

RESOLUTION 2002-75

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH OLMSTED FOR ACQUISITION OF PROPERTIES AND THE CONSTRUCTION OF A ROADWAY REQUIRED FOR THE DEVELOPMENT OF THE NORTH OLMSTED PARK-N-RIDE. RTA DEVELOPMENT FUND – PROJECT DEVELOPMENT AND ENGINEERING DEPARTMENT BUDGET.

WHEREAS, plans for a Greater Cleveland Regional Transit Authority (RTA) Park-n-Ride in the City of North Olmsted (City) were approved by North Olmsted Planning Commission and the City Council in March 2002; and

WHEREAS, those plans include a roadway into the Park-n-Ride for which properties must be acquired and a roadway must be constructed; and

WHEREAS, RTA and the City entered into a Public Transportation Operating Agreement (Agreement) approved by the RTA Board of Trustees on November 23, 1999 which at Section 42 outlines cooperation between RTA and the City for the development of the Park-n-Ride in North Olmsted; and

WHEREAS, there is a need to further define the cooperation between the City and RTA concerning acquisition of properties and construction of a roadway to the Park-n-Ride on those properties; and

WHEREAS, the City's Council authorized the use of legal action to proceed with acquisition of the properties bearing the Cuyahoga County Permanent Parcel Numbers 236-11-017 and 236-12-004 ("Property") in December 2001; and

WHEREAS, pursuant to Resolutions 2002-73 and 2002-74, the RTA Board of Trustees has declared its intent to acquire portions of said Property by eminent domain; and

WHEREAS, the City is amenable to granting to RTA an interest in said Property, as required for the Park-n-Ride in the event that the City appropriates said Property prior to action by RTA to acquire them; and

WHEREAS, an Agreement is needed to cover the further definition of cooperation, the appropriation of said Property by the City, the transfer of an interest in said Property by the City to RTA, and the payment by RTA to the City for the interests; and

WHEREAS, the City's Council is scheduled to act on this Agreement on April 16, 2002.

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/Secretary-Treasurer is hereby authorized to execute, on behalf of the RTA, the Agreement with the City concerning further

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definition of cooperation, the appropriation of said Property by the City, the transfer of an interest in the said Property by the City to RTA, the payment by RTA to the City for the interests, the acquisition of the said Property and construction of a roadway.

Section 2. That the General Manager/Secretary-Treasurer is hereby authorized to execute, deliver and perform all such further agreements, instruments, and documents and acts in the name of and on behalf of the RTA as required to carry out the intent and purposes of this resolution.

Section 3. That this Agreement is necessary to complete the activities required for the development of the North Olmsted Park-n-Ride. It clarifies the roles and responsibilities of both RTA and the City of North Olmsted and also provides a mechanism through which the City can be compensated for costs incurred as a result of the project.

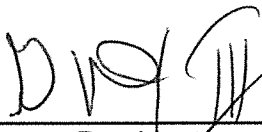
Section 4. That the RTA hereby approves and adopts the Agreement on April 16, 2002, which is attached hereto and fully incorporated as if written herein.

Section 5. That the RTA will acquire an interest in properties by paying the City an amount not to exceed the sum of all costs and fees associated with the City's acquisition of the properties, which will be payable from the RTA Development Fund, Project Development and Engineering Department budget – 100% local funds.

Section 6. That this resolution shall become effective immediately upon its adoption.

Attachments: Agreement dated April , 2002.

Adopted: April 16, 2002



President

Attest: 

CEO, General Manager/Secretary-Treasurer

AGREEMENT

This Agreement is authorized by Ordinance Number _____ of the City of North Olmsted, Ohio, and by Resolution Number 2002-75 of the Board of Trustees of the Greater Cleveland Regional Transit Authority.

SECTION I - IDENTIFICATION OF PRINCIPAL PARTIES

This Agreement is by and between the City of North Olmsted, Ohio ("North Olmsted") and the Greater Cleveland Regional Transit Authority ("RTA").

SECTION II - PROPERTY DESCRIPTION

This Agreement shall cover a proposed dedicated public roadway currently identified as the proposed roadway to the proposed RTA Park-N-Ride Facility, which be located upon real property in the City of North Olmsted, Ohio, known as Permanent Parcel Numbers 236-12-004 and 236-11-017; will begin at its intersection with Relocated State Route 252 in the City of North Olmsted, Ohio, and will end at the future Park-N-Ride Facility in the City of North Olmsted, Ohio. A copy of the plat of the proposed dedicated public roadway currently identified as the proposed roadway to the proposed RTA Park-N-Ride Facility is marked as Exhibit A and is referenced herein for the purpose of identification of the real estate covered by this Agreement.

SECTION III - PURPOSE

The purpose of this Agreement is to establish and clarify the rights, responsibilities and liabilities of the parties to this Agreement with respect to acquisition of the real property required for construction of the proposed roadway to the proposed RTA Park-N-Ride Facility, and the construction, maintenance, and repair of said public roadway.

Olmsted, Ohio, and will end at the future Park-N-Ride facility in the City of North Olmsted, Ohio. A copy of the plat of the proposed dedicated public roadway currently identified as the Proposed Roadway is marked as Exhibit A and is referenced herein for the purpose of identification of the real estate covered by this Agreement.

Section III - Purpose

(a) The purpose of this Agreement is to establish and clarify the rights, responsibilities and liabilities of the parties to this Agreement with respect to acquisition of the Property which is required for the construction of the Proposed Roadway, and the construction, maintenance, and repair of said public roadway.

(b) RTA and North Olmsted mutually agree that upon completion of the Proposed Roadway and upon vesting of title to the Property in North Olmsted, North Olmsted shall grant to RTA at no additional cost, a legally sufficient interest in the property, e.g., a perpetual easement (hereinafter "Legal Interest") for the use and maintenance of the Proposed Roadway. This Section III shall survive the vesting of title, creation of a Legal Interest in RTA, and expiration or termination of this agreement.

Section IV - Acquisition Of Real Property

RTA and North Olmsted shall cooperate regarding the acquisition of the Property upon which the Proposed Roadway is to be located. Such cooperation shall include, but not be limited to, entering into negotiations with the property owners for the purchase of said Property, purchasing said Property, and, if necessary, exercising the City's powers of eminent domain to acquire the Property for the Proposed Roadway.

RTA shall cooperate with North Olmsted regarding all efforts North Olmsted makes to acquire said Property from the property owners, and shall reimburse North Olmsted all direct

costs paid to third parties for the settlement negotiations and acquisitions, including, but not limited to, cost of all appraisals, cost of all expert reports, all litigation expenses, all court costs, all real estate closing costs, and the purchase prices or jury awards to be paid to acquire the said Property. North Olmsted shall not bear any costs for acquisition, and RTA agrees that following the submission of proper documentation from time to time by North Olmsted, it shall reimburse such costs to North Olmsted.

Section V - Construction, Repair, Maintenance And Care

As between the parties to this Agreement, RTA hereby agrees as follows with regard to the Proposed Roadway:

- (a) RTA shall be solely responsible for the construction of the: Proposed Roadway; all of its necessary signalization; traffic signals; traffic control devices; signs; landscaping, and lighting, including but not limited to, its intersection with Relocated State Route 252 and its location near I-480 entrance and exit ramps. North Olmsted shall bear no construction responsibilities whatsoever and no cost or expense for the construction of the Proposed Roadway or any of its necessary signalization, traffic signals, traffic control devices, signs and lighting.
- (b) Until such time that a Legal Interest in the Property is granted to RTA by North Olmsted for the use and maintenance of the Proposed Roadway, RTA shall be solely responsible for the routine maintenance and care of the Proposed Roadway, such to include the removal of snow, ice, and trash and it shall do so at RTA's sole cost and expense. North Olmsted shall keep the Proposed Roadway maintained for its intended use as a public roadway and shall make all repairs to that public roadway including the curbs and pavements in and about the public roadway at its sole cost and expense.

Upon the granting of a Legal Interest in the Property to RTA by North Olmsted for the use and maintenance of the Proposed Roadway, RTA shall become solely responsible for all maintenance and care of the Proposed Roadway, including the pavement and curbs in and about the Proposed Roadway at RTA's sole cost and expense. After the granting of a Legal Interest in the Property the Proposed Roadway, North Olmsted shall bear no cost or expense for the maintenance, care or repair of the roadway.

- (c) RTA shall be solely responsible for the construction of any necessary signalization or other traffic signals, traffic control devices, or signs involving the Proposed Roadway, including, but not limited to, its intersection with Relocated

State Route 252 and its location near I-480 entrance and exit ramps, all at its sole cost and expense. North Olmsted shall maintain, care and repair any necessary signalization or other traffic signals, traffic control devices or signs on State Route 252 involving the Proposed Roadway;

- (d) RTA shall be solely responsible for the maintenance, care and repair of any and all necessary lighting, landscaping and internal signs for the Proposed Roadway, all at its sole cost and expense. North Olmsted shall bear no cost or expense for the maintenance, care or repair of any necessary lighting, landscaping and internal signs for the Proposed Roadway;
- (e) RTA shall be solely responsible for any and all other costs and expenses associated with the Proposed Roadway. North Olmsted shall bear no construction costs or expenses associated with the Proposed Roadway, unless it otherwise agrees to do so, in writing;
- (f) It shall be the sole responsibility of RTA to ensure that any and all construction of the Proposed Roadway and any necessary signalization and signage is in accord with all applicable state law requirements and all supplemental, applicable North Olmsted law requirements not in conflict with state law.

Section VI- Indemnification

- (a) Upon the granting of a Legal Interest to RTA, North Olmsted shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from the, construction or any use of the Proposed Roadway, or caused by any defect in the Proposed Roadway, or the necessary lighting for the Proposed Roadway. RTA waives all claims and demands on its behalf against North Olmsted for any loss, damage or injury and agrees to hold North Olmsted harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of North Olmsted or any of its representatives, agents, employees or elected officials.
- (b) RTA covenants and agrees to be responsible and hold North Olmsted harmless from all claims, expense, loss and liability arising from any breach by RTA of its duties and responsibilities set forth in this Agreement;
- (c) RTA shall procure, keep and maintain comprehensive general liability insurance (including base insurance and any umbrella coverage) in such a manner so as to cover all of its obligations set forth under this Agreement, with the City of North Olmsted, Ohio. The liability limits for the required coverages shall be at least Three Million Dollars (\$3,000,000). The liability insurance shall remain in force until the termination of this Agreement. Self-insurance by RTA will be permitted.

Section VIII - Cooperation

RTA and North Olmsted mutually agree to take all necessary steps and to mutually cooperate in good faith in the acquisition and construction of the Proposed Roadway.

Section IX - Approval Required

RTA and North Olmsted agree that the proposed dedicated public roadway currently identified as the Proposed Roadway will be constructed in accordance with the appropriate plan(s), applicable laws, ordinances and approvals by North Olmsted.

Section X - Entire Agreement

This Agreement constitutes the entire agreement between RTA and North Olmsted with respect to the acquisition of the Property and the proposed dedicated public roadway currently identified as the Proposed Roadway to which it relates. The parties hereto agree that no representation or warranties shall be binding upon either party unless expressed in writing in this instrument.

Section XI - Modifications

No changes in, modifications, extension, supplement to, or discharge of this Agreement shall be valid or enforceable unless in writing and duly executed on behalf of RTA and North Olmsted.

Section XII - Governing Law

This Agreement is to be interpreted and construed in accordance with the law of the State of Ohio.

Section XIII - Severability

If any term or provision of this Agreement shall become or be declared by a court of law to be invalid or unenforceable, the remainder of this Agreement and the application of the

remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ___ day of _____, 2002.

In the Presence of:

THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

By: _____
Joseph A. Calabrese, CEO and
General Manager/Secretary-Treasurer

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

Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

THE CITY OF NORTH OLMSTED

By: _____
Norman Musial, Mayor

APPROVED AS TO LEGAL FORM:

JAMES M. DUBELKO,
Director of Law, North Olmsted

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a notary public in and for the State of Ohio, personally appeared The Greater Cleveland Regional Transit Authority, by Joseph A. Calabrese, CEO, General Manager/Secretary-Treasurer, who acknowledged that he did execute and sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and seal at Cleveland, Ohio, this ___ day of _____, 2002.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a notary public in and for the State of Ohio, personally appeared the above named THE CITY OF NORTH OLMSTED, OHIO, by Norman Musial, Mayor, who acknowledged that he did execute and sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and seal at North Olmsted, Ohio, this ___ day of _____, 2002.

NOTARY PUBLIC

NORTH OLMSTED PARK - N- RIDE PROJECT

Kennedy Ridge Rd

Great Northern Blvd

Sunset Oval

FUTURE

RTA Park -n- Ride
& Transit Center

23616014

23616013

23612004

FRIENDS OF NORTH OLMSTED
EVANGICAL CHURCH

[PARTIAL TAKE]

23611017

GR. NORTHERN PROPERTIES, INC.
AKA BISKIND PROP.

[FULL TAKE]

RESOLUTIONS
15740

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miles



[MARC '02]



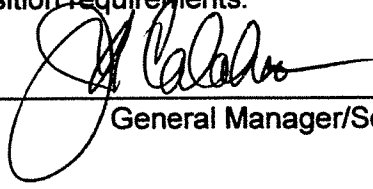
Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

2-11

TITLE/DESCRIPTION: AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH OL MSTED FOR ACQUISITION OF PROPERTIES AND THE CONSTRUCTION OF A ROADWAY REQUIRED FOR THE DEVELOPMENT OF THE NORTH OL MSTED PARK-N-RIDE. RTA DEVELOPMENT FUND – PROJECT DEVELOPMENT AND ENGINEERING DEPARTMENT BUDGET.	Resolution No.: 2002-75
	Date: 4/16/02
	Initiator: Property Management
ACTION REQUEST: XX Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The Greater Cleveland Regional Transit Authority (RTA) and the City of North Olmsted (City) entered into a Public Transportation Operating Agreement (Agreement) approved by the RTA Board of Trustees on November 23, 1999 which at Section 42 outlines cooperation between RTA and the City for the development of the Park-n-Ride in North Olmsted.
- 2.0 **DESCRIPTION/JUSTIFICATION:** An Agreement is needed to cover the further definition of cooperation, the appropriation of properties ("Property") bearing the Cuyahoga County Permanent Parcel Numbers 236-11-017 and 236-12-004 by the City, the transfer of an interest in said Property by the City to RTA, and the payment by RTA to the City for the interests and the construction of a roadway into the Park-n-Ride on said Property. North Olmsted's Planning Commission and the City Council approved the plans for RTA's new Park-n-Ride in the City of North Olmsted in March 2002. The City's Council authorized the use of legal action to proceed with acquisition of said Property in December 2001.
- 3.0 **PROCUREMENT BACKGROUND:** None.
- 4.0 **DBE / AFFIRMATIVE ACTION BACKGROUND:** None.
- 5.0 **POLICY IMPACT:** Pursuant to Resolutions 2002-73 and 2002-74, the RTA Board of Trustees has declared its intent to acquire portions of said Property by eminent domain.
- 6.0 **ECONOMIC IMPACT:** The City is amenable to granting to RTA an interest in said Property for the Fair market value plus costs and the sum shall be payable out of the RTA Development Fund, Project Development and Engineering Department budget – 100% local funds in the event that the City appropriates said Property prior to the action by RTA to acquire it.
- 7.0 **ALTERNATIVES:** There are two alternatives. The first is the "do-nothing" this would necessitate the abandonment of the project, because without the driveway, the Park-N-Ride could not function. The second alternative is to work with the City under the Agreement.
- 8.0 **RECOMMENDATION:** It is recommended that the Board of Trustees approve the resolution giving the General Manager / Secretary Treasurer the authority to enter into the agreement with the City of North Olmsted.
- 9.0 **ATTACHMENTS:** None.

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

A handwritten signature in black ink, appearing to be 'J. Calabrese', written over a horizontal line.

General Manager/Secretary-Treasurer