

RESOLUTION NO. 2008-34

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A REIMBURSEMENT AGREEMENT TO RELEASE A UTILITY EASEMENT FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCEL, DECLARING THE NECESSITY THEREFOR FOR THE PURPOSE OF MAKING AND REPAIRING ROADS THAT SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE, AND DECLARING THE VALUE OF THE RELEASE ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$17,856 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority requires real estate for the purpose of making and repairing roads to better improve public transportation in Cleveland and the release of a utility easement in conjunction therewith; and

WHEREAS, the Greater Cleveland Regional Transit Authority plans to construct the Euclid Corridor Transportation Project – bid package C-04 on a portion of this site and therefore must acquire a release of utility easement from Parcel 248 (PPN 119-07-004, 119-07-005, and 119-07-006) located at 9001 Euclid Avenue; and

WHEREAS, the Cleveland Clinic Foundation is the owner of Parcel 248 as identified above and Dominion East Ohio is the owner of a 10 foot by approximately 325 foot utility easement that is encumbering this parcel; and

WHEREAS, Dominion East Ohio is willing to sell a release of this utility easement to the Greater Cleveland Regional Transit Authority; and

WHEREAS, the purchase price is based upon the fair market value of this property as determined by the property appraisal report prepared by Dominion East Ohio and reviewed by the ECTP real estate project management consultant; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to enter into a Reimbursement Agreement for this release of easement in the amount of \$17,856.00.

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 a Reimbursement Agreement for the release of a utility easement for this property and all other documents required to unencumber this real estate.

Section 2. That the Total Purchase Price of \$17,856.00 is based upon the fair market value of this easement as determined by the property appraisal report prepared by Dominion East Ohio.


Section 3. That the Purchase Price is payable from the RTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to Capital Grant OH-03-0247 in the amount of \$11,160.00 and Capital Grant OH-90-X530 in the amount of \$6,696.00 for a total amount of \$17,856.00 (\$14,284.80 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X530 are made available through the Ohio Department of Transportation.

Section 4. That the execution of a Reimbursement Agreement from this owner is necessary to carry out the Euclid Corridor Transportation Project.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachments: Map and legal description (Exhibit A)

Adopted: February 19, 2008



President

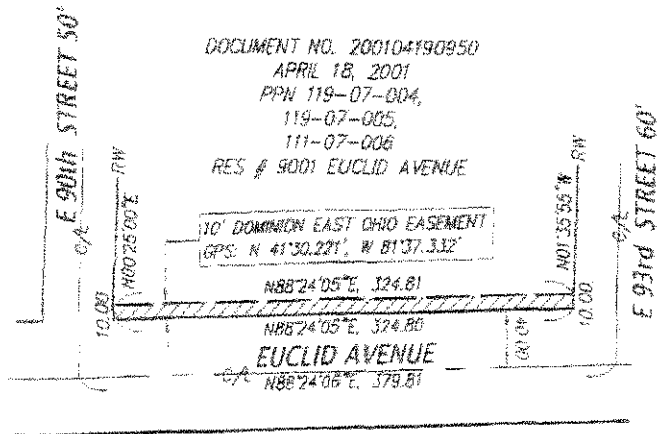
Attest: 

CEO, General Manager/Secretary-Treasurer

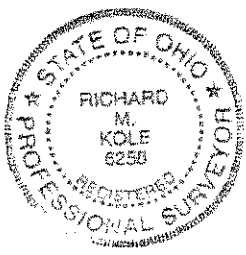
EXHIBIT "A"

DOCUMENT NO. 200104190950
 APRIL 18, 2001
 PPN 119-07-004,
 119-07-005,
 111-07-006
 RES # 9001 EUCLID AVENUE

TO AN EASEMENT DATED ...
 FROM
THE CLEVELAND CLINIC FOUNDATION
 TO
DOMINION EAST OHIO
 Prepared by:
R.M. KOLE & ASSOC. CORP.



R.M. Kole
 JUNE 23, 2004 NO SCALE



TRANSFER NOT REQUIRED

JUL 22 2004
Frank Resnar
 CUYAHOGA COUNTY AUDITOR

TRANSFER NOT REQUIRED

JUL 22 2004
 ROBERT KLABER JR. PE PS
 CUYAHOGA COUNTY ENGINEER

Situated in City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Sublots No. 1 and 2 and 48 (Sublot No. 48 being part of the Resubdivision of the S.V. Harkness Subdivision) in Charles W. and Matilda W. Wason's Subdivision of part of Original One Hundred Acre Lot No. 392, 393, 400 and 401 as recorded in Volume 17, Page 26 of Cuyahoga County Map Records;
 Beginning at the intersection of the northerly line of Euclid Avenue, 80.00 feet wide, and the easterly line of East 90th Street, 50.00 feet wide;
 thence North 0° 25' 42" East along the said easterly line of East 90th Street, 10.01 feet;
 thence North 88° 24' 05" East, parallel with the said northerly line of Euclid Avenue, 324.81 feet to a point in the westerly line of East 93rd Street, 60.00 feet wide;
 thence South 0° 27' 46" West along the said easterly line of East 93rd Street, 10.01 feet to its intersection with the said northerly line of Euclid Avenue;
 thence South 88° 24' 05" West along the said northerly line of Euclid Avenue, 324.80 feet to the point of beginning and containing 3,248.05 square feet (0.0746 acres) of land as described on June 23, 2004 by R.M. Kole & Assoc. Corp., Professional Land Surveyors.

File No. 04007

CUYAHOGA COUNTY RECORDER
 200407220768 PAGE 3 of 3



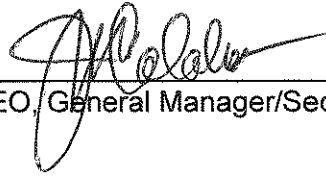
Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A REIMBURSEMENT AGREEMENT TO RELEASE A UTILITY EASEMENT FOR THE EUCLID CORRIDOR TRANSPORTATION PROJECT IN THE HEREINAFTER-DESCRIBED PARCEL, DECLARING THE NECESSITY THEREFOR FOR THE PURPOSE OF MAKING AND REPAIRING ROADS THAT SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE, AND DECLARING THE VALUE OF THE RELEASE ACQUIRED, FOR A TOTAL PURCHASE PRICE OF \$17,856 (RTA DEVELOPMENT FUND, EUCLID CORRIDOR TRANSPORTATION PROJECT DEPARTMENT BUDGET)	Resolution No.: 2008-34
	Date: February 14, 2008
	Initiator: Euclid Corridor Transportation Project
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** The purpose of entering into this Reimbursement Agreement is to provide a legal right to release a utility easement from this property in order to construct the Euclid Corridor Transportation Project – bid package C-04.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This property is vital for right-of-way needed for the third phase of construction of the Euclid Corridor Transportation Project. This easement must be released for the purpose of making and repairing roads to better improve public transportation in Cleveland and the acquisition of right-of-way in conjunction therewith. Construction commenced in the first quarter of 2008.
- 3.0 **PROCUREMENT BACKGROUND:** Does Not Apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does Not Apply.
- 5.0 **POLICY IMPACT:** This is consistent with GCRTA's Real Estate Policy, which states that the Board must approve all acquisition of permanent easements with a value in excess of \$2,500.00. The ECTP Real Estate Acquisition Policy Manual (RAMP) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended are not applicable since this release of easement is part of the Euclid Corridor utility relocation program.
- 6.0 **ECONOMIC IMPACT:** The purchase price is payable from the GCRTA Development Fund, Euclid Corridor Transportation Project Department Budget, including but not limited to Capital Grant OH-03-0247 line item 13.75.91 in the amount of \$11,160.00 and Capital Grant OH-90-X530 line item 13.75.91 in the amount of \$6,696.00 for a total amount of \$17,856.00 (\$14,284.80 in Federal funds which represents 80% of the total cost). Federal funds under Capital Grant OH-90-X530 are made available through the Ohio Department of Transportation. The purchase price is based upon the fair market value of these properties as determined by the property appraisal report prepared by Dominion East Ohio, which was reviewed by the ECTP real estate project management consultant.
- 7.0 **ALTERNATIVES:** There are no viable alternatives to purchasing these properties. The right-of-way needs for the project require the execution of the Reimbursement Agreement to release the utility easement.

- 8.0 RECOMMENDATION: The Board of Trustees Planning and Development Committee reviewed these property acquisitions at the February 5, 2008 meeting and recommended approval by the Board of Trustees. Staff recommends that the Board of Trustees approve the resolution to authorize the purchase of these properties.
- 9.0 ATTACHMENTS: Reimbursement Agreement.

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



CEO, General Manager/Secretary-Treasurer

REIMBURSEMENT AGREEMENT (PF-1)

WR# 1W06905360

Project Manager: Michael Antonius

Office Location: E 55th Street Center, Ops Building, 2nd Floor

THIS REIMBURSEMENT AGREEMENT (herein "Agreement") is made and entered into and effective this ^[1] _____ day of, 20____, by and between **The East Ohio Gas Company d/b/a Dominion East Ohio**, a(n) **Ohio corporation** (herein "the Company"), having a mailing address at **1201 East 55th Street, Cleveland, Ohio 44103**, and **The Greater Cleveland Regional Transit Authority**, a(n) **Ohio Corporation**, (herein "Reimbursor"), having a mailing address at **1240 West 6th Street, Cleveland, Ohio 44113**.

WITNESSETH:

WHEREAS, Reimbursor is widening a portion of Euclid Avenue as part of the Euclid Corridor Transportation project in the City of Cleveland, County of Cuyahoga, State of Ohio and said work is conflicting with Company facilities located 9001 Euclid Avenue, Cleveland, Ohio; and,

WHEREAS, as a result of Reimbursor's acquisition and/or construction activities, Reimbursor has requested Company to relocate or protect a portion of said facilities without cost or risk to Company; and,

WHEREAS, Company, under the terms hereinafter stated, is willing to undertake such relocation or protection of said facilities (herein the "Project") solely in order to accommodate Reimbursor, provided Reimbursor reimburses Company for all of its costs associated with the release of its current easement, to include ½ of the agreed upon fair market value of the easement, which was acquired from the Cleveland Clinic Foundation and recorded in Instrument 200407220768 of the Cuyahoga County Recorder's office, and all of the Company's associated land costs as detailed in Exhibit B. This easement area consists of 3,223.44 s.f. of land.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, Company hereby agrees to undertake the Project in accordance with the attached Exhibit A, subject to the following terms and provisions:

1. Reimbursor agrees that Exhibit A represents the scope of work for the Project.
2. Reimbursor may, at its own expense, inspect construction performed by Company in connection with the Project.
3. The total cost of the Project is **Seventeen Thousand Eight Hundred Fifty Six Dollars + and Zero Cents (\$17,856.00)**, which includes ½ of the fair market value of the easement and land costs associated with the release of the Company's current easement as detailed in Exhibit B. Reimbursor acknowledges and agrees that \$17,856.00 is ½ of the fair market value of the easement obtained by the Company and described in the above referenced recorded document and associated land costs. Reimbursor shall pay ½ of the amount of the fair market value and associated land costs as detailed in Exhibit B and Cleveland Clinic Foundation shall pay actual costs of the main line relocation, ~~before any work contemplated by this agreement is commenced and before the Release of Easement can be executed.~~ Reimbursor waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Company.
4. The obligations of Company are subject to force majeure and Company shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; terrorist activity; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war or

civil disorder; or any other cause beyond the reasonable control of Company, including but not limited to unforeseeable geologic conditions.

5. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding by and between Company and Reimbursor pertaining to the Project.

6. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

REIMBURSOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

COMPANY

Dominion

By: Michael R. Antonius (Authorized Representative)
Name: Michael R. Antonius
Title: Manager, DeWey Projects
Date: 1/29/08

Approved as to Form:

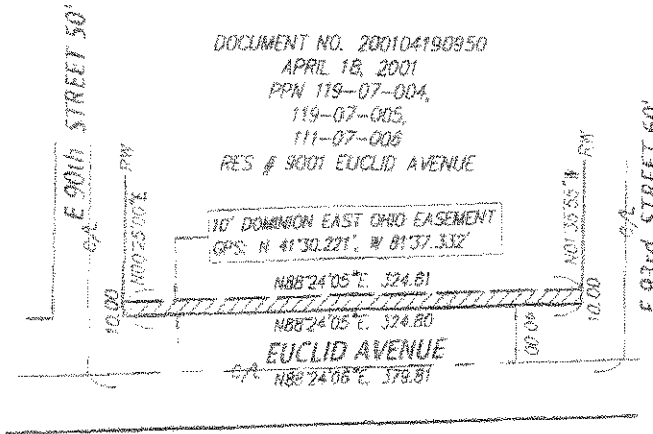
By: N/A
Date: _____

EXHIBIT "A"

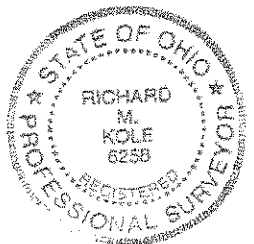
TO AN EASEMENT DATED
FROM
THE CLEVELAND CLINIC FOUNDATION
TO
DOMINION EAST OHIO

Prepared by:
R.M. KOLE & ASSOC. CORP.

DOCUMENT NO. 200104190950
APRIL 18, 2001
PPN 119-07-004,
119-07-005,
111-07-006
RES # 9001 EUCLID AVENUE



R. M. Kole
JUNE 23, 2004 NO SCALE



TRANSFER NOT REQUIRED

JUL 22 2004
Frank Rissar
CUYAHOGA COUNTY AUDITOR

TRANSFER NOT REQUIRED

JUL 22 2004
ROBERT KLARBEIN, PE, PS
CUYAHOGA COUNTY ENGINEER

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File No. 04087

CUYAHOGA COUNTY RECORDER
200407220768 PAGE 3 of 3

2007 CAPITAL BUDGET COST ESTIMATE
 LOCATION : NS Euclid & E 93rd Streets
 DESCRIPTION : Release DEO Easement
 DISTRICT : Instrument 200407220768
 BUDGET PROJECT :
 PROJ # : 1W06905360
 FOOTAGE : 1
 COST/FT : \$3,855.92
 EST. BY : Antonius

DESCRIPTION EST. COST

DIRECT CHARGES

A. COMPANY LABOR \$0

- 1) Engineering Lookup/Design/Inspection (PAYSCALE D0391 - ENG TECH)
 - \$54.38 * Regular Hours - Design : 0 \$0
 - \$46.41 * Overtime Hours - Design : 0 \$0
 - \$54.38 * Regular Hours - Inspection : 0 \$0
 - \$46.41 * Overtime Hours - Inspection : 0 \$0
- 2) C&M Technician (PAYSCALE D0132 - C&M TECH A)
 - \$54.38 * Regular Hours - # Employees : 0 # Hrs Each : 0 \$0
 - \$46.41 * Overtime Hours - # Employees : 0 # Hrs Each : 0 \$0
- 3) C&M Fitter Operator/Dump Truck Driver (PAYSCALE D0417 - FITTER OPERATOR A)
 - \$51.54 * Regular Hours - # Employees : 0 # Hrs Each : 0 \$0
 - \$44.00 * Overtime Hours - # Employees : 0 # Hrs Each : 0 \$0
- 4) GM&R (PAYSCALE D0446 - GAS OPERATIONS TECHNICIAN A)
 - \$54.38 * Regular Hours - # Employees : 0 # Hrs Each : 0 \$0
 - \$46.41 * Overtime Hours - # Employees : 0 # Hrs Each : 0 \$0

A1. COMPANY LABOR - EXEMPT \$2,030

- 1) Engineer/Project Manager (Avg of Salaried Engineers) \$0
 - \$74.25 * Regular Hours : 0
 - Employee:
 - Employee:
 - Employee:
- 2) Land Services (Sr Land Agent - Payscale 9839) \$2,030
 - \$57.99 * Regular Hours : 35
 - Employee:
 - Employee:
 - Employee:

B. MATERIAL (Pipe/Fittings from Warehouse, Shop Work Orders from Weld Shop) \$0

C. \$0

D. MATERIAL (Pipe, Fittings, etc. from Vendor) \$0

E. CONTRACTOR COSTS \$0 Installation
\$0 Removal

F. RESTORATION \$0

G. MISCELLANEOUS (Car Mileage, Meal Money, Clearing, Easements, etc.) \$0

H. ENGINEERING TRANSPORTATIO \$9.34 (Pickup) \$0

I. C&M TRANSPORTATION
 C&M TRANSP: 20.01 (Truck/Compressor/Backhoe/Trailer) \$0
 \$9.99 (Dump Truck) \$0

J. GM&R CREW TRANSPORTATION
 GM&R TRANSP: \$9.99 (Truck) \$0

K. NON-EXEMPT VEHICLES \$9.34 (SUV/Pickup) \$327

L. NONDESTRUCTIVE TESTING CONTRACTOR \$1,000 Per Day \$0

DIRECT CHARGES SUB-TOTAL -----> \$2,357

2007 DEO APPLIED OVERHEADS		
A. SUPERVISION	12.34% (ITEM A)	\$0
B. UNDER 2" STOCK	17.33% (ITEM C + ITEM D)	\$0
C. STORES CLEARING	17.24% (ITEM B)	\$0
D. PROJECT MANAGEMENT	57.34% (HOURLY LABOR, ITEM A.)	\$1,464
E. BILLING SURCHARGE (DRS)	(DIRECT CHARGES)	\$336
APPLIED OVERHEADS SUB-TOTAL ----->		\$1,499

SUBTOTAL PROJECT COST -----> \$3,856

EASEMENT RELEASE (1/2 FMV) \$14,000

TOTAL COST -----> \$17,856