

RESOLUTION NO. 2008-107

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A LEASE AGREEMENT WITH CITYWHEELS, LLC TO USE A PORTION OF THE SHAKER SQUARE RAPID TRANSIT STATION PROPERTY FOR A TERM OF ONE (1) YEAR

WHEREAS, the Greater Cleveland Regional Transit Authority owns the property at 13051 Shaker Boulevard in Cleveland, Ohio commonly known as the Shaker Square Rapid Transit Station; and

WHEREAS, CityWheels, LLC currently operates a self-serve carsharing program in Cleveland and Oberlin, Ohio; and

WHEREAS, CityWheels, LLC seeks to expand its operations by adding Shaker Square as an additional carsharing location; and

WHEREAS, the Authority does not need to utilize the proposed lease area for station area activities; and

WHEREAS, the Authority wishes to assist CityWheels, LLC with its mission to encourage automobile-free living.

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 enter into the attached lease agreement with CityWheels, LLC for one (1) carshare parking space at the Shaker Square Rapid Transit Station.

Section 2: That the term shall be one (1) year.

Section 3: That the rent for this lease is one dollar (\$1.00).

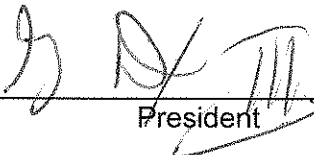
Section 4. That CityWheels, LLC will be responsible for the cost of striping and signing the parking space.

Section 5 That the General Manager/Secretary-Treasurer be, and is hereby authorized to enter into the Lease Agreement with CityWheels, LLC for use of the Greater Cleveland Regional Transit Authority property identified above in substantially the form of Attachment A hereto.

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

Attachment: Map showing designated parking area for CityWheels, LLC car

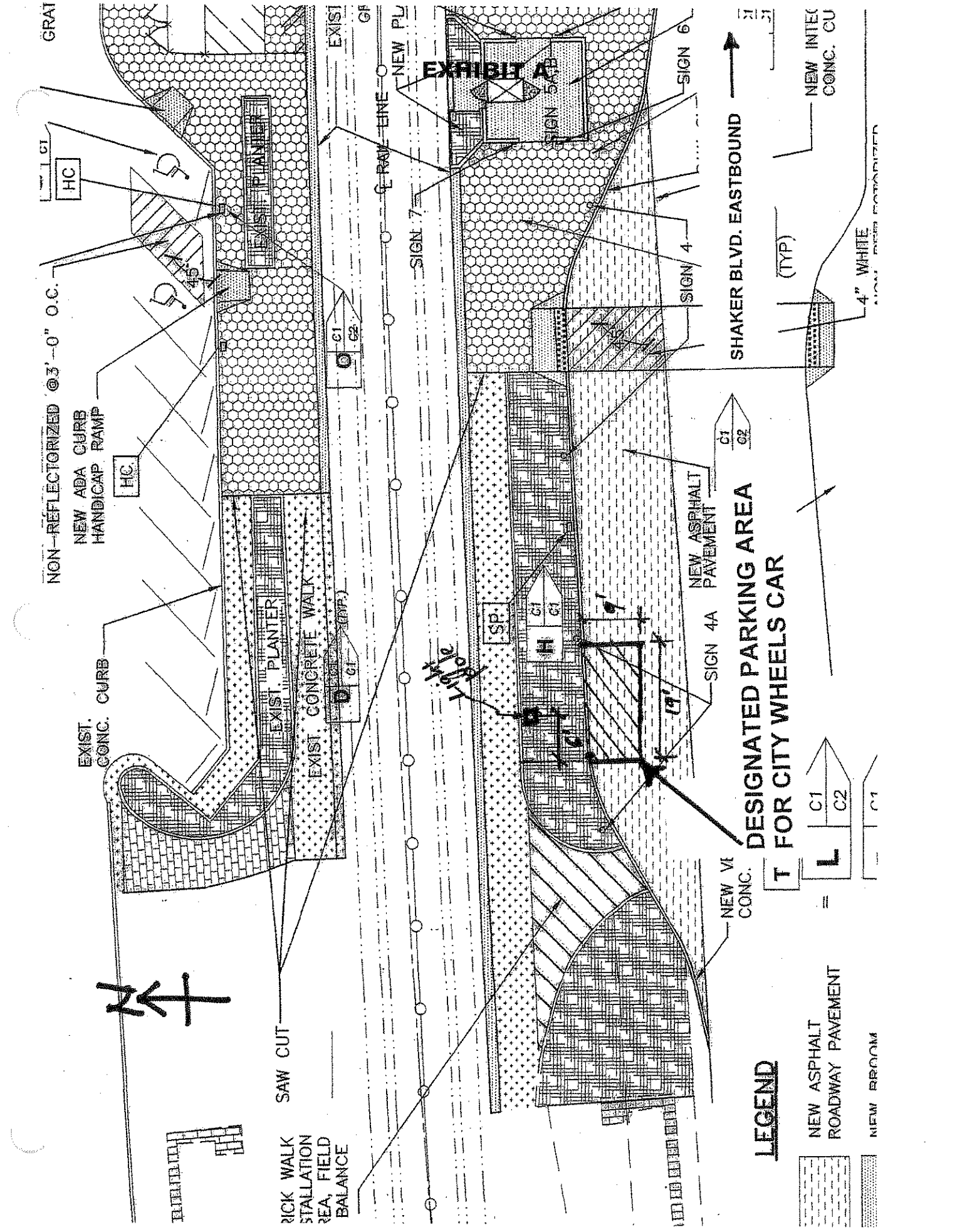
Adopted: July 15, 2008



President

Attest: 

CEO, General Manager/Secretary-Treasurer



GRAT

NON-REFLECTORIZED @3'-0" O.C.

NEW ADA CURB
HANDICAP RAMP

HC

EXIST.
CONC. CURB

SAW CUT

RICK WALK
STALLATION
REA, FIELD
BALANCE

EXIST. PLANTER
EXIST. CONCRETE WALK

EXIST

C1
C2

NEW PL
NEW PL

SIGN 7

EXHIBIT A

SP

C1
C1

H

C1
C1

NEW ASPHALT
PAVEMENT

C1
C2

SIGN 4A

**DESIGNATED PARKING AREA
T FOR CITY WHEELCAR**

NEW VI
CONC.

LEGEND

NEW ASPHALT
ROADWAY PAVEMENT

T =

L	C1	C2
---	----	----

NEW BROOM

NEW ASPHALT
CONC. CU

(TYP)

4" WHITE

SHAKER BLVD. EASTBOUND

21

31

NEW INTEC
CONC. CU

4" WHITE

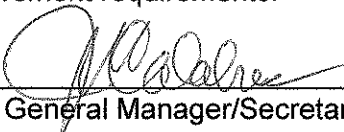


Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A LEASE AGREEMENT WITH CITYWHEELS, LLC TO USE A PORTION OF THE SHAKER SQUARE RAPID TRANSIT STATION PROPERTY FOR A TERM OF ONE (1) YEAR	Resolution No.: 2008-107
	Date: July 10, 2008
	Initiator: Programming and Planning
ACTION REQUEST: X Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: CityWheels, LLC operates a self-serve carsharing program in Cleveland and Oberlin, Ohio. It wishes to expand its operations by placing one (1) car at Shaker Square at the Shaker Square Rapid Transit Station. CityWheels, LLC has requested the use of a portion of RTA's "kiss and ride" pull-off area to park the car.
- 2.0 DESCRIPTION/JUSTIFICATION: GCRTA wishes to support CityWheels, LLC's mission of promoting automobile-free living. The proposed parking area will not interfere with GCRTA operations at the Shaker Square Rapid Transit Station. The rent for the use of this parking space shall be one dollar (\$1.00) for CityWheels, LLC during the one (1) year term of the lease in order to assist CityWheels, LLC expand its operations near transit facilities.
- 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 the Board of Trustees must approve all agreements in excess of \$25,000.
- 6.0 ECONOMIC IMPACT: While this lease does not provide additional revenue to the Authority, it does not negatively impact GCRTA's budget since CityWheels, LLC is required to pay for the cost of signs and striping at the parking space.
- 7.0 ALTERNATIVES: Reject CityWheels, LLC's request to park at the Shaker Square Rapid Transit Station.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize leasing this property to CityWheels, Inc.
- 9.0 ATTACHMENTS: Lease Agreement with CityWheels, LLC (Attachment A).

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



CEO, General Manager/Secretary-Treasurer

ATTACHMENT A

PARKING SPACE LEASE

This Parking Space Lease (the "Lease") is entered into as of this ____ day of _____, 2008, between Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio, organized under Ohio Revised Code Chapter 306 ("Landlord") and CityWheels, LLC, an Ohio Limited Liability corporation ("Tenant").

RECITALS

- A. Landlord is the owner in fee simple of a "kiss and ride" pull-off area located at the Shaker Square Rapid Transit Station, in the city of Cleveland and the county of Cuyahoga (the "Parking Lot"), a map of which is attached to this Lease as Exhibit A.
- B. Tenant desires to lease from Landlord one (1) motor vehicle parking space(s) for the exclusive use of Tenant's cars.
- C. Tenant operates a car-sharing business and Tenant's cars are used by multiple members ("Member") who individually have access to the cars.
- D. The purpose of this Lease is to set forth the agreement of the parties with respect to the lease of such parking spaces by Landlord to Tenant.

Therefore, for and in consideration of the mutual promises and conditions contained in this Lease, Landlord and Tenant agree as follows:

1. Premises. Landlord leases to Tenant for its exclusive use, on the terms and conditions set forth below, one (1) motor vehicle parking space located at Landlord's "kiss and ride" pull-off area at the Shaker Square Rapid Transit Station and clearly identified on Exhibit A attached to this Lease (the "Parking Spaces").
2. Term. Unless terminated pursuant to Sections 10 or 11, the term of this Lease shall be one (1) year, commencing on August 15, 2008 and terminating on August 14, 2009 (the "Term"), and shall include any renewal provided in Section 3.
3. Option to Renew. Landlord and Tenant shall discuss the option to renew this Lease for additional terms within 90 days prior to the expiration of the first lease year.
4. Rent. The rent for the initial term of this lease shall be One Dollar (\$1.00). If Tenant and Landlord negotiate an extension of this Lease Agreement, the rental rates for any extension periods shall be negotiated at that time. Either a new lease agreement shall be made or there will be amendments made to this agreement.

5. Representations and Warranties of Landlord. Landlord represents and warrants that:

a. Landlord is the sole fee simple owner of the Parking Spaces; and

b. Landlord has the full capacity and authority to execute and perform this Lease and, when entered into, this Lease will constitute a binding obligation of Landlord in accordance with its terms; and

c. Landlord is not a party to any agreement or understanding that is inconsistent with this Lease.

6. Representations and Warranties of Tenant. Tenant represents and warrants that:

a. Tenant has full capacity and authority to execute and perform this Lease and, when entered into, this Lease will constitute a binding obligation of Tenant in accordance with its terms; and

b. Tenant is not a party to any agreement or understanding that is inconsistent with this Lease.

7. Landlord's Duties. Landlord agrees to perform the following duties throughout the Term:

a. Landlord shall maintain the Parking Spaces and the Parking Lot in a reasonable condition, free from any surface or other defect that might prevent its use for the purposes of this Lease; and

b. Landlord shall ensure that Tenant has unobstructed access to the Parking Spaces at all times, except for such time as repairs are needed to the Parking Spaces and the Parking Lot. In these cases, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

8. Tenant's Duties. Tenant agrees to perform the following duties throughout the Term:

a. Tenant shall designate all of its vehicles that have the right to park in the Parking Spaces with CityWheels logo permanently adhered to the vehicle; and

b. Tenant shall designate the Parking Spaces with a sign that is clearly visible to all motorists and that clearly states that the Parking Spaces are for the Tenant's exclusive use. Tenant may also mark the pavement at the Parking Space with the logo of Tenant. Landlord must approve the design of all signage and the

proposed sign location prior to installation by Tenant; and

c. Tenant will not use or occupy, or permit any portion of the premises to be used or occupied, (i) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, or (ii) for any disreputable business or purpose, or (iii) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the property on which the premises are located or its contents.

9. Insurance.

a. Automobile Liability Insurance. Automobile Liability Insurance in the amount of one million dollars (\$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 the lease.

b. General Liability. Tenant will, at its sole expense, obtain and keep in force during the term of this lease general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, non-owned automobile liability, with respect to the premises or arising out of the maintenance, use, or occupancy of the premises. Such insurance will insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in paragraph 13 herein. Such insurance will be noncontributing with any insurance which may be carried by Landlord and will contain a provision that Landlord, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, officers, and employees, or the property of such persons located on the leased premises. The limits and coverage of all such insurance will be adjusted by agreement of Landlord and Tenant during every third lease year during any extensions to the term of this lease in conformity with the then prevailing custom of insuring liability in the City of Cleveland.

c. Other Matters. All insurance required in this paragraph and all renewals of it, will be issued by companies authorized to transact business in the State of Ohio, and rated at least A- Class VIII by Best's Insurance Reports (property liability) or approved by Landlord. The general liability and auto liability insurance will be carried in the name of Tenant and will name Landlord as an additional named insured. All insurance policies will be subject to approval by Landlord as to form and substance; will expressly provide that such policies will not be canceled or altered without thirty (30) days' prior written notice to

Landlord, shall contain a waiver of subrogation in favor of Landlord, and shall be primary and non-contributory as respects and insurance or self-insurance maintained by Landlord. Tenant may satisfy its obligation under this paragraph by appropriate endorsements of its blanket insurance policies.

10. Landlord's Rights. Landlord shall have the right to terminate this Lease, by written notice to Tenant, if Tenant breaches Section 6, or if Tenant fails to cure any breach of Section 8 within 30 days after Landlord gives notice of such breach or upon thirty (30) days written notice if the Parking Spaces, in Landlord's sole discretion, become unsuitable for Landlord's transit operations.

11. Tenant's Rights. Tenant shall have the right to terminate this Lease, by written notice to Landlord, if Landlord breaches Sections 5 or 7, or upon thirty (30) days written notice if the Parking Spaces, in Tenant's sole discretion, become unsuitable for Tenant's car sharing business.

12. Landlord's Limitation on Liability. Landlord is not responsible for items left in any vehicle parked in the Parking Spaces.

13. Indemnification. So long as Landlord is not in breach of any part of this agreement and/or its duties to maintain the leased property, Tenant will indemnify Landlord, its agents, and employees against, and hold Landlord, its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from: (a) the use or occupancy of the premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the premises; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, or visitors of Tenant or any such person; (d) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this lease or any law, ordinance, or governmental requirement of any kind; or (e) (except for loss of use of all or any portion of the premises or Tenant's property located within the premises which is proximately caused by or results proximately from the negligence of Landlord), any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the premises under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

14. Waiver and Release. Tenant waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has

disclaimed liability pursuant to the provisions of this lease. In addition, Tenant agrees that Landlord, its agents, and employees, will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water (including water from the transit system, rain or snow from the premises or into the premises or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of premises), or from construction, repair, or alteration of the premises or from any acts or omissions of any other Tenant, occupant, or visitor of the premises, or from any cause beyond Landlord's control.

15. Federal Transit Administration (FTA) Requirement (if applicable): (1) The project equipment shall be operated by the lessee to serve the best interest and welfare of the project sponsor lessor and the public. The terms and conditions for operation of service imposed by the grantee shall be evidenced in a service agreement. (2) The lessee shall maintain project equipment at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures outlined by the project sponsor. The project sponsor lessor and/or FTA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the project equipment. (3) The lease needs to cross reference a service agreement. A default under the lease is a default under the service agreement and vice versa.

16. Notice. Any notices, statements, payments, acknowledgements, and consents required to be given by either party under this Lease shall be in writing and mailed to the following addresses:

If to the Landlord: GCRTA
1240 W. 6th Street
Cleveland, OH 44113
Attn: Property Manager

If to the Tenant: CityWheels, LLC
11309 Euclid Avenue
Cleveland, OH 44106

Or at such other addresses as may be specified by such a notice from time to time.

17. Assignment. This Lease shall be binding upon and inure to the benefit of each party and their respective successors, assignees, heirs, and personal representatives.

18. No Waiver. The failure of either party to enforce any provision or breach of

this Lease at any time does not constitute a waiver of its right to enforce that provision in the future.

19. Entire Agreement. This Lease contains the complete understanding between the parties and supersedes any prior agreements, whether written or oral. This Lease may only be changed or amended by a writing signed by both parties.

20. Governing Law. The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Lease.

To show their acceptance of the above terms and conditions, the parties have executed this Lease below as of the date stated in the caption of the Lease.

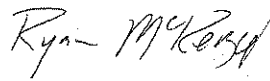
Landlord:

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

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

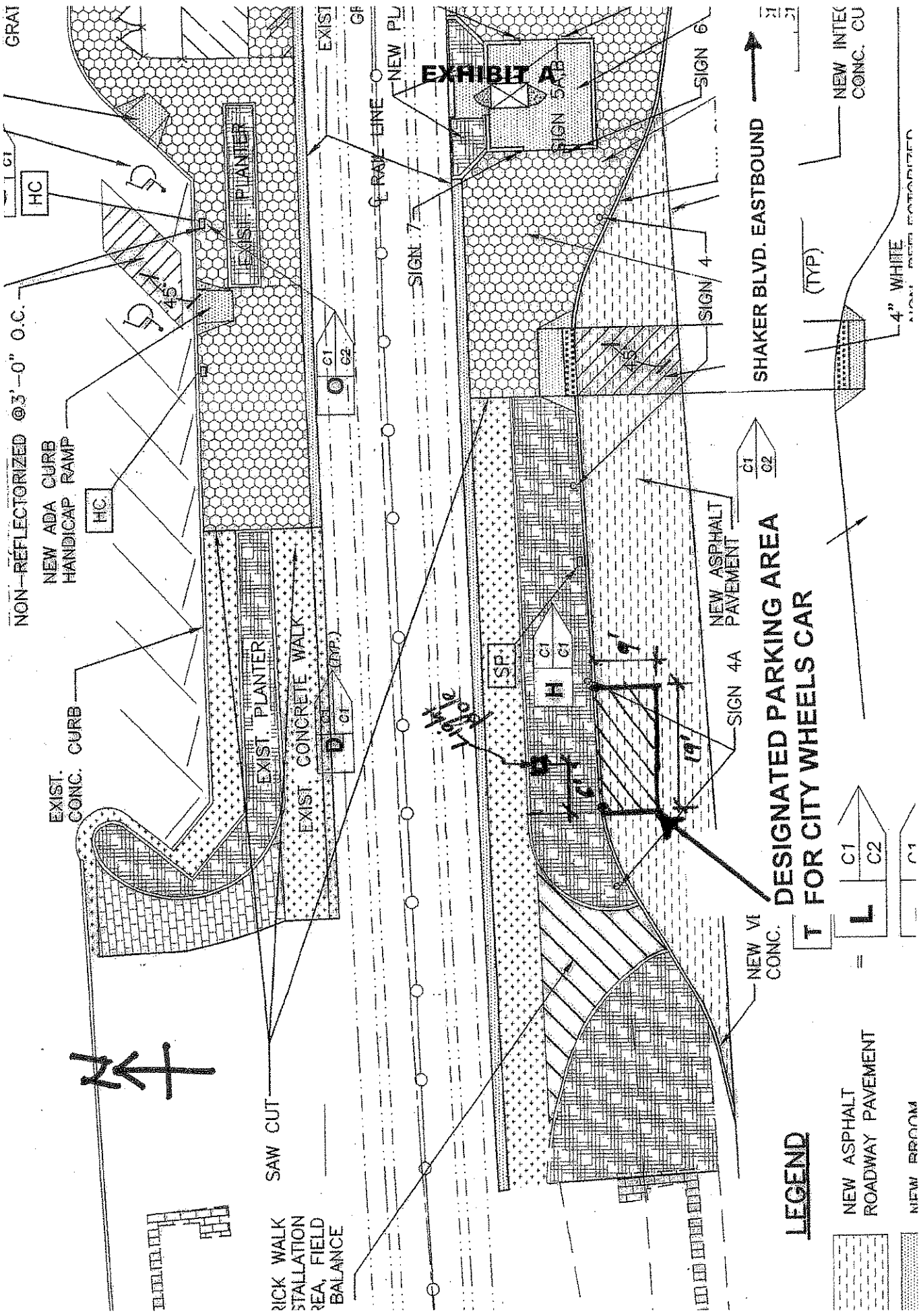
Tenant:

CITYWHEELS, LLC

By: 
Ryan McKenzie
President

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

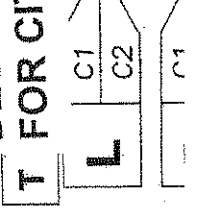
Sheryl King Benford, General Counsel
Deputy General Manager - Legal Affairs



↑

LEGEND

- NEW ASPHALT ROADWAY PAVEMENT
- NEW ROOM



DESIGNATED PARKING AREA FOR CITY WHEELS CAR

SHAKER BLVD. EASTBOUND

EXHIBIT A

RICK WALK STALLATION AREA, FIELD BALANCE

SAW CUT

EXIST. CONC. CURB

EXIST. PLANTER

EXIST. CONCRETE WALK (TYP.)

NON-REFLECTORIZED @3'-0" O.C.

NEW ADA CURB HANDICAP RAMP

HC

EXIST. PLANTER

SIGN 7

SIGN 4A

SIGN 4

SIGN 6

SHAKER BLVD. EASTBOUND

NEW INTEC CONC. CU

4" WHITE

ASBESTOS FIBER REINFORCED

EXIST. GF

NEW PL

C1

C2

C1

C2

C1

C2

C1

SP

H

C1

C1

19'

19'

Handwritten notes: "19' 0" and "19' 0"