

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 159

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF REVOCABLE LICENSES TO MEGHAN RUGGIERO AND JOSEPH RUGGIERO; NICHOLAS R. CATANZARITE AND LAUREN A. CATANZARITE; AND ANTHONY M. CATANZARITE AND ANDREA M. CATANZARITE, FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

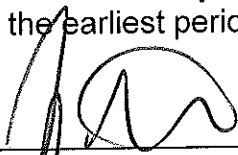
Section 1. That this Council hereby approves and authorizes the granting of revocable licenses to Meghan Ruggiero and Joseph Ruggiero; Nicholas R. Catanzarite and Lauren A. Catanzarite; and Anthony M. Catanzarite and Andrea M. Catanzarite, for the use of portions of the public right-of-way described in the Exhibit "A" of Exhibits 1, 2 and 3, attached hereto, for the purposes of the erection and maintenance of street lights and appurtenances, and upon the terms and conditions set forth in the License Agreements attached hereto as Exhibits 1, 2 and 3, and incorporated herein by reference, which in all respects are approved.

Section 2. That the Mayor be and is hereby authorized to enter into and execute the License Agreements, and to do all things necessary to carry out the provisions thereof.

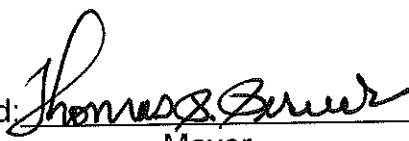
Section 3. That the Clerk of Council is hereby directed to cause the aforesaid License Agreements to be recorded in the office of the Cuyahoga County Fiscal Office after their execution and upon receipt of evidence of titles satisfactory to the Law Director.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all 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. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate granting of the aforesaid license agreements is necessary to secure the illumination of the premises and protect the safety of pedestrian and vehicular traffic on the public right-of-way and prevent a potential public nuisance. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



 President of Council


Approved: 

 Mayor

Date Passed: September 19, 2016

Date Approved: September 20, 2016

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: 

 Clerk of Council

ORD. No. 2016-159 Amended: _____
 1st Rdg. 09-06-16 Ref: PC/PBF
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 09-19-16 Defeated: _____

LICENSE AGREEMENT

Agreement made this 20th day of September, 2016, between the **CITY OF STRONGSVILLE**, an Ohio municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **MEGHAN J. RUGGIERO and JOSEPH RUGGIERO**, husband and wife, located at 12531 Saddlebrook Lane, Strongsville, Ohio 44149, herein collectively called "Licensee."

SECTION ONE

Grant of License; Description of Premises

The City for and in consideration of One Dollar (\$1.00) received from the Licensee, hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a specific portion of the public right-of-way between the sidewalk and the curb, at 12531 Saddlebrook Lane, Strongsville, Ohio 44149 (hereinafter the "Premises") described in Exhibit A, attached hereto and incorporated herein by reference, and as approved by the Planning Commission, City Engineer, Building Commissioner and City Council.

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of one (1) decorative street light and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning September 20, 2016 and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Construction

The street light and appurtenances in, on, under and over the Premises shall be constructed, reconstructed, maintained and repaired in accordance with plans and specifications approved by the City; and such landscaping, street light and/or appurtenances shall be constructed so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. The expense of construction shall be borne solely by the Licensee.

SECTION FOUR Maintenance by Licensee

The street light and appurtenances shall be maintained in good repair by the Licensee at their sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the Premises, landscape care, and any and all other related services necessary to maintain the Premises in good, safe and sanitary conditions and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in existing structures or plantings without the written authorization of the Mayor and such other appropriate persons as the circumstances require. If the Director of Public Safety finds that the landscaping, street light and/or appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Director of Public Safety with or without notice, may cure the defect, and/or perform the required maintenance, or remove the same. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work.

SECTION FIVE Utility Costs

Licensee shall be responsible for and directly pay all costs and expenses for power and related costs charged by The Illuminating Company or any other utility company, their successors or assigns.

SECTION SIX Insurance

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, liability and property damage insurance issued by responsible insurance companies naming the City as an "Additional Interest" and in a form acceptable to the City for the protection against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the demised Premises in an amount not less than \$500,000.00 with respect to any one person, and \$1,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage. In the event that the City is notified that any insurance policy the Licensee maintains for the Premises is canceled or modified in any way, so that the Licensee shall not be in compliance with the liability insurance provisions set forth above, then this Agreement may be terminated by the City by giving written notice to the Licensee, such notice to be given following such cancellation or modification of the liability insurance and not less than five (5) days prior to the termination date therein specified.

SECTION SEVEN Indemnification

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

SECTION EIGHT Termination

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Upon termination, the Licensee shall remove all improvements they made to the right-of-way and return the right-of-way to its original condition. Should the landscaping, street light and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. In the event this Agreement is terminated for any reason, the Licensee shall remove any and all improvements they made pursuant to this Agreement and Licensee shall return the public right-of-way to its original condition.

SECTION NINE General Provisions

A. Binding. All rights, title and privileges herein granted including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

B. Privilege not exclusive. The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a nature similar or dissimilar to those of Licensee.

C. Public Access. This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and maintain the Premises to allow for the free and open use thereof by the public and the City, its officers, agents, employees and others authorized by it.

D. Notices. Any notice mailed, addressed to Licensee at the address listed above, or delivered to Licensee, shall be deemed to be proper notice hereunder to the Licensee by City. Any notice mailed or delivered to the Mayor shall be notice by Licensee hereunder, unless and until City shall designate a different representative or address.

IN WITNESS WHEREOF, the parties being duly authorized have executed this license at Strongsville, Ohio the day and year first above written.

Signed in the presence of:
Nancy M. Sikorski

CITY OF STRONGSVILLE
By: Thomas P. Perciak
Thomas P. Perciak, Mayor

"LICENSEE"
Meghan J. Ruggiero
Meghan J. Ruggiero

Joseph Ruggiero
Joseph Ruggiero

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 20th day of September, 2016.



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019
)
) ss.

Nancy M. Sikorski
Notary Public

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **MEGHAN J. RUGGIERO and JOSEPH RUGGIERO**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 21 day of August, 2016.



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

Nicholas R. Catanzarite
Notary Public

EXHIBIT A

And known as being subplot number 371 in Andrus Woods Westwood Farms Subdivision No. 16, Phase II, of part of Original Strongsville Township Lot No. 94 as shown by the recorded plat in Volume 374 of Maps, Page 8 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

(Permanent Parcel No. 392-02-094)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2016

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

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

PRODUCER Hertvik Insurance Group 7530 Lucerne Drive Suite 110 Middleburg Hts. OH 44130	CONTACT NAME: Marilyn Jackson, CISR	
	PHONE (A/C, No. Ext): (440) 243-2229 FAX (A/C, No): (440) 243-2552 E-MAIL ADDRESS: mjackson@hertvik.com	
INSURED Guiseppe & Megan Ruggiero 12531 Saddlebrook Ln Strongsville OH 44149	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Encompass Insurance	20435
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1681805304 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/P	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 3, Special Form GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		US282033479	10/5/2015	10/5/2016	EACH OCCURRENCE \$ 500000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US282033479	10/5/2015	10/5/2016	EACH OCCURRENCE \$ 1000000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF STRONGSVILLE 1609 FOLTZ PARKWAY STRONGSVILLE, OH 44149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Byland/MRJ

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LICENSE AGREEMENT

Agreement made this 20th day of September, 2016, between the **CITY OF STRONGSVILLE**, an Ohio municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **NICHOLAS R. CATANZARITE and LAUREN A. CATANZARITE**, husband and wife, located at 12534 Saddlebrook Lane, Strongsville, Ohio 44149, herein collectively called "Licensee."

SECTION ONE

Grant of License; Description of Premises

The City for and in consideration of One Dollar (\$1.00) received from the Licensee, hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a specific portion of the public right-of-way between the sidewalk and the curb, at 12534 Saddlebrook Lane, Strongsville, Ohio 44149 (hereinafter the "Premises") described in Exhibit A, attached hereto and incorporated herein by reference, and as approved by the Planning Commission, City Engineer, Building Commissioner and City Council.

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of one (1) decorative street light and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning September 20, 2016, and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Construction

The street light and appurtenances in, on, under and over the Premises shall be constructed, reconstructed, maintained and repaired in accordance with plans and specifications approved by the City; and such landscaping, street light and/or appurtenances shall be constructed so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. The expense of construction shall be borne solely by the Licensee.

SECTION FOUR
Maintenance by Licensee

The street light and appurtenances shall be maintained in good repair by the Licensee at their sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the Premises, landscape care, and any and all other related services necessary to maintain the Premises in good, safe and sanitary conditions and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in existing structures or plantings without the written authorization of the Mayor and such other appropriate persons as the circumstances require. If the Director of Public Safety finds that the landscaping, street light and/or appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Director of Public Safety with or without notice, may cure the defect, and/or perform the required maintenance, or remove the same. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work.

SECTION FIVE
Utility Costs

Licensee shall be responsible for and directly pay all costs and expenses for power and related costs charged by The Illuminating Company or any other utility company, their successors or assigns.

SECTION SIX
Insurance

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, liability and property damage insurance issued by responsible insurance companies naming the City as an "Additional Interest" and in a form acceptable to the City for the protection against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the demised Premises in an amount not less than \$500,000.00 with respect to any one person, and \$1,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage. In the event that the City is notified that any insurance policy the Licensee maintains for the Premises is canceled or modified in any way, so that the Licensee shall not be in compliance with the liability insurance provisions set forth above, then this Agreement may be terminated by the City by giving written notice to the Licensee, such notice to be given following such cancellation or modification of the liability insurance and not less than five (5) days prior to the termination date therein specified.

SECTION SEVEN Indemnification

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

SECTION EIGHT Termination

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Upon termination, the Licensee shall remove all improvements they made to the right-of-way and return the right-of-way to its original condition. Should the landscaping, street light and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. In the event this Agreement is terminated for any reason, the Licensee shall remove any and all improvements they made pursuant to this Agreement and Licensee shall return the public right-of-way to its original condition.

SECTION NINE General Provisions

A. Binding. All rights, title and privileges herein granted including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

B. Privilege not exclusive. The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a nature similar or dissimilar to those of Licensee.

C. Public Access. This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and maintain the Premises to allow for the free and open use thereof by the public and the City, its officers, agents, employees and others authorized by it.

D. Notices. Any notice mailed, addressed to Licensee at the address listed above, or delivered to Licensee, shall be deemed to be proper notice hereunder to the Licensee by City. Any notice mailed or delivered to the Mayor shall be notice by Licensee hereunder, unless and until City shall designate a different representative or address.

IN WITNESS WHEREOF, the parties being duly authorized have executed this license at Strongsville, Ohio the day and year first above written.

Signed in the presence of:

Nancy M. Sikorski

CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak, Mayor

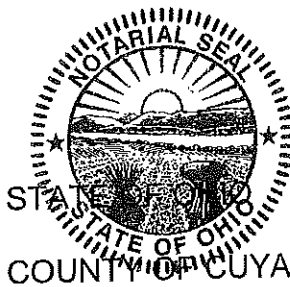
“LICENSEE”
Nicholas R. Catanzarite
Nicholas R. Catanzarite

Lauren A. Catanzarite
Lauren A. Catanzarite

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 20th day of September, 2016.



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019
) ss.

Nancy M. Sikorski
Notary Public

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **NICHOLAS R. CATANZARITE and LAUREN A. CATANZARITE**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 24th day of August, 2016.

Joan Albers
Notary Public

JOAN ALBERS
Notary Public, State of Ohio
My Commission Expires Oct. 15, 2016

EXHIBIT A

And known as being subplot number 368 in Andrus Woods Westwood Farms Subdivision No. 16, Phase II, of part of Original Strongsville Township Lot No. 94 as shown by the recorded plat in Volume 374 of Maps, Page 8 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

(Permanent Parcel No. 392-02-092)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2016

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

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

PRODUCER Brightstone Ins. Services, LLC 7530 Lucerne Drive #101 Middleburg Heights OH 44130	CONTACT NAME: Christine Stanfield PHONE (A/C, No, Ext): 440-260-1006 E-MAIL ADDRESS: cstanfield@brightstoneins.com	FAX (A/C, No): 440-260-0218
	INSURER(S) AFFORDING COVERAGE INSURER A: Encompass Insurance Company	
INSURED Nick R. Catanzarite 12534 Saddlebrook Lane Strongsville OH 44149	CATANZN101	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1398912** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US281734401	9/1/2015	9/1/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Personal Liability			US281734401	9/1/2015	9/1/2016	Limit	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Strongsville, an Ohio Municipal Corporation 16099 Foltz Parkway Strongsville OH 44149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LICENSE AGREEMENT

Agreement made this 20th day of September, 2016, between the CITY OF STRONGSVILLE, an Ohio municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and ANTHONY M. CATANZARITE and ANDREA M. CATANZARITE, husband and wife, located at 12522 Saddlebrook Lane, Strongsville, Ohio 44149, herein collectively called "Licensee."

SECTION ONE

Grant of License; Description of Premises

The City for and in consideration of One Dollar (\$1.00) received from the Licensee, hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a specific portion of the public right-of-way between the sidewalk and the curb, at 12522 Saddlebrook Lane, Strongsville, Ohio 44149 (hereinafter the "Premises") described in Exhibit A, attached hereto and incorporated herein by reference, and as approved by the Planning Commission, City Engineer, Building Commissioner and City Council.

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of one (1) decorative street light and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning September 20, 2016 and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Construction

The street light and appurtenances in, on, under and over the Premises shall be constructed, reconstructed, maintained and repaired in accordance with plans and specifications approved by the City; and such landscaping, street light and/or appurtenances shall be constructed so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. The expense of construction shall be borne solely by the Licensee.

SECTION FOUR
Maintenance by Licensee

The street light and appurtenances shall be maintained in good repair by the Licensee at their sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the Premises, landscape care, and any and all other related services necessary to maintain the Premises in good, safe and sanitary conditions and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in existing structures or plantings without the written authorization of the Mayor and such other appropriate persons as the circumstances require. If the Director of Public Safety finds that the landscaping, street light and/or appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Director of Public Safety with or without notice, may cure the defect, and/or perform the required maintenance, or remove the same. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work.

SECTION FIVE
Utility Costs

Licensee shall be responsible for and directly pay all costs and expenses for power and related costs charged by The Illuminating Company or any other utility company, their successors or assigns.

SECTION SIX
Insurance

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, liability and property damage insurance issued by responsible insurance companies naming the City as an "Additional Interest" and in a form acceptable to the City for the protection against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the demised Premises in an amount not less than \$500,000.00 with respect to any one person, and \$1,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage. In the event that the City is notified that any insurance policy the Licensee maintains for the Premises is canceled or modified in any way, so that the Licensee shall not be in compliance with the liability insurance provisions set forth above, then this Agreement may be terminated by the City by giving written notice to the Licensee, such notice to be given following such cancellation or modification of the liability insurance and not less than five (5) days prior to the termination date therein specified.

SECTION SEVEN Indemnification

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

SECTION EIGHT Termination

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Upon termination, the Licensee shall remove all improvements they made to the right-of-way and return the right-of-way to its original condition. Should the landscaping, street light and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. In the event this Agreement is terminated for any reason, the Licensee shall remove any and all improvements they made pursuant to this Agreement and Licensee shall return the public right-of-way to its original condition.

SECTION NINE General Provisions

A. Binding. All rights, title and privileges herein granted including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

B. Privilege not exclusive. The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a nature similar or dissimilar to those of Licensee.

C. Public Access. This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and maintain the Premises to allow for the free and open use thereof by the public and the City, its officers, agents, employees and others authorized by it.

D. Notices. Any notice mailed, addressed to Licensee at the address listed above, or delivered to Licensee, shall be deemed to be proper notice hereunder to the Licensee by City. Any notice mailed or delivered to the Mayor shall be notice by Licensee hereunder, unless and until City shall designate a different representative or address.

IN WITNESS WHEREOF, the parties being duly authorized have executed this license at Strongsville, Ohio the day and year first above written.

Signed in the presence of:

Nancy M. Sikorski

CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak, Mayor

"LICENSEE"

Anthony M. Catanzarite
Anthony M. Catanzarite

Andrea M. Catanzarite
Andrea M. Catanzarite

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 20th day of September, 2016.

Nancy M. Sikorski
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **ANTHONY M. CATANZARITE** and **ANDREA M. CATANZARITE**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 22 day of August, 2016.



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

NH CB
Notary Public

EXHIBIT A

And known as being subplot number 367 in Andrus Woods Westwood Farms Subdivision No. 16, Phase II, of part of Original Strongsville Township Lot No. 94 as shown by the recorded plat in Volume 374 of Maps, Page 8 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

(Permanent Parcel No. 392-02-090)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2016

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

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

PRODUCER Brightstone Ins. Services, LLC 7530 Lucerne Drive #101 Middleburg Heights OH 44130	CONTACT NAME: Christine Stanfield PHONE (A/C, No, Ext): 440-260-1006 E-MAIL ADDRESS: cstanfield@brightstoneins.com	FAX (A/C, No): 440-260-0218
	INSURER(S) AFFORDING COVERAGE INSURER A: Encompass Insurance Company	
INSURED Anthony & Andrea Catanzarite 12522 Saddlebrook Lane Strongsville OH 44149	CATANZAN01	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1409201919 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			US281740265	12/4/2015	12/4/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Personal Liability			US281740265	12/4/2015	12/4/2016	Limit \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: September 7, 2016
SUBJECT: Referral from Council: Ordinance Nos. 2016-158 & 2016-159

Please be advised that at its regular meeting of September 6, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-158 by Mayor Perciak, Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16.*
- Ordinance No. 2016-159 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF REVOCABLE LICENSES TO MEGHAN RUGGIERO AND JOSEPH RUGGIERO; NICHOLAS R. CATANZARITE AND LAUREN A. CATANZARITE; AND ANTHONY M. CATANZARITE AND ANDREA M. CATANZARITE, FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16.*

A copy of these Ordinances are attached for Planning Commission review.

AKP
Attachments

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: September 9, 2016

Please be advised that at its meeting of September 8, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

MEGHAN AND JOSEPH RUGGIERO

Addition of a street light on Saddlebrook Lane for property located at 12531 Saddlebrook Lane, PPN 392-02-094 zoned R1-100, **subject to the report of the Building Department and City Council approval of the License Agreement.**

NICHOLAS AND LAUREN CATANZARITE

Addition of a street light on Saddlebrook Lane for property located at 12534 Saddlebrook Lane, PPN 392-02-092 zoned R1-100, **subject to the report of the Building Department and City Council approval of the License Agreement.**

ANTHONY AND ANDREA CATANZARITE

Addition of a street light on Saddlebrook Lane for property located at 12522 Saddlebrook Lane, PPN 392-02-090 zoned R1-100, **subject to the report of the Building Department and City Council approval of the License Agreement.**