

RESOLUTION NO. 2007-32

AUTHORIZING A LICENSE AGREEMENT WITH NATIONAL CITY BANK CORPORATION FOR A PORTION OF THE PURITAS RAPID TRANSIT STATION TO BE USED FOR EMPLOYEE PARKING ON A TEMPORARY BASIS DURING THEIR CONSTRUCTION THROUGH DECEMBER 31, 2007

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) owns the real property located at 4200 W. 150th Street in the City of Cleveland, Ohio and known as the Puritas Rapid Transit Station; and

WHEREAS, the parking lot currently is not being used to full capacity by GCRTA patrons;

WHEREAS, National City Bank Corporation owns the Operations Center adjacent to the Puritas Rapid Transit Station and participates in a parking lease on a long-term basis with GCRTA; and

WHEREAS, National City Bank is expanding its operation facility building and requires parking spaces for 75 additional employees during their construction through December 31, 2007;

WHEREAS, National City Bank employees will park in a distant lot identified by GCRTA, that currently is not used by RTA patrons; and

WHEREAS, National City Bank will pay a fee of Five Thousand Nine Hundred Twenty-Five Dollars (\$5,925) per month for a total of Fifty-Nine Thousand Two Hundred and Fifty Dollars (\$59,250) for ten months; and

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 is hereby authorized to enter into a License Agreement with National City Bank to reflect the rental of 75 additional parking spaces at GCRTA's Puritas Rapid Transit Station located at West 150th Street through December 31, 2007.

Section 2. That the fee for this use is Five Thousand Nine Hundred Twenty-Five dollars (\$5,925) per month as established in the Lease with National City Bank on June 2003.

Section 3. That National City Bank employees must park in the distant lot as identified in the attachment to the lease and National City Bank shall enforce the use of the sidewalk for its employees as they make their way to the Operations Center.

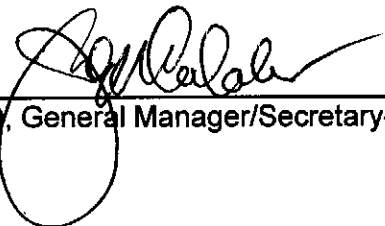
Section 4. That this resolution shall become effective immediately upon its adoption.

Attachment: License Agreement

Adopted: February 20, 2007



President

Attest: 

CEO, General Manager/Secretary-Treasurer

**LICENSE TO ENTER UPON LANDS
OF THE
GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

In consideration of the permission granted by the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio, whose mailing address is 1240 West 6th Street, Cleveland, Ohio 44113-1331 ("Licensor"), to National City Bank ("Licensee"), whose mailing address is P.O. Box 5756, Cleveland, Ohio 44101-0756, to enter upon the lands of Licensor located at 4200 West 150th Street, Cleveland, Ohio and known as the Puritas Rapid Transit Station Parking Lot ("facility"). Licensee for itself, its agents, employees, customers, and invitees agree to perform, provide, and abide by the following:

1. Licensee shall limit its use of the facility to those lawful activities described in Attachment "A." Such activities are to be conducted in a manner that will not interfere with Licensor's use and the use of Licensor's business invitees of the facility.

2. Licensee shall pay to Licensor as and for consideration for this grant of license the sum of Five Thousand Nine Hundred Twenty-five Dollars per month (\$5,925.00) for a total of Fifty-Nine Thousand Two Hundred-Fifty Dollars (\$59,250.00).

3. Licensee is granted the right to occupy the premises for a term of ten (10) months from the 1st day of February 2007 through the 31st day of December 2007. Any extension must be done in writing ten (10) days prior to term expiration. Upon expiration of right, the Licensee will remove itself and all property associated with its occupation of the premises within 24 hours of term expiration. Failure to do so will result in RTA's removal at the cost of the Licensee.

4. Licensee shall remove all refuse and debris generated in the course of its use of the facility.

5. Licensee shall abide by all directives issued from time to time by Licensor.

6. To the fullest extent permitted by law, the Licensee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the Licensor and its Board of Trustees, 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 arising out of or resulting from the use of the Licensor's property, provided that any such claims, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part by a negligent act or omission of the Licensee, anyone directly or indirectly employed by Licensee, or anyone to whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

7. Licensee shall within ten (10) days of the execution hereof or within ten (10) days of the effective date hereof, whichever the earlier, provide evidence of commercial liability insurance covering Licensee's operation with minimum coverage of \$1,000,000 per occurrence. Said insurance shall include contractual liability. Licensor shall be made an additional insured on any insurance policy.

8. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

9. Any notice concerning this License must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth above.

10. This License constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this License shall not be binding upon either party, except to the extent it is incorporated into this License.

11. Any modification of this License or additional obligation assumed by either party in connection with this License will be binding only if evidenced in writing and signed by each party.

12. This License is personal in nature. Any assignment or attempted assignment shall serve to immediately terminate all rights in the assignor. Licensor may terminate this License at any time and for any reason as it sees fit. Subparagraphs six (6) and seven (7) above shall survive such termination. By entering upon the lands of the Licensor, Licensee thereby agrees to be bound to the terms and conditions herein recited.

LICENSOR: Greater Cleveland Regional
Transit Authority

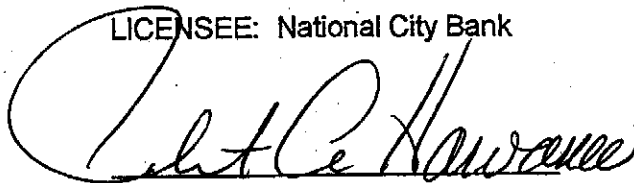
Joseph A. Calabrese, CEO
General Manager/Secretary-Treas.
Greater Cleveland Regional
Transit Authority

Date: _____

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

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

LICENSEE: National City Bank



Signature

Robert A. HARVAUX
Print Name

Title: SR. Vice President

Date: Feb 6, 2007

Attachment A

This area is to be used for 75 automobile parking spaces for National City Bank employees of the W. 150th Operations Center during the construction of the addition to the building. Only private automobiles are to be parked in this area during business hours. Cars parked over 24 hours will be subject to towing. The area is depicted in the attached drawing.

National City Bank Parking Area



Source: Marobeth Feke RTA Dir., Programming & Planing
Date Jan 23, 2007

LEGEND	
Parking Area	
Pedestrian Path	
NCB Property	

PURITAS RAPID TRANSIT STATION



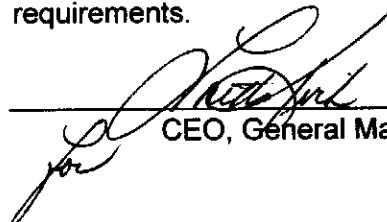


Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING A LICENSE AGREEMENT WITH NATIONAL CITY BANK CORPORATION FOR A PORTION OF THE PURITAS RAPID TRANSIT STATION TO BE USED FOR EMPLOYEE PARKING ON A TEMPORARY BASIS DURING THEIR CONSTRUCTION THROUGH DECEMBER 31, 2007.	Resolution No.: 2007-32
	Date: February 15, 2007
	Initiator: Programming & Planning
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** National City Bank presently leases 156 parking spaces from GCRTA at the Puritas Rapid Transit Station. National City Bank will be expanding its Operations Center and is requesting to use 75 additional spaces for employee parking during their construction. Their construction will be completed by the end of December 2007.
- 2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA does not fully utilize this distant parking area at this location. GCRTA has no current plans to use this area for parking and will generate revenue to the Authority by entering into this license agreement. The Puritas Rapid Transit Station is scheduled for rehabilitation in the future; however, it will not begin until after this license is expired.
- 3.0 **PROCUREMENT BACKGROUND:** Not Applicable
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Not Applicable
- 5.0 **POLICY IMPACT:** This action is compliant with the Board of Trustees Real Estate Policy that specifies all agreements in excess of \$25,000 must be approved by the Board of Trustees.
- 6.0 **ECONOMIC IMPACT:** The use of the 75 additional parking spaces will generate \$59,250 for the Authority. The rate being used is the same rate that National City Bank is paying for its other lease with GCRTA.
- 7.0 **ALTERNATIVES:** Reject the license with National City Bank for 75 additional parking spaces.
- 8.0 **RECOMMENDATION:** Approve the License Agreement with National City Bank allowing them to use the GCRTA parking lot temporarily for 75 employees to park during their construction.
- 9.0 **ATTACHMENTS:** None

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



 CEO, General Manager/Secretary-Treasurer