



Greater Cleveland  
Regional Transit Authority

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Cleveland, Ohio 44113-1302  
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## MEETING NOTICE

Notice is hereby given that the following meeting of the Board of Trustees of the Greater Cleveland Regional Transit Authority will take place at **9 a.m. on Tuesday, November 28, 2023** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon. This meeting will be live streamed on RTA's Board Page [www.RideRTA.com/board](http://www.RideRTA.com/board) via the meeting date for staff and members of the public. Members of the public may attend in person.

The meeting package will be posted on RTA's website at ([www.riderta.com/board](http://www.riderta.com/board)), on RTA's Facebook page, and RTA's Twitter page.

### External And Stakeholder Relations & Advocacy Committee

- Community Advisory Committee - A request to appoint eleven members to the Community Advisory Committee (CAC).

### Organizational, Services & Performance Monitoring Committee

- Quarterly Management Report – Review of 3<sup>rd</sup> Quarter 2023 results.
- TRACTION Results Reporting - Presentation of 3<sup>rd</sup> Quarter 2023 scorecards and customer experience surveys.

### Audit, Safety Compliance And Real Estate Committee

- Internal Audit Quarterly Report – Presentation of 3<sup>rd</sup> Quarter 2023 Internal Audit Report.

Board of Trustees Meeting – agenda attached

India L. Birdsong Terry  
General Manager, Chief Executive Officer

IBT:tab  
Attachment

**Scan this QR code to access the meeting schedule, live streams and meeting materials.**



## AGENDA

### RTA EXTERNAL & STAKEHOLDER RELATIONS & ADVOCACY COMMITTEE

Tuesday, November 28, 2023

Committee Members:      TBD, Chair  
                                 Mayor Paul A. Koomar, Vice Chair  
                                 Mayor Anthony D. Biasiotta  
                                 Ms. Deidre Y. McPherson  
                                 Ms. Lauren R. Welch


- I.      Roll Call
- II.     Community Advisory Committee - A request to appoint eleven members to the Community Advisory Committee (CAC).  
  
         Presenter(s):
  - Natoya Walker Minor, Deputy General Manager, Administration & External Affairs
  - Albert Johnson, Supervisor, Customer Engagement
- III.    Adjourn



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

To: Rev. Charles P. Lucas, President  
and Members, Board of Trustees

From: India L. Birdsong Terry  
General Manager, Chief Executive Officer 

Date: November 22, 2023

Subject: Community Advisory Committee Candidates

At the November 28, 2023, External and Stakeholder Relations & Advocacy Committee meeting, staff will present the Ad-Hoc Screening Committee eleven recommended Community Advisory Committee (CAC) candidates selected to proceed for review and potential appointment to the CAC.

Please call me if you have any questions or require additional information prior to Tuesday's meeting.

IBT/AJ

## AGENDA

### RTA ORGANIZATIONAL, SERVICES & PERFORMANCE MONITORING COMMITTEE

Tuesday, November 28, 2023

Committee Members: Mayor Anthony D. Biasiotta, Chair  
Mayor Paul A. Koomar, Vice Chair  
Mr. Jeffrey W. Sleasman  
Mayor David E. Weiss  
Ms. Lauren R. Welch

- I. Roll Call
- II. Quarterly Management Report – Review of 3<sup>rd</sup> Quarter 2023 results.  
Presenter:
  - India L. Birdsong Terry – General Manager, Chief Executive Officer
- III. TRACTION Results Reporting - Presentation of 3<sup>rd</sup> Quarter 2023 scorecards and customer experience surveys.  
Presenter(s):
  - India L. Birdsong Terry – General Manager, Chief Executive Officer
  - Dr. James Rubin – Principal, TransPro
- IV. Adjourn

## AGENDA

### RTA AUDIT, SAFETY COMPLIANCE AND REAL ESTATE COMMITTEE

Tuesday, November 28, 2023

Committee Members: Mayor Paul A. Koomar, Chair  
Ms. Calley Mersmann  
Mr. Jeffrey W. Sleasman  
Mayor David E. Weiss

- I. Roll Call
- II. Approval of August 15, 2023 minutes
- III. Internal Audit Quarterly Report – Presentation of 3<sup>rd</sup> Quarter 2023 Internal Audit Report.  
Presenter:
  - Anthony Garofoli, Executive Director, Internal Audit
- IV. Adjourn

## Minutes

### RTA Audit, Safety Compliance & Real Estate Committee Meeting

9:04 a.m. August 15, 2023

**Committee Members:** Koomar (Chair), Sleasman (fill in), Weiss

**Not present:** Joyce, Mersmann, Moss

**Staff/Other:** Birdsong Terry, Bowles, Burney, Caver, Crawshaw, Dangelo, Fields, Fleig, Garlock, Garofoli, Gautam, Goodwin, Harwood, Jupina, Lincoln, Miller, O'Donnell, Schipper, Scott, Togher, Zimmerman

**Public:** None

The meeting was called to order at 9:04 a.m. There were two (2) committee members present. Mr. Sleasman attended as a fill in, to establish a quorum of three (3).

#### Minutes

The minutes for the May 9, 2023 Quarterly Internal Audit meeting was approved.

#### Casualty Insurance Program

Judy Lincoln, Director of Risk Management, gave the presentation. The Casualty Insurance Program renews September 1, 2023. Barb Goodwin, Senior Vice President and Team Leader for USI Insurance Services National, Inc. attended the meeting virtually. She is the insurance broker for GCRTA.

GCRTA maintains a Casualty Insurance Program for protection of assets against catastrophic loss:

- Excess Liability (General, Rail, Auto) \$95 million limits, \$5 million Self-Insured Retention ("SIR")
  - Responds to bodily injury and property damage to third parties that may arise out of losses during the course of our operations. (Example: bus collision, derailment, bridge collapse, etc.)
- Excess Workers' Compensation - \$10 m limit, \$750,000 SIR
- Public Officials Liability / Employee Practice Liability - \$5 m limit, \$250k SIR/ \$500k SIR
  - Includes employment practices liability coverage.

How GCRTA Procures this Insurance?

- Excess Liability Markets must be accessed via a broker; no direct writers of these coverages
- GCRTA conducts an RFP process to select and retain a casualty insurance broker
  - Broker is selected based on their expertise in the commercial insurance market, including the industry sector being rail, transit and transportation
  - Together GCRTA and broker approach insurance markets with a submission describing GCRTA's operations and exposures, loss experience, safety culture to negotiate the best partnerships with markets and best program for GCRTA in terms of coverage and pricing

Public Officials / Employment Practices Liability (EPL) Renewal:

- Provides liability protection to Board Members directors and officers as well as GCRTA for alleged wrongful acts by D&Os, committee members or employees

- The policy also provides insurance coverage for employment practices claims. (Example: wrongful termination, discrimination, sexual harassment, etc).

Excess Liability – Largest Program:

- Expiring Premium \$1,750,768
  - Renewal premium \$1,785,783, a 2% increase
  - Very favorable result. Market has stabilized some but we expected an increase of up to 7.5% based on strategy meeting in July. Still priced below peers. Budgeted for a 10% increase.
  - Quota share program - domestic, London and Bermuda markets

Excess WC Policy renewal:

- Due to marketing effort, generated competition among markets and achieved a 12.5% rate reduction.
- Existing carrier, Safety National offering a lower premium despite payroll increase of 7.5% (from projected 2022 to projected 2023) so renewal premium quoted is \$275,355 vs \$292,842, a \$17,487 savings.
- Better than expected result given most recent guidance of between 5% - 7.5% rate increase.

Public Officials / EPL renewal

- Incumbent carrier: AIG (National Union)
- Expiring Premium is \$99,900
- Renewal Premium is \$100,900, a 1% increase
- Budgeted for 5% increase in accordance with broker's experience with other public entity accounts.

The combined result for all three insurance policies is a renewal premium of \$2,162,038 vs. expiring premiums of \$2,143,510, an increase of less than 1% and \$199,343 or 8.4% under the budgeted amount of \$2,361,651. Staff requests that the Audit, Safety Compliance, and Real Estate Committee recommend to the Board of Trustees the purchase of casualty insurance from various insurance underwriters through USI Insurance Services National, Inc., GCRTA's casualty insurance broker, in a total amount not to exceed \$2,162,038 for a period of twelve months.

Ms. Goodwin thanked RTA for their thorough specifications. RTA's attention to safety, risk control and risk management helped them create this program. Mayor Weiss asked if all terms and conditions from the expired policy are carried over and who has primary coverage for bridges. Ms. Lincoln confirmed all conditions being carried over. Mr. Schipper said 81 of over 100 bridges on the system is RTA's primary responsibility. Most are railroad bridges, but some are roadway bridges that we inherited from the Shaker System and Terminal Tower. There is a combination of ownership, maintenance and replacement responsibilities. Our bridges are covered under the liability coverage. Ms. Terry added that this is one of the most favorable rates she's seen nationally. Mayor Koomar thanked the team. Ms. Lincoln thanked Dr. Caver for leading the presentation to the underwriters.

Ms. Terry asked about how we compare with other industries. Ms. Goodwin said she hasn't seen a client with this good of a renewal this year. It was moved by Mayor Weiss, seconded by Mr. Sleasman and approved to move this to the full Board.

Internal Audit Department

Anthony Garofoli, Executive Director of Internal Audit, and Mike Schipper, Deputy General Manager of Engineering and Project Development, gave the presentation.

Revision to the Professional Standards for Internal Auditors

- The Institute of Internal Auditors is revising the International Standards for the Professional Practice of Internal Auditing.
- Regrouping the existing standards into five domains under the new named Global Internal Audit Standards.
- The new standards will be put out on Jan. 1, 2024 and go into effect 12 months later.

*Grouping Standards*

- Domain I - Purpose of Internal Auditing – to provide consulting and assurance services to support management and the Board to meet business objectives.
- Domain II - Ethics and Professionalism
- Domain III - Governing the Internal Audit Function
- Domain IV - Managing the Internal Audit Function
- Domain V - Performing Internal Audit Services

*D3 - Governing the IA Function*

Outlines Board responsibilities in support of an effective internal audit function and addresses how the CAE can support the Board in carrying out its responsibilities.

- 3 Principles and 9 Standards
  - Authorized by the Board
  - Positioned Independently
  - Overseen by the Board

*Fourth Quarter Considerations*

Train staff and implement the revised Standards. Update the following:

- GCRTA Internal Audit Charter
- Internal Audit Department Policies and Procedures Manual
- The Quality Assurance Improvement Program
- Embed the revised standards within the Audit Management System

Mayor Koomar added that IA is required to have an external assessment every few years. Since the International Standards are changing, they will incorporate the assessment recommendations with all the International changes.

Contract No. 2021-125 Change Order Authority

Internal Audit is a part of the Rail Car Steering Committee. They are moving into the post award phase with auditing the Railcar Replacement Program contract. Based on experience with past major projects, change orders can impact the timing and cost of delivery.

*Railcar Replacement Program*

- Contract No. 2021-125 with Siemens Mobility, Inc.
- Contract Scope: Engineering, Manufacturing, Testing, Delivery and Commissioning of 24 S200 Light Rail Vehicles (LRVs), Manuals and Training, Spare Parts and Special Tools
- Contract Amount: \$163,920,115
- Notice to Proceed - issued June 26, 2023
- Contract Options - 36 Option LRVs



### *Board Policy – Change Order Authority*

- GCRTA Board Policy 410.01 (8): Delegation of Authority:
  - The Board hereby delegates to the General Manager, Chief Executive Officer of the Authority the following responsibilities:
  - "...approve change orders on contracts in a net amount not to exceed five hundred thousand (\$500,000) for contracts over five million dollars (\$5,000,000). The Board may, by resolution, vary these limits for particular contracts or projects..."
- ***Should the Board consider varying these limits for the railcar replacement contract?***

### *Common Reasons for Change Orders*

Research was conducted with management and Calvary Transit. Calvary purchased 260 railcars over the last 20 years from the same vendor. RTA's consultant, Hatch has international experience with rail cars. The following reasons are listed for change orders:

- Regulatory changes
- Design changes, omissions, or alterations
- Unforeseen conditions during final assembly, delivery, or commissioning, such as quality issues and scheduling that could not be planned for
- Material shortages or late delivery to final assembly
- Changes to budgets and schedules
- Changes in technology or specifications by owner

### *Change Order – Management Controls*

- Segregation of Duties (Project Management, Contract Administration)
- Procurement Policies and Procedures
- Procurement File – Contract Administrator's Audit Checklist
- Change Order Review Committee (Grants Management, Internal Audit, Legal Affairs, Office of Business Development, Office of Management & Budget, Procurement, and Project Office)
  - The purpose of the Change Order Committee is to ensure strict compliance with procurement policies and applicable regulations prior to negotiation with the contractor.

### *Change Orders – Internal Audit Procedures*

- Review quotes, invoices, and change order documents
- Site visits to observe and verify
- Contract compliance review – FTA will assign a project management oversight consultant
- Consult with appropriate stakeholders & resources
- Issue audit reports to Management and Board of Trustees

### *Management Proposal*

For a \$164 million contract, the change order (c/o) authority would be \$500,000. Because of experience with other major projects, they anticipate changes will be needed. Euclid Corridor (EC) was a \$200 million project but the largest construction projects were in the \$20 million range. We had three c/o, but still maintained the Board authority at \$500,000. After three years of EC construction there was a lot of fatigue from the Board for c/o authority. As Board members turned over, it got tougher to explain the c/o process.

Management recommends a c/o authority increase from \$500,000 to \$6.5 million or 4% of the contract. This would decrease the number of change orders. The plan would be to come back to the Board at \$5 million to get ahead of the schedule. They are not recommending any changes to the

administrative procedures and oversight they have internally. The c/o committee will remain active at the \$500,000 range. The Engineering team's goal was under 5%. The high-end external discussions about the c/o authority were in the 8%-10% range. The project/design team recommended 4%.

Ms. Terry suggested an Ad Hoc Audit or Semi-Annual Updates. Mayor Koomar suggested a high-level slide during these quarterly meetings showing the net changes. He suggested updates at the regular Board Meeting also. Mr. Garofoli said the c/o log can provide a snapshot of all changes. The \$500,000 c/o authority has been in place since at least 1997. There was a review of the authority a few years ago and it was determined to still be appropriate. Mr. Sleasman requested it be looked at again. Mr. Schipper suggested another committee meeting in September when other Board members are present and a resolution at the September Board meeting. Ms. Dangelo went over the change order process. Mr. Schipper added that a c/o can be cost or time associated.

#### Internal Audit – 2<sup>nd</sup> Quarter Activities

Anthony Garofoli, Executive Director of Internal Audit and his staff auditors gave the presentation.

### COMPLETED PROJECTS

#### **Financial Audit Support – 2022 Single Audit**

**Objective:** Maximize risk coverage and minimize duplication of efforts. (*Statement on Auditing Standards No. 128, Using the Work of Internal Auditors*)

**Scope:** Revenue Collection, Parts Inventory, Financial Disclosure Analysis, Grants Management, Contract Compliance, and Fraud Risk Assessment

**Results:** The State Auditor of Ohio relied on the work of GCRTA Internal Audit.

**Issues for Board Consideration:** None

Report issued July 18, 2023. There was one management deficiency. The response was tracked in their IA system.

#### **Federal Transit Administration – Triennial Review**

**Objective:** Support management during FTA's assessment of GCRTA's compliance with Federal requirements.

**Scope:** The FTA reviewed compliance for 18 different program areas.

**Results:** Management and the FTA relied on the work of GCRTA Internal Audit. IA is tracking three deficiencies noted. Corrective actions completed and submitted to FTA by management.

**Issues for Board Consideration:** None

Report released August 7, 2023.

#### **FTA – Pre-Award Buy America Review – Replacement Railcars**

**Objective:** The federal grant application requires the GCRTA to conduct the pre-award and post-delivery audits for the purchase of rolling stock (49 CFR part 663 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases and 49 CFR part 661 Buy America Requirements).

**Scope:** Buy America and Purchaser's Review

**Results:** Satisfactory, compliance with federal regulations.

**Issues for Board Consideration:** None

### Overtime

**Objective:** Prepare an analytic of overtime expense across the Authority. Explore the data to identify patterns and red flags for follow-up.

**Scope:** Overtime expense from 2019 – 2022, Maintenance Management System work order records. Operator Time and Attendance System records.

**Results:** Analytic results and internal control risks shared with management.

**Issues for Board Consideration:** None

### Fare Media Ticket Stock

**Objective:** Review ticket stock vendor contract, identify compliance obligations and risks to management objectives. Document controls and evaluate compliance with the contract.

**Scope:** Pre-printed ticket stock inventory, blank ticket stock inventory, farecard testing, fare media destruction, and contract invoicing.

**Results:** Satisfactory, with findings and recommendations for management. (order blank stock to minimize duplication of efforts, which management implemented)

**Issues for Board Consideration:** None

### Public Transportation Agency Safety Plan – Accident/Incident Notification

**Objective:** Evaluate GCRTA compliance with FTA, NTSB, and SSO requirements for Accident and Incident Notification.

**Scope:** PTASP compliance with FTA standards, GCRTA SOP compliance, accident notifications, accident investigations, SQ supervisor reporting.

**Results:** Marginally Satisfactory, with findings and recommendations for management. (current process is paper heavy – management looking to digitize).

**Issues for Board Consideration:** None

### GCRTA Travel and Expense Reimbursement

**Objective:** Review all trip reports and travel expense reimbursements for compliance with policy and procedures.

**Scope:** 100% of second quarter related trips and expenses.

**Results:** Satisfactory, with findings and recommendations for management.

**Issues for Board Consideration:** None

### PROJECTS IN PROGRESS

#### TRACTION Performance Measurement

**Objective:** Evaluate the design, methodology, execution, and results of the survey inputs for TRACTION Performance Measurement. Validate that survey design and methodology are reliable, and that results are accurately captured and reported.

**Scope:** Surveys and reports supporting performance management monitoring.

**Current Status:** Testing/Fieldwork

This audit was requested by the CEO/GM. Audit is for 2022 surveys. Entrance conference held with executive management team for buy in on the scope of the fieldwork.

### **Healthcare – Employee and Dependent Eligibility**

**Objective:** Evaluate compliance with GCRTA Personnel Policies and Procedures regarding eligibility for healthcare benefits for employees and their dependents.

**Scope:** Enrollment records and supporting information from January 2021 – March 2023. Includes employee and dependent enrollment, dependent supporting documentation, file transfers to Third-Party Administrators, and Oracle Reporting.

**Current Status:** Testing/Fieldwork

Audit expanded to include 100% of employees enrolled in the medical plan. As of August 1, 2023, there are 1,510 dependent lives enrolled in the plan. Once complete, IA will provide a list of employees that need to supply documents to support dependent enrollment. This audit will serve as a predecessor to the healthcare claims consultant audit.

### **Tower City Common Area Maintenance Agreement**

**Objective:** Identify agreement requirements, validate compliance with terms and conditions, and evaluate risks and controls.

**Scope:** Invoice accuracy, utility billing, reimbursable expenses, maintenance/management system assets, Tower City maintenance obligations.

**Update:** Management is scheduling a meeting with Bedrock.

**Current Status:** Testing/Fieldwork

### **Public Transportation Agency Safety Plan – Configuration Management**

**Objective:** Evaluate GCRTA compliance with FTA and SSO requirements for Configuration Management. Provide assurance on Configuration Management plan, governance, and execution.

**Scope:** PTASP compliance with FTA standards, Maintenance Requirements, State of Good Repair Assessments, Asset Inventory Completeness, and Technical Capacity.

**Current Status:** Testing/Fieldwork

Configuration Management Department is transitioning from an independent department in Operations to one under Fleet Management. The manager position will be filled soon.

### **Customer Communications – Service Interruptions**

**Objective:** To evaluate GCRTA processes for responding to and communicating planned and unplanned service interruptions to customers.

**Scope:** Case studies of planned and unplanned service interruptions documenting GCRTA customer communications.

**Current Status:** Planning/Risk Assessment

They plan to use the recent Blue/Green Line shutdown starting August 20 to evaluate management controls for customer communications.

### **Physical Inventory – Parts**

**Objective:** Provide assurance for management's physical inventory of parts, accounting until 12/31/22.

**Scope:** Management is counting 80% of inventory by value. Audit will observe management counts, reconcile records, evaluate controls, and conduct sample counts.

**Update:** Supply Chain had to pause the inventory due to staffing limitations. Counts will resume in Q3.

**Current Status:** Testing/Fieldwork

Inventory was completed in April for the Central Bus Maintenance Facility. Count and evaluation were reasonable compared to financial management records. A physical inventory is planned for Rail District.

### **Engineering Project Controls and Project Support**

**Objective:** Identify the management controls in place to support project management for Engineering division projects. Develop a template of test procedures that can be used for evaluating construction project controls in future audits.

**Scope:** Engineering Project Management control environment. Sample Project: E 79<sup>th</sup> Street Red Line Reconstruction.

**Current Status:** Testing/Fieldwork

### **Transit Police Overtime and Compensatory Time**

**Objective:** To provide assurance on the completeness, cutoff, and accuracy of Transit Police overtime and compensatory time. To evaluate management controls for authorizing, recording, processing, and paying overtime and compensatory time.

**Scope:** Overtime and Compensatory time earned from May 2021 – May 2023.

**Current Status:** Planning/Risk Assessment

This is a stand alone audit because comp time is an accrual that's unique to Transit Police.

### **Employee Hiring Practices**

**Objective:** Recruitment audit to document and understand the current process, evaluate any bottlenecks, evaluate compliance with applicable laws and regulations, and learn how the candidates perceive the GCRTA during the process.

**Scope:** Consulting engagement to review efficacy of hiring process.

**Current Status:** Reporting

IA has undertaken additional value added work like flowcharts and data analysis to support HR implementation of their new application tracking software.

### **Paratransit – Supplemental Services**

**Objective:** To provide assurance of contract compliance for our contracted paratransit services.

**Scope:** Current contract period. Vehicle maintenance, operator payroll, fare collection, vehicle cameras, and Drug & Alcohol program.

**Current Status:** Testing/Fieldwork

The subcontractors are Provide-a-Ride, GC Logistics and Senior Transportation Connection (STC). The contract period began June 1. They conducted secret shopper trips and site tours.

### **Heavy Rail - Motor Overhaul (Swiger Coil Systems)**

**Objective:** Evaluate evolving HRV smoking motor issue.

**Scope:** Contract compliance with Swiger Motor overhaul contract, review of GCRTA Quality Assurance review process, and evaluation of third-party engineering services task order.

**Update:** Management continues to receive delivery of overhauled motors.  
**Current Status:** Testing/Fieldwork

Overhaul of heavy rail traction motors back to their OEM specifications has mitigated the smoky motors. Seventy-five percent of the heavy rail traction motors have been received.

### **Railcar Vehicle Replacement Program**

**Objective:** Provide ongoing contract compliance assurance on program management and procurement activities and to complete necessary Buy America reviews.

**Scope:** Internal Audit will evaluate contract compliance and management controls.

**Update:** Notice to Proceed issued June 26, 2023

**Current Status:** Manufacture

### **FTA – Post-Delivery Buy America Review – Paratransit Coaches**

**Objective:** The federal grant application requires the GCRTA to conduct the pre-award and post-delivery audits for the purchase of rolling stock (49 CFR part 663 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases and 49 CFR part 661 Buy America Requirements).

**Scope:** Buy America, Purchaser's Review, and Federal Motor Vehicle Safety Standard Review

**Current Status:** Planning/Risk Assessment

Twenty coaches are planned for delivery in the 3<sup>rd</sup> quarter.

### **FTA – Post-Delivery Buy America Review – CNG Coaches**

**Objective:** The federal grant application requires the GCRTA to conduct the pre-award and post-delivery audits for the purchase of rolling stock (49 CFR part 663 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases and 49 CFR part 661 Buy America Requirements).

**Scope:** Buy America, Purchaser's Review, and Federal Motor Vehicle Safety Standard Review

**Current Status:** Planning/Risk Assessment

Twenty coaches are planned for delivery in the 3<sup>rd</sup> quarter.

### **Accrued Time Reconciliation**

**Objective:** Document processes involved in employee accrued balances, and development of a process for regular auditing.

**Scope:** Employee accrual rates and balances accrued and used since go-live of Kronos Workforce Development system

**Current Status:** Planning/Risk Assessment

Working on test development to share with management.

### **System Access Management**

**Objective:** Evaluate controls in place for accessing critical Authority systems

**Scope:** Governance, Identity Management, Authentication, Authorization, Access Control, and Monitoring

**Current Status:** In planning and initialization phase. Developing annual audit program and schedule of systems

### ADDITIONAL MIS/IT PROJECTS

- **CTDS** – kicked off with meetings with vendor. Vendor working on conceptual plan due at the end of September. Final plan due EOY
- **Transit Master** – ITS department working with vendor to move the system into the cloud for disaster recovery capabilities and system upgrade
- **Oracle (Q3)** – deadline pushed back due to integration issues
- **Ultramain (Q3)** – deadline pushed back due to integration issues
- **EZFare** – still being rolled out. Hardware to be installed on vehicles, stations and rail facilities and due for completion by EOY. Account based ticketing and fare capping soon to come
- **Applicant Tracking**
- **Learning Management** – tracking learning opportunities
- **Data Center Co-location** – disaster system recovery and backup
- **Point of Sale** – on hold until after Oracle is updated
- **Infrastructure Updates**

IT Council developed. Meets bimonthly. IT and MIS are recruiting for open positions. Core governance documents in development, Cyber Security training and assessments and three-year Strategic Plan.

### CONTINUOUS AUDITING

A 7-step method utilizing a series of scripts to perform auditing activities on a more frequent basis to identify risks and exceptions for investigation by appropriate staff and management. Program started in 2017. Scripts are continually being updated and can be run quickly.

#### **Purchasing Card**

**Objective:** GCRTA P-Card program provides a mean for streamlining payment processes, allowing cardholders to procure certain goods and services in a timely manner.

**Scope:** Internal Audit developed a script to evaluate P-Card transactions for compliance with the GCRTA Procurement Card Policy.

**Update:** The script has been executed monthly and results shared with Accounting Management. New PCard administrator hired and introduced to our process.

They are doing documentation checks. Looking at purchases over \$500 and \$2,500. Checking whether sign offs are done and adding Amazon purchases to script.

#### **Revenue Collection**

**Objective:** To evaluate and provide assurance customer fares collected from fare collection systems are reconciled, posted to accounting records, and deposited to the bank.

**Scope:** Internal Audit developed a script to analyze data from fare collection systems and compared it to cash in transit, accounting, and bank records.

**Update:** Script has been executed monthly, and exceptions have been shared with Revenue Management. Each month had insignificant variance between systems and financial management records.

They will start to look at mobile app sales.

\*Note: Cash collections include some immaterial differences between machine totals and amounts deposited, due to known system errors.

### **Payroll**

**Objective:** To evaluate payroll data from the Authority's ERP system.

**Scope:** Internal Audit utilizes scripts to analyze payroll data from the Authority's ERP system.

**Update:** Script has been executed monthly. Exceptions have been shared with management for their feedback and supporting documentation.

### **Nepotism**

**Objective:** To evaluate relationships of GCRTA employees for conflicts in the reporting structure

**Scope:** Utilize scripts to evaluate information in ERP system and self-reported relationships

**Update:** Process automation has been improved and frequency of execution will be increased.

Script was run at the end of the second quarter, and will be shared with management

### **SPECIAL REQUESTS/EMEGING ISSUES**

#### **Internal Audit – Inspector General Duties**

- Incompatible Employment – Hayden (Completed)
- Transit Police – Office of Professional Standards – Internal Affairs Process Review (In progress)

### **EXTERNAL AUDIT COORDINATION**

- Fiscal Year 2022 Financial Statement Audit – State of Ohio Office of the Auditor
  - Final Report Issued – 7/18/2023
- Federal Transit Administration Triennial Review
  - Final Report Issued – 8/7/2023
- State of Ohio DOT Rail Safety Oversight Program

### **OTHER PROJECTS**

#### **Healthcare Claims Co-sourcing**

- Annual healthcare expenses exceed approximately \$32 million
- We will reengage our audit software provider to update our claims auditing system to evaluate healthcare claims for compliance with plan design
- Scope will include previous two years of claims

This is an audit of previous third-party administrator Medical Mutual and current third-party administrator Anthem. They will be working with a healthcare audit consultant on this project.

### **OTHER PROJECTS**

- Fraud Hotline
- Information Technology Council
- Change Order Review Committee
- Railcar Replacement Steering Committee
- Maintenance Management System Upgrade (Ultramain)
- Oracle Upgrade Steering Committee
- Executive Records Management Committee



**STAFF TRAINING**

Internal Audit Department staff received the following training during the Second Quarter 2023:

- Fraud Mystery Day (NEO IIA)
- Chief Audit Executive Roundtable (NEO IIA)
- New Auditor Training (NEO IIA)
- Rail Rule Book Refresher Training (GCRTA)
- IIA Revised Professional Standards Training (IIA)
- Reasonable Suspicion (GCRTA)

The meeting was adjourned at 10:52 a.m.

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Rajan D. Gautam  
Secretary/Treasurer

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Theresa A. Burrage  
Executive Assistant



## AGENDA

RTA Board of Trustees Meeting

Tuesday, November 28, 2023

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the October 31, 2023 Board Meeting minutes
5. Public comments (**2 minutes**) on **agenda items**:
  - a. In person
  - b. Phone: 440-276-4600
  - c. Web form (1 comment limit) Comments will be forwarded to Board and staff
6. Board Governance Committee report
7. Operational Planning & Infrastructure Committee report
  - Chair: Ms. Lauren R. Welch
8. Organizational, Services & Performance Monitoring Committee report
  - Chair: Mayor Anthony D. Biasiotta
9. Audit, Safety Compliance and Real Estate Committee report
  - Chair: Mayor Paul A. Koomar
10. External and Stakeholder Relations and Advocacy Committee report
  - Chair: TBD
11. Civilian Oversight Committee (COC)
  - Board Liaison: Ms. Lauren R. Welch
12. Community Advisory Committee (CAC)
  - Board Liaison: Deidre McPherson
13. Ad Hoc Committee reports:
  - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
  - Ad Hoc Technology Committee – Mr. Jeffrey W. Sleasman, Chair
14. Introduction of new employees and announcement of promotions

15. Executive Session Requested

- To consider the purchase of property for public purchases or the sale of property at competitive bidding.

16. Introduction of resolutions:

- A. 2023-85 - Appointment of eleven members to the Community Advisory Committee
- B. 2023-86 – Authorizing Contract No. 2023-99 with Northeast Ohio Trenching Service, Inc. for Project 18.92 – E. 115<sup>th</sup> & Superior Eastbound Healthline Station Rehabilitations as specified, in an amount not to exceed \$138,900.00 (RTA Capital Fund, Engineering & Project Development Department budget)
- C. 2023-87 – Authorizing Contract No. 2023-100 with Schindler Elevator Corporation to provide Elevator and Escalator Maintenance and Repair Services, for a base period of three years in an amount not to exceed \$2,980,356.00, with two, one-year options in amounts not to exceed \$1,049,891.00 and \$1,077,427.00, respectively, for a total contract amount not to exceed \$5,107,674.00 for a period of five years (General Fund, Service Management Department budget)
- D. 2023-88 – Authorizing the exercise of an option under Contract No. 2021-125 with Siemens Mobility, Inc. for the purchase and delivery of up to six (6) High Floor Light Rail Vehicles at a unit price of \$5,166,336.00, for an amount not to exceed \$30,998,016.00 (RTA Development Fund, Fleet Management Department budget)
- E. 2023-89 – To amend the Fiscal Year (FY) 2023 Revenues and Appropriations, as adopted in Resolution No. 2022-113, to provide for an increase in the appropriation for the Law Enforcement Fund in the amount of \$60,000
- F. 2023-90 – Removing Sections 644.07 Temporary Salary Adjustment, 644.08 Health Care Coverage, 644.09 Prior Service Credit and 644.13 Tuition Reimbursement from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority as duplicates of Personnel Policies 400.07, 400.08, 400.09 and 400.13
- G. 2023-91 – Removing Sections 648.01 Smoke-Free Workplace, 648.04 Employee Assistance Program, 648.06 Biennial Physical Examination Requirements, 648.08 Driver's License Requirements, 648.09 Safety Belt Usage, 648.10 Hazardous Waste and 648.11 Workplace Violence from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority as duplicates of Personnel Policies 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 and 600.11

- H. 2023-92 – Removing Sections 646.01 Holidays, 646.03 Bereavement Leave, 646.04 Sick Leave, 646.05 Extended Disability Coverage, 646.06 Jury Duty, 646.07 Military Reserve Leave, 646.08 Unpaid Leaves of Absence and 646.09 Family and Medical Leave from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority as duplicates of Personnel Policies 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 and 500.09
- I. 2023-93 – Authorizing an agreement with the City of Shaker Heights for Landscape Maintenance and Parking Lot Snow Removal for a period of one year beginning January 1, 2024 in an amount not to exceed \$290,735.52 (General Fund, Programming & Planning Department budget)
- J. 2023-94 – Authorizing the General Manager, Chief Executive Officer to execute the first amendment to the Development and Use Agreement with AJAPPJR, LLC, an Ohio Limited Liability Company

17. Secretary-Treasurer's Report:

- a. General Fund Revenue – status as of October 31, 2023 versus 2022 actuals
- b. General Fund Revenue – status as of October 31, 2023 versus the 2023 budget
- c. Sales & Use Tax Receipts Report budgeted during 2023, actual receipts through November 2023
- d. Inventory of Treasury Investments as of October 31, 2023
- e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of October 31, 2023
- f. Summary of Investment Performance, Year to Date through October 31, 2023
- g. Report on Investment Earnings (cash basis) as of October 31, 2023
- h. Composition of Investment Portfolio as of October 31, 2023
- i. Banking and Financial Relationships as of October 31, 2023

18. General Manager's Report

19. President's Report

20. Old Business

21. New Business

22. Public comments (**2 minutes**) on **public transit related items**:

- a. In person
- b. Phone: 440-276-4600
- c. Web form (1 comment limit) Comments will be forwarded to Board and staff

23. The next regular Board meeting is scheduled for **Tuesday, December 19, 2023** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Board page ([www.RideRTA.com/board](http://www.RideRTA.com/board)) by clicking the meeting date. The public is welcome to attend in person.
24. Adjournment

## Minutes

### RTA Board of Trustees Meeting

9:04 a.m. October 31, 2023

**Board Members:** Lucas (Chair), Biasiotta, Love, McPherson, Mersmann, Sleasman, Weiss

**Not present:** Koomar (Vice Chair), Welch

**Staff/Other:** Birdsong Terry, Caver, Clifford, Dangelo, Davidson, Draper, Dykes, Fields, Fleig, Ford, Freilich, Garofoli, Gautam, Hlavacs, Houston, Hutchins, Jupina, Kirkland, Krehel, Liou, Lozada, Macko, Marquit Renwald, Miller, Mothes, Palagyi, Rudolph, Schipper, Sherburn, Smith, Walker, Walker Minor, Woodford

**Public:** Butler, Gibbons, Levy, Loh, Rodriguez

The meeting was called to order at 9:04 a.m. There were six (6) Board members present. Mayor Biasiotta arrived after the roll call.

It was advised that notice of this meeting had been posted more than twenty-four hours in advance of the meeting, that the usual notification had been given the news media and other interested persons, and that all requirements of the Ohio Revised Code and Rules and Bylaws of this Board regarding notice of meeting had been complied with.

### Minutes

President Lucas stated that the minutes from the September 26, 2023 Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. It was moved and seconded. The minutes were approved.

### Public Comments – Agenda Items

1. Larry Rodriguez – The Red Line trains are not clean. He wants to work with RTA to promote the system. The Paratransit service needs to improve.
2. Airric Stewart (phone) – The survey line keeps cutting him off. He emailed Sharon Jenkins about the RTA ads. He explained that the 15A and 48A better serve the current service. The CAC has been inactive for at least six months. He isn't aware of anyone that has been interviewed to serve on the committee. It wasn't running effectively when it was active.
3. Joyce Levy – She rides paratransit. The GPS continues to divert her trip to Fairhill Partners to the wrong address. She is marked as a no show on her return trip due to this error. The service is constantly late making her late for appointments with the VA. A friend of hers has paid for Lyft when paratransit is a no show.

### Committee Reports

There were no reports.

### Community Advisory Committee (CAC)

Ms. Terry added that background checks are being done on the CAC applicants. A slate of potential candidates will be brought to the Board in November.

### Ad Hoc Committee Reports

There were no reports.

### Introduction of New Employees/Promotions

There were 29 new hires and 6 promotions. They are listed on the presentation slides. Ms. Terry thanked the HR team for their efforts in hiring operators. Scott Clifford, Scheduling Analyst and James Smith, Paratransit Operator were celebrated for their 45 years of service.

### Introduction of Resolutions:

- A. 2023-81 – Expressing appreciation to Terence P. Joyce for his service as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority and extending best wishes for many years to come, the adoption of which was moved by Mayor Weiss, seconded by Mayor Biasiotta and approved by unanimous vote.

President Lucas expressed his appreciation for Mr. Joyce's service on the Board. Mr. Joyce expressed his appreciation for serving on the Board.

- B. 2023-82 – Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the third quarter of 2023, the adoption of which was moved by Mayor Biasiotta, seconded by Mayor Weiss and approved by unanimous vote.

Eleven employees retired this quarter. Sharon Rudolph, Samuel Hutchins and James Walker, Jr. was present. They expressed their appreciation for working with the RTA.

- C. 2023-83 – Authorizing Contract No. 2023-101 with Key Bank, N.A. to provide Banking Services and to serve as depository for the Authority's active funds for a term of up to five (5) years, the adoption of which was moved by Mayor Weiss, seconded by Mayor Biasiotta and approved by unanimous vote.

- D. 2023-84 – Amending budget appropriations for the Fiscal Year ("FY") 2023 Capital Improvement Budget to provide for an increase of \$32,000,000, the adoption of which was moved by Mayor Weiss, seconded by Mr. Sleasman and approved by unanimous vote.

### Secretary-Treasurer's Report

Rajan D. Gautam, Deputy General Manager of Finance and Secretary-Treasurer gave the report. The annual inflation rate hit a high of 9.1% in June 2022. It has declined steadily since then. At the end of September 2023 inflation remained at 3.7% unchanged from August 2023. The Federal Reserve raised interest rates in July to 5.5%. They are scheduled to meet today and tomorrow to determine the next round of increases, if any. That information will be available tomorrow. Interest rates are at the highest level in 22 years.

In 2019 YTD ridership was 21.18 million. In 2023 we are at 14.16% or 33% lower than pre pandemic levels. September 2023 ridership was 11.4% higher compared to September 2022. Passenger fares are 29% lower than 2019 levels. For September 2022, fares were 3.2% below. For September 2023 it was 3.2% below September 2022 levels. YTD passenger fares were 8.2% higher than 2023 levels. Sales tax for October 2023 (based on July 2023 activity) was 4.8% lower than October 2022. YTD we are 3.1% higher compared to last year. Eleven of the 23 categories that make up the sales tax base were positive in October. Online sales were 10.6% higher. Regular and statewide sales were 1.3% lower. Motor vehicles and watercraft were 23.7% lower.

### General Manager/CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. New board members Deidre McPherson and Stephen M. Love took their oath of office this month. She thanked outgoing board member Terry Joyce for his service. In April of this year, the Board approved the contract with Siemens Mobility Inc. to purchase up to 60 rail cars. Today the Board approved a \$32 million increase in the CIP budget for purchasing 6 additional rail cars. Another resolution will be presented in November to exercise the 1<sup>st</sup> option to purchase 6 additional rail cars and spare parts.

RTA sent staff members to the APTA Conference and Expo in Orlando, FL, Oct. 9-11. Ms. Terry and staff held a talk at the TransPro booth during the Expo. Board member Jeff Sleasman also attended the conference. A business Open House with the ConnectWorks Program for the Aerozone Alliance Region microtransit program will be held November 30, 2023. This is the second microtransit program with Share Mobility. RTA worked with Graffiti HeArt to install a mural on the Irishtown Bend. The mural artist is Vic Savage. It is located on the RTA Viaduct in the Flats.

### New Business

It was moved by Mayor Weiss, seconded by Mr. Love and approved by the Board to adopt the proposed 2024 Board and Committee Meeting schedule.

### Public Comments – public transit related items

1. Joyce Levy – She asked for a call back when customers call the complaint line.
2. Loh – Loh said the paratransit service has improved. None of the new stations have public restrooms and some don't have elevators. The stations don't smell good.
3. Airric Stewart – he asked for the survey line to be fixed. He asked why RTA promises to provide service when it is short on operators. He asked what questions are asked on the background check for the CAC applicants. He asked why the RTA ads stopped after he shared with Ms. Jenkins how the ads align with the 15A, 48A and 50. He asked if the two new board members would address his concerns and why the secretary treasurer only provides percentages instead of numbers.

### Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, November 28, 2023**, in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Board page ([www.RideRTA.com/board](http://www.RideRTA.com/board)) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 10:07 a.m.

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer





TITLE/DESCRIPTION:  APPOINTMENT OF ELEVEN MEMBERS TO THE COMMUNITY ADVISORY COMMITTEE	Resolution No.: <b>2023-85</b>
	Date: November 22, 2023
	Initiator: Board of Trustees
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 resolution will appoint eleven members to the Community Advisory Committee ("CAC"), thereby allowing the CAC to recommence operations and serve in its advisory role to the Greater Cleveland Regional Transit Authority Board of Trustees ("Board").
- 2.0 DESCRIPTION/JUSTIFICATION: For many years, the Board has maintained a committee of community advisors. In early 2023, the Greater Cleveland Regional Transit Authority ("Authority") updated Section 222.04 Community Advisory Committee of the Authority's Codified Rules and Regulations ("Code Book") and re-energized the CAC. The revisions included streamlining the subcommittee structure, creating a Rules Subcommittee to review the Operating Guidelines, reducing the number of members from 20 to 11-15, reducing the terms of members from 3 to 2 years, clarifying the provision for emeritus status, and adding a requirement for members to be residents of Cuyahoga County. The purpose of the CAC is to support public transit in Northeast Ohio, and to assist the Authority in fulfilling its mission and vision through: (A) advocating for public transit; (B) promoting sound public policies; and (C) providing customer focused input to the Board of Trustees and Authority staff.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Under Section 222.04(b)(1) of the Codified Rules and Regulations of the Authority, the Board may appoint eleven (11) to fifteen (15) members to the CAC.
- 6.0 ECONOMIC IMPACT: Members of the CAC will receive unlimited transit privileges during their service.
- 7.0 ALTERNATIVES: Not adopting this resolution. The CAC members would not be appointed and the commencement of the CAC's operations would be delayed.
- 8.0 RECOMMENDATION: The eleven candidates for appointment to the CAC were chosen after an extensive application and interview process conducted by an Ad Hoc Selection Committee consisting of one Board member and three Authority staff members. The candidates were recommended for appointment at the November 28, 2023 meeting of the External and Stakeholder Relations & Advocacy Committee. It is recommended that this resolution be passed appointing eleven members to the CAC.
- 9.0 ATTACHMENTS: None.

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

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2023-85

APPOINTMENT OF ELEVEN MEMBERS TO THE COMMUNITY ADVISORY COMMITTEE

WHEREAS, under Article VI, Section 4 of the Bylaws of the Greater Cleveland Regional Transit Authority ("Authority"), the Board of Trustees ("Board") is authorized to establish special advisory committees; and

WHEREAS, for many years, the Board has maintained a Community Advisory Committee ("CAC"); and

WHEREAS, under Resolution No. 2023-014, the Board updated Section 222.04 Community Advisory Committee of the Authority's Codified Rules and Regulations ("Code Book") and re-energized the CAC; and

WHEREAS, the CAC's purpose is to support public transit in Northeast Ohio, and to assist the Authority in fulfilling its mission and vision, through: (A) advocating for public transit; (B) promoting sound public policies; and (C) providing customer focused input to the Board of Trustees and Authority staff; and

WHEREAS, under Section 222.04(b)(1) of the Code Book, the Board is required to appoint at least eleven (11) members to serve on the CAC; and

WHEREAS, the Board of Trustees created an Ad Hoc Selection Committee for interviewing applicants to the CAC and recommending eleven (11) candidates for appointment; and

WHEREAS, the Ad Hoc Selection Committee interviewed applicants for the COC and recommended appointment of the following eleven (11) candidates to the Board of Trustees:

**Brewington, Johnny:** Johnny is a retired Chief of Fire for the Village of Woodmere. Johnny has previously served on the Community Advisory Committee and is currently a board member of the Western Reserve Fire Museum and Education Center. Johnny utilizes fixed-route and rail services 2-3 times a week.

**Burmeister, Brooklyn:** Brooklyn presently works as an Architectural Designer for the DLR Group. Brooklyn is a member of the American Institute of Architects (AIA) and AIA Cleveland. Brooklyn is a self-appointed public transit advocate who utilizes fixed-route services daily.

**Gibbons, Brian:** Brian has years of experience representing labor forces, senior management of public media, non-profit, and government agencies. Brian currently is a member of Clevelanders for Public Transit and Northern Ohioans for Budget Legislation. Brian utilizes fixed-route services 4-5 times a week.

**Kennick, Charles:** Charles presently works as a Neighborhood Development Coordinator for the Old Brooklyn Community Development Corporation ("CDC"). Charles is a member of the Old Brooklyn CDC and the Franklin Clinton Block Club. Charles utilizes fixed-route and rail service 2-3 times a week.

**Howerton, Alicia:** Alicia presently works as the Strategic Partnership Manager for the Cleveland Sight Center. Alicia serves on the Cuyahoga County Advisory Committee on Persons with Disabilities (CCACPD) and is Co-Chair of the CCACPD Subcommittee for Transportation. Alicia is a frequent Paratransit rider.

**Laird, Nichole:** Nichole presently works as a Planner for the Cuyahoga County Planning Commission. Nichole is a member of the American Planning Association and a Civic Vision Advisor at Look Up to Cleveland. Nichole utilizes fixed-route service daily.

**Loh:** Loh is a member of various community organizations including Northern Ohioans for Budget Legislation, ADAMHS Board of Cuyahoga County Action Committee, and Clevelanders for Public Transit. Loh utilizes fixed-route and rail services daily.

**Meissner, Paul:** Paul presently works as a Financial Controller for the Realife Real Estate Group/ HSK Management. Paul is a member of Clevelanders for Public Transit and is the Precinct Election Officer for the Cuyahoga County Board of Elections. Paul utilizes fixed-route and rail services 2-3 times a week.

**Sieck, Jonathan:** Jonathan's profession is in managing the mobile field workforce with the responsibility of route planning, capacity requirements, communication, and efficiency. Jonathan currently serves on the board of directors for Neighborhood Family Practice and is a member of the South of Lorain Block Club. Jonathan utilizes fixed-route and rail services daily.

**Sopko, Dr. Joseph:** Dr. Sopko is a retired physician who worked at St. Vincent Charity Hospital for 40 years. Dr. Sopko has previously served on GCRTA's Community Advisory Committee and is currently president of The Board of Les Delices. Dr. Sopko utilizes fixed-route and rail services 2-3 times a week.

**Ware, Cole:** Cole serves as an Associate for Results for America. Cole is a member of the Cleveland Heights Transportation and Environmental Sustainability Committee and Co-Founder of the Coventry Neighborhood Group. Cole utilizes fixed-route and rail services 3-5 times a month.

WHEREAS, under Section 222.04(b)(1)(B) of the Codified Rules and Regulations of the Authority, to ensure that the CAC member terms will be staggered, three CAC members' initial appointments shall be for one (1) year, and eight CAC members' initial appointments shall be for two (2) years; and

WHEREAS, Members of the CAC will receive unlimited transit privileges during their service.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That candidates Johnny Brewington, Nichole Laird, and Dr. Joseph Sopko shall be appointed as members of the Community Advisory Committee for an initial appointment term of one (1) year.

Section 2. That candidates Brooklyn Burmeister, Brian Gibbons, Alicia Howerton, Charles Kennick, Loh, Paul Meissner, Jonathan Sieck, and Cole Ware shall be appointed as members of the Community Advisory Committee for an initial appointment term of two (2) years.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> CONTRACT: E. 115 <sup>TH</sup> & SUPERIOR AVE. EASTBOUND HEALTHLINE STATION REHABILITATIONS  VENDOR: NORTHEAST OHIO TRENCHING SERVICE, INC.  AMOUNT: \$138,900.00	<b>Resolution No.:</b> 2023-86
	<b>Date:</b> November 22, 2023
	<b>Initiator:</b> Engineering & Project Development Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide construction services for Project 18.92 – E. 115<sup>th</sup> & Superior Ave. Eastbound HealthLine Station Rehabilitations.

2.0 **DESCRIPTION/JUSTIFICATION:** This project includes rehabilitation of two existing HealthLine stations that were damaged by a traffic accident and by waterline repair work.

Work at the E. 115th Street Station includes demolishing the existing knee walls, installing and grouting in new knee walls including the footer, and installing the steel station structure. Installation includes reinstalling, repulling and connecting all electrical wiring to the items. Work includes restoring the site by installing new brickwork and precast concrete pyramids.

3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Twenty-nine (29) interested parties, including potential subcontractors, downloaded the solicitation package. One (1) bid was received and opened on August 29, 2023. The bid received is as follows:

Company Name	Total Base Bid
Northeast Ohio Trenching Service, Inc.	\$138,900.00

The basis of the award is the lowest responsive bid from a responsible bidder for the total base bid price. The total base bid price of \$138,900.00 from Northeast Ohio Trenching Service, Inc. is 7.5% more than the independent cost estimate of \$129,257.41. Northeast Ohio Trenching Service, Inc. was determined to be a responsible bidder.

A price analysis has been performed, and the bid of Northeast Ohio Trenching Service, Inc. has been determined by the Procurement Department to be fair and reasonable to the Authority.

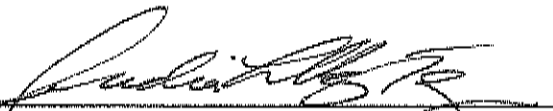
4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. An 8% DBE goal was established for this procurement. Northeast Ohio Trenching Service, Inc. submitted documentation sufficient to demonstrate and meet the standard of good faith effort as provided in the federal regulations, as the company was unsuccessful in securing DBE participation in the procurement.

5.0 **POLICY IMPACT:** Does not apply.

6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the RTA Capital Fund, Engineering & Project Development Department budget, including but not limited to 100% local funds, for a total contract amount not to exceed \$138,900.00.

- 7.0 ALTERNATIVES: Reject this bid. Rejection of this bid will hamper the Authority's ability to complete necessary repairs at the E. 115<sup>th</sup> & Superior Eastbound HealthLine stations, potentially exposing riders to experience treacherous weather conditions waiting for transportation.
- 8.0 RECOMMENDATION: It is recommended that the bid from Northeast Ohio Trenching Service, Inc. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

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



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General Manager, Chief Executive Officer

RESOLUTION NO. 2023-86

AUTHORIZING CONTRACT NO. 2023-99 WITH NORTHEAST OHIO TRENCHING SERVICE, INC. FOR PROJECT 18.92 – E. 115<sup>TH</sup> & SUPERIOR EASTBOUND HEALTHLINE STATION REHABILITATIONS AS SPECIFIED, IN AN AMOUNT NOT TO EXCEED \$138,900.00 (RTA CAPITAL FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“Authority”) deems it necessary to acquire construction services, as specified, under Project 18.92 – E. 115<sup>th</sup> & Superior Eastbound HealthLine Station Rehabilitations; and

WHEREAS, the bid of Northeast Ohio Trenching Services, Inc., located at 17900 Miles Road, Warrensville Hts., OH, 44128, was received on August 29, 2023 in an amount not to exceed \$138,900.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Northeast Ohio Trenching Service, Inc. to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the bid of Northeast Ohio Trenching Services, Inc. for Project 18.92 – E. 115<sup>th</sup> & Superior Eastbound HealthLine Station Rehabilitations, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Northeast Ohio Trenching Service, Inc. for Project 18.92 – E. 115<sup>th</sup> & Superior Eastbound HealthLine Station Rehabilitations.

Section 3. This procurement shall be payable through the RTA Capital Fund, Engineering & Project Development Department budget, including but not limited to 100% local funds, for a total contract amount not to exceed \$138,900.00.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Northeast Ohio Trenching Services, Inc. will attempt to exceed the 8% minimum DBE goal assigned to this procurement.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer

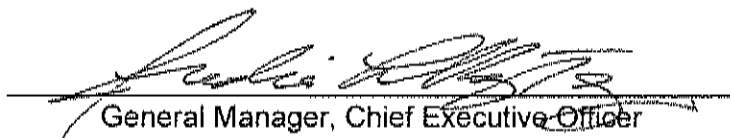


<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES  <b>VENDOR:</b> SCHINDLER ELEVATOR CORPORATION  <b>AMOUNT:</b> AMOUNT NTE \$2,980,356.00 FOR A BASE PERIOD OF THREE YEARS WITH TWO, ONE-YEAR OPTIONS IN AMOUNTS NTE \$1,049,891.00 AND \$1,077,427.00, RESPECTIVELY, FOR A TOTAL CONTRACT AMOUNT NTE \$5,107,674.00 OVER THE FIVE-YEAR PERIOD	<b>Resolution No.:</b> 2023-87  <b>Date:</b> November 22, 2023  <b>Initiator:</b> Service Management Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the maintenance and repair of its elevators and escalators at various facilities throughout the Authority, as required, for a base period of three years with two, one-year options.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority currently has 33 elevators, 12 escalators, and 3 platform lifts. A qualified vendor is needed to provide parts, labor, and all other resources required to ensure the units are available at all times. The vendor will provide both preventative and corrective maintenance. The Authority does not employ personnel trained or qualified to perform the necessary monthly maintenance or repairs on these units.
  
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals ("RFP") was posted on the Authority's Procurement website and advertised in the local newspapers. Seven (7) interested parties downloaded the solicitation. Four (4) proposals were received in response to the solicitation on September 14, 2023. After an initial evaluation by a panel of Authority employees, four (4) proposers were interviewed. Each shortlisted proposer was asked to submit a best and final offer after their interview. Best and final offers were reviewed by a panel of Authority employees in accordance with established Procurement Department policies and procedures. After negotiations, the proposal of Schindler Elevator Corporation to provide said services for a period of three years in an amount not to exceed \$2,980,356.00 with two, one-year options, in amounts not to exceed \$1,049,891.00 and \$1,077,427.00, respectively, for a total contract amount not to exceed \$5,107,674.00 for a period of five years, was determined to be the most advantageous proposal to the Authority, price and all other factors considered.  
  
 A cost analysis was performed, and the Procurement Department has determined the offer of Schindler Elevator Corporation to be fair and reasonable for the Authority. The negotiated contract amount is 13.5% below the independent cost estimate.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
  
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** The contract will be funded through the General Fund, Service Management Department budget, in an amount not to exceed \$2,980,356.00 for the three-year base period with two, one-year options in amounts not to exceed \$1,049,891.00 and \$1,077,427.00, respectively, for a total contract amount not to exceed \$5,107,674.00 over the five-year period.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the continued maintenance and repair service of the elevators, escalators, and wheelchair lifts at the Authority's facilities. Delaying these services would affect the safety of both the public and the Authority's employees and could cause the Authority to fall out of compliance with the Americans with Disabilities Act.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the November 14, 2023, Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer of Schindler Elevator Corporation be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None.

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

  
General Manager, Chief Executive Officer



RESOLUTION NO. 2023-87

AUTHORIZING CONTRACT NO. 2023-100 WITH SCHINDLER ELEVATOR CORPORATION TO PROVIDE ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES, FOR A BASE PERIOD OF THREE YEARS IN AN AMOUNT NOT TO EXCEED \$2,980,356.00, WITH TWO, ONE-YEAR OPTIONS IN AMOUNTS NOT TO EXCEED \$1,049,891.00 AND \$1,077,427.00, RESPECTIVELY, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$5,107,674.00 FOR A PERIOD OF FIVE YEARS (GENERAL FUND, SERVICE MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has an ongoing requirement for a qualified vendor to provide elevator and escalator maintenance and repair services; and

WHEREAS, the proposal of Schindler Elevator Corporation, located at 18013 Cleveland Parkway, #140, Cleveland, Ohio 44135, to provide elevator and escalator maintenance and repair services, as required, for a base period of three years in an amount not to exceed \$2,980,356.00 with two, one-year options in amounts not to exceed \$1,049,891.00 and \$1,077,427.00, respectively, for a total contract amount not to exceed \$5,107,674.00 for a period of five years, was received on September 14, 2023; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Schindler Elevator Corporation, as negotiated, to provide elevator and escalator maintenance and repair services, as required, for a base period of three years with two, one-year options, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer of Schindler Elevator Corporation to provide elevator and escalator maintenance and repair services, as required, for a base period of three years with two, one-year options, as modified by negotiations, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Schindler Elevator Corporation to provide said services for a base period of three years with two, one-year options exercisable by the General Manager, Chief Executive Officer.

Section 3. That said contract shall be payable from the General Fund, Service Management Department budget, in an amount not to exceed \$2,980,356.00 for the base period of three years with two, one-year options in amounts not to exceed \$1,049,891.00 and \$1,077,427.00, respectively, for a total contract amount not to exceed \$5,107,674.00 for a period of five years.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor with the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Schindler Elevator Corporation will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_

Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> AUTHORIZING THE EXERCISE OF AN OPTION TO PURCHASE UP TO SIX (6) HIGH FLOOR LIGHT RAIL VEHICLES  <b>VENDOR:</b> SIEMENS MOBILITY, INC.  <b>AMOUNT:</b> NOT TO EXCEED \$30,998,016.00	<b>Resolution No.:</b> 2023-88
	<b>Date:</b> November 22, 2023
	<b>Initiator:</b> Fleet Management Department
<b>ACTION REQUEST:</b> <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 Greater Cleveland Regional Transit Authority ("Authority") to exercise an option for the procurement and delivery of up to six (6) of the thirty-six (36) high floor light rail vehicle ("LRV") options that were available under Contract No. 2021-125, which was approved by the Board of Trustees in Resolution No. 2023-26 adopted April 18, 2023.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority currently operates a fleet of 40 heavy rail vehicles that service the Red Line and 29 light rail vehicles that service the Blue, Green and Waterfront Lines. The FTA identifies the default useful life benchmark for both heavy and light rail vehicles to be 31 years. The existing heavy rail vehicle fleet began service in 1984 (39 years ago). The existing light rail vehicle fleet began service in 1981 (42 years ago). Both fleets have exceeded their useful life for railcars. To continue to provide safe, reliable and cost-effective service, the Authority determined it to be in its best interest to replace its entire fleet of rail vehicles.
  
- 3.0 **PROCUREMENT BACKGROUND:** On April 18, 2023, the Authority awarded Contract No. 2021-125 to Siemens Mobility, Inc. for the manufacture and delivery of up to twenty-four (24), High Floor Light Rail vehicles, spare parts, tooling and training in an amount not to exceed \$163,920,115.00 with options to procure up to thirty-six (36) additional vehicles, spare parts, tooling and training to be delivered over the seven (7) year contract term. The contract included a provision for the one-time purchase of up to six (6) vehicles, within six (6) months of Notice to Proceed, at the original contract unit price of \$5,166,336.00, with no escalation. Funding has been identified to fund this contract option in an amount not to exceed \$30,998,016.00 for the six (6) vehicles, resulting in a new total contract amount not to exceed \$194,918,131.00. This procurement will result in thirty (30) LRVs remaining under the contract option.  
  
 A cost analysis was performed by the Procurement Department, and it has been determined that the price is fair and reasonable to the Authority. Contract option award is contingent upon the successful review of all costs associated with this procurement, compliance with the Pre-Award/Buy America Audit requirements and FTA approval of applicable grants.
  
- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** Per federal regulations, the Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements involving the purchase of Transit Motor Vehicles ("TMVs").
  
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to Rolling Stock Reserve Funds as local match and Capital Grants from the Federal Transit Administration ("FTA") FFY 2024-FFY 2028 and Rail Vehicle Replacement program in an amount not to exceed \$12,998,016.00, pending commitments from Northeast Ohio Agency Areawide Coordinating Agency ("NOACA") in an amount not to exceed \$18,000,000.00, for a total amount not to exceed \$30,998,016.00. This resolution is contingent upon FTA approval of pending Rail Vehicle Replacement grant awards (Infrastructure Investment & Jobs Act ("IIJA") Rail Car grant) and pending discretionary grants.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the ability of the Authority to purchase replacement rail vehicles.
- 8.0 **RECOMMENDATION:** This contract option was discussed by the Board of Trustees at the November 14, 2023 Committee of the Whole meeting. It is recommended that the negotiated offer of Siemens Mobility, Inc. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to modify the contract.
- 9.0 **ATTACHMENTS:** None

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

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2023-88

AUTHORIZING THE EXERCISE OF AN OPTION UNDER CONTRACT NO. 2021-125 WITH SIEMENS MOBILITY, INC. FOR THE PURCHASE AND DELIVERY OF UP TO SIX (6) HIGH FLOOR LIGHT RAIL VEHICLES AT A UNIT PRICE OF \$5,166,336.00, FOR AN AMOUNT NOT TO EXCEED \$30,998,016.00 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently operates a fleet of forty (40) heavy rail vehicles on the Red Line and twenty-nine (29) light rail vehicles along the Blue, Green and Waterfront Lines; and

WHEREAS, the Authority has identified the need to replace both the heavy and light rail fleet of railcars which have exceeded their useful life; and

WHEREAS, Resolution No. 2023-26 authorized Contract No. 2021-125 ("Contract") with Siemens Mobility, Inc., for the manufacture and delivery of up to twenty-four (24), High Floor Light Rail Vehicles, spare parts, tooling and training in an amount not to exceed \$163,920,115.00 with options to procure up to thirty-six (36) additional vehicles, spare parts, tooling and training to be delivered over the seven (7) year contract term; and

WHEREAS, pursuant to the original options under the Contract, Siemens Mobility, Inc., located at 7464 French Road, Sacramento, CA 95828, has offered to manufacture and delivery up to six (6) High Floor Light Rail Vehicles, at the original contract unit price of \$5,166,336.00, for a total negotiated amount not to exceed \$30,998,016.00, resulting in a new total contract amount not to exceed \$194,918,131.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Siemens Mobility, Inc., as negotiated, to be advantageous to the Authority, cost and other factors considered, and recommends acceptance thereof by the Board of Trustees; and

WHEREAS, there will be thirty (30) vehicle options remaining under the Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the offer of Siemens Mobility, Inc. to provide up to six (6) High Floor Light Rail Vehicles ("LRVs"), be and the same is accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to exercise an option to Contract No. 2021-125 with Siemens Mobility, Inc. for the purchase of up to six (6) LRVs at a unit price of \$5,166,336.00, for a total negotiated amount not to exceed \$30,998,016.00.

Section 3. This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to Rolling Stock Reserve Funds as local match and Capital Grants from the Federal Transit Administration ("FTA") FFY 2024-FFY 2028 and Rail Vehicle Replacement program in an amount not to exceed \$12,998,016.00, pending commitments from Northeast Ohio Agency Areawide Coordinating Agency ("NOACA") in an amount not to exceed \$18,000,000.00, for a total amount not to exceed \$30,998,016.00. This resolution is contingent upon FTA approval of pending Rail Vehicle Replacement grant awards (Infrastructure Investment & Jobs Act ("IIJA") Rail Car grant) and pending discretionary grants.

Section 4. That said contract option shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 5. That all terms and conditions of the original contract remain unchanged.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

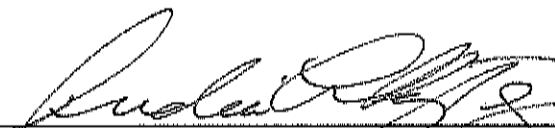
Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b>  TO AMEND THE FISCAL YEAR (FY) 2023 REVENUES AND APPROPRIATIONS, AS ADOPTED IN RESOLUTION NO. 2022-113, TO PROVIDE FOR AN INCREASE IN THE APPROPRIATION FOR THE LAW ENFORCEMENT FUND IN THE AMOUNT OF \$60,000	<b>Resolution No.:</b> 2023-89
	<b>Date:</b> November 22, 2023
	<b>Initiator:</b> Office of Management & Budget
<b>ACTION REQUEST:</b> <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 amend the 2023 Appropriations Budget in order to increase the appropriation in the Law Enforcement Fund.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority derives revenue from seized and confiscated monies and/or properties of convicted drug dealers prosecuted by the Northern Ohio Law Enforcement Task Force.  
  
 The Office of the United States Attorney has instituted certain guidelines for the reporting and disbursement of funds including restricting the use of the funds for unbudgeted law enforcement purposes only. As such, the Transit Police Department requests to use these funds, in the amount of \$60,000, for unbudgeted law enforcement purposes to acquire two vehicles to support law enforcement activities.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** This action is consistent with the policy guidelines for use of funds derived from the Northern Ohio Law Enforcement Task Force, i.e. the funds must be spent for law enforcement purposes.
- 6.0 **ECONOMIC IMPACT:** This resolution recognizes an estimate of expenditures out of the Law Enforcement Fund in the amount of \$60,000.
- 7.0 **ALTERNATIVES:** Since the Authority can only use these funds for unbudgeted law enforcement purposes, the only alternatives to appropriating these funds within the Law Enforcement Fund are to return the funds or to keep them on balance for use by Transit Police at another time.
- 8.0 **RECOMMENDATION:** It is recommended that the Board adopt this resolution as proposed.
- 9.0 **ATTACHMENTS:** None.

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

  
\_\_\_\_\_  
General Manager, Chief Executive Officer

RESOLUTION NO. 2023-89

TO AMEND THE FISCAL YEAR (FY) 2023 REVENUES AND APPROPRIATIONS, AS ADOPTED IN RESOLUTION NO. 2022-113, TO PROVIDE FOR AN INCREASE IN THE APPROPRIATION FOR THE LAW ENFORCEMENT FUND IN THE AMOUNT OF \$60,000

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is involved with the multi-jurisdictional Northern Ohio Law Enforcement Task Force ("Task Force"); and

WHEREAS, GCRTA derives revenue from seized and confiscated monies and/or properties of convicted drug dealers prosecuted by the Task Force; and

WHEREAS, guidelines instituted by the Office of the United States Attorney restrict the use of the funds to unbudgeted law enforcement purposes; and

WHEREAS, by Resolution No. 2022-113, adopted December 20, 2022, \$20,000 was appropriated in the 2023 budget for the Law Enforcement Fund; and

WHEREAS, GCRTA has funds available in the Law Enforcement Fund and needs to use \$60,000 of these funds; and

WHEREAS, the Transit Police Department intends to use these funds for unbudgeted law enforcement purposes to acquire two vehicles to support law enforcement activities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the appropriations for the current expenses and other expenditures of the Authority, during the period of January 1, 2023 through December 31, 2023 ("Fiscal Year 2023"), as set forth in Resolution No. 2022-113, adopted by the Board on December 20, 2022, are hereby amended as follows:

	<u>LAW ENFORCEMENT FUND</u>	
	Current 2023 <u>Appropriation</u>	Amended 2023 <u>Appropriation</u>
34 TRANSIT POLICE Law Enforcement Fund	\$20,000	\$80,000

Section 2. That the 2023 Appropriation Budget shall remain unchanged in all other respects.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer





TITLE/DESCRIPTION:  REMOVING SECTIONS 644.07 TEMPORARY SALARY ADJUSTMENT, 644.08 HEALTH CARE COVERAGE, 644.09 PRIOR SERVICE CREDIT AND 644.13 TUITION REIMBURSEMENT FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATES OF PERSONNEL POLICIES 400.07, 400.08, 400.09 AND 400.13	Resolution No.: 2023-90
	Date: November 22, 2023
	Initiator: Legal
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 resolution will remove Sections 644.07 Temporary Salary Adjustment, 644.08 Health Care Coverage, 644.09 Prior Service Credit and 644.13 Tuition Reimbursement from the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority"), as duplicates of Personnel Policies 400.07, 400.08, 400.09 and 400.13.

2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code Book will conform to the current structure and operations of the Authority.

Human Resources provisions are located in three places: (1) the Code Book, which provides the broad, overarching guidance for the Authority enacted by the Board of Trustees; (2) the Personnel Policies, which govern day-to-day operations and are approved by the Board of Trustees and (3) the Personnel Procedures, which contain detailed procedures that are not approved by the Board of Trustees. The proposed amendment will remove provisions from the Code Book that are exact duplicates of Personnel Policies that have previously been approved by the Board.

3.0 PROCUREMENT BACKGROUND: Does not apply.

4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.

5.0 POLICY IMPACT: Adoption of the resolution will eliminate the duplication of provisions in the Code Book and the Personnel Policies.

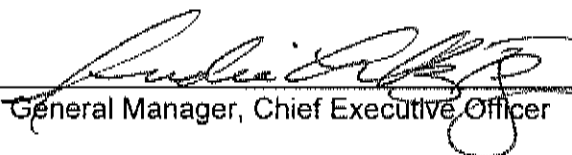
6.0 ECONOMIC IMPACT: Does not apply.

7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would leave the same provisions in both the Code Book and the Personnel Policies.

8.0 RECOMMENDATION: This resolution was discussed at the November 14, 2023 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

9.0 ATTACHMENTS: None.

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

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2023-90

REMOVING SECTIONS 644.07 TEMPORARY SALARY ADJUSTMENT, 644.08 HEALTH CARE COVERAGE, 644.09 PRIOR SERVICE CREDIT AND 644.13 TUITION REIMBURSEMENT FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATES OF PERSONNEL POLICIES 400.07, 400.08, 400.09 AND 400.13

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority") codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Sections 644.07 Temporary Salary Adjustment, 644.08 Health Care Coverage, 644.09 Prior Service Credit and 644.13 Tuition Reimbursement should be removed because they duplicate Sections 400.07, 400.08, 400.09 and 400.13 of the Personnel Policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That Sections 644.07 Temporary Salary Adjustment, 644.08 Health Care Coverage, 644.09 Prior Service Credit and 644.13 Tuition Reimbursement are hereby removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and retained as Sections 400.07, 400.08, 400.09 and 400.13 of the Personnel Policies.

Section 2. That Personnel Policies 400.07, 400.08, 400.09 and 400.13 will remain unchanged.

Section 3. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer

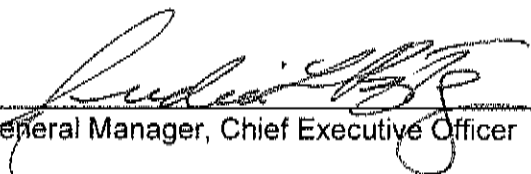


<b>TITLE/DESCRIPTION:</b>  REMOVING SECTIONS 648.01 SMOKE-FREE WORKPLACE, 648.04 EMPLOYEE ASSISTANCE PROGRAM, 648.06 BIENNIAL PHYSICAL EXAMINATION REQUIREMENTS, 648.08 DRIVER'S LICENSE REQUIREMENTS, 648.09 SAFETY BELT USAGE, 648.10 HAZARDOUS WASTE AND 648.11 WORKPLACE VIOLENCE FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATES OF PERSONNEL POLICIES 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 AND 600.11	<b>Resolution No.:</b> 2023-91
	<b>Date:</b> November 22, 2023
	<b>Initiator:</b> Legal
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will remove Sections 648.01 Smoke-Free Workplace, 648.04 Employee Assistance Program, 648.06 Biennial Physical Examination Requirements, 648.08 Driver's License Requirements, 648.09 Safety Belt Usage, 648.10 Hazardous Waste and 648.11 Workplace Violence from the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority"), as duplicates of Personnel Policies 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 and 600.11.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code Book will conform to the current structure and operations of the Authority.  
  
 Human Resources provisions are located in three places: (1) the Code Book, which provides the broad, overarching guidance for the Authority enacted by the Board of Trustees; (2) the Personnel Policies, which govern day-to-day operations and are approved by the Board of Trustees and (3) the Personnel Procedures, which contain detailed procedures that are not approved by the Board of Trustees. The proposed amendment will remove provisions from the Code Book that are exact duplicates of Personnel Policies that have previously been approved by the Board.
  
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
  
- 5.0 **POLICY IMPACT:** Adoption of the resolution will eliminate the duplication of provisions in the Code Book and the Personnel Policies.
  
- 6.0 **ECONOMIC IMPACT:** Does not apply.
  
- 7.0 **ALTERNATIVES:** Not adopting this resolution. Not adopting this resolution would leave the same provisions in both the Code Book and the Personnel Policies.
  
- 8.0 **RECOMMENDATION:** This resolution was discussed at the November 14, 2023 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

9.0 ATTACHMENTS: None.

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



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General Manager, Chief Executive Officer

RESOLUTION NO. 2023-91

REMOVING SECTIONS 648.01 SMOKE-FREE WORKPLACE, 648.04 EMPLOYEE ASSISTANCE PROGRAM, 648.06 BIENNIAL PHYSICAL EXAMINATION REQUIREMENTS, 648.08 DRIVER'S LICENSE REQUIREMENTS, 648.09 SAFETY BELT USAGE, 648.10 HAZARDOUS WASTE AND 648.11 WORKPLACE VIOLENCE FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATES OF PERSONNEL POLICIES 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 AND 600.11

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority") codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Sections 648.01 Smoke-Free Workplace, 648.04 Employee Assistance Program, 648.06 Biennial Physical Examination Requirements, 648.08 Driver's License Requirements, 648.09 Safety Belt Usage, 648.10 Hazardous Waste and 648.11 Workplace Violence should be removed because they duplicate Sections 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 and 600.11 of the Personnel Policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That Sections 648.01 Smoke-Free Workplace, 648.04 Employee Assistance Program, 648.06 Biennial Physical Examination Requirements, 648.08 Driver's License Requirements, 648.09 Safety Belt Usage, 648.10 Hazardous Waste and 648.11 Workplace Violence are hereby removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and retained as Sections 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 and 600.11 of the Personnel Policies.

Section 2. That Personnel Policies 600.01, 600.04, 600.06, 600.08, 600.09, 600.10 and 600.11 will remain unchanged.

Section 3. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer




<b>TITLE/DESCRIPTION:</b>  REMOVING SECTIONS 646.01 HOLIDAYS, 646.03 BEREAVEMENT LEAVE, 646.04 SICK LEAVE, 646.05 EXTENDED DISABILITY COVERAGE, 646.06 JURY DUTY, 646.07 MILITARY RESERVE LEAVE, 646.08 UNPAID LEAVES OF ABSENCE AND 646.09 FAMILY AND MEDICAL LEAVE FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATES OF PERSONNEL POLICIES 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 AND 500.09	<b>Resolution No.:</b> 2023-92
	<b>Date:</b> November 22, 2023
	<b>Initiator:</b> Legal
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will remove Sections 646.01 Holidays, 646.03 Bereavement leave, 646.04 Sick Leave, 646.05 Extended Disability Coverage, 646.06 Jury Duty, 646.07 Military Reserve Leave, 646.08 Unpaid Leaves of Absence and 646.09 Family and Medical Leave from the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority"), as duplicates of Personnel Policies 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 and 500.09.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code Book will conform to the current structure and operations of the Authority.  
  
 Human Resources provisions are located in three places: (1) the Code Book, which provides the broad, overarching guidance for the Authority enacted by the Board of Trustees; (2) the Personnel Policies, which govern day-to-day operations and are approved by the Board of Trustees and (3) the Personnel Procedures, which contain detailed procedures that are not approved by the Board of Trustees. The proposed amendment will remove provisions from the Code Book that are exact duplicates of Personnel Policies that have previously been approved by the Board.
  
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
  
- 5.0 **POLICY IMPACT:** Adoption of the resolution will eliminate the duplication of provisions in the Code Book and the Personnel Policies.
  
- 6.0 **ECONOMIC IMPACT:** Does not apply.
  
- 7.0 **ALTERNATIVES:** Not adopting this resolution. Not adopting this resolution would leave the same provisions in both the Code Book and the Personnel Policies.
  
- 8.0 **RECOMMENDATION:** This resolution was discussed at the November 14, 2023 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer



RESOLUTION NO. 2023-92

REMOVING SECTIONS 646.01 HOLIDAYS, 646.03 BEREAVEMENT LEAVE, 646.04 SICK LEAVE, 646.05 EXTENDED DISABILITY COVERAGE, 646.06 JURY DUTY, 646.07 MILITARY RESERVE LEAVE, 646.08 UNPAID LEAVES OF ABSENCE AND 646.09 FAMILY AND MEDICAL LEAVE FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATES OF PERSONNEL POLICIES 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 AND 500.09

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority") codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Sections 646.01 Holidays, 646.03 Bereavement leave, 646.04 Sick Leave, 646.05 Extended Disability Coverage, 646.06 Jury Duty, 646.07 Military Reserve Leave, 646.08 Unpaid Leaves of Absence and 646.09 Family and Medical Leave should be removed because they duplicate Sections 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 and 500.09 of the Personnel Policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That Sections 646.01 Holidays, 646.03 Bereavement leave, 646.04 Sick Leave, 646.05 Extended Disability Coverage, 646.06 Jury Duty, 646.07 Military Reserve Leave, 646.08 Unpaid Leaves of Absence and 646.09 Family and Medical Leave are hereby removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and retained as Sections 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 and 500.09 of the Personnel Policies.

Section 2. That Personnel Policies 500.01, 500.03, 500.04, 500.05, 500.06, 500.07, 500.08 and 500.09 will remain unchanged.

Section 3. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer

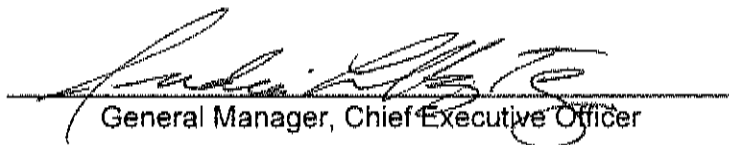


TITLE/DESCRIPTION:	Resolution No.: 2023-93
CONTRACT: LANDSCAPE MAINTENANCE AND PARKING LOT SNOW REMOVAL FOR ONE YEAR	Date: November 22, 2023
VENDOR: CITY OF SHAKER HEIGHTS	Initiator: Programming & Planning
AMOUNT: NOT TO EXCEED \$290,735.52	
ACTION REQUEST:	
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** To renew an existing agreement with the City of Shaker Heights ("City") to perform landscape maintenance of the Greater Cleveland Regional Transit Authority's ("Authority") right-of-way along the Blue and Green Lines and remove snow from the Authority's rail station parking lots within the City.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The initial Interagency Agreement was entered into as part of the Mass Transit System Transfer Agreement by which the Authority acquired the Shaker Heights Rapid Transit System, including the rights-of-way. The City reserved unto itself the right to perform landscaping and snow removal services, and the Authority agreed to compensate the City for its labor and material costs pursuant to a fixed schedule of services. This agreement is for one year.
  
- 3.0 **PROCUREMENT BACKGROUND:** The initial agreement, entered into on November 23, 1982 and amended on May 1, 2000 and again on February 23, 2001, is an ongoing contractual arrangement with the City for the maintenance of grounds adjoining rail rights-of-way within the City. The agreement delineates the respective responsibilities of the parties as to the maintenance of the grounds and facilities adjoining the Blue and Green Rapid Transit Lines within the City. Ohio Revised Code Section 306.43(H)(4) permits a regional transit authority to enter into agreements for goods and services with another political subdivision of the State of Ohio without competitive procedures.  
  
The cost for the services from January 1, 2024 through December 31, 2024 is an amount not to exceed \$290,735.52. The 2024 expenditure will be approximately 2% lower than the 2023 expenses.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or establish DBE participation goals on governmental contracts or interagency agreements.
  
- 5.0 **POLICY IMPACT:** This action is consistent with the requirements of the Mass Transit System Transfer Agreement between the Authority and the City.
  
- 6.0 **ECONOMIC IMPACT:** This agreement will be funded through the General Fund, Programming & Planning Department budget, in an amount not to exceed \$290,735.52.
  
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this agreement would result in a breach of the Mass Transit System Transfer Agreement.

- 8.0 RECOMMENDATION: This matter was discussed at the November 14, 2023 Organizational, Services and Performance Monitoring Committee meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENTS: Proposed Agreement between the Greater Cleveland Regional Transit Authority and the City of Shaker Heights Pertaining to Maintenance of Grounds Adjoining Rail Rights-of-Way, 2024.

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

  
General Manager, Chief Executive Officer

AGREEMENT BETWEEN  
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
AND  
THE CITY OF SHAKER HEIGHTS  
PERTAINING TO MAINTENANCE OF GROUNDS ADJOINING  
RAIL RIGHTS-OF-WAY  
2024

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January , 2024, by and between the **Greater Cleveland Regional Transit Authority**, whose principal business offices are located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio (hereinafter called "RTA" and/or "OWNER") and the **City of Shaker Heights, Ohio**, whose principal offices are located at 3400 Lee Road, Shaker Heights, Ohio (hereinafter called "CITY" and/or "CONTRACTOR"), pursuant to the authority of Ordinance No. 23-91, enacted by the Council of the City of Shaker Heights on October 23, 2023, which Ordinance is attached hereto as *Exhibit G* and incorporated herein.

WHEREAS, on September 5, 1975, the CITY agreed to the transfer of its rapid transit system to RTA; and

WHEREAS, in the transfer of real property to RTA and the addendum of November 23, 1982, as it relates to maintenance of grounds adjoining rail in the right-of-way, the CITY reserved unto itself the right and obligation to perform maintenance (including snow removal and de-icing) of as much of the lands conveyed as are situated within the City of Shaker Heights, Ohio; and

WHEREAS, the system transfer agreement requires RTA to reimburse CITY for its costs attributed to said maintenance obligation; and

WHEREAS, RTA is responsible for capital improvements to the rapid transit system, including the stations located in the City of Shaker Heights for said system; and

WHEREAS, the CITY and RTA wish to enter into a new agreement and understanding with regard to the maintenance services to be performed, and including a one-time installation of landscaping at seven (7) locations along Van Aken Boulevard, and the costs to be reimbursed for the period January 1, 2024, through December 31, 2024.

NOW, THEREFORE, it is mutually agreed that:

1. Scope of the Work.
  - a. The CITY agrees to perform, as an independent contractor, maintenance services on RTA grounds within the City of Shaker Heights, Ohio, during calendar year 2024. The term "maintenance" includes without limitation, mowing, weeding, fertilizing, pruning, disease and insect control, clean-up and litter removal, syringing, mulching, winter protection, tree wrapping, snow removal service, tree guy line services, and defoliating of the landscaping planted on the grounds. The services for 2024 shall also include the one-time installation of landscaping at seven (7) locations along Van Aken Boulevard. For the purposes of this Agreement, the term "maintenance" shall not include:
    - (i) capital improvements to the rapid transit system, including the stations in the City of Shaker Heights;
    - (ii) repairs to or maintenance of areas under construction or areas where construction has not been completed; or
    - (iii) replanting of landscaping which is removed from the grounds without the prior consent of the CITY and RTA. A more particularized scope of maintenance services is set forth at "Maintenance Schedule of Work" and "Landscape Maintenance Specifications," attached hereto

and incorporated herein as *Exhibits A and B*, respectively, as well as in *Exhibit D*.

- b. The CITY agrees to not seek compensation from RTA, and RTA reserves the right to seek contribution from the CITY, for damages, claims, fees, payments, costs, and liabilities arising from any negligent act or omission by the CITY in connection with its performance of the above-described maintenance services. RTA agrees not to seek compensation from the CITY, and the CITY reserves the right to seek contribution from RTA, for any damages, claims, fees, payments, costs and liabilities arising from RTA's negligent acts or omissions.
  - c. The CITY further agrees not to seek compensation from RTA for claims and payments made under workers' compensation laws brought by employees of or under the control or direction of the CITY, and arising from the CITY's performance of the above-described maintenance services. This paragraph shall not affect any claim or payment made under workers' compensation laws brought by employees of RTA.
2. CITY's Risk.  
The CITY agrees that the work shall in every respect remain the risk of the CITY, except as to damages or injuries caused by RTA or RTA's agents or employees.
  3. Payments.  
RTA shall pay the CITY its costs attributable to the satisfactory performance of maintenance services. The parties agree that these costs are fixed for calendar year 2024 of the contract term as set forth in *Exhibit D*, which Exhibit is attached hereto and incorporated herein. RTA shall pay the annual cost in twelve (12) monthly installments against invoices presented by CITY. Invoices shall be presented by the fifteenth (15<sup>th</sup>) day of the month, and are payable fifteen (15) days thereafter, generally on the first day of the next succeeding month.
  4. Late Payments.  
Late payments will accrue no interest.
  5. Administration.  
RTA and the CITY shall each designate one person to whom any questions or clarification as to the scope of work set forth in Section 1 of this Agreement, or the scheduling thereof, may be addressed.
  6. The Term.  
This Agreement is for calendar year 2024, commencing **January 1, 2024**, and ending **December 31, 2024**.
  7. Continuing Intent.  
It is the intent of the parties that their Agreement, relevant to the within subject matter, entered into on the 23<sup>rd</sup> day of November 1982, and attached hereto and incorporated herein as *Exhibit E*, continue in full force and effect, except as modified by this Agreement and the Addendum to Agreement dated February 23, 2001, attached hereto and incorporated herein as *Exhibit F*. In the event of a conflict between the 1982 or 2001 Agreements and this Agreement, the provisions of this Agreement shall control.
  8. Amendment/Modification.  
This Agreement shall not be amended, modified and/or changed, except by written modification signed by both parties hereto pursuant to change procedures at *Exhibit C* - "Landscape Repairs and Replacements/Extra Work," which Exhibit is attached hereto and incorporated herein.

9. Right of Inspection and Audit.

RTA shall have the right from time to time to inspect, copy and audit all books, records and things kept by the CITY in connection with the CITY's performance of this Agreement. Such rights shall extend to any state or federal agent employed for that purpose and performing any audit function pursuant to grant agreements running between RTA and the state or federal government. Should an audit disclose that RTA has overpaid the CITY, the CITY agrees to promptly refund the overpayment.

IN WITNESS WHEREOF, authorized representatives of the parties, indicating their party's approval of the terms herein, have executed duplicated originals of this Agreement on the dates set forth below.

Witness

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_  
India L. Birdsong Terry, General Manager, CEO

Date: \_\_\_\_\_

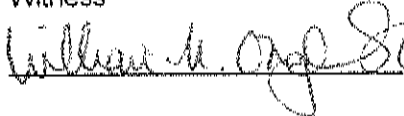
The legal form and correctness  
of the within instrument are hereby approved.

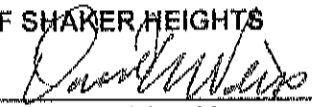
\_\_\_\_\_  
Janet E. Burney, General Counsel  
Deputy General Manager for Legal Affairs

Date: \_\_\_\_\_

Witness

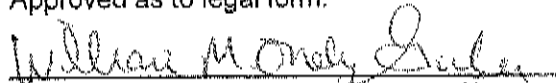
**CITY OF SHAKER HEIGHTS**

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
David E. Weiss, Mayor

Date: 10-30-23

Approved as to legal form:

  
\_\_\_\_\_  
William M. Ondrey Gruber, Director of Law  
City of Shaker Heights

Date: 10-30-23  
cont23/pw/1026RTAMaintenanceAgreement2024

MAINTENANCE  
SCHEDULE OF WORK

I. PURPOSE

The purpose of this attachment is to identify the planned schedule and scope of maintenance and cost for the Greater Cleveland Regional Transit Authority (RTA) rapid transit lines which run through the City of Shaker Heights along Van Aken and Shaker Boulevards. This maintenance can be grouped into three basic categories:

1. Tree and Shrub maintenance.
2. Land maintenance.
3. Ice and Snow control services.

Some level of service in each of these categories is required along both rapid lines. A more detailed scope of service is identified for each of these activities below. (See also Exhibits B and C following.)

II. SCOPE OF WORK

A. TREE AND SHRUB MAINTENANCE

Tree and Shrub maintenance will be performed from January through December on an as needed basis. This will include the placement of wood chips and/or humus mulch around trees and shrubs on both rapid lines, a minimum of once per year. Typically, this work will be performed in the first or fourth quarter. Trees along both lines will be trimmed and/or pruned as needed. The trees on the Shaker Rapid line are trimmed in the summer when their growth tends to interfere with the rapid cars. The trees on the Van Aken line are trimmed or shaped when possible, usually in the fall.

Shrubs along the Van Aken Rapid will be trimmed twice per year, once in the spring and once in the fall. There are a smaller number of shrubs on the Shaker Rapid line. These shrubs require trimming only once per year. This trimming will be done in spring or early summer. City will notify RTA at least a week in advance of the time it intends to initiate the trimming.

Shrubs will be trimmed and/or pruned to a height of three feet and to a distance of three feet from the nearest sidewalk. Shrubs planted in a row or group planting shall not be trimmed or pruned between shrubs in such a manner as to negate their safety function of preventing unauthorized access. Any trimming or pruning done at the specific request of the RTA because of safety concerns shall not be considered "EXTRA WORK" and therefore will not entitle City to additional compensation.

Tree and shrub planting areas will be weeded from April through September on a continual basis. The level of man-power will be dictated

by the growing season, but as a general rule areas will be cleared of weeds on a biweekly basis. The City shall notify RTA designee when work has been performed and provide a written itemized record on a monthly basis.

#### B. LAND MAINTENANCE

Land maintenance entails work performed on both landscaped and parking areas. Weed killer will be applied as required to landscaped areas along both the Van Aken and Shaker Rapid lines, in May or June. The fertilization of landscaped areas along both lines will be performed in the months of September or October as required. The bulk of land maintenance costs will result from the mowing of all landscaped areas. Mowing will be performed a minimum of twelve (12) and a maximum of fourteen (14) times per season, depending upon that year's growth. Litter will also be collected from all landscaped areas during the performance of any of the above operations.

Land maintenance also includes the regular sweeping of Regional Transit Authority parking lot areas, including Park-N-Ride lots and Van Aken/Varremsville bus loop/turnaround, which will be swept on a monthly basis.

Miscellaneous land maintenance will be performed as required. Some examples of work which this would include are temporary repairs to vandalized trees or shrubs, such as the staking of these trees or reseeding of damaged grassy areas which have been rutted by vehicular traffic. The City shall notify RTA designee when work has been performed and provide a written itemized record on a monthly basis.

#### C. ICE AND SNOW CONTROL

Deicing operations will be performed on parking areas along the Shaker and RTA Rapids. This includes the Shaker/Green Rapid Station, the Shaker/Varremsville Rapid Station, the small parking areas along the Van Aken Rapid line and the Van Aken/Varremsville bus loop/turnaround and the RTA Park-N-Ride lots. Deicing will be performed on Regional Transit Authority parking areas whenever snow or ice removal is determined to be necessary on City streets. It is estimated these crews will apply chemical deicers on Regional Transit Authority parking areas 44 times per year.

These parking areas will be cleared of snow by City plows when deicing operations are not sufficient to clear areas. This would normally occur when the snow exceeds two inches.



LANDSCAPE MAINTENANCE SPECIFICATIONS

PART I - GENERAL:

1.01

RELATED DOCUMENTS:

The general provisions of the contract apply to the work in this section.

1.02

DESCRIPTION OF WORK:

Work covered by these specifications includes all labor, tools, equipment, materials and services to perform all landscape maintenance operations complete in accordance with any drawings, documents and/or these specifications.

1.03

QUALITY ASSURANCE:

A. Qualifications:

Contractors or sub-contractors performing work under this section shall be qualified to do such work and hold the appropriate registration, license or other permit as required by State or local law.

B. Requirements of Regulatory Agencies:

Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incident to the due and lawful prosecution of the work.

1.04

DELIVERY, STORAGE AND HANDLING:

A. All materials (soils, plant materials, fertilizer, and all chemicals) shall be handled and packed in accordance with all local, state and federal laws and regulations and with good professional practices. Materials shall be adequately protected during transit to prevent wind burn, drying, overheating, spillage, or contamination. Upon delivery, plant materials will be adequately protected from the sun, freezing, and/or drying winds.

B. All chemicals shall be protected from any environmental contamination (sun, wind, rain or flood) and from any contamination from contact with other chemicals. All environments, persons and property shall be protected from careless chemical contamination (leaks or spills of concentrations in excess of the application rates) resulting in damage to health or property, on or off the job site.

C. Where required, plant materials shall be protected by storage, or by heeling-in, using good nursery practices.

- D. Materials which are not adequately protected, left exposed to the sun (and chemicals exposed to rain), improperly protected during transit, unloading, or during the maintenance operation shall be rejected and removed from the site.

1.05 JOB CONDITIONS:

A. Inspection:

Contractor will familiarize himself with the sites, the drawings, the specifications and requirements of other trades, and coordinate his work with that of other site work as necessary.

B. Planting Season:

Maintenance and planting operations shall be conducted throughout the schedule within the specified dates when local climatic and soil conditions favor satisfactory operations. Where local conditions warrant, the OWNER may extend the dates in writing.

Maintenance Operations	See Maintenance Schedule
Deciduous Trees and Shrubs	See Maintenance Schedule
Evergreen Trees	See Maintenance Schedule
Grass Seed	See Maintenance Schedule

PART III - EXECUTION:

2.01 GENERAL:

- A. The Contractor shall perform complete maintenance of the exterior landscaping. Maintenance shall consist of the services outlined in Exhibit A, as a minimum. The Contractor shall furnish all labor, materials, equipment, tools, and all other things necessary, or proper for, or incidental to such maintenance. The OWNER WILL NOT furnish a temporary storage area for the Contractor's use. Temporary storage for the Contractor's use will be provided off-site by the Contractor.

- B. Power equipment shall be either gasoline or electrically-powered. If electrically powered equipment is used, the Contractor shall obtain written consent from the OWNER prior to the commencement of operations. If gasoline-powered equipment is used, the Contractor shall be responsible for damage to pavement or vegetation caused by gasoline or oil spills or leaks, and shall clean or replace damaged areas as required.

- C. Contractor shall exercise every precaution in the operation of equipment and be responsible to protect the public from hazardous conditions, such as electrical shock, gasoline explosion and equipment ejection of harmful objects (stones, twigs, litter).

2.02 BARRICADES:

- A. The Contractor shall provide the necessary watchmen and sufficient warning lights and barricades at his own expense and

he shall take such other precautions as are necessary to protect life and property on non-rail related right of ways.

- B. OWNER may at any time order the Contractor to provide a watchman or additional watchman at any point where, in Owner's opinion, they are required, or where they may be requested by the proper officials of any municipality affected.
- C. Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.
- D. Personnel must be equipped with and wearing orange safety vests and/or clothing when conducting or engaging in all work assignments relating to this contract.

2.03 SCOPE OF WORK:  
See Maintenance Schedule of Work (Exhibit A).

LANDSCAPE REPAIRS AND REPLACEMENTS/EXTRA WORK

1.01 SCOPE OF WORK:

The Contractor shall prepare, plant, replace and/or install sod and/or seed in lawns, trees, and ground cover plants and any and all other repairs or replacements as may become necessary or as same may occur through the agreement of the parties herein, all in accordance with the plans and specifications.

PLANTING TREES, SHRUBS AND GROUND COVER PLANTS:

2.01 SEASON:

The planting season for trees shall be from October 15 to the following May 15. For shrubs and ground cover plants, the planting season shall be from August 15 to November 1 and from March 15 to May 15.

Note:

The Contractor shall notify RTA at least two (2) weeks in advance of the time he intends to plant trees, shrubs and/or ground cover.

2.02 PRELIMINARY ACCEPTANCE:

Upon completion of all work consistent with section 1.01 hereinabove, as same may be required, the work shall be inspected by the RTA and if found as specified, preliminary acceptance made.

2.03 GUARANTEE:

All plants shall be guaranteed for a period of one summer growing season after planting. Fall planting material shall be in full count the next succeeding September 15, at which time replacements shall be made in kind if required. Spring planted material shall be in full count the next succeeding June 15, at which time replacements shall be scheduled for the next fall planting season.

2.04 REPLACEMENT OF PLANT MATERIAL:

All trees, shrubs, and other plant material which have been installed pursuant to section 1.01 herein that are not alive or normally healthy or in poor condition or have died back beyond the normal pruning line within the guarantee period shall be replaced by the Contractor at its expense with plant material of the specified species or variety, size and quality meeting the specifications or prior approval of Owner RTA. All trees, shrubs, vines and other plant material which have been installed pursuant to section 1.01 hereof that are not alive, or normally healthy, or in poor condition or have died back beyond the normal pruning period beyond the guarantee period shall be replaced at RTA's expense.

EXTRA WORK AND COMPENSATION FOR EXTRA WORK:

2.05

EXTRA WORK:

- A. The Contractor shall perform promptly upon receipt of the consent of the RTA to all recommended repairs and replacements and the OWNER shall pay the Contractor, in addition to the monthly price for maintenance that portion of the cost of any repairs and replacements not attributable to negligence, misuse, accidents, inadequate maintenance, or abuse of the Contractor, which portion is herein called EXTRA WORK.
- B. The Contractor shall notify the OWNER as soon as possible of any damage that requires repairs or replacements.

2.06

REPLACEMENT OF MATERIALS:

- A. Where it is necessary for the Contractor to replace any item of landscaping during the performance of EXTRA WORK under this Agreement, the Contractor shall first submit to the OWNER, for approval, the name of the item, the identifying number therefore, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor, the price that the OWNER is to be billed therefore. The OWNER shall have the option of (A) approving same; (B) supplying said item of landscaping to the Contractor; or (C) not approving same.
- B. The Contractor shall not be responsible for the quality of any item of landscaping furnished to the Contractor by the OWNER under paragraph "A", the preceding paragraph, but the Contractor shall be responsible for the installation of said item.

2.07

COMPENSATION FOR EXTRA WORK:

- A. In determining the amount of payment for EXTRA WORK by the OWNER to the Contractor there shall not be included any portion of the cost of repairs or replacements that represent wear and tear which would in any event require repairs or replacements as part of the Contractor's maintenance obligations.
- B. If EXTRA WORK is to be performed under this section, the Contractor's compensation shall be increased by the following amounts and such amounts only:
  1. In the case of purchased materials, an amount equal to the net cost to the Contractor.

**2024 RTA MAINTENANCE SCHEDULE**

	Freq.	Labor Hrs.	Labor Cost	Equip. Cost	Material Cost	Total Cost
<b>Tree and Shrub Maintenance</b>						
Chip/Mulch (Shaker)	1 /YR	480	\$15,841.00	\$4,511.00	\$2,396.00	\$22,748.00
Chip/Mulch (Van Aken)	1 /YR	200	\$7,920.00	\$2,255.00	\$2,396.00	\$12,571.00
Trim Trees (Shaker)	1 /YR	240	\$10,247.00	\$1,932.00		\$12,179.00
Trim Trees (Van Aken)	1 /YR	90	\$3,021.00	\$1,287.00		\$4,308.00
Trim Shrubs (Shaker)	1 /YR	40	\$864.00	\$644.00		\$1,508.00
Trim Shrubs (Van Aken)	1 /YR	120	\$2,593.00	\$1,932.00		\$4,525.00
Weeding Beds (Shaker)	AS NEEDED	225	\$7,895.00	\$4,834.00		\$12,729.00
Weeding Shrub Beds (Van Aken)	AS NEEDED	225	\$7,895.00	\$4,834.00		\$12,729.00
One-time Planting 7 locations on Van Aken Blvd.		336	\$12,698.52	\$6,720.00		\$19,418.52
<b>SUBTOTAL</b>		<b>1,956</b>	<b>\$68,974.52</b>	<b>\$28,949.00</b>	<b>\$4,792.00</b>	<b>\$102,715.52</b>
<b>Land Maintenance</b>						
Fertilize/Herbicide Appl. (Shaker)	1 /YR	40	\$1,870.00	\$1,725.00	\$1,277.00	\$4,872.00
Fertilize/Herbicide Appl. (Van Aken)	1 /YR	40	\$1,870.00	\$1,725.00	\$1,927.00	\$5,522.00
Mow (Shaker)	20 /YR	1,050	\$33,697.00	\$17,700.00		\$51,397.00
Mow (Van Aken)	20 /YR	1,100	\$35,220.00	\$18,541.00		\$53,761.00
Sweep Parking Lot	24 /YR	50	\$2,438.00	\$4,496.00		\$6,934.00
Misc. Maintenance (Shaker)	AS NEEDED	210	\$7,661.00			\$7,661.00
Misc. Maintenance (Van Aken)	AS NEEDED	210	\$7,661.00			\$7,661.00
Leaf Cleanup (Shaker)	2 /YR	150	\$4,657.00	\$2,530.00		\$7,187.00
Leaf Cleanup (Van Aken)	2 /YR	150	\$4,657.00	\$2,530.00		\$7,187.00
<b>SUBTOTAL</b>		<b>3,000</b>	<b>\$99,731.00</b>	<b>\$49,247.00</b>	<b>\$3,204.00</b>	<b>\$152,182.00</b>
<b>Ice and Snow Control</b>						
Salt RTA Lots	40 /YR	100	\$4,730.00	\$1,500.00	\$12,915.00	\$19,145.00
Plow RTA Lots	20 /YR	250	\$10,697.00	\$5,996.00		\$16,693.00
<b>Ice &amp; Snow Total</b>		<b>350</b>	<b>\$15,427.00</b>	<b>\$7,496.00</b>	<b>\$12,915.00</b>	<b>\$35,838.00</b>
<b>Shaker Total</b>			<b>\$82,732.00</b>	<b>\$33,876.00</b>	<b>\$3,673.00</b>	<b>\$120,281.00</b>
<b>Van Aken Total</b>			<b>\$73,275.00</b>	<b>\$37,600.00</b>	<b>\$4,323.00</b>	<b>\$115,198.00</b>
<b>Totals</b>		<b>4,970</b>	<b>\$184,132.52</b>	<b>\$85,692.00</b>	<b>\$20,911.00</b>	<b>\$290,735.52</b>

\*2025 to include additional maintenance costs of new plantings at 7 locations along Van Aken Blvd.

**EXHIBIT D**

AGREEMENT  
BETWEEN  
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
AND  
THE CITY OF SHAKER HEIGHTS  
PERTAINING TO MAINTENANCE OF GROUNDS ADJOINING  
RAIL RIGHTS-OF-WAY

THIS AGREEMENT, entered into this 23 day of November  
1982, by and between the Greater Cleveland Regional Transit Authority,  
whose principal business offices are located at 613 Superior Avenue, N. W.,  
hereinafter called "RTA", and the City of Shaker Heights, Ohio, whose  
principal offices are located at 1400 Lee Road, hereinafter called "City",

WITNESSETH, THAT

WHEREAS, RTA operates its Blue Line and Green Line within  
the City's jurisdictional boundaries; and

WHEREAS, the parties wish to delineate their responsibilities  
and facilities  
as to the maintenance of those grounds adjoining the Blue Line and Green  
Line.

NOW, THEREFORE, in consideration of the mutual covenants  
contained herein, the parties hereto agree as follows:

(1) The term "maintenance" as used herein shall mean the  
mowing, weeding, fertilizing, pruning, disease and insect control, clean-  
up and litter removal, syringing, mulching, winter protection, tree  
wrapping services, tree guy line services and defoliating of the landscaping  
planted on the grounds described below. For the purposes of this agreement  
the term "maintenance" shall not include the replanting of landscaping which  
is removed from the grounds in question without the prior consent of the  
City and RTA.

EXHIBIT E

(2) The term "landscaping" as used herein means the grass, trees, shrubs, bushes, ground cover or similar foliage which has been planted by either the City or RTA on the grounds in question, unless specified to the contrary.

(3) The term "facilities" as used herein means the lights, platforms, walkways, parking areas, shelters, crosswalks, signs, canopies, fences, railings, electrical substations, waste containers, track beds, ties, ballasts, poles, wires and all attendant pertinences owned and operated by RTA.

(4) The term "grounds" as used herein means those areas within the City's boundaries adjacent to RTA's Blue Line and Green Line. The "grounds" are delineated in the drawings set forth below, which are hereby incorporated by reference as if fully rewritten herein:

- (a) Sheet 2 - Warrensville Center Road, dated 3/9/81
- (b) Sheet 7 - Balval Road, dated 12/4/80
- (c) Sheet 2 - Station Point, 1399.00-1405.00, dated 8/1/80
- (d) Sheet 3 - Station Point, 1405.00-1418.00, dated 8/1/80
- (e) Sheet 4 - Station Point, 1418.00-1423.00, dated 8/1/80
- (f) Sheet WC1 - Warrensville Center Road, dated 2/14/80
- (g) Sheet WC1 - (supplemental) Warrensville Center Road, dated 2/14/80
- (h) Sheet L 1001 - Coventry-Southington, dated 3/10/80
- (i) Sheet L 1002 - South Park-Lee Road, dated 3/10/80
- (j) Sheet L 1003 - Attleboro Road-Eaton Road, dated 3/10/80
- (k) Sheet L 1004 - Courtland Boulevard, dated 3/10/80
- (l) Sheet L 1005 - Green-W. Green, dated 3/10/80



- (m) Sheet L 3001 - So. Woodland-Drummery Blvd., dated 3/16/81
- (n) Sheet L 3003 - Ashby-Avalon, dated 3/16/81
- (o) Sheet L 3004 - Kenmore-Lynnfield, dated 3/16/81
- (p) Sheet L 3005 - Farnsleigh, dated 3/16/81
- (q) Sheet L 3006 - Warrensville Center Road, dated 3/20/81

(5) In the event of the death, disease or severe damage of landscaping as defined in paragraph 2 above, RTA shall treat or replace the landscaping as soon as practicable. In the event RTA fails to treat or replace the landscaping within thirty (30) days of notification thereof by City, City may complete the same and RTA shall reimburse City for the reasonable cost thereof.

(6) In the event of damage to the lights adjoining RTA's facilities, RTA shall repair said lights within five (5) working days of receipt of notice from City. In the event such repairs are not complete within five (5) working days, City may effect such repairs and RTA will pay the reasonable cost thereof.

(7) With the exception of those sites discussed at paragraph 8 (below), RTA agrees to maintain all grounds and landscaping in those areas on diagrams (a) through (q) which are marked in yellow and those facilities as defined at paragraph 3 above. RTA may subcontract this maintenance function should it so desire.

(8) RTA shall not be responsible for the maintenance of the hedges planted by the City along the Green Road upper level parking lots. These hedges are parallel to Shaker Boulevard and are noted in yellow on Sheet L 1005.

RTA shall use its best efforts in removing trash from receptacles located on the grounds and facilities set forth above. Should RTA fail to remove or cause to be removed the trash from the receptacles within five (5) working days of notice thereof from City, City may effect such removal and RTA will pay the reasonable cost thereof.

(9) In the event RTA removes the rail loop or turnaround at the easterlymost terminus of the Green Line on Shaker Boulevard, east of Green Road and outlined on Sheet L 1005, its responsibility to maintain the area immediately adjacent to said rail loop or turnaround shall cease.

(10) In the event the Green Road Bridge spanning RTA's rail right-of-way, as set forth on Sheet L 1005, is removed, rebuilt or otherwise modified, RTA's maintenance responsibility shall be reduced to a maximum of ten (10) feet from the upper parking lot curbing along the westerly side of Green Road.

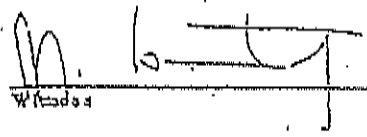
(11) RTA shall not be responsible for repairing or replacing landscaping which is vandalized and/or removed without its authorization. In the event of unauthorized damage or removal by unknown persons of landscaping which RTA has planted hereunder, City may, should it so elect, replace or repair missing or damaged landscaping items provided such items are the same type as those which are missing or damaged. The City shall confirm with RTA the type of landscaping which was originally planted at the site in question.

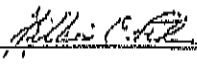
(12) City shall have no landscape or facilities maintenance responsibilities whatsoever in the area of RTA's easterly terminus of the Blue Line, as delineated on the upper half of Sheet L 3006.

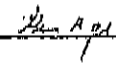
(13) All notices required herein shall be served as follows:  
Mayor, City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio 44120 and Manager of Operations, Greater Cleveland Regional Transit Authority, 615 Superior Avenue, N.W., Cleveland, Ohio 44113.

IN WITNESS WHEREOF, the parties have executed duplicate original agreements on the date first mentioned above.

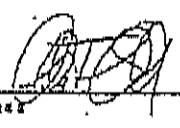
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

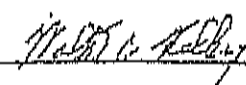
  
Witness

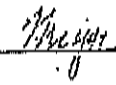
By 

Its 

CITY OF SHAKER HEIGHTS

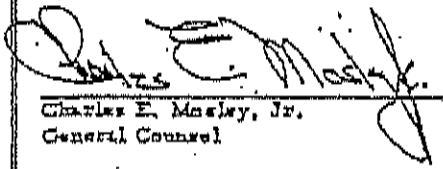
  
Witness


By 

Its 

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

Approved as to legal form:

  
Charles E. Masley, Jr.  
General Counsel

  
Charles Reich, Law Director  
City of Shaker Heights

ADDENDUM TO AGREEMENT

THIS ADDENDUM to the Agreement by and between the Greater Cleveland Regional Transit Authority ("GCRTA"), 1240 West Sixth Street, Cleveland, Ohio 44114-1331, and the City of Shaker Heights ("City"), 3400 Lee Road, Shaker Heights, Ohio 44120, executed on February 23, 2001, is entered into on February 23, 2001.

WHEREAS, the City of Shaker Heights Architectural Board of Review has approved the plans of GCRTA to remodel the Green Road Rapid Transit Station; and

WHEREAS, said approval was conditioned upon GCRTA and the City of Shaker Heights entering into a contract whereby GCRTA would pay the City of Shaker Heights for the cost of cleaning the approved structure in the event that GCRTA should fail to maintain the structure free of dirt, graffiti, or any other matter that would detract from the aesthetic design and beauty of the Green Road Rapid Transit Station,

NOW, THEREFORE, the parties mutually agree to amend the Agreement executed on May 1, 2000, to include the following provisions:

1. GCRTA agrees to perform all cleaning and maintenance of the remodeled Green Road Rapid Transit Station. Cleaning includes, but is not limited to, the tops of all canopies, any walls of shelters and any windows.
2. If GCRTA fails to clean any portion of the Green Road Rapid Transit Station after five (5) days written notice from the City, the City, at its option, may perform any cleaning not performed by GCRTA and bill GCRTA for such cleaning.
3. The City shall forward any written notice to clean the Green Road Rapid Transit Station to the Manager of Land Use and Design, Project Development & Engineering for the GCRTA.
4. If the City does perform cleaning of the Green Road Rapid Transit Station, the City will bill GCRTA at a rate of \$21.00 per person per hour and a \$30.00 vehicle charge per hour.

4. If the City does perform cleaning of the Green Road Rapid Transit Station, the City will bill GCRTA at a rate of \$21.00 per person per hour and a \$30.00 vehicle charge per hour.

Witness

[Signature]

[Signature]  
Deputy General Manager  
Legal Affairs

Witness

[Signature]

[Signature]

Approved as to legal form:

[Signature]  
Director of Law  
City of Shaker Heights

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

By: [Signature]  
Joseph Calabrese  
Its: CEO, General Manager/  
Secretary-Treasurer

And [Signature]  
Deputy General Manager  
Finance & Administration

CITY OF SHAKER HEIGHTS

By: [Signature]  
Its: Mayor

By: [Signature]  
Its: Director of Finance

ORDINANCE NO. 23-91  
BY: Nancy Moore

Authorizing an agreement with The Greater Cleveland Regional Transit Authority for reimbursement by GCRTA for the City's maintenance of the grounds adjacent to the Rapid Transit rail lines along Shaker Boulevard and Van Aken Boulevard for the year 2024 in the total amount of \$290,735.52, and declaring an emergency.

WHEREAS, on September 5, 1975, the City agreed to the transfer of its rapid transit system to The Greater Cleveland Regional Transit Authority (GCRTA), and in the Mass Transit Transfer Agreement entered into between the City and GCRTA, and the addendum of November 23, 1982, as it relates to maintenance of grounds adjoining rail in the right-of-way, the City reserved to itself the right and obligation to perform maintenance (including snow removal and de-icing) of as much of the lands conveyed as are situated within the City of Shaker Heights, Ohio; and

WHEREAS, the system transfer agreement requires GCRTA to reimburse the City for its costs attributed to said maintenance obligation; and

WHEREAS, the City and GCRTA most recently entered into a Maintenance Agreement effective on January 1, 2021, for the years 2021 through 2023, as authorized by Ordinance No. 20-104, enacted by Council on November 23, 2020; and

WHEREAS, the City and GCRTA wish to enter into a new agreement and understanding with regard to the maintenance services to be performed and the costs to be reimbursed for the period January 1, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. The Mayor is hereby authorized to enter into a maintenance agreement with The Greater Cleveland Regional Transit Authority (GCRTA) for services related to the maintenance of grounds adjoining rail rights-of-way. Said agreement shall be for a one-year period from January 1, 2024, through December 31, 2024, and shall provide for reimbursement to the City by GCRTA in the total amount of TWO HUNDRED NINETY THOUSAND SEVEN HUNDRED THIRTY-FIVE AND 52/100 DOLLARS (\$290,735.52). The agreement shall be in the form as approved by the Director of Law.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City, so the agreement can be executed by both GCRTA and the City by January 1, 2024, and therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted October 23, 2023.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DAVID E. WEISS, Mayor

Attest:

\_\_\_\_\_  
JERI E. CHAIKIN  
Clerk of Council  
coun23/1023GCRTAmaintenanceagreement

EXHIBIT G

RESOLUTION NO. 2023-93

AUTHORIZING AN AGREEMENT WITH THE CITY OF SHAKER HEIGHTS FOR LANDSCAPE MAINTENANCE AND PARKING LOT SNOW REMOVAL FOR A PERIOD OF ONE YEAR BEGINNING JANUARY 1, 2024 IN AN AMOUNT NOT TO EXCEED \$290,735.52 (GENERAL FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, Ohio Revised Code Section 306.43(H)(4) permits a regional transit authority to enter into agreements for goods or services with another political subdivision without competitive procedures; and

WHEREAS, the City of Shaker Heights ("City") and the Greater Cleveland Regional Transit Authority ("Authority") entered into the Mass Transit System Transfer Agreement on September 5, 1975; and

WHEREAS, by virtue of the Mass Transit System Transfer Agreement of 1975, the City and Authority agreed that the City will perform maintenance of grounds adjoining rail rights-of-way and will remove snow from the Authority's parking lots at rail stations within the City and that the Authority shall reimburse the City for the cost thereof; and

WHEREAS, the parties wish to enter into an agreement to perform maintenance of grounds and snow removal for a period of one (1) year commencing January 1, 2024 and ending December 31, 2024 for a total amount not to exceed \$290,735.52.

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, CEO be and she is hereby authorized to enter into an agreement with the City of Shaker Heights for the maintenance of grounds adjoining the rail rights-of-way, including snow removal from the Authority's parking lots within the City for the period commencing January 1, 2024 and ending December 31, 2024.

Section 2. That the fees owed under the agreement shall be payable from the General Fund, Programming & Planning Department budget in an amount not to exceed \$290,735.52.

Section 3. That said agreement shall be binding upon and an obligation of the Authority contingent upon appropriation of funds and upon compliance by the City with the terms and conditions of the agreement, bonding and insurance requirements, and all applicable laws relating to contractual obligations of the Authority.

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

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



<b>TITLE/DESCRIPTION:</b>  <b>CONTRACT: AMENDMENT TO THE DEVELOPMENT AND USE AGREEMENT WITH AJAPPR, LLC FOR THE COLUMBUS ROAD TRANSIT ORIENTED DEVELOPMENT PROJECT</b>	<b>Resolution No.:</b> 2023-94
	<b>Date:</b> November 22, 2023
	<b>Initiator:</b> Programming & Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution seeks approval for the General Manager, Chief Executive Officer to execute the First Amendment to the Development and Use Agreement ("DUA") with AJAPPJR, LLC ("Developer"). The DUA provides the terms and conditions for the parties to plan, finance, develop and operate a mixed-use transit-oriented development ("TOD Project") on property owned by the Greater Cleveland Regional Transit Authority ("GCRTA") located at the intersection of Columbus Road and Abbey Avenue in Cleveland, Ohio and known as part of Permanent Parcel Number 007-11-021 ("Property").

The resolution authorizes GCRTA to: 1) execute the First Amendment to the DUA, and 2) apply to the U.S. Department of Transportation, or to another public funding source that meets the terms of the First Amendment, for grant funding for the planning and/or construction of a bridge cap with pedestrian connections to the TOD and the West 25th Street Rapid Transit Station.

2.0 **DESCRIPTION/JUSTIFICATION:** Developer was selected by a "Request for Qualifications" process to develop the Property and is now performing due diligence to design, finance, construct and operate the TOD Project. On May 25, 2021, the Board of Trustees adopted Resolution 2021-57 authorizing GCRTA to enter a non-binding Letter of Intent with AJAPPJR for the TOD Project. GCRTA and AJAPPJR executed a non-binding Letter of Intent for the TOD Project on May 26, 2021. The Development and Use Agreement was authorized by Resolution 2021-97 on October 26, 2021 and executed on November 10, 2021. This TOD Project will enhance neighborhood connectivity with the West 25<sup>th</sup> Street Rapid Transit Station and promote increased use of the Red Line as well as nearby GCRTA bus lines, including the MetroHealth Line (the BRT line now in development).

The Developer's concept plan includes a bridge cap over GCRTA's Red Line (and the Red Line Greenway) which is essential to achieve the connectivity that is GCRTA's overarching objective for the TOD Project. The Developer requests GCRTA's assistance in seeking public funding for the bridge cap in accordance with section 5.4 of the DUA, which provides that "GCRTA will cooperate and use all reasonable efforts to assist Developer in its efforts to identify and apply for additional available city, county, state, federal and transit-oriented funding for the Project and will consider providing, without being obligated to provide, additional incentives related to improving the economic viability of the Project."

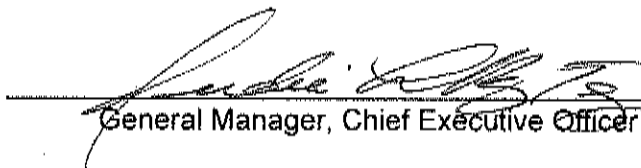
3.0 **PROCUREMENT BACKGROUND:** Does not apply.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.



- 5.0 **POLICY IMPACT:** The First Amendment and the TOD Project are in compliance with the TOD guidelines established by FTA and fully comply with the Real Estate Policies of the GCRTA.
- 6.0 **ECONOMIC IMPACT:** The TOD Project will provide GCRTA with significant revenue, including fifty percent (50%) of the fair market value of the Property at time of conveyance, followed by continuing revenue for the life of the TOD Project through GCRTA's non-recourse, non-dilutable ownership position in the legal entity that will own the TOD Project. The DUA provides that GCRTA's ownership interest will be at least 4%. The First Amendment will provide for GCRTA's ownership interest to increase to 10% if the grant application is successful. The First Amendment also provides that, if the parties agree it is beneficial for Developer to engage a grant consultant, then GCRTA will contribute 50% of consulting fees for the grant preparation, up to a maximum GCRTA contribution of \$20,000.
- 7.0 **ALTERNATIVES:** The GCRTA can refuse to execute the First Amendment, which would be likely to terminate the TOD Project.
- 8.0 **RECOMMENDATION:** On November 14, 2023, the Audit, Safety Compliance and Real Estate Committee was briefed on the First Amendment to DUA and TOD Project status. Staff recommends the Board of Trustees authorize execution of the First Amendment to the DUA.
- 9.0 **ATTACHMENTS:** Attachment A – Draft of the First Amendment to the Development and Use Agreement.

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

  
General Manager, Chief Executive Officer

FIRST AMENDMENT TO DEVELOPMENT AND USE AGREEMENT  
BY AND BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

AND

AJAPPJR, LLC

THIS FIRST AMENDMENT to the Development and Use Agreement (the "**Amendment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio ("**GCRTA**") whose mailing address is 1240 West 6th Street, Cleveland, Ohio 44113, and AJAPPJR, LLC, an Ohio limited liability company whose mailing address is 629 Euclid Avenue, 11<sup>th</sup> Floor, Cleveland, Ohio 44114 ("**Developer**"), collectively referred to as the "**Parties**".

WHEREAS, on the effective date of November 3, 2021, the Parties entered into a Development and Use Agreement (the "**Original DUA**") and together with this Amendment being the "**DUA**") for construction of a Transit-Oriented Development ("**TOD**") on 1.7843 acres along Columbus Road (the "**Site**") which is part of certain real property in the City of Cleveland owned by GCRTA known as Cuyahoga County Permanent Parcel Numbers 007-11-021, 007-11-022 and 007-11-025; and

WHEREAS, the complexities involved in this TOD require flexibility and change over the course of the development; and

WHEREAS, the DUA describes certain objectives and elements which are to be included in the TOD and the Parties now desire to modify and/or to further define those objectives and elements; and

WHEREAS, the DUA includes certain time frames and deadlines for the TOD and the Parties now desire to modify and/or to further define those time frames and deadlines; and

WHEREAS, the DUA describes the responsibilities of the Parties, and the Parties now desire to modify and/or to further define those responsibilities.

THEREFORE, the Parties agree upon this First Amendment to their Development and Use Agreement as follows:

1. **INCORPORATION OF RECITALS; CAPITALIZED TERMS.** The Recitals portion of this Amendment are hereby incorporated by this reference as though they were fully set forth and rewritten herein. Capitalized terms not defined herein shall have the meaning given such terms in the Original DUA.
2. **DATES.** The Parties agree to modify the deadlines in the DUA in accordance with developments in the concept for the project.
  - a. The DUA originally required Developer to submit plans to the City Review Bodies by October 31, 2022 (DUA Section 4.2), with a right to cure. The Parties hereby agree to extend this submission deadline for so long as necessary in order to permit the Parties to seek public funding for certain elements of the Project, prior to having to submit plans to the City Review Bodies. As further provided in Section 2.e., below, Developer shall submit conceptual plans for the Project to applicable City Review Bodies following the Parties receipt and consideration of the initial determination on Grant Application(s) (defined below). A Grant Application must be filed within twenty-four (24) months of the effective date of this Amendment.
  - b. The public funding process contemplated herein necessitates extensions of other deadlines and performance dates contained in the Original DUA, including but not limited to extending the financing dates, closing date and construction start dates. The Parties acknowledge and agree that as the timeline for the public funding process is indefinite and uncertain, such other deadlines and performance dates provided in the Original DUA shall

be and hereby are extended indefinitely until such time as the Parties have received a determination on any Grant Application(s), have thereafter assessed the viability of the Project and have determined to proceed with some or all portions of the Project contemplated herein. Thereupon the Parties shall reconsider and determine in good faith appropriate and reasonable deadlines and performance dates hereunder.

- c. GCRTA shall submit, by, for, on behalf of and/or in connection with the Project contemplated herein, grant application(s) to applicable federal authorities (as determined in GCRTA's sole discretion), seeking public funding of the Project in whole or in part (the "**Grant Application(s)**").
- d. GCRTA will promptly notify Developer upon receipt of the determination of each and any Grant Application(s) so submitted, from the federal authority to which such Grant Application(s) were submitted. The Parties shall meet within thirty (30) days thereafter to determine whether to proceed with the TOD based on such determination (the "**Determination Meeting**").
- e. Should the Parties determine at or in connection with such Determination Meeting to continue to proceed with the Project, Developer shall use all reasonable efforts to prepare, produce and submit a conceptual project plan for review to City Review Bodies within ninety (90) days following such Determination Meeting.
- f. If the project proceeds because of a successful grant application, then in that event the Parties agree that GCRTA's ownership interest in the LLC Entity to be formed pursuant to the Original DUA shall be ten percent (10%).

**3. PUBLIC FUNDS FOR CONNECTIONS TO WEST 25<sup>TH</sup> RAPID STATION AND**

**ACROSS RED LINE.** The GCRTA will seek grant funds and/or other funding sources, and the Parties will coordinate, for some portion of the following elements:

- a. A bridge cap spanning the Red Line starting at Abbey Avenue and extending south, as more specifically shown on Exhibit 3a, attached hereto and made a part hereof (the "**Bridge Cap**"). The Bridge Cap will support the creation of a new plaza and related green space, together with links to the west side of the TOD. Plaza design to be jointly designed and approved by Developer and GCRTA.
- b. A pedestrian promenade connecting to the Bridge Cap.
- c. The addition of a second head house for the West 25<sup>th</sup> Street Rapid Transit Station, including a design which integrates the station into the TOD. However, this element is intended to be primarily designed, funded, and constructed by GCRTA. The connections with the Bridge Cap will be jointly designed and approved by Developer and GCRTA.
- d. To the extent this Agreement contemplates Project design as being "jointly designed and approved by Developer and GCRTA," the Parties acknowledge and agree that the Developer shall initiate and direct the design process, provided major components and overall plan design shall be subject to GCRTA review and approval in its sole but reasonable discretion.
- e. The Parties acknowledge that legal requirements to qualify for public grant funding require GCRTA to maintain satisfactory continuing control, which could include requiring GCRTA ownership, of the publicly funded project elements.

- f. GCRTA shall submit at least one (1) Grant Application(s) for funding of part or parts of these elements of this TOD. The Parties acknowledge and agree that such obligation is not a commitment from GCRTA to apply for funding of all elements of the Project, nor is it a commitment for GCRTA to provide the local share or matching funds that may be required by the applicable grant (these may be provided by the Developer or other sources) The priority for the above elements, as well as the potential Grant Application(s) and funding sources for same, are still to be determined. The Parties will communicate and cooperate on assessment and pursuit of such funding efforts. GCRTA, as primary applicant, will make final determinations on what public funding applications it will submit.
- g. The Parties agree to meet promptly following the execution of this Amendment to determine the value and necessity for engaging a third-party consultant to provide guidance and recommendations with respect to grant sources and preparation of the Grant Application(s). The Parties will cooperate on the selection of such consultant. Such consultant should be experienced and knowledgeable in public funding for large, urban (generally, and preferably TOD specific) projects. The Developer will engage such consultant. Upon such engagement, GCRTA will contribute fifty percent (50%), up to a maximum contribution of twenty thousand dollars (\$20,000.00), of the consulting fees and related TOD planning and Grant Application preparation costs. Developer will be responsible for any further consulting fees and related TOD planning and Grant Application preparation costs.

#### **4. DEVELOPER COMMITMENTS.**

- a. The residential component of the TOD will include a minimum of 125 units encompassing 135,000 square feet.
- b. The commercial component of the TOD will include a minimum of 47,200 square feet.
- c. The Developer will invest a minimum of \$60,145,000 in the TOD. The parties acknowledge and agree that such investment may be through any combination of equity, debt, public incentives (exclusive of funds received through Grant Applications provided for in this Amendment), available tax credit and/or other soft funding sources as Developer may seek, provide, or obtain.
- d. The Developer will waive any interest in GCRTA property to the west of the Red Line within or adjacent to the TOD site.
- e. The Developer will reasonably cooperate with the owner and/or developer of the project or projects on the west side of the Red Line adjacent to the TOD site to jointly agree to site design connections and a pedestrian circulation plan.
- f. The Developer will be responsible for the day-to-day cleanup and maintenance of the bridge cap and pedestrian promenade, in conjunction with the owner and/or developer of the project or projects on the west side of the Red Line adjacent to the TOD site (either on *pro rata* basis or as otherwise agreed between owners and/or developers).

#### **5. GCRTA COMMITMENTS.**

- a. GCRTA will sell reasonably unrestricted air rights to Developer for the bridge cap supporting the new plaza and green space for fair market value,

provided that such sale of air rights is compatible with the applicable grant requirements.

- b. GCRTA will be responsible for the capital repair expenditures for the bridge cap and pedestrian promenade, which capital repair is anticipated to be funded primarily from connection fees paid by Developer and the owner and/or developer of any projects in the west side of the Red Line referenced herein. The method of valuation of such connection fees will be addressed in a subsequent amendment to the DUA or in another document agreed upon by the Parties.

[Signature page follows]



The Parties have executed this First Amendment to the Development and Use Agreement as of the date specified herein.

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

By: \_\_\_\_\_  
India L. Birdsong Terry  
General Manager, Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

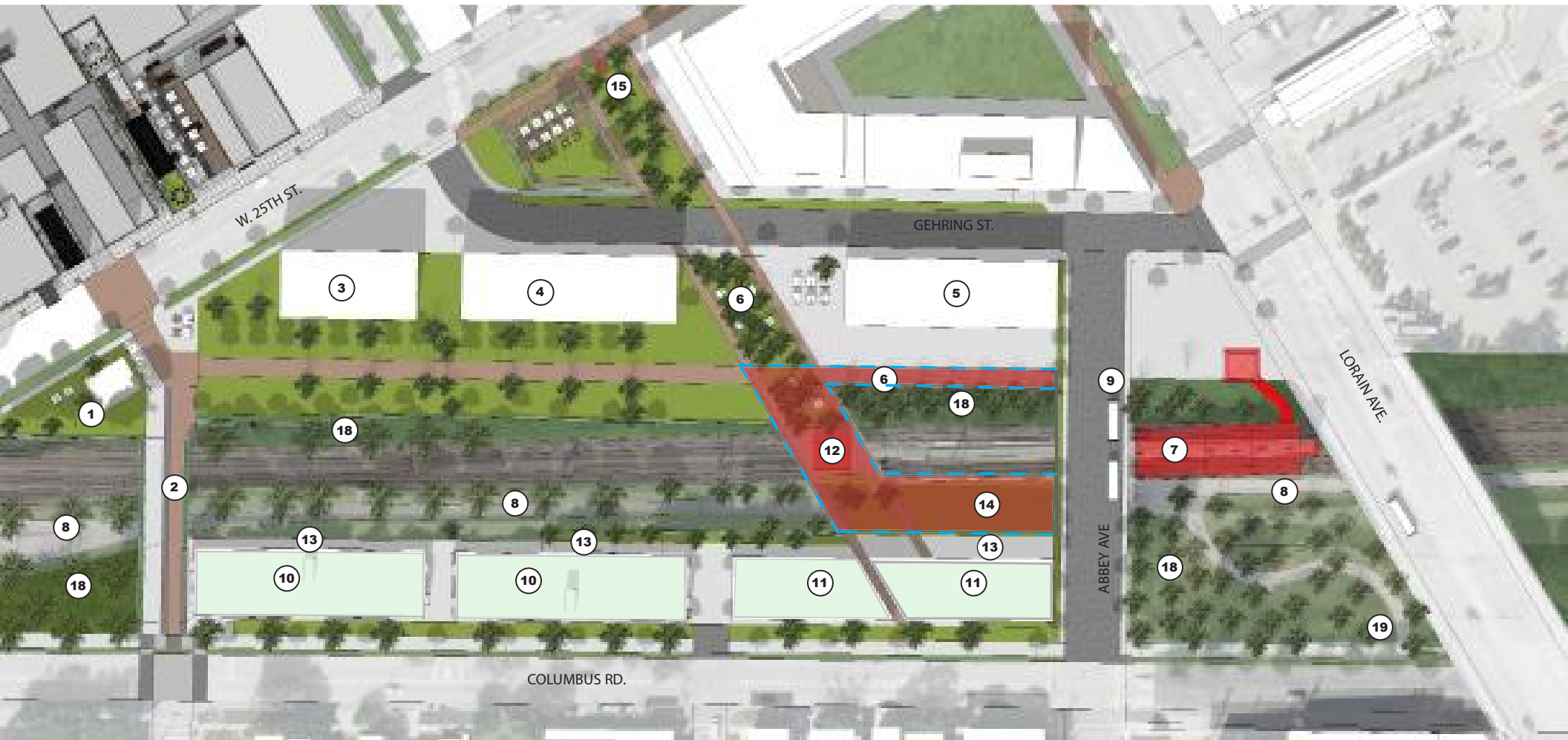
\_\_\_\_\_  
Janet E. Burney, General Counsel  
Deputy General Manager for Legal Affairs

AJAPPJR, LLC

By: \_\_\_\_\_  
Jori Maron, Manager

Date: \_\_\_\_\_

# Exhibit 3A



- 1. DOG PARK & CAFE: +/-1,300 SF
- 2. WILLEY PEDESTRIAN BRIDGE: TBD SF
- 3. HARBOR BAY PH 2 MIXED USE: TBD SF
- 4. HARBOR BAY PH 2 MIXED USE: TBD SF
- 5. EXISTING BUILDING: +/-10,600 SF
- 6. PEDESTRIAN PROMENADE
- 7. RED LINE PLATFORM
- 8. EXISTING RED LINE GREENWAY
- 9. RTA BUS STOP/VEHICULAR DROP OFF

- 10. 5 STORY RESIDENTIAL W/ GREEN ROOF  
RESIDENTIAL: +/-54,000 SF
- 11. 5-6 STORY RESIDENTIAL W/ GREEN ROOF  
RESIDENTIAL: +/-81,000 SF
- 12. ACCESS TO TRAIN PLATFORM
- 13. 1 STORY COMMERCIAL  
COMMERCIAL: +/-47,200 SF
- 14. FUTURE METRO PARKS DEVELOPMENT  
FLEX SPACE: +/-6,800 SF

15. BRT STATION

- FOREST SITE
- 18. EXISTING TREES (PRESERVED)
- 19. GREENWAY TRAILHEAD



**Proposed Area for Grant Funding**

RESOLUTION NO. 2023-94

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND USE AGREEMENT WITH AJAPPJR, LLC, AN OHIO LIMITED LIABILITY COMPANY

WHEREAS, on October 26, 2021, the Board of Trustees adopted Resolution 2021-97 to execute a binding Development and Use Agreement ("DUA") with ALAPPJR, LLC, an Ohio limited liability company, for the transit-oriented development of the Greater Cleveland Regional Transit Authority ("GCRTA") property located at the intersection of Columbus Road and Abbey Avenue in the City of Cleveland, Ohio (the "Property"), adjacent to the West 25<sup>th</sup> Street Rapid Transit Station ("TOD Project"); and

WHEREAS, on November 10, 2021, the GCRTA and AJAPPJR, LLC executed a binding DUA outlining the terms and conditions for the TOD Project; and

WHEREAS, both GCRTA and AJAPPJR, LLC determined it is in the best interest of both parties to amend the existing DUA to allow the parties to seek public funding in order to proceed with developing the TOD Project; and

WHEREAS, executing the First Amendment to the DUA is in full compliance with the stated real estate goals and objectives of the GCRTA and Federal Transit Administration; and

WHEREAS, the execution of the First Amendment will allow the TOD Project to proceed toward the stated goals and objectives of the DUA.

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, Chief Executive Officer is hereby authorized to execute a First Amendment to the Development and Use Agreement with AJAPPJR, LLC to advance the planning, design, construction, and operation of the TOD Project located at Columbus Road and Abbey Avenue, in Cleveland, Ohio, adjacent to the West 25<sup>th</sup> Street Rapid Transit Station.

Section 2. That the General Manager, Chief Executive Officer is hereby authorized to apply to the United States Department of Transportation, or to another public funding source that meets the terms of the First Amendment, for grant funding for the planning and/or construction of a bridge cap with pedestrian connections to the TOD and the West 25<sup>th</sup> Street Rapid Transit Station.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: November 28, 2023

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary-Treasurer



**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**  
**REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND**  
**FOR THE PERIOD ENDED OCTOBER 31, 2023 AND OCTOBER 31, 2022**

	CURRENT MONTH		YEAR TO DATE				
	October		2023	2022	CHANGE	% CHANGE	2023
	2023	2022	CHANGE				% OF TOTAL
<b>PASSENGER FARES:</b>							
CASH FARES	\$ 860,479	\$ 894,813	\$ (34,334)	\$ 8,240,848	\$ 246,053	2.99%	3.42%
PASS/TICKET SALES	631,766	388,646	243,120	5,209,569	709,327	13.62%	2.38%
STUDENT FARECARDS	400,847	3,750,427	(3,349,580)	4,376,350	(3,703,435)	(84.62%)	0.27%
U-PASS	117,590	-	117,590	2,513,745	(286,918)	(11.41%)	0.90%
MOBILE TICKETING	560,664	496,592	64,072	4,005,463	1,617,850	40.39%	2.26%
<b>TOTAL PASSENGER FARES</b>	<b>2,571,346</b>	<b>5,530,478</b>	<b>(2,959,132)</b>	<b>24,345,975</b>	<b>(1,417,123)</b>	<b>(5.82%)</b>	<b>9.23%</b>
<b>SALES AND USE TAX REVENUE:</b>							
SALES & USE TAX	21,432,375	22,504,525	(1,072,150)	211,175,611	6,443,524	3.05%	87.62%
<b>TOTAL SALES AND USE TAX REVENUE</b>	<b>21,432,375</b>	<b>22,504,525</b>	<b>(1,072,150)</b>	<b>211,175,611</b>	<b>6,443,524</b>	<b>3.05%</b>	<b>87.62%</b>
<b>OTHER REVENUE:</b>							
ADVERTISING/CONCESSIONS/COMMISSIONS	36,411	56,585	(20,174)	1,243,884	2,036,077	(38.91%)	0.50%
WAWING RIGHTS/LESS COMMISSIONS	-	-	-	436,515	416,863	4.71%	0.18%
RENTAL INCOME	23,858	19,120	4,738	259,199	19,652	(2.05%)	0.10%
INTEREST INCOME	131,111	89,254	41,857	513,125	651,273	126.92%	0.47%
OTHER	49,013	9,313	39,700	218,707	68,873	31.49%	0.12%
<b>TOTAL OTHER REVENUE</b>	<b>240,393</b>	<b>174,272</b>	<b>66,121</b>	<b>3,443,971</b>	<b>(57,721)</b>	<b>(1.68%)</b>	<b>1.36%</b>
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>							
FUEL/ENG/PROPANE TAX REFUNDS	-	51,090	(51,090)	1,393,496	468,147	33.60%	0.75%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	490	5,997	(5,507)	52,093	609,325	1169.69%	0.27%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	344,112	821,307	238.67%	0.47%
FEDERAL OPERATING ASSISTANCE	-	109,060	(109,060)	1,063,932	(1,629,533)	(96.77%)	0.01%
MISCELLANEOUS RECEIPTS	26,077	57,611	(31,534)	1,575,479	(856,081)	(54.34%)	0.29%
FEDERAL ARP	-	-	-	81,293,421	(81,293,421)	-	0.00%
<b>TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CA</b>	<b>26,567</b>	<b>223,758</b>	<b>(197,191)</b>	<b>4,442,277</b>	<b>(81,280,256)</b>	<b>(94.82%)</b>	<b>1.79%</b>
<b>TOTAL CASH RECEIVED - GENERAL FUND</b>	<b>\$ 24,270,681</b>	<b>\$ 28,433,033</b>	<b>\$ (4,162,352)</b>	<b>\$ 324,688,090</b>	<b>\$ 176,311,576</b>	<b>(23.50%)</b>	<b>100.00%</b>



**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

	CURRENT MONTH			YEAR TO DATE				
	BUDGET	ACTUAL	VARIANCE	%VARIANCE	BUDGET	ACTUAL	VARIANCE	%VARIANCE
<b>PASSENGER FARES:</b>								
CASH FARES	\$ 600,000	\$ 860,479	\$ 260,479	43.41%	\$ 6,900,000	\$ 8,486,961	\$ 1,586,961	23.00%
PASS/TICKET SALES	500,000	631,766	131,766	26.35%	6,400,000	5,918,896	(481,104)	(7.52%)
STUDENT FARECARDS	1,000	400,847	399,847	39984.70%	263,000	672,915	409,915	155.86%
U-PASS	100,000	117,590	17,590	17.59%	1,796,000	2,226,827	436,827	24.40%
MOBILE TICKETING	584,509	560,664	(23,845)	(4.08%)	5,625,068	5,623,313	(1,755)	(0.03%)
TOTAL PASSENGER FARES	1,785,509	2,571,346	785,837	44.01%	20,978,068	22,828,852	1,850,784	9.30%
<b>SALES AND USE TAX REVENUE:</b>								
SALES & USE TAX	22,909,607	21,432,375	(1,477,232)	(6.45%)	215,043,351	217,619,136	2,575,785	1.20%
TOTAL OPERATING SUBSIDIES	22,909,607	21,432,375	(1,477,232)	(6.45%)	215,043,351	217,619,136	2,575,785	1.20%
<b>OTHER REVENUE:</b>								
ADVERTISING/CONCESSIONS/COMMISSIONS	50,250	36,411	(13,839)	(27.54%)	2,039,641	1,243,884	(795,757)	(39.03%)
NAMING RIGHTS LESS COMMISSIONS	-	-	-	-	327,150	436,515	109,365	33.43%
RENTAL INCOME	50,000	23,858	(26,142)	(52.28%)	220,000	253,873	33,873	15.40%
INTEREST INCOME	50,000	131,111	81,111	162.22%	500,000	1,164,398	664,398	132.88%
OTHER	50,000	49,013	(987)	(1.97%)	980,000	287,580	(692,420)	(70.66%)
TOTAL OTHER REVENUE	200,250	240,393	40,143	20.05%	4,066,791	3,386,250	(680,541)	(16.73%)
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>								
FUEL/CNG/PROPANE TAX REFUNDS	-	-	-	-	950,000	1,861,643	911,643	95.96%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	10,000	490	(9,510)	(95.10%)	340,000	661,418	321,418	94.53%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	200,000	-	(200,000)	-	600,000	1,165,419	565,419	94.24%
FEDERAL OPERATING ASSISTANCE	-	-	-	-	-	34,399	34,399	-
MISCELLANEOUS RECEIPTS	140,000	26,077	(113,923)	(81.37%)	1,065,127	719,398	(345,729)	(32.46%)
FEDERAL ARP	-	-	-	-	-	-	-	-
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CA	350,000	26,567	(323,433)	(92.41%)	2,955,127	4,442,277	1,487,150	50.32%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 25,245,366	\$ 24,270,661	\$ (974,685)	(3.86%)	\$ 243,043,337	\$ 248,376,515	\$ 5,333,178	2.19%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
SALES AND USE TAXES  
ACTUAL RECEIPTS THROUGH NOVEMBER 2023**

MONTH RECEIVED	2021 ACTUAL	2022 ACTUAL	2023 ESTIMATE	2023 MONTHLY ACTUAL VERSUS 2023 MONTHLY ESTIMATE		2021 YTD ACTUAL	2022 YTD ACTUAL	2023 YTD ESTIMATE	2023 VERSUS 2023 YTD % CHANGE VARIANCE		
				2023 MONTH % CHANGE	2023 MONTHLY ESTIMATE				2023 YTD % CHANGE	2023 YTD % VARIANCE	
JANUARY	\$18,510,764	\$20,864,157	\$21,260,072	3.18%	1.35%	\$18,510,754	\$20,864,157	\$21,260,072	\$21,547,582	3.18%	1.35%
FEBRUARY	\$17,982,308	\$19,659,024	\$20,079,464	9.15%	6.87%	\$36,493,063	\$40,543,181	\$41,339,535	\$43,005,547	6.07%	4.03%
MARCH	\$20,664,587	\$23,821,641	\$24,250,431	7.42%	5.52%	\$57,157,650	\$64,364,822	\$65,589,966	\$68,594,441	6.57%	4.56%
APRIL	\$16,791,242	\$18,478,425	\$18,812,054	9.36%	7.43%	\$73,948,892	\$82,844,246	\$84,402,019	\$88,803,518	7.19%	5.21%
MAY	\$17,263,726	\$18,179,582	\$18,506,814	6.67%	4.79%	\$91,212,618	\$101,023,828	\$102,908,833	\$108,196,158	7.10%	5.14%
JUNE	\$21,214,064	\$22,678,424	\$23,086,636	(2.78%)	(4.50%)	\$112,426,682	\$123,702,252	\$125,995,469	\$130,243,371	5.29%	3.37%
JULY	\$20,766,562	\$22,245,190	\$22,645,803	(9.04%)	(10.65%)	\$133,193,263	\$145,947,442	\$148,641,072	\$150,476,711	3.10%	1.23%
AUGUST	\$21,522,576	\$22,004,701	\$22,400,786	1.24%	(9.55%)	\$154,715,839	\$167,952,143	\$171,041,858	\$172,765,262	2.86%	1.00%
SEPTEMBER	\$21,976,295	\$20,718,943	\$21,091,884	13.09%	11.09%	\$176,692,135	\$188,671,086	\$192,133,742	\$196,186,760	3.98%	2.11%
OCTOBER	\$21,490,445	\$22,504,525	\$22,909,607	(4.76%)	(6.45%)	\$198,182,580	\$211,175,612	\$215,043,349	\$217,619,135	3.05%	1.20%
NOVEMBER	\$20,326,433	\$21,022,885	\$21,222,252	2.84%	1.87%	\$218,509,013	\$232,198,497	\$236,265,601	\$239,238,095	3.03%	1.26%
DECEMBER	\$20,832,735	\$22,755,868	\$22,773,184								
<b>TOTAL</b>	<b>\$239,341,749</b>	<b>\$254,954,365</b>	<b>\$259,038,785</b>								

**Summary:**

**Month**

2.84% (\$596,075) higher than November 2022 Actual  
1.87% (\$396,708) higher than November 2023 estimate

**YTD**

3.03% (\$7,039,598) higher than 2022 Actual  
1.26% (\$2,972,494) higher than 2023 estimate

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 INVENTORY OF TREASURY INVESTMENTS  
 AS OF OCTOBER 31, 2023

FUND	DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	10/31/2023	11/1/2023	MONEY MARKET	HUNTINGTON BANK	1	\$ 9,803,485	\$ -	1	5.00%
TOTAL BOND RETIREMENT FUND						\$ 9,803,485	\$ -		5.00%
GENERAL FUND	10/31/2023	11/1/2023	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$ 94,573	\$ -	1	2.70%
	3/1/2024	3/1/2024	FFCB	STIFEL NICOLAUS	1095	4,997,500	8,472	121	0.25%
	1/27/2022	1/27/2025	FHLB	STIFEL NICOLAUS	1095	3,000,000	15,700	453	1.20%
	4/22/2002	4/22/2025	FHLB	STIFEL NICOLAUS	1095	3,000,000	108,500	538	3.00%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	8,167,887	141,284	603	3.33%
	10/31/2023	11/1/2023	STAR OHIO	STATE OF OHIO	1	20,827,287	-	1	5.71%
	10/31/2023	11/1/2023	EMPLOYEE ACTIVITY FUND	KEY BANK	1	297,034	-	1	2.70%
	10/31/2023	11/1/2023	PNC CUSTODY ACCOUNT	PNC BANK	1	670,316	-	1	5.24%
	10/31/2023	11/1/2023	SALES TAX ACCOUNT	HUNTINGTON BANK	1	27,867	-	1	5.00%
	10/31/2023	11/1/2023	KEY ECR	KEY BANK	1	2,684,585	-	1	2.70%
TOTAL GENERAL FUND						\$ 43,767,450	\$ 273,956		3.93%
INSURANCE FUND	10/31/2023	11/1/2023	STAR OHIO	STATE OF OHIO	1	\$ 2,775,153	\$ -	1	5.71%
TOTAL INSURANCE FUND	10/31/2023	11/1/2023	KEY ECR	KEY BANK	1	\$ 530	\$ -	1	2.70%
LAW ENFORCEMENT FUND	10/31/2023	11/1/2023	KEY ECR	KEY BANK-SWEEP	1	\$ 44,269	\$ -	1	2.70%
TOTAL LAW ENFORCEMENT FUND	10/31/2023	11/1/2023	STAR OHIO	STATE OF OHIO	1	\$ 319,992	\$ -	1	5.71%
LOCAL MATCH FUND	10/31/2023	11/1/2023	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$ 55,020,718	\$ -	1	5.71%
	3/28/2022	6/28/2024	FHLB	STIFEL NICOLAUS	546	2,344,125	10,418	247	1.79%
	3/14/2022	3/10/2025	FFCB	STIFEL NICOLAUS	1090	4,981,225	28,829	524	2.00%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1083	9,997,110	349,056	647	3.06%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	15,000,000	259,463	533	3.33%
	8/30/2022	8/28/2025	FHLB	STIFEL NICOLAUS	1095	15,000,000	866,667	697	4.00%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	36,431	729	4.30%
	10/24/2022	4/4/2025	FHLMC	STIFEL NICOLAUS	891	1,133,865	68,258	549	5.04%
	10/27/2022	10/27/2025	FHLB	STIFEL NICOLAUS	1094	2,077,920	578	756	5.04%
	10/28/2022	10/28/2025	FHLMC	STIFEL NICOLAUS	1294	1,498,500	638	756	5.14%
	12/16/2022	12/16/2024	FHLMC	HILLTOP SECURITIES	730	5,000,000	179,861	76	5.00%
	1/17/2023	1/17/2025	FHLMC	HILLTOP SECURITIES	730	4,800,000	70,667	414	5.00%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
INVENTORY OF TREASURY INVESTMENTS  
AS OF OCTOBER 31, 2023

FUND	DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
LOCAL MATCH FUND-Cont	2/17/2023	11/17/2025	FFCB	STIFEL NICOLAUS	1003	5,000,000	234,668	777	5.33%
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	910	10,000,000	438,472	666	5.13%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	5,000,000	215,326	911	5.06%
	3/6/2023	3/6/2026	FHLB	STIFEL NICOLAUS	1095	5,000,000	96,607	953	6.00%
	10/31/2023	11/1/2023	PNC CUSTODY ACCOUNT	PNC BANK	1	38,250	-	1	5.24%
	10/31/2023	11/1/2023	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	1	70,312	-	1	2.70%
	10/31/2023	11/1/2023	GRANT-ECR	KEY BANK	1	51,199	-	1	2.70%
	10/31/2023	11/1/2023	CATCH BASIN-KEY ECR	KEY BANK	1	102,686	-	1	2.70%
TOTAL LOCAL MATCH FUND						\$ 148,145,910	\$ 2,855,997		4.75%
PENSION FUND	10/31/2023	11/1/2023	KEY ECR	KEY BANK	1	\$ 1,038	\$ -	1	2.70%
TOTAL PENSION FUND	10/31/2023	11/1/2023	STAR OHIO	STATE OF OHIO	1	\$ 1,382,799	\$ -	1	5.71%
RTA CAPITAL FUND	10/31/2023	11/1/2023	KEY ECR	KEY BANK	1	\$ 156,692	\$ -	1	2.70%
	5/2/2022	4/30/2024	US TREASURY NOTE	HILLTOP SECURITIES	513	4,994,198	147,917	243	2.56%
	3/25/2022	9/25/2024	FHLB	STIFEL NICOLAUS	913	1,845,375	8,723	328	1.85%
	3/28/2022	3/28/2024	FHLB	STIFEL NICOLAUS	454	1,845,375	7,665	148	1.70%
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	5,000,000	29,324	297	0.43%
	10/31/2023	11/1/2023	PNC CUSTODY ACCOUNT	PNC BANK	1	62,500	-	1	5.24%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	3,000,000	-	332	0.57%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	2,000,000	982	332	0.57%
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	2,000,000	3,832	156	0.33%
TOTAL RTA CAPITAL FUND						\$ 20,904,140	\$ 198,442		1.23%
RESERVE FUND	3/23/2022	11/30/2023	US TREASURY NOTE	HILLTOP SECURITIES	616	\$ 4,875,994	\$ 14,931	61	2.00%
	4/14/2022	4/14/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	72,552	791	2.63%
	6/30/2022	6/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	89,931	577	3.50%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	36,431	629	4.30%
	8/30/2022	8/28/2024	FHLB	HILLTOP SECURITIES	393	5,000,000	65,104	307	3.75%
	12/9/2021	12/9/2024	FFCB from GF	STIFEL NICOLAUS	1095	4,994,785	19,000	374	0.96%
	5/23/2022	5/23/2025	FHLB from GF	STIFEL NICOLAUS	1095	5,000,000	72,674	570	3.25%
	8/26/2022	2/28/2024	FHLB from GF	HILLTOP SECURITIES	551	5,000,000	230,775	298	3.62%
	11/15/2021	11/15/2024	US TREASURY from GF	STIFEL NICOLAUS	1095	4,995,508	37,917	381	0.78%
	1/27/2023	1/27/2026	FHLMC	STIFEL NICOLAUS	1095	5,000,000	113,014	579	5.15%
	2/15/2023	6/28/2024	FHLB	STIFEL NICOLAUS	511	938,537	26,010	225	5.03%
	2/17/2023	11/17/2025	FFCB	STIFEL NICOLAUS	1003	5,000,000	234,668	719	5.33%
	2/24/2023	12/20/2024	FHLB	HILLTOP SECURITIES	668	5,000,000	94,053	391	5.25%
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	911	5,000,000	219,236	605	5.13%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	5,000,000	215,326	635	5.06%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	10,000,000	447,708	635	5.27%
	3/6/2023	3/6/2026	FHLB	STIFEL NICOLAUS	1095	10,000,000	193,333	856	6.00%
	6/16/2023	5/18/2026	FHLMC	HILLTOP SECURITIES	1095	5,000,000	147,197	933	5.36%
	6/22/2023	12/27/2024	FHLMC	STIFEL NICOLAUS	552	5,000,000	144,000	390	5.40%
	7/17/2023	7/17/2026	FFCB	STIFEL NICOLAUS	1095	5,000,000	136,267	958	5.88%
	10/31/2023	11/1/2023	KEY ECR	KEY BANK	1	5,078	-	1	2.70%
	10/31/2023	11/1/2023	STAR OHIO	STATE OF OHIO	1	51,535,102	-	1	5.71%
TOTAL RESERVE FUND						\$ 157,345,004	\$ 2,610,137		4.75%
GRAND TOTAL ALL FUNDS						\$ 384,429,770	\$ 5,938,531	349	4.48%



**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
DEBT SERVICE SCHEDULE AND STATUS  
AS OF OCTOBER 31, 2023**

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2022	Interest Payable 6/1/2023	Principal Payable 6/1/2023	Debt Service Requirement 6/1/2023	Interest Payable 12/1/2023	Principal Payable 12/1/2023	Debt Service Requirement 12/1/2023	Total Debt Requirement 2023
Series 2014A-Sales Tax Rev.	Dec. 2026	\$ 5,040,000	\$ 109,100	\$ -	\$ 109,100	\$ 109,100	\$ 1,610,000	\$ 1,719,100	\$ 1,828,200
Series 2015-Sales Tax Rev.	Dec. 2026	15,935,000	398,375	-	398,375	398,375	3,700,000	4,098,375	4,496,750
Series 2016-Sales Tax Rev.	Dec. 2027	6,910,000	172,750	-	172,750	172,750	1,250,000	1,422,750	1,595,500
Series 2019-Sales Tax Rev.	Dec. 2030	10,030,000	250,750	-	250,750	250,750	1,050,000	1,300,750	1,551,500
<b>Total Bonds</b>		<b>\$ 37,915,000</b>	<b>\$ 930,975</b>	<b>\$ -</b>	<b>\$ 930,975</b>	<b>\$ 930,975</b>	<b>\$ 7,610,000</b>	<b>\$ 8,540,975</b>	<b>\$ 9,471,950</b>

**Bond Retirement**  
**\$9,803,485**

**Current Balance (Set Aside for 2023)**

**Monthly Set Aside Required**  
**\$0**

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
SUMMARY OF INVESTMENT PERFORMANCE  
YEAR TO DATE THROUGH OCTOBER 31, 2023

MONTH	2023				2022					
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MONEYMKT YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
JANUARY	\$ 373,600,888	\$ 1,098,754	3.73%	4.26%	4.19%	\$ 286,544,522	\$ 37,367	0.19%	0.16%	0.01%
FEBRUARY	375,262,233	1,025,329	3.96%	4.58%	4.43%	300,470,796	41,380	0.25%	0.25%	0.01%
MARCH	378,391,518	1,443,221	4.11%	4.71%	4.69%	286,315,650	64,394	0.43%	0.42%	0.10%
APRIL	380,299,265	1,438,394	4.19%	4.82%	4.89%	298,367,804	109,508	0.56%	0.63%	0.10%
MAY	383,959,381	1,472,643	4.30%	4.93%	4.93%	346,505,648	283,066	1.05%	0.88%	0.50%
JUNE	392,381,272	1,166,634	4.30%	5.06%	4.97%	359,979,169	366,367	1.64%	1.26%	1.17%
JULY	382,652,131	1,296,004	4.38%	5.19%	5.14%	359,468,838	548,323	2.06%	1.64%	1.76%
AUGUST	382,269,606	2,518,463	4.29%	5.20%	5.28%	350,687,979	755,153	2.20%	2.09%	2.09%
SEPTEMBER	381,897,054	1,211,934	4.46%	5.39%	5.21%	363,347,871	508,240	2.69%	2.56%	2.78%
OCTOBER	375,047,705	1,143,375	4.47%	5.43%	5.19%	355,748,894	1,302,763	2.87%	3.08%	2.97%
NOVEMBER						369,046,114	861,617	3.24%	3.57%	3.26%
DECEMBER						376,464,232	1,146,716	3.60%	3.93%	4.17%
YEAR TO DATE	\$ 379,368,611	\$ 13,804,751	4.22%	4.96%	4.89%	\$ 365,933,723	\$ 6,014,894	1.74%	1.71%	1.58%
RTA AVERAGE YIELDS OVER (UNDER) INDEX				-0.74%	-0.67%				0.03%	0.16%

# Moving average coupon-equivalent yields for 6 month Treasury Bills.

# Market Yield equals US Treasury Money Fund 7 Day Yield

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
AS OF OCTOBER 31, 2023**

<b>BOND RETIREMENT FUND</b>	
HUNTINGTON MONEY MARKET	\$ 39,840.80
TOTAL OCTOBER	<u>\$ 39,840.80</u>
2023 YEAR TO DATE	266,421.61
2022 YEAR TO DATE	52,643.39
<b>GENERAL FUND</b>	
HUNTINGTON-SALES TAX ACCOUNT	\$ 112.44
STAROHIO	56,609.63
KEY BANK SWEEP ACCOUNT	15,005.27
FHLB	45,000.00
FHLB	8,550.00
PNC CUSTODY ACCOUNT	5,566.09
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT	267.62
TOTAL OCTOBER	<u>\$ 131,111.05</u>
2023 YEAR TO DATE	1,164,399.24
2022 YEAR TO DATE	513,125.27
<b>INSURANCE FUND</b>	
STAROHIO	\$ 10,656.24
TOTAL OCTOBER	<u>\$ 10,656.24</u>
2023 YEAR TO DATE	197,116.12
2022 YEAR TO DATE	66,934.47
<b>LAW ENFORCEMENT FUND</b>	
KEY BANK SWEEP ACCOUNT	\$ 23.61
STAROHIO	1,502.46
TOTAL OCTOBER	<u>\$ 1,526.07</u>
2023 YEAR TO DATE	9,686.74
2022 YEAR TO DATE	540.11
<b>LOCAL MATCH FUND</b>	
STAROHIO-LOCAL MATCH	\$ 234,707.91
FHLMC	28,375.00
FHLMC	38,250.00
FHLB	107,500.00
FHLB	52,000.00
KEY BANK SWEEP ACCOUNT	5,053.77
TOTAL OCTOBER	<u>\$ 465,886.68</u>
2023 YEAR TO DATE	4,339,715.73
2022 YEAR TO DATE	1,021,097.48
<b>PENSION FUND</b>	
STAROHIO	\$ 6,492.68
KEY BANK SWEEP ACCOUNT	1.72
TOTAL OCTOBER	<u>\$ 6,494.40</u>
2023 YEAR TO DATE	57,260.55
2022 YEAR TO DATE	12,840.03
<b>EMPLOYEE ACTIVITY ACCOUNT</b>	
KEY BANK MONEY MARKET	\$ 474.50
TOTAL OCTOBER	<u>\$ 474.50</u>
2023 YEAR TO DATE	1,303.06
2022 YEAR TO DATE	21.51
<b>RTA CAPITAL FUND</b>	
FFCB	\$ 3,300.00
US TREASURY NOTE	\$ 62,500.00
FHLB	5,700.00
KEY BANK SWEEP ACCOUNT	2,119.52
TOTAL OCTOBER	<u>\$ 73,619.52</u>
2023 YEAR TO DATE	229,265.34
2022 YEAR TO DATE	140,602.74

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
AS OF OCTOBER 31, 2023**

<b>RESERVE FUND</b>	
STAROHIO	\$ 240,977.42
FHLB	65,625.00
FHLB	107,500.00
KEY BANK SWEEP ACCOUNT	194.31
TOTAL OCTOBER	<u>\$ 414,296.73</u>
2023 YEAR TO DATE	4,664,319.16
2022 YEAR TO DATE	817,194.27
<b>TOTAL ALL FUNDS</b>	
OCTOBER 2023	\$ 1,143,905.99
2023 YEAR TO DATE	\$ 10,929,487.55
2022 YEAR TO DATE	\$ 2,624,999.27

	<u>OCTOBER</u>	<u>2023 YEAR TO DATE</u>
INTEREST RECEIVED (CASH BASIS)	\$ 1,143,905.99	\$ 10,929,487.55
ACCRUED INTEREST:		
BEGINNING:	(4,452,289.72)	(1,576,293.00)
ENDING	5,938,531.16	5,938,531.16
TOTAL INTEREST INCOME EARNED	<u>\$ 2,630,147.43</u>	<u>\$ 15,291,725.71</u>
AVERAGE INVESTMENT BALANCE (COST BASIS):	\$ 375,047,705	\$ 379,358,611
AVERAGE YIELD ON INVESTMENTS:	4.48%	4.22%

**COMPOSITION OF INVESTMENT PORTFOLIO  
AS OCTOBER 31, 2023**

Instrument:	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$ 10,978,115	\$ 10,978,115	2.86%	4.93%	1
Key Bank Sweep Account	14,269	14,269	0.00%	2.70%	1
Star Ohio	132,861,051	132,861,051	34.56%	5.71%	1
Earnings Credit Rate Account	3,072,120	3,072,120	0.80%	2.70%	1
U.S. Government Securities	237,504,215	237,755,000	61.78%	3.84%	604
<b>Total Investment Portfolio</b>	<b>\$ 384,429,771</b>	<b>\$ 384,680,556</b>	<b>100.00%</b>	<b>4.48%</b>	<b>349</b>

Greater Cleveland Regional Transit Authority  
 Banking and Financial Relationships  
 As of October 31, 2023

Bank/Financial Institution	Nature of relationship
Key Bank	Main banking services
PNC Bank	Custodial Account and Credit card
Fifth Third	Escrow Account
Huntington Bank	Bond Retirement and Sales Tax Account Underwriter STAR Ohio-Investments
Bank of New York Mellon	Bond Registrar
BMO Harris Bank	Fuel Hedge

**NOTE:**

This information is being provided for applicable individuals to be in compliance with:  
 Ohio Revised Code Sections 102.03(D) and (E)  
 Ohio Ethics Commission Informal Opinion Number 2003-IMF-0224-1  
 Ohio Ethics Commission Staff Advisory Opinion to Sheryl King Benford (DGM - Legal Affairs) dated May 6, 2020  
 Ohio Ethics Commission Opinion Number 2011-08  
 Ohio Ethics Commission Staff Advisory Opinion to R. Brent Minney dated March 27, 2012

Please refer to Chapter 656 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority (Travel Policy), Administrative Procedure 024 and Board of Trustees Resolution No. 2020-80 for additional information.