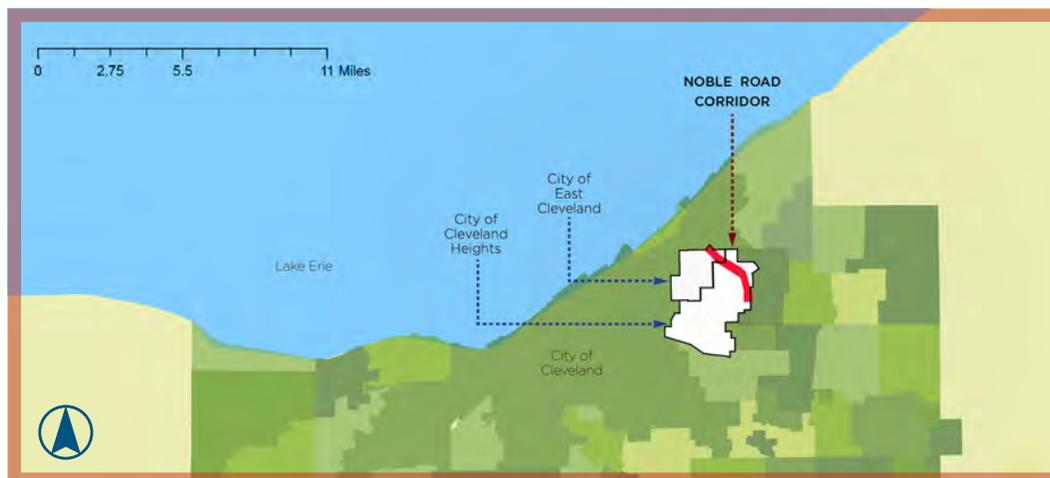


Figure 1.1

The Noble Corridor is centrally located in the Northeast Ohio Region; situated approximately 7 miles East of Downtown Cleveland. The Corridor Spans the Cities of Cleveland Heights and East Cleveland Ohio.

Source: Camiros

While both the neighborhood commercial centers and residential neighborhood areas are well maintained and display no obvious signs of distress, a closer look at underlying conditions suggests that improvement is needed to reverse some negative trends.

One such condition is declining property values. Many residents and stakeholders report that property values in the north of Mayfield area have been in decline for many years and an analysis of county records confirms this trend. An examination of properties currently for sale in the area reveals that home values are low in comparison to the quality of the housing stock being offered. Unfortunately, these home prices are far below the current cost of production or replacement. Another sign of distress is vacant land or buildings. Within each of the commercial nodes of the corridor there are several vacant storefronts/buildings that indicate low demand for space. Similarly, there are a few vacant lots within well-established neighborhoods, which resulted from the demolition of deteriorated houses. Since the cost of production is higher than current market values, there is no demand for these lots given existing conditions. Thus, both the commercial nodes and the residential neighborhoods are affected by vacant property due to low market demand.

There are multiple vacant and underutilized sites in the corridor, including this large parcel near the intersection of Noble and Mayfield.



Source: Google Street View

For these reasons, among others, FutureHeights sought to enhance the corridor through strategic revitalization initiatives. The plan is built upon an engagement process that balanced the needs and interests of all corridor stakeholders and municipalities, ensuring the end-product of the initiative is beneficial to the residents of Cleveland Heights and East Cleveland, alike.

Mission of the Noble Road Corridor Plan

The Noble Road Corridor Plan was undertaken to strengthen the commercial nodes along the corridor to serve as a stronger asset for the surrounding residential neighborhoods. In assessing the nodes, it became clear that their improvement would need to be linked to reinventing the corridor. A new role and function must be found to make Noble Road more integral to the lifestyle of the Noble Neighborhood. The future of the Noble Road Corridor

is tied to the surrounding neighborhood, and vice versa. Disinvestment has occurred along Noble Road itself and in the surrounding neighborhood. The plan for the Noble Road Corridor must not only improve conditions along the road, but strengthen the surrounding residential neighborhoods.

In short, the mission of the Noble Road Corridor Plan is to define a path to reversing the issues and challenges that face the Noble Neighborhood. Issues include:

- Declining residential property values
- Decreasing quality of businesses along Noble Road
- Declining appearance of the Noble Road Corridor
- Lack of vitality along Noble Road
- Increasing vacant land and storefronts along Noble Road

What will make people choose the Noble Neighborhood in the future?

The key to improving neighborhoods and communities is simple: 1) make the area more appealing; and 2) make it a place where people choose to live, work and play. How to achieve this marked increase in appeal is the central challenge of city planning, and it differs from community to community. In considering how to make the area more appealing we must ask why people would choose the Noble Neighborhood. In the future, reasons they may choose the Noble Corridor could hopefully include:

- It offers a lifestyle that meets the needs of modern families
- Almost everything residents need is nearby and easily accessible
- Noble Road is attractive and has nice shops and restaurants
- The neighborhood has a special “feel”, it really feels like home
- The area is clearly improving and will be even better in the future
- The housing stock is great and offers strong value
- Property values are poised for nice appreciation

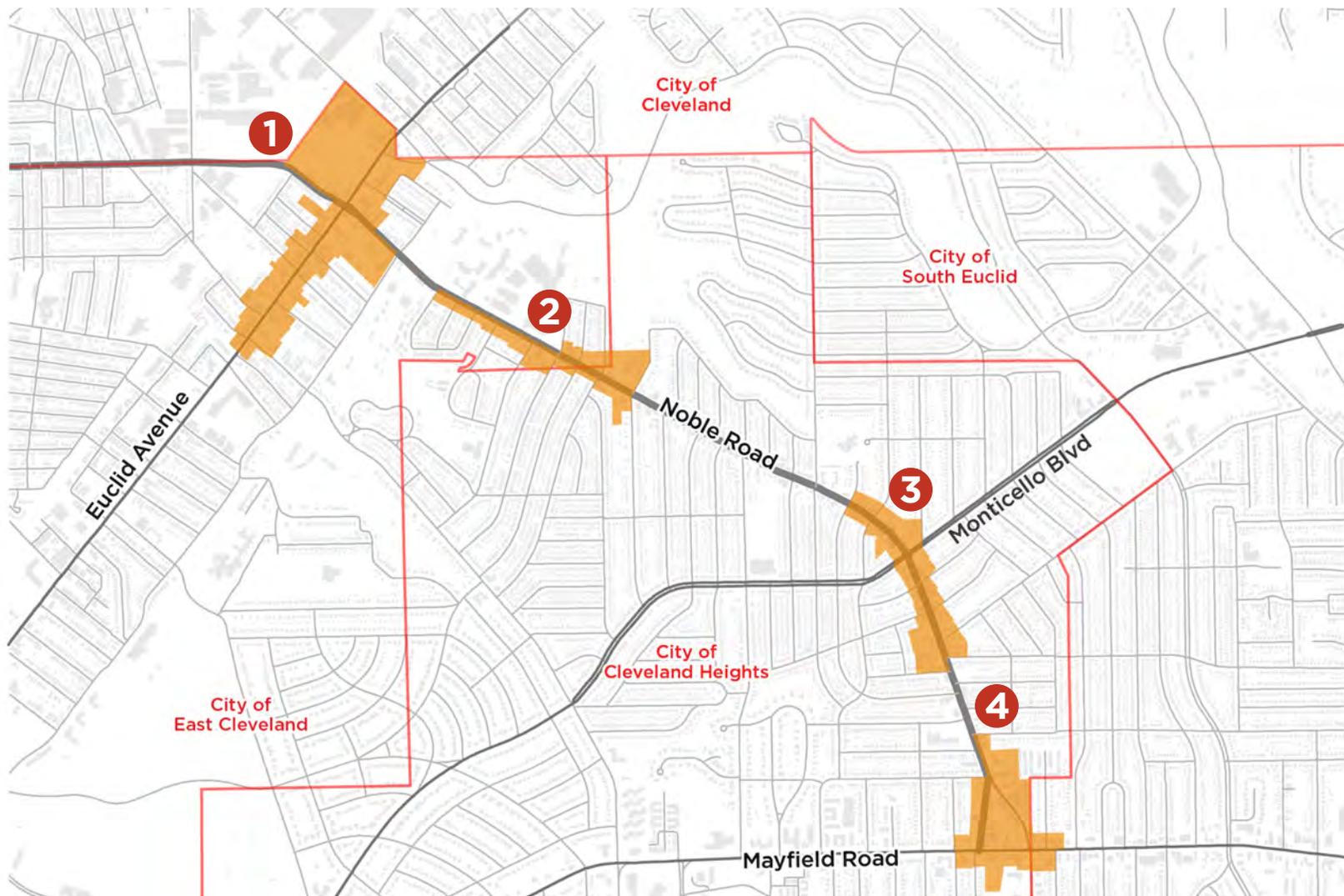
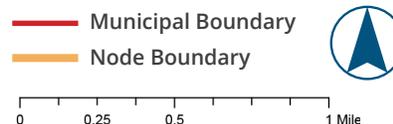


FIGURE 1.2, NOBLE CORRIDOR STUDY AREA NODES

- 1** → Noble/Euclid **3** → Noble/Monticello
- 2** → Noble/Nela **4** → Noble/Mayfield



Organization of the Study Area

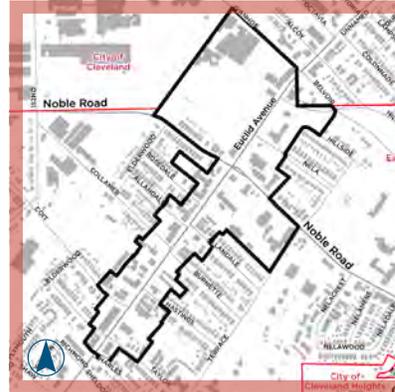
The study area for the Noble Corridor is 2.5 miles long, running along Noble Road from Euclid Avenue on the northwest, to Mayfield Road on the southeast. Most of the corridor is located in the City of Cleveland Heights. Portions of the Cities of Cleveland and South Euclid abut the corridor to the north and east respectively. The northwest portion of the Corridor extends into the City of East Cleveland. The eastern portion of the Noble/Mayfield commercial node is located in the City of South Euclid. The Noble Road Corridor Plan established four commercial nodes, which will be the focus of revitalization efforts in the Plan. These nodes are: 1) Noble/Euclid; 2) Noble/Nela; 3) Noble/Monticello; and 4) Noble/Mayfield. This framework allowed the planning team to compartmentalize the study area and identify improvements on a more micro level.

The Four Nodes

Detailed maps of the four commercial nodes are provided below.

A critical intersection in East Cleveland

As a crossroads for residents of East Cleveland, Cleveland Heights and Cleveland, the Noble/Euclid Node is an important intersection in the study area. Unfortunately, the Node suffers from a high degree of blight and faces economic challenges. The Node is a gateway the Corridor and will be vital to attracting investment and shifting perceptions of Noble.

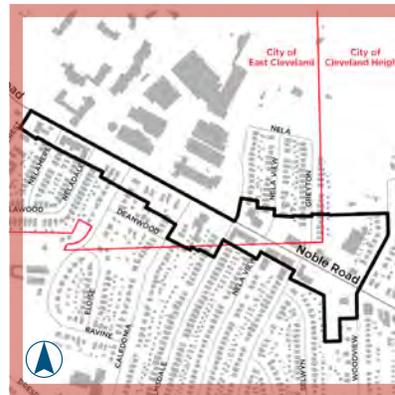


NODE 1: NOBLE/EUCLID

The Node is the northernmost node in the study area and the only one located entirely in East Cleveland.

Main street character near a historic office park

The Noble/Nela Node is defined by its proximity to the Nela Park Business Campus, the current home of GE Lighting. The area is home to multiple churches and businesses, and benefits from a “main street character” that encourages congregation. Still, the area struggles with vacancy and will need investment to thrive in the future.



NODE 2: NOBLE/NELA

The Node is located in Northeast Cleveland Heights and is not bisected by any major streets.

A neighborhood crossroads

The Noble/Monticello area functions as a neighborhood business district that mainly services the needs of residents. There are several parking lots fronting Noble that negatively affect the physical form of the node, however the businesses are generally well-used and stand to benefit from neighborhood investment.

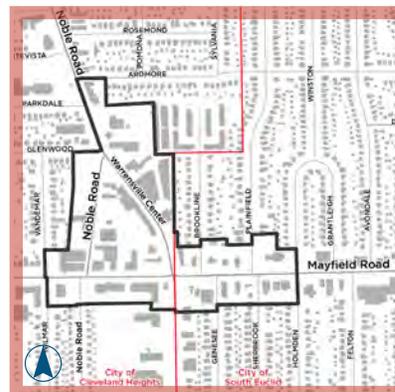


NODE 3: NOBLE/MONTICELLO

The Node is centrally located in the 2.5 mile Corridor Study area and lies at the intersection of Noble Road and Monticello Boulevard.

The gateway to the Noble Neighborhood

The Noble/Mayfield Node is the southern gateway to the Corridor and is large enough to constitute a district rather than a linear node. Mayfield is a regional connector road, making the node the most economically active in the study area. Also, there are multiple light industry and heavy commercial uses, such as automobile repair in the node. As a result the area is well-positioned for development and growth.



NODE 4: NOBLE/MAYFIELD

The Node is the largest of the four nodes and is prominently located at the intersections Noble and Mayfield Road.

Summary of Recommendations

The major recommendations of the Noble Road Corridor Plan are summarized below.

Core Concept

The new role and function of the Noble Road Corridor would be a mixed-use, multi-modal corridor that makes Noble Road the focus of mobility, civic life and shopping for the Noble Neighborhood. The components of this core concept are:

Mobility/Transportation

Currently, the Noble Road right-of-way is devoted primarily to cars; facilities for walking, biking and transit are secondary. A modern, healthy lifestyle involves a multiple mobility options, which make the transportation system more accessible to all people, including the old, young, handicapped, and poor. Creating a multi-modal transportation system will make Noble Road more integral to the daily lives of neighborhood residents. The Plan provides illustrations showing how the new corridor would look and function. The new corridor will become a place for people rather than just for cars.

Example of a well-landscaped street



Source: Google Images

Aesthetics/Appearance

The mixed-use, multi-modal corridor will look very different than today's Noble Road. It will be attractive, enticing and vital looking, drawing people engaged in a range of activities. In order for Noble Road to truly serve multiple modes of mobility, it must be an attractive place to walk and ride a bike. The market study performed as part of this Plan indicates that there is existing unmet demand within the immediate market area (Noble Road Corridor). The fact that new businesses have not opened to meet this demand is a clear indication that most portions of Noble Road, in its current form, are not considered a viable locations for new retail businesses. With the functional and aesthetic improvements proposed, the Noble Road Corridor can attract people to support new businesses. It must also be a place where people gather to meet neighbors, have a meal and do some shopping. Initial efforts will be focused on making the

needed improvements within the Noble Road right-of-way, with aesthetic improvements to private property along Noble Road occurring once the benefits of restructuring the road begin to take place.

Civic Life

Noble Road will become integral to the lifestyle of the neighborhood. Many public/civic uses are located on Noble Road, including schools, churches, the library, etc. The multi-modal improvements will link these uses together to create a stronger civic function. New uses will be developed, such as new parks for young and old, as well as passive spaces for people watching.

Enhanced Shopping

By virtue of the improved transportation system, attractive appearance, and stronger civic role, the Noble Road Corridor will become a viable shopping area, with activity focused within the four nodes.

Commercial Investment and Redevelopment.

Improved retail activity is a central component of the Plan. The Plan, however, recognizes that commercial investment and redevelopment will be a consequence of reinventing the corridor's role and function as a mixed-use, multi-modal corridor.



*Existing Shopping
along Noble Road*

Source: Google Street View

The proposed multi-modal transportation improvement will also leverage the Northeast Ohio region's strong transit system by making the corridor much more bus friendly, thereby building upon links to the Windermere Transit Station and other transit routes. Commercial investment and redevelopment is proposed for all four nodes, based on the viability of investment opportunities. There is some opportunity in all four nodes, but the most significant opportunity for commercial redevelopment exists at the Noble/Mayfield node. The Plan includes three alternative redevelopment plans for the Noble/Mayfield node to explore the range of potential redevelopment. The Plan also includes recommendations for small-scale development and building additions throughout the corridor. The market study performed as part of this plan indicates that "market gaps" exist in the market area.

Increased Residential Investment.

The restructuring of Noble Road as a mixed-use, multi-modal corridor will make living on the corridor much more attractive. Transportation will be upgraded and made more convenient, the corridor will be much more attractive and there will be more things to do along the corridor in terms shopping and civic activities. As a result, substantial new residential investment is

anticipated both in terms of rehabilitation of existing apartment buildings and new residential/mixed-use development. Redevelopment plans for the Noble/Mayfield node include substantial residential development in various forms, including rental apartments in mixed-use buildings, live-work units and new single family homes.

Economic Development.

Along with the greatly enhanced quality of life and functionality of the restructured Noble Road Corridor, the economic performance of the corridor will also be significantly elevated. This elevated economic performance will be manifested through key indicators such as higher property values, higher commercial and residential rents, and higher tax revenue. The path to this elevated economic performance is investing in the infrastructure improvements needed to reinvent Noble Road as a mixed-use, multi-modal corridor. The Plan frames an economic development strategy to capture a portion of the future increased property values and tax revenue to pay for the infrastructure improvements.

2. Planning Process

Overview

The planning process for the Noble Road Corridor Plan was initiated in the summer of 2018 by FutureHeights, the official Community Development Corporation of Cleveland Heights, Ohio. In October of 2018, FutureHeights formally hired Camiros, an urban planning firm to coordinate the process as well as The Riddle Company, an economic development consulting practice. Over the course of the next 9 months, the newly hired planning team worked with FutureHeights and the appointed members of the Steering Committee to formulate a plan for the Noble Corridor and portions of the surrounding neighborhoods. The engagement process was designed around three major community meetings. These meetings gave the planning team an opportunity to learn about the Noble neighborhoods' history and culture, and to obtain feedback on the proposed ideas. Based on this engagement, the planning team was able to present to a set of proposals that were well-researched and catered to the needs of current and future residents.



Community Meeting 1

Source: Camiros

Steering Committee

The Steering Committee is made up of 13 members representing the Cities of Cleveland Heights and East Cleveland, local resident organizations, churches, neighborhood businesses, and the community at large. The Steering Committee acted as advisor and decision maker to help to create a framework for future development that is rooted in community's vision for equity. Committee members helped to represent the thoughts and goals of the community, while providing their time and offering their own unique perspectives on the Corridor. They regularly attended public and private meetings.

Steering Committee members were asked to

- Identify resources or provide information regarding conditions within the neighborhood.
- Assist in promoting the Community Meetings to a broad range of community members.
- Reflect concerns and issues from neighborhood and citywide residents, businesses and stakeholders.
- Generate and review ideas in order to prioritize the strategies and projects that merit consideration for inclusion in the Corridor Plan.
- Review deliverables and provide comments and feedback before they go to the larger community.
- Help identify potential partners and guide post plan implementation.

Resident Feedback Surveys

Over the course of the Noble Road Corridor Plan, the project team distributed online surveys to residents of the Corridor neighborhoods. The surveys worked in tandem with the Community Meetings to provide an alternative form of feedback to the planning team. The initiative gave residents who could not attend Community Meetings an opportunity to engage in the planning process, and created a low-pressure outlet for people to voice their opinions on the Corridor and all of the proposals. The planning team received hundreds of responses to the distributed surveys, heavily informing the Noble Road Corridor Plan.

Process Phasing

When the project was started in the fall of 2018, the planning team organized the engagement process into four major phases: 1) Assessing Existing Conditions; 2) Considering Alternative Options; 3) Defining Strategic Direction; and 4) Finalizing the Plan. The first phase was designed to create momentum for the Plan and allow the planning team to learn as much about the Corridor as possible without preconceptions. The second phase of the process laid the groundwork for the ultimate components of the Plan and provided a direction for the process. The third and fourth phases built upon previous efforts to finalize the contents of the Plan while obtaining continued feedback from residents.

Phase 1: Assessing Existing Conditions

Key Person Interviews

To kick off the planning process, the planning team conducted a variety of interviews with community residents and stakeholders to listen and learn about the past, present and future of the neighborhood. There were more than 20 interviewees, providing the team with a variety of thoughts and perspectives on the Noble Corridor.

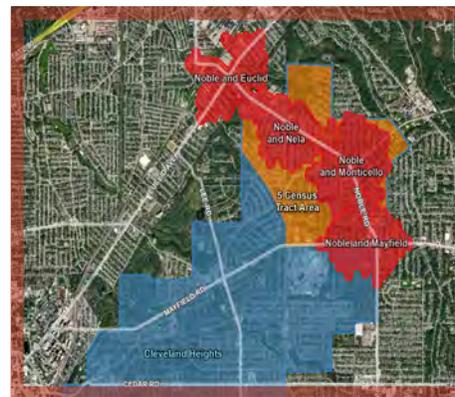
In addition to connecting multiple stakeholders to the Noble Corridor planning process, the interviews allowed the planning team to gain a much stronger understanding of the neighborhood that went beyond maps and demographic reports. Interviewees were able to provide insight that they had attained as both area residents and representatives of their organizations. They discussed matters such as the need for a safer community with more job access, neighborhood growth without exploitation, and the importance of grocery stores, low-income housing and other factors in planning for the future. The information gathered in the key person interview process informed the concepts that were ultimately formed in the next stage of the process.

Steering Committee Meeting 1

The first Steering Committee Meeting was held on Tuesday, October 30, 2018. The meeting gave the Steering Committee a formal opportunity to get acquainted with the planning consultants and to organize a framework for the planning effort. Conversations with the Steering Committee allowed the project team to become more familiar with the existing conditions in the study area neighborhoods (before the completion of the existing conditions report) and to begin a dialogue on the most integral goals of the process. In order to further inform the vision, the planning team discussed the themes and outcomes of the Key Person interviews with the Steering Committee. The meeting was a critical step in charting a course for the next steps of the plan.

The Market Study

The project team prepared a market study for the Noble Corridor to inform the development of planning concepts. The study used the four major nodes as a framework for analyzing the study area. By researching the areas within a 10 minute walk of each intersection, an overview of the market potential was gathered that would steer and reinforce the direction of the proposed planning implementations.



Market Study Trade Areas

Source: The Riddle Company

Existing Conditions Report

The Planning team completed an Existing Conditions Report to lay the groundwork for a successful planning process. The report utilized existing GIS data from the Cuyahoga County Department of Information Technology, among other sources. The report first examined the entire corridor and then reviewed each node individually. Analysis involved studying existing land use, the current transportation network, and assessed property values. The planning team referenced a neighborhood report completed by a group of Case Western Reserve University students in the fall of 2015 to provide an overview of existing conditions. The report concluded with a short list of summarizing assets, opportunities and challenges that would guide the planning concepts in the next stage of the planning process.

Phase 2: Considering Alternative Options

Steering Committee Meeting 2

The second Steering Committee Meeting was held on Thursday, January 17, 2019 and was organized to facilitate in-depth discussion of the study area's existing conditions, the market assessment, alternative improvement options/concepts as well as local capacity and funding to implement the proposed alternative concepts. The discussion with the Steering Committee

gave the planning team initial feedback on the preliminary proposals and allowed the team to prepare for the first public meeting.

Community Meeting 1

The first community meeting was held on the evening of Thursday, January 17, 2019 at the Cleveland Heights Community Center. The meeting was structured around a presentation by the planning team to nearly 100 Cleveland Heights and East Cleveland residents. The meeting was organized to give residents a short description of the findings of the market study and the research completed up to that point. In order to garner feedback on the proposed concepts from residents, the planning team distributed keypad polling devices to attendees and posed questions about the initial proposals. Live response percentages would appear on the screen in real time, allowing people to consider questions and see how their neighbors feel. After answering questions, residents were given the opportunity to speak up with their own thoughts and opinions on the preliminary proposals and on the corridor as a whole. The evening was a crucial turning point in the process, as it provided the team with necessary insight and gave the plan a more refined direction.

Community Meeting 1 Presentation



Source: Camiros

Phase 3: Defining Strategic Direction

Youth Engagement Meeting

Oftentimes, young people are left out of the planning process. The planning team considered the perspectives of youth as valuable as those of adults since youth are, in many ways, the future of their neighborhood. Children and teenagers typically offer a unique perspective on their community because they experience it in different ways. Additionally, they are often thinking about their future, where they would like to go to college and where they would like to live after they graduate. The youth of the corridor will need to be retained as residents for the long-term health of the community, so the opportunity to engage with them is invaluable.

The Noble Road Youth Engagement Meeting was held on April 3, 2019 at the Noble Neighborhood Library. Youth attendees completed mapping exercises and filled out short surveys about their neighborhood. They came up with a variety of ideas for potential amenities such as new spaces to play in, different types of shopping they'd like to see and other potential neighborhood improvements.

Steering Committee Meeting 3

The third Steering Committee Meeting was held after the planning team had an opportunity to consider feedback from the first Community Meeting to discuss the proposed key strategies in detail and make consensus adjustments to the strategies, as well as the proposed improvements, developments and initiatives that could bring these strategies to life.

Community Meeting 2

The second Community Meeting was held on April 4, 2019 at McGregor Home in East Cleveland. The meeting was attended by over 100 neighborhood residents and stakeholders, representing the diverse nature of the community. In attendance were residents of both cities as well as elected officials from both cities, which included the mayors of both East Cleveland and Cleveland Heights. The meeting gave the planning team an opportunity to present the latest proposals for the Noble Road Corridor Plan, including updated visions for each of the four nodes along with the findings of the market study.



Community Meeting 2 Presentation

Source: Camiros

While the first Community Meeting was more focused on collecting ideas for possible plan initiatives, the second meeting emphasized educating the public on what had been learned to that point and gaining feedback on the refined concepts. Residents again utilized keypad polling devices to respond to the planning implementation concepts and then were given a chance to ask the planning team questions and to offer their thoughts on the proposals. The meeting both reaffirmed the direction of the plan and gave the planning team ideas that would be included in the final phase of the planning process.

Phase 4: Finalizing the Plan

Steering Committee Meeting 4

The fourth Steering Committee Meeting was held to conduct a detailed review of the Draft Plan, identifying revisions and enhancements to be made. Input revolved around further defining the details of the Noble/Mayfield Node and the next steps of the effort to improve Noble Road. For example, look into how the plan will factor into greater City-wide efforts as well as how future funding will be secured.

Community Meeting 3

The third and final Community Meeting of this process was held on July 18, 2019 to present the Draft Plan to the community and to obtain both feedback and suggestions for the contents of the plan before final adoption. The meeting was held at Central Bible Baptist Church on Noble Road in the project area and was attended by more than 70 residents of both Cleveland Heights and East Cleveland. The meeting gave residents a look at the final direction of the plan and an opportunity to ask Planning Team members questions about the plan initiative. Residents discussed the importance of trees, cleaning up Noble, and the transit needs of the community.

Early Action Projects

Approach to Early Action Projects

Early action projects represent a key strategy in community planning, demonstrating that planning does drive community improvement. The implementation of one or more early action projects builds credibility in the planning process and helps promote greater community involvement. Early action projects need to be customized for each community and each planning process.

The types of early action projects implemented range from small scale projects, such as cleaning up vacant lots, to more involved projects, such as the temporary installation of a complete street improvement to demonstrate the benefits of enhancing bike/pedestrian transportation. For the Noble corridor Planning Process, multiple project ideas were considered including a temporary social park installation, a temporary bike lane installation and a “Movie in the park” day. Ultimately, FutureHeights made the decision to focus on beautification program that involved the placement of flower pots along Noble.

Noble Road Planter Program

To demonstrate the capacity of the community and local stakeholders to effect change, FutureHeights forged a consensus to pursue an Early Action Project to expand the existing flower planting program along Noble Road. The current program, which involves planting flowers in decorative containers and hanging baskets in the commercial areas along Noble Road, generated significant positive feedback within the neighborhood.

In 2016, the Cedar Lee Business District initiated a streetscape project that included new planters and hanging baskets for that district. The City of Cleveland Heights repurposed the district’s previous planters and moved them to the Noble Road Corridor. Currently there are 88 planters on Noble Road: 34 large planters, 28 small planters, and 26 hanging baskets. There are also 6 in-ground flower beds along the street. The city maintains the planters during the summer months through a regular watering schedule.

The Early Action Project aims to build upon the current flower planting program and other beautification efforts in the neighborhood, led by Noble Neighbors and Oxford and Montford community gardens, in order to unify the entire street. While the existing program focused on commercial areas in the Cleveland Heights portion of the corridor, where active neighborhood groups provided a ready source of volunteers. The expanded program would extend the effort into the residential areas of the street and to the East Cleveland portion of the corridor. Due to the timing of the Early Action Projects component of the Plan, which was completed in early-mid spring, logistics for the expanded flower planting program could not be put into place in time to carry out the program in the growing season of 2019, and will be implemented in 2020.

Additional Early Action Projects

Going forward, FutureHeights and the community will have the option to implement a variety of other projects that were discussed during the Early Action Project selection process. If executed well, the projects will effectively compliment the implementations of the plan. A short description of possible initiatives is provided below. The reference to projected costs, which are framed in terms of “low, moderate and high,” should be interpreted within the context of the ability of local stakeholders (FutureHeights and its partners) to raise sufficient funds for such projects.:

Temporary Outdoor Restaurant Café. Many people have said they wished there were outdoor cafes along Noble Road. One impediment to local restaurants having outdoor cafes is the narrow width of the sidewalks. This early action project

would temporarily close on-street parking in front of the restaurant to create a café space, which is known as a “parklet”. Improvements would include temporary flooring, partitions, lighting, signage and landscaping. Projected Cost: moderate.

Pop-Up Restaurant. One limitation on the temporary outdoor restaurant café project is the small number of restaurants along Noble Road. The best restaurant candidates for a temporary outdoor restaurant café are Island Style in the Nela Node and Christopher’s Pub. Another early action project that could dovetail with a temporary outdoor restaurant café is a pop-up restaurant. This project would involve convincing another restaurant from outside the area to open a temporary restaurant within a vacant storefront on Noble Road. A number of logistical hurdles would need to be overcome. One of the larger hurdles, providing facilities for cooking, could be provided by locating a food truck next to or behind the space. A temporary outdoor restaurant café could be setup in front of the storefront. A subsidy might be required to underwrite the project. Camiros helped organize a pop-up grocery store as part of a neighborhood plan we did in Kansas City. Projected Cost: moderate to high.

Ornamental Outdoor Lighting. Enhancing the visual appeal of the corridor is something many local residents want. A cost effective form of visual enhancement is ornamental outdoor accent lighting. A temporary or permanent installation could be implemented in one node to demonstrate the concept. Ornamental accent lighting could be accomplished with strings of lights between utility/street light poles. Different types of lights could be used, including spotlights to illuminate attractive features of buildings within the node. Accent lighting could also illuminate trees, flowers and other landscape features. Projected Cost: low.

Temporary Complete Street Installation. A more ambitious project would be implementing a temporary complete street installation. This would involve the reallocation of space within the Noble Road right-of-way to create bike lanes, landscape area and pedestrian amenities. This could be done for one or two nodes within the corridor. This would be best done around a major summer-time holiday, such as Fourth of July or Labor Day. A part of the complexity of this project would be designing the installation and obtaining permission from the jurisdiction having authority over the road. The improvement would involve securing a substantial quantity of traffic control devices, benches, landscaping, signage and other material. Projected Cost: moderate to high.

Temporary Social Park Installation. One of the proposals for transforming the corridor is turning vacant lots and small green spaces into “social parks” that help make Noble Road an activity generator and a fun place to live. The “social park” concept recognizes that people of different ages may want different activities and amenities, and that different types of social parks can appeal to different groups. For the early action project, the design of a temporary social park would try to appeal to a broad cross section of people. Improvements would include grills for outdoor cooking, equipment for games and contests, an audio visual system, landscaping and lighting. Projected Cost: moderate to high.

Spring/Fall Tree Planting. A simple but popular early action project is spring tree planting. Trees can often be donated by local non-profit organizations such as the Open Lands Project and residents can participate in planting the trees. Projected Cost: low.

House and Garden Walk. A house and garden walk, where local residents open their houses and gardens to viewing by the general public, is a way to celebrate the quality and variety of homes in the neighborhood, and build community pride. This event is relatively low cost for the event coordinator but requires a good bit of logistical work. Projected Cost: low.

Movie in the Park. This early action project involves playing a popular movie in one of the green spaces located along Noble Road. A simple but popular event, this project would require the A/V equipment to run the movie, a concessions stand, blankets/mats for sitting on the grass, lighting, signage and supervisory personnel. Projected Cost: low to moderate.

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3. Existing Conditions

Overview

The Noble Corridor Planning area is comprised of the Noble Neighborhood in northeastern Cleveland Heights and a portion of northeastern East Cleveland. The corridor stretches for approximately 2.5 miles and is home to approximately 15,000 residents. The corridor is racially diverse with mix on nationalities, races and ethnic origins. With over 11,000 vehicles traveling the Noble Corridor each day, it is a collector road that connects residents of the Noble Neighborhoods to regional arterial streets, including Mayfield Road and Euclid Avenue. Although the Corridor is largely residential, there are multiple small businesses lining the corridor that serve residents. Notably, the Nela Park business campus (home to GE lighting) is also located on Noble in East Cleveland. An understanding of the present state of the corridor neighborhoods is critical to understanding how the community can position itself for an equitable and prosperous future. To gain this understanding, the planning team conducted an existing conditions analysis that would inform the forthcoming planning proposals.

Demographics

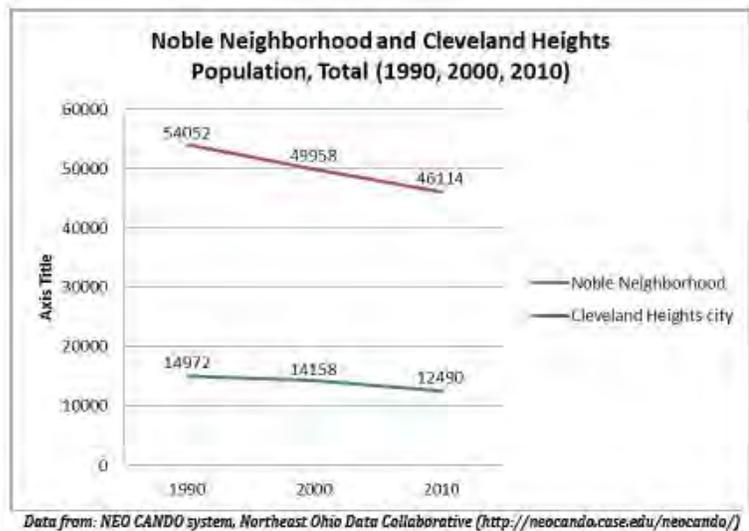
In the fall of 2015, a class taught by Dr. Mark Chupp of Case Western Reserve University conducted a survey and analysis of demographic conditions in the Noble Neighborhood, which is defined as the five census tracts straddling Noble Road north of Mayfield Road within Cleveland Heights. An excerpt from the study provides an overview of this demographic analysis below (the study did not consider East Cleveland in its scope, so a short analysis of the East Cleveland portion of the Corridor follows the excerpt).

As of 2010, Noble neighborhood had 12,500 residents, comprising 27.1% of Cleveland Heights' overall population. As illustrated in the following chart, the neighborhood has seen a population loss similar to Cleveland Heights as a whole, with the neighborhood's total population being down 16.58% since 1990.

	1990	2000	2010	% Change 1990-2010
Noble Neighborhood	14,972	14,158	12,490	-16.58%
Cleveland Heights	54,052	49,958	46,114	-14.69%

Neighborhood residents represent various races; however the community is primarily African American (67.8%) or White (27.1%). The neighborhood has seen an increase in its refugee population, specifically its Nepali population, due to a refugee services nonprofit (Us Together, Inc.) having relationships with landlords in the Noble neighborhood area, primarily on Noble Road.

The following table illustrates changes in demographic racial composition for the Noble Neighborhood and for Cleveland Heights. Since 1990, Noble neighborhood has seen a 54% loss in its white population, a 15% increase in its African American/Black population, a 21% increase in its Hispanic population, and a 47% increase in its Asian/Pacific Islander population (which may be correlated with local refugee resettlement services). There has been no increase in the area's American Indian population. These numbers show that in 1990 the neighborhood had a near 50-50 split in its white and African American/Black population. Since then, the neighborhood has seen an out-migration of its white population and an in-migration of African American, Asian/Pacific Islander, and Hispanic individuals.

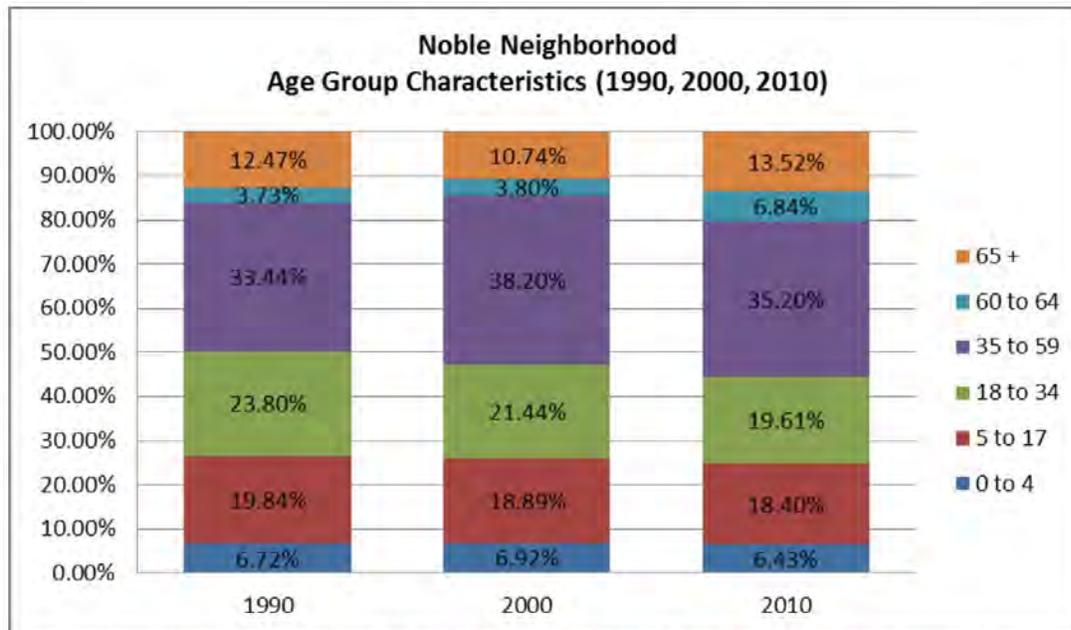


By contrast, Cleveland Heights has seen a sharp increase in its Hispanic and Asian/Pacific Islander populations (67% and 55%, respectively). Unlike Noble neighborhood, Cleveland Heights as a whole has seen a loss in its African American/Black, White, and American Indian population.

Noble Neighborhood				
	1990	2000	2010	% Change
White	7,351	5,005	3,386	-54%
Black	7,394	8,853	8,467	+15%
American Indian	21	18	21	0%
Asian/Pacific Islander	148	203	217	+47%
Hispanic	163	198	197	+21%
Cleveland Heights city				
	1990	2000	2010	% Change
White	32,534	27,100	22,986	-29%
Black	20,054	21,128	19,580	-2%
American Indian	96	87	74	-23%
Asian/Pacific Islander	1,138	1,305	1,906	+67%
Hispanic	582	791	903	+55%

Data from: NEO CANDU system, Northeast Ohio Data Collaborative (<http://neocando.case.edu/neocando/>)

Since 2000, the Noble neighborhood has seen a 5.8% increase in individuals aged 60 and older, with this group now constituting 20.4% of the neighborhood). The neighborhood has seen a population loss for its 0 – 4, 5 – 17, 18 – 34, and 35 – 59 age cohorts.



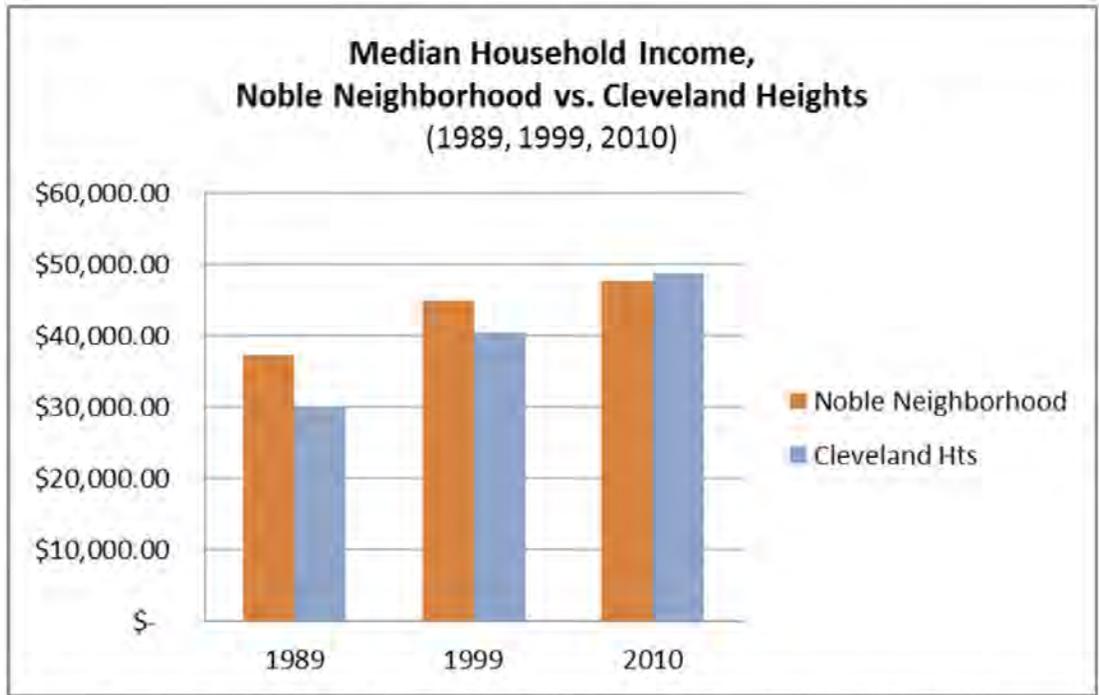
Data from: NEO CANDO system, Northeast Ohio Data Collaborative (<http://neocando.case.edu/neocando/>)

Since 1990, the neighborhood's poverty rate has increased to 16.5%, with approximately 2,190 individuals living below poverty level. Its child poverty rate has increased to 31.2% (nearly six times its 1990 rate) with approximately 973 children living below poverty level. Female-headed families with children under 18 living below poverty (more commonly referred to as single mother households) have increased from 72 households in 1990 to 182 households in 2010.

Noble Neighborhood			
	1990	2000	2010*
Poverty Rate	4.6	11.3	16.5
Persons living below poverty	693	1,563	2,190
Child Poverty Rate	5.7	17.6	31.2
Children (aged 0-17) living below poverty	230	613	973
Female-headed families with children < 18 living below poverty	72	155	182

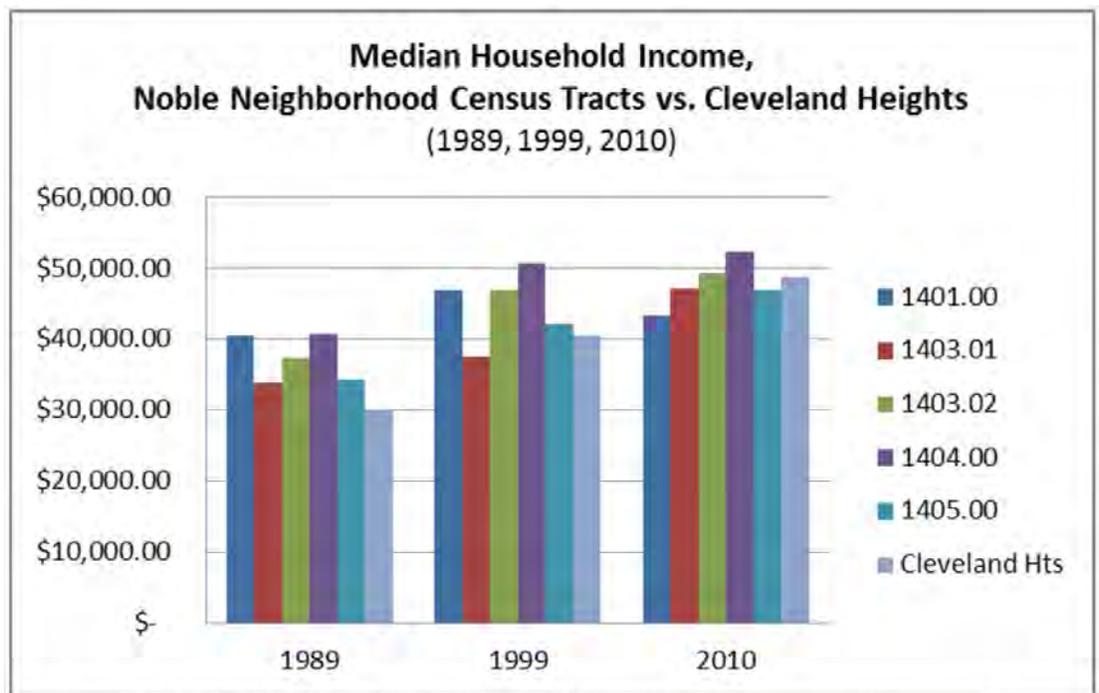
Data from: NEO CANDO system, Northeast Ohio Data Collaborative (<http://neocando.case.edu/neocando/>)

Finally, Cleveland Heights and Noble neighborhoods' median household income was also compared. Noble neighborhood, like Cleveland Heights, has seen a rise in median household income over the past 20 years. Prior to 2010, the median household income for the neighborhood surpassed that of Cleveland Heights. However, as of 2010, Cleveland Heights' median household income has risen to surpass that of the Noble neighborhood.



Data from: NEO CANDO system, Northeast Ohio Data Collaborative (<http://neocando.case.edu/neocando/>)

When examining individual census tracts within the Noble neighborhood, there is visible growth in median household income for most census tracts. Census Tract 1401.0 saw a rise in median household income between 1989 and 2000; however median household income for this census tract has since fallen. Unlike Noble neighborhood as whole, census tracts 1403.02 and 1404.0 continue to have median household incomes that surpass that of Cleveland Heights.



Data from: NEO CANDO system, Northeast Ohio Data Collaborative (<http://neocando.case.edu/neocando/>)

East Cleveland Census Tracts

In the East Cleveland portion of the Noble Corridor Study Area, there are approximately 2,793 residents identified in the 2017 American Community Survey. From 2000 to 2010 there was a marked drop of more than 1200 persons (30.5%). The population then stabilized between 2010 and 2017 with a net addition of 30 residents. Such fluctuation in population is common in neighborhoods experiencing economic distress. In terms of racial makeup, the community was comprised of approximately 129 white residents and 2,618 black residents (95%) in 2017. This is only a marginal change from 96% African-American in 2009, indicating that the racial composition has remained steady over the past two decades. (Census Bureau ACS 5-year estimates)

The population of the neighborhood skews older with approximately 52% of the population aged 35 or older and 25% of the population aged 60 or older. The aging population of the community represents a long-term drop in younger residents and a problem for the community as it moves forward. A reversal of this trend in aging population would likely occur only through the revitalization of the neighborhood as part of the overall restructuring of the Noble Road Corridor.

Cleveland Heights and East Cleveland Combined Key Trends

- The population has declined and become poorer. (NEO Cando System, Census Bureau ACS 5-year estimates) Overall, the Noble Corridor, as evidenced by demographic shifts within the Noble Neighborhood and the East Cleveland Census tracts, has seen unfortunate trends appear. Between 1990 and 2010 Cleveland Heights experienced a decrease in population (16%) and an increase in the poverty rate (from 4.6% to 16.5%). The East Cleveland tracts also experienced a population decrease and an increase in poverty rate.
- Racial diversity in the minority population has increased. (NEO Cando System, Census Bureau ACS 5-year estimates) The racial composition of the Noble Neighborhood has shifted between 1990 and 2010, becoming less white and more minority with the addition of more Asian and Hispanic residents. This trend aligns with similar trends in Cleveland Heights and nationally, although the shift to minority residents is greater in the Noble Neighborhood.
 - ◇ The largest percentage increases in minority population was for Asian/Pacific Islander residents (47%) Hispanics (25%). Both these populations were small in 1990 and remain small despite the percentage increases.
 - ◇ The largest shifts were the decrease in white residents (54%) and the increase in black residents (15%). In 1990 the white and black populations were roughly equal, whereas in 2010, the black population is more than double the white population.

- The Case Western study also identifies some indicators of stability.
 - ◇ Although the poverty rate has risen, the median household income has grown slowly and was roughly equal to Cleveland Heights as a whole in 2010 (since then it has dropped below that of the City). It should be noted that the Noble Neighborhood had significantly higher median income than the city of Cleveland Heights as a whole in 1990.
 - ◇ The age of residents in the Noble Neighborhood is relatively stable, indicating that new residents are moving into the neighborhood to replace residents who leave. However, it should be noted that this is not the case in the East Cleveland portion of the Corridor and that the population has aged to a greater degree in those census tracts.

Existing Land Use

The pattern of land use within the Study Area is influenced by the three major thoroughfares that intersect the 2.5-mile Noble Corridor: Euclid Avenue, Monticello Boulevard, and Mayfield Road. Commercial uses in the corridor are concentrated around these major intersections and near the Nela business campus. Parcels zoned for industrial uses are located where Noble Road intersects with Euclid Avenue and with Mayfield Road. The remainder of the study area is made up of residential and institutional uses, including schools and religious facilities. While detailed observations on land use within the four nodes are contained in a separate section of this Plan, observations on the pattern of land use in the broader community are outlined below.

- The commercial nodes along Noble Road are well positioned to serve the adjacent residential neighborhoods. No other significant commercial areas are located in close proximity to these nodes to the east or to the west.
- Euclid Avenue and Mayfield Road are regionally significant roadways capable of attracting significant concentrations of commercial use. Strong nodes of commercial use exist at various locations along these two arterial routes. The presence of deteriorated and blighted properties along Euclid Avenue diminishes its appeal.
- Both the Euclid Avenue and Mayfield Road frontages within the Study Area are auto-oriented by virtue of their four-lane cross sections, high traffic volumes, and absence of pedestrian amenities. The commercial nodes along Noble Road, while also lacking pedestrian amenities, have potential for pedestrian enhancement due to lower traffic volumes, the street orientation of most of the buildings, and the close connection to surrounding neighborhoods.
- The regional retail shopping destinations include Legacy Village in Lyndhurst and a Walmart Super Center on Warrensville Center Road. Severance Town Center was a regional shopping destination, but the loss of major retail anchors has diminished this property as a regional draw. These regional destinations do not represent major

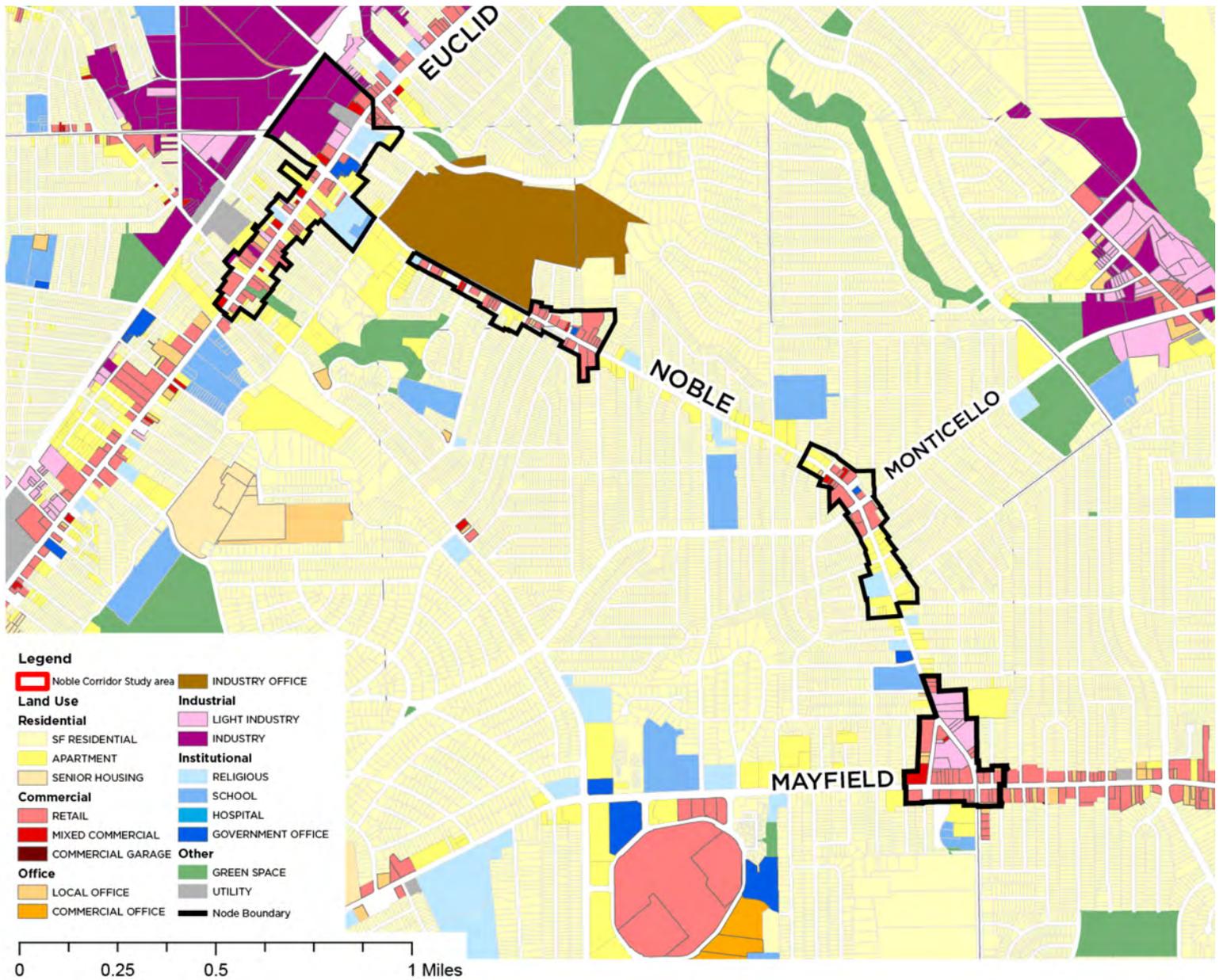
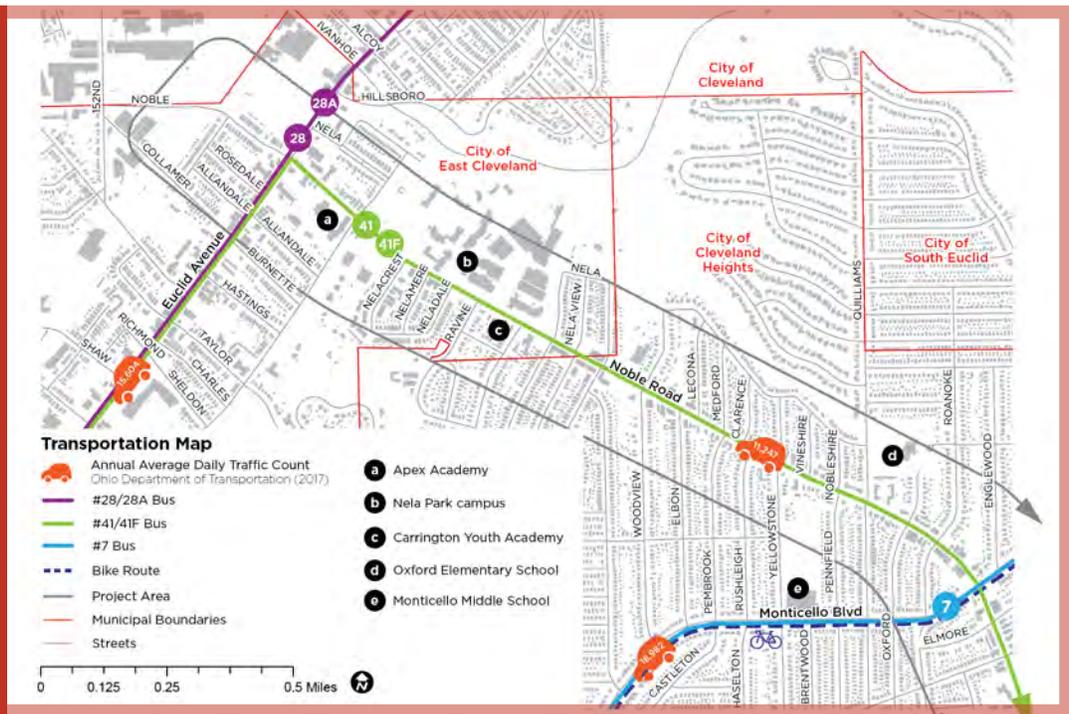


FIGURE 2.1
NOBLE CORRIDOR
STUDY AREA NODES

competition for Noble Road because it serves a different function. The Noble Corridor nodes serve a more local/neighborhood shopping function, which includes leisure-oriented uses such as eating and drinking establishments.

→ Competition for the Noble Corridor commercial nodes are other local urban business districts, such as the Cedar-Lee and Coventry districts. These nearby urban business districts offer a greater range of businesses than the Noble Road nodes and offer a more attractive, pedestrian-oriented shopping experience. These other urban business districts are close enough to the Noble Corridor to draw convenience and leisure-oriented expenditures.

Figure 2.2
Northern
Noble Corridor
Transportation Map



Source: Camiros

Transportation Network

Bus System

The Greater Cleveland Regional Transit Authority (GCRTA) operates the 41-41F Bus route along Noble Road for the entirety of the Noble Corridor study area. The Noble Road route is a well-used route, connecting riders to the Stokes-Windermere RTA rapid train and bus stations in East Cleveland. Three other GCRTA bus routes serve the study area: (1) 28-28A - Euclid Avenue, (2) 7 - Monticello Boulevard, and (3) 9 - Mayfield Road.

While the GCRTA has seen drops in ridership over the past several years, these bus routes continue to provide residents and workers of the Noble Corridor with an affordable alternative to personal vehicle use.

Bike/Pedestrian Connections

A basic system of sidewalks exists along the Noble Corridor to facilitate pedestrian mobility. However, the lack of pedestrian amenities and unappealing aesthetics of the Corridor are a disincentive to pedestrian activity. The absence of walk-to destinations/amenities also reduces pedestrian activity. Streetscape improvements such as street trees, landscaping, and benches would make the Corridor more appealing for pedestrians.

The study area contains two posted bike routes designated by the Northeast Ohio Areawide Coordinating Agency (NOACA). These run along Monticello Boulevard and Mayfield Road. While the routes are not dedicated bike lanes, they are located on larger streets that have the street-width to accommodate both cyclists and drivers. Noble Road has a moderate level of traffic (11,247 ADT), which makes it suitable for bicycle mobility and the addition of a bike lane could increase overall activity along the Corridor.

The Noble Road Corridor is also identified as a “near-term priority project” in the *Eastside Greenway Plan*, created by the Cuyahoga County Planning Commission in 2015. This reinforces the findings of this Plan that conditions within the Noble Road Corridor are suitable for a well-functioning bikeway. Two suggested cross section designs from the *Eastside Greenway Plan* are reproduced, below.



Vehicular Connections

Noble Road functions as a “collector street,” connecting adjacent residential neighborhoods to regional arterials such as Mayfield Road, and Euclid Avenue, which connect to the broader region. According to the Ohio Department of Transportation (ODOT), an average of 11,247 cars traffic Noble Road on a daily basis. Residents can reach destinations, such as University Circle and Downtown Cleveland, using city streets in 20 minutes or less. Residents can reach other regional destinations with relative ease as well, using Interstates 90 and 271. As the community works to attract investment along the Corridor, its proximity to the regional road network should be leveraged as a significant asset for the area.

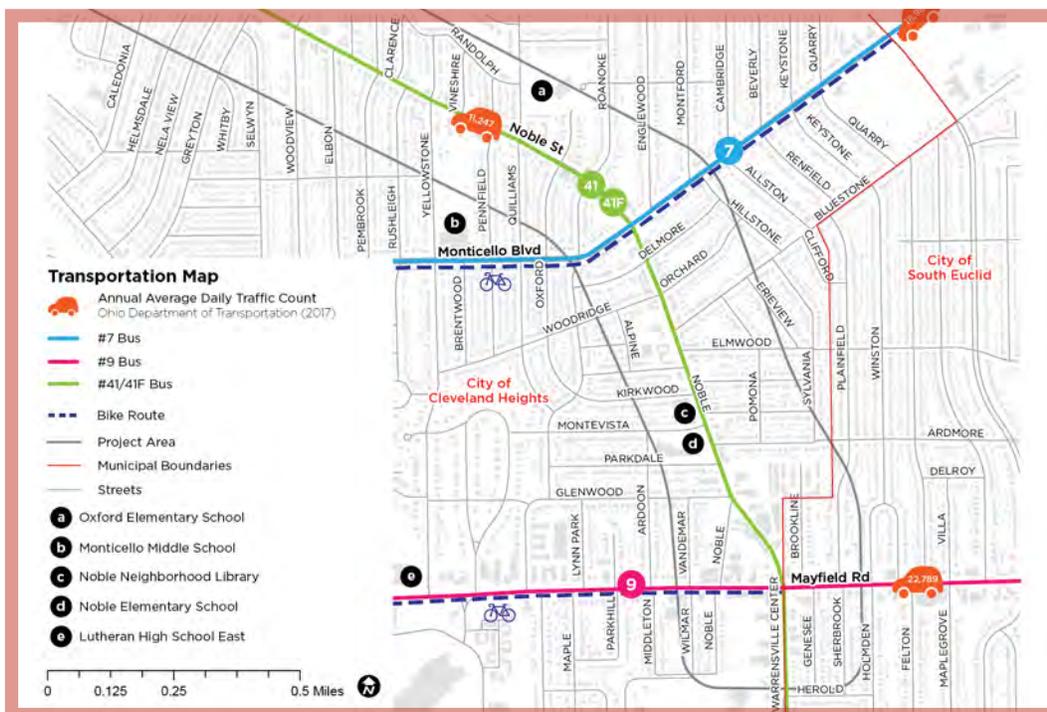


Figure 2.3
Southern
Noble Corridor
Transportation Map

Source: Camiros

Figure 2.4

*Northern Noble
Corridor Assessed
Values Map*



Source: Camiros

Assessed Values

Existing assessed property values were surveyed and analyzed to identify the areas of relative strength and weakness of properties along the corridor and within the four nodes. Areas of high assessed value often indicate real estate market strength, which usually translates into higher opportunities for attracting new market-rate investment, while areas of low assessed value often indicate likely challenges in attracting new investment. Sometimes low assessed value can be an indicator of deferred property maintenance and deterioration. However, both the City of Cleveland Heights and the City of East Cleveland have “Point of Sale” inspection processes that require building deficiencies to be corrected as part of the transfer of ownership process. The Point of Sale processes and requirements of the two cities differ, most notably in Cleveland Heights’ requirement for an escrow account to ensure the repairs are made. The Point of Sale process has helped maintain good building condition within the Corridor, although the process is not 100% effective in eliminating building deterioration. Establishing assessed values in Cuyahoga County is the responsibility of the Cuyahoga County Fiscal Officer. The following excerpt from the Cuyahoga County Website describes how assessed values are determined.

Under Ohio Law, (ORC 5713 and 5713.33) the County Fiscal Officer is responsible for the valuation of all real estate. There are two cycles performed to complete this task. One is the Sexennial Re-appraisal (every six years) and the other is a Triennial Update (every third year between Re-appraisals). 2018 will be the Reappraisal and 2021 will be a Triennial Update. A Sexennial Re-appraisal (last completed in 2012) requires all property to be personally viewed. Once viewed and the data is verified, an analysis of recent comparable sales is utilized to set market value on a parcel-by-parcel basis. A Triennial Update differs

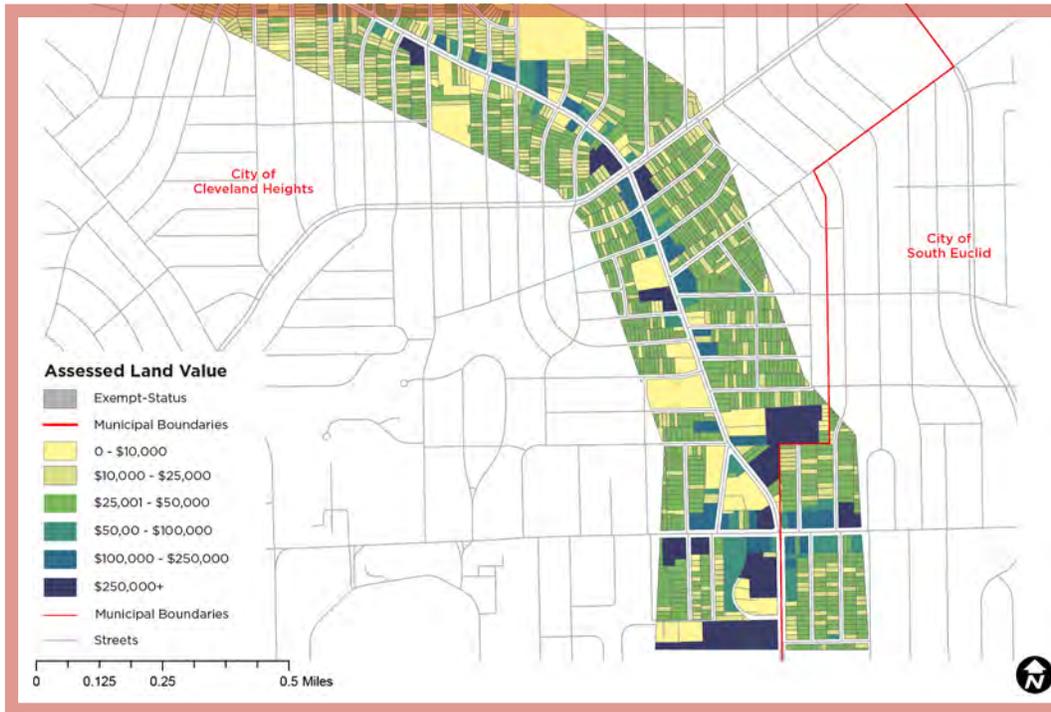


Figure 2.5
Northern Noble
Corridor Assessed
Values Map

Source: Camiros

as it relates to scope and methodology. An update does not require a physical viewing of the property. Its purpose is to 'update' the values that were set during the prior Sexennial Re-appraisal. Valid arms-length sales are analyzed to determine the ratio between the sale amount and the certified value. Once determined, this 'factor' is applied to all Residential parcels for each distinct Municipality (or market area).

'Market Value' is defined as the price your property would likely sell for in an open and competitive market between a willing buyer and willing seller, neither being under any undue pressure, both having full knowledge of all relevant facts about the property and the uses to which it may be put. 'Assessed Value' on real estate is set at 35% of market value by the State of Ohio. Assessed Value is the value of taxable property to which the tax rate is applied to compute the amount of property taxes.

Assessed Value Findings/Observations

Broad patterns in assessed value are illustrated in the assessed value maps of the East Corridor and the West Corridor. The values represented on the maps reflect assessed values by parcel, so larger properties will tend to have a higher value than smaller properties. As such, smaller single-family residential properties would tend to have lower values than larger multi-family residential and commercial properties. This is reflected on the two corridor-level assessed value maps, although there are exceptions. Exempt properties, such as public and institutional uses, are also identified on the maps.

The assessed value analysis illustrates two major findings: 1) the property along Noble Road generally has higher value than the property located on the adjacent side streets, which is due

primarily to the larger size of property and buildings along Noble Road; and 2) the value of property generally declines from south to north. Concentrations of higher value properties are located at: a) the Mayfield Road intersection; b) the Monticello Boulevard intersection; and c) and the Nela Park industrial complex. It is interesting to note that two key parcels of vacant land have much different assessed values. The vacant site at the northwest corner of Noble/Mayfield/Warrensville has much higher value than the vacant parcel a short distance to the north on the southwest corner of Noble/Glenwood. The property on Mayfield Road benefits from high levels of drive-by traffic, which creates commercial development opportunity and higher value. The property at Noble/Glenwood has less commercial development opportunity.

Concluding Assets, Opportunities & Challenges

The best way to summarize the key findings of the existing conditions analysis is to list both the **assets/opportunities and the challenges** affecting the study area, as provided below.

There are a variety of assets and opportunities to leverage as a means to promote improvement of the Corridor

Assets

The area is relatively stable.

The most important asset is the stability of the area. As discussed, there is little or no physical deterioration or blight to address within the study area. Because of this, efforts can be focused on strengthening and improving the area.

There are strong stakeholders connected to the corridor .

The reason for the stability of the area is the work of strong and effective stakeholders. These stakeholders include the City of Cleveland Heights and the City of East Cleveland, whose policies and programs have done much to stabilize the area. Both cities have “point of sale” programs that have been effective in limiting building deterioration. East Cleveland has had to cope with more difficult challenges than Cleveland Heights in addressing deterioration, but East Cleveland is poised to be an effective partner in improving the Noble Corridor. In addition to units of government, the non-profit sector has also contributed to the stability of the area. FutureHeights, a non-profit community development organization, has a key role in working across municipal boundaries to address issues common to all communities in the area. Resident groups, most notably Noble Neighbors, is very active in organizing residents to partner with local government and non-profits to address issues facing the area.

Noble Road is a collector street.

Noble Road is important to the movement of people within the broader area. Local residents use Noble Road to connect to Euclid Avenue, Monticello Boulevard, and Mayfield Road. There is also bus transit along Noble Road, providing connections to the region. Elevating the

transportation function of Noble Road as a multi-modal corridor may represent an opportunity to increase its importance to the surrounding neighborhoods.

Opportunities

There are many high quality homes available in the area

High quality homes can be purchased in the area for a modest price. This creates a strong incentive for homeowners to commit to neighborhood improvement to maximize their investment.

The community is becoming increasingly diverse

Demographic trends have shown that communities in the area will become increasingly diverse in future decades. Successful communities are those that manage this transition effectively. Both local government and residents in the area accept this trend and welcome the diversity.

There are multiple retail anchors in the community.

While many residents interviewed have expressed disappointment in the mix of businesses within the commercial nodes, there are important retail anchors to build upon. The national retailers and service providers existing in the nodes include CVS Pharmacy, Save-A-Lot, Fifth Third Bank, and Auto Zone. Even Public Storage, which is a quality self-storage facility, should be viewed as an asset. The local merchants within the nodes benefit from the business these uses generate.

There is a mix of residential and commercial uses along the corridor.

The combination of commercial and residential (multi-family) along the corridor creates a mixed-use setting. Accentuating the residential component represents an opportunity to increase activity along the corridor and expand the base of customers. Well-designed new residential development, and renovation of existing buildings, would also enhance the appearance of the corridor. Corridor improvement will require enhancement of both the commercial and residential components, so involving residential properties in the improvement process should be part of the strategy.

Challenges

There is a lack of positive brand.

Noble Road does not project a positive visual image. Its appearance is a bit “tired” and “old.” Residents and stakeholders report that the negative optics associated with Noble Road is a barrier to investment and community improvement.

There is Creeping Disinvestment in the Corridor.

Lower rates of investment in local property have existed for many years throughout the area. However, disinvestment has been more pronounced in the northern part of the corridor. While stabilization efforts have prevented blight from taking hold, there is a clear need to counteract this creeping disinvestment from north to south.

There is a need for intergovernmental cooperation.

Successful corridor improvement will require cooperation between municipalities, particularly the Cities of East Cleveland and Cleveland Heights, which represents an added complexity. The two communities share common interests in seeing corridor improvement take hold and will need to partner together to form an action agenda. Cleveland Heights has more financial capacity, due to a stronger tax base, and may need to take on more responsibility in this partnership.

There is a lack of activity in critical parts of the corridor.

One of the hallmarks of successful commercial districts is a high level of activity. These are places where people want to be and spend time in. Retail uses, including eating and drinking establishments, are key activity generators, but other uses can play an important role. Public uses, including active parks and open spaces that are programmed for various events, can also generate activity. Transit, including multi-modal systems, can bring people to the area. The Noble Corridor suffers from a lack of activity, from a lack of uses and places that attract people. Since the Noble Corridor is not exclusively a commercial district, adding non-retail activity generators could be a way to increase vitality.

Farmer's markets can be very effective special events to generate activity



Source: Google Images

There is a lack of a business district organization.

A key factor in successful urban business districts is effective organization of businesses and property owners into an entity that can promote the district. A major competitor for convenience and leisure expenditures is the Cedar Lee Business District in Cleveland Heights.



This business district benefits from the Special Improvement District created there to generate funds through a tax surcharge to enhance the area and engage in marketing/advertising. It should be noted that the City of Cleveland Heights plays an active role in the District, and may contribute funds. None of the four nodes within the Noble Corridor have created a special improvement district to enable coordinated actions to strengthen the business climate. The Cedar Lee Business District is successful and the burden of the tax surcharge to fund the District’s operations is relatively easy to bear. In the commercial nodes along Noble Corridor, where many businesses are struggling, the burden of a tax surcharge is more challenging.

Many parts of the corridor struggle with built appearance.

This topic is different from the **corridor brand** topic, discussed above. The brand can be comprised of many elements, including uses, experiences, and economics. **Corridor appearance** is purely visual. The Noble Corridor’s appearance is inferior to other urban business districts located in the broader area, such as the Cedar Lee Business District. Several factors contribute to Noble Road’s lackluster appearance. First and foremost, the absence of a special improvement district to fund street, sidewalk, and streetscape improvements/maintenance. Coordinated façade renovation is also needed. The Cedar Lee District has a plan for parking, including using Lee Road for on-street parking. Along Noble Road, the right-of-way area is not programmed to improve business activity, such as by providing on-street parking except in a few locations.



Noble Road; typical condition

Existing Conditions Summary

In summary, the Noble Corridor displays a number of strengths and assets along with its challenges. The relative stability of the area provides a foundation upon which significant improvement can take place. The keys to improving the Noble Road Corridor are: 1) defining the right strategy; and 2) gaining a full consensus and commitment on the part of all stakeholders to implement this strategy. The consensus must include the City of East Cleveland and the City of Cleveland Heights, along with neighborhood groups such as Noble Neighbors. Acting together, these stakeholders can achieve a level of improvement in the Noble Corridor needed to bolster the adjacent residential neighborhoods.

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4 . Corridor Vision

Introduction

The Plan’s vision for an improved Noble Road Corridor is borne out of the issues facing the corridor, which were made clear in key person interviews conducted with local residents, community leaders and stakeholder representatives. These issues were also clearly seen in the surveys that FutureHeights has conducted to gauge the opinions of the neighborhood. The issues identified included:

- Diminishing number and quality of retail businesses along the corridor.
- The poor aesthetic quality of the corridor, which people described as “tired,” poorly maintained, outdated, and disinvested.
- Stagnant or declining property values.
- Perceptions of public safety.

The decline of the commercial/retail component of the corridor can be attributed, in part, to a weakening market. In past decades, people were more inclined to shop locally, which meant that local residents would do more of their shopping on Noble Road. Noble Road is positioned such that virtually all of its market area is the local neighborhoods on either side. As more local residents did more shopping outside the corridor, the mix of retail uses weakened, making the corridor less and less attractive to local shoppers. The loss of business also made it more difficult for property owners to maintain their buildings and keep them attractive. Thus, the decline of the corridor has a clear economic/financial component.

For better or worse, Noble Road sets an image and identity for the Noble Neighborhood in Cleveland Heights and its counterpart neighborhood in East Cleveland. The decline of the Noble Road Corridor in terms of appearance and business quality has negatively affected perceptions of adjacent residential neighborhoods. The way to reverse these negative trends is to “reinvent” the corridor, to give it a new role and function. Noble Road cannot compete with, or become, another Cedar Road or Coventry business district. The commercial nodes along the Noble Road Corridor were never these kinds of quaint, urban business districts. While these urban business districts do compete with Noble Road for retail expenditures, reinventing Noble Road must strike a new, authentic course that leverages the **unique assets and characteristics of the corridor**. These include:

- Geography that places Noble Road in the middle of a large residential area, allowing it to be a focal point for the neighborhood.
- A long, linear corridor comprised of one street, rather than a district comprised of multiple streets. To be successful, Noble Road must be structured to promote mobility/movement back and forth along the corridor.
- A true mix of uses, including a large number of apartment buildings together with retail nodes, schools, churches and other public/semi-public uses, giving the corridor a “civic” function.

- A transportation function that connects local residents to destinations within and outside the corridor. Local residents need to use Noble Road to get where they are going.
- A transportation system devoted to car traffic, but which includes bus transit as well as walking and biking.
- The corridor is “bookended” on either side by major arterial highways, Euclid Avenue on the north and Mayfield Road on the south. The strength of these regional arterials could be leverage to drive activity into the interior of the corridor.

New Role and Function of the Corridor

The new role and function of the Noble Road Corridor should be one oriented toward the future, not the past. Increasingly, people are looking for complete communities that offer all components of a satisfying community life. Rather than a house in a quiet street in a secluded neighborhood, many people want to be part of a full community with access to transportation, community services, stores/shops, schools, unique uses, and be part of a neighborhood network. The new role and function of Noble Road is to be the center of this kind of neighborhood. Noble Road would not just be a way to get where you are going, but a place that is the focal point for this kind of neighborhood, where people spend part of their leisure time **living on the street**. This would take the form of people who:

- Walk and ride bikes on Noble Road
- Live in apartments on Noble Road
- Work in businesses and shops, with some making artisan products
- Attend the farmer’s market on Noble Road
- Enjoy the appearance/aesthetics of Noble Road
- Meet friends for dinner at local restaurants
- Catch the bus on Noble Road
- Garden in community gardens on Noble Road
- Shop in stores on Noble Road
- Enjoy parks on Noble Road
- Walk to school on Noble Road

In order to fulfill this kind of role and function, Noble Road must become a **people place**, not a place primarily for cars. It must be a place that facilitates a wide range of activities. It must not only facilitate multiple types of mobility, it must be a place that **promotes/inspires** people to walk or ride a bike, or catch the bus. It should not only feel safe, but be a place where people look forward to meeting their friends and neighbors. It must be a place that offers a **full range of activities** for people of all ages, and promote synergy between these uses/activities. Noble Road must be a **place that is managed** to ensure that the diversity of experiences that are central to its role and function are achieved. The short description of this role and function, for the purposes of this Report is: a **mixed-use, multi-modal corridor**.

Why would people choose the new Noble Road Corridor?

In considering the suitability of the new role and function for the Noble Road Corridor, we should ask why people would choose the Noble Neighborhood as a place to live, work and play. The reasons would/should include:

- It offers a lifestyle that meets the needs of modern families
- Almost everything residents need is nearby and easily accessible
- Noble Road is attractive and has nice shops and restaurants
- The neighborhood has a special “feel” that makes people feel they belong
- The area is clearly improving and will be even better in the future
- There is a high-quality housing stock, in a range of types, that offer strong value
- Property values are poised for appreciation

The vision articulated above for a new role and function for Noble Road would truly “reinvent” the corridor. The corridor would be transformed into a place that is very attractive and appealing, one that offers a full range of activities/uses, and is central to the rewarding lifestyle of Noble Neighborhood. This is an authentic vision built for success.

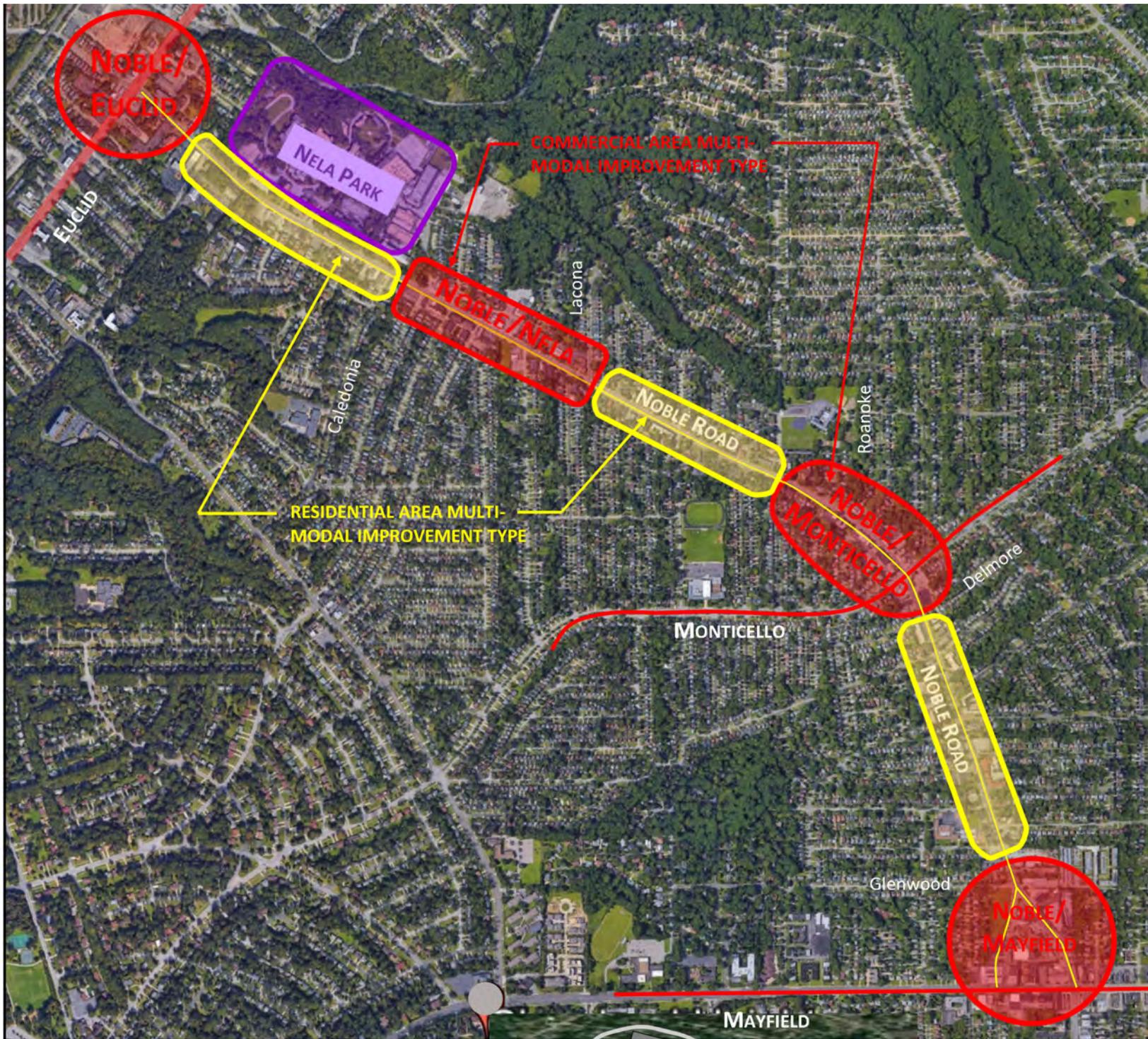


FIGURE 4.1
MULTI-MODAL
IMPROVEMENT
TYPOLGY

- Commercial Improvement
- Residential Improvement



0 0.25 0.5 1 Mile

A Multi-Modal Transportation System

Central to making Noble Road the kind of people place described above, is restructuring the right-of-way area into a multi-modal facility, one that supports walking, biking, bus transit and cars. Making Noble Road a fun place to move about is integral to its role and function. People will walk and bike along the corridor, rather than always using cars, if the experience is more satisfying. Restructuring the infrastructure within the right-of-way is the major cost component associated with the core concept. While a study will be needed to determine the specific design of the new multi-modal transportation facility, it is clear, that “one size will not fit all,” and that there will need to be a number of cross-section designs to meet the needs of different parts of the corridor. To communicate the basic components of the multi-modal approach, three examples of potential cross-section designs are presented on the following pages

The proposal to create a multi-modal corridor is not primarily about improving transportation, but rather, improving the lifestyle for people living in the neighborhood.

By making it easier (and more enjoyable) to traverse the corridor, the various assets located within the corridor (libraries, schools, shops/restaurants, churches) will become more valuable to residents because they are more accessible. The multi-modal proposal would reallocate space along the street to create two automobile lanes and use the remaining space for bike lanes, improved sidewalks, landscaping/beautification and bus shelters. Effective signage and a wayfinding system is part of the improvement to help residents and visitors easily find the businesses and public facilities they are looking for. The new look and function of Noble Road will make the corridor more current with today’s values for neighborhood living, and will attract new residents to the area, which will in turn attract new businesses.

Street Redesign Concept

- A continuous multi-modal corridor is proposed: Mayfield to Euclid
- Separate improvement designs are proposed for the residential and commercial portions of the corridor.
- Noble Road will be put on a “road diet” allocating only two lanes for cars.
- Part of the space made available by reducing cars to two lanes will be put into streetscaping and increased greening/beautification.
- Highly visible and protected bike lanes will be added to make biking a viable and healthy option for getting around the neighborhood.
- Enhanced lighting and safety are essential elements.



FIGURE 4.2
*Rendering of
Multi-Modal
Improvement*

Commercial Area Concept

The design of the multi-modal facility in the commercial nodes should be designed to promote access via multiple modes as well as shopping/retail activity. The cross-section design should include:

- Expanded sidewalk/streetscape area, since some existing sidewalk widths are very narrow
- On-street parking on one side of the street, wherever possible
- Dedicated bike lanes, colorfully marked and separated with bollards
- One lane of car traffic in each direction

This basic design, including an overview, cross-section, and 3D rendering of the design for the commercial nodes is shown in the attached illustrations.

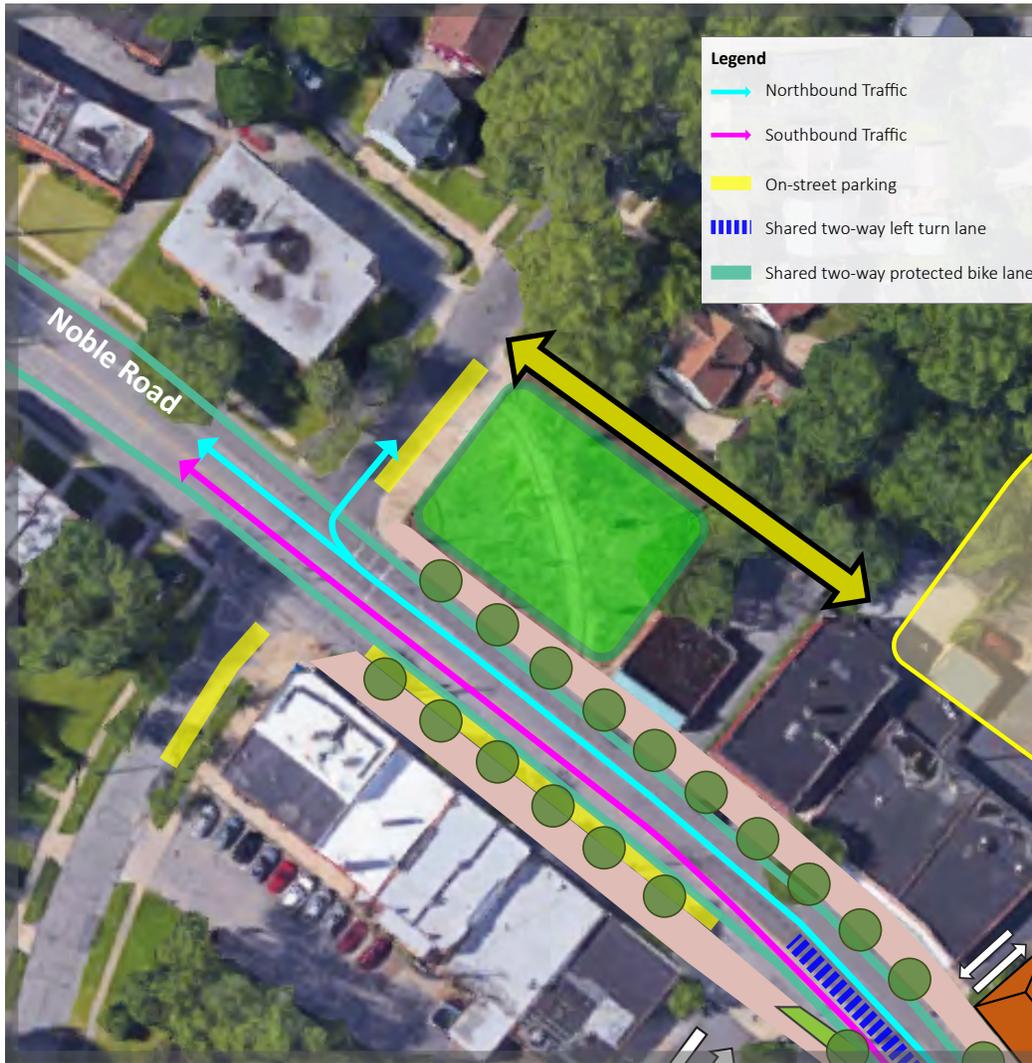


Figure 4.3
Overview of Multi-Modal Improvement

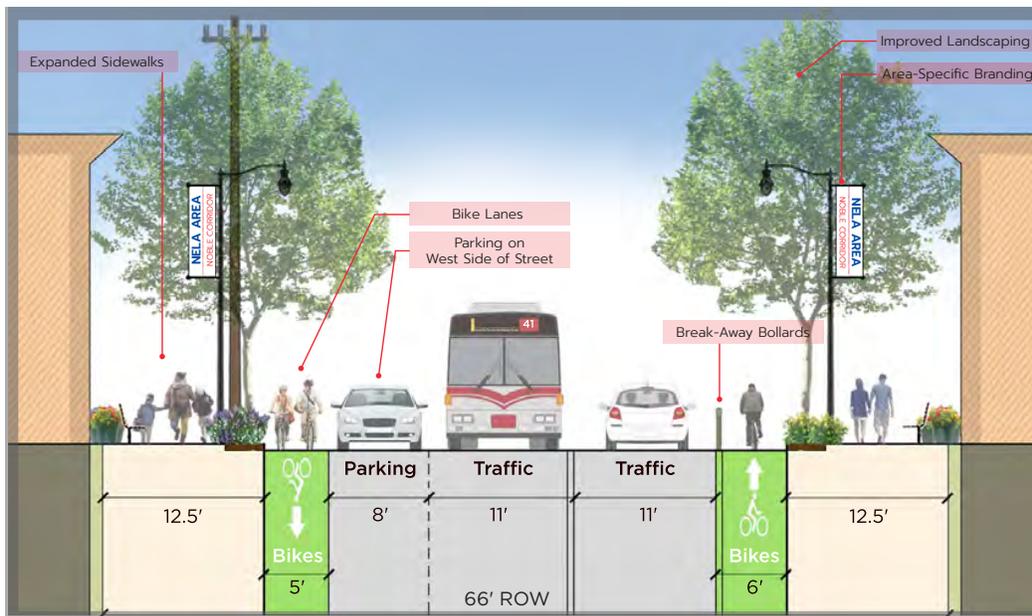


Figure 4.4
Cross-section of Multi-Modal Improvement

Source:



FIGURE 4.6
*Rendering of
Multi-Modal
Improvement*

Residential Area Concept

Much of the Noble Road Corridor is in residential or public/semi-public use. The design of the multi-modal facility must be different here than in the commercial nodes in order to respond different programming needs and to improve the aesthetics of these areas. The cross-section design of the multi-modal facility should include the following features:

- Expanded green parkways with lush plantings
- New, expanded sidewalks of high-quality paving
- Two car lanes with one going in each direction
- No on-street parking in residential areas
- Dedicated bike lanes in each direction, with colorful markings and separated with bollards
- Improved intersections with clearly marked pedestrian crosswalks

This basic design, including an overview, cross-section, and 3D rendering of the design for the residential nodes is shown in the attached illustrations.

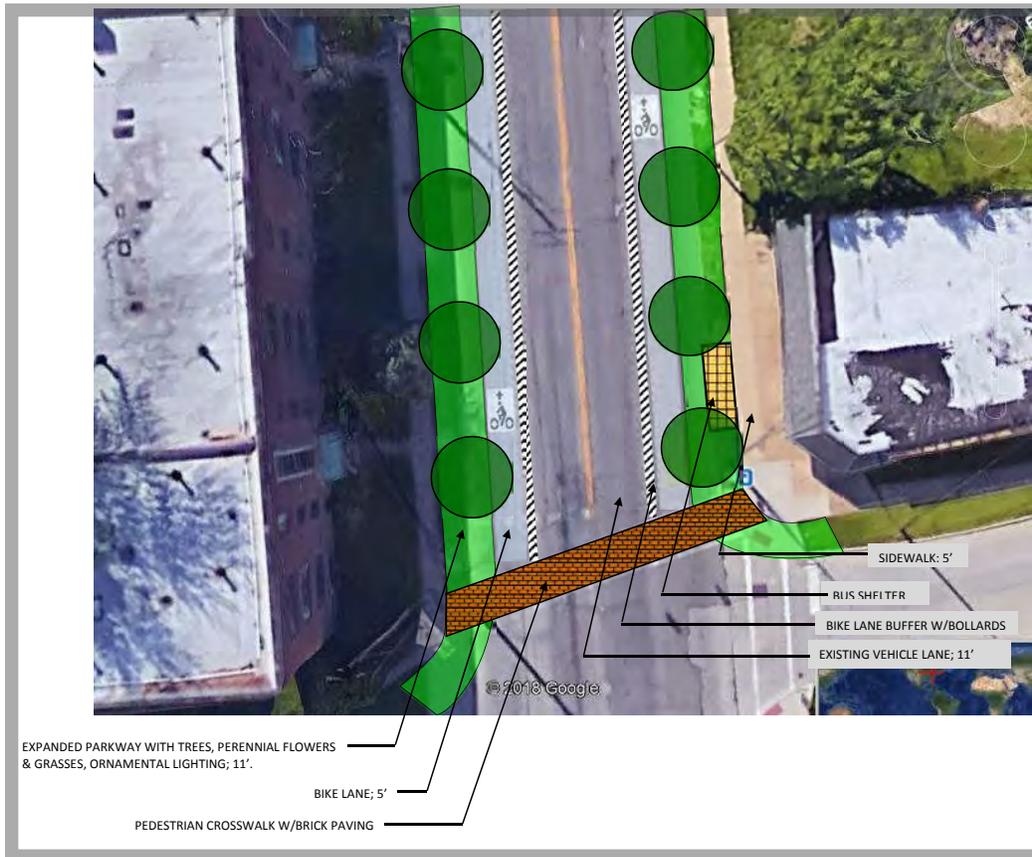


Figure 4.7
Overview of Multi-Modal Improvement

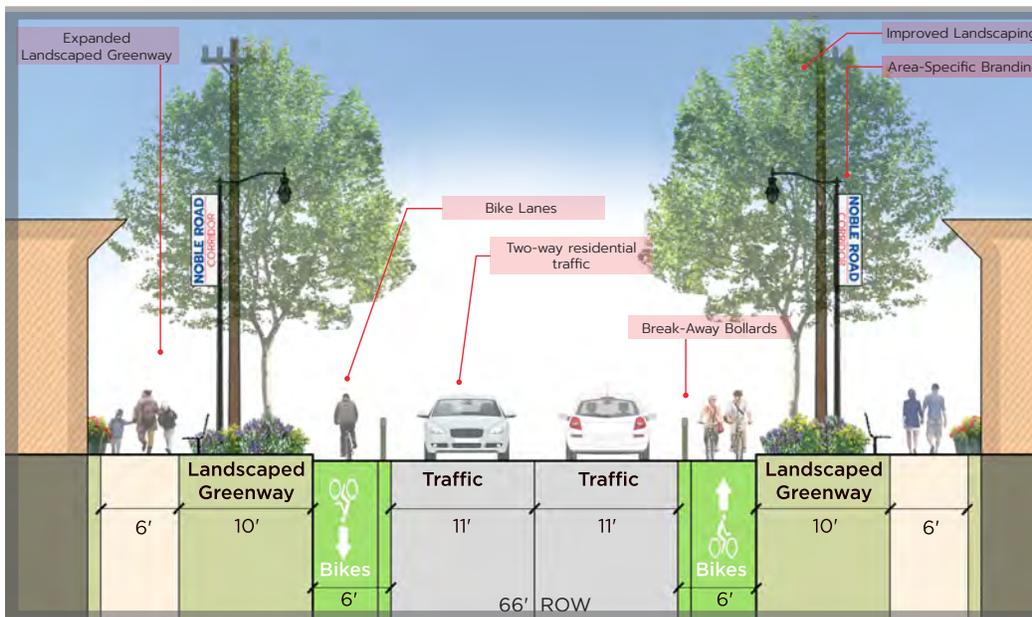


Figure 4.8
Cross-section of Multi-Modal Improvement



FIGURE 4.9
*Rendering of
 Multi-Modal
 Improvement*

Center Turn-Lane Variant

It is likely that some portions of the Noble Road Corridor will require a center turn lane for cars in order to keep traffic moving. This would be in addition to the major intersection areas, like Monticello Road, that are signalized and already have turn lanes. In these areas, the cross-section design would be adjusted as follows:

- The sidewalk/streetscape area would be slightly reduced
- A third 11-foot wide car lane would be added
- On-street parking would be removed
- The continuous dedicated bike lane would be maintained

This basic design, including an overview, cross-section, and photo example of the design for the center turn-lane variant nodes is shown in the attached illustrations.

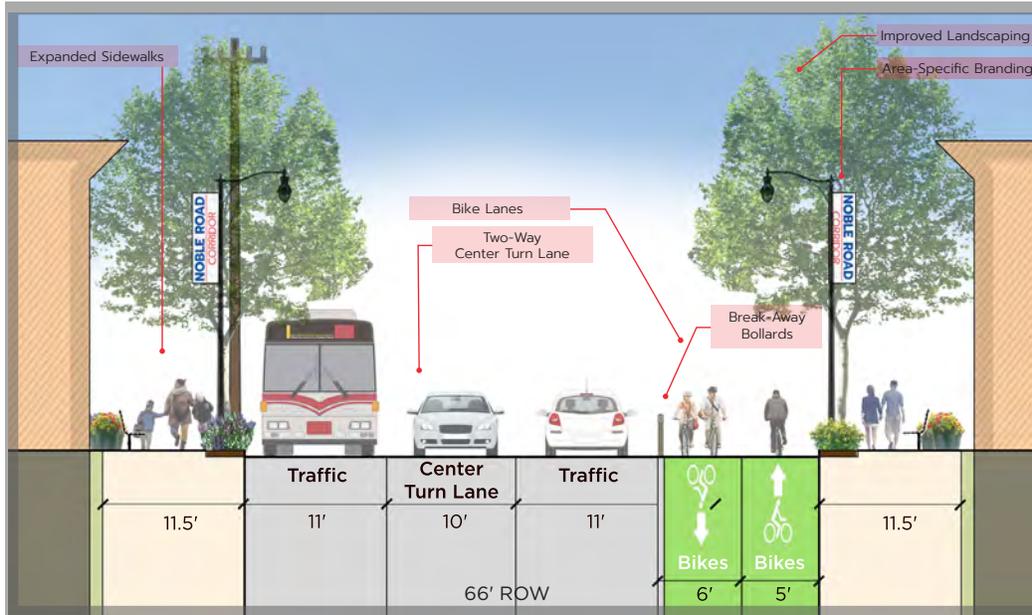


Figure 4.10
Cross-section of Multi-Modal Improvement



Example of a Middle Turn Lane in the Midwest

Source: Google Images



FIGURE 4.12,
*Noble/Euclid Node in
 context of the
 Study Area*

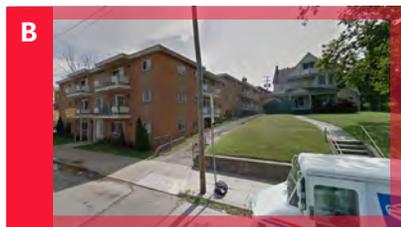
- 1** → Noble/Euclid **3** → Noble/Monticello
- 2** → Noble/Nela **4** → Noble/Mayfield

— Municipal Boundary
 — Node Boundary



0 0.25 0.5 1 Mile

Images showing existing conditions in Node 1: Noble/Euclid



5. Commercial Node Strategies

Introduction

Due to the varied conditions, opportunities and challenges within each of the four commercial nodes, different strategies will need to be formulated for each of the nodes. These strategies are summarized in this chapter over four sections: 1) Noble/Euclid Node; 2) Noble/Nela Node; 3) Noble/Monticello Node; 4) Noble/Mayfield Node.

Noble/Euclid Node

The Noble/Euclid Node is comprised of a total of 147 buildings on 196 parcels over 41 acres of land. As one of two gateways, this area will be driving activity into the Noble Corridor. This node contains a variety of land uses, including Industrial, multi-family residential, single-family residential, mixed-use (commercial/multi-family) and commercial land uses. Commercial use, while dominating the Euclid Avenue frontage, represents 28% of the node's land area. Residential uses, including single-family and multi-family, account for 27% of the node's total land area. The larger multi-family properties alone occupy 14.4 acres and 18% of the node's area. Industrial uses, including vacant industrial land, is a major land use in the node and occupies approximately 25 % of the node's land area.

The potential exists to attract new uses that draw upon Euclid Avenue's traffic volume and regional significance. However, the current blight and distress that exists within the node is a major disincentive for new investment. The short-term focus should be on stabilization, property maintenance and right-of-way upgrades. Once progress has been made on stabilizing the area and removing blighting influences, the recruitment of new businesses and investment can begin. Given the financial challenges and staff limitations facing the City of East Cleveland, the assistance of a nonprofit community development corporation with strong expertise in real estate could be a viable option for stabilizing the area. Once stabilization has been achieved, consideration should be given to establishing a Tax-Increment Financing (TIF) district to fund infrastructure/aesthetic upgrades along Euclid Avenue, and allow development incentives to be offered to new projects on a selective basis.

Noble/Euclid Investment Strategies

Given the long-term disinvestment that has taken place, and accompanying poor market conditions, a purely market oriented improvement agenda will not work. A combination of public investment in right-of-way improvements along Euclid Avenue would help to show investors in real estate that local government is committed to the future viability of the area, giving the investors some confidence that conditions in the area will improve. After the visible public investment in the Euclid Avenue right-of-way is achieved, some private-sector investment in real estate should be possible. Some underwriting of initial investment may be needed. The involvement of a nonprofit community development corporation (CDC) would be very useful to intervene on distressed properties and return them to productive use. The

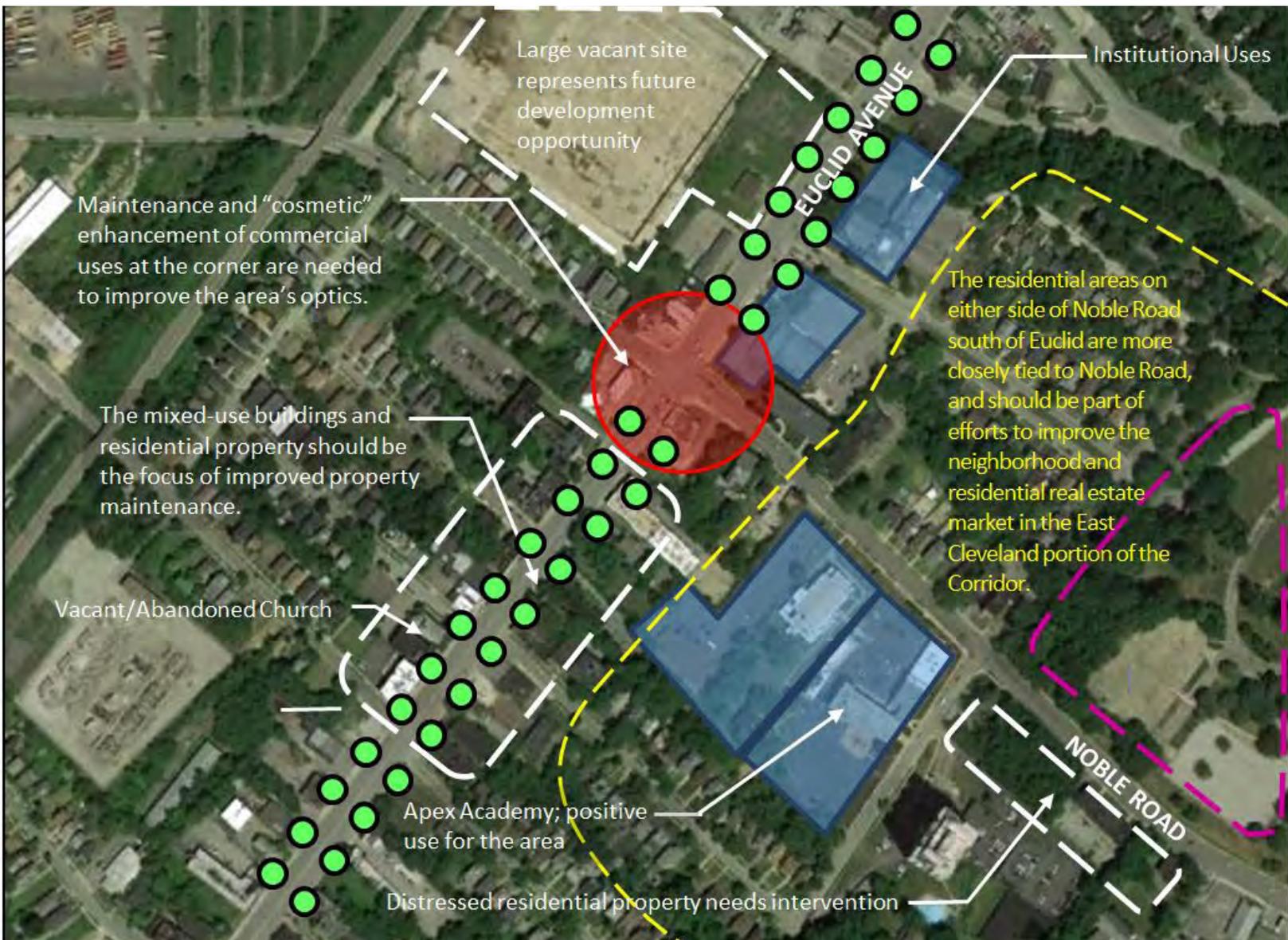
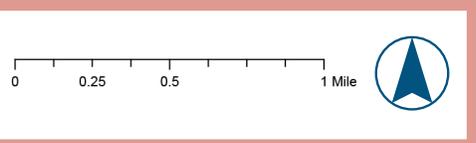


FIGURE 4.13
*Noble/Euclid
 Improvement
 Strategy*



work of the CDC would include: a) securing grants; b) taking title to vacant and abandoned property; and c) working with property owners to make smart investments in maintenance and improvements that will improve the properties' financial performance. The development of new affordable housing could be a viable development type for this area, although most of the current housing is affordable and it may be difficult to secure the needed tax credits for additional development. Figure 4.13, above, illustrates these and other improvement strategies for the Noble/Euclid Node, followed by additional discussion of key strategies.

Enlist a CDC to Assist in Property Stabilization

Intervention in distressed real estate is best done by a local community development corporation (CDC), one with particular real estate expertise in acquiring and turning around

deteriorated property. The role of the CDC would include:

- Buy and sell distressed property;
- Manage construction and renovation;
- Prepare a financial feasibility study and get funding for a demonstration project;
- Undertake a demonstration project showing how to make distressed mixed-use buildings generate positive cash flow;
- Lease up apartments in newly renovated buildings with good tenants;
- Obtain a commitment from the public housing authority for directing quality tenants to the buildings
- Lease up the ground floor space to business tenants

Improve the Euclid Right-Of-Way

The purpose of infrastructure upgrades is to **correct the visual cues** that the corridor is **neglected and deterioration is progressing**. While the optics of Euclid Avenue are negative, **the condition of the street infrastructure is relatively good**. The sidewalks, curbs, gutters and the street surface are in generally good condition. Two improvements would do much to create positive optics for the street: a) ornamental street lighting; and b) street trees. Street lighting is quite poor, existing only on one side of the street. Poor lighting is especially negative for distressed neighborhoods because it reinforces existing stereotypes of crime. Decorative street lighting is needed. The second improvement, street trees, would soften the urban optics of Euclid Avenue and mask some of the building deterioration. It would also send a signal that the community cares about this commercial district, which will help draw private-sector investment.

Improve property maintenance

Part of the improvement of the Euclid Avenue area will take the form of improved property maintenance. Currently, the optics of the area suggest an absence of concern about conditions, including how properties are maintained. The photos below illustrate some of the conditions that could be addressed through the application of good property maintenance standards. While enforcing property maintenance standards fall to the City of East Cleveland, a local CDC could assist in identifying conditions that need attention. Improved property maintenance is another initiative to stabilize the area to help make it more attractive for real estate investment.



Figure 4.14
*Potential Improved
Euclid right-of-way
Strategy*

Source: Camiros



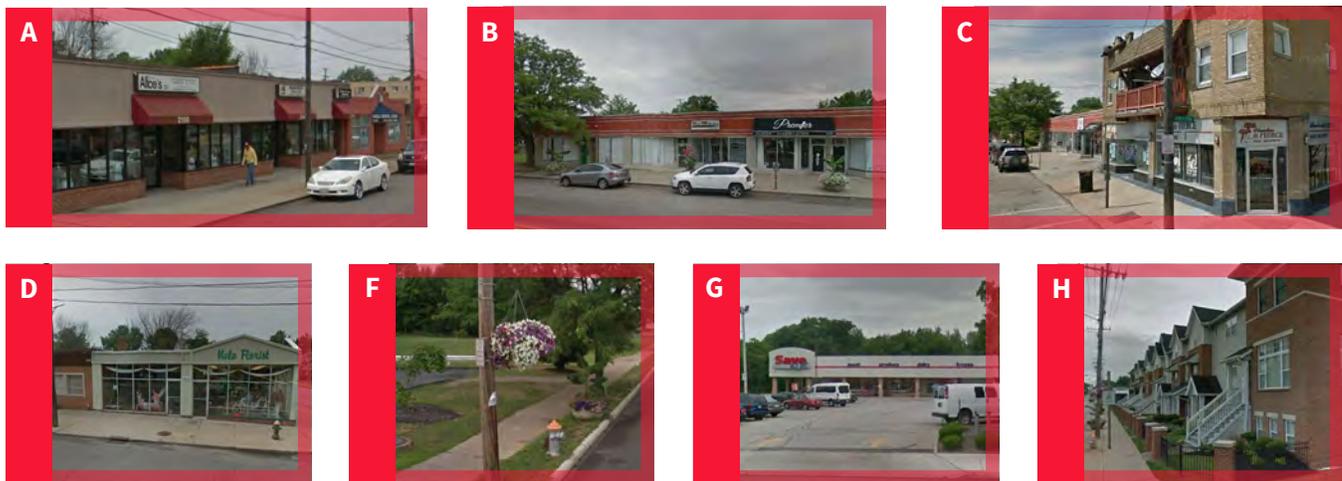
FIGURE 4.15
Noble/Nela Node in Context of the Study Area

1 → Noble/Euclid 3 → Noble/Monticello
 2 → Noble/Nela 4 → Noble/Mayfield

— Municipal Boundary
 — Node Boundary

0 0.25 0.5 1 Mile

Images showing existing conditions in Node 2: Noble/Nela



Noble/Nela Node

This node developed around its historical relationship with Nela Park and the Nela workers who lived in the area. Most of the node is located in East Cleveland, as is Nela Park itself. The presence of Nela Park limits the connection to neighborhoods to the east, but this Node could play an important role in serving neighborhoods to the west in East Cleveland, which lacks quality neighborhood shopping venues. Stabilizing and revitalizing the residential property in these neighborhoods will be key to the future success of this Node. This Node can capture some of the drive-by business generated by traffic on Noble Road. It could also play a role in providing services to Nela Park, and a dialogue with Nela Park should be pursued to identify mutually beneficial initiatives.

The Nela Node is quite linear, with no major intersections. Buildings within the Node generally form a consistent street wall, giving the area an intimate, “Main Street” type of character (photos A, B, C, D). The scale and orientation of the buildings makes portions of this Node quite pedestrian-friendly. The beautification of this Node through flower plantings is noticeable and helps brighten its appearance (photo E). The presence of utility poles/lines is a negative visual element that is present throughout the corridor. Given the absence of a major corridor to define the Node, the businesses along Noble Road appear to have evolved based on the presence of Nela Park.

The Node contains a mix of land uses. Commercial use comprises most of the land area in the Node, but significant areas of residential and institutional use are also present. Prominent businesses include the Save-A-Lot food store (photo F), Nela Florist, Island Style restaurant and Premier Lounge. Institutional uses include the Carrington Youth Academy, a special educational facility, and two churches, the Gospel of Christ Baptist Chapel and the Central Bible Baptist Church. Residential uses include the City-sponsored townhouse redevelopment located between Nela View Road and Greyton Road (photo G).

Nela Node Improvement Strategies

The Nela Node has no major intersection to anchor the business district. Historically, business from Nela Park has helped sustain the area’s businesses. Today, there is little to no business activity from Nela Park coming to the Nela Node.

The presence of Nela Park blocks residents from the east from easily accessing the local businesses, thus the weakest portion of the Nela Node is the area directly across from Nela Park. The portion of the Nela Node located south of Nela Park is stronger and can be sustained as a neighborhood business area. The improvement of Noble Road as a multi-modal corridor will help businesses throughout the node, and provide some infill development opportunities. However, the improvement of the area across from Nela Park depends on linking the uses in this area to Nela Park. Specific improvement strategies are illustrated in Figure 4.16 and discussed below.

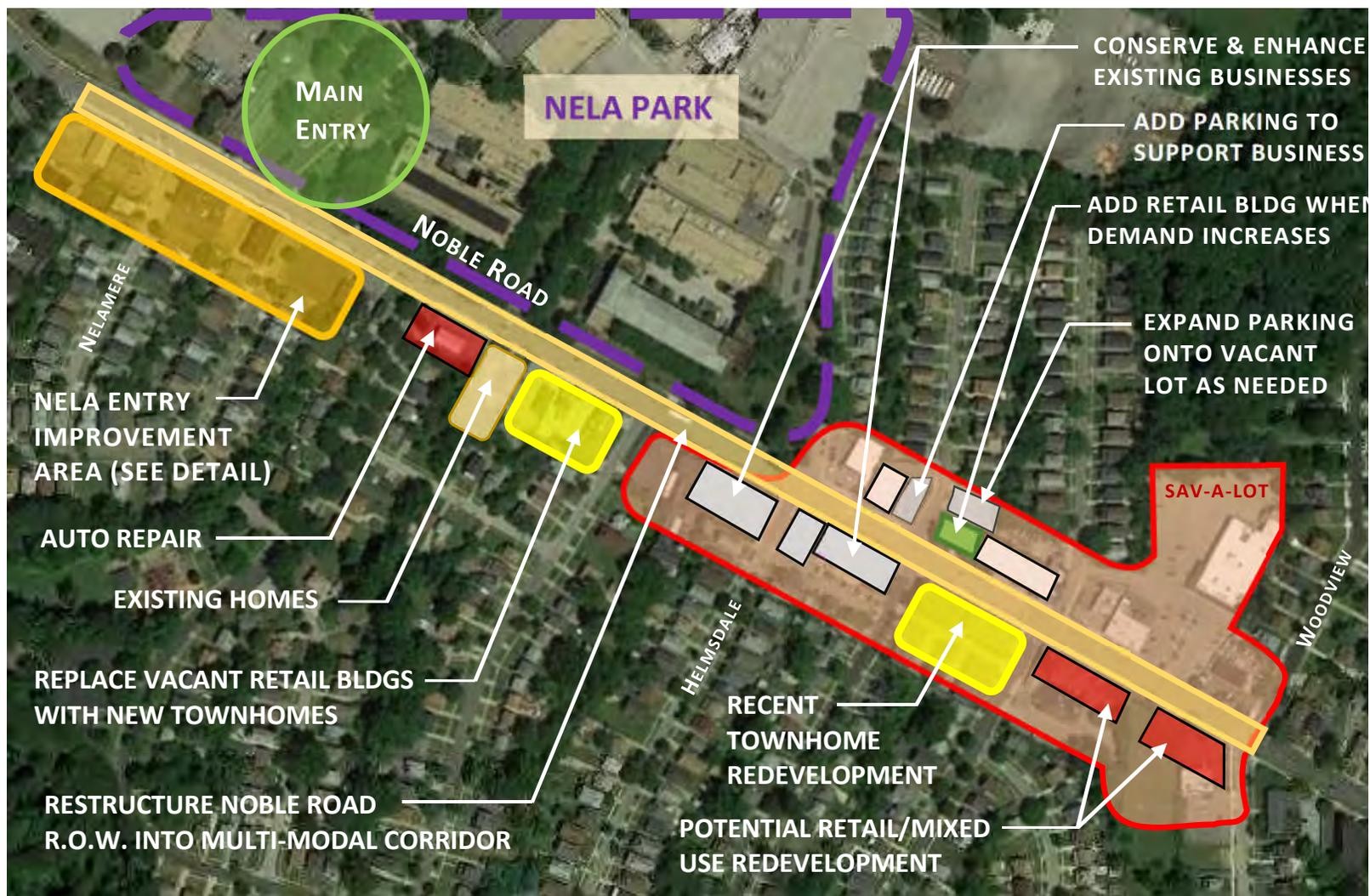


FIGURE 4.16
Nela Improvement Strategy

0 0.25 0.5 1 Mile



Promote building rehab and infill development.

Some opportunities exist for infill development and building rehabilitation, particularly after the Noble Road infrastructure improvements have been made. These opportunities will likely be residential and mixed-use developments as the corridor improvements enhance the corridor as a residential environment. Some strengthening of the commercial market may also occur, which can be accommodated in the rehabilitation of underutilized buildings. In the longer term, the residential area surrounding Nela Park can be improved such that some employees of Nela Park can be attracted to new or rehabbed rental units. Regarding retail activity, the property across from the Save-A-Lot store, which is a key retail anchor, is the best opportunity for new infill development.

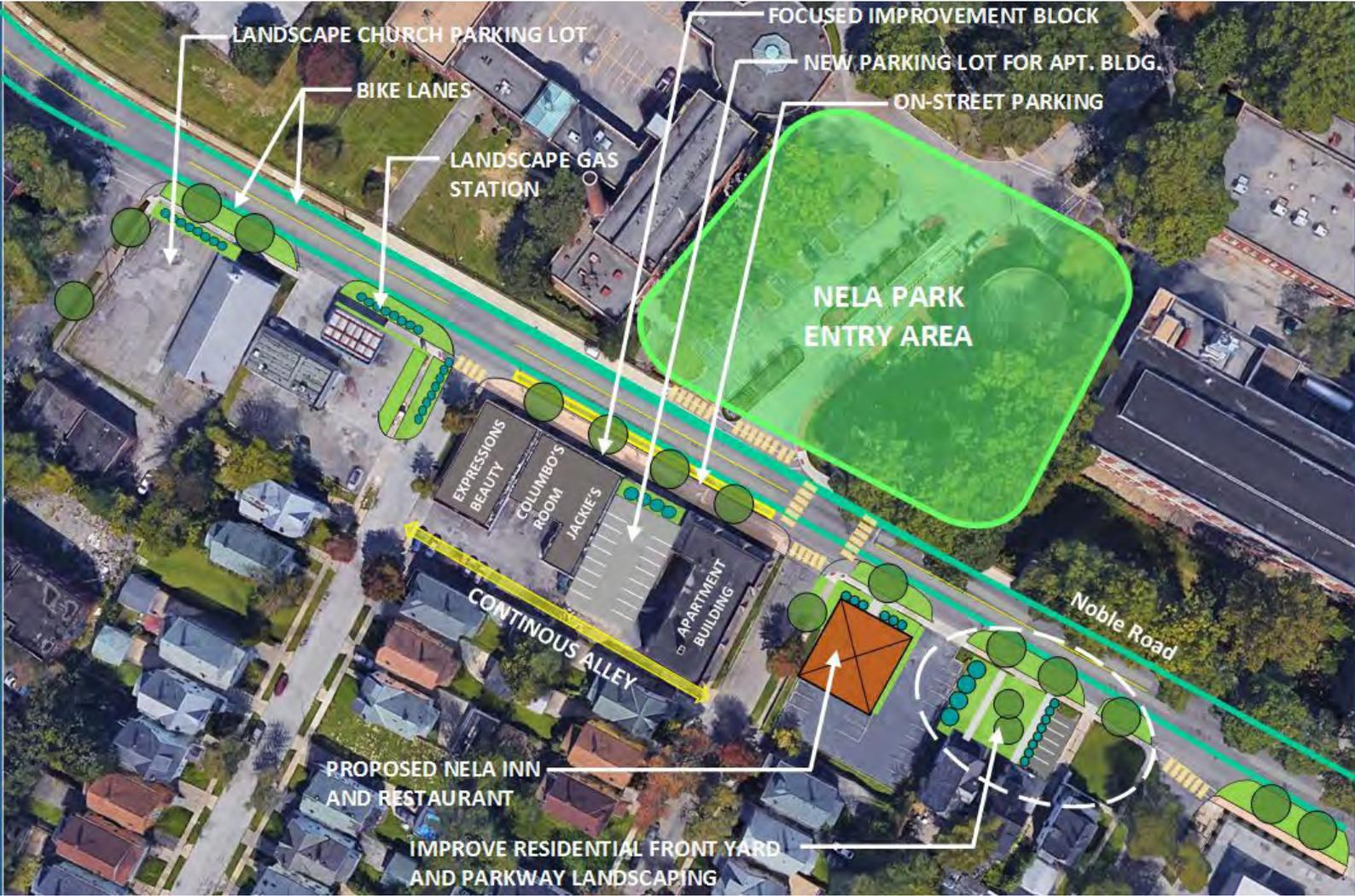


FIGURE 4.17
Nela Entry Area Strategies

Promote coordination with Nela Park

Achieving some level of coordination/cooperation with Nela Park is necessary to improve the portion of the Nela Node located directly across from Nela Park. In discussion with representatives from Nela Park, little interest was expressed in such coordination. It is understood that General Electric, which owns Nela Park, has been engaged in efforts to sell the lighting division. Attempts to discuss involving Nela Park’s participation in future improvement efforts have not advanced, with the reason given that the lighting division will be sold and new ownership will be in place. Hopefully, new ownership at Nela Park will usher in a new era where a sense of shared interest exists between community stakeholders and the ownership of Nela Park, and cooperative initiatives can be pursued. This cooperation could include the maintenance of the modest Noble Road right-of-way improvements located across from the Nela Park entry, as discussed in this Section, by the owners of Nela Park as part of their facility entrance. Ideas for improvement of the area across from Nela Park are illustrated in Figure 4.17, and discussed on the next page:

Inn and Restaurant

A small inn and restaurant might be feasible to accommodate visitors to Nela Park. There are examples in other cities where large companies have booked rooms for visitors at small, nearby hotels to support local businesses.

Improvement Focus

The block directly across from the Nela Park entrance should be the focus of building and right-of-way improvement, potentially in advance of the restructuring of Noble Road in this part of the corridor. Specific improvements would include:

- Development of a parking lot on vacant land to serve the adjacent apartment building and the retail businesses.
- Streetscape improvements in front of existing buildings.
- Construction of a continuous alley behind these properties.
- Façade and signage improvements for the retail properties.



Source: Google Street View

Landscape enhancements

Landscape enhancement of the gas station and church to the north of the Nela Park entrance by improving/planting the parkway and installing screening shrubs adjacent to the sidewalk to soften the extensive paved areas.

Parking Policy

Improve the front yards of residential rental properties south of the Nela Park entrance by enforcing (adopting) parking restrictions to eliminate existing parking spaces located in front of these buildings.

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FIGURE 4.18
Noble/Monticello Node
in Context of the
Study Area

1 → Noble/Euclid
2 → Noble/Nela

3 → Noble/Monticello
4 → Noble/Mayfield

— Municipal Boundary
 — Node Boundary



0 0.25 0.5 1 Mile

Images showing existing conditions in Node 3: Noble/Monticello



Noble/Monticello Node

This node is well positioned to serve surrounding neighborhoods. However, there is an inconsistency between the physical setting of the node and the type of pedestrian-oriented setting conducive to drawing convenience/leisure shoppers from the neighborhood. The node is too auto-oriented. All four of the key corners are auto-oriented. Improvements are needed to make it pedestrian-oriented. The infrastructure improvements proposed for the Noble Road multi-modal facility would accomplish this. Once these improvements are made, new development and improvements to existing buildings are possible. New development at one or two of the corners of Noble and Monticello should be pursued. Project-based TIF districts may provide the public financing to fill any economic gap associated with such development.

Existing businesses include a combination of national retailers (CVS Pharmacy) and local stores and service establishments (photos A, B & C). The street wall of the buildings within the retail core is intact, creating a pedestrian-scale setting in most of the Node. From a pedestrian perspective, the weakest portion of the node is the Noble/Monticello intersection area, which is defined by two gas stations, a parking lot for CVS and a parking lot for the beauty supply business. If this node is to be successful as a neighborhood shopping area, some redevelopment/improvement of the intersection area is needed to make the Noble/Monticello Node a successful neighborhood business district.

Noble/Monticello Improvement Strategy

The intersection of Noble and Monticello creates a “neighborhood crossroads” area that should exemplify the character and identity of the neighborhood. Whereas the Noble/Mayfield node has a more regional orientation, and the Noble/Euclid and Noble/Neal nodes are limited in the short term by the need for stabilization, the Noble/Monticello node can exemplify the full character and function of the mixed-use, multi-modal corridor envisioned. The recommendations for improvement of the Noble/Monticello Node are shown on Figure 4.19, Noble/Monticello Node Improvement Strategies, and discussed below.

The restructuring of the Noble Road right-of-way as a mixed-use, multi-modal corridor will help connect residents of the area to this node, driving elevated business activity.

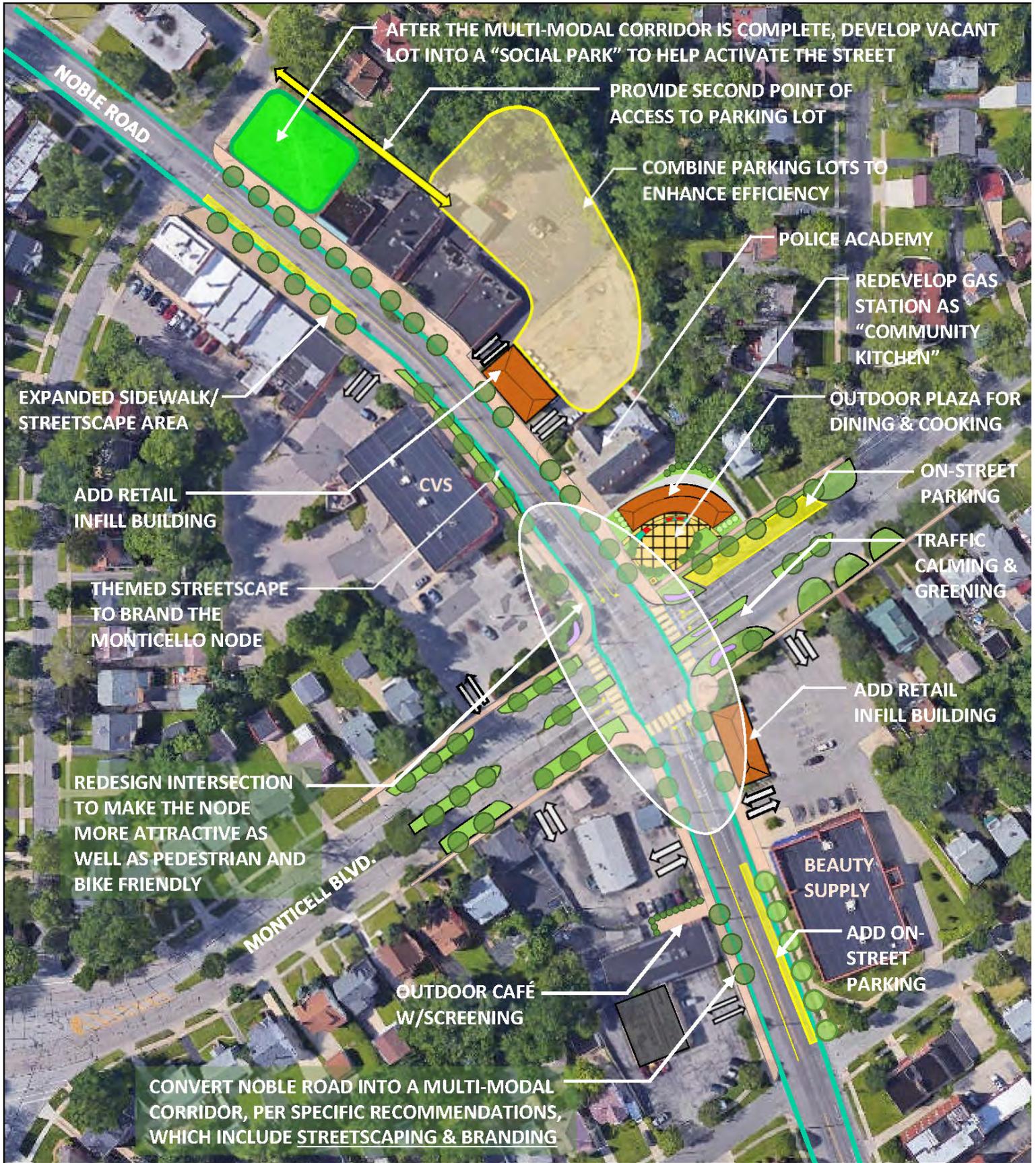
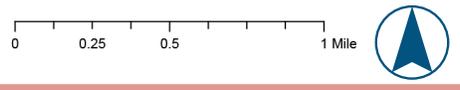


FIGURE 4.19
*Noble/Monticello
 Improvement Concept*



Pedestrian Friendliness

Significant improvement of the intersection area is proposed to make it pedestrian-friendly, which includes: a) highly visible crosswalk markings; b) creating pedestrian “safe islands” within the landscaped medians along Monticello; and c) making streetscape improvements on the four corner properties, including street trees, decorative paving, benches and other pedestrian amenities.

Community Kitchen

A new anchor business is proposed at the intersection, a “community kitchen,” replacing one of the gas stations. The community kitchen would be a restaurant “incubator” hosting multiple restaurant start-ups, with each restaurant sharing common kitchen facilities. Three to five restaurant start-ups are envisioned within the new building. New angled parking would be added to the Monticello right-of-way in front of the building. A highly visible outdoor dining area would be located on the corner, making the community kitchen an iconic use within this Node. The market study performed as part of this Plan identifies **restaurants** as a commercial use with unmet demand. An innovative food/restaurant use like the proposed “community kitchen” would not only fill local demand, but might attract business from outside the immediate area.

Infill Retail/Mixed Use

Small infill retail/mixed-use buildings are proposed to be added on underutilized parking lots at the beauty supply store and the police academy training facility. These new buildings would be viable for-profit ventures that would produce a financial benefit for the property owners. Underutilized parking lots behind the police academy training facility and adjacent commercial building would be combined to provide more parking for the entire area. A new driveway is proposed to link the parking lot with Roanoke Road, improving ingress/egress.

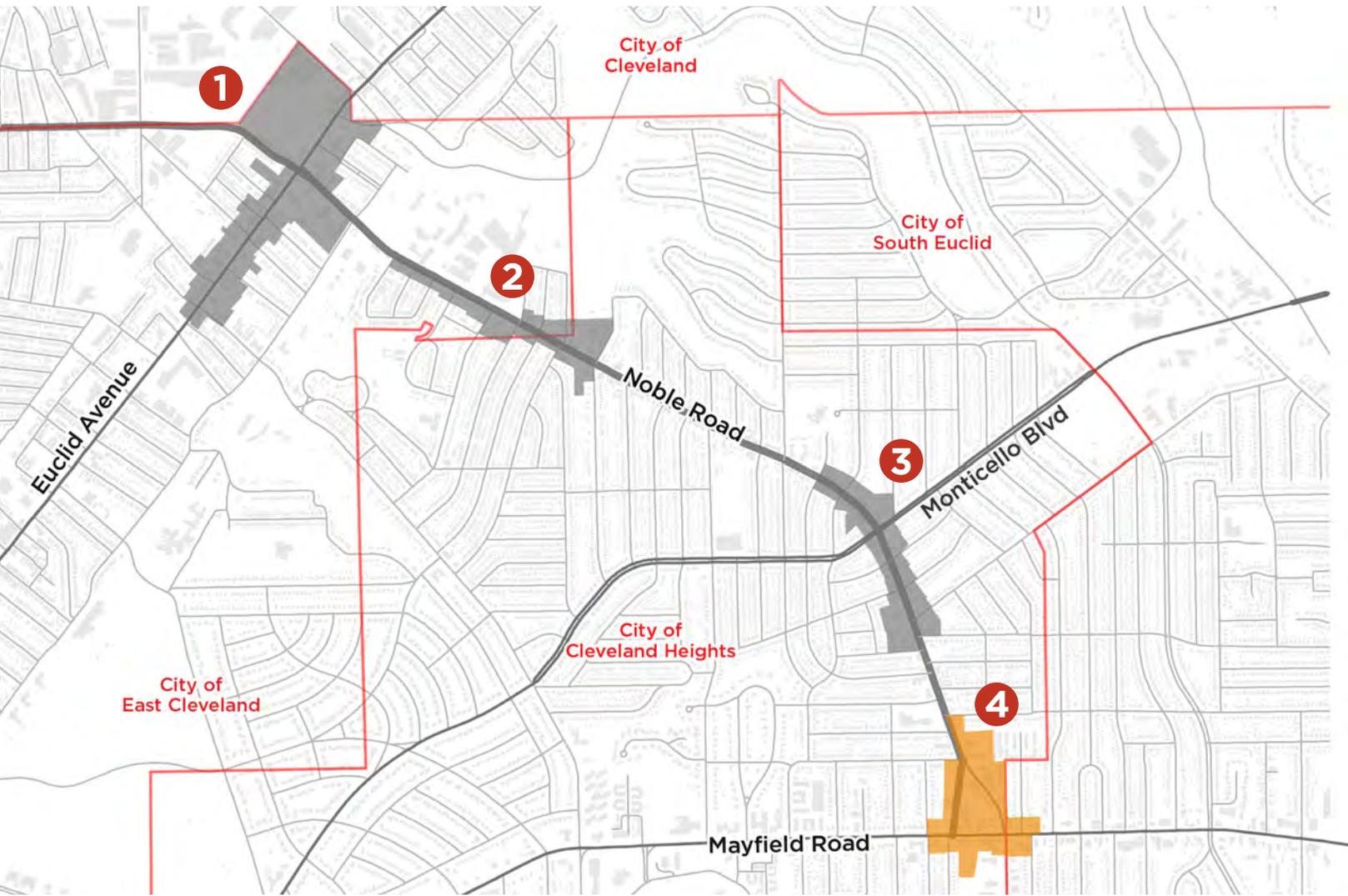


FIGURE 4.20
*Noble/Mayfield Node in
 Context of the
 Study Area*

- 1 → Noble/Euclid
- 2 → Noble/Nela
- 3 → Noble/Monticello
- 4 → Noble/Mayfield

— Municipal Boundary
 — Node Boundary



0 0.25 0.5 1 Mile

Images showing existing conditions in Node 4: Noble/Euclid



Noble/Mayfield Node

The Noble/Mayfield Node is the largest of the four commercial nodes within the Study Area. Unlike the other three nodes, which are all linear, the Noble/Mayfield Node has the layout of a district by virtue its three streets with commercial frontage: Noble Road, Warrensville Center Road, and Mayfield Road. Mayfield Road is a regional arterial roadway, bringing regional traffic to this portion of the Study Area. Mayfield Road is a link between the University Circle area and the suburban communities to the east. As such, the Noble/Mayfield Node has the potential to attract higher value businesses that need the regional exposure that Mayfield Road provides.

Currently, land within the node is largely underutilized, displaying significant vacant land and older, obsolete commercial buildings along with some national businesses such as the BP gas station, Fifth Third Bank and auto repair businesses. There are also a number of older industrial buildings, which have significant vacancy while also hosting some small local businesses, as shown in the photographs above. Recent new development has reinforced this quasi-industrial function, such as the Public Storage facility and the City's public works yard (photo B). The two larger vacant parcels in the Node are located at the corner of Noble Road and Mayfield (photo C) and south of Mayfield Road (photo D).

Overall, this Node represents the area with the most redevelopment/reinvestment potential. Mayfield Road is the strongest arterial road intersecting with Noble Road from the perspective of traffic volume (22,000 ADT) and business exposure. It also represents the southern gateway to the Noble Corridor, and successful redevelopment could drive activity northward. The Noble/Mayfield Node could also attract shoppers from south of Mayfield Road, where property values and household incomes are higher. There is also the opportunity to assemble a large redevelopment parcel that could accommodate a critical mass of retail as well as potentially compatible residential units, combining the vacant parcel at Noble/Mayfield Road with the City's public works yard and underutilized/obsolete commercial buildings on the north side of Mayfield Road. It is also possible that site assembly could include the BP gas station, which while a successful use, is located at a key intersection that, if included in the redevelopment site, would enhance the site's visual exposure.

Thinking in terms of a major redevelopment at this Node involving Class A businesses and a large rental residential component is visionary. Discussions with real estate brokers, which have not included the bold concepts contained in this Plan, suggest more limited development potential. While the redevelopment potential of this site requires further study and assessment, sometimes bold, out-of-the box thinking, rather than the conventional approach, is the better path to success. Clearly, successful development requires a concept that brings new uses and new offerings to the market.

Noble/Mayfield Improvement Strategies

Given that the Noble/Mayfield Node offers more redevelopment opportunities than the other three nodes by virtue of its exposure to the regional market, this Plan offers three different concepts for improvement. Concept A is based in creating entertainment-based mixed-use center, which demonstrates the attractiveness of “experiential retail” that is currently driving much of today’s retail development. Concept B is based on creating an “urban village” that would attract regional shoppers, but also uses pedestrian-oriented shopping and other amenities to establish a uniquely defined residential community. Concept A and B both maximize the potential to assemble a large redevelopment site. Concept C is based on more limited redevelopment potential and a smaller redevelopment site, with a more locally-oriented program of mixed-use retail/residential along with live-work and artisan “maker-spaces,” where local craftsman make products on-site and sell them out of retail spaces. Concept C, if properly executed, would also have regional appeal and could be showcased out of new buildings along Mayfield Road designed to attract drive-by shoppers. These three concepts are discussed below.

Concept A: Entertainment-Oriented/Experiential Retail

Concept A, shown in Figure 4.21, proposes a new development offering to the region, an entertainment-oriented, retail/mixed use center where people come not just to shop, but to experience a range of indoor and outdoor activities. The center would have a program comprised of: a) two indoor anchor uses; b) three levels of rental apartments above the anchors; c) ground floor shops along a visually appealing urban street and pedestrian promenade; and d) a major outdoor activity space comprised of interactive experiences and rotating retail marketing events. The outdoor activity space would be oriented toward Mayfield Road to leverage the visual power of the experiential nature of the center to brand it to the region and generate activity. The two indoor anchors would be entertainment-oriented uses, which could include movie theaters, bowling or other games, fitness center, etc. Visual examples of this kind of development are shown below.



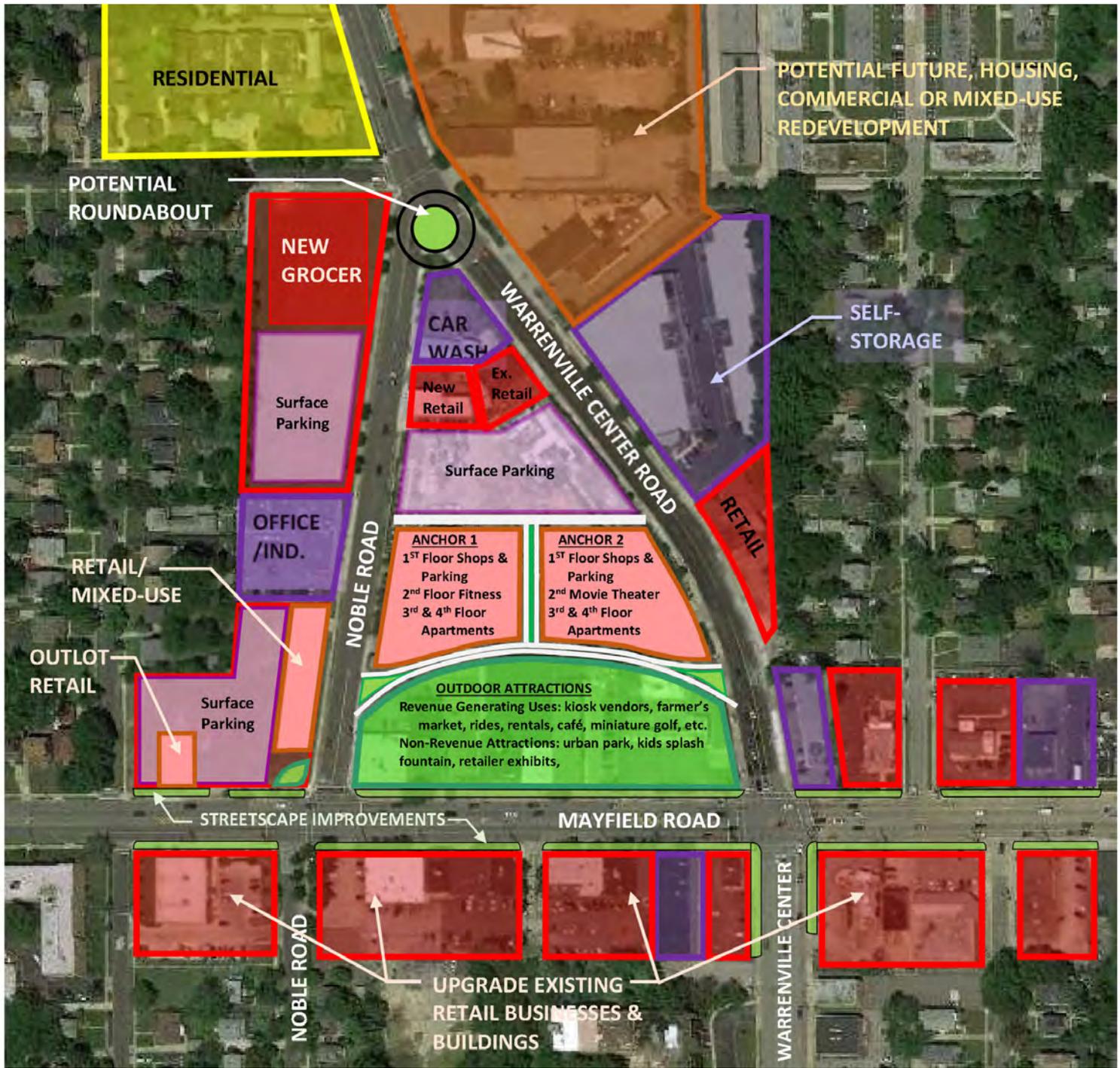


FIGURE 4.21
Noble/Mayfield
Concept A

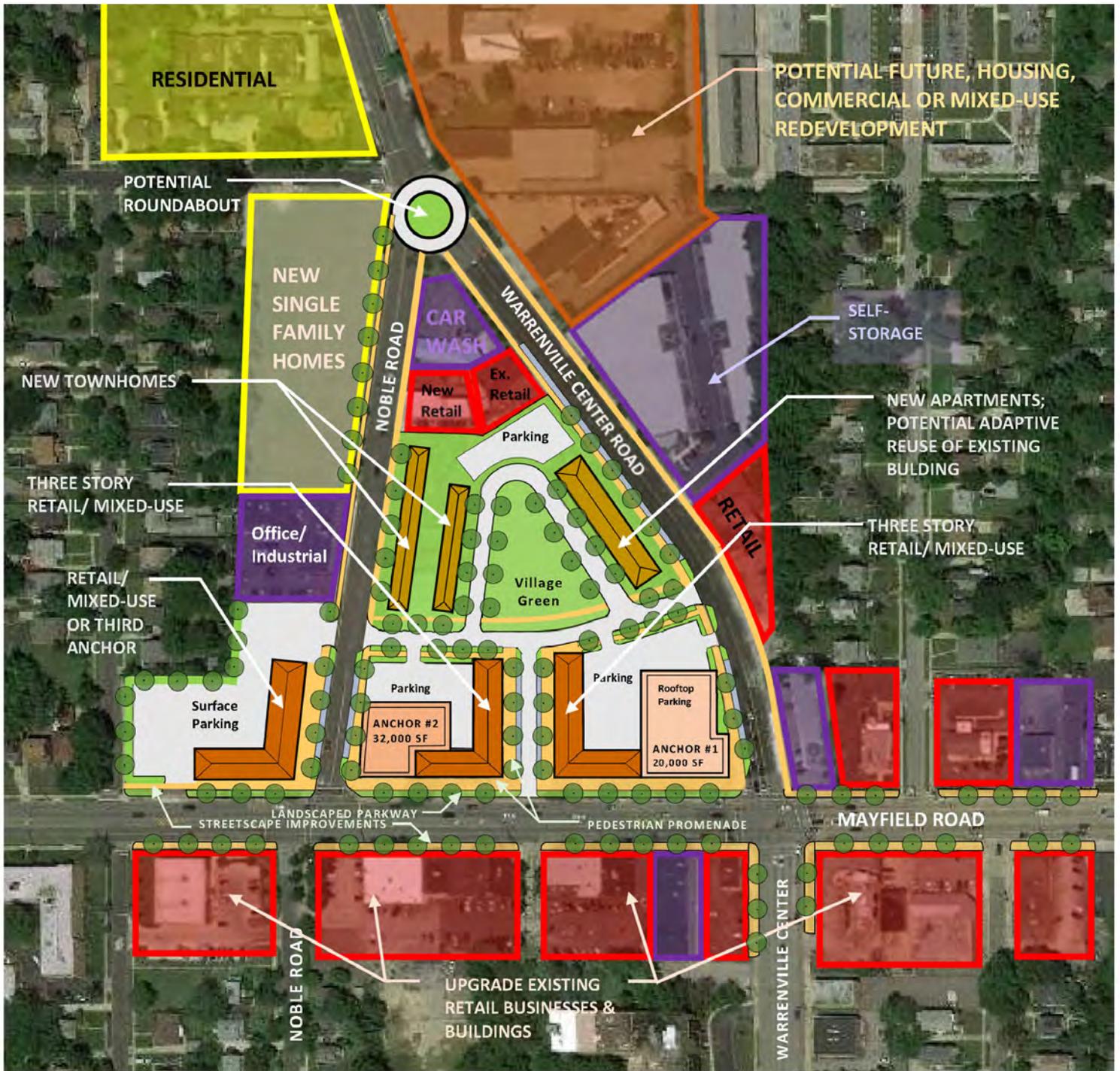


FIGURE 4.22
Noble/Mayfield
 Concept B

Concept B: Urban Village

This concept is based on the idea that people who are attracted to the University Circle area, but would prefer a more suburban setting, might be attracted to a new urban village in this location. This new urban village would be only 10 – 15 minutes away from the University Circle area by car or bus. It is likely that apartments in this location could be developed at a lower price point, which will always appeal to a segment of the market. The retail component of the development would draw on the regional exposure offered by Mayfield Road, and would benefit from new design and programming that could attract business that the existing urban businesses of Cedar Lee and Coventry cannot. Two retail anchors would be needed to activate the shopping component and drive business to smaller retailers. These anchors, located at the signalized intersections of Noble/Mayfield and Warrensville Center/Mayfield, could be uses such as a new grocery store or a fitness club, both of which would be consistent with the urban village concept. Also, the market study done in association with this Plan suggests that there might be current market support for these uses. The layout of Concept B calls for a new, pedestrian-oriented shopping street intersecting with Mayfield Road, which connects the retail component to the residential component. A new “village green” common open space amenity provides a focal point to residents of the urban village to socialize and enjoy passive recreation. Examples of comparable development are shown below, which Figure 4.22 illustrates.



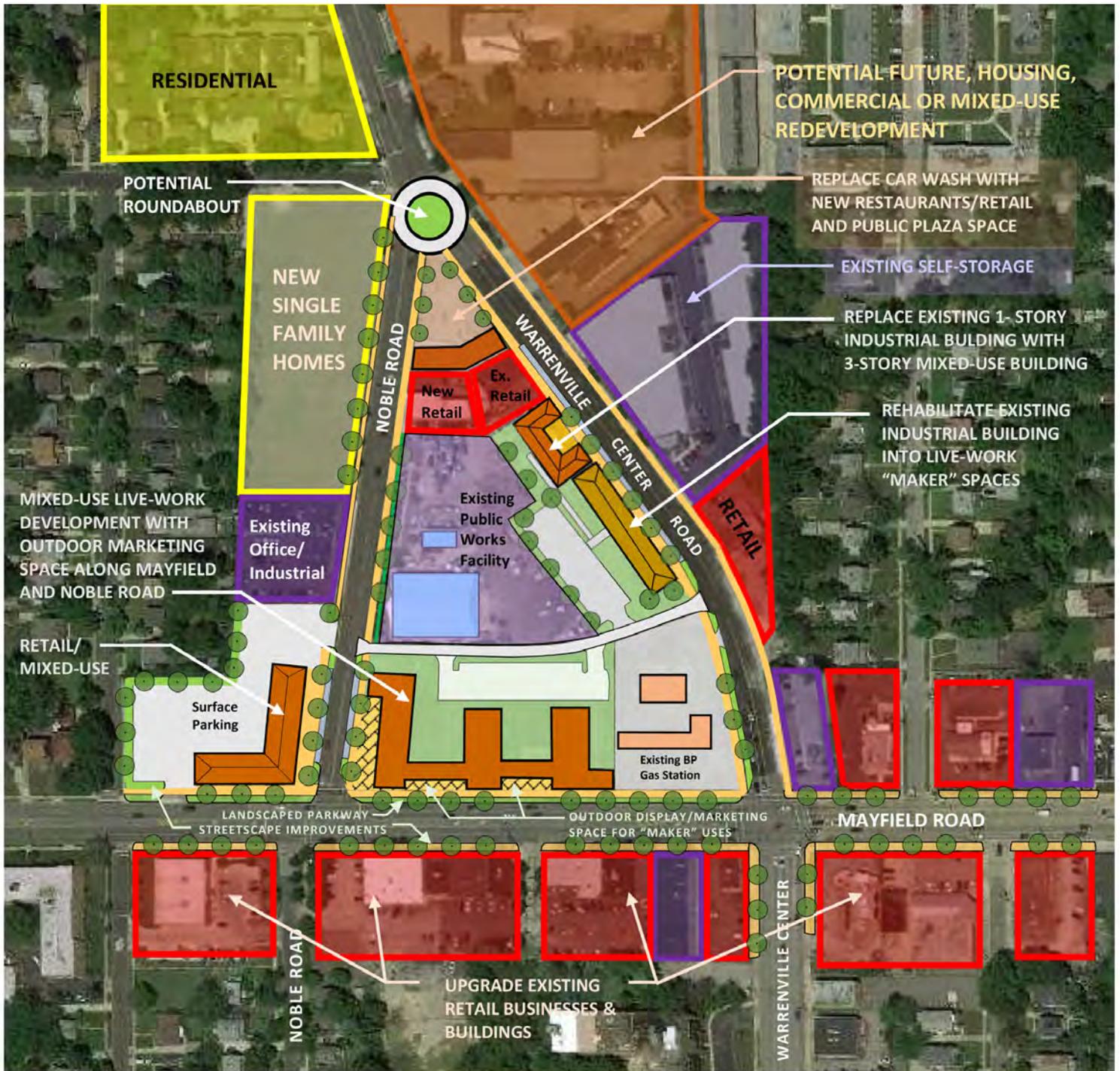


FIGURE 4.23
Noble/Mayfield
 Concept C

0 0.25 0.5 1 Mile



■ Typical Commercial Uses
■ Industrial & Auto-Oriented Uses

Concept C: Mixed-Use/Live-Work/Maker Spaces

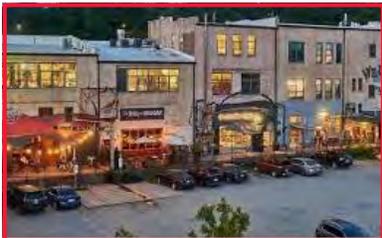
The potential for achieving large major redevelopment at the Noble/Mayfield Node has yet to be determined. It is possible that large-scale redevelopment is not achievable. While large-scale, high value redevelopment would provide economic development benefits that would advance reinventing the Noble Road Corridor (see 5.0, Economic Development), it is useful to explore an improvement strategy that is not based on assembling a large redevelopment site. The redevelopment site for Concept C excludes the City’s public works yard (and the cost of relocating) and the BP gas station (viable business/cost of acquisition) and proposes a development program less oriented to the region. The various sites shown for redevelopment would function as individual redevelopment projects, each of which would benefit from the momentum of investment in the area, but would be undertaken as discrete projects. The redevelopment program would consist of:

- Redevelopment of the Mayfield Road frontage from Noble Street to the BP gas station as “maker spaces along Mayfield Road with rental residential buildings oriented toward the interior of the site. The “maker spaces” would have an attractive streetscape improvement along Mayfield Road, with outdoor display and marketing spaces to draw attention of shoppers and facilitate a mall-like setting.
- Greater emphasis on the upgrading of commercial buildings and businesses on the south side of Mayfield Road, including streetscape improvements.
- A “standalone” retail or retail/residential mixed-use development on the vacant land on the northeast corner of Noble/Mayfield Road.
- Adaptive reuse of the existing industrial building on the west side of Warrensville Center Road, creating live-work units that include ground floor “maker spaces.”
- Redevelopment of the car wash at the intersection of Noble Road and Warrensville Center Road, replacing it with a multiple restaurant venue with an outdoor public plaza. The public plaza space could be programmed for a variety of community events.

Strategy Implications

- Assume less redevelopment potential than Concept A and Concept B.
- Focus on live-work development, mixed –use and “maker” spaces.
- Retain the existing Cleveland Heights Public Works facility in its current location.
- Create a strong live-work/maker space node at the Noble-Mayfield intersection.
- Provide outdoor display/marketing space to create a visual attraction along Mayfield Road.
- Upgrade the existing alley south of the public works facility to provide suitable access/parking to new development.
- Add on-street parking on internal streets as well as Noble Road and Warrensville Center to activate the streets.

The form of the Noble/Mayfield would be more “organic” and less visually unified in Concept C than in Concepts A and B which reflects the current mix of different uses in the area. Examples of similar urban character from other cities are shown below:



6. Economic Development

Overview

Economic development is central to the vision for improving the corridor. Improving the economics of the area in terms of property values, reinvestment and the competitiveness of the area must be a part of the vision. Clearly, there is an economic dimension to the core strategy of restructuring Noble Road as a multi-modal corridor, and improved economics is a key component of the core strategy. The vision also needs to identify how improved economics can be harnessed to pay for the cost of improving the corridor. The likelihood of an outside entity, such as a foundation or state/local government paying all the costs of restructuring Noble Road is remote. The creative use of public finance mechanisms offers a better and more reliable path for financing the infrastructure costs associated with restructuring the corridor. Without the functional and aesthetic upgrades that restructuring Noble Road will bring, investments in new businesses and building renovation are unlikely to occur. Thus, a way must be found to pay for these infrastructure costs, which will act as a catalyst for private-sector investment in real estate.

There is a shared interest in Economic Development.

It is important to recognize that all of the stakeholders have a shared interest in advancing the economic development of the Noble Road Corridor. Commercial property owners would gain financially from making Noble Road a more vital business area. Residential property owners would see an increase in their property values if Noble Road became a strong asset to the neighborhood and a key element to an improved lifestyle. The two cities within the corridor, the City of Cleveland Heights and the City of East Cleveland, would both benefit fiscally through increased property taxes from the strengthening of the commercial and residential tax bases. This concept of shared financial interest in the improvement of the Noble Road Corridor is central to identifying an economic development strategy to drive implementation.

The Two Cities Must Work Together.

Public finance mechanisms will be the driving force behind the economic development strategy. Putting public finance mechanisms into effect requires official action on the part of the municipalities. The prospect for improving the Noble Road corridor is shared between the two communities of East Cleveland and Cleveland Heights. Cuyahoga County also has an interest in corridor improvement because it receives a share of the property tax revenue from this area.

All stakeholders must work together to improve the corridor, including residents, property owners and the two municipalities. However, cooperation between the two municipalities is most critical. Only through official municipal action can public finance mechanisms be put into place to fund the infrastructure costs needed to provide the catalyst to drive the broader economic improvement of the corridor. Other forms of cooperation will be needed between the two cities, but cooperation on the use of public finance mechanisms will be the most

important. The need for such cooperation appears to be a complicating factor to corridor improvement, but is actually a blessing in disguise because it highlights that the two cities have shared interests and that only by supporting the improvement agenda in one community can the other benefit.

Property Values and Economic Development.

The core concept of restructuring the Noble Road right-of-way as an attractive multi-modal corridor is intended to produce multiple benefits. It will: A) make the corridor/ neighborhood more current with respect to lifestyle by offering a range of mobility options (walking, biking, bus transit, cars); B) make the corridor more visually attractive and appealing through streetscaping, lighting, signage, etc.; and C) make the corridor an enjoyable place to be through the programming of public spaces (social parks/active parks/biking/walking) and through increased retail activity. These improvements will produce the indirect benefit of raising property values. Commercial space along the road will be more valuable because the restructuring of the corridor will bring more people to businesses along Noble Road. The restructuring of Noble Road will make the apartment buildings along the road more attractive places to live, allowing landlords to charge higher rents. The single family homes located close to Noble Road will have easy access to the lifestyle enhancements the restructuring offers and will be more valuable as a result. Increased property values is a shared benefit to all local stakeholders. Also, by simply halting the decline of the corridor, property values will rise as confidence in the future of the area strengthens. The investment in the Noble Road right-of-way infrastructure will also indirectly induce investment in buildings and property along the corridor, which will raise property values further.

Conversely, a continuation of the current trends suggest that, without putting into effect a successful improvement strategy, property values will continue to decline. The decline in property values will negatively affect all of the stakeholders: residential property owners, commercial property owners, the City of Cleveland Heights, the City of East Cleveland, the local school districts, and Cuyahoga County. As the Case Western Reserve Study and other data sources have documented, there is a downward trend in property values. Importantly, a continuation of property value decline in the Noble Road Corridor may ultimately affect areas of Cleveland Heights located south of Mayfield Road.

Capturing Future Property Value Increases only after the infrastructure investment is made to restructure the right-of-way. A key question becomes how to pay for the infrastructure improvement that will increase property values, and produce many other community and lifestyle benefits? The most logical source of funding would be to “capture” a portion of the future increase in property values to pay for the infrastructure improvements. This concept is particularly valid since the future increase in property values would be a direct result in the catalyst project, restructuring the Noble Road right-of-way into an attractive multi-modal corridor.

The clear documentation of the decline in property values and property tax revenue over the past decades should be an incentive for local stakeholders to act together to help fund the restructuring of the corridor. The discussion of the potential future Special Improvement District, below, illustrates how catalytic infrastructure improvements could have a long-term beneficial effect on property values.

Potential Public Finance Mechanisms.

The use of public finance to fund the restructuring of Noble Road will likely need to employ a creative approach to capture projected future increases in property values to pay for infrastructure costs. Available mechanisms should be looked at in new ways to see if they can be structured to raise funds for infrastructure costs now to be repaid by higher tax revenue in the future resulting from increased property values. Since the need for action arises out of “area-wide” challenges, the public finance mechanisms used to improve the area will also need to incorporate an area-wide approach.

Area-wide improvement is key. Only by improving the functionality, appearance and land use mix throughout the whole corridor can broad economic development occur. The sites of high-value redevelopment potential will be few, and will generate most of the increased value, but the increased value of these projects must be leveraged to improve the whole corridor.

Three public finance mechanisms are the most viable options for use in the economic development strategy: 1) tax-increment financing; 2) special improvement districts; and 3) community reinvestment areas. Each is discussed below.

1) Tax-Increment Financing.

Tax-increment financing (TIF) is well suited as a possible public finance mechanism to fund some or all of the infrastructure costs associated with the core concept. TIF was devised to capture future increases in property tax revenue to pay for infrastructure improvements that would serve as a catalyst for investments in property benefiting from the new infrastructure. The technical aspects of TIF will not be discussed, as they are secondary to the strategic aspects, except to say that the property taxes paid by the property owner(s) are “frozen” for the life of the TIF district. Thus, TIF districts do not increase the tax burden on property owners. TIF can be used in two ways: 1) project-based TIF district; and 2) area-wide TIF districts.

An example of a project-based TIF district is one in which public infrastructure improvements are needed to facilitate a single private development project.

The future increase in the property tax revenue from the single private development project is used to pay for the cost of the infrastructure improvements.

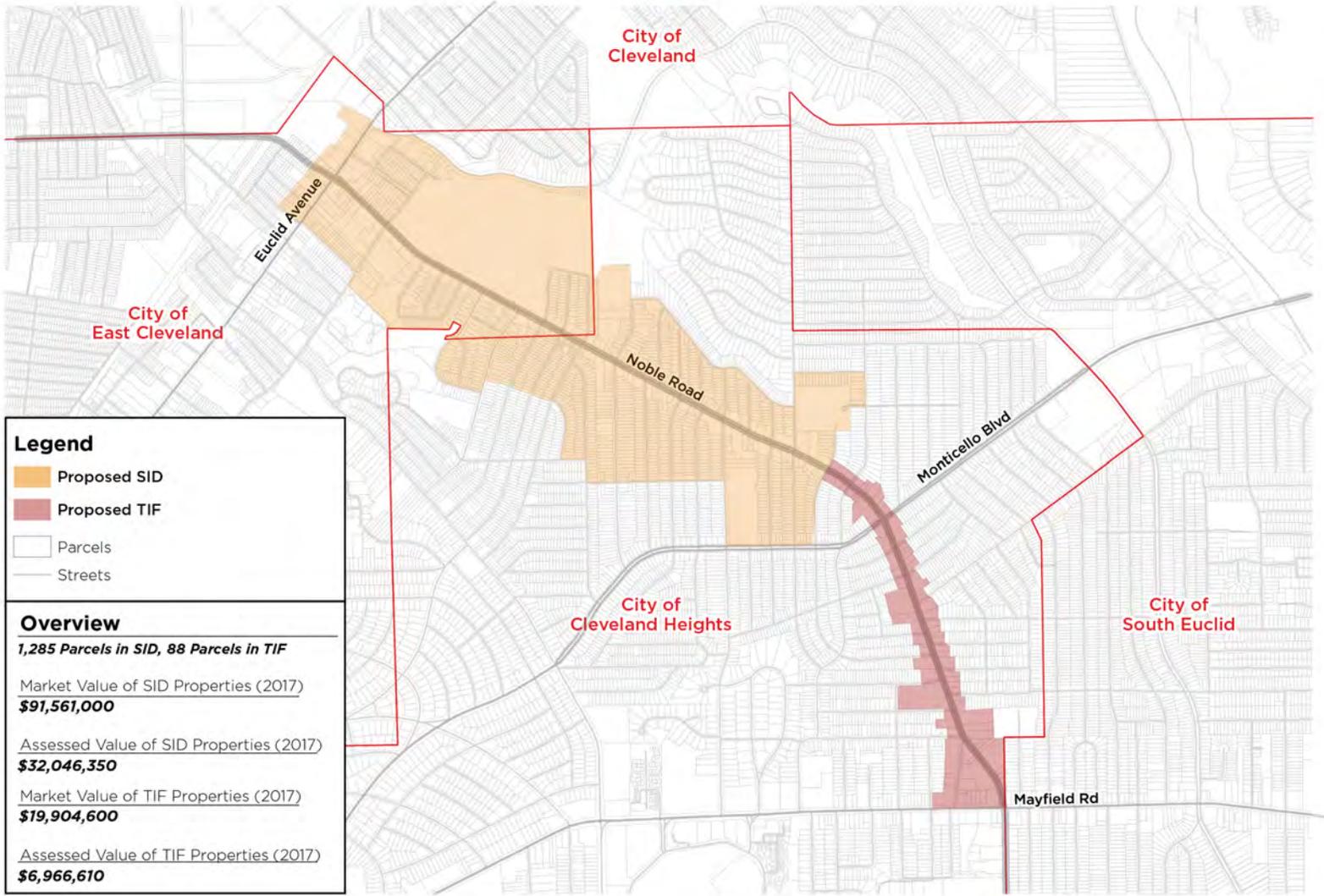
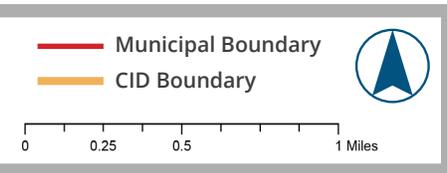


FIGURE 5.1, Potential SID/TIF Map for the Noble Corridor



An example of an area-wide TIF district would be one in which infrastructure improvements are needed to promote investments in a series of individually owned private parcels within a single area, such as in a business district.

The infrastructure improvements benefit all the properties within the TIF district. Unlike the project-based TIF district, there is not a formal agreement that property owners will invest funds to improve their properties, guaranteeing an increase in property value. Rather, there is an assumption that the infrastructure improvements would induce improvements to private property, thereby creating the incremental property tax revenue to pay for the costs of infrastructure. It should be noted that TIF funds can be used to pay for a wide range of improvement costs, including but not limited to public infrastructure, land acquisition, finance

costs, marketing, and technical studies. Although TIF can be used to “underwrite” (subsidize) development costs, the original intent of TIF was to pay for infrastructure improvements that would create area-wide benefit.

Both kinds of TIF districts can be used to advance improvement in the Noble Road Corridor. Project-based TIF districts can be used to encourage rehabbing of buildings and commercial redevelopment at suitable locations along the corridor. An area-wide TIF district can be used to actually pay for the infrastructure improvements to restructure Noble Road into an attractive multi-modal corridor. Area-wide TIF districts can also be used to leverage private investments on individual sites within a broad area, as well as make large area-wide infrastructure improvements. This does not mean that the best strategy would be to create one large area-wide TIF district to fund the restructuring of Noble Road, because it is doubtful there would be enough private investment leveraged by an area-wide TIF district to pay for all the associated infrastructure costs. Thus, a combination of project-based and area-wide TIF districts will likely be needed.

2) Special Improvement Districts

Special Improvement Districts (SIDs) are a potential public finance mechanism that levies a property tax surcharge within a given area to pay for public improvements. In Cleveland Heights, SIDs are used to support/strengthen business districts. The geography of the SID is consistent with the business districts, and the revenue generated is used for streetscaping, signage/banners, and parking improvements, among other things. While SIDs have been used to support business districts, they could be used in a different way to pay for public infrastructure improvements, such as the restructuring of Noble Road. If used in this way, the geography of the SID would need to be large enough to generate the revenue needed to pay for the infrastructure improvements, which would require that substantial areas of residential property on either side of Noble Road be included in the SID. Including residential property in a SID would be unconventional, and may generate opposition on the part of homeowners. Since SIDs can only be put into place with a substantial majority of the property owners voting in favor, the inclusion of residential property in the SID could be a fatal flaw in this approach. However, if homeowners saw that creating a SID to pay for the infrastructure improvement on Noble Road would have the effect of raising their property values, they may be more inclined to support a SID. This will be discussed in more detail, below.

3) Community Reinvestment Areas.

Community Reinvestment Areas (CRAs) are a public finance mechanism that provides property tax abatement for a portion of the increased value of the property due to the improvements made for a certain period of time. Cleveland Height’s CRA program is community-wide, but offers different levels of incentives for different portions of the city and for different types of investment. In general, the CRA program is designed to induce new construction or additions to real property, which will increase property values, as opposed to property maintenance improvement, which do not increase property value. The full or partial abatement of property taxes for the incentive period will help induce new investment because the benefit of the built improvement can be enjoyed for the incentive period without the burden of taxation.

For example, if an investor built new rental apartments, the return on the investment would be higher during the incentive period because the reduced property tax burden would increase net operating income. While CRA is a financial incentive mechanism, it does not use the principle of value capture in the way that tax-increment financing does. Thus, it could not be used to help finance the cost of the proposed Noble Road infrastructure improvements. In fact, CRA is generally incompatible with TIF because it abates some/all of the increased value resulting from property improvements, which would reduce the incremental property taxes that drive a TIF district. Also, CRA is most useful in areas where property values are increasing and investments in real estate can produce both increased operating revenue and property appreciation. This said, CRA is a powerful incentive for Cleveland Heights and can be a contributing component of a multi-layered economic development strategy for the Noble Road Corridor.

Economic Development Strategy Options.

This Plan will not recommend a specific economic development strategy, but rather, outline options for the City and stakeholders to consider. The only way to chart a course for economic development as a component of overall corridor improvement is to consider all viable options and forge a meaningful and lasting consensus that delineates a clear path forward. This can only be done with the knowledge and insights needed to make an informed decision, which requires the following additional studies:

- **1)** A transportation/urban design study to determine the best design of a multi-modal corridor for Noble Road;
- **2)** A focused economic study that will quantify the likely economic consequences resulting from the restructuring of Noble Road into an attractive multi-modal corridor, including the likelihood of higher property values in the Noble Neighborhood and that portion of the Study Area located in East Cleveland; and
- **3)** A financial feasibility study of potential redevelopment in the Noble/Mayfield node, which if feasible, could jump start the corridor improvement process.

This framing of economic development strategy options is based on the following assumptions:

- **A)** The #1 priority should be the financing of the infrastructure improvements for Noble Road to transform it into an attractive, multi-modal corridor;
- **B)** The likelihood of private foundation providing all/most of the funding for the infrastructure improvements is remote. This Plan would be remiss if it relied on one or more unidentified third parties as the funding source for the improvements. Rather, this Plan recognizes that local stakeholders, who have the most to gain/lose from the area's financial performance, will be the parties most likely to provide funding.
- **C)** The total cost of the infrastructure improvements along Noble Road will be in the range of \$6.25M - \$10M, which would represent a cost of \$500 - \$800 per linear foot for the approximately 12,500 foot length of the corridor. This cost is based on infrastructure and streetscape improvements of a similar order of magnitude. This

gross framing of potential costs would not include extensive underground utility work, should that be needed, and is useful only as a starting point for framing infrastructure costs.

- **D)** Significant redevelopment of the Noble/Mayfield node is feasible, and that significant incremental property revenues, beyond those needed to underwrite the development, will be generated. An assessment of the projected property value of Concept A for the Noble/Mayfield redevelopment suggests a total value of \$41M versus the existing assessor's market value of \$4.5M, which would generate incremental property tax revenue of \$3.2M per year. If two-thirds of this incremental revenue were needed to underwrite development costs that would still leave \$1 M per year that could be allocated to pay for Noble Road infrastructure costs. A similar assessment was made of Concept B property value, which is projected at \$33M, and would produce \$2.5M in annual incremental property tax revenue. This assessment makes clear that facilitating high-value redevelopment at the Noble/Mayfield node is crucial to the overall transformation of the Noble Road Corridor.
- **E)** The restructuring of the Noble Road right-of-way will result in future increases in property values throughout the neighborhood. These increases will result from induced investment in both commercial property along the corridor and in residential property in the neighborhood, enhancing quality-of-life, and from broad appreciation due to increased confidence in the future of the area.

Based on these assumptions, which will be documented/supported by the three recommended additional studies, this Plan recommends the following, multi-layered economic development strategy:

- **A)** Leverage the area's strengths to begin the improvement process. This means structuring the program as a "south to north" process. Since disinvestment is progressing from "north to south", it makes sense that reinvestment should progress in the opposite direction. The redevelopment of the Noble/Mayfield node is central to jump starting the process. The Noble/Mayfield node has exposure to the regional market, and is not negatively impacted by Noble Road Corridor disinvestment. However, a major redevelopment of this node would positively affect the southern portion of the Noble Road Corridor.
- **B)** Establish an area-wide TIF from the Noble/Mayfield Node to Monticello. Presuming that high-value redevelopment is feasible in the Noble/Mayfield node, the City should establish an "area-wide TIF district" that extends to the Noble/Monticello intersection. This would allow the surplus incremental property tax revenue to be used to fund the Noble Road infrastructure improvements, allowing them to be made in the short term. With proper underwriting of the Noble/Mayfield node redevelopment, bonds could be used to make the infrastructure improvements along Noble Road from Mayfield Road through the Monticello Road intersection. This area would be large enough to demonstrate the lifestyle benefits resulting from the multi-modal infrastructure improvements. If incremental property tax revenues are sufficient, funds could be made available for building renovations north of the Noble/Mayfield node. No CRA applications would be approved within the TIF district, as CRA works counter to TIF.

→ **C)** Consider a new type of SID for the northern portion of the Corridor. A public finance mechanism is needed to fund infrastructure improvements in the northern portion of the corridor. Presuming that the follow-up economic study clearly shows that the restructuring of Noble Road into an attractive, multi-modal corridor would positively affect property values in this area, the establishment of a broad SID should be considered, one that includes residential properties on either side of Noble Road. It is understood that this might be considered a radical concept by many, and that the concept was floated during the planning process to a negative response on the part of residents, homeowners, and stakeholders. It is offered again here as a public finance mechanism that can help increase property values by funding the Noble Road infrastructure improvements. Viewed in the light of driving increased property values, the property tax surcharge of a SID becomes an investment that yields higher future returns.

In order to make this kind of SID work, a creative approach must be taken, the structure of which is outlined in Chapter 6, Implementation. The intent of the SID would be to cover much of the cost of the Noble Road infrastructure improvements for the area north of the Noble/Monticello intersection, based on the strategy that if local property owners paid for a portion of the improvement, it would be easier to get the balance of the funds from foundations, the two cities, the County or ODOT. The SID would cover portions of Cleveland Heights and East Cleveland, requiring intergovernmental cooperation as well as consensus between property owners in the two cities. While this adds a layer of complexity, the optics of joint action between the two communities would be very positive and help to rebrand the area. The essential financial proposition of such a SID, presuming a reasonable appreciation of property values of 30% over twenty years, is outlined below.

FIGURE 5.2
*Financial Benefits
of a Noble Road
SID to an Average
Homeowner*

Typical Property Value; Single Family Residence:	\$60,000
Projected Twenty Year Appreciation:	\$18,000
Annual SID Tax Surcharge:	\$200
Total Twenty Year Tax Surcharge:	\$2,000
Net Gain to Property Owner:	\$16,000
Total Number of Properties in the SID:	1,285
Current Assessed Value of SID:	\$32,046,350
Hypothetical Tax Rate of Surcharge:	1.0%
Annual Tax Revenue Produced by SID:	\$320,046

This simple outline demonstrates how an average homeowner would benefit financially from a SID established to improve the Noble Road Corridor. If the SID were to generate \$320,046 a year in tax revenue, those funds would go a long way towards paying for the Noble Road infrastructure improvements needed to restructure the corridor. In the context of the infrastructure improvements driving increased property values, the tax burden imposed by the SID is nominal compared to the long term gain in property values.

→ **D)** The Cities of Cleveland Heights and East Cleveland Issue General Obligation (G.O.) Bonds. An argument can be made that the two cities have a financial interest, and financial obligation, to fund at least a portion of the cost of the Noble Road infrastructure improvements. This argument is particularly strong for Cleveland Heights. The loss in property value in the Noble Neighborhood has negative consequences on the City’s tax base as a whole, and thus homeowners in other parts of the community are negatively affected by this through the shifting of the tax burden. If investing in the Noble Road infrastructure improvements would help increase property values in the area, this has a beneficial effect on the City as whole. Chapter 6, Implementation, outlines the basic argument for Cleveland Heights to fund a portion of the cost of the Noble Road infrastructure improvements. The argument for the City of East Cleveland making such an investment in Noble Road is more complicated, due to the financial condition of the municipal corporation and other competing needs in the community. However, if the two cities entered into an intergovernmental agreement to finance some/all of the Noble Road infrastructure improvements, major local foundations might be willing to step in to cover East Cleveland’s share of the costs.

Summary

The economic development considerations and strategies discussed in this Chapter illustrate how economic benefits align with good planning. The restructuring of the Noble Road Corridor to produce: A) a better quality of life; b) a better transportation system; and c) a more visually attractive corridor would also generate financial benefits that could be leveraged to pay for the cost of the improvements. This Chapter outlines strategies to pursue and actions to take to “get the ball rolling.” The exact process to be undertaken will depend on a number of factors that cannot be anticipated within this Study. Paramount to the success of the initiative is forging for a strong, enduring consensus that unites residents, property owners, stakeholders and the two cities to take the actions needed to improve the Noble Road Corridor.

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7. Implementation

Strategy

Taking the actions needed to implement the Noble Road Corridor improvement strategies will require a sustained effort over a number of years. The decline of the Noble Road Corridor has occurred over a 20 – 30 year period and reversing these trends will take time. The key to implementation success is having a clear understanding of the steps involved and maintaining a strong commitment on the part of both local residents and the key stakeholders.

This Plan is based on a clear vision for reinventing the corridor. The Plan’s vision lays out why the direction is valid, what the new corridor will be like and how improvement will be achieved. However, establishing the vision is only the first step in the process. The key assumptions underlying the vision need to be validated by further study. This follow up study will confirm that the direction called for in the vision is the right approach, justifying a full commitment to implementing it. This Chapter outlines the key steps involved in validating the vision and getting the improvement process underway.

Validating the Vision

The vision of reinventing the Noble Road Corridor as a mixed-use, multi-modal corridor is firmly based in a logical response to the challenges and opportunities present in the Study Area. This vision is based on four assumptions: 1) that restructuring the corridor to make it an attractive “people place” facilitating multiple forms of mobility will activate the street and make it the focal point of the neighborhood; 2) that the Noble Road right-of-way can be restricted as envisioned; 3) that restructured the corridor will produce economic benefits including higher property values and increased business activity; and 4) that the potential exists for major redevelopment to occur at the Noble/Mayfield Node, and that this redevelopment could “jump start” the improvement process. These four assumptions are all plausible, rational propositions. However, before the cities of Cleveland Heights and East Cleveland fully commit to the program, further study is needed to validate the assumptions. These additional studies are described below.

Multi-Modal Transportation Study

This Plan proposes that the area within the Noble Road right-of-way be reconfigured as a multi-modal transportation corridor that de-emphasizes the facilities for cars in favor of creating attractive pedestrian, bike and bus transit facilities. Three different cross-section designs are offered within the Plan to suggest how the right-of-way area might be reconfigured. In order to validate the assumption that Noble Road can be reconfigured as a multi-modal corridor, a technical transportation study will need to be performed to make sure that all four modes of transportation can function adequately. This study should include projections for increases in pedestrian, bike and bus transit transportation, as well as the impact on car movement. Refinement of the design of the improvement should also be done to make sure that the improvement will produce the lifestyle benefits called for.

Economic Study

In addition to the lifestyle benefits restructuring the corridor will produce, the investment in new infrastructure must also produce economic benefits in order to justify the significant expenditure. The Plan suggests that higher property values and increased business activity will result from the improvements, but a technical economic study is needed to validate that assumption. This economic study would likely be based on case studies of other similar transportation/infrastructure improvement projects to see what kind of economic benefits accompanied similar improvements elsewhere. No two communities or improvement projects are exactly the same, but if case studies of relevant projects elsewhere show consistent economic benefits, it is likely that positive economic benefits will accompany the Noble Road improvement program.

Noble/Mayfield Redevelopment Potential.

The Plan suggests that assembling the largely underutilized properties along Mayfield Road between Warrensville Center and Noble Road could attract a major new development. Major new development at this Node could jump start the improvement process, and accelerate the actions needed to improve the corridor as a whole. To be clear, achieving major redevelopment at the Noble/Mayfield Node is not a prerequisite for improving the corridor as a whole. Reinventing the Noble Road Corridor as a mixed-use, multi-modal corridor is still a valid direction for improvement without major redevelopment at the Noble/Mayfield Node. Assessing the potential for major redevelopment would involve a number of inquiries, including but not limited to market analysis. Real estate development is as much of an art as it is a science, and assessing development potential of a given site/area must include some “outside the box” thinking. Discussions with potential developers should be undertaken. If redevelopment is to occur, it would need the support of the City and likely require the adoption of a tax-increment finance district, and this assessment of development potential should be done as a City initiative.

Economic Development

Chapter 5.0 Economic Development presented the economic/public finance strategies to be considered to fund the cost of the Noble Road infrastructure improvements. These strategies certainly play a part in implementing the Plan, but taking action on these strategies would be done only after the vision for corridor improvement is validated by the additional studies described above. Also, putting into place any of the suggested public finance mechanisms is a major public policy action that must be considered carefully and in the context of all of the potential courses of action. The Plan believes that three public finance mechanisms could play a role in funding the infrastructure improvements: 1) tax-increment financing; 2) special improvement district; and 3) City general obligation bonds or similar finance mechanism. Exactly which mechanisms are put into effect would depend on a number of factors including redevelopment potential, foundation funding, and consensus building among all the parties having a stake in the future of the corridor as to how to finance the infrastructure improvements.

Action Agenda

The best way to organize the program for improving the corridor is through an action agenda, which is a chart that concisely illustrates: a) the short-term actions to be taken; b) who is responsible for carrying out the action; c) the general timing of the action; and d) the order of magnitude cost of each action. The underlying approach for the Action Agenda is to focus actions on a short list of discrete initiatives that can be accomplished with the current capacity of community stakeholders and with a reasonable expectation of access to the funding needed.

Experience in plan implementation has shown that long lists of action items in an Action Agenda tends to spread the capacity of stakeholders too thinly so that little implementation actually occurs. The attached Action Agenda contains seven initiatives to be carried out by the core group of community stakeholders that includes: 1) FutureHeights; 2) NOAH (Northeast Ohio Alliance for Hope); 3) the City of Cleveland Heights; and 4) the City of East Cleveland.

The Noble Corridor Action Agenda is intended to be a “living document” that exists outside the plan and is updated on an ongoing basis by the stakeholders involved in improving the corridor. For example, the “funding” component is currently very basic, identifying general direction on where the stakeholders responsible for each initiative should begin to look for funding. As stakeholders take action on each initiative, the sources of funding and potential access to such funding will come into focus and more detail added to the Action Agenda.

The Action Agenda is focused on short-term initiatives, things that can be accomplished within a three-year period. Clearly, the improvement of the Noble Road Corridor is a long-term endeavor. Many initiatives in addition to those listed on the attached Action Agenda will need to be undertaken to achieve broad improvement. What is critical is that Noble Road Corridor improvement gets off to a successful start and gains the confidence of the community and the core stakeholders, demonstrating that broad improvement is possible through an incremental process. Camiros thinks this Action Agenda provides the direction needed to get the improvement process off to a successful start. The Action Agenda does not identify the precise sequence of actions, particularly since the actions are not carried out by the same stakeholders, and it is possible for certain of the actions to be undertaken simultaneously.

The Noble Road Corridor Improvement Action Agenda, presented on subsequent pages, calls for action on the following eight initiatives:

1. Implement the early action project: Noble Road flower planting program
2. Conduct a technical transportation study on converting Noble Road into a multi-modal facility
3. Conduct a technical analysis of the likely economic benefits of the Noble Road improvements
4. Conduct an in-depth redevelopment feasibility assessment of the Noble/ Mayfield Node
5. NOAH to take steps to expand into community-based real estate development
6. East Cleveland to pursue infrastructure improvements to Euclid Avenue
7. Petition major foundations to make the north of Mayfield area of Cleveland Heights funding eligible
8. Advance the establishment of a working relationship with Nela Park

NOBLE CORRIDOR ACTION AGENDA

NOBLE ROAD CORRIDOR PLAN

Initiative #1:	Benefits/Outcomes	
Implement Early Action Project; Flower Planting	a) Provides timely evidence of stakeholders' capacity to carry out actions to improve the corridor. b) Provide immediate aesthetic improvement of the entire corridor.	
Actions	Carried Out By	Timing
1) Identify funding for plantings	FutureHeights	June 1, 2019
2) Identify who will plant the flowers.	FutureHeights; Noble Neighbors City of East Cleveland; City of Cleveland Heights; NOAH	June 15, 2019
3) Identify maintenance/ watering program	FutureHeights; Noble Neighbors City of East Cleveland; City of Cleveland Heights; NOAH	June 15, 2019
4) Launch Project	FutureHeights & partners	July 1, 2019
Funding	Order of Magnitude Cost: Low	Source: Donations & Grants

Initiative #2:	Benefits/Outcomes	
Conduct a Technical Multi-Modal Study	a) Defines the multi-modal corridor (MMC) as the core improvement strategy b) Resolves technical issues/questions c) Allows units of government to put the MMC in formal capital documents	
Actions	Carried Out By	Timing
1) Forge a consensus among stakeholders for the MMC	City Staff	Three Months
2) Secure funding for the study	City Staff, City Council & County Officials	Six Months
3) Consultant selection	Consulting engineer w/City Staff	Two Months
4) Conduct the study	General contractor w/ City contract admin.	Six Months
Funding	Order of Magnitude Cost: Low	Source: County of Cuyahoga, City of East Cleveland, City of Cleveland Heights; Grant and State funding to be explored.

Initiative #3:	Benefits/Outcomes	
Conduct a Technical Analysis of Economic Benefits of Corridor Improvement	a) Delineates the likely economic benefits from corridor improvement. b) Justifies the investment in infrastructure improvements along Noble Road by the full range of stakeholders.	
Actions	Carried Out By	Timing
1) Secure funding for the study	City of Cleveland Heights; City of East Cleveland; FutureHeights	Twelve Months
2) Issue RFP and select consultant	City of Cleveland Heights; City of East Cleveland; FutureHeights	Two Months
3) Conduct study	Consultant	Six Months
Funding	Order of Magnitude Cost: Low	Source: FutureHeights staff

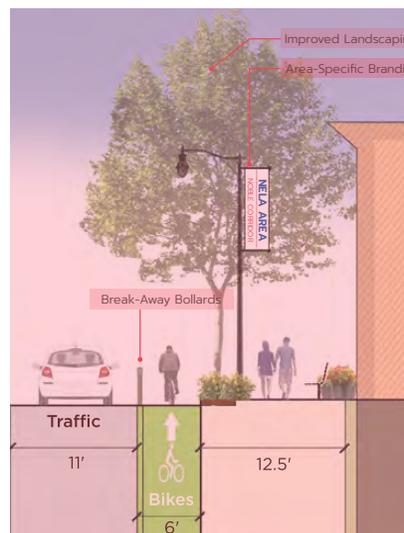
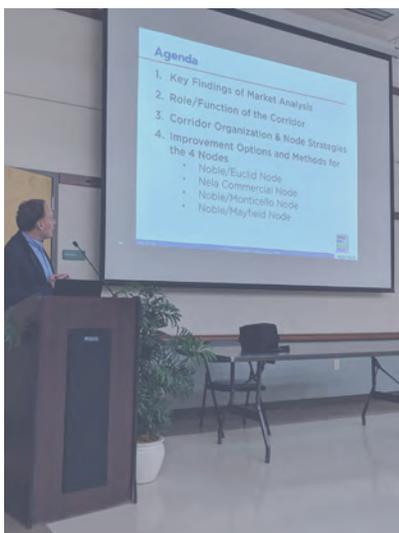
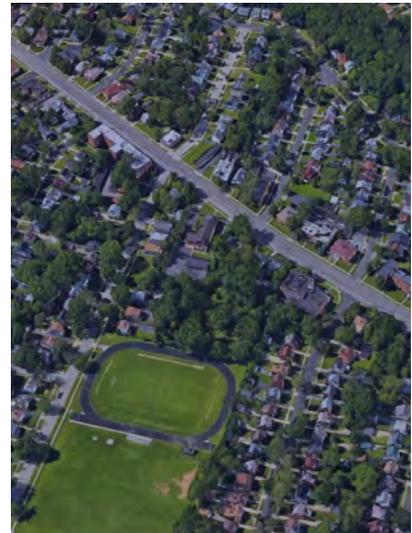
Initiative #4:	Benefits/Outcomes	
Conduct In-Depth Redevelopment Feasibility Assessment of the Noble/ Mayfield Node	a) Frames realistic potentials for key redevelopment site. b) Informs City relative to action on possible TIF District or other public finance options. c) If major redevelopment is feasible, value capture could help fund corridor-wide improvements. d) Could justify the City's issuance of a development RFP.	
Actions (assuming feasibility)	Carried Out By	Actions (assuming feasibility)
1) City to commission redevelopment feasibility study focused on Noble/Mayfield Node	City Staff at the direction of the City Council;	City to commission redevelopment feasibility study focused on Noble/Mayfield Node
2) City to issue development RFP	City Staff at the direction of the City Council;	City to issue development RFP
3) Select development proposal	City Staff	Select development proposal
4) Establish TIF District	City Staff at the direction of the City Council;	Establish TIF District
Funding	Order of Magnitude Cost: Mod	Funding
Funding	Order of Magnitude Cost: Mod	Source: City funds for study; Developer funds for TIF

Initiative #5:	Benefits/Outcomes	
NOAH to Take Steps to Expand into Community-Based Real Estate Development	a) NOAH builds capacity to intervene on distressed property in the East Cleveland portion of the corridor. b) Helps to make the Euclid Avenue corridor/node more attractive to commercial development.	
Actions	Carried Out By	Timing
1) NOAH creates a business plan for intervention on distressed properties to demonstrate how they can become viable investments.	NOAH and stakeholder partners	January 1, 2020
2) Approach foundations and other funding sources for funds to expand staff and execute a demonstration project.	NOAH and stakeholder partners	January 1, 2020
3) Upon receiving grant funding, expand NOAH staff to include real estate project manager.	NOAH	June, 2020
4) Carry out initial demonstration project.	NOAH	August, 2020 to August 2021
4) Begin to replicate the demonstration project on other distressed properties.	NOAH, stakeholder partners and private investors	January 2022 and beyond
Funding	Order of Magnitude Cost: Capacity Building - Low Demonstration Project - High	Source: Capacity Building - Grant Demonstration Project - Grants

Initiative #6:	Benefits/Outcomes	
East Cleveland to Pursue Infrastructure Improvements to Euclid Avenue	a) Significantly improves the image and attractiveness of Euclid Avenue. b) Helps to attract new investments in real estate/new commercial uses.	
Actions	Carried Out By	Timing
1) Quantify order of magnitude costs for decorative street lights and street trees along Euclid Ave.	City Staff & Partners	January 2020
2) Assess potential funding sources.	City Staff & Partners	March 2020
3) Begin lobbying for funds from ODOT, Federal sources.	City Staff & Partners; Paid lobbyist	April 2020 to March 2021
4) Assess effectiveness of lobbying	City Staff & Partners;	March 2021 and beyond
Funding	Order of Magnitude Cost: Low	Source: Grant Funds for paid lobbyist

Initiative #7:	Benefits/Outcomes	
Petition Major Foundations to include the North of Mayfield Portion of Cleveland Heights in their Priority Areas	a) Makes this portion of Cleveland Heights eligible for financial assistance from the major Cleveland area foundations. b) Allows the Cleveland Heights and East Cleveland portions of the corridor to be treated holistically in terms of foundation assistance.	
Actions	Carried Out By	Timing
1) Assess conditions needed for foundations to include the North of Mayfield area.	FutureHeights and the Noble Road stakeholders	Three Months
3) Hold informal discussions with Major Foundations.	FutureHeights, City of East Cleveland and City of Cleveland Heights	Two Months
3) Prepare formal petition/study	FutureHeights/Consultant	Six Months
Funding	Order of Magnitude Cost: Low	Source: FutureHeights staff

Initiative #8:	Benefits/Outcomes	
Advance the Establishment of a Working Relationship with Nela Park	a) Explore mutually beneficial initiatives b) Identify points of cooperation to benefit Nela Park and Community c) Potential Nela Park investment in property opposite Main Entrance d) Cooperation on “Nela-themed” lighting design for the Nela Node e) Increase interaction between Nela Park and the Nela Node f) Discuss support for a Nela Inn and restaurant	
Actions	Carried Out By	Timing
1) Develop “talking points” on the potential mutually beneficial initiatives	City of East Cleveland, NOAH & FutureHeights	September 2019
2) Develop line of communications with the purchaser of the GE Lighting Division	City of East Cleveland, NOAH & FutureHeights	March 2020 (based on timing of GE transaction)
3) Develop plan for implementing mutually beneficial initiatives	City of East Cleveland, NOAH & FutureHeights	June 2020
4) Initiate implementation on mutually beneficial initiatives	City of East Cleveland, NOAH & FutureHeights	January 2021
Funding	Order of Magnitude Cost: Low	Source: Dedication of Stakeholders staff time



Closing Summary

The Noble Road Corridor Improvement Plan presents a rational basis for the corridor's improvement and a series of strategies to guide the effort. While turning around corridors like Noble Road is a challenge, a number of positive factors are in place that suggest the improvement of the corridor is possible. The broad level socio-economic trends underlying the disinvestment within the broader area are losing momentum, and a reversal of those trends is possible. The City of Cleveland Heights has helped contain the blight caused by disinvestment through policies such as the "point of sale" inspections and repair requirements. The City of East Cleveland is rebuilding its political and administrative capacity, which should allow it to be an active partner in the improvement effort. Two important nonprofit organizations, FutureHeights and NOAH, are in place and contributing to the capacity of stakeholders to improve the corridor.

Most important to the prospects for improving the corridor is the direction set by this Plan. The Plan properly recognizes that major changes are needed to drive improvement. The Noble Road Corridor needs to be "reinvented." It needs to take on a new role and function that is authentic to its nature and to the surrounding neighborhood. The proposed restructuring of Noble Road as an attractive, mixed-use, multi-modal corridor is the role and function that will induce the surrounding community to treat Noble Road as the focal point of the neighborhood. Making Noble Road an attraction and an amenity will drive the improvement process, making it a better place to live, to interact, to shop, and to navigate. These quality of life benefits will, in turn, produce economic benefits such as increased residential and commercial rents, increased home values, new and stronger businesses and new market-rate development.

This Chapter outlines how the Noble Road stakeholders should pursue implementing the Plan. The process of implementation needs careful guidance, and cannot be reduced to a "paint-by-numbers" process. Implementing the plan will be a fluid process that depends on the outcomes of a number of different initiatives. Central to the successful implementation of any improvement program is getting off to a good start. The Action Agenda provides sound guidance on this, identifying eight short-term initiatives to get the process moving in the right direction. The process is already off to a good start with the successful implementation of the early action project, the Noble Road flower planting program. The Plan also seems to have advanced consensus building among the key stakeholders and area residents in favor of the core concept, which is essential to long-term implementation. As the various initiatives involved in implementation are undertaken, a series of detailed considerations will be discussed and debated. While a range of technical issues must be addressed and overcome, the Noble Road stakeholders must keep the vision in clear focus to ensure proper direction is maintained.



CLEVELAND HEIGHTS

Committee of the Whole

September 16, 2019

Agenda

1. Report of City Council Members 6:15 p.m. – 6:30 p.m.
Goal: Mayor and City Council members will provide updates on items of interest
2. Legislation Discussion 6:30 p.m. – 6:45 p.m.
Goal: Review upcoming legislation
3. Report of the City Manager 6:45 p.m. – 6:50 p.m.
Goal: City Manager and staff will address questions about the City Manager's Report
4. Executive Session 6:50 p.m. – 7:05 p.m.
 - *To consider the terms of a sale of City-owned personal property*

A Public Safety Swearing-In Ceremony will be held at 7:15 p.m.

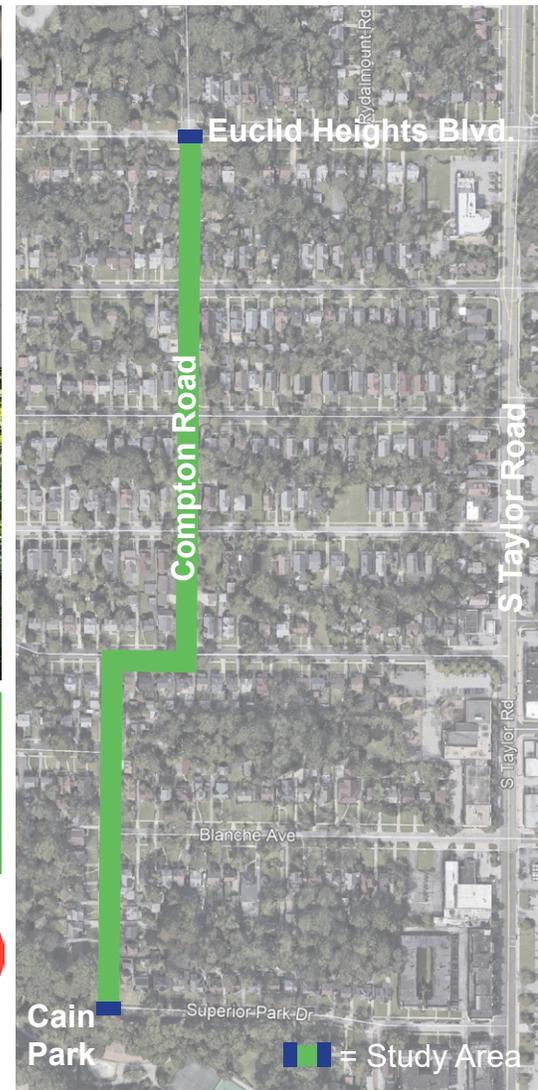
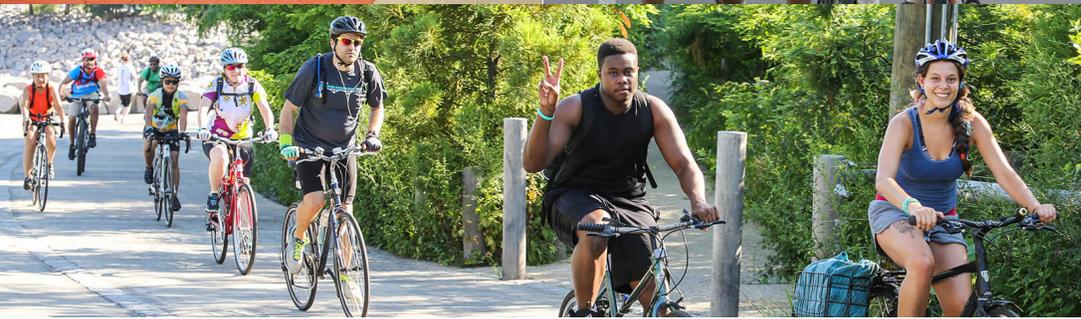
WE NEED YOU TO HELP RE-IMAGINE THE COMPTON ROAD CORRIDOR!



COMPTON ROAD GREENWAY COMMUNITY MEETING

Tuesday, September 24th at 7pm
Cleveland Heights City Hall
Council Chamber
40 Severance Circle, Cleveland Heights

Learn about ways the Compton Road Greenway Study can make a more pedestrian and bike friendly street for all, connecting from Euclid Heights Blvd to Cain Park. We need you to join and be part of the process to help share **YOUR IDEAS** on how to improve Compton Road!



FOR MORE INFO:
clevelandheights.com/compton-greenway



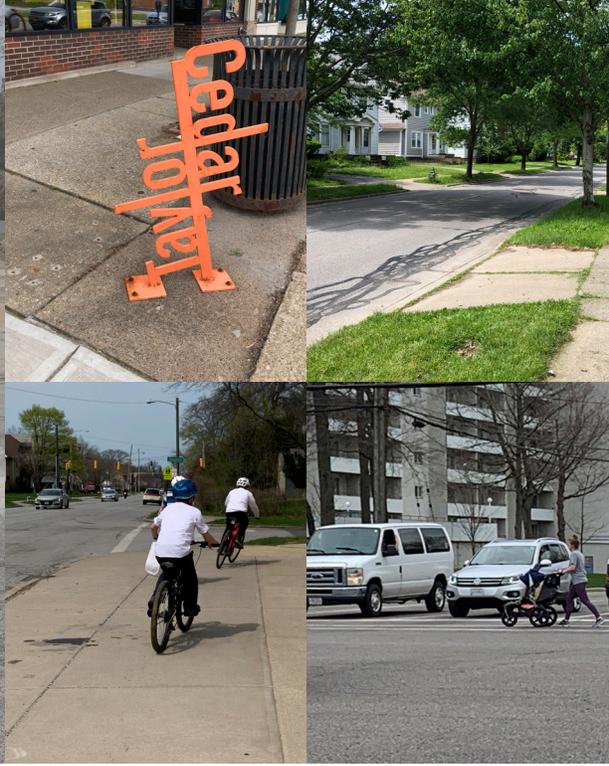
Cain Park

≡ Study Area



**WE NEED TO
HEAR FROM
YOU!**

ABOUT THE FUTURE OF TAYLOR ROAD



Join us for a public meeting to share your opinion on possibilities for the future of Taylor Road. All are encouraged to attend!

**Thursday, September 26th at 7 p.m.
Cleveland Heights City Hall
40 Severance Circle, Cleveland Heights**

The Taylor Road Corridor Study will identify ways to make Taylor Road safer for everyone and more desirable for people walking and biking. Come join us for the second of three public meetings held for this project.

We need your help and input!

Learn more at: www.noaca.org/Taylor



**CITY OF
CLEVELAND
HEIGHTS**





Proj. No. 19-19: E. Drake & D. Johnson, owners of PPN 686-04-006 on Lamberton Road, "A" Single-Family, request lot resubdivision per Code chapters 1111, 1115, & 1121.

Approved, 5-0, with the additional condition that, prior to submitting the plat to the County Recorder, it must be signed by the Director of Law and Director of Planning & Development.

Proj. No. 19-18: FA OH HND, LLC, 2953 Mayfield Road, C3 General Commercial, requests conditional use permit to operate existing Honda dealership for auto sales (new & used) & auto service (major & minor) per Code chapters 1111, 1115, 1131, 1151, 1153, 1161, 1163 & 1166.

Approved, 4-0-1, with the following additional conditions:

1. Applicant shall comply with the Supplemental Standards for Conditional Uses;
2. This use shall not be injurious to the use and enjoyment of other properties in the immediate vicinity or create a nuisance for adjacent properties;
3. The applicants shall work with staff to resolve any complaints from neighbors;
4. The landscape plan dated 12-17-12 by Cornachione & Wallace Architects (approved as part of Project No. 13-2), or other landscape plan approved by the Planning Director, shall be installed by November 1, 2019, and shall be maintained;
5. Architectural Board of Review approval shall be required for any exterior changes to the building, including signage;
6. Landmark Commission approval shall be required for any change to the designated Landmark 1924 City Hall Entrance;
7. Applicant shall comply with all sign regulations in Code chapter 1163, including the prohibition of temporary freestanding signs, pennants, banners, streamers, whirligigs, balloons and other similar devices;
8. Applicant shall comply with the February 10, 2016, Planning Commission-approved site plan (dated 1-11-2016 by Cornachione & Wallace Architects, Inc.), comply with any easements, and shall assure that cars are moved into the service bay areas in a timely fashion to prevent back up onto Superior Road or blocking City service vehicles from entering and exiting the site. Cars may not be parked to the north of the building/flex post line, except where parking spaces are shown on the site plan; and
9. All required construction and installation of the use shall be completed by November 1, 2019.

Proj. No. 19-17: True North Energy LLC, 2310-2314 Lee Road, C2X Multiple Use, requests conditional use permit to open northern Lee Road driveway access to site, creating two driveways onto Lee Road per Code chapters 1111, 1115, 1131, 1151, 1153, 1161 & 1166.

Denied, 5-0, based on the testimony of City Staff, City Engineer and the public, and because the proposal reopens vehicular and pedestrian conflict points, is located so as to disrupt pedestrian activity, may endanger the public health, safety, morals, comfort or general welfare by creating additional places for pedestrian-vehicular conflict, is not in keeping with the intended pedestrian character of the Cedar Lee District and vicinity, would negatively change the pedestrian character of the neighborhood, would be injurious to the use and enjoyment of other property in the immediate vicinity, and there is currently ample ingress and egress to minimize traffic congestion and increase safety.

I hereby certify that the above decisions constitute the final actions taken by the Planning Commission on September 11, 2019. I further certify that this Action Summary was mailed to each applicant on September 12, 2019.

Kara Hamley O'Donnell, Secretary for Planning Commission

9/12/2019

date



CLEVELAND HEIGHTS

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

Monday, September 16, 2019
Regular Meeting
7:30 p.m.

Cleveland Heights City Hall
40 Severance Circle
Cleveland Heights, Ohio

- 1) Roll Call of Council Members
- 2) Excuse absent members
- 3) Approval of the minutes of the regular Council meeting held Monday, September 3, 2019.
- 4) Presentation by Camiros – Noble Road Corridor Study
- 5) Personal communications from citizens
- 6) Report of the City Manager
- 7) Report of the Clerk of Council
- 8) Committee Reports
 - a.) ADMINISTRATIVE SERVICES COMMITTEE
 - b.) FINANCE COMMITTEE
 - c.) HOUSING AND TRANSPORTATION COMMITTEE

ORDINANCE NO. 81-2019 (HT), *Second Reading*. An Ordinance to Vacate a portion of the Street Right-of-Way for Edwards Road, to Reserve an Easement for Utilities and Drainage

Introduced by Council Member _____

Vote	_____	_____	_____
	For	Against	No. Reading

- d.) PLANNING AND DEVELOPMENT COMMITTEE

RESOLUTION NO. 84-2019 (PD). A Resolution authorizing the City Manager to enter into an agreement with Rudy’s Pub for a commercial revolving loan

under the City's Economic Development Loan Fund Program for acquisition of real estate and other assets

Introduced by Council Member _____

Vote _____
For Against No. Reading

RESOLUTION NO. 85-2019 (PD). A Resolution authorizing the City Manager to enter into an agreement with Zhug for a commercial revolving loan under the City's Economic Development Loan Fund Program for acquisition of equipment and other improvements

Introduced by Council Member _____

Vote _____
For Against No. Reading

e.) RECREATION, COMMUNITY AND EXTERNAL RELATIONS COMMITTEE

f.) SAFETY AND MUNICIPAL SERVICES COMMITTEE

ORDINANCE NO. 80-2019 (SMS), *Second Reading.* An Ordinance authorizing all actions necessary to accept Northeast Ohio Public Energy Council 2019 Energized Community Grant(s) Funds

Introduced by Council Member _____

Vote _____
For Against No. Reading

9) Mayor's Report

10) Adjournment

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

NEXT MEETING OF COUNCIL: MONDAY, OCTOBER 7, 2019

Proposed: 09/03/2019

ORDINANCE NO. 81-2019 (HT), Second Reading

By Council Member Dunbar

An Ordinance to Vacate a portion of the Street Right-of-Way for Edwards Road, to Reserve an Easement for Utilities and Drainage, and declaring an emergency.

WHEREAS, by Ordinance No. 7-2018, this Council authorized the City Manager to enter into the Development Agreement with F & C Development, Inc., as amended by Ordinance 135-2018, passed December 3, 2018 (“Agreement”), which Agreement has been executed; and

WHEREAS, said Agreement describes the intended development plan for the site known as Top of the Hill; and

WHEREAS, the development plan requires that Edwards Road, which currently runs through a portion of the Top of the Hill site, be partially vacated to accommodate the proposed buildings and improvements to be constructed; and

WHEREAS, the City has published notice on July 25, August 1, August 8, August 15, August 22, and August 29, 2019, of its intent to declare a portion of Edwards Road, more fully described on the plat attached hereto as Exhibit A, vacated.

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

SECTION 1. This Council declares its intent to vacate the portion of Edwards Rd. more fully described in the attached Exhibit A.

SECTION 2. Such vacation is declared by the City Council upon being satisfied that there is good cause for such vacation, that it will not be detrimental to the general interest, and that it should be made.

SECTION 3. That an easement for utilities and drainage shall be reserved in, over, under and through the area to be vacated, in a form to be executed by the City Manager, and approved as to form by the Director of Law.

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 prevent undue delay to the development of Top of the Hill, and thus delay the City’s receipt of the benefits inherent in Top of the Hill opening. 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.

ORDINANCE NO. 81-2019 (HT)

CAROL ANN ROE, Mayor
President of the Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

CONSOLIDATION, RE-SUBDIVISION, AND VACATION PLAT

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio:
Being a Re-Subdivision and Consolidation of Part of Sublots 4 Through 34, 36 Through 42
And Sublot 59 of J.J. Low's Allotment As Shown by Plat Recorded in Volume 5, Page 31
Of Cuyahoga County Map Records; and All of Sublots 232 Through 236 of a Subdivision of
Original 100 Acre Lots 405 and 406 Made by a Decree of the Cuyahoga County of Common Pleas
Case Number 127782 Recorded in Court Journal Volume 194, Page 427; Along With a Vacation of
Part of Edwards Street (50 Feet Wide), Known as Being Part of Original 100 Acre Lot 405
July 6, 2019 Scale: 1 Inch = 40 Feet

OWNER'S ACCEPTANCE

WE, THE UNDERSIGNED, THE CITY OF CLEVELAND HEIGHTS OHIO, OWNERS OF THE
WITHIN PLATTED LAND, DO HEREBY CONSENT TO, AND ACCEPT THIS RE-SUBDIVISION,
CONSOLIDATION, AND VACATION PLAT OF THE SAME AS SHOWN HEREON

THE CITY OF CLEVELAND HEIGHTS

STATE OF OHIO)
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF
_____, 2019.

NOTARY PUBLIC

COMMISSION EXPIRATION DATE: _____

BOUNDARY CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN
ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE
AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, ALL OF WHICH ARE CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF. IRON MONUMENTS OR PINS AS INDICATED WERE
FOUND OR SET AS SHOWN HEREON. THE TERM CERTIFY AS USED IN THIS STATEMENT IS
UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON
HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A
GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS PLAT WAS PREPARED WITHOUT
THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS REVEALED BY A
EXAMINATION OF THE SAME. ALL IRON PINS SET ARE 5/8" X 30" LONG REBAR WITH A PLASTIC CAP
STAMPED "POLARIS". BEARINGS REFER TO THE OHIO COORDINATE SYSTEM OF 1983 - NORTH ZONE
1986 ADJUSTMENT.

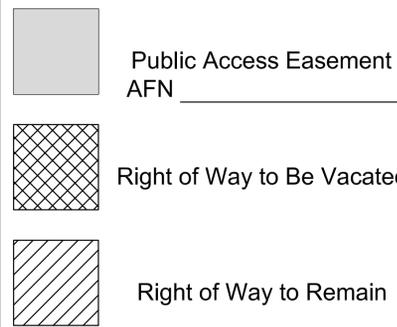
Michael P. Spellacy
MICHAEL SPELLACY P.S. #8169

07/08/2019



CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C-1 R/M	256.66	412.37	132.64	252.54	S80°36'56"E	35°39'40"
C-2 R/M	303.89	2189.38	152.19	303.65	S85°31'50"W	7°57'10"
C-3 Act.	169.62	2229.38	84.85	169.58	S83°44'01"W	4°21'33"
C-3 Rec.	169.63	2202.41		169.59		4°24'47"
C-4 Act.	56.88	372.37	28.50	56.82	N85°55'48"E	8°45'07"
C-4 Rec.	56.89	372.37		56.84		
C-5 Act.	206.57	380.00	105.90	204.03	S76°12'30"E	31°08'45"
C-5 Rec.	204.78	380.00		204.24		
C-6 R/M	54.89	30.00	38.98	47.55	S08°02'34"E	104°49'56"
C-7 Calc.	396.27	1601.42	199.15	395.26	N52°12'43"E	14°10'41"
C-8 Calc.	224.75	1601.42	112.56	224.57	S63°19'17"W	8°02'28"
C-9 Calc.	434.16	1666.42	218.32	432.93	S51°50'13"W	14°55'39"
C-10 Calc.	254.49	1666.42	127.49	254.25	S63°40'33"W	8°45'01"
C-11 Calc.	20.95	1601.42	10.47	20.94	S44°44'53"W	0°44'58"

NOTE: PPN 685-18-011 TO BE TRANSFERRED
TO THE CITY OF CLEVELAND HEIGHTS
PRIOR TO RECORDING OF THIS PLAT



DATE: 07/08/2019
SCALE: HOR. 1" = 40'
VERT. N/A
FOLDER: DWG/Survey
FILENAME: Consolidation
TAB: 01-Consol/Vacation
DRAWN: MPS

BASIS OF BEARINGS
BEARINGS SHOWN
HEREON ARE
BASED ON THE OHIO
STATE PLANE
COORDINATE SYSTEM OF
1983 - NORTH ZONE, 1986
ADJUSTMENT

BOUNDARY SURVEY LEGEND

- 5/8" X 30" IRON PIN (ID: POLARIS) SET
- IRON PIN FOUND
- IRON PIPE FOUND
- MONUMENT BOX FOUND

APPROVALS
THIS PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE
CITY OF CLEVELAND HEIGHTS, OHIO

THIS _____ DAY OF _____, 20____

SECRETARY OF PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE
CITY OF CLEVELAND HEIGHTS, OHIO

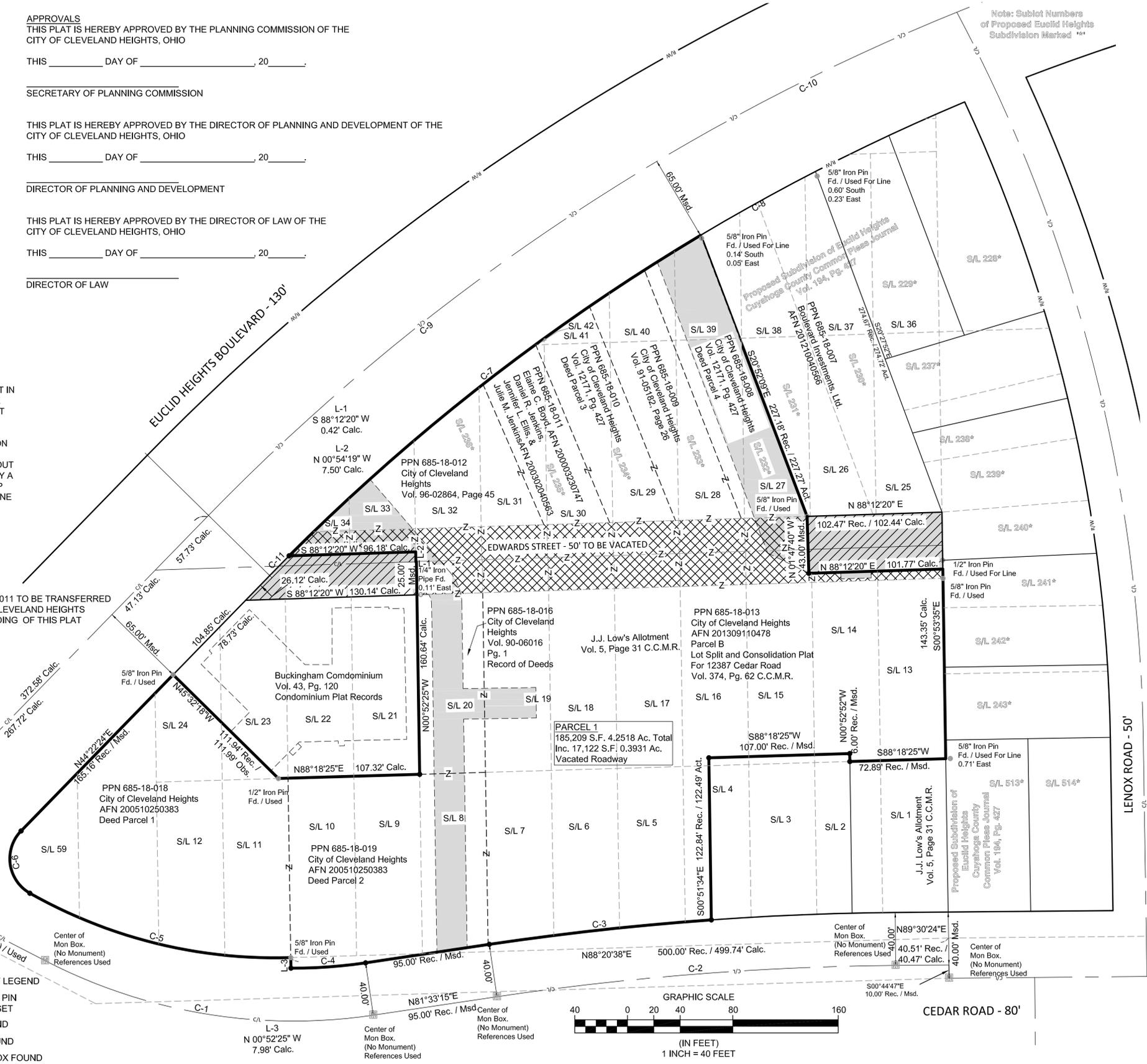
THIS _____ DAY OF _____, 20____

DIRECTOR OF PLANNING AND DEVELOPMENT

THIS PLAT IS HEREBY APPROVED BY THE DIRECTOR OF LAW OF THE
CITY OF CLEVELAND HEIGHTS, OHIO

THIS _____ DAY OF _____, 20____

DIRECTOR OF LAW



Note: Sublot Numbers
of Proposed Euclid Heights
Subdivision Marked *PM

BEACON ON THE HILL
CITY OF CLEVELAND HEIGHTS-CUYAHOGA COUNTY-OHIO

POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (fax)
www.polaris-es.com



**CONSOLIDATION /
VACATION PLAT**

CONTRACT No.	
17248	
SHEET	OF
01	01

Proposed: 09/16/2019

RESOLUTION NO. 84-2019 (PD)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Rudy's Pub for a commercial revolving loan under the City's Economic Development Loan Fund Program for acquisition of real estate and other assets; and declaring an emergency.

WHEREAS, Rudy's Pub is an existing business in the City, located at 2191 Lee Road; and

WHEREAS, Rudy's Pub has applied to the City for a loan under the City's Economic Development Loan Fund Program for financing support to assist in its acquisition of real property and other assets at 2191 Lee Road, which it is currently leasing; and

WHEREAS, this Council has determined that making the requested loan would be consistent with the objectives of the Economic Development Loan Fund Program and would be in the City's best interest; and

WHEREAS, there are Economic Development funds available for this purpose.

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 execute a loan agreement and all necessary documents to make a loan under the City's Economic Development Loan Fund Program to Rudy's Pub, to assist in the acquisition of real property and other assets at 2191 Lee Road. The loan shall be in the sum of One Hundred Twenty-Four Thousand Nine Hundred Thirty-Five Dollars (\$124,935.00), at an interest rate of five percent (5%), with a fifteen (15) year repayment schedule after a ninety (90) day deferral from final disbursement. The loan shall be secured by personal guarantees and cognovit notes from the guarantors Amanda J. Elfers & Quintin Jones; and a lien on equipment at 2191 Lee Road. All documents hereunder 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 timely need to meet the City's loan

RESOLUTION NO. 84-2019 (PD)

closing goals. 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.

CAROL ANN ROE, Mayor
President of the Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

COMMERCIAL LOAN AGREEMENT

between

THE CITY OF CLEVELAND HEIGHTS

and

RUDY'S PUB, LLC

THIS AGREEMENT, made and entered into at Cleveland Heights, Ohio this ____ day of September, 2019 by and between the CITY OF CLEVELAND HEIGHTS, an Ohio Municipal Corporation, 40 Severance Circle, Cleveland Heights, Ohio, 44118 (hereafter the "City" or "Lender"), acting through its City Manager, duly authorized by Resolution No. XX-2019 passed by City Council on September X, 2019, and RUDY'S PUB, LLC (hereafter "Borrower"), an Ohio limited liability corporation, whose mailing address is 2191 Lee Road, Cleveland Heights, Ohio, 44118.

WHEREAS, Borrower intends to own and operate a restaurant at 2191 Lee Road in the City of Cleveland Heights named the "Rudy's Pub;" and

WHEREAS, Borrower has applied to Lender for a loan in the amount of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$124,935.00) (hereafter the "Commercial Revolving Loan") to assist with the purchase of the real property at 2191 Lee Road; and

WHEREAS, Lender desires to make the applied-for Loan to Borrower to enable Borrower to carry out its plans, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the City has determined that the Loan will enable the company to continue its business which will retain low/moderate income jobs, and be in the best interests of the City of Cleveland Heights and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Lender and Borrower agree as follows:

ARTICLE I

PROJECT

SECTION 1.01 PROJECT

Borrower agrees to undertake, or cause to be undertaken, the following activity (hereafter referred to as the "Project"): to own and operate a restaurant at 2191 Lee Road named "Rudy's Pub" in the City of Cleveland Heights, which shall hold or make available a minimum of four (4) (full-time equivalent) jobs to low-to-moderate income persons.

SECTION 1.02 FINANCING SOURCE FOR THE PROJECT

The financing sources for the Project shall include a Commercial Revolving Loan from the City of Cleveland Heights in the sum of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$124,935.00).

SECTION 1.03 TIMETABLE FOR PROJECT ACTIVITIES

Borrower agrees to purchase the real property at 2191 Lee Road on or before January 1, 2020 and continue to operate the restaurant named "Rudy's Pub." Borrower also agrees to meet low-to-moderate income job requirements on or before January 1, 2020. Lender may grant an extension of time to complete the Project if necessary because of unforeseen circumstances. Borrower's request shall be in writing and any granted extension shall be in writing.

SECTION 1.04 GUARANTEE OF COMPLETION AND REPAYMENT

Borrower unconditionally and irrevocably guarantees timely completion of the Project in accordance with Section 1.03 and timely repayment of the Loan in accordance with Article II. To accomplish complete and timely execution of the Project, Borrower shall make payment for any cost overruns.

ARTICLE II

THE LOAN

SECTION 2.01 THE LOAN, RATE AND NOTE

Subject to the terms and conditions of this Agreement, Lender hereby agrees to lend to Borrower, and Borrower agrees to borrow from Lender, the sum of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$124,935.00) for the Project. The loan may be prepaid in full at any time with no prepayment penalty.

SECTION 2.02 USE TERM AND REPAYMENT OF LOANS

The Commercial Revolving Loan in the sum of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$124,935.00) shall be solely for the purpose of acquiring the real property at 2191 Lee Road to continue to operate the restaurant named "Rudy's Pub."

The obligation of the Borrower to repay the Loan shall be evidenced by and repayable in accordance with the terms of the Agreement and in accordance with the terms of a Cognovit Note (hereinafter "Loan Note") of Borrower in a form satisfactory to Lender (or in the form of Exhibit A attached hereto), dated the date on which the Commercial Revolving Loan is made (hereinafter the "Closing Date"), payable to the order of the lender in the amount of the Commercial Revolving Loan with interest on the unpaid principal balance thereof, from time to time outstanding, at a fixed annual rate of five percent (5%).

The Term of the Commercial Revolving Loan shall be for One Hundred Eighty (180) months.

The payment schedule shall start six (6) months after final disbursement continuing in monthly installments of Nine Hundred Eighty Seven Dollars (\$987.00) for an additional one hundred seventy nine (179) months.

The first installment of the loan repayment shall be due six (6) months from the date of the final disbursement. Subsequent installments shall be due in advance on the first day of every calendar month thereafter during the Term of the loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118.

All payments shall be applied first to interest and late fees, and then to principal. If any installment is not paid within fifteen (15) days after it is due, Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

SECTION 2.03 CONDITIONS OF DISBURSEMENT OF LOAN

The City shall disburse the Loan funds to Borrower as set forth herein. No disbursement of loan funds shall be made unless and until all loan documents, mortgages, notes, security agreements, guarantees, insurance certificates, and other required documentation have been properly executed, received, and approved by the City as set forth herein. Upon completion of all required loan documents, disbursement will be done in accordance with the purchase and transfer of the real property at 2191 Lee Road.

SECTION 2.04 UNDERLYING SECURITY

Borrower's obligation to make payments of principal and interest on the Commercial Revolving Loan and any other sums payable hereunder shall be secured by: (i) a lien on the equipment owned by Borrower and located at 2191 Lee Road, valued at _____ (\$_____); (ii) a second Mortgage on the property described in Exhibit B attached hereto, subordinated to a Mortgage from Village Capital, which lien evidenced by such Mortgage shall be free and clear of any additional encumbrances; and (iii) the personal guarantee of Amanda Elfers and Quintin Jones in the form set forth in Exhibit C.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that the following are true with respect to the Borrower and Guarantor:

SECTION 3.01 AUTHORIZATION

The entering into and performance by Borrower of this Agreement and the execution and delivery of the Loan Note and all other documents and instruments required under this Agreement will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Borrower, or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any

other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

SECTION 3.02 LITIGATION

There are no legal actions, suits, or other proceedings pending, or to the knowledge of Borrower, threatened against Borrower before any court or administrative agency which, if determined adversely to Borrower, would have an adverse effect on the financial condition or business of Borrower, which have not be disclosed in writing to Lender.

SECTION 3.03 GOVERNMENTAL CONSENTS

No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Borrower of this Agreement, the Loan Note, Personal Guarantees, or other document.

SECTION 3.04 NO ADVERSE CHANGE

There has been no adverse change since the date of application for the Commercial Revolving Loan in the financial condition, fixed properties, debts, or liabilities of Borrower.

SECTION 3.05 ABSENCE OF DEFAULTS

Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note or otherwise evidence of indebtedness or any mortgage or collateral instrument securing the same.

SECTION 3.06 TAX RETURNS AND PAYMENTS

Borrower has filed all required tax returns and has paid or made provision for the payment of all taxes, if any, which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any federal, state or local taxing agency. No tax liability has been asserted by the Internal Revenue Service or any other taxing agency, (federal, state or local) for taxes materially in excess of those already provided for, and Borrower knows of no basis for any such deficiency assessment.

SECTION 3.07 MATERIAL FACTS

No representation or warranty contained herein or made hereunder and no certificate, schedule, or other document furnished or to be furnished in connection with the transactions contemplated hereby contains or will contain a misstatement of material fact or omits or will omit to state a material fact required to be stated herein or therein in order to ensure that statements contained herein and therein are not misleading.

SECTION 3.08 PROHIBITION OF CONFLICT OF INTEREST

No person who is an employee, officer, agent or consultant of the City of Cleveland Heights, or an elected public official or member of the Cleveland Heights City Council or appointed public official of the City of Cleveland Heights who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision-making process or gain inside information with regard to the Project may obtain a personal or financial interest or benefit from the Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. The above restrictions shall apply to all activities comprising the Project, and shall cover any such interest or benefit during, and any time after, such person's tenure.

SECTION 3.09 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Borrower will comply with all applicable federal, state and local laws, ordinances and administrative rulings pertaining to the Project.

SECTION 3.10 PERFORMANCE ON OTHER CONTRACTS WITH THE CITY

Borrower will fully perform all other contracts with the City, if any, in a timely and workmanlike manner.

ARTICLE IV

CONDITIONS OF LENDING

The obligation of Lender to make the Commercial Revolving Loan shall be subject to the fulfillment on or before the Closing Date of each of the following conditions:

SECTION 4.01 EXECUTION AND DELIVERY OF LOAN AGREEMENT AND NOTE

Borrower shall execute and deliver to Lender this Agreement and the Loan Note, in the form substantially similar to that attached as Exhibit A.

SECTION 4.02 EXECUTION AND DELIVERY OF COLLATERAL DOCUMENTS

Borrower's shall execute and deliver to Lender the mortgage, described in Section 2.04, and attached hereto as Exhibit B; and the personal guarantees of Amanda Elfers and Quintin Jones, attached hereto as Exhibit C.

Borrower acknowledges and understands that the City shall place a lien on the equipment owned by Borrower valued at approximately _____ (\$_____)

SECTION 4.03 HUD APPROVAL

Borrower shall submit sufficient documentation, if required by the United States Department of Housing and Urban Development (“HUD”) or Lender to establish to HUD’s satisfaction that Borrower and/or Guarantor are in compliance with all applicable federal laws and regulations.

SECTION 4.04 GOVERNMENTAL APPROVAL

Borrower shall have secured all necessary approvals and consents of governmental bodies having jurisdiction with respect to any Project activities.

SECTION 4.05 APPROVAL OF OTHERS

Borrower shall have secured all necessary approvals and consents required with respect to this transactions by any creditor or other party having any financial interest in Borrower or its property.

SECTION 4.06 REPRESENTATION AND WARRANTIES

The representation and warranties contained herein shall be true and correct as of the date hereof and the Closing Date. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit D attached hereto.

ARTICLE V

AFFIRMATIVE COVENANTS

Borrower agrees to comply with the following covenants with respect to itself and Guarantor from the date hereof until the Loan has been fully repaid to Lender, or such longer time as specifically provided in the covenant, unless Lender or its assigns otherwise consent in writing:

SECTION 5.01 PAYMENT OF LOANS

Borrower agrees to pay punctually the principal on the Loan Note according to its terms and conditions and to repay punctually any other amounts that may become due and payable to Lender under or pursuant to the terms of this Agreement or the Note.

SECTION 5.02 PAYMENT OF OTHER INDEBTEDNESS

Borrower agrees to pay punctually the principal and interest due on any other indebtedness now or hereafter owing by Borrower to Lender or any other Lender.

SECTION 5.03 MAINTAIN AND INSURE PROPERTIES

Borrower agrees at all times to maintain the real property provided as security for this Loan in such condition and repair that Lender's security will be adequately protected and so that the business carried on in connection therewith may be properly and advantageously carried out at all times. Borrower also agrees to maintain during the term of the Loan adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate in amounts and form sufficient to prevent Borrower from becoming a co-insurer and issued by companies satisfactory to Lender with acceptable loss-payee clauses in favor of Lender. Such insurance insofar as Lender's loss-payee coverage is concerned shall be in an amount of at least \$124,935.00. Borrower further agrees to maintain adequate liability and worker's compensation insurance in amounts and forms satisfactory to Lender, and to provide written proof thereof to Lender upon request.

SECTION 5.04 PAYMENT OF TAXES

Borrower agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its properties or its business(es) prior to the date on which penalties would attach thereto, except that Borrower shall not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that Borrower so advises Lender in writing of such contest and proceedings.

SECTION 5.05 INFORMATION

Borrower agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted accounting principles consistently applied, and to permit Lender or HUD to inspect said books upon reasonable advance notice. In addition, Borrower shall deliver to Lender annual financial statements, certified by Borrower to be true, upon request.

Borrower further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or attorneys.

Borrower further agrees to provide written notice to Lender of any public hearing or meeting before any administrative or other public agency which may in any manner materially affect the real estate securing the Loan.

SECTION 5.06 INDEMNIFICATION

Borrower agrees to indemnify and save Lender, its officials, employees, agents

and assigns harmless against any and all liability with respect to, or resulting from, any delay in Borrower's discharging any of its obligations, or any failure of Borrower to discharge any of its obligations, and in no instance shall any official, employee or agent of Lender or its assigns be personally liable to Borrower.

SECTION 5.07 EXPENSE OF COLLECTION OR ENFORCEMENT

Borrower agrees, if at any time Borrower defaults on any provision of this Agreement, to pay Lender or its assigns, in addition to any other amounts that may be due from Borrower, an amount equal to the reasonable costs and expenses incurred by Lender or its assigns in the collection, enforcement, correction or waiver of such default, including, without limitation, attorneys' fees.

SECTION 5.08 ABSENCE OF RELATIONSHIPS

Borrower agrees that neither the execution and delivery of this Agreement nor the receipt by it of the Loan nor the performance of its obligations hereunder will or shall be deemed to create any relationship between Borrower and Lender, whether as a third-party beneficiary, partner, joint venturer, shareholder, agent, principal or otherwise; and Borrower agrees to make no representation or statement to any party to such effect. Borrower further agrees that Lender is acting as a conduit for the Federal funds comprising the Loan and is in no way lending its aid and credit to Borrower and Borrower agrees to make no representation or statement to any party to such effect.

SECTION 5.09 DISCLOSURE OF DOCUMENTS

Disclosure of documents which are in the possession of the City shall be governed by the applicable federal, state and local laws.

SECTION 5.10 SUPPORT SID AND/OR MERCHANT ASSOCIATION

Borrower shall actively support the Cedar-Lee Special Improvement District's activities. If qualified to become a member of a local Merchant Association within the City, Borrower shall become a member of that Merchant Association and actively support its activities.

ARTICLE VI

NEGATIVE COVENANTS

Borrower covenants and agrees that, from the date of the execution of this Agreement until payment in full of the Loan Note, unless Lender or its assigns shall otherwise consent in writing, it will not undertake any act, enter into any

agreement or make any commitment which the performance of which or failure of performance would constitute a breach of any of the covenants contained in this Agreement including, but not limited to, the following covenants:

SECTION 6.01 LIMITATION OF LIENS

Borrower will not create nor suffer to exist any mortgage, pledge, lien, charge or encumbrance of any kind on any of its properties or assets used as collateral to secure this Commercial Revolving Loan, except as otherwise provided herein or approved in writing by Lender.

SECTION 6.02 TRANSFER OF PROPERTY

Borrower shall not transfer any interest in the property or equipment which are subject of the Mortgage described herein, without the written consent of Lender.

SECTION 6.03 CHANGE IN OWNERSHIP

Borrower will not permit, without the prior written approval of Lender, which approval will not be unreasonably withheld, any material change in the ownership structure, control, or operation of its business including, without limitation, (i) merger into or consolidation with any other persons, firm or corporation; (ii) changing the nature of its business as intended to be carried on at the date hereof; or (iii) substantial distribution, liquidation or other disposal of its assets.

ARTICLE VII

EVENTS OF DEFAULT

The entire unpaid principal of the Loan Note shall become and be immediately due and payable upon the written demand of Lender or its assigns, without any other notice or demand or any kind of presentment or protest, if any one of the following events (hereinafter an "Event of Default") occurs and is continuing at the time of such demands, whether it is voluntarily or involuntarily or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administration or governmental body.

(A) PAYMENT DEFAULT UNDER NOTE

If Borrower shall fail to make payment when due of any installment of principal or other charges on the Note and the default remains

unremedied for sixty (60) days or more.

(B) INCORRECT REPRESENTATIONS OR WARRANTIES

If any representation or warranty contained in or made in connection with the execution and delivery of this Agreement, instrument or certificate furnished pursuant hereto shall prove to have been incorrect in any material respect when made.

(C) DEFAULT IN COVENANTS

If Borrower or any Guarantor defaults in the performance of any other term, covenant or agreement contained in this Agreement or any other Agreement between Borrower and Lender and such default shall continue unremedied for thirty (30) days after written notice thereof was given to Borrower by Lender.

(D) VOLUNTARY INSOLVENCY

If Borrower or any Guarantor become insolvent or ceases to pay its/her debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it/her or a substantial portion of its/her assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or shall make a voluntary assignment for the benefit of creditors.

(E) INVOLUNTARY INSOLVENCY

If an involuntary petition shall be filed against Borrower or any Guarantor under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for its/her property, or of a substantial part of such property, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of Borrower/Guarantor, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded within thirty (30) days after the filing or levy.

(F) JUDGMENTS

If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of TEN THOUSAND DOLLARS (\$10,000.00) shall be rendered against Borrower and/or either Guarantor and, within thirty (30) days, is not discharged, or an appeal therefrom taken and execution thereon effectively stayed pending such

appeal, or, if such judgment be affirmed on such appeal, the same is not discharged within thirty (30) days, or if Borrower/Guarantor has not entered into payment agreement with the judgment/creditor.

(G) FAILURE TO OPERATE RESTAURANT

If at any time during the term of the Revolving Loan, the restaurant known as Rudy's Pub or a City-approved substitute should fail to operate for a period of fourteen (14) or more consecutive days, or shall be closed for more than sixty (60) days in any calendar year, other than for remodeling or renovation, or should be operated by someone other than Rudy's Pub, LLC, or a City-approved substitute then Borrower shall be in default under this loan and all principal and unpaid interest, if any, shall be immediately due and payable. In the event of remodeling/renovation is necessary due to fire or other natural disaster, or is desired for business or cosmetic reasons, such remodeling/renovation shall proceed as quickly as is reasonably possible and Borrower shall give Lender written notice of expected closure within five (5) business days of the closing of the restaurant. In the event that Rudy's Pub relocates operations outside the City then the Borrower shall be in default under this loan and all principal and unpaid interest, if any, shall be immediately due and payable.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 WAIVER OF NOTICE

No failure or delay on the part of Lender in exercising any rights, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement or of the Note, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other further notice or demand in similar or other circumstances.

SECTION 8.02 ENFORCEABILITY

When this Agreement is executed by Borrower and Lender, and when the Loan Note and other required documents are executed and delivered by Borrower for value, each such instrument shall constitute the legal, valid and binding obligation of the parties thereto in accordance with their terms. Any instruments, mortgages and other liens on chattel or real estate shall constitute legal, valid and binding liens free and clear of all prior liens and encumbrances, except those in favor of Lender.

SECTION 8.03 ENTIRE AGREEMENT, AMENDMENTS

This Agreement embodies the entire agreement and understanding between Lender and Borrower and supersedes all prior agreements and understandings relating to the subject matter hereof. Borrower and Lender and their successors and assigns hereby expressly reserve all rights to amend any provision of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or to otherwise deal with any collateral security for the payment of the Note; provided, however, that all such amendments be in writing and executed by Lender or its assigns and Borrower.

SECTION 8.04 SEVERABILITY

Borrower agrees that in the event that any provision of this Agreement or any other instrument executed at closing or the application thereof shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement or such instrument nevertheless shall remain in full force and effect, and to this end, the provisions of all covenants, conditions and agreements described herein are deemed to be separate.

SECTION 8.05 NOTICES

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed by certified mail, prepaid, to Lender and Borrower at the address in the heading or such other address as either party may have designated in writing to the other party hereto.

SECTION 8.06 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All agreements, representations, and warranties made by Borrower herein or any other document or certificate delivered to Lender in connection with the transactions contemplated by this Agreement shall survive the delivery of this Agreement and the Note and shall continue in full force and effect so long as the Loan Note is outstanding.

SECTION 8.07 SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon Borrower, and its successors and assigns, except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written approval of Lender. This Agreement shall inure to the benefit of Lender, its successors and assigns, and all subsequent holders of the Loan Note.

SECTION 8.08 ARTICLE AND SECTION HEADINGS

Article and Section headings used herein are for convenience only and shall not affect the constitution of this Agreement.

SECTION 8.09 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable federal laws and regulations governing the receipt, expenditure and use of the Loan funds including, but not limited to, the following to the extent applicable:

1. Section 106 of the National Historic Preservation Act of 1966;
2. Title VII of the Civil Rights Act of 1968;
3. Section 109 of the Housing and Community Development Act of 1974;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Section 104(j) of the Urban and Rural Recovery Act of 1973; and
7. The regulations and requirements of OMB Circular Nos. 102 and A-87.

SECTION 8.09 COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable local laws and regulations including, but not limited to, Chapter 749, "Fair Practices," of the Codified Ordinances of the City of Cleveland Heights.

IN WITNESS WHEREOF the parties hereto have each caused this Loan Agreement to be duly executed as of the day and the year first written above.

Signed in the presence of:

CITY OF CLEVELAND HEIGHTS, OHIO

By: _____
City Manager

RUDY'S PUB, LLC
2191 Lee Road
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Amanda Elfers, Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Tanisha R. Briley, City Manager of the City of Cleveland Heights, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed personally and as such City Manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2019.

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Amanda Elfers, individually and as member of Rudy's Pub, LLC, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, Ohio, this _____ day of _____, 2019.

Notary Public

Approved as to form:

WILLIAM R. HANNA
Director of Law
Authorized by Resolution No. XX-2019

EXHIBIT A

COGNOVIT NOTE

\$124,935.00 Cleveland Heights, Ohio
September ____, 2019

FOR VALUE RECEIVED, the Undersigned, RUDY'S PUB, LLC ("Maker") promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, Ohio, 40 Severance Circle, Cleveland Heights, Ohio 44118 (the "City") the principal sum of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS (\$124,935.00) with interest thereon as herein set forth. The Term of the Revolving Loan shall be fifteen (15) years or one hundred eighty (180) months. The loan shall be paid in monthly installments of Nine Hundred Eighty Eight Dollars (\$988.00). The first installment shall be due six (6) months from the date of the final disbursement. Subsequent installments shall be due in advance on the first day of every calendar month thereafter during the Term of the Loan. From and including the date hereof until the date of payment in full, the principal balances of this Note from time to time outstanding shall bear interest at an interest rate of five percent (5%) per annum.

This Note is issued pursuant to a Commercial Revolving Loan Agreement, dated September __, 2019, by and between Maker and the City, to which reference hereby is made for a statement of the right of the holder hereof to declare this Note due prior to its stated maturity and the right and obligation of Borrower to repay this Note. In the event Maker should be in default, as defined in said Loan Agreement, this Note shall thereafter bear interest at the rate of ten percent (10%) per annum.

The Undersigned expressly and unconditionally waives presentment and demand of payment, notice of dishonor, protest and other notices of any kind.

Principal and interest hereon shall be payable in lawful money of the United States of America as such place as the holder shall designate in writing to Borrower. This Note shall be governed by Ohio law.

The Undersigned hereby authorizes any attorney-at-law to appear in any court of record in the State of Ohio or any other State of Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment

against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution. No judgment against the Undersigned of this Note shall bar any subsequent judgment against any other party(ies) liable as Maker or Guarantor.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the day and year first above written.

RUDY'S PUB, LLC
2191 Lee Road
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Amanda Elfers, Member

EXHIBIT B

MORTGAGE

This Mortgage is made and entered into this _____ day of September, 2019, by and between the CITY OF CLEVELAND HEIGHTS, 40 Severance Circle, Cleveland Heights, Ohio 44118 (hereinafter referred to as "Mortgagee") and RUDY'S PUB, LCC, an Ohio limited liability corporation, whose mailing address is 2191 Lee Road, Cleveland Heights, Ohio 44118 (hereinafter referred to as Mortgagor").

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, its successors, and assigns, all of the following described property:

Situated in the City of Cleveland Heights, County of Cuyahoga, State of Ohio, and known as being Sublot No. 216 in J.A. Wigmore's Company's Cedarbrook Allotment of part of the Original Warrensville Township Lot(s) Nos. 2 and 3, as shown in the recorded Plat in Volume 59 of Maps, Page 26 of Cuyahoga County Records, and forming a parcel of land 40 feet on the Easterly side of Lee Road and extending back 109.20 feet deep on the Northerly line, 102 feet deep on the Southerly line and having a rear line of 40.64 feet, as appears by said plat be the same more or less, but subject to all legal highways.

2189 Lee Road
Cleveland Heights, Ohio 44118

Permanent Parcel No. 687-06-003

Together with and including, without limitation, all buildings, fixtures, plumbing, heating, lighting, ventilating, refrigerating, incinerating, and air conditioning apparatus (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as a part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described

property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default), to have and to hold the same unto the Mortgagee, and its successors in interest and assigns, forever in fee simple or such other estate, if any is stated herein.

The Mortgagor covenants that it is lawfully seized and possessed of and has the rights to sell and convey said property, subject to any easements of record, and in addition thereto such easements as are necessary for public utilities, subject to applicable zoning laws and further subject to taxes not yet due and payable, that the same is free from all encumbrances and that it hereby binds itself and its heirs, executors, administrators, successors and assigns to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever. Mortgagor covenants that it will comply with all federal, state and local laws regarding the use of the property, and not commit waste or otherwise limit or detract from the useability or marketability of the property.

This instrument is given to secure the payment of a certain Cognovit Note, dated September __, 2019 , in the principal sum of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS (\$124,935.00) (the "Loan Note") signed by Rudy's Pub, LLC, of which Mortgagor Amanda Elfers is a member.

Default in any of the covenants or conditions of this instrument, the Note, or a certain Loan Agreement dated September __. 2019, between Rudy's Pub, LLC and the Mortgagee, City of Cleveland Heights, ("Loan Agreement") secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or its successors or assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all the rents and profits accruing thereafter as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

In the event that the Mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by the Loan Note and subject to the same terms and conditions therein. If the Mortgagor shall pay such principal sums evidenced by the Note and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Mortgage, then this Mortgage shall be canceled and surrendered.

The covenants contained herein shall bind and the benefits and advantages shall incur to the respective heirs, administrators, executors, successors and assigns

of the parties hereto. Whenever used, the singular number shall include the plural, if appropriate, and the use of any gender shall include all genders.

No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or Loan Agreement secured hereby.

A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provision or portions of this instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Executed and delivered in the presence of the following witnesses:

RUDY'S PUB, LLC
2191 Lee Road
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Amanda Elfers, Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Amanda Elfers, individually and as member of Rudy’s Pub, LLC, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
at _____, Ohio, this _____ day of _____, 2019.

Notary Public

EXHIBIT C

UNCONDITIONAL AND CONTINUING GUARANTEE

For one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and to induce the CITY OF CLEVELAND HEIGHTS, OHIO (hereinafter called "Lender"), to extend credit to RUDY'S PUB, LLC (hereinafter called "Borrower"), and in consideration thereof, the Undersigned absolutely and unconditionally guarantees the prompt and punctual payment when due, by acceleration or otherwise, of each obligation, direct, indirect, or contingent, now existing or hereafter created or acquired and howsoever the same may be evidenced or secured (hereinafter called "Guaranteed Obligation"), of the Borrower to the Lender, together with all interest, charges and penalties accruing thereon, and the faithful, punctual and complete observance and performance by the Borrower of all of the covenants, terms and conditions contained in promissory note, drafts, agreements, mortgages and other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

The Undersigned hereby agrees that, without notice to, without consent of, and without affecting the liability of the Undersigned:

1. Any Guaranteed Obligation(s) may be renewed or the maturity thereof extended from time to time and at any rate or rates of interest.
2. Property now or hereafter held as security for or pertaining to any Guaranteed Obligation(s) may be sold, exchanged, surrendered or otherwise dealt with by the Lender.
3. Settlements, compromises, compositions, accounts stated and agreed balances pertaining to any Guaranteed Obligation(s) may be affected in good faith between the Lender and the Borrower.
4. The Lender may take judgment against the Borrower and/or modify, waive, supplement or otherwise change the terms, conditions, provisions, restrictions or liabilities contained in one or more note, drafts, agreements, mortgages or other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party or parties liable thereon or to resort to property held as security therefor or pertaining thereto, before calling upon the Undersigned for payment of any Guaranteed Obligation(s).

The liability of the Undersigned hereunder shall in no way be released,

mitigated or otherwise affected by (i) the release or discharge of the Borrower in any creditors, receivership, bankruptcy or other proceedings, or the commencement or pendency of any such proceedings, (ii) the impairment, limitation or modification of the liability of the Borrower in bankruptcy, or of any remedy for the enforcement of the Borrower's liability under any instrument evidencing any Guaranteed Obligation, or under any other instrument executed and delivered in connection therewith, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute or from a decision in any court; or (iii) any assignment or transfer of any instrument evidencing any Guaranteed Obligation whether by Borrower and/or Lender by operation of law or otherwise.

This Guarantee shall become immediately effective and shall continue indefinitely subject to the right of the Undersigned to terminate liability hereunder as to each obligation of the Borrower arising after written notice of such termination has been received by the Lender. If at any time any whole or partial payment of any Guaranteed Obligation is to be rescinded or must otherwise be restored or returned by Lender upon the insolvency or bankruptcy of Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower, this Guarantee shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made. The Undersigned waives notice of the acceptance hereof, waives demand for payment and protest relative to each Guaranteed Obligation, waives all notices to which the Undersigned must otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Undersigned. This Guarantee shall be construed in accordance with the laws of the State of Ohio, shall inure to the benefit of the Lender, its successors and assigns, and to any other holder(s) of any Guaranteed Obligation(s), and shall be binding upon the heirs, executors, administrators, successors and assigns of the Undersigned.

The Undersigned further agrees that the Guarantee hereunder will not be discharged or affected by the fact that the promissory note, drafts, agreements, mortgages or other instruments evidencing, securing and/or pertaining to any Guaranteed Obligations, or any provision thereof shall be held to be invalid, illegal or unenforceable for any reason. This Guarantee shall remain in full force and effect notwithstanding any legal, contractual or other restriction, limitation, or bar to the Lender proceeding against the Borrower or its properties and assets. This Guarantee shall be liberally construed in favor of the Lender, it being the intention of the Undersigned that the Guarantee hereunder be absolute, continuing and unconditional in any and all circumstances and that this Guarantee shall only be discharged by the complete payment by the Borrower (or the Undersigned) of all debts, liabilities and obligations of the Borrower guaranteed hereby.

The Undersigned shall have no right of reimbursement, subrogation or set-off against the Borrower; and the Undersigned hereby waives, releases and discharges any rights of exoneration which the Undersigned may have with respect to the Note

unless and until the Lender receives payment in full from the Borrower (or the Undersigned) of all debts, liabilities and obligation owing from Borrower to the Lender.

The Undersigned hereby authorizes any attorney-at-law to appear in any Court of Record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Date: September ____, 2019

AMANDA ELFERS

UNCONDITIONAL AND CONTINUING GUARANTEE

For one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and to induce the CITY OF CLEVELAND HEIGHTS, OHIO (hereinafter called "Lender"), to extend credit to RUDY'S PUB, LLC (hereinafter called "Borrower"), and in consideration thereof, the Undersigned absolutely and unconditionally guarantees the prompt and punctual payment when due, by acceleration or otherwise, of each obligation, direct, indirect, or contingent, now existing or hereafter created or acquired and howsoever the same may be evidenced or secured (hereinafter called "Guaranteed Obligation"), of the Borrower to the Lender, together with all interest, charges and penalties accruing thereon, and the faithful, punctual and complete observance and performance by the Borrower of all of the covenants, terms and conditions contained in promissory note, drafts, agreements, mortgages and other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

The Undersigned hereby agrees that, without notice to, without consent of, and without affecting the liability of the Undersigned:

1. Any Guaranteed Obligation(s) may be renewed or the maturity thereof extended from time to time and at any rate or rates of interest.
2. Property now or hereafter held as security for or pertaining to any Guaranteed Obligation(s) may be sold, exchanged, surrendered or otherwise dealt with by the Lender.
3. Settlements, compromises, compositions, accounts stated and agreed balances pertaining to any Guaranteed Obligation(s) may be affected in good faith between the Lender and the Borrower.
4. The Lender may take judgment against the Borrower and/or modify, waive, supplement or otherwise change the terms, conditions, provisions, restrictions or liabilities contained in one or more note, drafts, agreements, mortgages or other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party or parties liable thereon or to resort to property held as security therefor or pertaining thereto, before calling upon the Undersigned for payment of any Guaranteed Obligation(s).

The liability of the Undersigned hereunder shall in no way be released, mitigated or otherwise affected by (i) the release or discharge of the Borrower in any creditors, receivership, bankruptcy or other proceedings, or the commencement or

pendency of any such proceedings, (ii) the impairment, limitation or modification of the liability of the Borrower in bankruptcy, or of any remedy for the enforcement of the Borrower's liability under any instrument evidencing any Guaranteed Obligation, or under any other instrument executed and delivered in connection therewith, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute or from a decision in any court; or (iii) any assignment or transfer of any instrument evidencing any Guaranteed Obligation whether by Borrower and/or Lender by operation of law or otherwise.

This Guarantee shall become immediately effective and shall continue indefinitely subject to the right of the Undersigned to terminate liability hereunder as to each obligation of the Borrower arising after written notice of such termination has been received by the Lender. If at any time any whole or partial payment of any Guaranteed Obligation is to be rescinded or must otherwise be restored or returned by Lender upon the insolvency or bankruptcy of Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower, this Guarantee shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made. The Undersigned waives notice of the acceptance hereof, waives demand for payment and protest relative to each Guaranteed Obligation, waives all notices to which the Undersigned must otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Undersigned. This Guarantee shall be construed in accordance with the laws of the State of Ohio, shall inure to the benefit of the Lender, its successors and assigns, and to any other holder(s) of any Guaranteed Obligation(s), and shall be binding upon the heirs, executors, administrators, successors and assigns of the Undersigned.

The Undersigned further agrees that the Guarantee hereunder will not be discharged or affected by the fact that the promissory note, drafts, agreements, mortgages or other instruments evidencing, securing and/or pertaining to any Guaranteed Obligations, or any provision thereof shall be held to be invalid, illegal or unenforceable for any reason. This Guarantee shall remain in full force and effect notwithstanding any legal, contractual or other restriction, limitation, or bar to the Lender proceeding against the Borrower or its properties and assets. This Guarantee shall be liberally construed in favor of the Lender, it being the intention of the Undersigned that the Guarantee hereunder be absolute, continuing and unconditional in any and all circumstances and that this Guarantee shall only be discharged by the complete payment by the Borrower (or the Undersigned) of all debts, liabilities and obligations of the Borrower guaranteed hereby.

The Undersigned shall have no right of reimbursement, subrogation or set-off against the Borrower; and the Undersigned hereby waives, releases and discharges any rights of exoneration which the Undersigned may have with respect to the Note unless and until the Lender receives payment in full from the Borrower (or the Undersigned) of all debts, liabilities and obligation owing from Borrower to the

Lender.

The Undersigned hereby authorizes any attorney-at-law to appear in any Court of Record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Date: September ____, 2019

QUINTIN JONES

EXHIBIT D

**CERTIFICATE OF NO EVENT OF DEFAULT
AND REPRESENTATIONS AND WARRANTIES**

The undersigned, pursuant to a certain Commercial Revolving Loan Agreement, dated September __, 2019, (the "Loan Agreement"), by and between RUDY'S PUB, LLC ("Borrower") and the CITY OF CLEVELAND HEIGHTS ("City"), hereby certifies that:

(a) At the date hereof, no event or condition that constitutes an Event of Default (as defined in the Loan Agreement) or which, after notice or lapse of time or both, would constitute an Event of Default, exists or will result from Borrower's acceptance of the Loan pursuant to the Loan Agreement; and

(b) At the date hereof, the representations and warranties of RUDY'S PUB, LLC, contained in Article III of the Loan Agreement are true and correct, and the conditions of the Loan have been duly satisfied as of the Closing Date.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of September, 2019.

Signed in the presence of:

By: _____
Amanda Elfers, Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Amanda Elfers, individually and as member of Rudy's Pub, LLC, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of the limited liability

company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
at _____, Ohio, this _____ day of _____, 2019.

Notary Public

Proposed: 09/16/2019

RESOLUTION NO. 85-2019 (PD)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with Zhug for a commercial revolving loan under the City's Economic Development Loan Fund Program for acquisition of equipment and other improvements; and declaring an emergency.

WHEREAS, Zhug, a proposed restaurant in the Cedar Fairmount Commercial District, has applied to the City for a loan under the City's Economic Development Loan Fund Program for acquisition of equipment and other improvements to the commercial space at 12413 Cedar Road, Cleveland Heights; and

WHEREAS, this Council has determined that making the requested loan would be consistent with the objectives of the Economic Development Loan Fund Program and would be in the City's best interest; and

WHEREAS, there are Economic Development funds available for this purpose.

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 execute a loan agreement and all necessary documents to make a loan under the City's Economic Development Loan Fund Program to Zhug, to assist in the acquisition of equipment and other improvements to the commercial space at 12413 Cedar Road. The loan shall be in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), at an interest rate of two percent (2%), with a seven (7) year repayment schedule after a one hundred eighty (180) day deferral from final disbursement. The loan shall be secured by a personal guarantee and cognovit note from the guarantor Douglas Katz; and a first priority mortgage on the commercial property located at 1975 Lee Road. All documents hereunder 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 timey need to meet the City's loan closing goals. Wherefore, provided it receives the affirmative vote of five (5) or more of the

RESOLUTION NO. 85-2019 (PD)

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.

CAROL ANN ROE, Mayor
President of the Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

COMMERCIAL LOAN AGREEMENT

between

THE CITY OF CLEVELAND HEIGHTS

and

ZHUG, LLC

THIS AGREEMENT, made and entered into at Cleveland Heights, Ohio this ____ day of September, 2019 by and between the CITY OF CLEVELAND HEIGHTS, an Ohio Municipal Corporation, 40 Severance Circle, Cleveland Heights, Ohio, 44118 (hereafter the “City” or “Lender”), acting through its City Manager, duly authorized by Resolution No. XX-2019 passed by City Council on September X, 2019, and ZHUG, LLC (hereafter “Borrower”), an Ohio limited liability corporation, whose mailing address is 12413 Cedar Road, Cleveland Heights, Ohio, 44106.

WHEREAS, Borrower intends to own and operate a restaurant at 12413 Cedar Road in the City of Cleveland Heights to be named “Zhug;” and

WHEREAS, Borrower has applied to Lender for a loan in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (hereafter the “Commercial Revolving Loan”) to assist with the establishment of Zhug; and

WHEREAS, Lender desires to make the applied-for Loan to Borrower to enable Borrower to carry out its plans, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the City has determined that the Loan will enable the company to establish its business which will create low/moderate income jobs, and be in the best interests of the City of Cleveland Heights and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Lender and Borrower agree as follows:

ARTICLE I

PROJECT

SECTION 1.01 PROJECT

Borrower agrees to undertake, or cause to be undertaken, the following activity (hereafter referred to as the "Project"): to own and operate a restaurant at 12413 Cedar Road named "Zhug" in the City of Cleveland Heights, which shall hold or make available a minimum of five (5) (full-time equivalent) jobs to low-to-moderate income persons.

SECTION 1.02 FINANCING SOURCE FOR THE PROJECT

The financing sources for the Project shall include a Commercial Revolving Loan from the City of Cleveland Heights in the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00).

SECTION 1.03 TIMETABLE FOR PROJECT ACTIVITIES

Borrower agrees to open Zhug on or before January 1, 2020. Borrower also agrees to meet low-to-moderate income job requirements on or before March 1, 2020. Lender may grant an extension of time to complete the Project if necessary because of unforeseen circumstances. Borrower's request shall be in writing and any granted extension shall be in writing.

SECTION 1.04 GUARANTEE OF COMPLETION AND REPAYMENT

Borrower unconditionally and irrevocably guarantees timely completion of the Project in accordance with Section 1.03 and timely repayment of the Loan in accordance with Article II. To accomplish complete and timely execution of the Project, Borrower shall make payment for any cost overruns.

ARTICLE II

THE LOAN

SECTION 2.01 THE LOAN, RATE AND NOTE

Subject to the terms and conditions of this Agreement, Lender hereby agrees to lend to Borrower, and Borrower agrees to borrow from Lender, the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$150,00.00) for the Project. The loan may be prepaid in full at any time with no prepayment penalty.

SECTION 2.02 USE TERM AND REPAYMENT OF LOANS

The Commercial Revolving Loan in the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$150,00.00) shall be solely for the purpose of assisting with the establishment of Zhug.

The obligation of the Borrower to repay the Loan shall be evidenced by and repayable in accordance with the terms of the Agreement and in accordance with the terms of a Cognovit Note (hereinafter "Loan Note") of Borrower in a form satisfactory to Lender (or in the form of Exhibit A attached hereto), dated the date on which the Commercial Revolving Loan is made (hereinafter the "Closing Date"), payable to the order of the lender in the amount of the Commercial Revolving Loan with interest on the unpaid principal balance thereof, from time to time outstanding, at a fixed annual rate of two percent (2%).

The Term of the Commercial Revolving Loan shall be for Eighty-Four (84) months.

The payment schedule shall start six (6) months after final disbursement continuing in monthly installments of One Thousand Nine Hundred Twenty Dollars (\$1,920.00) for an additional eighty-three (83) months.

The first installment of the loan repayment shall be due six (6) months from the date of the final disbursement. Subsequent installments shall be due in advance on the first day of every calendar month thereafter during the Term of the loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118.

All payments shall be applied first to interest and late fees, and then to principal. If any installment is not paid within fifteen (15) days after it is due,

Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

SECTION 2.03 CONDITIONS OF DISBURSEMENT OF LOAN

The City shall disburse the Loan funds to Borrower as set forth herein. No disbursement of loan funds shall be made unless and until all loan documents, mortgages, notes, security agreements, guarantees, insurance certificates, and other required documentation have been properly executed, received, and approved by the City as set forth herein. Upon completion of all required loan documents, disbursement will be done on a reimbursement basis with the borrower submitting required documentation of incurred eligible expenses.

SECTION 2.04 UNDERLYING SECURITY

Borrower's obligation to make payments of principal and interest on the Commercial Revolving Loan and any other sums payable hereunder shall be secured by: (i) a first Mortgage on the property described in Exhibit B attached hereto, which lien evidenced by such Mortgage shall be free and clear of all prior liens and encumbrances; and (ii) the personal guarantee of Douglas Katz in the form set forth in Exhibit C.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that the following are true with respect to the Borrower and Guarantor:

SECTION 3.01 AUTHORIZATION

The entering into and performance by Borrower of this Agreement and the execution and delivery of the Loan Note and all other documents and instruments required under this Agreement will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Borrower, or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

SECTION 3.02 LITIGATION

There are no legal actions, suits, or other proceedings pending, or to the knowledge of Borrower, threatened against Borrower before any court or administrative agency which, if determined adversely to Borrower, would have an adverse effect on the financial condition or business of Borrower, which have not be disclosed in writing to Lender.

SECTION 3.03 GOVERNMENTAL CONSENTS

No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Borrower of this Agreement, the Loan Note, Personal Guarantees, or other document.

SECTION 3.04 NO ADVERSE CHANGE

There has been no adverse change since the date of application for the Commercial Revolving Loan in the financial condition, fixed properties, debts, or liabilities of Borrower.

SECTION 3.05 ABSENCE OF DEFAULTS

Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note or otherwise evidence of indebtedness or any mortgage or collateral instrument securing the same.

SECTION 3.06 TAX RETURNS AND PAYMENTS

Borrower has filed all required tax returns and has paid or made provision for the payment of all taxes, if any, which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any federal, state or local taxing agency. No tax liability has been asserted by the Internal Revenue Service or any other taxing agency, (federal, state or local) for taxes materially in excess of those already provided for, and Borrower knows of no basis for any such deficiency assessment.

SECTION 3.07 MATERIAL FACTS

No representation or warranty contained herein or made hereunder and no certificate, schedule, or other document furnished or to be furnished in connection with the transactions contemplated hereby contains or will contain a misstatement of material fact or omits or will omit to state a material fact required to be stated herein or therein in order to ensure that statements contained herein and therein are not misleading.

SECTION 3.08 PROHIBITION OF CONFLICT OF INTEREST

No person who is an employee, officer, agent or consultant of the City of Cleveland Heights, or an elected public official or member of the Cleveland Heights City Council or appointed public official of the City of Cleveland Heights who exercises or has exercised any

functions or responsibilities with respect to the Project or who is in a position to participate in a decision-making process or gain inside information with regard to the Project may obtain a personal or financial interest or benefit from the Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. The above restrictions shall apply to all activities comprising the Project, and shall cover any such interest or benefit during, and any time after, such person's tenure.

SECTION 3.09 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Borrower will comply with all applicable federal, state and local laws, ordinances and administrative rulings pertaining to the Project.

SECTION 3.10 PERFORMANCE ON OTHER CONTRACTS WITH THE CITY

Borrower will fully perform all other contracts with the City, if any, in a timely and workmanlike manner.

ARTICLE IV

CONDITIONS OF LENDING

The obligation of Lender to make the Commercial Revolving Loan shall be subject to the fulfillment on or before the Closing Date of each of the following conditions:

SECTION 4.01 EXECUTION AND DELIVERY OF LOAN AGREEMENT AND NOTE

Borrower shall execute and deliver to Lender this Agreement and the Loan Note, in the form substantially similar to that attached as Exhibit A.

SECTION 4.02 EXECUTION AND DELIVERY OF COLLATERAL DOCUMENTS

Borrower's shall execute and deliver to Lender the mortgage, described in Section 2.04, and attached hereto as Exhibit B; and the personal guarantee of Douglas Katz, attached hereto as Exhibit C.

SECTION 4.03 HUD APPROVAL

Borrower shall submit sufficient documentation, if required by the United States Department of Housing and Urban Development (“HUD”) or Lender to establish to HUD’s satisfaction that Borrower and/or Guarantor are in compliance with all applicable federal laws and regulations.

SECTION 4.04 GOVERNMENTAL APPROVAL

Borrower shall have secured all necessary approvals and consents of governmental bodies having jurisdiction with respect to any Project activities.

SECTION 4.05 APPROVAL OF OTHERS

Borrower shall have secured all necessary approvals and consents required with respect to this transactions by any creditor or other party having any financial interest in Borrower or its property.

SECTION 4.06 REPRESENTATION AND WARRANTIES

The representation and warranties contained herein shall be true and correct as of the date hereof and the Closing Date. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit D attached hereto.

ARTICLE V

AFFIRMATIVE COVENANTS

Borrower agrees to comply with the following covenants with respect to itself and Guarantor from the date hereof until the Loan has been fully repaid to Lender, or such longer time as specifically provided in the covenant, unless Lender or its assigns otherwise consent in writing:

SECTION 5.01 PAYMENT OF LOANS

Borrower agrees to pay punctually the principal on the Loan Note according to its terms and conditions and to repay punctually any other amounts that may become due and payable to Lender under or pursuant to the terms of this Agreement or the Note.

SECTION 5.02 PAYMENT OF OTHER INDEBTEDNESS

Borrower agrees to pay punctually the principal and interest due on any other indebtedness now or hereafter owing by Borrower to Lender or any other Lender.

SECTION 5.03 MAINTAIN AND INSURE PROPERTIES

Borrower agrees at all times to maintain the real property provided as security for this Loan in such condition and repair that Lender's security will be adequately protected and so that the business carried on in connection therewith may be properly and advantageously carried out at all times. Borrower also agrees to maintain during the term of the Loan adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate in amounts and form sufficient to prevent Borrower from becoming a co-insurer and issued by companies satisfactory to Lender with acceptable loss-payee clauses in favor of Lender. Such insurance insofar as Lender's loss-payee coverage is concerned shall be in an amount of at least \$150,000.00. Borrower further agrees to maintain adequate liability and worker's compensation insurance in amounts and forms satisfactory to Lender, and to provide written proof thereof to Lender upon request.

SECTION 5.04 PAYMENT OF TAXES

Borrower agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its properties or its business(es) prior to the date on which penalties would attach thereto, except that Borrower shall not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that Borrower so advises Lender in writing of such contest and proceedings.

SECTION 5.05 INFORMATION

Borrower agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted accounting principles consistently applied, and to permit Lender or HUD to inspect said books upon reasonable advance notice. In addition, Borrower shall deliver to Lender annual financial statements, certified by Borrower to be true, upon request.

Borrower further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or attorneys.

Borrower further agrees to provide written notice to Lender of any public hearing or meeting before any administrative or other public agency which may in any manner materially affect the real estate securing the Loan.

SECTION 5.06 INDEMNIFICATION

Borrower agrees to indemnify and save Lender, its officials, employees, agents

and assigns harmless against any and all liability with respect to, or resulting from, any delay in Borrower's discharging any of its obligations, or any failure of Borrower to discharge any of its obligations, and in no instance shall any official, employee or agent of Lender or its assigns be personally liable to Borrower.

SECTION 5.07 EXPENSE OF COLLECTION OR ENFORCEMENT

Borrower agrees, if at any time Borrower defaults on any provision of this Agreement, to pay Lender or its assigns, in addition to any other amounts that may be due from Borrower, an amount equal to the reasonable costs and expenses incurred by Lender or its assigns in the collection, enforcement, correction or waiver of such default, including, without limitation, attorneys' fees.

SECTION 5.08 ABSENCE OF RELATIONSHIPS

Borrower agrees that neither the execution and delivery of this Agreement nor the receipt by it of the Loan nor the performance of its obligations hereunder will or shall be deemed to create any relationship between Borrower and Lender, whether as a third-party beneficiary, partner, joint venturer, shareholder, agent, principal or otherwise; and Borrower agrees to make no representation or statement to any party to such effect. Borrower further agrees that Lender is acting as a conduit for the Federal funds comprising the Loan and is in no way lending its aid and credit to Borrower and Borrower agrees to make no representation or statement to any party to such effect.

SECTION 5.09 DISCLOSURE OF DOCUMENTS

Disclosure of documents which are in the possession of the City shall be governed by the applicable federal, state and local laws.

SECTION 5.10 SUPPORT SID AND/OR MERCHANT ASSOCIATION

Borrower shall actively support the Cedar-Fairmount Special Improvement District's activities. If qualified to become a member of a local Merchant Association within the City, Borrower shall become a member of that Merchant Association and actively support its activities.

ARTICLE VI

NEGATIVE COVENANTS

Borrower covenants and agrees that, from the date of the execution of this Agreement until payment in full of the Loan Note, unless Lender or its assigns shall otherwise consent in writing, it will not undertake any act, enter into any

agreement or make any commitment which the performance of which or failure of performance would constitute a breach of any of the covenants contained in this Agreement including, but not limited to, the following covenants:

SECTION 6.01 LIMITATION OF LIENS

Borrower will not create nor suffer to exist any mortgage, pledge, lien, charge or encumbrance of any kind on any of its properties or assets used as collateral to secure this Commercial Revolving Loan, except as otherwise provided herein or approved in writing by Lender.

SECTION 6.02 TRANSFER OF PROPERTY

Borrower shall not transfer any interest in the property or equipment which are subject of the Mortgage described herein, without the written consent of Lender.

SECTION 6.03 CHANGE IN OWNERSHIP

Borrower will not permit, without the prior written approval of Lender, which approval will not be unreasonably withheld, any material change in the ownership structure, control, or operation of its business including, without limitation, (i) merger into or consolidation with any other persons, firm or corporation; (ii) changing the nature of its business as intended to be carried on at the date hereof; or (iii) substantial distribution, liquidation or other disposal of its assets.

ARTICLE VII

EVENTS OF DEFAULT

The entire unpaid principal of the Loan Note shall become and be immediately due and payable upon the written demand of Lender or its assigns, without any other notice or demand or any kind of presentment or protest, if any one of the following events (hereinafter an "Event of Default") occurs and is continuing at the time of such demands, whether it is voluntarily or involuntarily or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administration or governmental body.

(A) PAYMENT DEFAULT UNDER NOTE

If Borrower shall fail to make payment when due of any installment of principal or other charges on the Note and the default remains

unremedied for sixty (60) days or more.

(B) INCORRECT REPRESENTATIONS OR WARRANTIES

If any representation or warranty contained in or made in connection with the execution and delivery of this Agreement, instrument or certificate furnished pursuant hereto shall prove to have been incorrect in any material respect when made.

(C) DEFAULT IN COVENANTS

If Borrower or any Guarantor defaults in the performance of any other term, covenant or agreement contained in this Agreement or any other Agreement between Borrower and Lender and such default shall continue unremedied for thirty (30) days after written notice thereof was given to Borrower by Lender.

(D) VOLUNTARY INSOLVENCY

If Borrower or any Guarantor become insolvent or ceases to pay its/her debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it/her or a substantial portion of its/her assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or shall make a voluntary assignment for the benefit of creditors.

(E) INVOLUNTARY INSOLVENCY

If an involuntary petition shall be filed against Borrower or any Guarantor under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for its/her property, or of a substantial part of such property, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of Borrower/Guarantor, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded within thirty (30) days after the filing or levy.

(F) JUDGMENTS

If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of TEN THOUSAND DOLLARS (\$10,000.00) shall be rendered against Borrower and/or either Guarantor and, within thirty (30) days, is not discharged, or an appeal therefrom taken and execution thereon effectively stayed pending such

appeal, or, if such judgment be affirmed on such appeal, the same is not discharged within thirty (30) days, or if Borrower/Guarantor has not entered into payment agreement with the judgment/creditor.

(G) FAILURE TO OPERATE RESTAURANT

If at any time during the term of the Revolving Loan, the restaurant known as Zhug or a City-approved substitute should fail to operate for a period of fourteen (14) or more consecutive days, or shall be closed for more than sixty (60) days in any calendar year, other than for remodeling or renovation, or should be operated by someone other than Zhug, LLC, or a City-approved substitute then Borrower shall be in default under this loan and all principal and unpaid interest, if any, shall be immediately due and payable. In the event of remodeling/renovation is necessary due to fire or other natural disaster, or is desired for business or cosmetic reasons, such remodeling/renovation shall proceed as quickly as is reasonably possible and Borrower shall give Lender written notice of expected closure within five (5) business days of the closing of the restaurant. In the event that Zhug relocates operations outside the City then the Borrower shall be in default under this loan and all principal and unpaid interest, if any, shall be immediately due and payable.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 WAIVER OF NOTICE

No failure or delay on the part of Lender in exercising any rights, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement or of the Note, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other further notice or demand in similar or other circumstances.

SECTION 8.02 ENFORCEABILITY

When this Agreement is executed by Borrower and Lender, and when the Loan Note and other required documents are executed and delivered by Borrower for value, each such instrument shall constitute the legal, valid and binding obligation of the parties thereto in accordance with their terms. Any instruments, mortgages and other liens on chattel or real estate shall constitute legal, valid and binding liens free and clear of all prior liens and encumbrances, except those in favor of Lender.

SECTION 8.03 ENTIRE AGREEMENT, AMENDMENTS

This Agreement embodies the entire agreement and understanding between Lender and Borrower and supersedes all prior agreements and understandings relating to the subject matter hereof. Borrower and Lender and their successors and assigns hereby expressly reserve all rights to amend any provision of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or to otherwise deal with any collateral security for the payment of the Note; provided, however, that all such amendments be in writing and executed by Lender or its assigns and Borrower.

SECTION 8.04 SEVERABILITY

Borrower agrees that in the event that any provision of this Agreement or any other instrument executed at closing or the application thereof shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement or such instrument nevertheless shall remain in full force and effect, and to this end, the provisions of all covenants, conditions and agreements described herein are deemed to be separate.

SECTION 8.05 NOTICES

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed by certified mail, prepaid, to Lender and Borrower at the address in the heading or such other address as either party may have designated in writing to the other party hereto.

SECTION 8.06 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All agreements, representations, and warranties made by Borrower herein or any other document or certificate delivered to Lender in connection with the transactions contemplated by this Agreement shall survive the delivery of this Agreement and the Note and shall continue in full force and effect so long as the Loan Note is outstanding.

SECTION 8.07 SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon Borrower, and its successors and assigns, except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written approval of Lender. This Agreement shall inure to the benefit of Lender, its successors and assigns, and all subsequent holders of the Loan Note.

SECTION 8.08 ARTICLE AND SECTION HEADINGS

Article and Section headings used herein are for convenience only and shall not affect the constitution of this Agreement.

SECTION 8.09 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable federal laws and regulations governing the receipt, expenditure and use of the Loan funds including, but not limited to, the following to the extent applicable:

1. Section 106 of the National Historic Preservation Act of 1966;
2. Title VII of the Civil Rights Act of 1968;
3. Section 109 of the Housing and Community Development Act of 1974;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Section 104(j) of the Urban and Rural Recovery Act of 1973; and
7. The regulations and requirements of OMB Circular Nos. 102 and A-87.

SECTION 8.09 COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable local laws and regulations including, but not limited to, Chapter 749, "Fair Practices," of the Codified Ordinances of the City of Cleveland Heights.

IN WITNESS WHEREOF the parties hereto have each caused this Loan Agreement to be duly executed as of the day and the year first written above.

Signed in the presence of:

CITY OF CLEVELAND HEIGHTS, OHIO

By: _____
City Manager

ZHUG, LLC
12413 Cedar Road
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Douglas Katz, Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Tanisha R. Briley, City Manager of the City of Cleveland Heights, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed personally and as such City Manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2019.

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Douglas Katz, individually and as member of Zhug, LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, Ohio, this _____ day of _____, 2019.

Notary Public

Approved as to form:

WILLIAM R. HANNA
Director of Law
Authorized by Resolution No. XX-2019

EXHIBIT A

COGNOVIT NOTE

\$150,000.00 Cleveland Heights, Ohio
September ____, 2019

FOR VALUE RECEIVED, the Undersigned, ZHUG, LLC (“Maker”) promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, Ohio, 40 Severance Circle, Cleveland Heights, Ohio 44118 (the “City”) the principal sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) with interest thereon as herein set forth. The Term of the Revolving Loan shall be seven (7) years or eighty-four (84) months. The loan shall be paid in monthly installments of One Thousand Nine Hundred Twenty Dollars (\$1,920.00). The first installment shall be due six (6) months from the date of the final disbursement. Subsequent installments shall be due in advance on the first day of every calendar month thereafter during the Term of the Loan. From and including the date hereof until the date of payment in full, the principal balances of this Note from time to time outstanding shall bear interest at an interest rate of two percent (2%) per annum.

This Note is issued pursuant to a Commercial Revolving Loan Agreement, dated September __, 2019, by and between Maker and the City, to which reference hereby is made for a statement of the right of the holder hereof to declare this Note due prior to its stated maturity and the right and obligation of Borrower to repay this Note. In the event Maker should be in default, as defined in said Loan Agreement, this Note shall thereafter bear interest at the rate of ten percent (10%) per annum.

The Undersigned expressly and unconditionally waives presentment and demand of payment, notice of dishonor, protest and other notices of any kind.

Principal and interest hereon shall be payable in lawful money of the United States of America as such place as the holder shall designate in writing to Borrower. This Note shall be governed by Ohio law.

The Undersigned hereby authorizes any attorney-at-law to appear in any court of record in the State of Ohio or any other State of Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the

amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution. No judgment against the Undersigned of this Note shall bar any subsequent judgment against any other party(ies) liable as Maker or Guarantor.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the day and year first above written.

ZHUG, LLC
12413 Cedar Road
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Douglas Katz, Member

EXHIBIT B

MORTGAGE

This Mortgage is made and entered into this _____ day of September, 2019, by and between the CITY OF CLEVELAND HEIGHTS, 40 Severance Circle, Cleveland Heights, Ohio 44118 (hereinafter referred to as “Mortgagee”) and ZHUG, LCC, an Ohio limited liability corporation, whose mailing address is 12413 Cedar Road, Cleveland Heights, Ohio 44106 (hereinafter referred to as Mortgagor”).

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, its successors, and assigns, all of the following described property:

Parcel No. 1

Situated in the City of Cleveland Heights, County of Cuyahoga, State of Ohio and known as being Sublots Nos. 1, 2 and 3 in in the Cedar Heights Land Company’s East Overlook Berkshire subdivision of part of original Euclid Township Lots Nos. 16 and 49, as shown by the recorded plat in Volume 66 of Maps, Page 31 of Cuyahoga County Records and together forming a parcel of land having a frontage of 135.17 feet on the Easterly side of Lee Road, 23.39 feet on the curved turnout between said Easterly line and the Southeasterly line of East Overlook Road and extending back 125 feet on the Southerly line and having a rear line of 150 feet as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 2

Situated in the City of Cleveland Heights, County of Cuyahoga, State of Ohio and known as being Sublots Nos. 1, 2 and 3 in in the Cedar Heights Land Company’s East Overlook Berkshire subdivision of part of original Euclid Township Lots Nos. 16 and 49, as shown by the recorded plat in Volume 66 of Maps, Page 31 of Cuyahoga County Records and being 50 feet on the Easterly side of Lee Road and extending back between parallel lines 125 feet deep, as appears by said plat, be the same more or less, but subject to all legal highways.

1975 Lee Road
Cleveland Heights, Ohio 44118

Permanent Parcel No. 687-01-029 (listed together with 687-01-030, 687-01-03 & 687-01-032)

Together with and including, without limitation, all buildings, fixtures, plumbing, heating, lighting, ventilating, refrigerating, incinerating, and air conditioning apparatus (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as a part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default), to have and to hold the same unto the Mortgagee, and its successors in interest and assigns, forever in fee simple or such other estate, if any is stated herein.

The Mortgagor covenants that it is lawfully seized and possessed of and has the rights to sell and convey said property, subject to any easements of record, and in addition thereto such easements as are necessary for public utilities, subject to applicable zoning laws and further subject to taxes not yet due and payable, that the same is free from all encumbrances and that it hereby binds itself and its heirs, executors, administrators, successors and assigns to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever. Mortgagor covenants that it will comply with all federal, state and local laws regarding the use of the property, and not commit waste or otherwise limit or detract from the useability or marketability of the property.

This instrument is given to secure the payment of a certain Cognovit Note, dated September __, 2019 , in the principal sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "Loan Note") signed by Zhug, LLC, of which Mortgagor Douglas Katz is a member.

Default in any of the covenants or conditions of this instrument, the Note, or a certain Loan Agreement dated September __. 2019, between Zhug, LLC and the Mortgagee, City of Cleveland Heights, ("Loan Agreement") secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or its successors or assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all the rents and profits accruing thereafter as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

In the event that the Mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by the Loan Note and subject to the same terms and conditions therein. If the Mortgagor shall pay such principal sums evidenced by the Note and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Mortgage, then this Mortgage shall be canceled and surrendered.

The covenants contained herein shall bind and the benefits and advantages shall incur to the respective heirs, administrators, executors, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, if appropriate, and the use of any gender shall include all genders.

No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or Loan Agreement secured hereby.

A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provision or portions of this instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Executed and delivered in the presence of the following witnesses:

THE KATZ CLUB, LLC
2179 Lee Road
Cleveland Heights, Ohio,
EIN# NO: _____

Signed in the presence of:

By: _____
Douglas Katz, Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Douglas Katz, individually and as member of The Katz Club, LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
at _____, Ohio, this _____ day of _____, 2019.

Notary Public

EXHIBIT C

UNCONDITIONAL AND CONTINUING GUARANTEE

For one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and to induce the CITY OF CLEVELAND HEIGHTS, OHIO (hereinafter called "Lender"), to extend credit to ZHUG, LLC (hereinafter called "Borrower"), and in consideration thereof, the Undersigned absolutely and unconditionally guarantees the prompt and punctual payment when due, by acceleration or otherwise, of each obligation, direct, indirect, or contingent, now existing or hereafter created or acquired and howsoever the same may be evidenced or secured (hereinafter called "Guaranteed Obligation"), of the Borrower to the Lender, together with all interest, charges and penalties accruing thereon, and the faithful, punctual and complete observance and performance by the Borrower of all of the covenants, terms and conditions contained in promissory note, drafts, agreements, mortgages and other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

The Undersigned hereby agrees that, without notice to, without consent of, and without affecting the liability of the Undersigned:

1. Any Guaranteed Obligation(s) may be renewed or the maturity thereof extended from time to time and at any rate or rates of interest.
2. Property now or hereafter held as security for or pertaining to any Guaranteed Obligation(s) may be sold, exchanged, surrendered or otherwise dealt with by the Lender.
3. Settlements, compromises, compositions, accounts stated and agreed balances pertaining to any Guaranteed Obligation(s) may be affected in good faith between the Lender and the Borrower.
4. The Lender may take judgment against the Borrower and/or modify, waive, supplement or otherwise change the terms, conditions, provisions, restrictions or liabilities contained in one or more note, drafts, agreements, mortgages or other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party or parties liable thereon or to resort to property held as security therefor or pertaining thereto, before calling upon the Undersigned for payment of any Guaranteed Obligation(s).

The liability of the Undersigned hereunder shall in no way be released,

mitigated or otherwise affected by (i) the release or discharge of the Borrower in any creditors, receivership, bankruptcy or other proceedings, or the commencement or pendency of any such proceedings, (ii) the impairment, limitation or modification of the liability of the Borrower in bankruptcy, or of any remedy for the enforcement of the Borrower's liability under any instrument evidencing any Guaranteed Obligation, or under any other instrument executed and delivered in connection therewith, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute or from a decision in any court; or (iii) any assignment or transfer of any instrument evidencing any Guaranteed Obligation whether by Borrower and/or Lender by operation of law or otherwise.

This Guarantee shall become immediately effective and shall continue indefinitely subject to the right of the Undersigned to terminate liability hereunder as to each obligation of the Borrower arising after written notice of such termination has been received by the Lender. If at any time any whole or partial payment of any Guaranteed Obligation is to be rescinded or must otherwise be restored or returned by Lender upon the insolvency or bankruptcy of Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower, this Guarantee shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made. The Undersigned waives notice of the acceptance hereof, waives demand for payment and protest relative to each Guaranteed Obligation, waives all notices to which the Undersigned must otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Undersigned. This Guarantee shall be construed in accordance with the laws of the State of Ohio, shall inure to the benefit of the Lender, its successors and assigns, and to any other holder(s) of any Guaranteed Obligation(s), and shall be binding upon the heirs, executors, administrators, successors and assigns of the Undersigned.

The Undersigned further agrees that the Guarantee hereunder will not be discharged or affected by the fact that the promissory note, drafts, agreements, mortgages or other instruments evidencing, securing and/or pertaining to any Guaranteed Obligations, or any provision thereof shall be held to be invalid, illegal or unenforceable for any reason. This Guarantee shall remain in full force and effect notwithstanding any legal, contractual or other restriction, limitation, or bar to the Lender proceeding against the Borrower or its properties and assets. This Guarantee shall be liberally construed in favor of the Lender, it being the intention of the Undersigned that the Guarantee hereunder be absolute, continuing and unconditional in any and all circumstances and that this Guarantee shall only be discharged by the complete payment by the Borrower (or the Undersigned) of all debts, liabilities and obligations of the Borrower guaranteed hereby.

The Undersigned shall have no right of reimbursement, subrogation or set-off against the Borrower; and the Undersigned hereby waives, releases and discharges any rights of exoneration which the Undersigned may have with respect to the Note

unless and until the Lender receives payment in full from the Borrower (or the Undersigned) of all debts, liabilities and obligation owing from Borrower to the Lender.

The Undersigned hereby authorizes any attorney-at-law to appear in any Court of Record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE OH HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Date: September ____, 2019

DOUGLAS KATZ

EXHIBIT D

**CERTIFICATE OF NO EVENT OF DEFAULT
AND REPRESENTATIONS AND WARRANTIES**

The undersigned, pursuant to a certain Commercial Revolving Loan Agreement, dated September __, 2019, (the "Loan Agreement"), by and between ZHUG, LLC ("Borrower") and the CITY OF CLEVELAND HEIGHTS ("City"), hereby certifies that:

(a) At the date hereof, no event or condition that constitutes an Event of Default (as defined in the Loan Agreement) or which, after notice or lapse of time or both, would constitute an Event of Default, exists or will result from Borrower's acceptance of the Loan pursuant to the Loan Agreement; and

(b) At the date hereof, the representations and warranties of ZHUG, LLC, contained in Article III of the Loan Agreement are true and correct, and the conditions of the Loan have been duly satisfied as of the Closing Date.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of September, 2019.

Signed in the presence of:

By: _____
Douglas Katz, Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Douglas Katz, individually and as member of Zhug, LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
at _____, Ohio, this _____ day of _____, 2019.

Notary Public

Proposed: 09/16/2019

ORDINANCE NO. 86-2019 (PD)

By Council Member

An Ordinance authorizing the City Manager to enter into an agreement with BNB Medusa, LLC, issuing a loan in the amount of \$396,440 to assist with its acquisition of the commercial property located at 3008 Monticello Boulevard; and declaring an emergency.

WHEREAS, GMG Cleveland, LLC currently owns the property at 3008 Monticello Boulevard, known as the “Medusa Building”; and

WHEREAS, the City, pursuant to Ordinance No. 1-2015, entered into an agreement with GMG Cleveland, LLC, issuing a loan of approximately Four Hundred Seventy Thousand Five Hundred Thirty Seven Dollars (\$470,537); and

WHEREAS, pursuant to the terms and conditions of the loan to GMG Cleveland, LLC, any transfer of title, debts, or obligations relating to the purchase of the Medusa Building is subject to approval by the City; and

WHEREAS, GMG Cleveland, LLC has executed a purchase agreement with BNB Medusa, LLC to purchase the Medusa Building; and

WHEREAS, upon purchase, BNB Medusa, LLC intends to redevelop the Medusa Building as a residential and mixed-use project; and

WHEREAS, it is in the best interest of the City to support the development of the Medusa Building in accordance with the City’s Master Plan and to encourage productive and creative land development in the city; and

WHEREAS, subject to the transfer of the Medusa Building from GMG Cleveland, LLC to BNB Medusa, LLC and termination of the loan to GMG Cleveland, LLC, BNB Medusa, LLC has negotiated with the City an agreement whereby the City will issue BNB Medusa, LLC a loan in the sum of Three Hundred Ninety Six Thousand Four Hundred Forty Dollars (\$396,440), under certain terms and conditions, to purchase the Medusa Building.

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

SECTION 1. The City Manager is hereby authorized to execute a loan and all necessary documents to issue a loan to BNB Medusa, LLC to assist in the purchase of the Medusa Building, subject to the submission of all requested documentation. The loan shall be in the amount of Three Hundred Ninety Six Thousand Four Hundred Forty Dollars (\$396,440), which shall bear a fixed interest rate of zero percent (0%) and shall be for the term of fifteen (15) years,

RESOLUTION NO. 86-2019 (PD)

by means of BNB Medusa, LLC assuming the obligations of GMG Cleveland, LLC, pursuant to certain terms and conditions. The loan shall be secured by a cognovit note, a first mortgage on the Medusa Building, an assignment of rents and leases, a corporate guarantee from BNB Medusa, LLC, and a cognovit personal guarantee from the guarantor Roger Bliss. The loan shall contain such other terms as recommended by the City Manager and Director of Law. The loan and all related documents shall be in a form approved by the Director of Law.

SECTION 2. The City Manager further is authorized to execute any and all agreements necessary for the purpose of terminating the loan to GMG Cleveland, LLC, which was established pursuant to the terms and conditions set forth in Resolution No. 1-2015.

SECTION 3. 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 4. This Ordinance 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 timely need to move forward with improvements to the property. 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.

CAROL ANN ROE, Mayor
President of the Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

Proposed: 09/03/2019

ORDINANCE NO. 80-2019 (SMS), Second Reading

By Council Member Yasniow

An Ordinance authorizing all actions necessary to accept Northeast Ohio Public Energy Council 2019 Energized Community Grant(s) Funds; and declaring an emergency.

WHEREAS, the City of Cleveland Heights is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2019 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City has previously entered into a Grant Agreement with NOPEC on August 23, 2019 to receive one or more NEC Grant(s); and

WHEREAS, this Council has determined that it would be in the City and its residents’ best interest to accept the NEC Grant(s) for 2019.

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

SECTION 1. The City Manager be, and she is hereby, authorized to take all actions necessary to accept the NEC Grant(s) funds for 2019.

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 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 timely need to accept the grant funds described herein. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance 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.

ORDINANCE NO. 80-2019 (SMS)

CAROL ANN ROE, Mayor
President of the Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:



CLEVELAND HEIGHTS

Tuesday, September 3, 2019 Minutes

COMMITTEE OF THE WHOLE

6:25 suspended to after the Council meeting

Mayor Roe presiding

Roll Call: Present: Cobb, Dunbar, Roe, Yasinow
Excused: Seren, Stein, Ungar

Staff present: Boland, Briley, Clinkscale, Freeman, Hanna, Lambdin, McRae, Mecklenburg, Niermann O'Neil, Trupo, Wong

Topics discussed: Report of City Council Members, Legislation Discussion, Report of the City Manager

Executive Session

6:40 - suspended to after the Council meeting

Council Member Dunbar made a motion to begin Executive Session, which was seconded by Council Member Stein 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.

Roll Call: Ayes: Cobb, Dunbar, Roe, Yasinow
Nays: None

Executive Session suspended until after City Council meeting.

CITY COUNCIL

7:35 – 8:15 p.m.

Mayor Roe presiding

Roll Call: Present: Cobb, Dunbar, Roe, Yasinow
Excused: Seren, Stein, Ungar

Staff present: Boland, Briley, Clinkscale, Freeman, Hanna, Juliano, McRae, Mecklenburg, Niermann O'Neil, Smith, Trupo, Wong

The minutes from the City Council meeting held on August 29, 2019 were approved with submitted corrections.

Personal communications from citizens

Mark Pleteskar made a statement regarding the RFP for a broadband feasibility study. He stated his concerns regarding companies and timing involved and he offered to do the study himself. In response, Tanisha Briley encouraged him to submit a proposal.

Joan Mallick made a statement about the market demand research that developers should do for the Top of the Hill development including current rental vacancies and job growth in the area.

Joyce Rajki requested a video recording and court reporter for the next Top of the Hill meeting. She made a statement about the drawings provided for the last Top of the Hill meeting.

Dr. Mark Perrin made a statement that he is concerned with the increased deer population as a health hazard, specifically Lyme disease, for residents.

Linda Margolin thanked Dr. Perrin for his comments and stated that the City should have Animal Control. She inquired when it is appropriate to use emergency legislation. Vice Mayor Yasinow responded that emergency legislation is the term that is used in the Ohio Revised Code for legislation that can take immediate effect and pass on a single reading as opposed to a 30-day period of time. It is common practice throughout the State of Ohio for business purposes.

Bill Bruml made a statement that he's concerned about the development at 1728 Middlehurst devaluing surrounding properties and not having enough available parking for tenants.

Alex Pesta made a statement of support for the Top of the Hill development and continuing to be bold and intentional instead of pursuing additional studies.

Report of the City Manager

Tanisha Briley provided highlights from her Report to City Council which may be viewed in full at https://www.clevelandheights.com/DocumentCenter/View/5304/cc_packet_09032019?bidId=.

Report of the Clerk of Council

Notify Council that a notice has been received from the Ohio Department of Liquor Control advising that an application has been made by Sky Tone Fuel, Inc., dba BP

Unimart 252, 2801 Mayfield Rd., Cleveland Heights, OH 44118 for a transfer of C1, C2 and D6 permits from Dunne Manning Stores, LLC, dba BP Unimart 252, 2801 Mayfield Rd., Cleveland Heights, OH 44118.

Matter of Record

Refer to: Safety and Municipal Services Committee, the City Manager, and the Director of Law

SAFETY AND MUNICIPAL SERVICES COMMITTEE

RESOLUTION NO. 79-2019 (SMS). A Resolution proclaiming September 2019, *National Preparedness Month*

Introduced by Vice Mayor Yasinow, Seconded by Council Member Dunbar

Roll Call: Ayes: Dunbar, Roe, Yasinow, Cobb
 Nays: None

Legislation Passed

ORDINANCE NO. 80-2019 (SMS), First Reading. An Ordinance authorizing all actions necessary to accept Northeast Ohio Public Energy Council 2019 Energized Community Grant(s) Funds

Introduced by Vice Mayor Yasinow

Legislation Introduced

ADMINISTRATIVE SERVICES COMMITTEE

Vice Mayor Yasinow moved for the appointment of Jessica Wobig to the Planning Commission.

Introduced by Vice Mayor Yasinow, Seconded by Council Member Dunbar

Roll Call: Ayes: Cobb, Dunbar, Roe, Yasinow
 Nays: None

Motion Passed

FINANCE COMMITTEE

No report.

PLANNING AND DEVELOPMENT COMMITTEE

No report.

HOUSING AND TRANSPORTATION COMMITTEE

ORDINANCE NO. 81-2019 (HT), First Reading. An Ordinance to Vacate a portion of the Street Right-of-Way for Edwards Road, to Reserve an Easement for Utilities and Drainage

Introduced by Council Member Dunbar

Legislation Introduced

RECREATION, COMMUNITY AND EXTERNAL RELATIONS COMMITTEE

RESOLUTION NO. 82-2019 (RCER). A Resolution joining communities throughout the nation in proclaiming September 2019, *Prostate Cancer Awareness Month*

Introduced by Council Member Dunbar, Seconded by Vice Mayor Yasinow

Roll Call: Ayes: Yasinow, Cobb, Dunbar, Roe
 Nays: None

Legislation Passed

RESOLUTION NO. 83-2019 (RCER). A Resolution proclaiming September 13 – 22, 2019, *Welcoming Week*

Introduced by Council Member Dunbar, Seconded by Vice Mayor Yasinow

Roll Call: Ayes: Roe, Yasinow, Cobb, Dunbar
 Nays: None

Legislation Passed

The website globalcleveland.org has a list of activities going on that week.

Council Member Dunbar thanked staff for their efforts in obtaining grants for various projects including the NOPEC grants.

Mayor's Report

Mayor Roe referred citizens to the Council Update dated August 30 which was in Council packets for many things that are going on that relate to the health of our City in the next several months. The Heights Heritage Home and Garden Tour is Sunday, September 15. On Wednesday, September 25 at 7:00 p.m., the Noble Neighbors are sponsoring a Candidate Forum at the Noble Road Presbyterian Church. On Wednesday, October 2, the Noble Presbyterian Church is hosting the Governance Forum for residents to become familiar with the governance issue on the ballot. On Thursday, October 3, the League of Women Voters is sponsoring a Candidates Night at the Community Center. On Thursday, October 10, the League of Women Voters is having a Community Forum around the issues of governance for the City in the High School Auditorium.

Executive Session

Continuation from the session prior to the Council meeting

Vice Mayor Yasinow made a motion to end Executive Session which was seconded by Council Member Cobb.

Roll Call:	Ayes:	Cobb, Dunbar, Roe, Yasinow
	Nays:	None

NEXT MEETING OF COUNCIL: TUESDAY, SEPTEMBER 3, 2019

Respectfully submitted,

Carol Ann Roe, Mayor

Susanna Niermann O'Neil, Acting Clerk of Council
/jkc