

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 125

By: Mr. Maloney

AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF A TEMPORARY, LIMITED LICENSE TO THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT FOR PURPOSES OF ROAD PAVING WORK IN THE CITY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; APPROPRIATING AND AUTHORIZING PAYMENT OF FUNDS FOR THE ROAD IMPROVEMENT, 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 grant of a temporary, limited license to the Board of Park Commissioners of the Cleveland Metropolitan Park District, for the temporary use of a portion of public right-of-way located on Albion Road adjacent to Mill Stream Run Reservation, for purposes of resurfacing and paving a portion of Albion Road, upon the terms and conditions set forth in the Agreement for Temporary License, attached hereto as Exhibit A 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 Agreement for Temporary License and to do all things necessary to carry out the provisions thereof.

Section 3. That the sum of Sixty-Six Thousand Nine Hundred Twenty-Six and 00/100 Dollars (\$66,926.00) is hereby appropriated and authorized to be paid to the Cleveland Metropolitan Park District, as lead agency for this public improvement, upon completion of the project and approval of the work by the City of Strongsville.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 5. 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 6. 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 grant of the aforesaid license is necessary to facilitate repaving of Albion Road and safe movement of traffic within the City, and to conserve public funds. 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.

Michael Daymut
 President of Council

Approved: Thomas B. Bernal
 Mayor

Date Passed: July 6, 2015

Date Approved: July 7, 2015

	<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"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
 Clerk of Council

ORD. No. 2015-125 Amended: _____
 1st Rdg. 07-06-15 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 07-06-15 Defeated: _____

AGREEMENT FOR TEMPORARY LICENSE

THIS AGREEMENT FOR TEMPORARY LICENSE (this "Agreement") is made as of the ____ day of _____, 2015, between CITY OF STRONGSVILLE ("Licensor") and the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio organized and operating pursuant to Chapter 1545 of the Ohio Revised Code ("Licensee").

WITNESSETH THAT:

WHEREAS, Licensor herein is the owner of certain real property known as the Albion Road Right-of-Way in the City of Strongsville, Cuyahoga County, Ohio (the "Strongsville Property"); and

WHEREAS, Licensee is the owner of certain real property adjacent to the Strongsville Property in the City of Strongsville, Cuyahoga County (the "Cleveland Metroparks Property"), both the Cleveland Metroparks Property and Strongsville Property being depicted on the map attached hereto as Exhibit A; and

WHEREAS, Licensor will grant to Licensee the right to, among other things, temporarily enter onto Strongsville Property as depicted on Exhibit A (referred to as the "License Area") for road paving work consistent with the terms of this License.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements provided herein by the parties hereto, the parties hereto mutually agree as follows:

1. Grant of License. Licensor hereby grants permission to Licensee, its members, officers, directors, employees, contractors, and subcontractors to enter upon and temporarily use the License Area for the purpose of road paving work. In particular, Licensor grants permission to Karvo Paving Company ("Karvo") to use the License area for the purpose of road paving work.
2. Compliance with Laws. Licensee's use of the License Area shall comply with all applicable laws, ordinances, rules, and regulations of all public authorities, having any jurisdiction over the License Area or any part thereof.
3. Use of License Area. Karvo shall be liable to Licensor for any loss or damage to any personal property, real property, or person within the License Area. Karvo shall pave Albion Road adjacent to Mill Stream Run Reservation consisting of 1-1/2" asphalt overlay of approximately 0.32 miles of roadway with a typical pavement width of 22 feet and overlay of approximately 395 square yards of existing parking adjacent to the parkways being paved. The work will include asphalt grind and overlay repair of approximately 4,200 square yards prior to the asphalt overlay with pavement marking restoration and berming in-kind.
4. Payment Terms. Cleveland Metroparks will be responsible for initial payment to Karvo Paving Company, with the City of Strongsville to reimburse \$66,926.00 to Cleveland Metroparks at project completion upon approval of the work by Licensor.
5. Insurance. Throughout the term of this Agreement, Karvo shall maintain commercial general liability insurance, including contractual liability coverage, insuring against claims for bodily injury (including death), property damage and personal injury. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence and shall name the Board of Park Commissioners,

Cleveland Metroparks and the City of Strongsville, Ohio as additional insureds. A certificate of insurance evidencing the aforementioned coverage shall be provided to Licensor within 30 days of the effective date of this agreement.

6. Term of License. The License shall be in effect commencing on the date of execution and delivery hereof by Licensor and Licensee and shall be in effect until completion of the paving project.

7. Reversion to Licensor and Licensee. If at any time this Agreement is terminated, the rights hereby granted automatically shall terminate and be forever cancelled.

8. Acceptance of License. Acceptance of the License by Licensee will constitute acceptance of all conditions set forth herein.

9. Notices. All notices, requests, reports and other communications in connection with this Agreement shall be made in writing and shall be deemed to have been given when hand delivered or sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to Licensee:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Executive Officer

With a copy to:

Chief Legal & Ethics Officer
Cleveland Metropolitan Park District
4101 Fulton Parkway
Cleveland, Ohio 44144

If to Licensor to:

City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

With a copy to:

Law Director
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

11. Modification. No modification of this Agreement shall be binding upon Licensor or Licensee unless set forth in writing and executed by Licensor and Licensee in accordance with law.

12. Severability. If any provision of this Agreement shall be or become invalid or unenforceable, then this Agreement shall be divisible as to such provision, and the remainder of this Agreement shall be and remain valid and binding as though such provision were not included herein.

13. Third-Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Agreement.

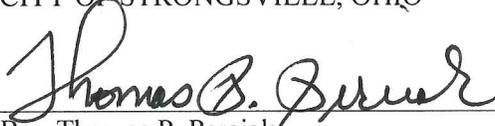
14. Assignment. This Agreement and the License granted hereunder are personal to Licensee. Licensee will have no right, power, or authority to assign this Agreement or the License, either voluntarily or involuntarily, or by operation of law, without the express, prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any attempt to assign this Agreement or the License without the required consent will be null and void and of no legal force or effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK
DISTRICT

Brian M. Zimmerman
Chief Executive Officer

CITY OF STRONGSVILLE, OHIO

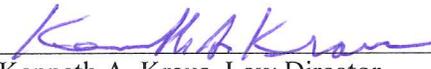


By: Thomas P. Perciak
Its: Mayor

APPROVED AS TO LEGAL FORM BY
ROSALINA M. FINI, CHIEF LEGAL &
ETHICS OFFICER:

Kyle G. Baker, JD, Assistant Legal Counsel

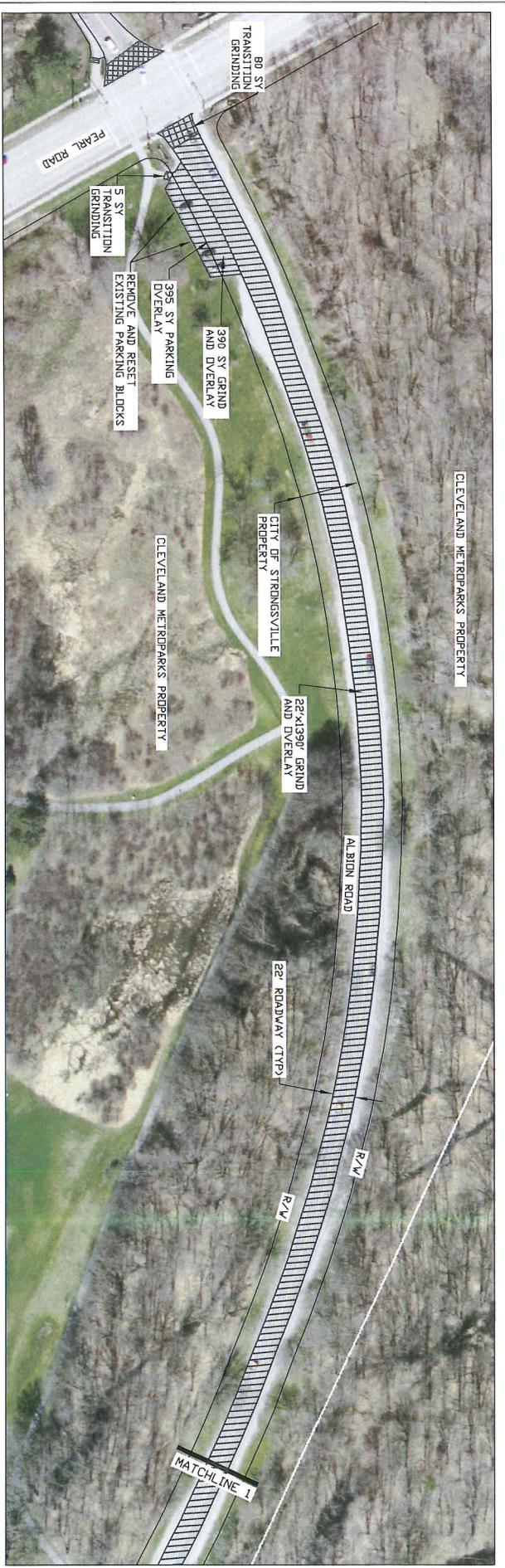
APPROVED AS TO LEGAL FORM BY
LAW DIRECTOR, CITY OF
STRONGSVILLE:



Kenneth A. Kraus, Law Director 7/7/15

EXHIBIT A

See attached drawing.

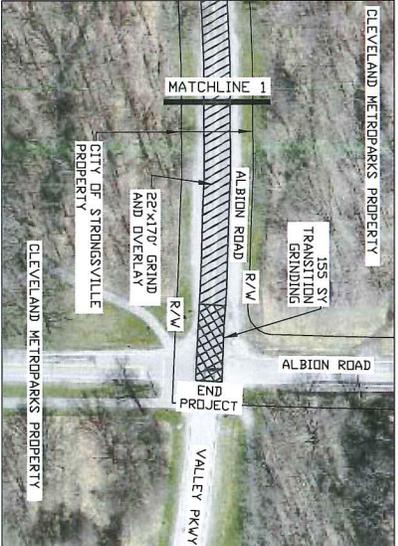


ESTIMATED QUANTITIES-ALT. C
ALBIDON ROAD
(PEARL ROAD TO MATCHLINE 1)

WORK ITEM	S.Y.	TYPICAL DETAIL	LENGTH (FT)
ROADWAY OVERLAY	3556	1	
APT/PARKING OVERLAY	395	1	
GRIND AND OVERLAY	3708	2	
TRANSITION GRINDING	85	3	
CB ADJUSTED TO GRADE	0		
ROADWAY LENGTH			1450

ESTIMATED QUANTITIES-ALT. C
ALBIDON ROAD
(MATCHLINE 1 TO END)

WORK ITEM	S.Y.	TYPICAL DETAIL	LENGTH (FT)
ROADWAY OVERLAY	570	1	
APT/PARKING OVERLAY	0	1	
GRIND AND OVERLAY	416	2	
TRANSITION GRINDING	155	3	
CB ADJUSTED TO GRADE	0		
ROADWAY LENGTH			229



NOTES:
 TRANSITION GRINDING AND GRIND AND OVERLAY LIMITS WILL BE FIELD MARKED BY THE ENGINEER.
 THE CONTRACTOR SHALL SET FINAL GRADE SUCH THAT POSITIVE DRAINAGE IS MAINTAINED.
 ANY HANDLES, CATCHBASINS, VALVES, MONUMENTS, ETC. ENCOUNTERED SHALL BE ADJUSTED TO GRADE PER DDOT CHS 604 EXCEPT STEEL RISER RINGS WILL NOT BE PERMITTED (CAST IRON ONLY).
 EXISTING PAVEMENT MARKINGS ON ROADWAY, APT, AND PARKING AREAS SHALL BE REPLACED IN-KIND. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING AN INVENTORY OF ALL MARKINGS BEFORE CONSTRUCTION BEGINS. IN LIEU OF RE-INSTALLING DUAL 4" EDGELINES AND/OR CONCRETE BLOCKS ALONG APT, A SINGLE 8" EDGE LINE SHALL BE PAINTED SEPARATING PARKWAY FROM APT AND CROSS-HATCHING ON APT SHALL NOT BE RE-PAINTED.
 QUANTITIES SHOWN FOR OVERLAY ARE INCLUDING AREAS OF GRIND AND OVERLAY & PAVEMENT GRINDING TRANSITIONS.

- LEGEND**
- PROPOSED OVERLAY
 - GRIND AND OVERLAY
 - PAVEMENT GRINDING TRANSITION

