

## MINUTES

### MEETING VIA ZOOM

Orange Village Planning & Zoning Commission  
Architectural Board of Review  
Tuesday, April 20, 2021 – 6:30 pm

Mayor Mulcahy, Chairperson called the meeting to order at 6:30pm

Members Present via Zoom: Anthony Lazar, Kathy Moran, Eric Newland, Scott Lewis,  
Brian Hitt, Jud Kline, Mayor Kathy Mulcahy

Members Absent:

Others Present via Zoom: Councilwoman Staci Vincent  
April Skurka, Future ABR member  
Steve Byron, Law Director  
Robert McLaughlin, Chief Building Official  
Karen Morocco, PZ/ABR Secretary

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**#1                      28550 EMERY ROAD – FRONT DINING ROOM ADDITION & FRONT  
COVERED PORCH**

**Present via Zoom:** Ethan Rothermel, The Architecture Office  
Laura McCormick, Homeowner

**PZ/ABR Discussion:**

A variance was sought on April 6, 2021 and was granted. The homeowner wants to expand her kitchen and that would take up the existing dining room and more space will be needed. The new dining room will be attached to the living room and will be located in the front of the house. The homeowner also wants to make the porch more usable. The porch will align with the new addition. The colors will match the existing. The trim will be white. A window will be relocated and added to the front for the addition. Mrs. Laura McCormick stated she didn't realize how big the pine tree was before she was going to donate it. It may be too large to transport.

A Joint Motion was made to approve the front dining room addition and front covered porch at 28550 Emery Road was made by Mr. Jud Kline; Seconded by Mr. Eric Newland.

Ayes: Lazar, Moran, Newland, Lewis, Hitt, Kline, Mayor Mulcahy  
No: None

The Motion was approved 7 to 0.

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#2

**29600 CHAGRIN BOULEVARD – BEECHMONT COUNTRY CLUB – POOL DECK & SITE IMPROVEMENTS**

**Present via Zoom:** James A. Wallis, Perspectus Architecture

**PZ/ABR Discussion:**

A changing room / bath house, patio, trellis / cabana and fencing along the parking lot will be updated. Beechmont County Club is revising the entrance to the pool area to create a new image. The fencing material will be white vinyl trim and tie into the existing by the snack bar. Mr. Jud Kline inquired what the landscaping will be on the east side of the pool. Mr. James Wallis stated it will be grass.

A Joint Motion was made to approve the pool deck & site improvements at 29600 Chagrin Blvd as the layout was submitted was made by Mayor Mulcahy; Seconded by Mr. Scott Lewis.

Ayes: Lazar, Moran, Newland, Lewis, Hitt, Kline, Mayor Mulcahy

No:

The Joint Motion was approved 7 to 0.

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#3

**4099 LANDER ROAD – REPORT & RECOMMENDATION – ORDINANCE 2017-7**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH TPS HOLDINGS, LLC., FOR THE USE OF A PORTION OF THE RIGHT-OF-WAY OF HARVARD ROAD.

**Present Via Zoom:** Curtis Walton, TPS Holdings, LLC

**PZ Discussion:**

TPS Holdings LLC has erected two (2) brick piers/light posts (the "Entry Features") in the Harvard Rd. right-of-way which is owned by the Village at 4099 Lander Rd. Planning and Zoning and administration have recommended to Council that the "Entry Features" should be formally permitted to be located where constructed, subject to the terms and conditions of a License Agreement to assure that in the event that they need to be removed or are damaged by activities in the right of way, the Property Owner is responsible for the cost of such removal of damages. The Village has approved these type of things in the right of way numerous times. The Village Engineer and the Service Director have concurred as long as the buyer / owners are aware of the issue, they are okay with it.

A Motion was made to recommend Ordinance 2021-7 to Council was made by Mayor Mulcahy; Seconded by Mr. Jud Kline.

Ayes: Lazar, Lewis, Hitt, Kline, Mayor Mulcahy  
No: None

The Motion was approved 5 to 0.

1st reading \_\_\_\_\_  
2nd reading \_\_\_\_\_  
3rd reading \_\_\_\_\_  
Voted On \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

04/12/2021

## **ORDINANCE 2021-7**

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH TPS HOLDINGS, LLC, FOR THE USE OF A PORTION OF THE RIGHT-OF-WAY OF HARVARD ROAD.**

WHEREAS, TPS Holdings, LLC (the "Property Owner") owns the property located at 4099 Lander Road, Orange Village, Ohio; and

WHEREAS, the Property Owner has erected two (2) brick piers/light posts (the "Entry Features") in the Harvard Road right-of-way, which is owned by the Village; and

WHEREAS, the Entry Features enhance the value and appearance of the property on which they are located and do not pose a threat to the health, safety and welfare of the traffic on Lander Road; and

WHEREAS, the Planning and Zoning Commission and administration of the Village have recommended to Council that the Entry Features should be formally permitted to be located where constructed, subject to the terms and conditions of a License Agreement to assure that in the event that they need to be removed or are damaged by activities in the right of way, the Property Owner is responsible for the costs of such removal or damages; and

WHEREAS, this Council believes it is in the best interest of Orange Village to enter into such a License Agreement with the Property Owner for the purpose of permitting the Entry Features to remain on Village property; and

WHEREAS, this Ordinance has been referred to the Planning and Zoning Commission for a report and recommendation.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, STATE OF OHIO:**

**SECTION 1:** That the Mayor is hereby authorized to enter into a License Agreement, in substantially the same form as attached hereto as "Exhibit A," with such modifications as may be approved by the Mayor and Director of Law.

**SECTION 2.** That actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council 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 Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2021

\_\_\_\_\_  
Council President

Submitted to the Mayor for  
approval on this \_\_\_\_ day of \_\_\_\_\_, 2021

Approved by the Mayor this  
\_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

## EXHIBIT A

### LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Orange Village, Ohio, an Ohio municipal corporation ("Licensor"), whose address is 4600 Lander Road, Orange Village, Ohio 44022 ("Licensor") and TPS Holdings, LLC, ("Licensee"), whose address is 4099 Lander Road, Orange Village, Ohio 44022.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other valuable consideration received to the full satisfaction of Licensor, and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a nonexclusive license (the "License") to enter upon and use the real property of Licensor located within a portion of the Licensor's right-of-way, specifically the portion Harvard Road, graphically depicted in the "to scale" diagram attached hereto as "Exhibit A" and incorporated herein by reference (the "Licensed Premises"), for the purpose of erecting and/or installing and maintaining two (2) brick piers/light posts.
2. The License will commence upon approval of this License Agreement by Licensor's Village Council and execution thereof by both parties. Either Licensor or Licensee may terminate this License Agreement effective upon sixty (60) days written notice to the other party. Upon termination of the License, Licensee's right to use the Licensed Premises for the purposes authorized herein shall cease.
3. The two (2) brick piers/light posts Licensee erected on the Licensed Premises shall be in compliance with the Building Code of the Licensor and shall be subject to the review and approval of the Architectural Board of Review of Orange Village.
4. The parties acknowledge and agree that the Licensed Premises are part of a public right-of-way and, as such, may be needed for a public improvement. One or both of the two (2) brick piers/light posts may be removed for such public purpose, and such removal shall be done wholly at the Licensee's expense.
5. Upon completion of any installation, maintenance or repair of the two (2) brick piers/light posts, Licensee shall restore all such disturbed or affected areas to a condition which is commensurate with the conditions of the non-paved rights-of-way surrounding properties (e.g. maintained grass and/or landscaping).
6. Licensee shall repair and maintain the Licensed Premises in a good, safe and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Licensee's sole cost and expense. Licensee shall not commit any waste, cause any damage to the Licensed Premises, or use the Licensed Premises for purposes other than those specified above. Licensee shall not interfere with the street lighting, pedestrian or vehicular access and free

passage, hydrants, public utilities, snow removal, and any other public activities, installations of public facilities or maintenance of public facilities.

7. Licensee shall indemnify and hold Licensor, its officials, employees, and agents, harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs and expenses including, but not limited to, reasonable attorney's fees occurring, arising out of, or related to Licensee's two (2) brick piers/light posts on the Licensed Premises or any other use of the Licensed Premises by Licensee, its agents, employees, contractors or invitees, or otherwise, arising in connection with the License granted to Licensee herein.

Without limiting the foregoing, Licensee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Licensed Premises by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Licensee or any contractor or subcontractor of Licensee. If any mechanic's or materialman's lien is filed against the Licensed Property, then Licensee shall, promptly after notice of filing, either (i) cause the same to be discharged of record by deposit in court or bonding or (ii) furnish Licensor with indemnification or other security against loss or damage arising from the lien in form and substance reasonably satisfactory to Licensor. If Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens, Licensee shall give prompt notice of the same to Licensor.

8. Licensee shall procure and maintain at Licensee's sole expense a policy of liability insurance covering the Licensed Premises with policy limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage and naming Licensor as an additional insured. Licensee shall deliver to Licensor a certificate of this insurance upon execution of this Agreement. Such policies shall provide that they shall not be cancelled or terminated without at least thirty (30) days' prior written notice to Licensor at the address for notices to Licensor provided herein.

9. Licensees agree to reimburse Licensor all legal expenses, filing fees and any other fees or expenses incurred by Licensor in connection with the preparation of this Agreement.

10. The Village shall file this Agreement with the Cuyahoga County Recording Division of the Fiscal Office of Cuyahoga County.

11. All promises made in this Agreement, including but not limited to indemnification and insurance coverage provisions, shall survive the termination or expiration of this Agreement.

12. This written Agreement constitutes the entire understanding between the parties, superseding all previous negotiations and discussions, and no modification or alteration of this Agreement shall be binding unless it is in writing and signed by both parties.

13. Any notice to be given by either party to the other pursuant to the provisions of this Agreement shall be deemed to have been given when deposited in the U.S. Mail, registered or certified, return receipt requested, addressed to the other party at the address stated above or at such other address as each may designate by written notice to the other in the foregoing manner.

14. This Agreement shall be governed by the laws of the State of Ohio.

15. In the event any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

16. Each person executing this Agreement warrants and represents that he or she is authorized to execute this Agreement on behalf of his or her legal entity.

SIGNED as of the date first written above.

LICENSOR:

Orange Village, an Ohio municipal corporation

By: \_\_\_\_\_  
Kathy U. Mulcahy, Mayor

LICENSEE:

TPS HOLDINGS, LLC

By: \_\_\_\_\_  
Curtis Walton

Approved as to Legal Form:

\_\_\_\_\_  
Stephen L. Byron, Director of Law



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

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public in and for said county, personally came, **Kathy U. Mulcahy, Mayor of Orange Village, Ohio**, the Licensor in the foregoing License Agreement, and acknowledged the signing thereof to be its and her voluntary act and deed individually and in the capacity designated.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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

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

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public in and for said county, personally came, **Curtis Walton**, as **Manager of TPS Holding, LLC**, the Licensee in the foregoing License Agreement, and acknowledged the signing thereof to be his voluntary act and deed individually.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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

**EXHIBIT A**  
**Diagram of Licensed Premises**

**#4**

**CHIEF BUILDING OFFICIAL'S REPORT**

- The following will be on the May 4<sup>th</sup> agenda:
    - 3 New Houses:
      - 28299 Hidden Valley (tentative)
      - 492 Crystal Lake Dr.
      - 500 Crystal Lake Dr
    - 225 Jackson Drive – Screened Porch
    - 28300 Jackson – Detached Garage
  - Mr. Bob McLaughlin discussed Home Occupations with the Board. He wanted to clarify 28300 Jackson Rd and the discussion that was held at the last PZ/ABR meeting about the owner and his painting business.
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**#4**

**ANY OTHER TOPIC FOR DISCUSSION**

- The Mayor had everyone raise their glass to toast Mr. Eric Newland good luck!
  - April Skurka will be sworn in on the May 4<sup>th</sup> PZ/ABR meeting.
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#5

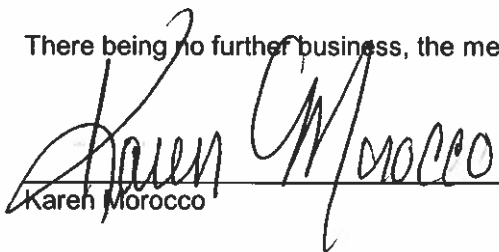
MINUTES FROM APRIL 6th, 2021 TO BE APPROVED


A Motion to approve the minutes of the April 6th, 2021 meeting was made by Mr. Jud Kline; Seconded by Mr. Brian Hitt.

Ayes: Lazar, Moran, Newland, Lewis, Hitt, Kline, Mayor Mulcahy  
Abstain: None  
No: None

The Motion was approved 7 to 0.

There being no further business, the meeting was adjourned at 7:10 pm

  
\_\_\_\_\_  
Karen Morocco

  
\_\_\_\_\_  
Date