City of Lakewood
City Council

Council At Large
Sarah Kepple, President
Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Matthew Bixenstine, Ward 4

Docket of a Meeting of Lakewood City Council

Council Chambers
NOVEMBER 2, 2026 at 7:30 PM

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

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of the scheduled meeting. Contact Michelle Nochta at (216) 529-5906 or michelle.nochta@lakewoodoh.gov.

Protocol for public comment can be found at the end of this docket. The public may view a livestream of the meeting by visiting our Council Videos Page.

I. Pledge of Allegiance

II. Moment of Silence

III. Roll Call

IV. Reading and Disposal of the Minutes
   i. Reading and disposal of the Minutes of the Regular Meeting of Council held October 19, 2026.

V. Reports, legislation, and communications from Members of Council, the Mayor, and other City Officials.

Old Business

1. Report from Finance Committee meeting held November 2, 2026. *(to be provided)*

2. **S. RESOLUTION 2026-49 -** A RESOLUTION to take effect 14 days after enactment, to impose a moratorium on the granting of new housing licenses or certificates of code compliance for any building, structure, or use that would enable the use of a property for short term rental for a period not to exceed six months from the effective date of this resolution, in order to allow Council and the Lakewood Planning Commission to review applicable Ohio statutes, criminal codes and the Lakewood Zoning Code relative to such use. *(introduced and deferred 10/19/26) (pg. 1)*

New Business

3. Lakewood Safe Routes for Children Initiative Petition – Clerk's Certification pursuant to Article 9.2(d) of the Third Amended Charter. *(pg. 3)*

4. **ORDINANCE 30-2026** – AN ORDINANCE adopting the City's Active Transportation Plan, Safety Action Plan, Americans with Disabilities Act Transition Plan, Vision Zero policy and the transportation portions of its Climate Action Plan as part of the official plan of the City; and enacting new Sections 901.24, 1161.04 and 161.06 of the Codified Ordinances of the City of Lakewood, to require that the safety improvements those plans call for are in place before a public body or private applicant moves children onto new or longer walking routes, or onto routes that cross streets the City has identified as high-risk; and to take effect upon certification of the election or, if passed by Council in the form submitted, at the earliest time permitted by Section 2.12 of the Charter. *(pg. 4)*

5. Communication from President Kepple and Vice President Baker regarding Citizen's Petition, Ordinance 30-2026 Due Diligence. *(pg. 8)*

6. Communication from Vice President Baker, President Kepple and Councilmember Bixenstine introducing ordinances to create the Safe Routes to School Fund and allowing for school-zone traffic law photo-monitoring speed enforcement. *(pg. 11)*

7. **ORDINANCE 31-2026 -** AN ORDINANCE to enact a new section of Chapter 129 of the Codified Ordinances of the City of Lakewood entitled the Safe Routes to School Fund, for school public safety related issues, including crossing guards, installation of improvements, infrastructure, and other safety measures to aid in safe routes to school, and other issues related to school safety both within schools and on routes to schools within the City of Lakewood. *(pg. 13)*

8. **ORDINANCE 32-2026 -** AN ORDINANCE to establish photo monitoring devices for vehicular speed enforcement strictly within school zones in the City of Lakewood. *(pg. 16)*

9. Communication from Councilmembers Hamilton Steiner, Bixenstine and Strebig regarding Be SMART. *(pg. 24)*

10. Communication from Councilmember Hamilton Steiner regarding 2027 appointments to the Lakewood Animal Safety and Welfare Advisory Board. *(pg. 25)*

11. Report from Councilmember Hamilton Steiner regarding October meeting of the Animal Safety & Welfare Advisory Board. *(pg. 26)*

12. Communication from Assistant Law Director Crossman and Director of Planning and Development Byington regarding Resolution Approving Purchase of Former Franklin School Property. *(pg. 27)*

13. **RESOLUTION 2026-50** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, approving an agreement with Inner Peace Cleveland LLC for the purchase of approximately 23,435 square feet of real property

currently addressed as 13465 Franklin Boulevard, Lakewood, Ohio, for the sum of $300,000, and authorizing the Mayor and other appropriate City officials to execute all documents and take all actions necessary to complete the acquisition according to the terms of that agreement. *(pg. 28)*

14. Communication from Planning Director Byington and Development Officer Wyman regarding FY27 HUD Annual Action Plan Resolution & Lakewood Citizens Advisory Committee FY27 Federal Funding Allocation Recommendations. *(pg. 51)*

15. **RESOLUTION 2026-51** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor to submit the Fiscal Year 2027 (FY27) One-Year Action Plan of the FY25–FY29 Five Year Consolidated Plan (Consolidated Plan) which includes dollar allocations and activities to be funded with federal Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) resources, any other entitlement funds received from the U.S. Department of Housing and Urban Development (HUD), all amendments thereto, and all understandings and assurances contained therein, and incorporates the City's application to HUD for FY27 CDBG and ESG funds. *(pg. 52)*

16. Communication from Fire Chief Fairbanks regarding Norfolk Southern Grant Award. *(pg. 55)*

17. October 2026 Finance Department vendor report submitted pursuant to LCO 111.03. *(pg. 56)*

Liquor Permits

18. Liquor permit – Devrod, LLC – 13437-41 Madison Ave. *(pg. 57)*

Public Comment

Public Comment Protocol

The public is invited to comment on an agenda item or to make comments unrelated to the agenda during the designated public comment period at the end of the meeting. Rules of decorum are outlined in LCO 121.08.

Written Comments

Please submit written public comment through the City's eComment platform. Written comments must be submitted in advance of the meeting. Written comments not related to topics on the agenda may be submitted under the Public Comment portion of the agenda (at the end).

Requests to Speak in Person

The public is invited to attend the meeting and make comments in-person. Please use the signup sheets available in the auditorium. Staff members will be available to help you sign in.

Announcements

Introduced & deferred 10/19/26
Please substitute for the original

RESOLUTION NO. 2026-49 BY: BAKER, BULLOCK

A RESOLUTION to take effect 14 days after enactment, to impose a moratorium on the granting of new housing licenses or certificates of code compliance for any building, structure, or use that would enable the use of a property for short term rental for a period not to exceed six months from the effective date of this resolution, in order to allow Council and the Lakewood Planning Commission to review applicable Ohio statutes, criminal codes and the Lakewood Zoning Code relative to such use.

WHEREAS, short-term rentals can impact diversity and affordability in the housing market; and

WHEREAS, short-term rentals can change the residential character of neighborhoods; and

WHEREAS, short-term rentals do not generate income tax revenue that supports local city services in a way that owner occupied and long-term rentals do; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Council hereby imposes a moratorium on the granting of new housing licenses or certificates of code compliance for any building, structure, or use that would enable the use of a property for short term rental for a period not to exceed six months from the effective date of this resolution, in order to allow Council and the Lakewood Planning Commission to review applicable Ohio statutes, criminal codes and the Lakewood Zoning Code relative to such use.

Section 2. For the purpose of this resolution, “short-term rental” shall mean any residence that is rented or leased for a period of less than 30 days, excluding hotels and motels.

Section 3. No new housing license or certificates of code compliance shall be granted to a property owner who operate a short-term rental for the period of this moratorium, unless said property has been licensed and declared a short-term rental prior to the effective date of this resolution. No valid existing residence currently used as a short-term rental in the City may expand the number of units used as short term rentals for the duration of the moratorium.

Section 4. The moratorium shall be in effect for a period of six months from the effective date of this resolution or until changes are enacted to amend the Codified Ordinances of the City of Lakewood to address these issues or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of

this Council and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Adopted:_____

_____
Sarah Kepple, President of Council

_____
Maureen M. Bach, Clerk of Council

Approved:_____

_____
Meghan F. George, Mayor

City of Lakewood
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November 2, 2026

Lakewood City Council
Lakewood, Ohio

Re: Lakewood Safe Routes for Children Initiative Petition – Clerk's Certification pursuant to Article 9.2(d) of the Third Amended Charter

Dear Members of Council,

On Wednesday October 21, 2026 the Council Office received 37-part petitions containing 1,668 signatures from a committee of petitioners seeking adoption of an ordinance via citizens' initiative. On October 26, 2026 I received a signature verification statement from the Board of Elections indicating 1,421 signatures were found valid.

Pursuant to Article 9.2 of the Third Amended Charter, I hereby certify that the petitions contain valid signatures equal in number to at least five percent of those who voted for the office of mayor in the 2023 municipal election. Specifically, there were 18,872 votes cast for the office of mayor, making 944 valid signatures the threshold above which the ordinance proposed by this initiative petition may be introduced to Council.

Because that threshold has been met, the petitioners' proposed ordinance is attached following this certification.

Respectfully submitted,

Maureen M. Bach

Maureen M. Bach
Clerk of Council

FULL TEXT OF THE PROPOSED ORDINANCE

ORDINANCE NO. [____]

AN ORDINANCE adopting the City's Active Transportation Plan, Safety Action Plan, Americans with Disabilities Act Transition Plan, Vision Zero policy and the transportation portions of its Climate Action Plan as part of the official plan of the City; and enacting new Sections 901.24, 1161.04 and 161.06 of the Codified Ordinances of the City of Lakewood, to require that the safety improvements those plans call for are in place before a public body or private applicant moves children onto new or longer walking routes, or onto routes that cross streets the City has identified as high-risk; and to take effect upon certification of the election or, if passed by Council in the form submitted, at the earliest time permitted by Section 2.12 of the Charter.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LAKEWOOD:

Section 1. Plans adopted.

(a) Under Section 7.2(e) of the Charter, the following plans, as they exist on the date the petition for this ordinance is filed, are adopted as part of the official plan of the City for public streets, sidewalks, crossings, signals and other transportation facilities: the Safe Streets for Lakewood Active Transportation Plan and Safety Action Plan (Resolution 2023-73); the portions of the Climate Action Plan (Resolution 2023-15) that address transportation and mobility; the portions of the Americans with Disabilities Act Self-Evaluation and Transition Plan (Resolution 2023-51) that address the public right-of-way; and the Vision Zero policy (Resolution 19-9063).

(b) These plans govern only public transportation facilities and the review of covered changes under Section 901.24. They set no standard for private property and impose no requirement, except as Sections 901.24 and 1161.04 expressly provide. A later amendment to any of these plans becomes part of the official plan only when adopted by ordinance.

Section 2. That new Section 901.24 of the Codified Ordinances of the City of Lakewood is hereby enacted to read as follows:

901.24 SAFE ROUTES READINESS.

(a) **Definitions.** In this section:

(1) "Child" means a person under the age of sixteen or a student enrolled in preschool through grade 10. For a school, preschool or child care center, the thresholds in subsection (b)(1) hereof are measured by its students enrolled in preschool through grade 10, using enrollment and residence data by grade.

(2) "Destination" means a school, preschool, child care center licensed by the State of Ohio, Cove Community Center, park or public library.

(3) "High-risk street" means each corridor listed in Table 7 of the Safety Action Plan, within the limits listed there; Lake Avenue; and any street Council adds by ordinance.

(4) "Plans" means the plans adopted by Section 1 of the ordinance enacting this section, as amended by ordinance.

(5) "Public body" means the State, any political subdivision, board of education, library board or other public agency, including the City. "Private applicant" means any other person that applies for a City permit, certificate, approval, agreement or funding.

(6) "The Engineer" means the City Engineer, and "the Commission" means the Planning Commission.

(b) **Covered changes.**

(1) A decision of a public body or private applicant is a covered change if it opens, closes, consolidates, relocates or repurposes a destination, or changes the area whose residents are assigned to or given priority for a destination, and as a result:

A. 50 or more children would newly walk along or cross a high-risk street;

B. 50 or more children would have a walking route 0.25 mile or more longer; or

C. 100 or more children would be reassigned to, or newly use, a different destination.

(2) A change in enrollment is not a covered change unless it results from a decision described in paragraph (1) hereof.

(3) A private applicant's decision concerning the operation, enrollment, programs, buildings or access of a destination on parcels it used for that destination on the effective date of this section is not a covered change. A private applicant's decision is otherwise a covered change only if it requires a City permit, certificate, approval, agreement or funding.

(4) Within 10 days after a public body announces a decision that may be a covered change, the Director of Public Works shall request from it boundary maps, enrollment by grade, the planned first day of operation and the status of any School Travel Plan for each affected school, shall offer City assistance in updating that plan, and shall send a copy of the request to the Ohio Department of Transportation. A private applicant shall supply the same information with its application.

(5) Within 30 days after the decision is announced or the application is filed, the Engineer shall determine in writing whether it is a covered change and identify the walking routes children will use as a result ("affected routes"), relying on published boundaries, enrollment, City data and reasonable estimates, and not on records identifying individual students. A lack of information shall not delay the determination. For a decision made before the effective date of this section, the periods in this subsection and in subsection (e) hereof run from that effective date.

(c) **Compliance.** A covered change is in compliance when the Engineer certifies in writing, before the first day children are scheduled to attend or use the destination under the change ("first day of operation"), that paragraph (1) or (2) hereof, and paragraph (3) hereof, are satisfied.

(1) **Plan improvements.** Every crossing, signal, traffic-calming device, sidewalk, curb ramp, accessible signal, lighting or other improvement that the Active Transportation Plan or Safety Action Plan lists for the affected routes, and every High or Medium priority item the Americans with Disabilities Act Transition Plan lists for them, is built and operating. An improvement a plan lists only for consideration is required where the Engineer, with the Commission's concurrence, so finds. At each crossing of a high-risk street on an affected route rated Pedestrian Crossing Level of Traffic Stress 3 or 4 under the Active Transportation Plan, an improvement of a type the plans prescribe is also built and operating that brings the rating to 2 or lower. If the Engineer finds in writing that no such improvement can bring a crossing to 2 or lower, stating the reasons and the alternatives considered, the improvement of that type that achieves the lowest rating the Engineer finds feasible is built and operating instead.

(2) **Mitigation plan.** Instead of paragraph (1) hereof, the public body or private applicant has carried out a mitigation plan that the Engineer, with the Commission's concurrence, finds leaves conditions on the affected routes no worse than on the date the change was first announced or applied for, and better on at least two, measured by: crossings of high-risk streets by children at locations without a signal or pedestrian hybrid beacon; children using high-risk streets; average walking distance; crossings rated Pedestrian Crossing Level of Traffic Stress 3 or 4, and length of affected routes on segments rated Bicycle Level of Traffic Stress 3 or 4, applying the Active Transportation Plan's methodology with the mitigation measures in place; and missing curb ramps, accessible signals or sidewalks identified in the Americans with Disabilities Act Transition Plan. Only physical, signal and route improvements, boundary changes and transportation services count; a transportation service does not count toward walking distance, and crossing guards and police count only as interim measures. A mitigation plan also requires Council approval, by ordinance after a public hearing, if the change meets two or more thresholds in subsection (b)(1) hereof, relies on a transportation service, or increases average walking distance, and an increase in walking distance may be approved only if every improvement required by paragraph (1) hereof is built on each route that gets longer. The Commission shall act within 60 days after submission.

(3) **Crossing guards and police.** Funding and staffing are in place so that, from the first day of operation, a staffed crossing guard post serves each crossing of a high-risk street on an affected route and each other crossing the Engineer finds needs one, and police traffic support sized to the affected routes by the Engineer and the Chief of Police serves those routes.

(d) **Existing protection.** Nothing in this section withholds or reduces any crossing guard, signal operation, sign, marking, temporary traffic-control device or police traffic assignment on a route children use. Until certification, the Engineer shall place interim measures wherever a required improvement is not yet in place.

(e) **Cost, schedule and funding.**

(1) Within 45 days after determining a covered change, the Engineer shall publish a list of every improvement and operating measure required by subsection (c) hereof, and every measure in any mitigation plan, with its cost, schedule, each funding source for which it is eligible and the earliest date each source could pay, stating where only City funds could be available before the first day of operation. The Engineer shall update the list within 30 days after any later mitigation plan is submitted.

(2) With the list, the Engineer shall publish an estimate of the change in daily vehicle trips, vehicle miles traveled and transportation emissions, compared with conditions when the change was first announced and with the Climate Action Plan, and of the change in children's exposure to the risk of traffic death or serious injury, compared with the Vision Zero policy. The estimate is for information and findings only and is not a condition of certification.

(3) Within 15 days after the list is published or updated, the Director of Finance, after consulting the Mayor, shall submit to Council a supplemental appropriation for the interim measures, operating measures and other improvements scheduled before the first day of operation, and shall include the remaining costs in the next annual estimate and five-year capital plan under Sections 5.5 and 5.7 of the Charter. Funding may come from any lawful source, including City capital funds, state and federal grants, and service payments under Ohio Revised Code Section 5709.40 for public infrastructure improvements that directly benefit the parcels from which they are collected.

(f) **City actions held.** Until certification or a waiver, no officer, board or commission of the City shall issue, approve or enter into any of the following to the extent it serves a covered change: a right-of-way, street opening or occupancy permit; a traffic designation, such as a loading zone, parking or turn restriction or change in traffic direction; a joint-use agreement, lease or license; City funding, a grant or an in-kind contribution; or a new or amended tax increment financing ordinance or agreement, or a school compensation agreement under Ohio Revised Code Section 5709.82. This subsection applies from the effective date of this section to any decision that meets a threshold in subsection (b)(1) hereof, whether or not the determination has been made. It does not apply to an action that provides for an improvement the plans identify, a mitigation measure, an interim measure, a crossing guard or police measure under subsection (c)(3) hereof or existing protection; to police, fire and emergency medical services; to work addressing an imminent threat to public health or safety; to use of a public way by a public utility, cable operator, operator or video service provider as defined in Ohio Revised Code Section 4939.01; to a traffic designation that adds protection for pedestrians; to a ministerial duty required by state law; or to a contract in effect on the effective date of this section.

(g) **Waiver.** Only Council may waive any requirement of this section, in whole or in part, and only by ordinance adopted after a public hearing, with notice published at least 10 days in advance, by the affirmative vote of two-thirds of all members. The ordinance shall appropriate the full estimated cost of each waived improvement, set a completion date for each, identify the interim measure at each affected location and state Council's findings on the estimate under subsection (e)(2) hereof. It is subject to the Mayor's veto. No other officer, board or commission may waive, suspend or modify any requirement of this section. Until every waived improvement is complete, no tax increment financing ordinance or agreement, and no school compensation agreement, covering a parcel within one-quarter mile of the affected routes shall be approved unless it first funds the remaining waived improvements that qualify as public infrastructure improvements under Ohio Revised Code Section 5709.40.

(h) **Public bodies.** The Commission shall review a covered change proposed by a public body as provided in Section 7.2(g) or (h) of the Charter, as applicable, and Ohio Revised Code Section 713.02. Within 60 days after the change is submitted or referred, the Commission shall issue a written finding on whether the change is consistent with the official plan, addressing the estimate under subsection (e)(2) hereof and stating whether certification has been made. A public body's vote to overrule the Commission does not satisfy, waive or suspend any requirement of this section, which governs actions of the City alone. If a public body does not submit a covered change, the Engineer's determination governs.

(i) **General provisions.**

(1) The Engineer shall post each request, determination, list, certification, finding and waiver under this section on the City website within 3 business days.

(2) This section applies to every covered change whose first day of operation falls after the effective date of this section, regardless of when the decision was made.

(3) Each duty imposed by this section is a clear legal duty of the official named, enforceable as provided by law.

(4) Except to the extent Ohio law subjects a public body to the Planning and Zoning Code, nothing in this section regulates the authority of a board of education to set attendance boundaries, assign pupils, or operate, open, close, consolidate, relocate or repurpose school facilities, and nothing in it conditions the approval of building plans or inspections under Chapters 3781. and 3791. of the Revised Code. This section governs only the exercise of municipal powers.

Section 3. That new Section 1161.04 of the Codified Ordinances of the City of Lakewood is hereby enacted to read as follows:

1161.04 USES THAT ARE PART OF A COVERED CHANGE.

No conditional use permit shall be approved, and no certificate of code compliance shall be issued, for the use or occupancy of a destination that a covered change under Section 901.24 opens, consolidates, relocates or repurposes, including a school, preschool or child care use in the C4 Public School District, unless the City Engineer has certified compliance under Section 901.24(c) or Council has granted a waiver under Section 901.24(g). This standard applies in addition to the criteria of Section 1173.02, whichever listed use the Planning Commission finds the proposed use most resembles under Sections 1171.03 and 1173.03.

Section 4. That new Section 161.06 of the Codified Ordinances of the City of Lakewood is hereby enacted to read as follows:

161.06 COMMENT ON COVERED CHANGES. The City Engineer shall refer each determination, list or certification under Section 901.24, and the Clerk of Council shall refer each proposed waiver, to the Complete and Active Streets Education & Advisory Board, which may submit written comment within 21 days after publication, or before Council's public hearing on a waiver. The Engineer and Council shall include any comment in the record. Referral does not extend any deadline or delay any determination, list, certification or hearing under Section 901.24, and if the Board does not comment within the time allowed, the matter proceeds without its comment.

Section 5. The Director of Law may assign subsection letters and paragraph numbers, and conform cross-references, in codifying this ordinance, without changing its substance.

Section 6. If any section, subsection, sentence or application of this ordinance is held invalid, the remainder shall remain in effect. Subsections 901.24(f) and (g) and Section 3 of this ordinance are each severable from one another and from the rest of this ordinance.

Section 7. This ordinance shall take effect upon certification of the results of the election at which it is approved by the electors or, if passed by Council in the form submitted, at the earliest time permitted by Section 2.12 of the Charter. Section 1161.04 applies to every permit, certificate and approval not issued before that effective date, including any for which an application is pending on that date.

City of Lakewood
City Council

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Cindy Strebig, Ward 3
Matt Bixenstine, Ward 4

Nov 2nd, 2026

Lakewood City Council
Lakewood, Ohio

RE: Citizen's Petition, Ordinance 30-2026 Due Diligence

Dear Colleagues,

As you know, we as a legislative body and as a city have been working from a variety of angles to address multi-modal safety. After significant research and input from a stakeholder group including members of the public and Vice President Baker, City Council passed the Active Transportation Plan (ATP) and Safe Streets for Lakewood Safety Action Plan in 2024. These plans lay out the steps to reach the goal of zero traffic deaths and serious injuries by 2038. President Sarah Kepple also served on the ADA Transition Plan Task Force and helped steer the plan to include rights-of-way evaluation.

We also co-sponsored two additional pieces of legislation around multi-modal safety as well - the Complete Streets and Complete and Active Street Education & Advisory Board (CASE) ordinances. City Council has prioritized funding for infrastructure projects and programs that help make it safer to walk and bike to school, and the Administration has been making headway on implementing infrastructure improvements laid out in these plans to make our rights-of-way safer and more accessible for users of all ages and abilities.

Given our ongoing focus on achieving the highest level of multi-modal safety, we are appreciative of the passion and support of residents who share these same goals. We're pleased to see that the citizen petition docketed this evening as Ordinance 30-2026 appears to embrace these plans as supportive of these goals and particularly safe routes for children.

Next Steps:

Per the Charter, once the Clerk of Council has submitted a citizen's petition to Council, it shall be referred to an appropriate committee. As this topic is of significant interest to all members of Council, I anticipate that committee referral to be to Committee of the Whole.

According to section 9.2(f) of the Charter, "The committee shall then report the proposed legislation to council with its recommendation, not later than the third regular meeting of council following that at which the proposed legislation was submitted to council by the clerk." The third regular meeting after today's introduction is December 21, 2026.

As Council will simultaneously be holding budget hearings for the 2027 budget, and the Administration has also requested a vote on a significant real estate investment in two weeks, City Council and the Administration have a tight timeline to do our due diligence to consider this proposed legislation. In order to meet both our time deadline and our legislative and fiduciary responsibility to make informed decisions, we request the following written, public reports be submitted to councilmembers through the Clerk of Council by no later than the docket deadline prior to the first Committee of the Whole meeting at which this is

docketed, which would normally be Wednesday, Nov 11th at 5pm, but due to the Veteran's Day holiday may be extended to Thursday, Nov 12th at 1:00pm.

- Written report from the Law Department including but not limited to alignment with the Ohio Revised Code, Ohio law, and Charter, and a draft substitute removing any potential misalignment that would make the petition otherwise ineligible for consideration under Charter section 9.2.(a) or other section.
- Written report from the Mayor/Public Safety Director including but not limited to impact on overall city operations, public safety operations, and suggestions for any related amendments or recommendations regarding adoption.
- Written report from the Public Works Department, particularly City Engineer, including but not limited to impact on cost (both operating and capital), engineering operations, alignment with other duties as laid out by the Ohio Revised Code, Ohio law, and Charter, and suggestions for any related amendments or recommendations regarding adoption.
- Written report from the Housing and Building Commissioner regarding impact on building department operations, alignment with Ohio Revised Code, Ohio law, and Charter, and suggestions for any related amendments or recommendations regarding adoption.
- Written report from Finance regarding impact on city budget and finance operations (both capital and operating) along with suggestions for any related amendments or recommendations regarding adoption.
- Written report from Planning Department regarding impact on planning operations, particularly Planning Commission along with suggestions for any related amendments or recommendations regarding adoption.

We request that the Directors and any addition relevant staff of each department listed attend the Committee of the Whole meetings scheduled on this topic. Following our signatures is a tentative schedule of upcoming council meetings.

We welcome and encourage members of the public to attend committee meetings in person, watch the livestream, or watch the video recording. Public comment is typically welcomed at committee meetings barring time constraints and always welcomed at full council meetings. We also invite the sponsors of proposed Ordinance 30-2026 to meet with us to discuss how we can work together to achieve our shared goals.

Sincerely,

Sarah Kepple
President of Council, Member at Large

Kyle Baker
Vice President of Council
Member of Council, Ward 1

City Council Tentative Year End Schedule:

Date/ Time	Meeting	Topic
Nov 9th 7:00-8:30pm	Committee of the Whole	Franklin Playground Purchase Agreement *Some of this meeting may be held in executive session under ORC 121.22(G)(2)
Nov 16th 6:00-7:30pm	Committee of the Whole	Ordinance 30-2026
Nov 16th 7:30pm	Regular Meeting of Council	
Nov 23rd 6:00-8:45pm	Finance Committee	2027 Budget
Nov 30th 6:00-8:00pm	Committee of the Whole	Ordinance 30-2026
Dec 7th 5:45-7:30pm	Finance Committee	2027 Budget
Dec 7th 7:30pm	Regular Meeting of Council	
Dec 14th 6:00-9:00pm	Finance Committee	2027 Budget
Dec 21st 6:30-7:30	Finance Committee	2027 Budget
Dec 21st 7:30pm	Regular Meeting of Council	2027 Budget and COW report on Ord 30-2026 due

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November 2, 2026

Lakewood City Council
Lakewood, Ohio

Re: Introduction of Ordinances Creating the Safe Routes to School Fund and Allowing for School-Zone Traffic Law Photo-Monitoring Speed Enforcement

Dear Colleagues,

Lakewood's identity as a walkable community is one of our greatest strengths. Our children walk and bike to school, families travel on foot to neighborhood destinations, and residents of all ages rely on our sidewalks and streets every day. Preserving that unique character requires a continued commitment to making our streets safe for everyone, particularly our children.

The City has already taken important steps toward the goal of student walking and biking safety through its Safe Streets for Lakewood Active Transportation Plan, adopted in April 2024, its Safety Action Plan, its Complete Streets Ordinance, and the creation of the Complete and Active Streets Education & Advisory Board (CASE). These efforts establish a clear vision for a community where walking and biking are safe, accessible, and practical transportation options for residents of all ages and abilities.

The included proposed ordinances before Council build upon those commitments by addressing school-zone speeding and establishing a dedicated funding mechanism for safe routes to school and school safety.

The first ordinance establishes a school-zone photo-monitoring program. It would authorize the use of traffic law photo-monitoring devices to enforce posted school-zone speed limits, subject to applicable state law. The intent is to encourage compliance with existing speed limits and provide an additional tool to protect students, crossing guards, school personnel, and other roadway users.

The second ordinance establishes a Safe Routes to School Fund. This legislation would create a dedicated City fund to receive civil fines collected for school-zone speeding violations, along with any additional amounts appropriated by Council. Money in the Safe Routes to School Fund could be used only for school public-safety purposes, including crossing guards, infrastructure and other safety improvements, and measures supporting safe routes to school and school safety within Lakewood.

These ordinances are intended to work together. The first provides an enforcement tool to address dangerous speeding in school zones; the second ensures that school-zone speeding civil fines are directed toward a dedicated fund for school safety rather than becoming unrestricted City revenue. Together, they connect enforcement with tangible investments in the safety of Lakewood's children.

The need for continued action is clear. Lakewood's Active Transportation Plan reports that the School District does not provide student busing and that 60% of surveyed caregivers indicated their children walk or bike to school at least sometimes during the school year. Among the 758 caregivers surveyed, 61% identified intersection and crossing safety as a concern affecting whether they allow their children to walk or bike to school, while 45% identified traffic speeds along their children's routes as a concern.

While Lakewood Police do a tremendous job keeping all of us safe in the City of Lakewood, they cannot be everywhere all the time and cite every car speeding in a school zone. Moreover, the typical school zone hours are during shift changes and other times of high calls for service. At a Public Safety Committee Meeting in January 2023, the Administration presented information (from one data set) that indicated that as many as 89% of drivers in the Lincoln School Zone and 59% of drivers in the Emerson School Zone were over the school zone speed limit in the morning (8 am to 9 am) during a December 2022 data collection. That same meeting and data collection highlighted that as many as 83% of drivers in the Lincoln School Zone and 71% of drivers in the Emerson School Zone were over the school zone speed limit in the afternoon (3 pm to 4 pm). While this was just one set of speed data collection, it does begin to show a trend; one that will not get better with many students switching elementary schools during the 2027-2028 school year and walking along new and potentially unfamiliar routes.

These proposals are not a substitute for thoughtful street design, crossing guards, education, traffic calming, traditional police enforcement, or other infrastructure improvements. Rather, they are intended to complement those efforts and provide another means of advancing the City's existing traffic-safety commitments.

I look forward to working with my colleagues, the Administration, and our residents to ensure that Lakewood continues to make meaningful progress toward safer streets and safe routes to school for every child in our community.

Sincerely,

Kyle G. Baker
Vice President of Council
Council Member – Ward 1

Sarah Kepple
President of Council
Council Member at Large

Matt Bixenstine
Councilmember – Ward 4

ORDINANCE NO. 31-2026 BY: BAKER, BIXENSTINE, KEPPLE

AN ORDINANCE to enact a new section of Chapter 129 of the Codified Ordinances of the City of Lakewood entitled the Safe Routes to School Fund, for school public safety related issues, including crossing guards, installation of improvements, infrastructure, and other safety measures to aid in safe routes to school, and other issues related to school safety both within schools and on routes to schools within the City of Lakewood.

WHEREAS, the City of Lakewood has long embraced its identity as a walkable community, where children and families routinely travel on foot or by bicycle to neighborhood schools, parks, libraries, and other destinations; and

WHEREAS, Lakewood's Safe Streets for Lakewood Active Transportation Plan, adopted April 15, 2024 ("Active Transportation Plan"), identifies the safety and comfort of pedestrians and bicyclists as central community priorities, including the goal of eliminating fatal and serious-injury crashes involving people walking and bicycling; and

WHEREAS, the Active Transportation Plan reports that the Lakewood City School District does not provide student busing and that 60% of caregivers surveyed indicated their children walk or bicycle to school at least sometimes during the school year, making safe streets and crossings especially important to Lakewood residents; and

WHEREAS, the Active Transportation Plan's survey of 758 caregivers identified the safety of intersections and crossings as a concern affecting decisions to allow children to walk or bicycle to school for 61% of respondents, while 45% identified the speed of traffic along their child's route as a concern; and

WHEREAS, at a Public Safety Committee Meeting in January 2023, the Administration presented information (from one data set) that indicated that as many as 89% of drivers in the Lincoln School Zone and 59% of drivers in the Emerson School Zone were over the school zone speed limit in the morning (8 am to 9 am) during a December 2022 data collection; and

WHEREAS, at a the same meeting, the Administration presented information (from one data set) that indicated that as many as 83% of drivers in the Lincoln School Zone and 71% of drivers in the Emerson School Zone were over the school zone speed limit in the afternoon (3 pm to 4 pm) during a December 2022 data collection; and

WHEREAS, school zones are locations where children will likely be crossing streets, walking along roadways, and entering or leaving school grounds, and where compliance with posted speed limits is essential to protecting students, crossing guards, school personnel, and other roadway users; and

WHEREAS, the City has adopted a comprehensive approach to street safety through its Active Transportation Plan, Safety Action Plan, Complete Streets Ordinance, Complete and Active Streets Advisory Board, and traffic-calming initiatives, and the use of traffic law photo-monitoring

devices in school zones would provide an additional tool to encourage compliance with established speed limits and advance these existing safety commitments; and

WHEREAS, the City has authorized a school-zone photo-monitoring program, subject to applicable Ohio law, which is intended to promote safer driving behavior and reduce the risks posed by excessive vehicle speeds in areas where children travel; and

WHEREAS, the City's traffic law photo-monitoring program allows the issuance if civil violations in school zones and such civil violations may produce funds that the City will restrict to uses related to safe routes to school and school safety; now, therefore,

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

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Establishment. There is hereby established a Fund which shall be known and referred to as the Safe Routes to School Fund. The Director of Finance is hereby authorized and directed forthwith to take such action and to make such records as may be necessary to establish the Safe Routes to School Fund and thereafter to show its existence and condition at all times upon the proper records of the City.

Section 2. Money for Safe Routes to School Fund. There shall be paid directly into the Safe Routes for Schools Fund, when and as received, all money received by the City of Lakewood as civil fines for speeding in school zones, from any precursor statute that allowed and collected such fines, and all money appropriated to the Safe Routes to School Fund by Council from whatever source acquired.

Section 3. Authorized Expenditures. The Safe Routes to School Fund shall be used only for the expense of [school public safety related issues, including crossing guards, installation of improvements, infrastructure, and other safety measures to aid in safe routes to school, and other issues related to school safety both within the schools and on routes to schools within the City of Lakewood].

Section 4. Custody of Safe Routes to School Fund. The Director of Finance shall have possession and custody of the Safe Routes to School Fund and the supervision of all accounts with respect thereto. No further bond shall be required of the Director of Finance because of the Safe Routes to School Fund, but the Safe Routes to School Fund shall be under the protection of any bond that may be given hereafter by the Director of Finance.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and

that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

Adopted:_____

_____
Sarah Kepple, President of Council

_____
Maureen M. Bach, Clerk of Council

Approved:_____

_____
Meghan F. George, Mayor

ORDINANCE NO. 32-2026 BY: BAKER, BIXENSTINE, KEPPLE

AN ORDINANCE to establish photo monitoring devices for vehicular speed enforcement strictly within school zones in the City of Lakewood.

WHEREAS, the City of Lakewood has long embraced its identity as a walkable community, where children and families routinely travel on foot or by bicycle to neighborhood schools, parks, libraries, and other destinations; and

WHEREAS, Lakewood's Safe Streets for Lakewood Active Transportation Plan, adopted April 15, 2024 ("Active Transportation Plan"), identifies the safety and comfort of pedestrians and bicyclists as central community priorities, including the goal of eliminating fatal and serious-injury crashes involving people walking and bicycling; and

WHEREAS, the Active Transportation Plan reports that the Lakewood City School District does not provide student busing and that 60% of caregivers surveyed indicated their children walk or bicycle to school at least sometimes during the school year, making safe streets and crossings especially important to Lakewood residents; and

WHEREAS, the Active Transportation Plan's survey of 758 caregivers identified the safety of intersections and crossings as a concern affecting decisions to allow children to walk or bicycle to school for 61% of respondents, while 45% identified the speed of traffic along their child's route as a concern; and

WHEREAS, vehicle speed is a significant factor in both the likelihood and severity of pedestrian crashes, with the National Highway Traffic Safety Administration recognizing that pedestrian injury and fatality risk increases substantially as impact speeds rise above approximately 20 to 25 miles per hour; and

WHEREAS, at a Public Safety Committee Meeting in January 2023, the Administration presented information (from one data set) that indicated that as many as 89% of drivers in the Lincoln School Zone and 59% of drivers in the Emerson School Zone were over the school zone speed limit in the morning (8 am to 9 am) during a December 2022 data collection; and

WHEREAS, at that same meeting, the Administration presented information (from one data set) that indicated that as many as 83% of drivers in the Lincoln School Zone and 71% of drivers in the Emerson School Zone were over the school zone speed limit in the afternoon (3 pm to 4 pm) during a December 2022 data collection; and

WHEREAS, school zones are locations where children will likely be crossing streets, walking along roadways, and entering or leaving school grounds, and where compliance with posted speed limits is essential to protecting students, crossing guards, school personnel, and other roadway users; and

WHEREAS, the City has adopted a comprehensive approach to street safety through its Active Transportation Plan, Safety Action Plan, Complete Streets Ordinance, Complete and Active Streets Advisory Board, and traffic-calming initiatives, and the use of traffic law photo-monitoring

devices in school zones would provide an additional tool to encourage compliance with established speed limits and advance these existing safety commitments; and

WHEREAS, the establishment of a school-zone photo-monitoring program, subject to applicable Ohio law and appropriate procedures for review and contesting alleged violations, is intended to promote safer driving behavior and reduce the risks posed by excessive vehicle speeds in areas where children travel; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO

Section 1. That new Section XXX.XX, Traffic Law Photo-Monitoring Devices, of the Lakewood Codified Ordinances is hereby enacted to read as follows:

XXX.XX TRAFFIC LAW PHOTO-MONITORING DEVICES.

(a) **Definitions**. As used in this section, the meanings of applicable terms are as defined in R.C. 4511.092. In addition, the term "System" may be used interchangeably with the term "Traffic Law Photo-Monitoring Device."

a. The definition of "School Zone" shall have the same as outlined in Lakewood Codified Ordinances Section 333.03.

(b) **Civil Enforcement System Established**.

(1) General. The City hereby adopts the use of Traffic Law Photo-Monitoring devices to detect and enforce violations of applicable speed limits in school zones. The City shall operate this System in compliance with all pertinent requirements and limitations set forth in the portions of R.C. Chapter 4511 that are constitutional and applicable Ohio Law.

A violation of this section shall be deemed a civil violation for which a fine is assessed. No points shall be assessed against the operating record of any person on whom liability is imposed under this section.

(2) Prerequisites to System Deployment. The Director of Public Safety shall ensure the lawful requirements of R.C. 4511.094, R.C. 4511.095, and any other lawful state or federal law are met prior to deploying any traffic law photo-monitoring device.

(3) System Locations. Traffic law photo-monitoring devices may be deployed in any area used as a school zone in the City.

(4) Program Oversight. The Director of Public Safety shall oversee the program authorized by this section. The Public Works Director shall oversee the installation and maintenance of all traffic law photo-monitoring devices by a vendor.

(5) Rules and Regulations. The Director of Public Safety shall issue rules and regulations to carry out the provisions of this section, which shall be effective 30 days after being communicated to Council through a docket communication. The rules and regulations must also be published on the City website and kept on file

with the Director of Public Safety. If the City deploys any traffic law photo-monitoring devices in a School Zone in the City, the Director of Public Safety shall provide an annual report to Council through a docket communication that outlines the program, traffic law photo-monitoring device locations, revenues and expenses of the program and other related and relevant information.

(c) **Offense**.

(1) Speeding Violation; Civil Fine. The registered owner of a vehicle that is recorded by a traffic law photo-monitoring device being operated in a school zone at a speed greater than five miles per hour over the speed limit set forth in Section 333.03(b) of these Codified Ordinances is liable for the following civil penalties:

A. Six to nine miles per hour over the speed limit: $100.

B. Ten miles per hour or more over the speed limit: $200.

(2) Evidence of Ownership. It is prima facie evidence that the person registered as the owner of the vehicle with the Ohio Bureau of Motor Vehicles, or with any other State vehicle registration office, was operating the vehicle at the time of the offense set out in division (c)(1) of this section.

(3) Issuing Ticket. Any ticket for a traffic violation set forth in this section shall be issued in compliance with R.C. 4511.096, as follows:

A. A Lakewood police officer shall examine evidence of alleged traffic law violations recorded by the system to determine whether a violation has occurred. If the image(s) recorded by the traffic law photo-monitoring device shows a violation, contains the date and time of the violation, and shows the letter and numerals on the license plate of the vehicle involved as well as the state that issued the license plate, the officer may use any lawful means to identify the registered owner.

B. Within 30 days of the traffic law violation, the City or its designee will file the ticket with the Lakewood Municipal Court in compliance with the Court's rules and regulations relating to such tickets. The Court may then issue and send by regular mail or other methods consistent with the Court's rules, a ticket charging the registered owner with the violation.

C. A certified copy of the ticket alleging a traffic law violation, sworn to or affirmed by a Lakewood police officer, including by electronic means, and the recorded images produced by the traffic law photo-monitoring device, is prima facie evidence of the facts contained therein and is admissible in a proceeding for review of the ticket issued under this section.

(4) Content of Ticket. Any ticket issued pursuant to this section shall contain the following information, in accordance with R.C. 4511.097:

A. The name and address of the registered owner;

B. The letters and numerals appearing on the license plate on the motor vehicle;

C. The traffic law violation charged;

D. The system location;

E. The date and time of the violation;

F. A copy of the recorded images;

G. The amount of the civil penalty imposed, the date by which the civil penalty is required to be paid, and the address to which the payment is to be sent;

H. A statement signed by a Lakewood police officer indicating that, based on an inspection of recorded images, the motor vehicle was involved in a traffic law violation, and a statement indicating that the recorded images are prima facie evidence of that traffic law violation both of which may be signed electronically;

I. Information advising the person or entity alleged to be liable of the options prescribed in division (d)(1) of this section, specifically to include the time, place, and manner in which an appeal may be initiated and the procedure for disclaiming liability by submitting an affidavit as prescribed in that subsection;

J. A warning that failure to exercise one of the options prescribed in division (d)(1) of this section is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

(5) Payments; Default Fees. The amount of the penalty shall be paid within 30 days from the receipt of the ticket. If the amount of the penalty is not paid within this time, twenty dollars ($20.00) shall be imposed as a default fee. Failure to pay the penalty and the twenty-dollar ($20.00) default fee within 60 days from the date of mailing of the ticket will result in the imposition of an additional twenty-dollar ($20.00) default fee, bringing the default fee to forty dollars ($40.00). Failure to pay the penalty and the forty-dollar ($40.00) default fee within 90 days from the date of mailing of the ticket will result in the unpaid penalty and default fee being forwarded for collection.

(6) Default and Collection. Failure to timely elect and perform one of the options contained in division (d)(1) of this section shall constitute an admission of the violation and a waiver of the opportunity to contest the violation. Further, if the registered owner or operator fails to pay the penalty within the period set forth in division (c)(5) of this section, the penalty, along with the additional late fee(s), may be collected by civil suit or other appropriate means of collection.

(7) Other Offenses and Penalties Not Abrogated. Nothing in this section shall be construed as altering or limiting Sections 333.03 or 313.03 of these Codified Ordinances, the criminal penalties imposed by those sections, or the ability of a police officer to enforce those sections against any offender observed by the officer violating either of those sections. Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of division (c)(1) of this section.

(d) Contesting Ticket.

(1) Options Upon Receipt of Ticket. Consistent with R.C. 4511.098, a recipient of a ticket shall elect to do one of the following:

A. In accordance with instructions on the ticket, within 30 days after receipt of the ticket, pay the civil penalty, thereby failing to contest liability and waiving the opportunity to contest the violation;

B. Within 30 days after receipt of the ticket, provide the Court with either of the following affidavits:

1. An affidavit executed by the registered owner stating that another person was operating the vehicle of the registered owner at the time of the violation, identifying that person as a designated party who may be held liable for the violation, and containing at a minimum the name and address of the designated party;

2. An affidavit executed by the registered owner stating that at the time of the violation, the motor vehicle or the license plates issued to the motor vehicle were stolen and therefore were in the care, custody, or control of some person or entity to whom the registered owner did not grant permission to use the motor vehicle. In order to demonstrate that the motor vehicle or the license plates were stolen prior to the traffic law violation and therefore were not under the control or possession of the registered owner at the time of the violation, the registered owner shall submit proof that a report about the stolen motor vehicle or license plates was filed with the appropriate law enforcement agency prior to the violation or within 48 hours after the violation occurred.

C. If the recipient is the registered owner of the motor vehicle involved in the traffic law violation and is a motor vehicle leasing dealer or a motor vehicle renting dealer, the recipient shall within 30 days after receipt of ticket notify the Court of the name and address of the lessee or renter of the motor vehicle at the time of the traffic law violation. A motor vehicle leasing dealer or motor vehicle renting dealer who receives a ticket for an alleged traffic law violation detected by a traffic law photo-monitoring device is not liable for a ticket issued for a motor vehicle that was in the care, custody, or control of a lessee or renter at the time of the alleged violation. The dealer shall not pay such a ticket and subsequently attempt to collect a fee or assess the lessee or renter a charge for any payment of such a ticket made on behalf of the lessee or renter;

D. If the recipient is the registered owner of the motor vehicle involved in the traffic law violation and the motor vehicle is a commercial motor vehicle, and the ticket is issued to a corporate entity, the recipient shall within 30 days after receipt of ticket, provide to the Court an affidavit, sworn to or affirmed by an agent of the corporate entity, that provides the name and address of the employee who was operating the motor vehicle at the time of the alleged violation and who is the designated party;

E. Contest the ticket by filing a written request with the Court for a hearing. The person or entity shall file the written request not later than 30 days after receipt of the ticket. The failure to request a hearing within this time period constitutes a waiver of the right to contest the violation and ticket, and is deemed to constitute an admission of liability and waiver of the opportunity to contest the violation.

(2) A registered owner is not responsible for a traffic law violation if, within 30 days after the date of receipt of the ticket, the registered owner furnishes an affidavit specified in division (d)(1)B or (d)(1)D of this section to the Court in a form established by the Court and the following conditions are met:

A. If the registered owner submits an affidavit as specified in division (d)(1)B.1 or (d)(1)D. of this section, the designated party either accepts liability for the violation by paying the civil penalty or fails to request a hearing within 30 days or is determined liable at hearing;

B. If the registered owner submits an affidavit as specified in division (d)(1)B.2 of this section, the affidavit is supported by a stolen vehicle or stolen license plate report as required in that division.

(3) If the Court timely receives an affidavit described in division (d)(l)B.1 or (d)(1)D. of this section or a notification under division (d)(1)C. of this section from a registered owner, it may proceed to notify the City to send a ticket that conforms with division (c)(4) of this section to the designated party. The City shall send the ticket to the designated party by ordinary mail not later than 21 days after receipt of the affidavit or notification.

(4) Initial Appearance; Hearing; Procedures.

A. Initial appearance. When a person or entity named in a ticket elects to contest the ticket and completes the requirements prescribed in division (d)(1)E. of this section in a timely manner the case shall be set for an initial appearance, and the following will apply:

1. The Lakewood Municipal Court shall conduct an initial appearance not later than 180 days after the filing of a written request for the hearing. The Court may extend the time period in which an initial appearance must be conducted upon a request for additional time for good cause shown.

2. At the initial appearance, the person or entity named in the ticket can discuss any questions or concerns relating to the ticket, including possible resolution.

B. Evidentiary hearing. If the case is not resolved at the initial appearance, it will be set for an evidentiary hearing. The court shall conduct an evidentiary hearing within 90 days of the initial appearance. The following will apply:

1. The Court shall ensure that the evidentiary hearing is open to the public. The Court shall post a docket in a conspicuous place near the entrance to the hearing room. The Court shall identify on the docket, by respondent, the hearings scheduled

for that day and the time of each hearing. The Court may schedule multiple hearings for the same time to allow for occurrences such as non-appearances or admissions of liability.

2. The person who requested the evidentiary hearing or a representative of the entity that requested the hearing shall appear for the hearing and may present evidence at the hearing. The City may present evidence at the hearing.

3. At the evidentiary hearing, the Court shall determine whether a preponderance of the evidence establishes that the violation alleged in the ticket did in fact occur and that the person or entity requesting the review is the person who was operating the vehicle at the time of the violation.

4. If the Court finds by a preponderance of the evidence that the alleged traffic law violation did in fact occur and that the person or entity named in the ticket is the person who was operating the vehicle at the time of the violation, the Court shall issue a written decision imposing liability for the violation upon the individual or entity.

5. If the Court finds by a preponderance of the evidence that the alleged traffic law violation did not occur or did in fact occur but the person or entity named in the ticket is not the person who was operating the vehicle at the time of the violation, the Court shall issue a written decision finding that the individual or entity is not liable for the violation.

C. If the person who requested the hearing or a representative of the entity that requested the hearing fails to appear at the hearing, the Court shall determine that the person or entity is liable for the violation. In such a case, the Court shall issue a written decision imposing liability for the violation upon the individual or entity.

D. 1. If the Court finds that the person or entity named in the ticket was not the person who was operating the vehicle at the time of the violation or receives evidence identifying the designated party, the Court may provide to the City or its designee, within five days of the hearing, a copy of any evidence substantiating the identity of the designated party.

2. Upon receipt of evidence of the identity of the designated party, the City or its designee may issue a ticket to the designated party. The City shall send the ticket by ordinary mail not later than 21 days after receipt of the evidence from the Court or the registered owner of the identity of the designated party.

E. If a designated party who is issued a ticket under this section contests the ticket by filing a written request for a hearing not later than 30 days after receipt of the ticket, the Court shall require the registered owner of the motor vehicle also to attend the hearing. If at the hearing involving the designated party the Court cannot determine the identity of the operator of the vehicle at the time of the violation, the registered owner is liable for the violation. The Court then shall issue a written decision imposing liability for the violation on the registered owner. If the

designated party also is a registered owner of the vehicle, liability for the violation shall follow the order of registered owners as listed on the title to the vehicle.

F. A person who is named in a ticket for a traffic violation under this section may assert a testimonial privilege in accordance with R.C. 2317.02(D).

G. No decision rendered under this section, and no admission of liability under this section or R.C. 4511.098, is admissible as evidence in any other judicial proceeding in this state.

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

Adopted: _____ _____

Sarah Kepple, President of Council

_____

Maureen M. Bach, Clerk of Council

Approved: _____ _____

Meghan F. George, Mayor

City of Lakewood
City Council

Council At Large
Sarah Kepple, President
Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Matt Bixenstine, Ward 4

November 2, 2026

RE: Be SMART

Dear Colleagues,

Secure firearm storage is an essential part of home and community safety. Guns continue to be sold at high volume, and it is more important than ever for parents, community leaders, and caregivers to know how secure gun storage protects children. Since 2020, firearms have been the leading cause of death among children in the United States.

Be SMART, a program of Moms Demand Action and Everytown for Gun Safety, provides a framework designed to help parents and adults normalize conversations around gun safety and empowers individuals to take responsible actions that can prevent child gun deaths and injuries. Mayor George and Chief Fischer have supported Be SMART volunteers for over four years. In this time, Lakewood Be SMART volunteers have set up outreach tables at various events in the community and have conducted several presentations at local PTAs and other organizations.

The Be SMART acronym stands for:

- **S**ecure all guns in your home and vehicle;
- **M**odel responsible behavior around guns;
- **A**sk about the presence of unsecured guns in other homes;
- **R**ecognize the role of guns in suicide; and
- **T**ell your peers to be SMART.

The goal of Be SMART is to normalize what can be an uncomfortable personal conversation related to gun ownership and safe storage of guns in homes and vehicles and to educate the public on safe storage of guns. This is about the safety of all of us and Be SMART provides the tools to begin what can be a difficult conversation. Be SMART volunteers would like to update Council on their activities and outreach efforts. We look forward to hearing from this group. We request this communication be referred to the Public Safety Committee to allow Be SMART volunteers to present and share a program update and continue their work of educating the public.

Sincerely,

Angelina Hamilton Steiner
Member of Council At Large

Matt Bixenstine
Member of Council, Ward 4

Cindy Strebig
Member of Council, Ward 3

City of Lakewood
City Council

Council At Large
Sarah Kepple, President
Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Matthew Bixenstine, Ward 4

November 2, 2026

Lakewood City Council
Lakewood, Ohio

Re: Council appointments to Lakewood Animal Safety & Welfare Advisory Board

Dear Colleagues,

This letter serves to make official the following re-appointments and one new appointment to the Lakewood Animal Safety & Welfare Advisory Board.

Appointee	Appointed By	Term
Rachel Ashton-Misciasci	Councilmember Strebig	1/1/2027-12/31/2028
Nancy Binder	Vice President Baker	1/1/2027-12/31/2028
Phyllis Dykes	Councilmember Bullock	1/1/2027-12/31/2028
Julia Garleb	Councilmember Hamilton Steiner	1/1/2027-12/31/2028

Please join me in congratulating Ms. Binder, Ms. Dykes, and Ms. Garleb on their reappointments and give a warm welcome to new member Rachel Ashton-Misciasci. I would also like to acknowledge the service and leadership of Board Secretary Emily Christescu, who is stepping down after 8 years with LASWAB.

Thanks to these long-serving members, LASWAB is one of the city's most active and engaged volunteer boards, of which I am proud to be a apart.

Sincerely,

Angelina H. Steiner

Angelina Hamilton Steiner
Member, LASWAB
Member of Council At Large

City of Lakewood
City Council

Council At Large
Sarah Kepple, President
Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Matt Bixenstine, Ward 4

November 2, 2026

Lakewood City Council
Lakewood, Ohio

RE: LASWAB Meeting Wednesday October 21, 2026

Dear Colleagues,

LASWAB met on Wednesday October 21st. ACO Crumley provided his monthly shelter report update. The group appreciates these updates as they are provided with detailed reporting metrics and information regarding animals that have been brought in or found. As of the October meeting, the shelter was maxed out for cats with a total of 21, of which 3 were available for adoption. Of the 4 dogs that are in the shelter, 3 were available for adoption. As we continue to commend the work of Lakewood Animal Control and Shelter, it is a reminder that it is the one year anniversary of the opening of the new shelter.

The rest of the meeting was spent planning for the pet food drive, supporting the Lakewood Community Services Center which will be held on **Saturday November 14, from 10:00 am – 2:00 pm** at the City Center Park (Marc's Plaza). As a reminder, donations of cat and dog food are needed and will be accepted to support the 250 Lakewood families in need of monthly pet food assistance due to economic hardship. The group planned their marketing and outreach efforts which include placement of signs in City of Lakewood public areas and social media outreach. LASWAB would appreciate the support to help spread the word about this drive and I am sure would like to see some friendly and familiar faces stop by!

Looking forward, the Board will begin review of their bylaws and a yearly recap report to share with Council.

Sincerely,

Angelina H. Steiner

Angelina Hamilton Steiner
Member at Large

City of Lakewood
Department Of Law

Ernest E. Vargo, Director
Jennifer L. Swallow, Chief Assistant Director
Jeffrey Crossman, First Assistant Director

(216) 529-6030 | law@lakewoodoh.gov

November 2, 2026

Lakewood City Council
12650 Detroit Avenue
Lakewood, Ohio 44107

Re: Resolution approving purchase of former Franklin School property

Dear President Kepple and Members of Council:

Please find attached a resolution that, if adopted, would approve the purchase agreement between the City of Lakewood and Inner Peace Cleveland LLC for the City to acquire the northern portion of the former Franklin School property at 13465 Franklin Boulevard.

The property includes the existing playground area and related improvements. The agreement provides that the City will acquire the property for public park and recreational purposes. The deed will restrict the property to those purposes for 30 years and, during that period, will prohibit its transfer to a private party or to a public entity for an inconsistent use without the seller's written consent. Following closing, the City intends to evaluate improvements to the playground, including possible replacement of the existing equipment with equipment designed to improve accessibility and recreational opportunities for the public.

Timing is of the essence as the seller has indicated that this sale must be completed by the end of November. Therefore, we ask that you refer this to Committee, whereupon the Law Department will provide background and answer questions prior to a Council vote on this transaction at the second meeting in November (16th). Please let us know if you have any issues with the plan.

Approval of the attached resolution will authorize the Mayor and appropriate City officials to execute the agreement in substantially the form presented to Council and to complete the documents and actions necessary for closing. We respectfully request that Council refer the resolution to the appropriate committee for review and adoption.

Respectfully,

Jeffrey Crossman
Assistant Law Director

Angela Byington
Director of Planning and Development

RESOLUTION NO. 2026-50 BY:

WHEREAS, Inner Peace Cleveland LLC owns the former Franklin School property located at 13465 Franklin Boulevard, and the City has negotiated an agreement to purchase an approximately 23,435 -square-foot portion of that property for $300,000; and

WHEREAS, the property to be acquired includes the portion of the former Franklin School property that includes the existing playground area and related improvements and will be used for public park and recreational purposes; and

WHEREAS, the purchase agreement makes the City's obligation to close contingent upon, among other things, satisfactory due diligence, marketable title, approval of the lot split and creation of the property as a separate legal parcel, and approval of this Council; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the powers of local self-government and the authority to acquire and hold real property for municipal purposes; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, safety and welfare and to provide for the usual daily operation of municipal departments, in that immediate effectiveness will permit the City to execute the negotiated agreement, open escrow, undertake the required due diligence and lot-split process, and timely complete the acquisition; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The purchase agreement between the City of Lakewood and Inner Peace Cleveland LLC for the City's purchase of approximately 23,435 square feet of real property currently addressed as 13465 Franklin Boulevard, Lakewood, Ohio, for the purchase price of $300,000, in substantial form as attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor, Director of Law, Director of Planning and Development, Director of Finance, and any other appropriate City officials are hereby authorized to execute the purchase agreement and all deeds, escrow instructions, affidavits, certificates, lot-split documents and other instruments, and to take all actions necessary or appropriate to complete the acquisition in accordance with the agreement. The Director of Law is further authorized to approve nonmaterial changes to the agreement that are consistent with this resolution and not materially adverse to the City, which determination by the Director of Law shall be conclusive.

Section 3. The Director of Finance is hereby authorized to pay the purchase price and the City's closing costs and other expenses authorized by the purchase agreement from funds lawfully available and appropriated for that purpose.

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

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

Adopted:_____

_____
Sarah Kepple, President of Council

_____
Maureen M. Bach, Clerk of Council

Approved:_____

_____
Meghan F. George, Mayor

Exhibit A

Agreement of Sale

Former Franklin School Property

AGREEMENT OF SALE

The City of Lakewood, Ohio, an Ohio municipal corporation and political subdivision ("Buyer"), agrees to purchase from Inner Peace Cleveland LLC ("Seller"), and Seller agrees to sell to Buyer, that certain portion of the real property currently addressed as 13465 Franklin Boulevard, Lakewood, Ohio, consisting of approximately 23,435 square feet as generally depicted as "Lot A" on **Exhibit "A"** attached hereto (the "Property"), upon the following terms and conditions.

ARTICLE 1. PURCHASE PRICE

1.01. **Amount.** The purchase price for the Property shall be the sum of Three Hundred Thousand Dollars ($300,000.00), payable by Buyer to Seller as follows:

(a) **Down Payment.** The sum of Fifteen Thousand Dollars ($15,000.00) in down payment, which Buyer agrees to deposit into escrow within five days from the date hereof.

(b) **Balance.** The remaining balance of the Purchase Price, being Two Hundred Eighty-Five Thousand Dollars ($285,000.00), subject to any prorations or adjustments provided herein, shall be paid at Closing.

ARTICLE 2. ESCROW AND CLOSING

2.01. **Opening of Escrow.** An escrow shall be opened pursuant to this Agreement at Cleveland Home Title, 28005 Clemens Road, Westlake, Ohio 44145 (the "Escrow Agent"), within 5 days from the date hereof, such time being agreed to be of the essence.

2.02. **Conditions of Escrow.** The close of such escrow and the Buyer's obligation to purchase the Property pursuant to this Agreement are expressly conditioned on:

(a) **Marketable Title.** The conveyance to Buyer or Buyer's nominee of good and marketable title to the Property, as evidenced by an Owner's Fee Policy of Title Insurance issued by First American Title Insurance Company, subject only to liens, encumbrances, restrictions, easements, or conditions as may be approved in writing by Buyer. Upon the execution of this Agreement, Seller shall cause to be ordered from the title company a commitment for an Owner's Policy, and a copy of each shall be sent to Buyer for Buyer's review. Within ten days of receipt of the commitment, Buyer shall notify Seller in writing of any liens, encumbrances, restrictions, easements, or conditions shown therein which are objectionable to Buyer. If so notified, the items that are objectionable to Buyer shall be considered "title defects" and shall be removed by Seller on or before the closing date. If the title defects cannot be removed by Seller by the closing date, or any extensions of the closing date as may be agreed to by the Buyer for the correction of these title defects, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties. Buyer shall also have the right to object to any matters disclosed by the survey obtained pursuant to this Agreement.

(b) **Delivery of Possession.** Delivery of possession of the Property to Buyer or Buyer's nominee, immediately on closing, free and clear of all uses and occupancies except as Buyer may waive in writing.

(c) **Inspection of Property; Due Diligence.** Buyer shall have a period of thirty (30) days following the Effective Date (the "Due Diligence Period") to conduct such investigations of the Property as Buyer deems appropriate, including surveys, environmental reviews, engineering studies, title review, lot split approvals, zoning reviews, utility investigations, and other feasibility studies. Seller shall provide reasonable access to the Property for such purposes, provided that Buyer provides not less than twenty-four (24) hours' prior notice to Seller. If Buyer determines, in Buyer's good faith judgment, that the Property is unsuitable for Buyer's intended use on account of a defect, condition, or restriction discovered during the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, whereupon all earnest money shall be returned to Buyer and neither party shall have further obligations hereunder. Buyer may request one thirty (30) day extension of the Due Diligence Period by written notice delivered before expiration of the original Due Diligence Period.

(d) **Lot Split Approval.** Closing shall be contingent upon the parties obtaining all governmental approvals reasonably necessary to create the Property as a separate legal parcel and to permit Buyer to utilize the Property for public park purposes. Buyer shall utilize reasonable efforts to obtain all such governmental approvals.

(e) **Legislative Approval.** Buyer's obligation to close is contingent upon approval of this Agreement and the acquisition contemplated hereby by the Buyer's City Council and any other approvals required by applicable law. Buyer shall utilize reasonable efforts to obtain approval of this Agreement by Buyer's City Council.

2.03. **Failure of Conditions.** Should any of the conditions specified in Paragraph 2.02 of this Agreement fail to occur within thirty (30) days after the effective date of this Agreement, Buyer shall have the power, exercisable by giving written notice to the Escrow Agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by Buyer to Seller or to the Escrow Agent on account of the purchase price of said Property. The exercise of such power by Buyer shall not, however, constitute a waiver by Buyer of any other rights it may have against Seller for breach of this Agreement. The Escrow Agent shall be, and is hereby, irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to refund immediately to Buyer all moneys and instruments deposited by Buyer in escrow pursuant to this Agreement.

2.04. **Prorations.** There shall be prorated between Seller and Buyer on the basis of 30-day months, as of midnight on the day of closing: Real property taxes and assessments levied or assessed against said property as shown on the latest available tax bills, if any. Real estate taxes shall be prorated based upon the acreage or square footage of the Property being conveyed if separate tax parcel information is unavailable as of Closing.

2.05. **Expenses of Closing.** The Expenses of closing described in this Article shall be paid in the following manner:

(a) The full cost of securing the title guarantee or Title Policy described in Paragraph2.02(a) of this Agreement shall be paid by Buyer.

(b) Any costs of transfer and recordation of title shall be paid by Buyer.

(c) Any tax imposed on the conveyance of title to said property to Buyer or Buyer's nominee shall be paid by Seller.

(d) Any fee charged by the Escrow Agent other than the cost of title guarantee or title insurance required by this Agreement shall be paid by Buyer.

(e) Each party shall pay its own attorneys' fees.

(f) The full cost of any Buyer inspections conducted during the Due Diligence Period shall be paid by Buyer.

2.06. **Security for Buyer's Performance.** For the purpose of securing the performance of Buyer under the terms and provisions of this Agreement, Buyer shall deliver to Escrow Agent within five (5) days from the date hereof, the sum of $15,000.00, the down payment, which shall be paid to Seller in the event Buyer breaches this Agreement as provided in Paragraph 5.02 hereof. At closing, the down payment shall be paid over to the Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Buyer shall have given written notice to the Escrow Agent that one or more of the conditions to its obligations set forth in Paragraph 2.02 have not been met, or, in the opinion of Buyer, cannot be satisfied in the manner and as provided for in this Agreement, the down payment shall be forthwith returned by the Escrow Agent to Buyer. The provisions of this Section 2.06 shall survive closing and/or the termination of this Agreement.

2.07. **Time and Place of Closing.** Closing shall occur within fourteen (14) days after expiration of the Due Diligence Period or approval of the lot split, whichever occurs later, unless otherwise agreed in writing by the parties. Notwithstanding the foregoing, the parties shall endeavor to close as promptly as reasonably feasible provided that all other conditions to closing have been fully addressed, including, but not limited to the lot split.

2.08 **Form of Deed**. Seller shall convey the Property together with all improvements located thereon, including all playground equipment, playground surfacing, fencing, benches, trash receptacles, signage, landscaping, lighting, utility improvements, and other fixtures and appurtenances located within the boundaries of the Property in a form as set forth in **Exhibit B**. Notwithstanding the foregoing, any utility systems, equipment, fixtures, or improvements located on the Property but serving Seller's retained parcel shall either be removed by Seller prior to Closing or be made subject to an easement agreement acceptable to Buyer.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

3.01. **Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

(a) There are no parties in possession of any part of said property as lessees, tenants at sufferance, or trespassers;

(b) To Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said Property, or any part thereof;

(c) As of the effective date of this Agreement, Seller has not received any notices of violation of any applicable zoning, building, environmental, health, safety, accessibility, or land-use regulations affecting the Property which remains uncured;

(d) All work and labor performed and all materials furnished with respect to any improvements or repairs to the Property have been paid in full, and there will be no mechanic's liens or the possibility thereof in connection with any such work or labor performed on or materials furnished to the Property;

(e) To Seller's knowledge there are no actions, suits or proceedings against Seller with respect to the Property, and there are no investigations or actions, suits or proceedings at law or in equity pending or threatened against Seller that would adversely affect this transaction or the Property being sold hereunder;

(f) There are no employment contracts, service contracts, or similar contracts or agreements relating to the management, ownership or operation of the Property;

(g) Seller will assign to Buyer on or before the closing date, by delivering them into escrow, any and all guarantees or warranties with respect to the condition of the property, including all improvements, fixtures, equipment and personal property being conveyed hereunder, that remain in effect;

(h) Attached hereto and marked as **Exhibit "C"** is a true and accurate schedule of insurance carried on the premises. Such insurance shall not be modified between the date hereof and the closing date. No written notices or requests have been received by Seller from any insurance company issuing any of such policies which have not been complied with;

(i) To Seller's knowledge ~~a~~ll documents delivered or required hereunder to be delivered to Buyer and all warranties herein made by Seller are accurate and complete, and there has been no material change in any of the facts, circumstances or subject matter of this transaction of which Buyer has not been informed;

(j) The sale and transfer of the aforesaid Property is, or shall be prior to the closing date, duly authorized in accordance with the law and within the scope of authority of the party or parties conveying the Property, and evidence of such authority shall be presented to Buyer prior to the closing of this transaction;

(k) To Seller's knowledge, all utility lines, service connections, drainage facilities, and other infrastructure serving Seller's retained property and located within the Property have been disclosed to Buyer;

(l) Seller has not granted any easements, licenses, permits, or rights of access affecting the Property other than those disclosed in the title commitment or otherwise disclosed in writing to Buyer.

ARTICLE 4. CONTROL OF PROPERTY DURING ESCROW

4.01. **Destruction of Improvements.** Should any of the improvements of said Property be destroyed or substantially damaged prior to closing as herein provided, Buyer shall have the power, exercisable by the giving of written notice by Buyer to the Escrow Agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any and all amounts paid to the Escrow Agent on account of the purchase price of said Property. Any such improvement on said Property shall be deemed substantially damaged for the purpose of this section if the cost of restoring such improvement to the condition it is in at the date of this Agreement exceeds 25 percent of the purchase price of said Property as provided in this Agreement. If said Property is damaged, but such damage is not substantial enough to give Buyer the right to terminate this Agreement, then Seller will assign to Buyer all of Seller's right, title and interest in all insurance proceeds payable with respect to such damage and the purchase price will be reduced by the amount of Seller's deductible, if any.

4.02 **Maintenance of Premises**. Seller shall maintain the Property in substantially the same condition existing on the Effective Date, reasonable wear and tear excepted. Seller shall not remove any improvements, playground equipment, fencing, landscaping, trees, utility improvements, or other fixtures from the Property without Buyer's prior written consent.

4.03 **No New Encumbrances**. Seller shall not, after the Effective Date and prior to Closing, grant any easement, license, lease, right-of-way, utility easement, or other interest affecting the Property without the prior written consent of Buyer.

4.04 **Inspection Cooperation**. Seller shall provide Buyer, its surveyors, engineers, consultants, and contractors reasonable access to the Property for purposes of conducting surveys, environmental reviews, title investigations, lot split approvals, utility investigations, and related due diligence activities.

ARTICLE 5. BREACH

5.01. **By Seller.** Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

(a) Enforce specific performance of this Agreement;

(b) Request that the down payment shall be forthwith returned to Buyer; and/or

(c) pursue any other remedies available at law or in equity.

5.02. **By Buyer.** Should Buyer fail to consummate the purchase of said Property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may:

(a) Receive the down payment from the Escrow Agent, such sum being agreed on as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take said cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event; or

(b) Enforce specific performance of this Agreement.

5.03 **Cure Provision.** Before exercising any remedy under this Article, the non-defaulting party shall provide written notice of the alleged default and the defaulting party shall have fifteen (15) days to cure such default; provided, however, that if the default cannot reasonably be cured within fifteen (15) days, the cure period shall be extended so long as the defaulting party commences cure within such period and diligently pursues completion thereof.

ARTICLE 6. SPECIAL CONDITIONS

6.01. **Special Conditions.** The following shall constitute special Terms of this Agreement and shall survive the Closing.

(a) **Existing Surveys, Reports and Title Evidence.** Seller has provided or, on Buyer's demand, will promptly provide to Buyer the original or copy of any and all surveys, title evidence, soil test reports, environmental site assessments and any other inspections or testing reports or studies which Seller possesses relative to the Property.

(b) **Lot Split and Survey**. Buyer shall obtain, at its sole cost and expense, a boundary survey, legal description, and plat of survey depicting the Property to be conveyed. The Property shall consist of the portion of Seller's existing parcel generally depicted on **Exhibit "A"** and more particularly described in the survey and legal description prepared for closing. The parties shall reasonably cooperate in obtaining any lot split, parcel reconfiguration, zoning approval, or other governmental approval necessary to create the Property as a separate legal parcel. Closing shall be contingent upon approval and recording of all necessary lot split and parcel creation documents acceptable to Buyer.

(c) **Concrete Pad Removal.** Following Closing, Buyer shall, at its sole cost and expense, remove the existing concrete pad located on Seller's retained Lot B immediately east of and adjacent to the building on Lot B, and shall use its best efforts to restore the area with grass comparable to surrounding conditions. Buyer shall complete such removal as soon as practicable following Closing, and shall complete such restoration to grass as soon as seasonally practical thereafter, or along such timeline as otherwise agreed by Buyer and Seller.

(d) **Future Playground Improvements**. Buyer intends to evaluate and improve the existing playground facilities located on the Property following Closing. Such improvements may include the replacement of existing playground equipment with new equipment designed to enhance accessibility and recreational opportunities for the public, including equipment intended to comply with applicable federal accessibility requirements. The nature, scope, design, timing, and cost of any such improvements shall be determined by Buyer in its sole discretion and subject to the availability of funding and any governmental approvals required by law.

(e) **Fence; Parking Lot Access**. Following Closing, Buyer shall, at its sole cost and expense, install a fence (the "Boundary Fence") running the length of the eastern border of the Retained Lot from the northern point of said border (approximately the corner of Franklin Ave. and Lewis Dr.) to the southern point thereof, and including a pedestrian entrance gate and a commercially reasonable gate or other access control mechanism for vehicular ingress and egress from the parking area on the Retained Lot. The Boundary Fence shall be constructed using materials, style, and color, as reasonably determined by Buyer following consultation with Seller. Buyer shall submit the proposed design, materials, and site plan for the Boundary Fence to Seller for Seller's written approval prior to commencing installation, which approval shall not be unreasonably withheld. Seller shall respond to any such submission within ten (10) business days of receipt or as mutually agreed by the parties; failure to respond within such period shall be deemed approval. Buyer shall diligently pursue and complete installation of the Boundary Fence as soon as practicable following Closing. Following installation, Buyer shall maintain the Boundary Fence on its portion of the lot in reasonably good condition. Seller shall, at its sole cost and expense, maintain, repair, replace, and operate the fencing and any gate and all associated hardware and access-control mechanisms installed as part of the Boundary Fence for vehicular access to the Retained Lot.

(f) **Land Valuation**. The parties acknowledge that the Purchase Price for the Property is the result of an arm's-length transaction representing the fair market value of the Property on the Effective Date. Nothing in this provision precludes either party from offering evidence of this transaction in any future proceeding.

ARTICLE 7. MISCELLANEOUS

7.01. **Assignment of Agreement.** This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller, such consent not to be unreasonably withheld, conditioned or delayed. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

7.02. **Survival of Covenants.** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time

following the closing of the transactions contemplated hereby shall survive the Closing and execution, delivery, and execution of the deed.

7.03. **Notice.** Any notice required under this Agreement shall be deemed given when delivered personally, sent by nationally recognized overnight courier, sent by certified United States Mail, return receipt requested, or transmitted by electronic mail with confirmation of transmission.

7.04. **Ohio Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Lakewood, Cuyahoga County, Ohio.

7.05. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.06. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

7.07. **Time of Essence.** Time is of the essence of this Agreement.

7.08. **Descriptive Heading.** The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

7.09. **Counterparts.** This Agreement may be executed in counterparts.

7.10. **Time Limit.** This Agreement shall become effective only upon execution by both parties (the "Effective Date").

7.11. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

(*The signature page follows*.)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands on the dates noted below.

BUYER

City of Lakewood

By: _____ [*signature*]
Angela Byington

Its: Director of Planning and Development

Date: _____

SELLER

Inner Peace Cleveland , LLC

By: _____ [*signature*]
David Fox
Its: Member

Date: _____

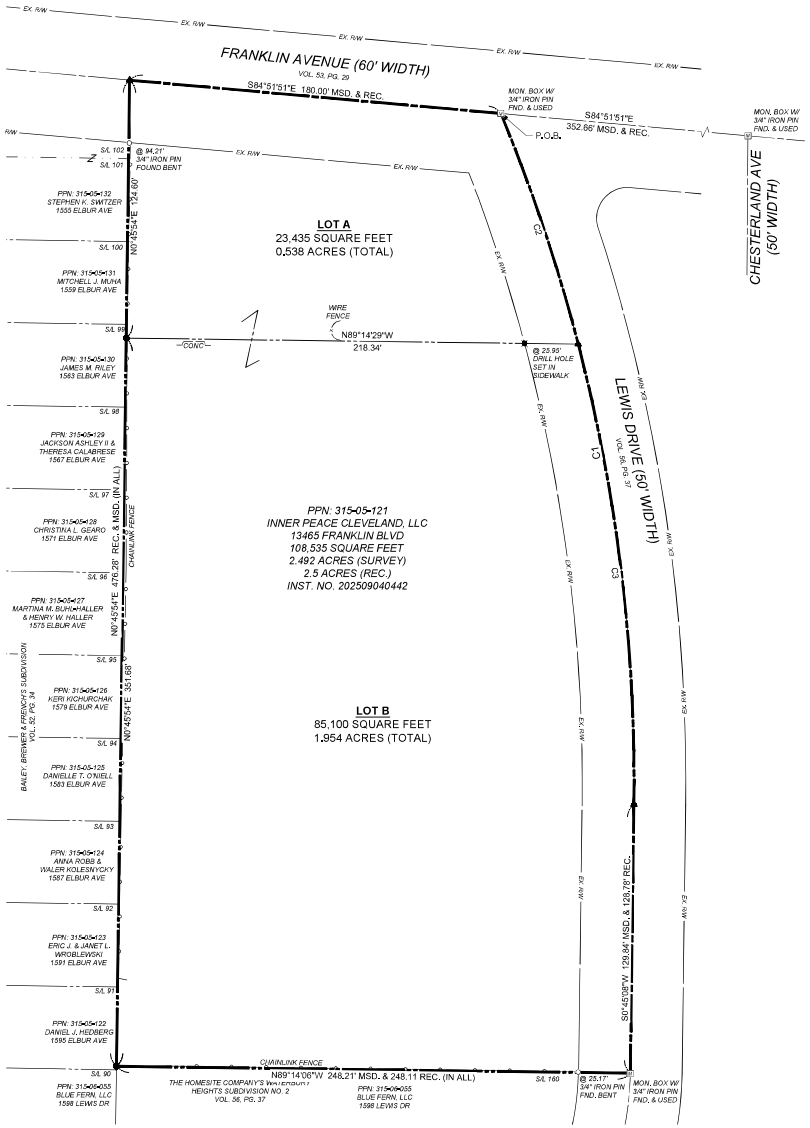
EXHIBIT "A"

Lot Split Plat Depicting Lot A (Property To Be Conveyed)
and Lot B (Seller's Retained Property)

LOT SPLIT PLAT

SITUATED IN THE STATE OF OHIO, THE COUNTY OF CUYAHOGA, THE CITY OF LAKEWOOD, AND BEING KNOWN AS PART OF SECTION 21, ROCKPORT TOWNSHIP, NOW IN SAID CITY OF LAKEWOOD AND MORE PARTICULARLY BEING A PORT OF THE PREMISES CONVEYED TO INNER PEACE CLEVELAND, LLC AN OHIO LIMITED LIABILITY COMPANY, BY AN INSTRUMENT NUMBER 202509040442 RECORDED ON SEPTEMBER 4, 2025, AT THE CUYAHOGA COUNTY RECORDS

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHD BRG	CHD DIST
C1	23° 18' 40"	840.83'	342.09'	S10° 54' 11"E	339.74'
C2	8° 08' 39"	827.29'	117.59'	S18° 33' 11"E	117.49'
C3	15° 17' 52"	840.93'	224.53'	S6° 53' 51"E	223.86'



AREA OF TABULATION

- **LOT A**
  - TOTAL ACREAGE: 0.538 ACRES
  - AREA IN RIGHT OF WAY: 0.177 ACRES
  - NET AREA: 0.361 ACRES
- **LOT B**
  - TOTAL ACREAGE: 1.954 ACRES
  - AREA IN RIGHT OF WAY: 0.203 ACRES
  - NET AREA: 1.751 ACRES

NOTES

1. THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
2. THE PROJECT CONTROL COORDINATE SYSTEM IS BASED UPON THE FOLLOWING:
   - HORIZONTAL DATUM: PROJECT CONTROL COORDINATES FOR THIS PROJECT HAVE BEEN ESTABLISHED BY GPS/RTK OBSERVATIONS UTILIZING THE OHIO COORDINATE SYSTEM OF 1983 (ZONE 3401-OHIO NORTH). OHIO STATE PLANE GRID COORDINATE VALUES ARE EXPRESSED IN UNITS OF U.S. SURVEY FEET.
3. AN ALTA/NSPS LAND TITLE SURVEY WAS NOT PERFORMED.
4. ALL DIMENSIONS GIVEN ARE EXPRESSED IN US SURVEY FEET
5. IRON PINS SET, WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE 5/8" SOLID REBAR, THIRTY INCHES LONG WITH YELLOW PLASTIC CAPS BEARING THE INSCRIPTION "VERDANTAS"
6. EASEMENTS AND/OR RIGHT OF WAYS WERE NOT ADDRESSED DURING THIS SURVEY UNLESS OTHER THAN SHOWN HEREON.
7. EXISTING FENCE IS ONLINE OR APPROXIMATELY 0.50-FEET ON THE SUBJECT PROPERTY.

LEGEND

- EX. CENTERLINE OF RIGHT-OF-WAY
- EX. RIGHT-OF-WAY
- EX. PROPERTY LINE
- EX. SUBLOT LINE
- PR. PROPERTY LINE
- EX. EDGE OF PAVEMENT
- EX. CHAINLINK FENCE
- EX. WIRE FENCE
- EX. MONUMENT BOX FOUND (AS DESCRIBED)
- EX. IRON PIN FOUND (AS DESCRIBED)
- IRON PIN SET
- DRILL HOLE SET
- MSD. OR REC. MEASURED OR RECORD DISTANCE

INTENT OF SURVEY:

THE INTENT OF THIS SURVEY IS SPLIT THE SUBJECT PROPERTY (PPN: 315-05-121) INTO TWO LOTS (LOTS A & B).

OWNERS ACCEPTANCE

THE UNDERSIGNED, INNER PEACE CLEVELAND, LLC, AN OHIO LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON, HEREBY ACCEPTS THIS PLAT OF LOT SPLIT SHOWN HEREON.

INNER PEACE CLEVELAND, LLC

SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

COUNTY OF CUYAHOGA
STATE OF OHIO

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

PERSONALLY APPEARED THE ABOVE _____

THE _____ OF INNER PEACE CLEVELAND, LLC AN OHIO LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED THAT HE/SHE DID SIGN THE FOREGOING INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT THE SAME IS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND HIS/HER FREE ACT AND DEED AS SUCH OFFICER.

IN WITNESS WEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT

_____ OHIO THIS ____ DAY OF _____.

SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

APPROVALS

CITY ENGINEER

THIS LOT SPLIT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF LAKEWOOD

ON THIS ____ DAY OF _____.

CITY ENGINEER

PLANNING COMMISSION

THIS LOT SPLIT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LAKEWOOD

ON THIS ____ DAY OF _____.

CHAIRMAN OF PLANNING COMMISSION

SECRTARY OF PLANNING COMMISSION

CLERK OF COUNCIL

THIS LOT SPLIT HAS BEEN APPROVED BY THE COUNCIL OF THE CITY OF LAKEWOOD

ON THIS ____ DAY OF _____.

CLERK OF COUNCIL

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING LOT SPLIT PLAT IS BASED ON A SURVEY PREPARED WITH ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

THOMAS M. MEEKS
OHIO REGISTERED SURVEYOR NO. 8674

verdantas
8150 STERLING COURT
MENTOR, OH 44060
TEL: 440.951.9000

THOMAS M. MEEKS
STATE OF OHIO
THOMAS W. MEEKS
S-8674
REGISTERED PROFESSIONAL SURVEYOR
OHIO
P.S. 8674

DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NO.
	RAS	TMM	49951

NO.	REVISION	OHIO BY DATE

CITY OF LAKEWOOD, CUYAHOGA COUNTY, STATE OF OHIO

LOT SPLIT PLAT
13465 FRANKLIN BOULEVARD
CITY OF LAKEWOOD

DATE 09/15/2026

SCALE 1"=30'

SHEET 1 OF 1

verdantas

8150 Sterling Court
Mentor, Ohio 44060
440-951-9000

September 15, 2026

Description of Lot Split A

0.538 Acres

of

PPN: 315-05-121

Situated in the State of Ohio, the County of Cuyahoga, the City of Lakewood, and being known as part of Section 21, Rockport Township, now in said City of Lakewood and more particularly being a port of the premises conveyed to Inner Peace Cleveland, LLC an Ohio Limited Liability Company, by an Instrument Number 202509040442 recorded on September 4th, 2025, at the Cuyahoga County Records and being further bound as follows:

PRINCIPAL POINT OF BEGINNING at a 3/4-inch iron pin found in a monument box at the intersection of the centerline of Franklin Boulevard., (60 feet width), and the centerline of Lewis Drive, (50 feet width), at a distant of S 18°31'29" E 352.66 feet from a 3/4-inch iron pin found a monument box at the intersection of the centerline of said Franklin Boulevard and the centerline of Chesterland Avenue (50 feet width);

COURSE I Thence along the centerline of said Franklin Boulevard 117.59 feet along the arc of a curve, deflecting to the RIGHT, (said curve having a radius of 827.29 feet, an included angle 8°08'39", a chord length of 117.49 feet, which bears South 18°33'11" East, to a point in the centerline of said Lewis Drive;

COURSE II Thence North 89°14'29" West, passing over a drill hole set at 25.94 feet, 218.34 feet in all, to an iron pin set on the eastern line of Sublot 99 of the Baily, Brewer and French's Subdivision, Volume 52, Page 34, Cuyahoga County Map Records;

COURSE III Thence North 00°45'54" East, passing by a 3/4" iron pin found at 94.21 feet, 0.24 feet due east of line, 124.60 feet in all, along said eastern line of said Baily, Brewer and French's Subdivision, to a point in the centerline of said Franklin Boulevard;

COURSE IV Thence South 84°51'51" East, 180.00 feet along the centerline of said Franklin Boulevard, to the said point being the PRINCIPAL

POINT OF BEGINNING, and containing **0.538 Acres** (23,435 Square Feet) total of which 0.177 Acres is in Franklin Avenue and Lewis Drive Right of Way leaving a Net Acreage of **0.361 Acres**, of land surveyed and described September 2026 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of Verdantas LLC. and is subject to all legal highways and easements of record.

Bearing contained herein are based upon Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83 (2011).

Where indicated hereon, all iron pins set 5/8-inch diameter rebar, 30 inches in length, having a yellow cap bearing the inscription "VERDANTAS".

The above-described Lot A is a part of Cuyahoga County Parcel No. 315-05-121.

Thomas M. Meeks
Ohio Registered Surveyor No. 8674
September 15th, 2026

verdantas

8150 Sterling Court
Mentor, Ohio 44060
440-951-9000

September 15, 2026

Description of Lot Split B

1.954 Acres

of

PPN: 315-05-121

Situated in the State of Ohio, the County of Cuyahoga, the City of Lakewood, and being known as part of Section 21, Rockport Township, now in said City of Lakewood and more particularly being a port of the premises conveyed to Inner Peace Cleveland, LLC an Ohio Limited Liability Company, by an Instrument Number 202509040442 recorded on September 4th, 2025, at the Cuyahoga County Records and being further bound as follows:

BEGINNING at a 3/4-inch iron pin found in a monument box at the intersection of the centerline of Franklin Boulevard., (60 feet width), and the centerline of Lewis Drive, (50 feet width), at a distant of S 18°31'29" E 352.66 feet from a 3/4-inch iron pin found a monument box at the intersection of the centerline of said Franklin Boulevard and the centerline of Chesterland Avenue (50 feet width);

Thence along the centerline of said Franklin Boulevard 117.59 feet along the arc of a curve, deflecting to the RIGHT, (said curve having a radius of 827.29 feet, an included angle 8°08'39", a chord length of 117.49 feet, which bears South 18°33'11" East, to a point in the centerline of said Lewis Drive and PRINCIPAL POINT OF BEGINNING;

COURSE I Thence along the centerline of said Franklin Boulevard 224.53 feet along the arc of a curve, deflecting to the RIGHT, (said curve having a radius of 840.93 feet, an included angle 15°17'52", a chord length of 223.86 feet, which bears South 6°53'51" East, to a point in the centerline of said Lewis Drive

COURSE II Thence South 00°47'35" West, along the centerline of said Lewis Drive, 129.84 feet to a 3/4" iron pin found in a monument box at the centerline of said Lewis Drive;

COURSE III Thence N 89°14'06" W, passing over a 3/4" iron pin found at 25.17-feet and 0.21 feet due north of line, and being the northeast corner Sublot No. 160 of Waterbury Heights Subdivision No.2, recorded plat, Volume 56, Page 37, Cuyahoga County Map Records,

continuing along the northern line of said Sublot No. 160, in all 248.13 feet, to an iron pin set on the eastern line of Baily, Brewer and French's Subdivision, Volume 52, Page 34, Cuyahoga County Map Records;

COURSE IV Thence N 00°45'54" E, along the eastern line of said Baily, Brewer and French's Subdivision 351.68 feet to an iron pin set in the eastern line of said Baily, Brewer and French's Subdivision;

COURSE IV Thence South 89°14'29" East, passing over a drill hole set at 192.40 feet, in all 218.34 feet, to the PRINCIPAL POINT OF BEGINNING, and containing **1.954 Acres** (85,100 Square Feet) total of which 0.203 Acres is in Franklin Avenue and Lewis D rive Right of Way leaving a Net Acreage of **1.751 Acres**, of land surveyed and described September 2026 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of Verdantas LLC. and is subject to all legal highways and easements of record.

Bearing contained herein are based upon Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83 (2011).

Where indicated hereon, all iron pins set 5/8-inch diameter rebar, 30 inches in length, having a yellow cap bearing the inscription "VERDANTAS".

The above-described Lot B is a part of Cuyahoga County Parcel No. 315-05-121.

Thomas M. Meeks
Ohio Registered Surveyor No. 8674
September 15th, 2026

EXHIBIT "B"

Form of Warranty Deed

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT Inner Peace Cleveland, LLC, the Grantor, claiming title by or through instrument recorded in 202509040442 Cuyahoga County Recorder's Office, for valuable consideration received from, including the sum of Ten Dollars paid by, the City of Lakewood, a municipal corporation, the Grantee, whose tax mailing address is 12650 Detroit Ave., Lakewood, Ohio 44107, does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs, assigns and successors, the following described premises, situated in the City of Lakewood, County of Cuyahoga, and State of Ohio:

The real property described in the two-page "Description of Lot Split A," dated September 15, 2026, prepared by Verdantas LLC and signed and sealed by Thomas M. Meeks, Ohio Registered Surveyor No. 8674, attached to this Deed as Schedule 1 and incorporated herein by reference.

Property Address: No separate street address currently assigned; being Lot A split from the property commonly known as 13465 Franklin Boulevard, Lakewood, Ohio 44107

Permanent Parcel No(s): New PPN for Lot A to be assigned by the Cuyahoga County Fiscal Officer before recording; split from existing PPN 315-05-121

Subject to the Restrictive Covenant set forth below, which is incorporated herein by reference.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs, assigns and successors forever.

AND THE SAID Grantor, for its assigns and successors, hereby covenants with the said Grantee, its heirs, assigns and successors, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

This conveyance is made and accepted subject to the following covenant and restriction (the "Covenant"), which shall run with the land and be binding upon Grantee and Grantee's successors and assigns:

Grantee, for itself and its successors and assigns, covenants that the premises shall be used for public park and recreational purposes, together with any buildings, structures, facilities, improvements, utilities, and accessory uses reasonably necessary or convenient to support public park and recreational purposes (such reasonably incidental accessory uses not to include construction of a vehicle parking lot), and for no other purpose, during the thirty (30)-year period following the date this Deed is recorded (the "Restriction Period"). Additionally, during this Restriction Period, Grantee shall not sell, lease, convey, or otherwise transfer the premises, or any portion thereof, to any private party, nor to any public or governmental entity for a use inconsistent with the preceding sentence, without the prior written consent of Grantor, or Grantor's heirs,

successors, or assigns. This Covenant shall run with the land during the Restriction Period and shall automatically expire, without further action by any party, upon the expiration of the Restriction Period, after which it shall be of no further force or effect.

This covenant shall run with the land and shall be enforceable by Grantor, and Grantor's heirs, successors, and assigns, by action for injunctive relief, specific performance, or damages against Grantee or Grantee's successors or assigns, in the event of any violation or threatened violation of this Covenant. The failure of Grantor, or Grantor's heirs, successors, or assigns, to enforce this Covenant upon any violation shall not be deemed a waiver of the right to enforce this Covenant as to any subsequent or continuing violation. During the Restriction Period, this Covenant may be released, modified, or amended only by a written instrument signed by Grantor, or Grantor's heirs, successors, or assigns, and Grantee, or Grantee's successors or assigns, and recorded in the Office of the Recorder of Cuyahoga County, Ohio. If any provision of this Covenant is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Executed this ____ day of _____, 2026.

GRANTOR:

Inner Peace Cleveland LLC

By: _____
David Fox, Member

GRANTEE:

City of Lakewood

By: _____
Meghan F. George, Mayor

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named **DAVID FOX,** the Member **of INNER PEACE CLEVELAND LLC**, the Grantor in the above-captioned Deed, who acknowledged that he did sign the foregoing Warranty Deed and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at _____, this _____day of _____, 2026.

_____
Notary Public

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named **MEGHAN F. GEORGE**, the Mayor of **CITY OF LAKEWOOD, OHIO**, the Grantee in the above-captioned Deed, who acknowledged that she did sign the foregoing Warranty Deed and that the same is her free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at _____, this _____day of _____, 2026.

_____
Notary Public

EXHIBIT "C"

Schedule of Insurance on the Premises

(To be provided.)

PLANNING & DEVELOPMENT DEPARTMENT

12650 Detroit Avenue 44107 ● (216) 529-6630 ● Fax (216) 529-5907
www.onelakewood.com

November 2, 2026

City Council
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

Re: FY27 HUD Annual Action Plan Resolution &
Lakewood Citizens Advisory Committee FY27 Federal Funding Allocation Recommendations

Dear Council President Kepple & Members of City Council:

Lakewood's Citizens Advisory Committee (CAC) approved its FY27 Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) allocation recommendations to City Council on September 9, 2026, based on estimated 2027 CDBG and ESG awards of $1,850,000 and $160,000 respectively.

We respectfully submit for your consideration the Department of Planning & Development's FY27 HUD Annual Action Plan Resolution and the CAC's FY27 CDBG and ESG allocation recommendations.

Please contact Dan Wyman, Development Officer, or me should you require additional information or assistance.

Sincerely,

Angela Byington
Director of Planning & Development

Dan Wyman
Development Officer

Attachments

1. FY27 HUD Annual Action Plan Resolution
2. Exhibit A: Lakewood Citizens Advisory Committee FY27 Federal Funding Allocation Recommendations to City Council

RESOLUTION NO. 2026-51 BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor to submit the Fiscal Year 2027 (FY27) One-Year Action Plan of the FY25–FY29 Five Year Consolidated Plan (Consolidated Plan) which includes dollar allocations and activities to be funded with federal Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) resources, any other entitlement funds received from the U.S. Department of Housing and Urban Development (HUD), all amendments thereto, and all understandings and assurances contained therein, and incorporates the City's application to HUD for FY27 CDBG and ESG funds.

WHEREAS, the Secretary of HUD is authorized by various federal acts to make grants to units of general local government to finance community development programs, and;

WHEREAS, HUD requires units of general local government to incorporate the Comprehensive Housing Affordability Strategy into a Consolidated Plan, and;

WHEREAS, the City is annually required, with the participation and approval of its Citizens Advisory Committee (CAC), to submit a One-Year Action Plan associated with its current Consolidated Plan which serves as a both a planning document and the City's formal application to HUD for FY27 CDBG and ESG funding, and includes Lakewood's community development goals and objectives, a description of activities to be undertaken during the coming Fiscal Year, a budget, and certifications in the form of assurances, and;

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in order to meet the annual HUD application deadline for federal funds. Now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor is hereby authorized and directed to submit to HUD Lakewood's FY27 One-Year Action Plan of the City's FY25-FY29 Consolidated Plan, as reviewed and approved by the CAC, which serves as the City's FY27 application for federal CDBG and ESG funds as indicated in **Exhibit A**, attached hereto, and all amendments thereto and all understandings and assurances contained therein.

Section 2. The FY27 One-Year Action Plan of the Consolidated Plan, as reviewed and approved by the CAC, includes a multi-year certification for the expenditure of CDBG funds for Fiscal Years 2025, 2026, and 2027 during which at least 70% of Lakewood's CDBG expenditures must directly benefit low-moderate income persons.

Section 3. The Mayor is hereby authorized and directed to act in connection with submission of the FY27 One-Year Action Plan of Lakewood's FY25-FY29 Consolidated Plan, to provide such additional information as may be required and to enter into any and all agreements necessary to accept funds under these programs.

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

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

Adopted:_____

_____
Sarah Kepple, President of Council

_____
Maureen M. Bach, Clerk of Council

Approved:_____

_____
Meghan F. George, Mayor

Exhibit A

Lakewood Citizens Advisory Committee (CAC)

FY27 Federal Funding Allocation Recommendations to City Council

Community Development Block Grant (CDBG)

Subrecipient	Activity	CAC Allocation Recommendation
Department of Planning & Development	CDBG Planning & Administration	$340,000
Department of Planning & Development	Cove Park Overflow Parking Area	$15,000
Department of Public Works	Street Improvements	$825,000
Division of Building & Housing	Building Code Enforcement	$75,000
Division of Community Development	Affordable Housing Programs	$179,000
Department of Planning & Development	Storefront Renovation Program	$70,000
LakewoodAlive	Paint Rebate Program	$41,000
Division of Community Development	HOME Activity Delivery	$27,500
Lakewood Community Services Center	Food Pantry	$86,000
Lakewood Community Services Center	Case Management Services	$30,000
Journey Center for Safety & Healing	Victim Advocacy Services	$19,000
Division of Aging	Senior Supportive Services	$28,000
Division of Early Childhood	Childcare Scholarship Assistance	$50,000
Neighborhood Family Practice	Health Services	$20,000
LakewoodAlive	Housing Outreach Services	$44,500
	Projected FY27 CDBG Award	**$1,850,000**

Emergency Solutions Grant (ESG)

Subrecipient	Activity	CAC Allocation Recommendation
Lakewood Community Services Center	Homelessness Prevention Assistance	$155,000
Department of Planning & Development	ESG Planning & Administration	$5,000
	Projected FY27 ESG Award	**$160,000**

City of Lakewood
Fire Department

Ryan Fairbanks, Fire Chief
Ryan Birth, Fire Marshal

(216) 529-6656
fire@lakewoodoh.gov

November 2, 2026

Lakewood City Council
12650 Detroit Avenue
Lakewood, OH 44107

RE: Norfolk Southern Grant Award

President Kepple and members of City Council,

I am pleased to inform you that the Lakewood Fire Department has been awarded a **2026 Norfolk Southern Personal Safety Equipment Grant** in the amount of **$14,624.00**. The grant is intended to support the purchase of personal firefighter safety equipment and will be used to purchase thermal imaging cameras and bail-out kits for each riding position within the daily operation of the fire department.

Per §111.14 (no match required), this letter serves to formally notify Council of our acceptance of the grant for the purpose of crucial safety equipment.

Thank you,

Ryan Fairbanks

Ryan Fairbanks, Fire Chief

Vendor Number	Vendor Name	Purchase Order Number	Fund	Invoice Number	Amount	Description	Check Date	Check Number	Year	Month
6258	A & A SAFETY, INC.	099095	SCMR Fund	220722	14,717.40	TRAFFIC AND SIGNS	10/09/2026	147305	2026	10
6984	AECOM TECHNICAL SERVICES, INC.	099316	Wastewtr Coll System Fund	200194602	20,681.38	ENVIRONMENTAL AND ECOLOGI	10/23/2026	147426	2026	10
7495	ATLANTIC EMERGENCY SOLUTIONS, INC.	099725	General Fund	#29503EW	26,506.32	BLANKET PURCHASE ORDER	10/23/2026	147432	2026	10
694	BAKER VEHICLE SYSTEMS, INC.	099684	General Fund	01-17859	22,403.93	LAWN MAINTENANCE EQUIPMEN	10/09/2026	147312	2026	10
977	BFI DBA REPUBLIC SERVICES	099372	Wastewtr Coll System Fund	1874421	8,960.21	BUILDING MAINTENANCE AND	10/09/2026	147313	2026	10
7691	BLOCK BY BLOCK INC	099569	General Fund	138026	26,897.94	PROF. SERV. OTHER	10/23/2026	147437	2026	10
7949	CARAHSOFT TECHNOLOGY CORP	099729	General Fund	IN2446809	49,705.92	BLANKET PURCHASE ORDER	10/23/2026	147440	2026	10
7449	CONSULTING ENGINEERING, INC.	099714	Water Fund	INV# 2	11,488.50	MISCELLANEOUS SERVICES	10/09/2026	147323	2026	10
5634	CORE & MAIN	099475	Water Fund	2831967	9,481.01	WATER SUPPLY, GROUNDWATER	10/23/2026	147447	2026	10
		099475		Z824528	19,764.27	WATER SUPPLY, GROUNDWATER	10/23/2026	147447	2026	10
4256	DLZ OHIO, INC.	099321	Wastewtr Coll System Fund	#232351	20,411.00	CONSULTING SERVICES	10/09/2026	147327	2026	10
7025	FOOTE PRINTING	099718	General Fund	#51028	7,580.61	PRINTING AND RELATED SERV	10/23/2026	147461	2026	10
		099718		#51028	7,580.61	NON-COMPETITIVE ITEMS	10/23/2026	147461	2026	10
7903	GALLS, LLC	099671	General Fund	036635061/62	12,001.08	POLICE EQUIPMENT AND SUPP	10/23/2026	147463	2026	10
7522	GREENMAN-PEDERSEN, INC.	099455	Capital Projects Fund	PAY# 7	28,614.96	MANAGEMENT SERVICES	10/09/2026	147340	2026	10
		099455	Wastewtr Coll System Fund	PAY# 7	12,801.42	MANAGEMENT SERVICES	10/09/2026	147340	2026	10
		099455	Water Fund	PAY# 7	37,044.62	MANAGEMENT SERVICES	10/09/2026	147340	2026	10
2413	LAKEWOOD COMMUNITY	099082	Emergency Shelter Grant	SEPT 2026 ESG	28,946.41	NON-COMPETITIVE ITEMS	10/23/2026	147485	2026	10
7946	LKWD PAINTING & CONTRACTING LLC	099719	CDBG Fund	#252606	8,450.00	NON-COMPETITIVE ITEMS	10/23/2026	147491	2026	10
7079	MCCAULLEY & CO., LLC	099687	General Fund	2633	12,500.00	CONSULTING SERVICES	10/09/2026	147363	2026	10
355	NERONE & SONS, INC.		Wastewtr Coll System Fund	INV# 26309	15,662.26	EMERGENCY CONTRACTOR	10/09/2026	147373	2026	10
838	OHIO AFSCME CARE PLAN		Hospitalization Fund	10/01/2026	13,985.50	OCT 2026 AFSCME	10/09/2026	147377	2026	10
7933	PANASONIC CONNECT NORTH AMERICA	099737	General Fund	2949108R	45,694.75	BLANKET PURCHASE ORDER	10/23/2026	147517	2026	10
2832	PETROLEUM TRADERS CORP.	099092	SCMR Fund	2225335	22,316.43	FUEL - GAS	10/09/2026	147382	2026	10
9999999	PRADCO		Law Enforcmnt Trust Fund	INV# 312618	7,550.00	4HR COMM IMPACT	10/23/2026	147520	2026	10
898	QUALITY CONTROL INSPEC., INC.	099521	Water Fund	69154	39,290.19	CONSTRUCTION SERVICES, HE	10/09/2026	147386	2026	10
7118	SENIOR TRANSPORTATION CONNECTION	099169	Office on Aging IIIB Fund	#7314231	11,562.06	HUMAN SERVICES	10/23/2026	147524	2026	10
161	SHAMROCK COMPANIES, INC	099350	Water Fund	TSC/245488	8,316.63	PRINTING AND RELATED SERV	10/09/2026	147395	2026	10
6902	SIXMO, INC.	099553	Capital Projects Fund	#2000576	17,675.50	ARCHITECTURAL SERVICES, P	10/23/2026	147529	2026	10
4108	STRYKER MEDICAL	099723	General Fund	92313872781	30,756.63	BLANKET PURCHASE ORDER	10/23/2026	147533	2026	10
1272	TREASURER, STATE OF OHIO		Death Cert State Fee Fund	#27200422	10,484.73	DEATH CERTIFICATES	10/09/2026	147409	2026	10
			Vital Stats - State Fee	#27200422	32,427.00	DEATH CERTIFICATES	10/09/2026	147409	2026	10
				#27200422	12,339.00	BIRTH CERTIFICATES	10/09/2026	147409	2026	10
5978	USALCO, LLC	099185	Wastewater Treatment Fund	910253751	14,025.53	WATER AND WASTEWATER TREA	10/09/2026	147415	2026	10
3106	VANCE'S LAW ENFORCEMENT	099732	General Fund	1357190-IN	22,595.00	SAFETY SUPPLIES	10/23/2026	147544	2026	10
7125	WEINER & ASSOCIATES CO.,KEITH D.	099427	General Fund	499372CM	7,522.45	P.S. LEGAL SERVICES	10/09/2026	147419	2026	10

LAKEWOOD CITY COUNCIL
ATTN CLERK
12650 DETROIT AVE
LAKEWOOD OH 44107

NOTICE TO LEGISLATIVE AUTHORITY

TO

10020815-1 PERMIT NUMBER	**TRFO** TYPE	**Devrod, LLC** **Lakewood Village Tavern** **13437-41 Madison Avenue** **Lakewood OH 44117** **Muni/Village/Twp: Lakewood**
ISSUE DATE:		
FILING DATE: **9/23/2026**		
PERMIT CLASSES: **D-3 D-3A D-1 D-2**		
18286 TAX DISTRICT	**OCT**	RECEIPT NO

FROM **9/28/2026**

00346940-1 PERMIT NUMBER	TYPE	**B & B TAVERN INC** **LAKEWOOD VILLAGE** **13437-41 MADISON AVE** **LAKEWOOD OH 44107** **Muni/Village/Twp: Lakewood**
ISSUE DATE:		
FILING DATE:		
PERMIT CLASSES:		
18286 TAX DISTRICT	**OCT**	RECEIPT NO

MAILED 9/30/2026 **RESPONSES MUST BE POSTMARKED NO LATER THAN 10/30/2026**

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: **OCT TRFO 10020815-1**
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title) - ☐ Clerk of City Council ☐ Township Fiscal Officer (Date)

(Printed Name) (Email Address) (Telephone No.)