

**CITY OF MAPLE HEIGHTS  
COUNCIL MEETING AGENDA**

**Maple Heights Senior Center – 7:00 PM**

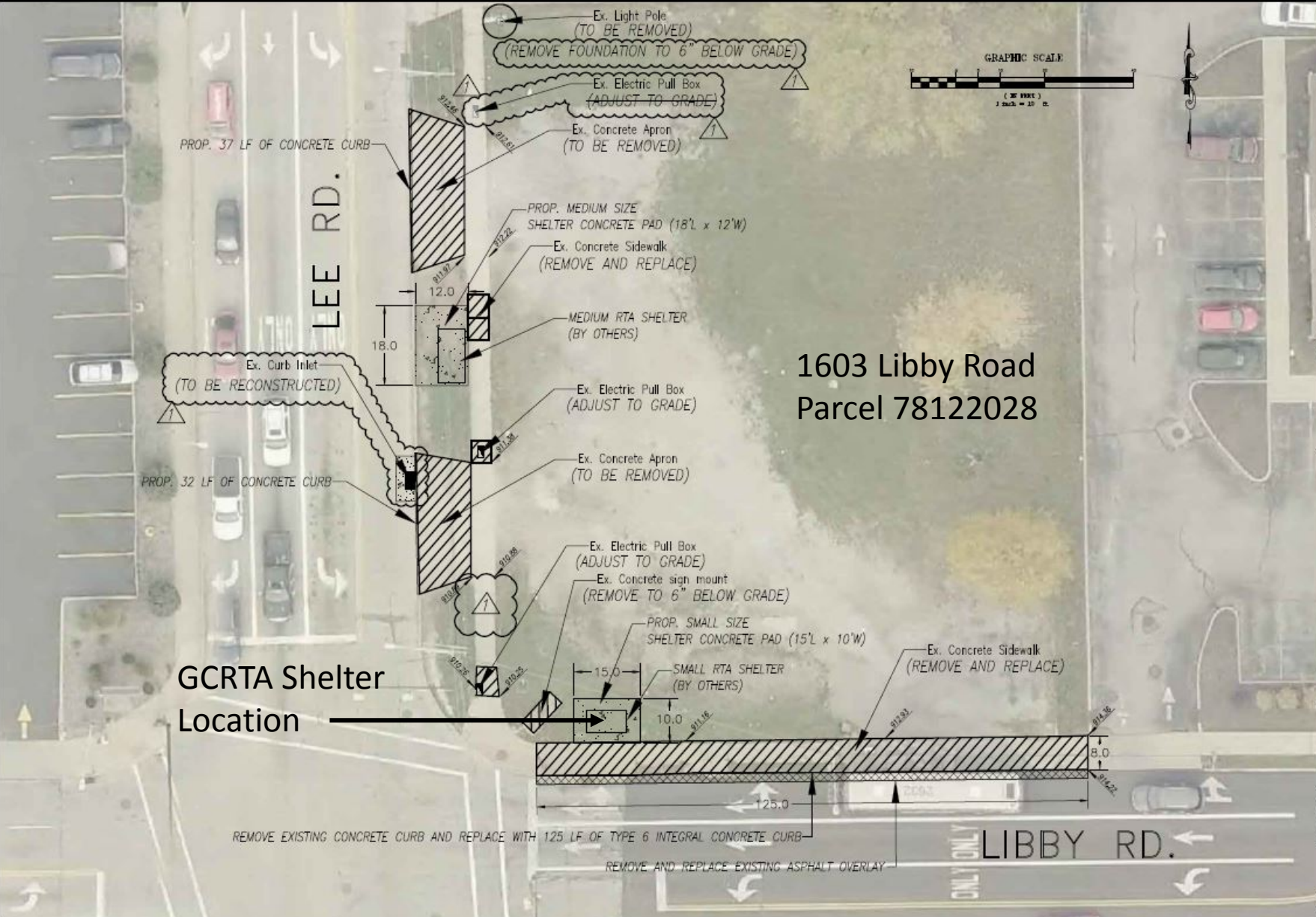
**February 6, 2019**

- 
- |  |  |
|--|--|
| <b>1. Caucus: 6:30 pm</b>                  | <b>All members of Council</b>                        |
| <b>2. Call to Order:</b>                   | <b>Council President Ron Jackson</b>                 |
| <b>3. Invocation/Pledge of Allegiance:</b> | <b>Councilwoman Ebony Miller, District 3</b>         |
| <b>4. Roll Call:</b>                       | <b>Council Clerk Leonette Cicirella</b>              |
| <b>5. Addendum:</b>                        |  |
| <b>6. Approval of Minutes:</b>             | <b>January 16, 2019 (Regular Meeting of Council)</b> |
| <b>7. Council Committee Reports:</b>       |  |
| <b>8. Department Reports:</b>              |  |
| <b>9. Citizen's Comments:</b>              | <b>3-minute limitation</b>                           |
| <b>10. Legislation:</b>                    |  |

**2019-03 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A BUS SHELTER LICENSE AGREEMENT WITH THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (GCRTA) FOR THE BUS SHELTER TO BE CONSTRUCTED AS PART OF THE LEE-LIBBY POCKET PARK PROJECT IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

- |  |  |
|--|--|
| <b>11. Expenditures over \$1,000.00</b>              |  |
| <b>12. Mayor's Report</b>                            |  |
| <b>13. Council &amp; Council President's Reports</b> |  |
| <b>14. Adjournment</b>                               |  |



1603 Libby Road  
Parcel 78122028

GCRTA Shelter  
Location

DATE	11/11/11
SCALE	AS SHOWN
DRAWN BY	BLM
CHECKED BY	BLM
DATE	AUGUST, 2011
SCALE	1"=10'
PROJECT NUMBER	18217
DRAWING NAME	18217 - SHELTER
SHEET	1
TOTAL SHEETS	2

IMPROVEMENT PLAN  
**LEE-LIBBY**  
**POCKET PARK**  
CITY OF MAPLE HEIGHTS  
CUYAHOGA COUNTY, OHIO

DATE	11/11/11
SCALE	AS SHOWN
DRAWN BY	BLM
CHECKED BY	BLM
DATE	AUGUST, 2011
SCALE	1"=10'
PROJECT NUMBER	18217
DRAWING NAME	18217 - SHELTER
SHEET	1
TOTAL SHEETS	2

**RESOLUTION NO.: 2019-03**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**CO-SPONSORED BY:** Council President Ron Jackson

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A BUS SHELTER LICENSE AGREEMENT WITH THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (GCRTA) FOR THE BUS SHELTER TO BE CONSTRUCTED AS PART OF THE LEE- LIBBY POCKET PARK PROJECT IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY**

**WHEREAS**, on November 15, 2017 Council authorized the Mayor to make application, sign and file all necessary documents and contracts with the Cuyahoga County Department of Development for the 2018 Community Development Supplemental Grant Program; and

**WHEREAS**, the City of Maple Heights had been awarded \$50,000.00 by the Cuyahoga County Department of Development under the 2018 Competitive Municipal Supplemental Grant Program for the Lee-Libby Pocket Park Project which included the removal of concrete aprons, replacement of concrete walk and curb as well as various improvements to the vacant lot at the intersection of Lee Road and Libby Road owned by the City of Maple Heights; and

**WHEREAS** the plans and specifications for the Lee-Libby Pocket Park Project included provisions for a new bus shelter to be constructed by the Greater Cleveland Regional Transit Authority along the Libby Road frontage of the vacant lot at the intersection of Lee Road and Libby Road owned by the City of Maple Heights; and

**WHEREAS** the Greater Cleveland Regional Transit Authority is requiring that the City of Maple Heights enter into a Bus Shelter License Agreement, attached herein as Exhibit 1, for the new bus shelter to be constructed as part of the Lee-Libby Pocket Park Project.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

**Section 1.** The Mayor is hereby authorized and directed to enter into the Bus Shelter License Agreement with the Greater Cleveland Regional Transit Authority, as attached herein as Exhibit 1, for the new bus shelter to be constructed as part of the Lee-Libby Pocket Park Project in the City of Maple Heights:

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all 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, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the health and welfare of the residents of the City, and to begin the project in a timely manner in the spring months, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Resolution No. 2019-03  
Page Two

PASSED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**BUS SHELTER LICENSE AGREEMENT  
BETWEEN  
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
AND**

---

This Agreement (“**Agreement**”) made and entered into on the date(s) specified below, by and between\_\_\_\_\_, (“**Licensor**”) with a business mailing address of\_\_\_\_\_, and the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio (“**Licensee**”), with a business mailing address of 1240 West 6<sup>th</sup> Street, Cleveland, OH 44113.

**WHEREAS**, Licensor is the owner of the realty identified on [Exhibit "A"](#) attached hereto and made a part hereof; and

**WHEREAS**, it is to the mutual benefit of the parties for Licensee to use that certain area of Licensor's realty located and identified on [Exhibit "A"](#) for a bus shelter; and

**WHEREAS**, Licensee's passengers and Licensor's invitees also will mutually benefit from the installation of a bus shelter and the use thereof.

**NOW, THEREFORE**, in consideration of the mutual benefits received by each party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. GRANT OF LICENSE**

Subject to the terms and conditions of this Agreement, Licensor hereby permits Licensee to enter upon property owned by Licensor located at \_\_\_\_\_ (street address) for the “Purpose” set forth below and identified on [Exhibit "A"](#) as the “GCRTA Shelter Location” (hereinafter the “**Licensed Premises**”).

**II. PURPOSE**

The Licensed Premises may be used by Licensee solely for the purpose of installation, use maintenance and replacement of a bus shelter for bus passengers, and for incidental uses related to such purpose, during the term of this Agreement. The bus shelter is the property of Licensee, and Licensor has no property rights to such bus shelter, nor does Licensee have property rights to the land located around and below the bus shelter.

Licensee shall maintain, repair and replace any improvements constructed on the Licensed Premises by Licensee as provided in this Agreement at Licensee’s sole cost and expense; provided, however, that if any replacement is required, Licensee shall provide prior written notice to Licensor.

**III. CONSIDERATION**

Licensor and Licensee acknowledge that they will mutually benefit from the bus shelter, and also that Licensor's invitees and Licensee's passengers will benefit from such bus shelter. Licensor agrees to provide the concrete pad needed for the shelter in accordance with Licensee

specifications. Licensee agrees to install and maintain the bus shelter during the term of this Agreement. Licensee shall be responsible for the installation and removal of any signage and identification markings relative thereto, including advertising providing income benefitting Licensee. Such mutual benefits and expense constitute the consideration for this Agreement.

#### **IV. TERM**

The term of this Agreement shall commence on the date of execution by the last party signing this Agreement and shall continue until terminated by either party upon ninety (90) days prior written notice. Upon the termination of this Agreement, Licensee shall (i) remove the bus shelter and any and all items placed on the Licensed Premises by the Licensee, excluding any concrete pad; and (ii) repair and restore any damage caused by such removal and surrender the Licensed Premises to Licensors in as reasonably good condition and repair as on the date possession was given (ordinary wear and tear excepted).

#### **V. LIABILITY**

Licensee's liability is governed by the provisions of the Ohio Revised Code, Chapter 2744, and other laws of Ohio. In accordance with those laws, the Licensee shall hold harmless Licensors for Licensee's negligent use of the Licensed Premises that may result in damage, liability or expense caused to the Licensed Premises by the Licensee's negligence. Licensors agree that the Licensee shall not be liable to it for normal wear and tear caused to the Licensed Premises as a result of the Licensee's use thereof, and Licensors agree to indemnify and hold the Licensee harmless from and against any and all damage, liability, or expense to persons or property caused by Licensors's negligence or intentional conduct.

#### **VI. SUCCESSORS IN INTEREST**

Subject to the termination provisions in Section IV above, this Agreement shall run with the land and shall obligate and run to the benefit of any successors in interest of the parties hereto. Either party hereto has the right to record this Agreement in the records of the county in which the Licensed Premises is located.

#### **VII. GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Agreement shall take place in the courts of Cuyahoga County.

#### **VIII. NOTICES**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by (i) any nationally recognized receipted overnight courier, or (ii) certified or registered mail, if sent to the respective address of each party as set forth above. Notice shall be delivered or mailed to the parties at the addresses below:

Greater Cleveland Regional Transit  
Authority  
Attn: Maribeth Feke  
Director of Programming and Planning  
1240 West 6<sup>th</sup> Street  
Cleveland, OH 44113-1331

**IX. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

**X. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]**

**IN WITNESS THEREOF**, each party to this Agreement has caused it to be executed at Cleveland, Ohio, on the date(s) indicated below.

Licensor:

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Licensee: **Greater Cleveland Regional  
Transit Authority**

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Floun'say Caver, Interim  
General Manager/Secretary-Treasurer

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

The legal form and correctness of the within instrument are hereby approved.

\_\_\_\_\_  
General Counsel, Deputy General  
Manager for Legal Affairs

STATE OF OHIO            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )



BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ [name of owner] \_\_\_\_\_, who acknowledged that she/he did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of the \_\_\_\_\_ [name of owner] \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Floun'say Caver, Interim CEO, General Manager/Secretary-Treasurer, of Greater Cleveland Regional Transit Authority, 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 the Greater Cleveland Regional Transit Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

This instrument was prepared by:

Legal Department  
Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113