

RESOLUTION NO. 2025-35

AUTHORIZING A RENEWAL LEASE AGREEMENT WITH DOWNTOWN CLEVELAND, INC. FOR A DOG PARK AT SETTLER'S LANDING RAPID TRANSIT STATION

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of a .62 acre parcel of land located at 1505 Merwin Avenue, Cleveland, Cuyahoga County, Ohio, which is known as permanent parcel number 101-15-008 (the "Property"); and

WHEREAS, the Property was acquired as part of the Waterfront Line and specifically consists of the Settler's Landing Station building, tracks, grounds and associated transit facilities; and

WHEREAS, a portion of the Property consisting of approximately 3,600 square feet adjacent to the Settler's Landing Rapid Transit Station building has been leased to Downtown Cleveland, Inc. (formerly Downtown Cleveland Alliance) ("DCI") since 2014 under a series of lease agreements for use as a dog park constructed, operated and maintained by DCI (the "Dog Park"); and

WHEREAS, DCI is currently leasing the Dog Park premises on a month-to-month basis under a two-year lease with a one-year option that expired on July 31, 2024; and

WHEREAS, DCI has expressed its interest in extending the lease for a period of up to five years on the same terms, conditions and rent of \$10.00 per year; and

WHEREAS, the Federal Transit Administration ("FTA") Circular 5010.1F and applicable federal regulations authorize the incidental use of Authority real property including no-income uses that benefit transit as a whole; and

WHEREAS, DCI intends to continue to operate and maintain the Dog Park on the Property, agrees to perform all necessary maintenance and capital improvements on the Premises, and agrees to maintain the Dog Park in a clean, safe and attractive condition; and

WHEREAS, this public amenity is determined to be an appropriate use for the site as it is contiguous with the existing Settler's Landing Park and other public areas, and it is a general benefit to the Authority; and

WHEREAS, the Authority intends to offer DCI, as a tenant in good standing, a renewal lease for the Dog Park for a term of five years at \$10.00 per year, and the Authority will reserve the right to cancel the lease at any time and for any reason.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease agreement with DCI for a term of five years at \$10.00 per year for an approximate 3,600 sq. ft. portion of the Property located at 1505 Merwin Avenue, Cleveland, Cuyahoga County, Ohio, which is known as permanent parcel number 101-15-008, for use as a Dog Park.

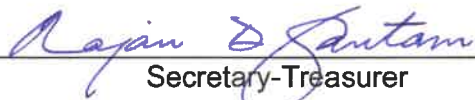
Section 2. That the annual rental of \$10.00 plus DCI's agreement to perform all necessary capital improvements and to maintain the Dog Park in a clean, safe and attractive condition, as well as enhancing the rider experience for the Authority's customers accessing the Settler's Landing Station, represents fair consideration for the lease and benefits transit as a whole.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: February 25, 2025



President

Attest: 

Secretary-Treasurer



TITLE/DESCRIPTION: RENEWAL LEASE AGREEMENT WITH DOWNTOWN CLEVELAND, INC., AS LESSEE, FOR A DOG PARK AT SETTLER'S LANDING LESSEE: DOWNTOWN CLEVELAND, INC. AMOUNT: NOMINAL RENT OF \$10.00 PER YEAR	Resolution No.: 2025-35
	Date: February 20, 2025
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution seeks approval of a renewal lease agreement between the Greater Cleveland Regional Transit Authority ("GCRTA") and Downtown Cleveland, Inc. ("DCI") (formerly Downtown Cleveland Alliance), an Ohio not-for-profit corporation, for the continued operation and maintenance of a Dog Park on Authority property adjacent to the Settler's Landing Station on the Waterfront Line. The Dog Park has been in existence and under lease to DCI since 2014.

This property was acquired by appropriation for the purpose of constructing the Waterfront Line. The area leased to DCI is adjacent to the station and is a compatible use. DCI has operated this valuable community asset since 2014. DCI is a tenant in good standing and has met all its obligations under the current and prior leases.

2.0 **DESCRIPTION/JUSTIFICATION:** This is a five-year renewal lease at an amount of \$10.00 per year. The lease area is approximately 3,600 square feet and improved with fencing, gates, pervious surface material, benches and dog-friendly fixtures, all constructed and maintained at DCI's expense. DCI is responsible for any necessary capital improvements, maintenance and repair of the facility.

3.0 **PROCUREMENT BACKGROUND:** Does not apply.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.

5.0 **POLICY IMPACT:** The proposed continuation of this lease is consistent with the Real Estate Policies of the Authority.

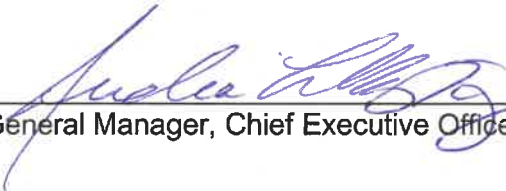
6.0 **ECONOMIC IMPACT:** Although the income from the rent is nominal, DCI will contribute to the maintenance and upkeep of the Settler's Landing Rapid Transit Station by virtue of its obligations to maintain the leased premises in a clean, safe and attractive manner.

7.0 **ALTERNATIVES:** The Authority can decline approval of the lease agreement, and the current month-to-month lease may be terminated. Upon termination of the lease, DCI would be required to remove the improvements and restore the premises to its original condition.

8.0 **RECOMMENDATION:** Staff recommend approval of the proposed lease agreement.

9.0 ATTACHMENTS: Lease Agreement between The Greater Cleveland Regional Transit Authority and Downtown Cleveland, Inc.

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



General Manager, Chief Executive Officer

LEASE BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
DOWNTOWN CLEVELAND, INC.

This Lease is made and entered into as of this _____ day of _____ 2025 ("Effective Date"), by and between **Downtown Cleveland, Inc.**, an Ohio nonprofit corporation whose principal business office is located at 1010 Euclid Avenue, Suite 300, Cleveland, Ohio 44115 ("Lessee") and the **Greater Cleveland Regional Transit Authority**, a political subdivision organized under Ohio Revised Code Chapter 306, whose principal business office is located at 1240 West 6th Street, Cleveland, Ohio, 44113 ("Lessor").

1. On or about August 18, 2021, Lessor and Lessee's predecessor in interest entered into a lease agreement for the land adjacent to the Settler's Landing transit station, in the City of Cleveland, Cuyahoga County, Ohio. The term of that lease was for a period of (2) years, with one option to extend for one additional year beyond the July 31, 2023 termination date. Lessor and Lessee exercised that option as of August 1, 2023. Lessor and Lessee now wish to enter into a new lease agreement.
2. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the land adjacent to the Settler's Landing transit station, in the City of Cleveland, Cuyahoga County, Ohio, and identified on the document attached hereto and marked as **Exhibit "A"** ("Premises").
3. The term of the Lease shall be for a period of five (5) years, beginning on April 1, 2025 (the "Commencement Date") and terminating on March 30, 2030. Lessee shall have the option to terminate this Lease on each anniversary of the Commencement Date by sending written notice to Lessor at least 30 days prior to the anniversary date. Notwithstanding anything contained herein, Lessor reserves the right to cancel the Lease at any time and for any reason.
4. In consideration of said demise, Lessee shall pay to Lessor annual rent of Ten Dollars (\$10.00) payable in advance of the Commencement Date.
5. Lessee may use and occupy the land described in **Exhibit "A"** solely for the purpose of operating a temporary dog park ("Dog Park") on a non-profit basis. The Dog Park must be accessible to the general public. Lessor and Lessee agree this use does not create parkland but that the Dog Park is a temporary use of the land until such time as Lessor has another use for the land. The land described in **Exhibit "A"** shall not be used for any purpose other than permitted herein without the express written consent of the Lessor.
6. The Dog Park shall be fenced around the perimeter with a latching gated entrance, and shall provide seating for individuals using the park. The fence and all gates shall be maintained in a good state of repair at all times.
7. Lessor reserves the right to use (or grant to other parties the right to use) the air rights above the Premises and Lessee will have no right title or interest in the air rights above the Premises.

8. Lessee may not perform any work or make any improvements to the Premises without the prior written consent of Lessor.
9. Lessee shall be responsible for the maintenance of the Dog Park and shall maintain said Premises in a clean, safe, and attractive condition. Lessee shall keep and maintain the Premises and any fixtures, facilities, or equipment therein, in good condition and repair. Lessee shall be responsible for cleaning, repairing and remediating all portions of the Premises.
10. Neither the Premises nor any part thereof shall be sublet nor shall this Lease be assigned without the express consent, in writing, of the Lessor.
11. The relationship between the parties hereto is wholly that of Lessor and Lessee, and is not and never shall be deemed to be a partnership or joint venture.
12. To the fullest extent permitted by law and to the full extent of Lessee's intentional, reckless or negligent acts or omissions, the Lessee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Lessor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Lessee's breaches of this Lease, or wrongful, intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this Lease, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Lessee.

Nothing herein shall be construed as making Lessee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of Lessor. Lessee accepts the land described in **Exhibit "A"** in an "AS IS" condition without warranty by Lessor of any kind or nature, express or implied. Lessor shall not be liable (i) for any damage to Lessee's property located on the Premises, nor (ii) for any condition of the Premises whatsoever. To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

13. Insurance

- a. The Lessee shall obtain and maintain for the term of this Lease the following minimum insurance coverages. Such insurance shall protect the Lessee from claims which may arise out of or result from the Lessee's operations under this Lease and for which the Lessee may be legally liable, whether such operations be by the Lessee or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the Lessor: Approval of the insurance by the Lessor shall not relieve or decrease the liability of the Lessee hereunder and shall not affect the obligations of Lessee pursuant to paragraph 11 of this Lease. Lessor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Lessee's interests or liabilities. In the event the Lessee neglects, refuses or fails to provide the insurance required under the contract documents, or if such insurance is cancelled for any reason, the Lessor shall have the right but not the duty to procure the same at Lessee's cost. Lessor reserves the right to request a copy of all policies and endorsements prescribed herein.

At its sole expense, Lessee shall obtain and maintain:

- i. **Commercial General Liability (CGL) Insurance** in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$1,000,000 annual aggregate.
 - ii. **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with Lessee's Work and use that is the subject of this Lease.
 - iii. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of the Lessee. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under subpart i above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly shall be sufficient proof of the coverages required by this subpart iii.
- b. General Requirements:
- i. The Lessee shall not have access to the Premises until it has obtained the required insurance and has received written approval of such insurance by the Lessor. ***Lessee shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***
 - ii. The certificate shall provide the following:
 - The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then in addition to the coverage requirements stated herein, Lessee shall:
 - (a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of the Lease or any work beginning under this Lease.
 - (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
 - (c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Lease Effective Date, Lessee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
 - Name the Lessor as an additional insured for all CGL and BAL liability coverage for claims arising out of operations in conjunction with this Lease
 - Contain a waiver of subrogation in favor of the Lessor.
 - Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Lessor.
 - Contain a specific reference to this Lease.
 - Specify all deductibles & Self-Insured Retentions (SIR), as applicable.

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Lessor has received written notice of such change or cancellation from the Lessee. Such notice shall be mailed by certified mail, return receipt requested, to the Lessor's Property Manager.
 - An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Lessor. The Lessor shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.
- iii. Lessor will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies, to meet the minimum coverage requirements contained herein.
14. Lessee agrees that all maintenance activities permitted or required hereunder will be performed by its own employees or a contractor of Lessee. If any such activities are to be performed by other than employees of Lessee, then Lessee will so advise Lessor and Lessee's contractor(s) shall obtain and maintain insurance in the amounts specified above. Lessor shall be an additional named insured on such policies and evidence of said coverage must be presented to the Lessor before any work is permitted to begin.
15. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Lessee shall maintain and operate the Dog Park and the Premises in accordance with all laws of the State of Ohio and local ordinances.
16. Any notice concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth herein.
Address of Notice:
- Lessor: 1240 West 6th Street
Cleveland, Ohio 44113
Attn: Property Manager
- Lessee: 1010 Euclid Avenue, Suite 300
Cleveland, Ohio 44115
Attn: Michael Deemer
17. Lessee shall remove any and all fencing, fixtures, improvements and personal property from the Premises upon receipt of notice from Lessor or termination or cancellation of this Lease and return the Premises to its original condition or to a condition satisfactory to Lessor in its sole discretion.
18. This Lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this Lease shall not be binding upon either party, except to the extent it is incorporated into this Lease. Any modification of this Lease will be binding only if evidenced in writing and signed by both parties.
19. Each Exhibit referenced in, and attached to, this Lease is incorporated in this Lease by such reference as if fully rewritten in this Agreement.

20. Surrender and Holding Over. Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the term of this Lease or earlier termination for any reason. If Lessee remains in possession of the Premises after the expiration or earlier termination of this Lease, Lessee shall be a month-to-month tenant and be bound by the terms and provisions of this Lease. Lessee shall (with no additional notice required by Lessor) pay to Landlord monthly rent in the amount of Ten Dollars (\$10.00) per month, in advance, on the first day of each calendar month for any period during which Lessee shall hold the Premises after the Lease term shall expire or may have terminated. Monthly rent and Additional Rent (as hereinafter defined) shall be prorated on a per diem basis (based upon a thirty (30) day calendar month) for any partial month Lessee occupies the Premises during such holdover period.
21. Additional Rent. Any amounts to be paid by Lessee to Lessor pursuant to the provisions of this Lease or at law, whether such payments are periodic or recurring, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.
22. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.
23. Electronic Signatures. The use of facsimile or PDF signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed by an individual authorized to enter into said Lease and on the date specified herein.

LESSOR: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331

By: _____
India L. Birdsong Terry
General Manager, CEO

Approved as to Legal Form:

Janet E. Burney, General Counsel
Deputy General Manager for Legal Affairs

LESSEE: Downtown Cleveland, Inc.
1010 Euclid Avenue, Suite 300
Cleveland, Ohio 44115

By: _____
Michael Deemer
Interim President and CEO

EXHIBIT "A"
(THE PREMISES)

