

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 202

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE APPROVING AND AUTHORIZING A GRANT OF REVOCABLE LICENSE TO SCHNEIDER RESERVE MASTER ASSOCIATION, INC. FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT 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 a revocable license to Schneider Reserve Master Association, Inc., for the use of a portion of the public right-of-way described in the Exhibits "A" and "B" of Exhibit "1" 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 Agreement attached hereto as Exhibit "1", and incorporated herein by reference, which in all respects is approved.

Section 2. That the Mayor be and is hereby authorized to enter into and execute the License Agreement, 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 Agreement to be recorded in the office of the Cuyahoga County Fiscal Office after its execution and upon receipt of evidence of title 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 agreement 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

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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.

[Signature]
President of Council

Approved: Thomas S. Bruel
Mayor

Date Passed: November 21, 2016

Date Approved: 11-21-16

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

Attest: Jimena Pientka
Clerk of Council

ORD. No. 2016-202 Amended: _____
 1st Rdg. 11-7-16 Ref: PC/PZF
 2nd Rdg. 11-21-16 Ref: _____
 3rd Rdg. Suspended Ref: _____
Favorable Recommendation by
Planning Commission 11-17-16.
 Pub Hrg. _____ Ref: _____
 Adopted: 11-21-16 Defeated: _____

LICENSE AGREEMENT

Agreement made this 2nd day of November, 2016, between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **SCHNEIDER RESERVE MASTER ASSOCIATION, INC., c/o Associated Property Management LLC**, located at 5090 Park Avenue West, Seville, Ohio 44273, herein called "Licensee."

SECTION ONE

Grant of License; Description of Premises

City hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the public right-of-way on Kenilworth Drive as reflected in Exhibits A and B, attached hereto and incorporated herein by reference, and as approved by the Planning Commission (the "Premises").

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of two (2) decorative street lights and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning November 22, 2016, and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Periodic Payments

Licensee shall pay City for this license at the rate of One and No/100 Dollars (\$1.00) per year payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance on the first day of December of each year thereafter during the continuance of this Agreement.

SECTION FOUR Construction

The decorative street lights 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 decorative street lights and 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 FIVE Maintenance by Licensee

The decorative street lights and appurtenances shall be maintained in good repair by the Licensee at its sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the decorative street lights, Premises, landscape care, and any and all other related appurtenances in a good, safe and sanitary condition 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 Building Commissioner and such other appropriate body as the circumstances require. If the Director of Public Safety finds that the decorative street lights and appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or are required by the City to be removed in connection with the construction, reconstruction, maintenance and/or repair of the municipal sewer system; 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, obstruction or safety hazard and/or perform the required maintenance or removal. 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 SIX 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 and assigns.

SECTION SEVEN Insurance

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, public liability and property damage insurance issued by responsible

insurance companies naming the City and the Licensee as insureds and in a form acceptable to the City for the protection of the City and Licensee against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City 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 EIGHT 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 NINE Termination

Either party may terminate this Agreement at any time, without regard to payment periods, 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. Should the decorative street lights 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 within fifteen (15) days 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. Upon termination by either party, all decorative street lights and appurtenances shall be immediately removed from the City right of way at the sole cost of the Licensee; and if not so removed by the Licensee, the decorative street lights and appurtenances may be removed by the City, and the cost incurred by the City for the removal shall be charged back to the Licensee.

**SECTION TEN
General Provisions**

A. No Assignment. The license privileges hereunder are personal to Licensee and shall not be assignable by Licensee in whole or in part without the advance, written permission of the City which the City is not required to provide. The rights and obligations hereunder shall be binding upon and inure to the benefit of the Licensee and the City and their respective successors and permitted assigns.

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 similar or dissimilar nature 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. Any notice mailed or delivered to the Mayor shall be notice by Licensee to the City, unless and until City shall designate a different representative or address.

E. Sole Understanding. This Agreement represents the sole understanding of the parties concerning the subject decorative street lights and shall supersede any other prior writings, agreements or understanding, written or oral, regarding the same subject matter.

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:

Aimee P. [Signature]

Ronald M. [Signature]

CITY OF STRONGSVILLE

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


**SCHNEIDER RESERVE MASTER
ASSOCIATION, INC.**

By: *[Signature]*
Its: *BOARD PRESIDENT*

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 22nd day of November, 2016.

 Nancy M. Sikorski
NANCY M SIKORSKI
Notary Public
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **SCHNEIDER RESERVE MASTER ASSOCIATION, INC.**, by John Mott, its Board President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said club/association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 28th day of October, 2016.


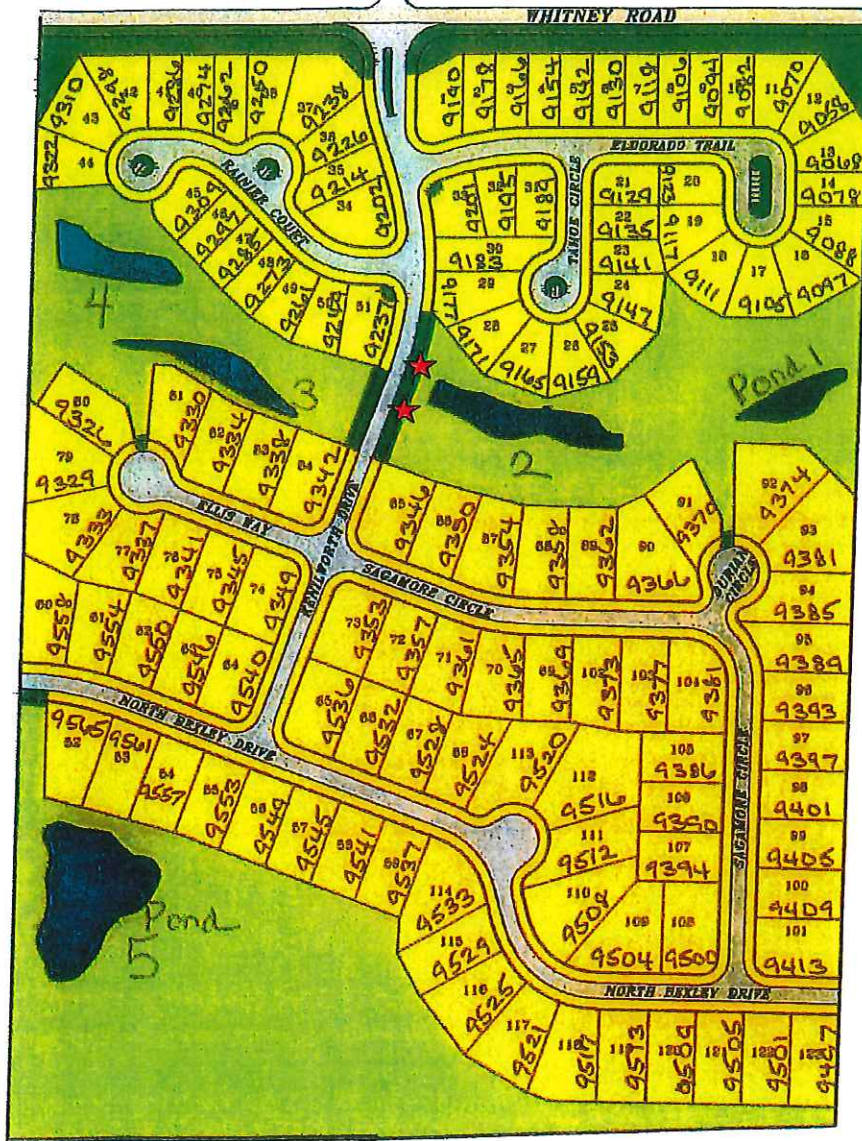
 Nancy M. Sikorski
NANCY M SIKORSKI
Notary Public
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

EXHIBIT A

★ Denotes Street Light



Maintenance Plan

- Homeowner Maintenance
- Common Areas - Weekly Maintenance
- Stormwater Management Areas - Untreated
- Garden Homes Maintenance
- No Maintenance



Schneider Reserve Homeowners' Association Maintenance Plan

This illustration is intended for graphic purposes only. Maintenance Plan subject to change without notice. Not to Scale

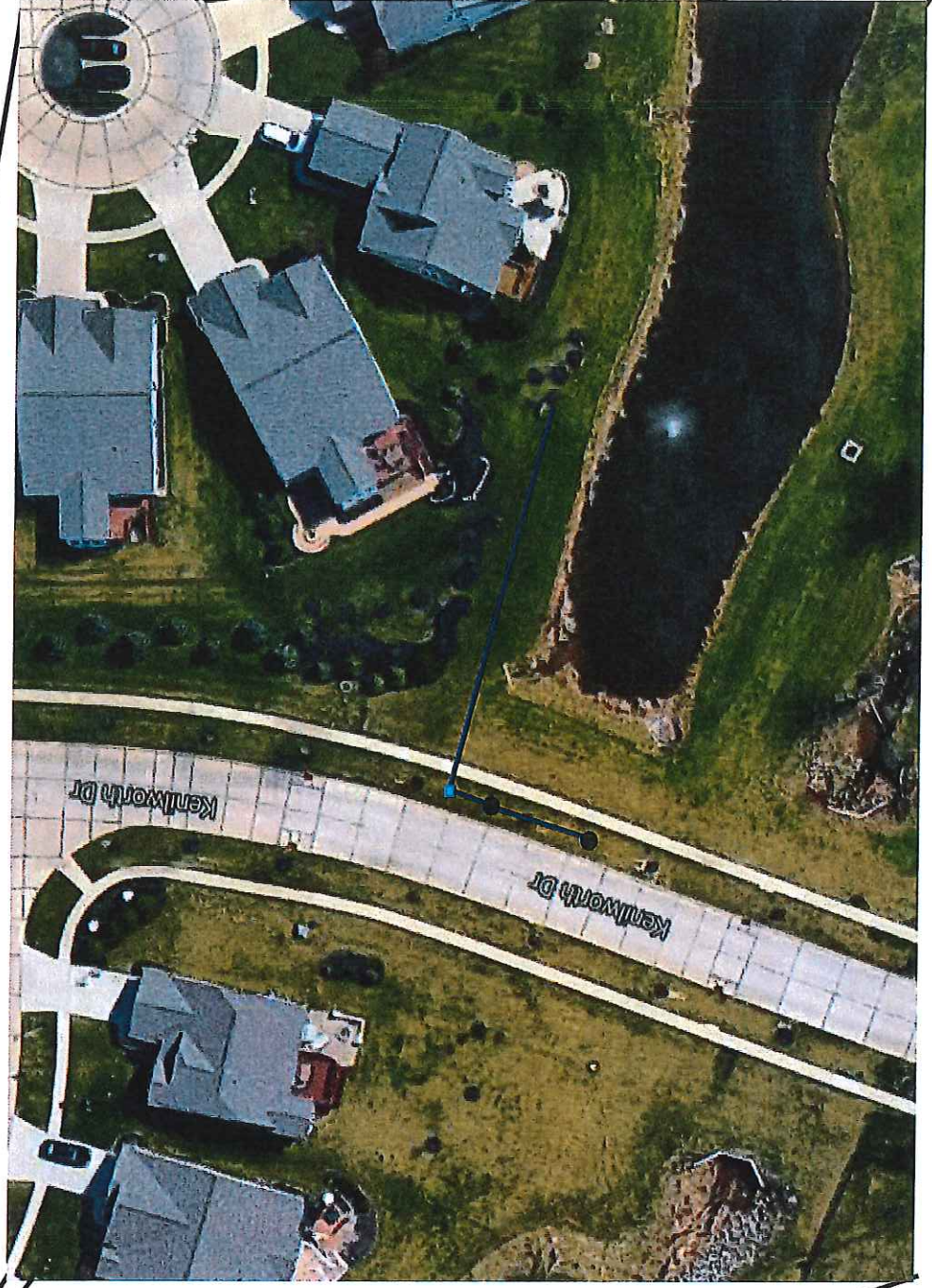
Schneider Reserve – Light Poles



Scope of Work

- 1) Install new 120V, 20A circuit breaker in existing panel
- 2) Trench Approximately 200 feet from Meter Panel to area between the street and sidewalk (Blue Line).
- 3) Install pull box (Light blue box)
- 4) Continue trench to pole locations
- 5) Install 1" PVC conduit
- 6) Install direct bury light poles (Black circle)
- 7) Run 3 12 AWG conductors
- 8) Install luminaires

EXHIBIT B



Contact:
Damon Linder
Lampion Companies
(Perram Electric)
330-465-7151

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: November 8, 2016
SUBJECT: Referral from Council: Ordinance Nos. 2016-179 & 2016-202

Please be advised that at its regular meeting of November 7, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-179 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1258.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH LAND COVERAGE REQUIREMENTS IN CERTAIN BUSINESS ZONING DISTRICTS, AND DECLARING AN EMERGENCY. First reading 09-19-16. Second reading 10-17-16. Third reading and referred to Planning Commission November 7, 2016.
- Ordinance No. 2016-202 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING A GRANT OF REVOCABLE LICENSE TO SCHNEIDER RESERVE MASTER ASSOCIATION, INC. FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 11-07-16.*

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: November 18, 2016

Please be advised that at its meeting of November 17, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

SCHNEIDER RESERVE MASTER ASSOCIATION/Kyle Pelfrey, Agent

Addition of two decorative street lights to be located within the public right-of-way on Kenilworth Drive, PPN 395-22-001 zoned R1-75. (Ordinance No. 2016-202)

Also at that meeting the Planning Commission gave Unfavorable Recommendation to the following;

ORDINANCE NO. 2016-179

An Ordinance Amending Sections 1258.09 of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in order to establish Land Coverage Requirements in certain Business Zoning Districts, and Declaring an Emergency.