

RESOLUTION NO. 2015-36

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO A NO-COST LICENSE AGREEMENT WITH NORTHEAST SHORES DEVELOPMENT CORPORATION, AN OHIO CORPORATION, TO PLACE A BUS SHELTER ON ITS PROPERTY LOCATED AT 15509-15513 WATERLOO ROAD, CLEVELAND, OHIO FOR A TERM OF FIVE (5) YEARS WITH AUTOMATIC YEARLY RENEWALS THEREAFTER

WHEREAS, Northeast Shores Development Corporation ("Northeast") owns property at 15509-15513 Waterloo Road, Cleveland, Ohio commonly known as part of Cuyahoga County Parcel 112-17-034; and

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") wishes to place a bus shelter on the Premises to better serve GCRTA customers; and

WHEREAS, Northeast is willing to enter into a License Agreement to allow GCRTA to install a bus shelter on the Premises.

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 a license agreement with Northeast Shores Development Corporation for the purpose of installing and maintaining a bus shelter at 15509-15513 Waterloo Road, Cleveland, Ohio on the Premises and for incidental purposes related thereto.

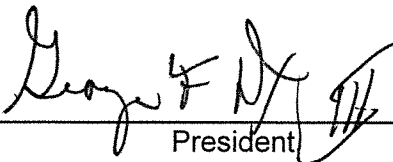
Section 2. That the license agreement term shall be five (5) years, which shall automatically renew thereafter on a year-to-year basis unless either party terminates the agreement with ninety (90) days prior written notice.

Section 3. That the annual rent for each year shall be zero dollars (\$0.00).

Section 4. That the General Manager/Secretary-Treasurer be, and is hereby authorized to enter into the license agreement and to allow the agreement to renew on a year-to-year basis after the initial term.

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

Adopted: March 24, 2015



President

Attest:



CEO, General Manager/Secretary-Treasurer

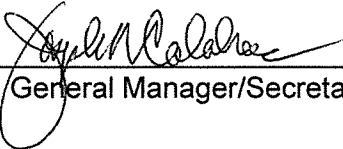


Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION:		Resolution No.: 2015- 36
CONTRACT:	LICENSE AGREEMENT FOR BUS SHELTER AT E.156 TH AND WATERLOO, CLEVELAND, OH	Date: March 19, 2015
VENDOR:	NORTHEAST SHORES DEVELOPMENT CORPORATION, AN OHIO CORPORATION	Initiator: Programming and Planning
AMOUNT:	\$0.00/YEAR	
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 action will authorize the General Manager/Secretary-Treasurer to enter into a License Agreement for construction of a bus shelter on land owned by Northeast Shores Development Corporation located on Waterloo Road in Cleveland, OH, for a period of five (5) years with automatic yearly renewals thereafter.
- 2.0 DESCRIPTION/JUSTIFICATION: The bus shelter is being installed by RTA to better serve RTA customers who frequent the retail and residential areas surrounding the intersection of Waterloo Road and E. 156th Street and those utilizing the number 37 bus.
- 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 Procedures that specify the Board of Trustees must approve all license agreements with a term greater than three (3) years.
- 6.0 ECONOMIC IMPACT: None. This is a no-cost license agreement.
- 7.0 ALTERNATIVES: Not approve. GCRTA can continue to stop at this location without a shelter.
- 8.0 RECOMMENDATION: Staff recommends that the Board of Trustees approve the resolution to authorize entering into a license agreement and placement of a bus shelter at this location.
- 9.0 ATTACHMENTS: License agreement

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



CEO, General Manager/Secretary-Treasurer

BUS SHELTER LICENSE AGREEMENT

This Agreement ("**Agreement**") made and entered into on the date(s) specified below, by and between Northeast Shores Development Corporation, an Ohio Corporation ("**Licensor**") with a business mailing address of 317 East 156th Street and the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio ("**Licensee**"), with a business mailing address of 1240 West 6th Street, Cleveland, OH 44113.

WHEREAS, Licensor is the owner of the realty identified on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties for Licensee to use that certain area of Licensor's realty located and identified on Exhibit "A" for a bus shelter; and

WHEREAS, Licensee's passengers and Licensor's invitees also will mutually benefit from the installation of a bus shelter and the use thereof.

NOW, THEREFORE, in consideration of the mutual benefits received by each party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee (i) an irrevocable license coupled with an interest to use that certain area within Licensor's realty located and identified on Exhibit "A" as the "GCRTA Shelter Location" (the "**Licensed Premises**") for purposes of the operation of a bus shelter, and (ii) the rights of ingress and egress for the installation, use and maintenance of a bus shelter. The bus shelter is the property of Licensee, and Licensor has no property rights to such bus shelter, nor does Licensee have property rights to the land located around and below the bus shelter.

II. LIMITATION TO DESCRIBED PURPOSE

The Licensed Premises may be used by Licensee solely for purposes of a bus shelter for bus passengers, and for incidental purposes related to such purpose, during the term of this Agreement.

III. CONSIDERATION

Licensor and Licensee acknowledge that they will mutually benefit from the bus shelter, and also that Licensor's invitees and Licensee's passengers will benefit from such bus shelter. Licensor, at its sole expense, agrees to pour the concrete pad needed for the shelter. Licensee, at its sole expense, agrees to construct and install the bus shelter, and maintain both the bus shelter and the concrete pad during the term of this Agreement. Such mutual benefits and expense constitute the consideration for this Agreement.

IV. TERM

Licensee agrees to construct, install, operate and maintain such bus shelter upon the Licensed Premises for a period of five (5) years from the date of execution hereof, subject to automatic renewal on a year-to-year basis; provided, however, that, after the initial five (5) year term, either party may terminate this Agreement with ninety (90) days prior written notice. Upon the termination of this Agreement, Licensee shall (i) surrender the Licensed Premises to Licensor in as good condition and repair as the date possession was given (ordinary wear and tear only excepted); and (ii) remove the bus shelter and any and all other item related thereto, and repair all damage caused by such removal to the Licensed Premises, the land below the bus shelter and/or the land surrounding the bus shelter (if applicable).

V. INDEMNIFICATION

Licensee's liability is governed by the provisions of the Ohio Revised Code, Chapter 2744, and other laws of Ohio. In accordance with those laws, the Licensee shall hold harmless Licensor for Licensee's negligent use of the Licensed Premises that may result in damage, liability or expense caused to the Licensed Premises by the Licensee's negligence. Licensor agrees that the Licensee shall not be liable to it for normal wear and tear caused to the Licensed Premises as a result of the Licensee's use thereof, and Licensor agrees to indemnify and hold the Licensee harmless from and against any and all damage, liability, or expense to persons or property caused by Licensor's negligence or intentional conduct.

Licensee shall maintain, repair and replace any improvements constructed on the Licensed Property by Licensee as provided in this Agreement at Licensee's sole cost and expense; provided, however, that if any replacement is required, Licensee shall provide prior written notice to Licensor and in no event shall any such work affect the traffic flow or any tenants within the shopping center. Licensor shall maintain, repair and replace any improvement constructed on the Licensed Property by Licensor, if any, at Licensor's sole cost and expense.

VI. GOVERNING LAW

It is understood and agreed that this License Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, courts of Cuyahoga County.

VII. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by (i) any nationally recognized receipted overnight courier, or (ii) certified or registered mail, if sent to the respective address of each party as set forth below.

VIII. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

IX. MODIFICATION OF AGREEMENT


Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party.

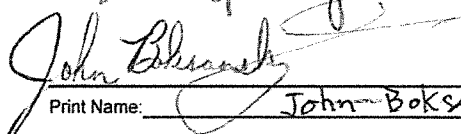
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]


IN WITNESS THEREOF, each party to this agreement has caused it to be executed at Cleveland, Ohio, on the date(s) indicated below.

Licensor:

Witnesses:


Print Name: Carly Marganian


Print Name: John BOKSANISKY

By: 
Its: Executive Director
Date: 1/8/14

Licensee:

**Greater Cleveland Regional
Transit Authority**

a political subdivision of the State of Ohio
1240 West 6th Street
Cleveland, Ohio 44113-1331

Witnesses:

Print Name: _____

Print Name: _____

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

Date: _____

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

Deputy General Manager-Legal Affairs

EXHIBIT "A"

Subject Realty:

[GRAPHIC SHOWING LOCATION OF BUS SHELTER TO BE PROVIDED]

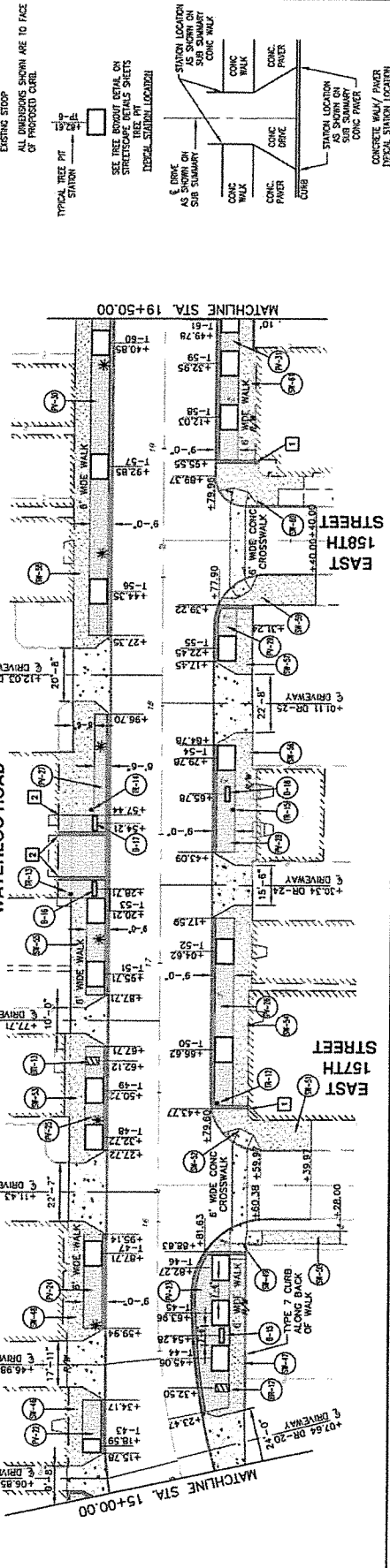
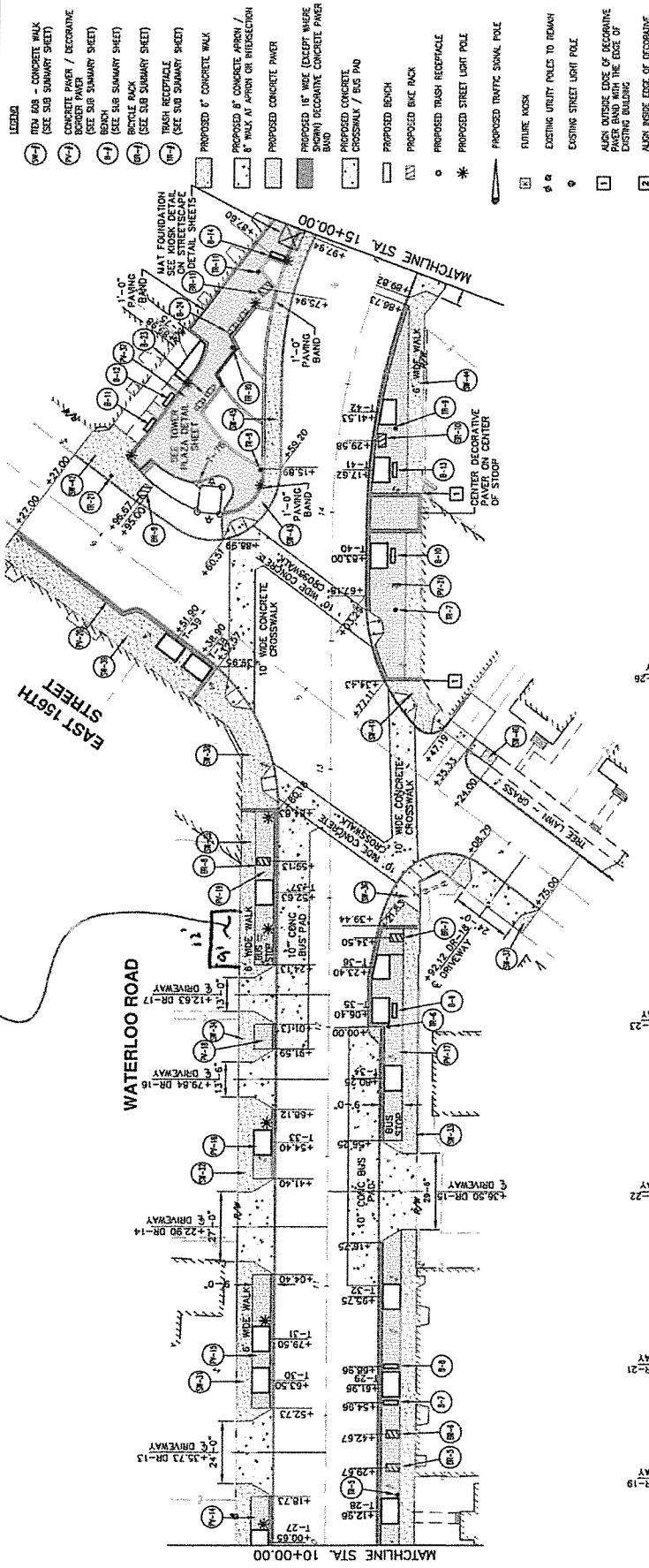
See attached pages 1-6



NORTHEAST SHORES DEV. CORP
317 EAST 156th STREET
CLEVELAND, OHIO 44110

LEGEND

- 1. CONCRETE WALK (SEE SUB SUMMARY SHEET)
- 2. CONCRETE PAVEMENT / DECORATIVE BORDER PAVEMENT (SEE SUB SUMMARY SHEET)
- 3. ROCKLE BACK (SEE SUB SUMMARY SHEET)
- 4. TRASH RECEPTACLE (SEE SUB SUMMARY SHEET)
- 5. PROPOSED 6" CONCRETE WALK
- 6. PROPOSED 8" CONCRETE APRON / 6" WALK AT APRON OR INTERSECTION
- 7. PROPOSED CONCRETE PAVEMENT
- 8. PROPOSED 18" WIDE (EXCEPT WHERE SHOWN) DECORATIVE CONCRETE PAVEMENT
- 9. PROPOSED CONCRETE CROSSWALK / 8" WALK
- 10. PROPOSED BENCH
- 11. PROPOSED BICYCLE RACK
- 12. PROPOSED TRASH RECEPTACLE
- 13. PROPOSED STREET LIGHT POLE
- 14. PROPOSED TRAFFIC SIGNAL POLE
- 15. FUTURE ROCK
- 16. EXISTING UTILITY POLES TO REMAIN
- 17. EXISTING STREET LIGHT POLE
- 18. ALIGN OUTSIDE EDGE OF DECORATIVE PAVEMENT BAND WITH THE EDGE OF EXISTING BUILDING
- 19. ALIGN INSIDE EDGE OF DECORATIVE PAVEMENT BAND WITH THE EDGE OF EXISTING STOP
- 20. DIMENSIONS SHOWN ARE TO FACE OF PROPOSED CURB



Concrete
Bus Shelter
Pad

John Boksansky

From: Antoine Buie <ABUIE@gcrta.org>
Sent: Friday, October 10, 2014 1:46 PM
To: John Boksansky
Cc: Heather Bates; Jonathan Ciesla; Joel Freilich; Jeffrey Macko; Michael Binetti; Valerie Shea
Subject: Re: Waterloo Bus shelter pad at East 156th Street [WARNING: SPF validation failed]
Attachments: Bus Shelter Spacing Drawings.pdf; Antoine Buie.vcf

John,

Attached below is a drawing displaying the bus pad specification. We prefer the concrete pad to be even with the sidewalk. Also, the concrete mixture can be the same as the concrete used for the new sidewalks that were installed with the street scape plan. Please inform me when the concrete is ready to have a bus shelter installed and let me know if you have any other questions.

Thanks

Antoine D. Buie
Planner III
Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, OH 44113
216-781-4536
abuie@gcrta.org

>>> John Boksansky <JBoksansky@northeastshores.org> 10/8/2014 2:35 PM >>>

Hi Antoine:

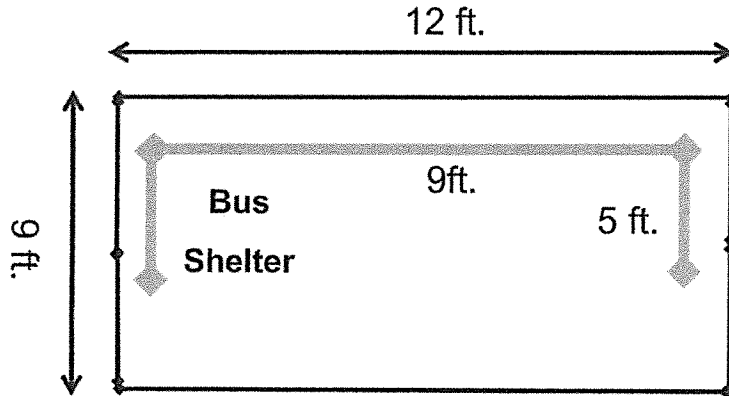
Hope you are well.

Please forward the specification for the 9' x 9' pad to be installed on private property ASAP to accommodate the proposed shelter.

I am trying to coordinate with remaining concrete pours in the area as part of the Waterloo Streetscape reconstruction.

Thank You,

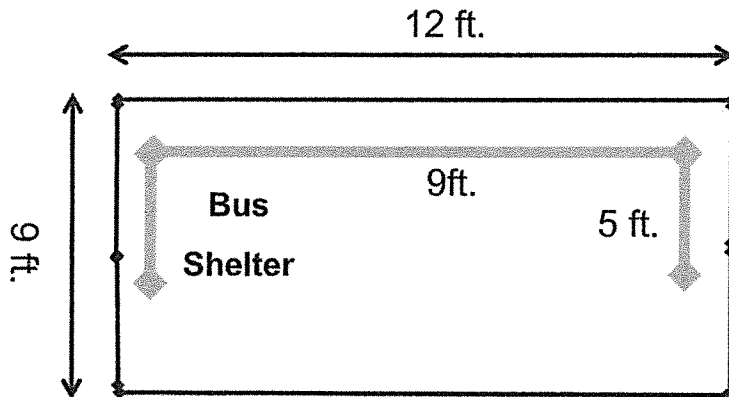
Small Front - Facing Bus Shelter Concrete Pad



Note: Concrete depth should be a minimum of 6 inches.

Not drawn to scale.

Small Front - Facing Bus Shelter Concrete Pad



Note: Concrete depth should be a minimum of 6 inches.

Not drawn to scale.



CITY OF CLEVELAND
Mayor Frank G. Jackson

CITY OF CLEVELAND
DEPARTMENT OF PUBLIC SERVICE
DIVISION OF ENGINEERING & CONSTRUCTION
BUREAU OF SIDEWALKS
ROOM 518 CITY HALL 216-664-2474

All Property owners in the City of Cleveland are responsible for the maintenance/repair of the sidewalks, apron, and curb and or gutter, which abuts their property as per City of Cleveland codified ordinance 505.11.

SIDEWALK AND OBSTRUCTION PERMITS

A Sidewalk permit is required for all repair /replacement of existing sidewalks, aprons, curbing and sidewalk intersections that are located within the city's right of way area. Property owners, their agents or bonded sidewalk contractors may perform the repairs. There is a \$25.00 fee for the sidewalk permit, which can be obtained in room 518 City Hall between the hours of 7:30 am to 4:00 pm. only. Payment can be made by cash, check or money order made payable to The City of Cleveland.

A pre-pour inspection may be required prior to concrete placement. All form work shall be in place and sub base compacted. If a pre-pour inspection is indicated on your permit, please contact the Bureau of Sidewalks, between the hours of 7:30 am-8:30 am Monday through Friday, to schedule the inspection. A minimum of 24 hours advance notice is required for all inspections.

Sidewalk permits are not issued between November 15 and February 1 unless approved by the Director of Pubic Service with cold weather placement procedure submitted and approved.

An Obstruction permit is required for all repairs performed in the Central Business District and at all locations citywide in, which a main street is obstructed. Please call 664-2174 or go to room 122, City Hall Street Permits Office for information and an application.

All repairs are to be performed per the City of Cleveland standards and detail drawings, which will be provided with the sidewalk permit or upon request.

CITY STANDARDS

SIDEWALK, DRIVEWALK AND APRON REPAIRS



Sidewalk, drive walk and apron replacements are to done in concrete with an air entrained concrete mix that has a minimum of 650 lbs. Cement per c.yard. Full slab repairs are required, joint-to-joint with a broom finish and to the city's specifications. Concrete shall be placed on compacted 2" thick base of sand or gravel. Premium fill material shall be placed and compacted in lifts of 6 inchs at all areas that the sub grade has been excavated. **New brick, concrete or granite pavers must have approval prior to installation.** Full sandstone slabs may be relayed/reset if not broken or if the surface is dished or worn smooth. All sidewalk repairs in the Central Business District must be 6-inch thickness. Sidewalk repairs in residential areas are to be 4-inch thickness and all residential drive walk and aprons are to be 6-inch thickness. At all changes in slab thickness, 1/2" thick expansion joint material shall be placed and also at minimum of 30' intervals. All areas of new construction shall be protected and barricaded until the area can be opened to pedestrian or vehicle traffic without damage.

All commercial properties citywide are to have 8-inch thick drive walk and apron.

TREE ROOT GRINDING

The Division of Urban Forestry must perform grinding of tree lawn tree roots if located, under the sidewalk area prior to the repair of the sidewalk. Please call 664-3104 to schedule the root grinding. The tree roots must be exposed prior to grinding. All Tree roots from trees located on private property that are causing sidewalk damage/ uplift are the property owner's responsibility to have removed prior to the repair of the sidewalks.

CURB REPAIRS

May be concrete or in kind material; this varies in which city district the repairs are to made. The City Planning Commission, room 501 city hall must be notified of any proposed changes of existing curbing material.

SIDEWALK INTERSECTIONS

All new sidewalk intersections shall be constructed to meet the Federal Government Mandated A.D.A. (AMERICANS WITH DISABILITIES ACT) requirements. Detailed ramp standards are available to assist in construction.

ESTABLISHING NEW SIDEWALKS, APRONS OR CHANGING CURB LINE

To establish new sidewalks, aprons or curbing, the Division of Engineering and Construction must review and approve the detailed plans prior to the issue of a sidewalk permit.

A Curb cut permit must be applied for and approved prior to establishing a new apron and drive section of sidewalk. Curb cut permits applications can be obtained from the Streets Permits Dept. Room 122 City Hall.

Changing of the existing sidewalk width, grade, curb line, paving of a tree lawn, or removal of an existing paved tree lawn to landscape must be approved by the Director of Public Service prior to the issue of a sidewalk permit. Detailed drawings are required to be submitted to the Commissioner of Engineering for approval.

TREE LAWN PARKING AREAS

Paving of a tree lawn for vehicle parking requires a separate tree lawn-parking permit to be applied for. A detailed drawing must be submitted showing location and size of the proposed parking area, measurements of the existing sidewalk, tree lawn, underground utilities, and all existing obstructions located on that side of the property and details showing the new pavement type and stripping. No work can start until this permit is approved.

ALL PERMITS ARE TO BE POSTED ON THE JOBSITE DURING CONSTRUCTION AND AVAILABLE FOR REVIEW ON REQUEST BY AUTHORIZED CITY PERSONAL.

Failure to secure an obstruction and or a sidewalk permit may result in a stop work order, traffic fines and other penalties as permitted by City ordinances.