
MEMORANDUM

TO: Board of Control

DATE: 06/26/2014

FROM: Kim Smith

RE: Contract for Signature

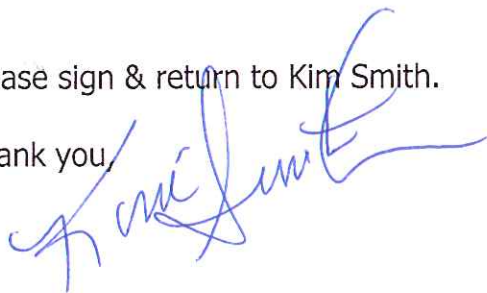
Enclosed is (1) Board of Control letter that requires approval prior to the next Board of Control meeting.

BC-14-177

\$38,000 Purchase of 12217 Plover

Please sign & return to Kim Smith.

Thank you,





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-14-177

June 26, 2014

Board of Control
City of Lakewood, Ohio 44107

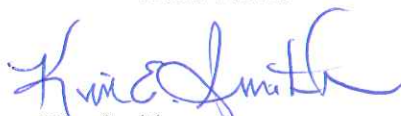
Subject: Award Contract –Purchase of 12217 Plover

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Planning and Development, Division of Community Development, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract with Providence Title Company in care of Seller (Douglas R. Bruce) in an amount not to exceed \$38,000 for the Purchase of 12217 Plover.

A contract for subsequent work will be brought before Board of Control at a later date for rehabilitation of the property.

Contracting Authority:	Ordinance 37-13 \$4,400,000
Contracting Balance	\$3,591,856 / \$3,553,856
Funding:	CDBG Funds
Account Distribution:	240-7078-461-39-10 Proj #142900 \$100,000
Account Balance:	\$100,000 / \$62,000
Contract Approved by Law:	Yes <u>X</u> / No <u> </u> / PO <u> </u>
Object Code:	12217 Plover


 Kim Smith
 Purchasing Manager


	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	 _____	_____	_____
Kevin M. Butler, Director of Law	 _____	_____	6/24/14
Jenn Pae, Director of Finance	 _____	_____	6/26/14
Michael P. Summers, Mayor	 _____	_____	6-27-14



M E M O R A N D U M

DATE: June 25, 2014

TO: Kim Smith
Procurement

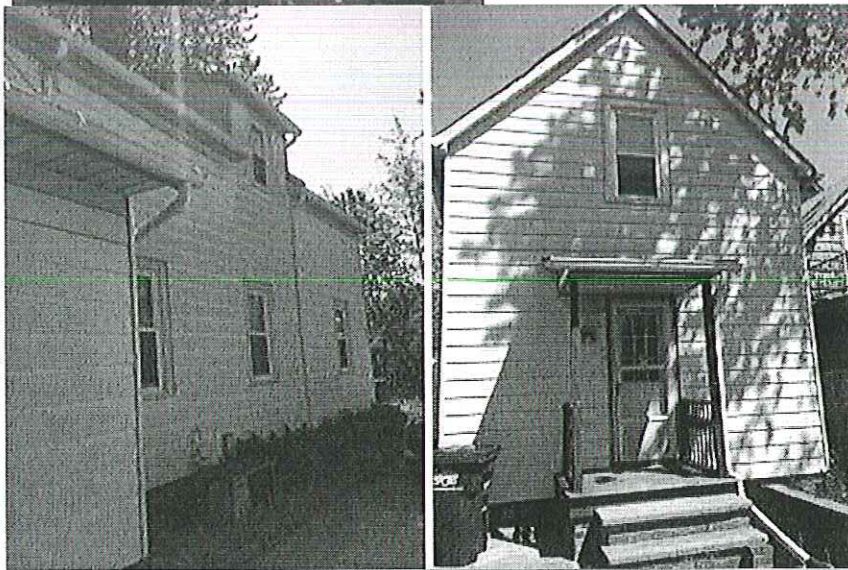
FROM: Mary Leigh 
DCD

Re: Acquisition of 12217 Plover

Community Development is seeking BOC approval to acquire 12217 Plover Street for an amount not to exceed \$38,000. This amount includes our base offer of \$34,000 (for which I have verbal confirmation from the seller's representative) and any additional costs including transfer fees, counter offers, and/or buyer assumed closing costs.

The property being purchased is a single family 2 bedroom, one bathroom house on the south east end of Plover street. It is currently vacant. DCD would like to acquire the structure to rehab and sell to a low and moderate income family using existing CDBG funds. This will be the 3rd rehab property acquired by the DCD in the Birdtown neighborhood.

Attached is the Property Detail Report from the MLS. We believe rehab and sale of the property to an owner occupant will enhance our current development efforts in the neighborhood which include 2147 Dowd (pending rehab), 2126 Quail (under contract) and 2070 Dowd (completed single family home new construction with Habitat for Humanity).



12217 Plover St, Lakewood, OH 44107-5209, Cuyahoga County

Owner Information

Owner Name:	Bruce Douglas R	Tax Billing Zip:	44107
Tax Billing Address:	12217 Plover St	Tax Billing Zip+4:	5209
Tax Billing City & State:	Lakewood, OH	Owner Occupied:	Yes

Location Information

School District Name:	Lakewood City	Census Tract:	1618.00
Subdivision:	Pleasant Hill Allotment	Old Map:	315-22
Zip Code:	44107	Map Page/Grid:	2623-A6
Carrier Route:	C065	Township:	Lakewood

Tax Information

Tax ID:	315-22-083	Tax Area:	130
Exemption(s):	Homestead	Tax Appraisal Area:	130
% Improved:	81%	Lot Number:	371
Legal Description:	20 PLEASHI 0371 NP		
Annual Tax:	\$2,501		

Assessment & Tax

Assessment Year	2013	2012	2011
Assessed Value - Total	\$26,540	\$26,540	\$27,030
Assessed Value - Land	\$4,940	\$4,940	\$6,760
Assessed Value - Improved	\$21,600	\$21,600	\$20,270
YOY Assessed Change (\$)	\$0	-\$490	
YOY Assessed Change (%)	0%	-1.81%	
Market Value - Total	\$75,800	\$75,800	\$77,200
Market Value - Land	\$14,100	\$14,100	\$19,300
Market Value - Improved	\$61,700	\$61,700	\$57,900

Tax Year	Total Tax	Change (\$)	Change (%)
2011	\$2,237		
2012	\$2,247	\$9	0.42%
2013	\$2,501	\$254	11.33%

Characteristics

Universal Land Use:	SFR	Bath Fixtures:	5
County Land Use:	Single Family	Water:	Public
Style:	Cape Cod	Sewer:	Public Service
Lot Frontage:	40	Cooling Type:	None
Lot Depth:	77	Heat Type:	Forced Air
Lot Area:	3,080	Fuel Type:	Gas
Lot Acres:	0.0707	Garage Type:	Detached Garage
Building Sq Ft:	1,048	Garage Capacity:	1
Gross Area:	Tax: 1,592 MLS: 1,048	Garage Sq Ft:	216
Above Gnd Sq Ft:	1,048	Roof Type:	Gable
Total Adj Bldg Area:	1,048	Roof Material:	Asphalt Shingle
Basement Type:	Basement	Roof Shape:	Gable
Basement Sq Feet:	544	Interior Wall:	Plaster
Unfinished Basement Area:	544	Exterior:	Aluminum/Vinyl
Stories:	1.5	Floor Cover:	Hardwood
Condition:	Average	Year Built:	1901
Quality:	Average	Effective Year Built:	1956
Total Rooms:	5	Topography:	Flat/Level
Bedrooms:	2	Electric Service Type:	Type Unknown
Total Baths:	Tax: 1 MLS: 2	Attic Type:	None
Full Baths:	Tax: 1 MLS: 2		

Estimated Value

RealAVM™ (1):	\$54,073	Confidence Score (2):	72
RealAVM™ Range:	\$44,881 - \$63,265	Forecast Standard Deviation (3):	17
Value As Of:	06/06/2014		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of

estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

Listing Information

MLS Listing Number:	3621059	MLS Status Change Date:	05/24/2014
MLS Status:	Active	Days on Market:	26
MLS Listing Date:	05/24/2014	MLS Listing Agent:	2011000511-Sergio Dean Piccluto
MLS Current List Price:	\$47,900	MLS Listing Broker:	REALTY TRUST SERVICES, LLC
MLS Orig. List Price:	\$49,900	MLS Area:	LAKEWOOD

MLS Listing #	2264003
MLS Status	Sold
MLS Listing Date	01/19/2006
MLS Listing Price	\$59,900
MLS Orig Listing Price	\$59,900
MLS Listing Cancellation Date	03/30/2006
MLS Close Date	03/30/2006
MLS Listing Close Price	\$57,000

Last Market Sale & Sales History

Recording Date	03/29/2006
Settle Date	03/27/2006
Sale Price	\$57,000
Buyer Name	Bruce Douglas R
Seller Name	Springer Bruce L
Document Number	3290653
Document Type	Warranty Deed

Mortgage History

Mortgage Date	03/29/2006
Mortgage Amount	\$48,450
Mortgage Lender	First Fed'l S&L/Lakewood
Mortgage Code	Conventional
Borrower Name	Bruce Douglas R

Courtesy of Jason Russell, NORTHEASTERN OHIO REAL ESTATE EXCHANGE

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

1. OFFER OF PURCHASE AND SALE. CITY OF LAKEWOOD ("Buyer") offers and agrees to buy and Douglas R. Bruce ("Seller") agrees to sell the property described below. The "date of this Agreement" shall mean the date it has been signed by all parties.

2. THE PROPERTY.

Addresses: 12217 Plover Street, Lakewood, OH 44107

Permanent Parcel Nos.: 315-22-083

Check here if a full legal description is attached hereto as an exhibit.

The "Property" shall include the land described above, all easements, hereditaments, appurtenances, all buildings and fixtures in their present condition, and all of the following items as are now in the property: electrical, heating, plumbing and bathroom fixtures; light bulbs; window treatments and related hardware; awnings; screens; screen doors; storm windows and doors; landscaping; TV antenna; satellite dish; radiator covers; built in appliances; tacked down carpeting; garage door openers and controls; attached smoke and/or fire detectors and security systems; fireplace grates and screens; and attached mirrors.

Additional items included: .

Items excluded: none.

3. PURCHASE PRICE. The price shall be Thirty-Four and 00/100 Dollars (\$34,000) (the "Purchase Price), to be paid to Buyer in ready funds.

4. FINANCING CONTINGENCY. (Reserved.)

5. CONDITION OF THE PROPERTY; DISCLOSURES.

A. Purchase of the Property "As-Is". Except as provided to the contrary in this Agreement, Buyer and Seller agree that the property is being purchased and sold in its present condition, "AS IS," without any warranties or representations.

B. State of Ohio Residential Property Disclosure Form. (Check one)

Seller has delivered a copy of the Disclosure Form to Buyer.

Seller shall deliver a copy of the Disclosure Form to Buyer within 3 days following the date of this Agreement.

This transaction is exempt from the Disclosure Form requirements.

Seller shall promptly provide Buyer with an amended Disclosure Form if Seller becomes aware of any inaccuracy, omission or change of condition of the Property.

C. Lead Based Paint. (Check One)

The property was constructed in or after 1978 and a lead based paint warning is not required.

The property was constructed prior to 1978 and the Seller has provided to the Buyer a lead based paint warning statement and pamphlet as required by Federal Law.

- D. Private Inspection. Buyer shall have 10 days following the date of this Agreement (the "Inspection Deadline"): (1) to cause the Property to be inspected by one or more qualified inspectors or contractors of Buyer's choosing (the "Private Inspection") and (2) to notify Seller in writing of any deficiencies disclosed by such inspection(s). If the residence on the Property was built before 1978, such inspection(s) shall include, at Buyer's option, a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Seller agrees to cooperate with such inspection(s). If Buyer does not notify Seller of any deficiencies prior to the Inspection Deadline, then Buyer shall be deemed to accept the Property in its present, AS-IS condition. If Buyer gives timely notice, specifying such deficiencies, then unless Buyer and Seller otherwise agree in writing, this Agreement shall terminate 5 days after Seller's receipt of Buyer's notice.
- E. Pre-Closing Walk-Through. (Reserved.)
- F. Government Requirements. If any governmental notices of violations are received prior to the Closing Date but after the date of this agreement, Seller will immediately advise Buyer.
- G. Lead Warning Statement. If the residential dwelling was built prior to 1978 Addendum A must be completed by the parties.
6. DAMAGE. Seller shall bear the risk of loss and shall maintain adequate insurance until title transfer. If any portion of the Property is damaged or destroyed prior to Closing, Seller shall promptly provide written notification to Buyer of such damage and the cost of repair. If the amount of damage as determined by the insurance adjuster or, if none, by a contractor selected by mutual agreement, exceeds 10% of the Purchase Price then Buyer shall have the option, to be exercised by written notice to Seller not later than 5 days after notice from Seller, to: (a) complete the transaction and receive the proceeds of any insurance payable for damage to the Property plus a credit at Closing' equal to the amount of the "deductible," or (b) terminate this Agreement. The failure of Buyer to timely exercise its option shall be deemed an election to complete this transaction. If the amount of the damage is 10% or less of the Purchase Price Buyer shall receive a credit at Closing for the agreed cost to repair such damage.
7. TITLE.
- A. Seller shall convey marketable title to the Property to Buyer or Buyer's nominee, by general warranty deed or fiduciary deed (the "Deed"), with release of dower, if any, free and clear of all liens and encumbrances except the "Permitted Exceptions," defined as follows: (1) any mortgage that Buyer has agreed to assume; (2) real estate taxes and assessments both private and public, which are not yet due and payable; (3) zoning ordinances, if any; (4) restrictions, conditions, reservations, and easements of record, if any, which do not materially and adversely affect the use or value of the Property and are not objected to as provided in 7(D); and (5) any liens or encumbrances created by the acts of Buyer or waived by Buyer as provided in 7(E). Seller specifically agrees that "encumbrances" as defined herein shall include any and all tenancies on the Property.
- B. The Buyer(s) agree to take title in the name of CITY OF LAKEWOOD.
- C. Seller shall furnish Buyer, or its nominee, with an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price (the "Title Policy") issued by PROVIDENCE TITLE COMPANY, Westlake, Ohio (the "Title Company") insuring title to the Property to be good in Buyer, or its

nominee, as of the filing of the Deed for record, subject only to the Permitted Exceptions.

- D. Seller shall furnish a copy of the commitment for the Title Policy, which shall include the results of a special tax search (the "Title Commitment") to Buyer and Buyer's lender, if any, and their respective attorneys, if any, not less than 15 days prior to the Closing Date. The Title Commitment shall be deemed accepted unless a written objection is given by Buyer to Seller within 7 days after receipt ("Title Objections").
 - E. If Buyer objects as provided in 7(D), Seller shall have 30 days after receipt of the Title Objections to provide Buyer with evidence to Buyer's satisfaction that the Title Objections have been removed or will be removed at Closing, failing which, Buyer may elect to: (1) accept title subject to the Title Objections without reduction in the Purchase Price, or (2) terminate this Agreement by giving written notice to Seller and the Escrow Agent within 10 days after such 30-day period has expired. If Buyer shall fail to timely elect to terminate then Buyer shall be deemed to have waived the Title Objections.
 - F. Buyer, at Buyer's cost, may cause a registered surveyor to make a boundary or location survey for the Property. If such survey shall disclose any matter that materially and adversely affects the use or value of the Property, then Buyer may so notify Seller and the Escrow Agent, in writing, prior to the Closing Date, in which event such matter shall be deemed to be a Title Objection.
8. ESCROW. The Escrow Agent for this transaction shall be the Title Company, but Buyer's lender may be substituted at its request. If the title company serves as the Escrow Agent, it shall cause its Title Insurance Underwriter to issue a Closing Protection Letter to Seller, Buyer, and Buyer's lender, if any, prior to the Closing Date. Buyer shall deliver to the Escrow Agent a copy of this Agreement, which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.
9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds and/or financial institution commitments for funds necessary to complete this transaction, including any documents to be signed by Seller as may be required by Buyer or any state or federal agencies providing funding to Buyer, shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date. The Escrow Agent shall file the Deed for record (the "Closing") and complete this transaction in accordance with the provisions of this Agreement on July 30, 2014, subject to extension for curing Title Objections, as provided in 7(D), or on such other date as Buyer and Seller may agree in writing (the "Closing Date"), provided that the Escrow Agent has received all funds and documents required to be deposited with it for the Closing and the Title Company agrees to issue the Title Policy. Seller shall deliver possession of the Property to Buyer, free of any tenants' possessory rights, broom clean, at 6:00 p.m. on the Closing Date, unless the parties otherwise agree in writing.
10. PRORATIONS, CHARGES AND CREDITS.
- A. Buyer shall be responsible for discharging the Mortgage recorded as AFN 200603290654 in the office of the Cuyahoga County Fiscal Office prior to Closing. Seller shall be responsible for paying any current and past-due real estate taxes shown on the tax duplicate through the Closing Date. Assessments (general and special), and other items shown on the tax duplicate shall be prorated as of the Closing Date (charging/crediting items applicable to the Closing Date to Seller), using as the basis for the proration of assessments the rate and valuation shown for the Property on the last available tax duplicate. When the actual tax bill(s) become(s) available, the parties shall adjust directly any difference in taxes for the period prior to Closing. Seller warrants that

Seller has received no written notice of any proposed assessment from any governmental authority.

- B. Seller shall order final meter readings to be made as of the Closing Date for all utilities serving the Property and Seller shall pay all final bills rendered from such meter readings. To secure the payment of the final water and sewer charges the Escrow Agent is authorized to withhold \$-0- from Seller's funds until the Escrow Agent has received evidence to its satisfaction that such charges have been paid in full, but Seller's liability for payment of such charges shall not be limited to the amount so withheld.
 - C. The Escrow Agent shall charge to Seller: (1) the conveyance fee and transfer taxes; (2) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement; (3) the amount due to Buyer for any prorations or credits under this Agreement; (4) the escrow fee; and (5) any real estate broker's commission required to be paid by Seller.
 - D. The Escrow Agent shall charge to Buyer: (1) the cost of the Title Commitment; (2) the cost for the title examination and the premium for the Owners Title Policy, the cost of a Lender's Policy, if any, and any endorsements; (3) the cost of recording the Deed; (4) any costs incurred in connection with Buyer's financing for this transaction; and (5) one-half the escrow fee.
 - E. The Escrow Agent shall charge to the party benefited any other charges not specified in (C) and (D).
11. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing by: (a) hand delivery; (b) U.S. Mail; (c) facsimile; or (d) electronic mail; and shall be deemed given upon actual receipt.
12. TERMINATION. If a party has performed its obligations under this Agreement and, being entitled to do so, that party has elected to terminate this Agreement, then that party shall give the other party and the Escrow Agent written notice of the termination within 3 days following the date on which the right to terminate arose (or such other date as specified herein). Except as otherwise specified in this Agreement, upon any such permitted termination, the parties shall sign a Mutual Release and instruct the Escrow Agent to promptly return all funds (including the deposit) and documents to the party which deposited them, whereupon Seller, Buyer, and the Escrow Agent shall be relieved of liability hereunder, except that Seller shall be liable for the title examination charges, if any, incurred prior to the termination.
13. TIME. Time is of the essence of this Agreement.
14. BUYER DEFAULT; REMEDIES. If Buyer fails to pay the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for 5 days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination:
- A. the parties shall sign a mutual release and instruct the Escrow Agent to deliver the Deposit (after deducting any title charges incurred prior to such termination) to Seller as liquidated damages as Seller's sole remedy for the default; or
 - B. Seller shall pursue any legal or equitable remedies available for the breach.

15. SELLER DEFAULT, REMEDIES. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for 5 days following written notice from Buyer, then Buyer may elect to terminate this Agreement. Buyer thereafter shall be entitled to a return of the earnest money deposit and Buyer may also pursue thereafter any other legal or equitable remedies as a result of the breach.
16. ENTIRE AGREEMENT. This Agreement, including any Addenda, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title. Any modifications to this agreement shall be in writing signed by both parties.
17. PARTIES BOUND AND BENEFITED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.
18. REAL ESTATE BROKER. (Check one):
- No real estate broker is owed a commission in connection with the sale of the Property. Each party represents and warrants to the other that it did not engage the services of any real estate broker or agent in connection with this transaction, except as specifically provided herein, and Seller agrees to indemnify and save Buyer harmless from all claims and liabilities arising out of the breach by it of the foregoing representation and warranty.
- Upon Closing, Seller agrees to pay any commission. The Escrow Agent is instructed to pay said commission from the Seller's proceeds.
19. ADDITIONAL PROVISIONS. Attached hereto and made a part of this Agreement is (are) -0- Addendum (Addenda), setting forth additional and/or alternative provisions of this Agreement.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

(The signature page follows.)

BUYER:



Address: CITY OF LAKEWOOD,
By Michael P. Summers, Mayor
12650 Detroit Ave.
Lakewood, OH 44107

Date:

Phone: (216) 529-6600

Email: law@lakewoodoh.net

SELLER:

Address: Douglas R. Bruce
3550 E 76th St.
Cleveland, OH 44105

Date:

Phone:

Email:

SELLER'S AGENT:

Sergio Dean Picciuto
SAL.2011000511
Realty Trust Services, LLC

Address:

Date:

Phone: 216-926-0135

Email: info@restorethestandard.com

ACCEPTANCE BY ESCROW AGENT:


The Escrow Agent hereby accepts this Agreement in accordance with Paragraph 8 of this Agreement.

ESCROW AGENT:

Printed name: JEANNE M. INMAN

Company: Providence Title Co.

Date:

Approved As To Legal Form:

Director of Law, City of Lakewood

Certified Search for Unresolved Findings for Recovery



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: Providence Title Company

Date: 06/26/2014

This search produced the following list of possible matches:

7 Possible matches were found

Name/Organization	Address
Columbia Prospect LLC	3681 Green Road, Suite 419 Beachwood, OH 44122
Forte Promotions Group, Inc.	13700 York Road North Royalton, OH 44133
MacWin Protocol Technology Services, Inc.	12328 Granger Road Garfield Heights, OH 44125
McPherson Property Group, Inc.	, OH
Ohio Works First Program, Prevention, Retention and Contingency	
Promyse, Inc.	17620 Winslow Road Shaker Heights, OH 44120
Protiva, Michelle	1400 Vineyard Drive, Apartment 102 Broadview Heights, OH 44147

SAM Search Results

List of records matching your search for :

Search Term : Providence* Title* Company*
Record Status: Active

No Search Results

Jun 26, 2014 9:03:46 AM EDT

File Edit Commands Help

SUPPLY PUBLIC SECTOR

NavLine

Project 142900-PRI: 11

- Account types
- Assets
- Expenditures
- Liabilities
- Revenues
- Encumbrances
- Miscellaneous info
- Pending transactions
- Pre-encumbrances
- Project detail balance

Project Information

Description: PRI: 12217 Plover

Status: Active

Estimate: 100,000.00

Type: GR Grant

Sub type: CD COBG Grant Fund Projects

Start/stop dates: 1/01/2014 -

1st month of FY: 00

Source of funds:

Project Code

There are no user defined code fields for this project

Project Year-to-Date

FY: 2014	Balance	100,000.00
Budget:		100,000.00
Actual:		.00
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Project Life-to-Date

FY(s): 0000 - 9999	Balance	100,000.00
Budget:		100,000.00
Actual:		.00
Unposted:		.00
Pre-encumbrance:		.00
Encumbrance:		.00
Pending:		.00

Account Number	Description	Budget	Actual
240-7078-461.39-10	Contractual Services / Other	100,000.00	

Print

Cancel

Exit

Next project

Previous proj..

2013

2015

Project activit..

Change balan..

Placed on first reading and referred to the Finance Committee Nov. 18, 2013; second reading Dec. 2, 2013. Please substitute for the original.

ORDINANCE NO. 37-13

BY: Anderson, Bullock, Juris, Madigan, Nowlin, Powers, Smith.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into service contracts in accordance with the Administrative Code of the City of Lakewood for the Department of Planning & Development in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, 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 that delay could impair the City's ability to provide necessary services in a timely manner; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts in accordance with the Administrative Code of the City of Lakewood, for the Division of Planning & Development, contracts not to exceed the specified amounts shown, except as hereinafter provided:

Service Contracts

\$4,400,000

- Cleveland Restoration Society
- Cleveland Tenants Organization – Landlord Tenant Services
- Domestic Violence Center – Advocacy Services
- Early Childhood Scholarships
- Economic Development/Job Creation Program
- Fair Housing Services
- Family Literacy
- Greater Cleveland Regional Transit Authority
- HOME Investment Program
- Housing Research & Advocacy Center – Fair Housing Services
- Infrastructure Construction
- Lakewood Alive - Housing Outreach and Paint Program
- Lakewood Community Services Center – Employment Services, Homeless Prevention (Rent & Utilities), Rapid Rehousing

- Services, LMI Case Management, Food Pantry and Emergency Shelter Services
- LMI Housing Rehab Loans and Grants
- Loan Service Fees
- Madison and Park Row Park Improvements
- NCHM - Medical Assistance
- Neighborhood Stabilization Acquisition, Demolition & Rehabilitation Program (NSP)
- Rehabilitation Program (RAMP)
- Repair, Accessibility and Maintenance Program (RAMP)
- Residential Vacant Property Redevelopment
- Purchase Revitalization Program
- Residential Demolition Program
- Section 108 - YMCA
- Store Front Renovation

Section 2. The Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. 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 4. 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, and provided it receives the affirmative vote of at least five 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: December 16, 2013


President


Clerk

Approved: December 18, 2013


Mayor