



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 on **Tuesday, September 26, 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 via the meeting date for staff and members of the public. Members of the public may attend in person.

Based on Centers for Disease Control ("CDC") guidance to avoid crowded places where you cannot stay six feet away from others and Ohio Department of Public Health advice regarding congregating and social distancing, as well as RTA's interest in protecting community and employee health and safety, RTA Board Room and Meeting Room 1 capacity is limited to thirty-six (36) people to allow for social distancing. To accommodate members of the public, RTA will limit the number of staff permitted in the Board Room. All persons entering RTA's Main Office Building ("MOB") at 1240 West 6th Street are required to maintain a distance of six feet or more from other individuals who are not members of their family or household.

As a result of a federal court order on April 18, 2022, the CDC's January 29, 2021 order requiring masks on public transportation conveyances and at transportation hubs is no longer in effect. The CDC continues to recommend that people wear masks in indoor public transportation settings at this time. As a result, GCRTA recommends, but will not require, that members of the public wear a mask/face covering.

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

9:00 A.M. Committee of The Whole

- Executive Session Requested – To consider the appointment of a public employee or official.
- Office of the Vice President – Nominations and election of the Office of Vice President.
- Civilian Oversight Committee - Discussion of appointment of seven (7) members to the Civilian Oversight Commission.
- Code of Conduct – Code of Conduct for Board-Appointed Committee Members

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 COMMITTEE OF THE WHOLE BOARD

Tuesday, September 26, 2023

Committee Members: President Charles P. Lucas, Chair
 TBD, Vice Chair
 Mayor Anthony D. Biasiotta
 Mr. Terence P. Joyce
 Mayor Paul A. Koomar
 Ms. Calley Mersmann
 Mr. Jeffrey W. Sleasman
 Mayor David E. Weiss
 Ms. Lauren R. Welch


- I. Roll Call
- II. Executive Session Requested - to consider the appointment of a public employee or official.
- III. Office of the Vice President - Nominations and election of the Office of Vice President.
- IV. Civilian Oversight Committee - Discussion of appointment of seven (7) members to the Civilian Oversight Commission.

 Presenter:
 - Dr. Floun'say R. Caver, Chief Operating Officer, Deputy General Manager, Operations Division
- V. Code of Conduct – Code of Conduct for Board-Appointed Committee Members.

 Presenters:
 - Dr. Floun'say R. Caver, Chief Operating Officer, Deputy General Manager, Operations Division
 - John Sulik, Associate Counsel II
- VI. Adjourn



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

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

Date: September 21, 2023

Subject: Discussion of appointment of seven (7) members to the Civilian Oversight
Committee

At the September 26, 2023, Committee of the Whole special meeting, staff, on behalf of the Board of Trustees Ad Hoc Selection Committee for the Civilian Oversight Committee ("COC"), will present the recommended initial seven (7) appointments for membership to the Civilian Oversight Committee, with the proposed initial terms for each member. The recommended appointments and terms are as follows:

Three (3) Year Terms

Auvil, Elise: Elise has served as an assistant public defender in both Philadelphia and Cleveland and served as an associate counsel for GCRTA from 1997 to 2003. Elise was also the former Chief of Staff for Mayor Justin Bibb. Elise is currently the Human Resources Consultant for EHA Solutions, Ltd. and has held that role for 8 years.

Gordon, Jakolya: Jakolya has been a member of various community organizations including the Cuyahoga County Child Fatality Review Committee, Alliance for HOPE International, and the Alcohol, Drug, Addiction, & Mental Health Services Board. Jakolya currently works as a program specialist for the Cuyahoga County Public Safety & Justice Services and has held that role for 13 years.

Taylor, George (OPOTA trained, retired police officer): George is a retired uniformed police officer who served the Toledo Police Department for more than 30 years. After retiring from service as a police officer, George continued to serve the community in various roles such as the Director of Public Safety and Justice Services for Cuyahoga County and the Chief Deputy of the Cuyahoga County Sheriff's Department.

Two (2) Year Terms

Clary, Timothy: Timothy has experience working as an attorney in a private firm handling litigation as well as serving as an assistant prosecuting attorney for Cuyahoga County. Presently, Timothy is working as an assistant public defender in the Cuyahoga County Public Defender's Office.



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Sims, Steven: Steven has engaged in public service throughout Cuyahoga County and Cleveland in various roles, including at GCRTA as the Director of the Office of Business Development. Steven currently serves as the President/CEO of the Greater Cleveland Community Credit Union, a financial institution focused on serving the unbanked and underserved communities of Cuyahoga County.

One (1) Year Term

Morris, David: David has 20+ years of HR experience, with job duties and responsibilities including handling investigations of employee misconduct and citizen complaints. David presently works as the Human Resources Manager for the City of Bedford Heights.

Wharton, Rebecca: Rebecca presently works as the HR manager for Malachite Innovations, L.L.C. and has responsibility and oversight of over 60 company clients. Rebecca has a history working in a multitude of HR-related positions including the management of all aspects of HR duties and responsibilities. Rebecca also worked as a constituent liaison for the State of Ohio's Department of Public Safety.

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


IBT/FC



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Interoffice Memo

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

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

Date: September 21, 2023

Subject: Code of conduct for Board-Appointed Committee

At the September 26, 2023, Committee of the Whole special meeting, staff, on behalf of the Board of Trustees Ad Hoc Selection Committee for the Civilian Oversight Committee ("COC"), will present the recommended Code of Conduct for any Board-appointed Committee comprised of members of the public. A copy of the recommended Code of Conduct is enclosed.

Additionally, staff, on behalf of the Board of Trustees Ad Hoc Selection Committee for the COC, will present the recommendation that the COC members be required to take an oath prior to commencing their duties as members. A copy of the recommended oath is enclosed.

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

IBT/FC

Enclosures



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BOARD-APPOINTED COMMITTEE MEMBER CODE OF CONDUCT

As a citizen appointed as a Member of a Committee of the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("GCRTA"), you are considered a representative of the public. The Board supports and expects that its public servants, paid or volunteer, are committed to the highest ideals, quality service, and proper conduct. By signing this Code of Conduct, you agree to the following:

1. I will be present for all required meetings of my Committee, to the extent possible.
2. I will take necessary steps to be informed about issues being considered by my Committee.
3. I will respect the rights, dignity, and worth of all citizens, peers, public officials, and GCRTA employees.
4. I will be a positive role model and actively promote public confidence in GCRTA through my actions.
5. I will welcome, respect, and consider divergent points of view.
6. My language, manner, preparation, and follow-through will demonstrate courtesy and professionalism.
7. I will not represent myself as having any greater authority than that of a Committee member.
8. I will carefully avoid conflicts of interest and will refrain from taking any actions that may be perceived as a conflict of interest.
9. I will accept feedback from the Board in order to offer the most effective service in my role.
10. I will not accept any compensation for my service to GCRTA other than that which may be authorized by the Board, and I will not accept anything of value from any third party for performing my duties.
11. I will not make any effort to influence Board members or GCRTA officials or employees to act in a manner benefiting my personal and/or financial interests.
12. I understand that failure to adhere to this Code of Conduct may result in my dismissal or non-reappointment.

Printed Name:

Board/Committee:

Signature: _____ Date: _____



Greater Cleveland
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**OATH OF OFFICE OF MEMBER
OF THE CIVILIAN OVERSIGHT COMMITTEE OF
THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY**

I, [INSERT NAME], do hereby solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Ohio and that I will honestly, faithfully and impartially perform the duties required of me as a member of the Civilian Oversight Committee of the Greater Cleveland Regional Transit Authority.

[INSERT NAME]

SWORN TO BEFORE ME and subscribed in my presence this [DATE]TH day of [MONTH], 2023.

[NOTARY NAME]
Notary Public
My commission has no expiration date
Section 147.03 O.R.C.

Date:

Seal of Officer
Administering Oath



AGENDA

RTA Board of Trustees Meeting

Tuesday, September 26, 2023

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the August 29, 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: Mr. Terence P. Joyce
11. Community Advisory Committee (CAC)
 - Board Liaison: Ms. Lauren R. Welch
12. Ad Hoc Committee reports:
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Mr. Jeffrey W. Sleasman, Chair
13. Introduction of new employees and announcement of promotions
14. Introduction of resolutions:
 - A. 2023-72 – Expressing appreciation to Karen Gabriel Moss for her 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

- B. 2023-73 – Initial appointments of the seven members to the Civilian Oversight Committee
- C. 2023-74 – Delegating to the General Manager, Chief Executive Officer the authority to authorize change orders up to \$6,500,000.00 under Contract No. 2021-125 - the purchase of replacement rail cars
- D. 2023-75 – Authorizing Contract No. 2023-98 with Cook Paving & Construction Co., Inc. for Project 19.48 – Triskett Maintenance Facility Roadway Improvements in an amount not to exceed \$237,680.00 (RTA Development Fund, Engineering & Project Development Department budget)
- E. 2023-76 – Authorizing Contract No. 2023-109 with Apex Construction & Management Co., Inc. for Project No. 19.76 – Triskett Garage Overhead Door Replacement in an amount not to exceed \$134,750.00 (RTA Capital Fund, Engineering & Project Development Department budget)
- F. 2023-77 – Authorizing Contract No. 2023-130 with Holland LP to provide Track Geometry Testing Services in an amount not to exceed \$420,500.00 for a period of five (5) years (General Fund, Power & Way Department budget)
- G. 2023-78 – Removing Chapter 462 Private Sector Participation from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- H. 2023-79 – Removing Section 648.07 Safety Policy and amending Chapter 1098 Commitment on Environmental Policy of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and amending Personnel Policy 600.07 Safety Policy
- I. 2023-80 – Authorizing the Greater Cleveland Regional Transit Authority to enter into a five-year license agreement with Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH for Outdoor Advertising Structures at five (5) locations on GCRTA property

15. Secretary-Treasurer's Report:

- A. General Fund Revenue – status as of August 31, 2023 versus 2022 actuals
- B. General Fund Revenue – status as of August 31, 2023 versus the 2023 budget
- C. Sales & Use Tax Receipts Report budgeted during 2023, actual receipts through September 2023
- D. Inventory of Treasury Investments as of August 31, 2023
- E. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of August 31, 2023

- F. Summary of Investment Performance, Year to Date through August 31, 2023
 - G. Report on Investment Earnings (cash basis) as of August, 2023
 - H. Composition of Investment Portfolio as of August 31, 2023
 - I. Banking and Financial Relationships as of August 31, 2023
16. General Manager's Report
 17. President's Report
 18. Old Business
 19. New Business
 20. 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
 21. The next regular Board meeting is scheduled for **Tuesday, October 31, 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) by clicking the meeting date. The public is welcome to attend in person.
 22. Adjournment

Minutes

RTA Board of Trustees Meeting

9:57 a.m. August 29, 2023

Board Members: Lucas (Chair), Moss (Vice Chair), Joyce, Koomar, Sleasman, Weiss, Welch

Not present: Biasiotta, Mersmann

Staff/Other: Bailey, Birdsong Terry, Burney, Caver, Clark, Coffey, Dangelo, Davidson, Fields, Fleig, Freilich, Garofoli, Gautam, Hlavacs, Hudson, Jones, Lincoln, Miller, Mothes, Rubin, Schipper, Sulik, Talley, Walker Minor, Wiehe

Public: Buford, Gibbons, Jackson, Pickney-Butts, Rodriquez

The meeting was called to order at 9:57 a.m. There were seven (7) Board members present.

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 July 25, 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. Rev. Pinkney-Butts – she supports reso 2023-63. She thanked RTA for being environmentally safe. She asks that RTA be aware of human trafficking. She requested more information on resos 2023-66, 2023-68, 2023-69 and 2023-70.
2. Rico Dancy (caller) – he is concerned about operators not letting down the lift for people with walkers. Ms. Terry said they have a campaign to train the operators on using the lifts.
3. Airric Stewart (caller) – he asks that the 15A be reinstated. This would reduce wait times, increase ridership and give access to retail, schools, colleges and libraries. The 48A would also be improved. Every number counts in the Customer Experience survey Net Promotor scores. An explanation of the scores would also be helpful. Numbers should be provided as opposed to percentages. Ms. Terry said they will drill down on reasons provided by the public and numbers are reviewed at the tactical level.

Committee Reports

There were no reports.

Community Advisory Committee (CAC)

There was no report.

Ad Hoc Committee Reports

There were no reports.

Introduction of New Employees/Promotions

There were 63 new hires for various positions. Eight employees were promoted.

Introduction of Resolutions:

- A. 2023-63 – Authorizing an increase to Contract No. 2022-001 with the John F. Gallagher Plumbing Company for Project 19.27 – Hayden Garage HVAC Replacement in the amount of \$115,567.00 for a total contract amount of \$602,285.18 and reinstating the General Manager, Chief Executive Officer's change order signing authority in its entirety (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Moss, seconded by Mayor Koomar and approved by unanimous vote.

Ms. Moss asked for clarification on the change order. She is concerned that the contractor underbid but is still getting the money under a change order. Mr. Schipper said during the bidding process, to meet the new standards, the proposed units were bigger than the platforms the old units sat on. To safely and properly maintain the units, staff needed to add some platform around the units. Ms. Terry added that reducing change orders is one of their tactical goals.

- B. 2023-64 – Authorizing Contract No. 2023-106 with Valley Chevy Truck Inc. for the purchase and delivery of eight (8) 2024 Chevy full size pickup trucks, equipment and accessories, as specified, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program, for a total price not to exceed \$589,121.00 (RTA Capital Fund, Fleet Management Department budget), the adoption of which was moved by Mayor Weiss, seconded by Mr. Joyce and approved by unanimous vote.
- C. 2023-65 – Authorizing Contract No. 2023-114 with the Ohio Department of Administrative Services, Office of Information Technology, Multi-Agency Radio Communication System ("MARCS") to provide 700/800mhz wireless digital radio network subscription services in an amount not to exceed \$1,200,000.00 for a period of three years (General Fund, Intelligent Transportation Systems Department budget), the adoption of which was moved by Mayor Weiss, seconded by Ms. Welch and approved by unanimous vote.
- D. 2023-66 – Authorizing Contract No. 2023-123 with Oracle America, Inc. to provide Oracle Infrastructure as a Service Subscription Services, for a period of one year, in an amount not to exceed \$225,000.00 (General Fund, Management Information Services Department budget), the adoption of which was moved by Ms. Moss, seconded by Mr. Sleasman and approved by unanimous vote.

Ms. Dangelo said this is the annual renewal subscription service to allow us to have licensing of the cloud version of Oracle. Mr. Gautam added this is a key software for the Authority's financial accounting management system.

- E. 2023-67 – Authorizing the purchase of casualty insurance from various insurance underwriters through USI Insurance Services, LLC and Price Forbes & Partners Limited, or their successors, for a period of 12 months, in a total amount not to exceed \$2,163,038.00 (Insurance and General Funds, Risk Management Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mayor Weiss and approved by unanimous vote.
- F. 2023-68 – Amending Chapter 216 Public Records and removing Chapter 650 Records Retention of the Codified Rules and Regulations of the Greater Cleveland Regional Transit

Authority and amending Personnel Policy 700 Records Retention and Release, the adoption of which was moved by Mr. Joyce, seconded by Mayor Weiss and approved by unanimous vote.

Ms. Hlavacs, Senior Counsel for Contracts, Real Estate and Administrative Law is acting for Janet Burney, Deputy General Manager of Legal Affairs and General Counsel. She added that the Code Book is being cleaned up. This section was duplicative. It will remain in the personnel policies. It is also being brought up to current standards and laws. Ms. Moss asked if the records retention policy is in compliance with state law. Ms. Hlavacs said we are in compliance. These updates are more procedural.

- G. 2023-69 – Authorizing the filing of grant applications with the State of Ohio for State Fiscal Year 2025 financial assistance under all State of Ohio programs, the adoption of which was moved by Ms. Welch, seconded by Mayor Weiss and approved by unanimous vote.
- H. 2023-70 – Designation of depositories for active and interim public monies during the five-year period commencing January 1, 2024 through December 31, 2028, the adoption which was moved by Mayor Weiss, seconded by Mayor Koomar. Ms. Moss asked for a roll call. There were six (6) ayes and one abstention from Ms. Moss. It passed.

The Ohio Revised Code (ORC) requires the Board approve the financial institutions with which RTA retains public monies. They have to comply with collateral requirements. The resolution is for a five-year period.

- I. 2023-71 – Estimation of inactive deposits of the Greater Cleveland Regional Transit Authority to be awarded for the period from January 1, 2024 through December 31, 2028, the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch 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 after hitting a high of 9.1% in Jan. 2020, has been steadily declining. At the end of July 2023, inflation rose to 3.2% from 3% in June. The Federal Reserve raised interest rates in July to 5.5%. Interest rates are now at the highest level in 22 years. The next FOMC meeting is Sept.19-20. There is enough widespread belief that there may be future increases in interest rates. The inflation target rate remains at 2% and we are at 3.2%. July MSA unemployment data will be released on August 30. This is the June data. The U.S. unemployment rate was 3.5% in July. The Ohio unemployment rate was 3.3% in July 2023 compared to 3.2% in June. All MSA unemployment rates increased from June 2023. As of June 2023, Cleveland was 4.4% up from 3.8%. Toledo at 3.9% up from 3.8%. Dayton at 3.8% up from 3.4%. Cincinnati at 3.5% up from 3.1%. Columbus at 3.3% up from 3%.

July passenger fares was 0.6% compared to July 2022. It is 1.4% below budget. Compared to July 2023 cash fares decreased by 5.4%. Pass ticket sales increased by 4.9%. U-Pass and student fare cards decreased by 45.7%. YTD the U-Pass revenue is less than 2% off from 2022 levels. Mobile ticketing increased by 24.2%. YTD passenger fare revenue is 6.4% above 2022 levels of \$14.88 million and \$6.38 million or 28.7% below 2019 levels of \$22.21 million. August 2023 sales tax which is based on May 2023 economic activity was 1.2% higher than August 2022 levels. This reverses the sales tax decline over the last two months. Thirteen of the 23 categories were positive compared to August 2022. Online sales were 3.5% higher. Regular and statewide sales were 0.4% higher. Motor vehicles and watercraft were 5.8% lower. This is the fourth consecutive month that motor vehicles and watercraft were lower compared to 2022 levels. This is due to a result of the aggressive rate increases and the access to easy money. The low or no interest car loans are not that easily available, which is slowing down activity.

Every two or three years, the rating agencies that rate our bonds payable review any material changes for our business to keep the investors protected. Moody's affirmed its Aa1 rating, which is the second highest rating. Credit strengths cited by Moody's included our methodology to protect our investors, by taking out the debt service prior to us getting the sales tax receipts. We have a strong coverage of the maximum annual debt service (MADS) by pledged revenue. In 2018, we were at 12.3x. Now we are 27.4x for 2023. In 2021 we were at 14.8x compared to 2022 which goes back to the debt defeasance we completed in 2021.

Mr. Joyce asked if we got any ripple effect from the U.S. debt being downgraded from AAA to AA by Fitch. Mr. Gautam said most of the ratings are looking at the business models behind that particular entity so there is no ripple effect on us. Our investors are extremely protected because of the strong sales tax backing. The debt service is secure. We have no plans of issuing any new debt. Mayor Weiss asked if the two month decline of the sales tax was due to a timing issue. Mr. Gautam said it's hard to determine the reason. Some of the FOMC rate increases could have caused it.

General Manager/CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. The reopening of the Waterfront Line (WFL) is September 8 at the Flats East Bank Station. The time was changed to 1:30 p.m. The WFL will run during Browns regular season games. RTA participated in a Cross Systems Crisis Training at Tri-C to look at school safety. Participants included Mayor Justin M. Bibb, the new CMSD CEO and other city officials. Ms. Terry was recognized by Blacks in Management on June 29 at CWRU. Nine other leaders were recognized. President Lucas and staff participated in the 53rd Annual Puerto Rican Parade, August 6. President Lucas said he was glad to be a part of the event.

RTA hosted the 2023 Midwest Transit Leadership Exchange Conference on August 10-11. They participated in tours and educational sessions. Representatives from COTA in Columbus and Pittsburgh Regional Transit among other systems participated. RTA hosted the Touch A Truck event on August 13 on Public Square. The community was able to explore several vehicles during the event. RTA will be awarded the Best in Class for Workforce Diversity today by the Greater Cleveland Partnership (GCP). Several RTA staff members made up the project team. RTA held an employee engagement event at the Rail District with the Rail Rodeo, August 26. This is a series of skills competitions between rail staff. President Lucas was also in attendance. Staff and their families were able to attend. RTA's Let's Go Together marketing campaign has increased our social media footprint and shows RTA impact in the community. Ms. Terry served on the APTA Nominating Committee for the new slate of officers.

Public Comments – public transit related items

1. Rev. Pinkney-Butts – There needs to be more legislation on heterosexual Christian, and multi-racial rights and to address the homeless, underserved and displaced veterans. She congratulated the new hires and thanked RTA for employing people as opposed to incarceration.
2. April Buford – She is a paratransit rider. She thanked RTA for the service. She has issues with the scheduling system. Drop off times are not necessarily taken in order, therefore making the customer late. Dr. Caver explained that the scheduling system uses an algorithm that looks at the location of the vehicle and the aggregate drop off for all customers. The system looks to maximize all the trips in the system so drop offs may not be in order.
3. Hayes Roman – He has issues with buses idling. He asks that the carriage/carts/stroller policy be reviewed. Paratransit doesn't allow him to ride with his cart without breaking it down. He requested bathrooms at stations. Dr. Caver explained that carts/strollers must be closed prior to boarding the vehicle for safety reasons. These items can become a projectile if the bus must stop suddenly.

4. Aliyia Jackson – she complimented RTA on the cleanliness of the buses. But there is smoking, drinking and human waste on the buses/trains. Transit Ambassadors are needed on the bus. The windows at the Superior Rapid Station are broken.
5. Airric Stewart (caller) – he wanted Dr. Rubin to share the customer experience survey numbers as opposed to percentages. The surveys have been conducted for more than a year. He asked for an accurate assessment of the facts for the routes. He asks that staff be more professional and appreciative of public dollars that pay for their salaries. He repeated his proposal for the 48A and 15A.
6. Ryan Hagar (caller) – he asked for a bus stop on #40 at Lakeview Road and Ingomar Avenue northbound. He asked to bring back the #38 and extending it to Winderemere Station.

Ms. Terry said public callers are expected to make comments in a respectful manner. President Lucas said the Board is available and the staff will respond to questions.

Executive Session Requested

President Lucas said after the executive session, there would be no other business for the Board so the public is welcome to leave.

11:14 a.m. - It was moved by Mayor Koomar, seconded by Ms. Welch to go into executive session to consider the appointment of a public official. There were seven (7) ayes and none opposed.

11:48 a.m. – It was moved by Mr. Joyce and seconded by Mayor Weiss to come out of executive session. There were seven (7) ayes and none opposed.

Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, September 26, 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) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 11:49 a.m.

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2023-72

EXPRESSING APPRECIATION TO KAREN GABRIEL MOSS FOR HER 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

WHEREAS, Karen Gabriel Moss has served as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority ("GCRTA") for twelve (12) years, having been appointed by former Cuyahoga County Executive Edward FitzGerald in March 2011; and

WHEREAS, Karen Gabriel Moss has been a faithful and dedicated Board Trustee during her tenure, serving on several committees, including the Ad Hoc CEO/GM Search Committee, Ad Hoc Bylaws Review Committee, Ad Hoc Compensation Committee, Chair of the Audit, Safety Compliance & Real Estate Committee and as the Vice President of the Board since 2021; and

WHEREAS, Karen Gabriel Moss provided great insight to the GCRTA Board of Trustees by sharing her expertise as an attorney; and

WHEREAS, during her tenure as a member of the GCRTA Board of Trustees, Karen Gabriel Moss was a strong advocate for public transit and demonstrated her unwavering commitment to local, regional and state collaboration in order to achieve the best possible outcomes for all; and

WHEREAS, Karen Gabriel Moss has performed with great diligence, insight and passion in serving the citizens of Cuyahoga County.

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

Section 1. That the Board of Trustees hereby extends its sincere appreciation to Karen Gabriel Moss for her dedicated service to GCRTA and her community.

Section 2. That the members of the Board of Trustees expresses its gratitude to Karen Gabriel Moss for her diligence in the performance of her responsibilities to the residents of Cuyahoga County.

Section 3. That the Board of Trustees offers its best wishes to Karen Gabriel Moss on her future endeavors.

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

Adopted: September 26, 2023

President

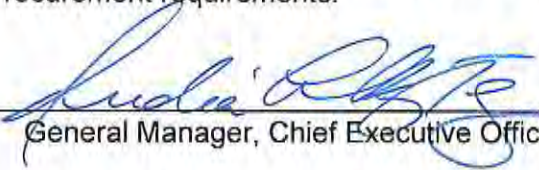
Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: INITIAL APPOINTMENT OF THE SEVEN MEMBERS TO THE CIVILIAN OVERSIGHT COMMITTEE	Resolution No.: 2023-73
	Date: September 21, 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 seven members to the Civilian Oversight Committee ("COC"), thereby allowing the COC to begin operations and receive complaints. The COC shall have the power to receive, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by Greater Cleveland Regional Transit Authority's Transit Police Department ("TP").
- 2.0 DESCRIPTION/JUSTIFICATION: The COC is intended to give voice to the community and enhance transparency and accountability through an independent review and investigation of complaints of excessive use of force incidents and public complaints regarding TP. Appointment of the seven COC members will allow the COC to begin operating.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Under Section 222.05(b)(1) of the Codified Rules and Regulations of the Authority, the Board of Trustees ("Board") shall appoint seven (7) members to the COC who are representative of the diverse communities within Cuyahoga County, Ohio.
- 6.0 ECONOMIC IMPACT: Members of the COC will receive unlimited transit privileges during their service. Members of the COC will also be compensated in the amount of one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month. Compensation for COC members shall be paid from the Secretary/Treasurer – Board of Trustees department budget.
- 7.0 ALTERNATIVES: Not adopting this resolution. The COC will not be able to begin operation.
- 8.0 RECOMMENDATION: The seven candidates for appointment to the COC were chosen after an extensive application and interview process conducted by an Ad Hoc Selection Committee consisting of three (3) Board members, as well as after review and consideration by the whole Board. It is recommended that this resolution is passed appointing the seven members to the COC.
- 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. 2023-73

INITIAL APPOINTMENTS OF THE SEVEN MEMBERS TO THE CIVILIAN
OVERSIGHT COMMITTEE

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

WHEREAS, in its efforts to provide greater transparency, to seek community input, and to improve relationships between the community and the Authority in the modern policing environment, on August 23, 2022, the Board of Trustees adopted Resolution 2022-82, creating an independent Civilian Oversight Committee ("COC"); and

WHEREAS, the COC's purpose is to review public complaints filed against the Authority's Transit Police Department employees; and

WHEREAS, the COC will receive, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by Transit Police employees; and

WHEREAS, under Section 222.05(b)(1) of the Codified Rules and Regulations of the Authority, the Board of Trustees is required to appoint seven (7) members to serve on the COC; and

WHEREAS, under Section 222.05(b)(2)(E) of the Codified Rules and Regulations of the Authority, at least one member of the COC shall be a retired police officer with Ohio Peace Officer Training Academy experience; and

WHEREAS, the Board of Trustees created an Ad Hoc Selection Committee for interviewing applicants to the COC and recommending seven (7) candidates for appointment; and

WHEREAS, under Section 222.05(b)(3)(C) of the Codified Rules and Regulations of the Authority, to ensure that the COC member terms will be staggered, two COC members' initial appointments shall be for one (1) year, two COC members' initial appointments shall be for two (2) years, and three COC members' initial appointments shall be for the full three (3) years; and

WHEREAS, Members of the COC will receive unlimited transit privileges during their service and will be compensated in the amount of one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month; and

WHEREAS, the Ad Hoc Selection Committee interviewed applicants for the COC and recommended appointment of the following seven (7) candidates to the Board of Trustees:

Auvil, Elise: Elise has served as an assistant public defender in both Philadelphia and Cleveland and served as an associate counsel for GCRTA from 1997 to 2003. Elise was also the former Chief of Staff for Mayor Justin Bibb. Elise is currently the Human Resources Consultant for EHA Solutions, Ltd. and has held that role for 8 years.

Clary, Timothy: Timothy has experience working as an attorney in a private firm handling litigation as well as serving as an assistant prosecuting attorney for Cuyahoga County. Presently, Timothy is working as an assistant public defender in the Cuyahoga County Public Defender's Office.

Gordon, Jakolya: Jakolya has been a member of various community organizations including the Cuyahoga County Child Fatality Review Committee, Alliance for HOPE International, and the Alcohol, Drug, Addiction, & Mental Health Services Board. Jakolya currently works as a program specialist for the Cuyahoga County Public Safety & Justice Services and has held that role for 13 years.

Morris, David: David has 20+ years of HR experience, with job duties and responsibilities including handling investigations of employee misconduct and citizen complaints. David presently works as the Human Resources Manager for the City of Bedford Heights.

Sims, Steven: Steven has engaged in public service throughout Cuyahoga County and Cleveland in various roles, including at GCRTA as the Director of the Office of Business Development. Steven currently serves as the President/CEO of the Greater Cleveland Community Credit Union, a financial institution focused on serving the unbanked and underserved communities of Cuyahoga County.

Taylor, George (OPOTA trained, retired police officer): George is a retired uniformed police officer who served the Toledo Police Department for more than 30 years. After retiring from service as a police officer, George continued to serve the community in various roles such as the Director of Public Safety and Justice Services for Cuyahoga County and the Chief Deputy of the Cuyahoga County Sheriff's Department.

Wharton, Rebecca: Rebecca presently works as the HR manager for Malachite Innovations, L.L.C. and has responsibility and oversight of over 60 company clients. Rebecca has a history working in a multitude of HR-related positions including the management of all aspects of HR duties and responsibilities. Rebecca also worked as a constituent liaison for the State of Ohio's Department of Public Safety.

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

Section 1. That candidates Elise Auvil, Jakolya Gordon, and George Taylor shall be appointed as members of the Civilian Oversight Committee for an initial appointment term of three (3) years.

Section 2. That candidates Timothy Clary and Steven Sims shall be appointed as members of the Civilian Oversight Committee for an initial appointment term of two (2) years.

Section 3. That candidates David Morris and Rebecca Wharton shall be appointed as members of the Civilian Oversight Committee for an initial appointment term of one (1) year.

Section 4. That the compensation for Civilian Oversight Committee members shall be paid from the Secretary/Treasurer - Board of Trustees department budget.

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

Adopted: September 26, 2023

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: INCREASING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER'S CHANGE ORDER AUTHORITY TO \$6,500,000.00 FOR CONTRACT NO. 2021-125 – PURCHASE OF REPLACEMENT RAIL CARS	Resolution No.: 2023-74
	Date: September 21, 2023
	Initiator: Executive Department
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: Through this resolution, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority") will delegate to the General Manager, Chief Executive Officer the ability to approve change orders under Contract No. 2021-125, the purchase of replacement rail cars, up to an amount not to exceed \$6,500,000.00, in aggregate.
- 2.0 DESCRIPTION/JUSTIFICATION: On April 18, 2023, the Board of Trustees authorized Resolution No. 2023-26 with Siemens Mobility, Inc. for the Design, Manufacture and Delivery of up to Twenty-Four (24) High Floor Light Rail Vehicles, Spare Parts, Tooling, and Training, with an option to procure up to Thirty-Six (36) additional High Floor Light Rail Vehicles to be exercised within Seven (7) years of Contract Signature in an amount not to exceed \$163,920,115.00. Pursuant to the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book") Section 410.01(8), Delegation of Authority, the General Manager is authorized to "...approve change orders on contracts in a net amount not to exceed five hundred thousand (\$500,000.00) for contracts over five million dollars (\$5,000,000.00)." It also provides that "[t]he Board may, by resolution, vary these limits for particular contracts or projects." This resolution will authorize an increase in the change order authority only for Contract No. 2021-125 up to an amount not to exceed \$6,500,000.00, in aggregate.
- 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 Board's Policy on Delegation of Authority, Section 401.01(8) of the Code Book.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Reject this request. Rejection of this request would leave the Authority without the ability to facilitate timely change orders, thereby negatively impacting the procurement of new rail cars by causing delays in delivery schedules and cost increases.
- 8.0 RECOMMENDATION: This request was discussed by the Board of Trustees at the September 12, 2023 Committee of the Whole meeting. It is recommended that the 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. 2023-74

DELEGATING TO THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER
THE AUTHORITY TO AUTHORIZE CHANGE ORDERS UP TO \$6,500,000.00
UNDER CONTRACT NO. 2021-125 - THE PURCHASE OF REPLACEMENT RAIL
CARS

WHEREAS, the Board of Trustees of the Greater Cleveland Regional Transit Authority ("Authority"), under Resolution No. 2023-26, authorized Contract No. 2021-125 for the purchase of replacement rail cars in an amount not to exceed \$163,920,115.00; and

WHEREAS, the Codified Rules and Regulations of the Authority ("Code Book") Section 410.01 (8);, Delegation of Authority, authorizes the General Manager Chief Executive Officer to approve change orders on contracts in a net amount not to exceed five hundred thousand (\$500,000.00) for contracts over five million dollars (\$5,000,000.00); and

WHEREAS, Code Book Section 410.01(8) also states that the Board may, by resolution, vary these limits for particular contracts or projects; and

WHEREAS, delay in the approval of change orders under Contract No. 2021-125 will negatively impact the procurement of new rail cars by causing delays in delivery schedules and cost increases; and

WHEREAS, staff recommends an increase in the delegation of change order authority to the General Manager, Chief Executive Officer under Contract No. 2021-125 up to the amount of \$6,500,000.00.

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

Section 1. That the Board of Trustees hereby delegates to the General Manager, Chief Executive Officer the authority to authorize change orders up to the amount of \$6,500,000.00 under Contract No. 2021-125 -- the purchase of replacement rail cars.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to approve change orders on said contract at the new established limit.

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

Adopted: September 26, 2023

President

Attest: _____
Secretary-Treasurer



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: September 21, 2023

Subject: Disadvantaged Business Enterprise (DBE) Prime Contractor for
September 26, 2023 Board meeting

Please be advised the following resolution involving a DBE firm as the prime contractor will be presented at the September 26, 2023 Board meeting.

- Authorizing Contract No. 2023-98 with the Cook Paving & Construction Co., Inc. to provide construction services for Contract No. 2023-98 – Triskett Maintenance Facility Roadway Improvements.

If you have any questions please feel free to contact me. You can also contact Carl Kirkland, Director of Office of Business Development directly at (216)-356-3128.

IBT:CK:db



TITLE/DESCRIPTION: CONTRACT: PROJECT 19.48 – TRISKETT MAINTENANCE FACILITY ROADWAY IMPROVEMENTS VENDOR: COOK PAVING & CONSTRUCTION CO., INC. AMOUNT: \$237,680.00	Resolution No.: 2023-75
	Date: September 21, 2023
	Initiator: Engineering & Project Development Department
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 allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide construction services for Project 19.48 – Triskett Maintenance Facility Roadway Improvements.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The curb inlet basins, located in the concrete roadway along the west side of the Authority's Triskett Maintenance Facility, have sunk below the pavement surface. The concrete pavement around the inlet basins has cracked and is near failure. The pavement surrounding several manhole covers is also near failure in other locations, creating a hazard to vehicles. This project will reconstruct the upper adjustment section of the inlet basins to grade, adjust the manhole castings to grade, and replace failed sections of the concrete roadway. Sections of the adjoining sidewalk with integral curb will be replaced where cracked or deteriorated conditions are causing a tripping hazard. The roadway and adjoining parking stalls will have epoxy pavement markings applied.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Twenty-five (25) interested parties, including potential subcontractors, downloaded the solicitation package. Three (3) bids were received and opened on August 7, 2023. The bids received were as follows:

Company Name	Total Base Bid
Cook Paving & Construction Co., Inc.	\$237,680.00
Perk Company, Inc.	\$244,015.00
Northeast Ohio Trenching Service, Inc.	\$267,900.00

The Basis of Award is the lowest responsive bid from a responsible bidder for the Total Base Bid price. The Total Base Bid price of \$237,680.00 from Cook Paving & Construction Co., Inc. is 4.93% less than the Engineer's Estimate of \$250,000.00. Cook Paving & Construction Co., Inc. was determined to be a responsible bidder.

A price analysis has been performed, and the bid of Cook Paving & Construction Co., 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. A 20% DBE goal was established for this procurement. The prime contractor is Cook Paving & Construction Co., a certified DBE (African American female-owned) firm fulfilling the DBE participation goal established for the contract.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, 100% local funds, for a total contract amount not to exceed \$237,680.00.
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid will impact the Authority's ability to complete necessary repairs at the Triskett Maintenance Facility which are creating a hazard for vehicular traffic and pedestrian safety.
- 8.0 **RECOMMENDATION:** It is recommended that the bid from Cook Paving & Construction Co., 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.



General Manager, Chief Executive Officer

RESOLUTION NO. 2023-75

AUTHORIZING CONTRACT NO. 2023-98 WITH COOK PAVING & CONSTRUCTION CO., INC. FOR PROJECT 19.48 – TRISKETT MAINTENANCE FACILITY ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$237,680.00 (RTA DEVELOPMENT 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 19.48 – Triskett Maintenance Facility Roadway Improvements; and

WHEREAS, the bid of Cook Paving & Construction Co., Inc., located at 4545 Spring Road, Brooklyn Hts., OH, 44131, was received on August 7, 2023 in an amount not to exceed \$237,680.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Cook Paving & Construction Co., 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 Cook Paving & Construction Co., Inc. for Project 19.48 – Triskett Maintenance Facility Roadway Improvements, 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 Cook Paving & Construction Co., Inc. for Project 19.48 – Triskett Maintenance Facility Roadway Improvements.

Section 3. This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to 100% local funds, for a total contract amount not to exceed \$237,680.00.

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 Cook Paving & Construction Co., Inc. will attempt to exceed the 20% minimum DBE goal assigned to this procurement.

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

Adopted: September 26, 2023

President

Attest: _____

Secretary-Treasurer



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: September 21, 2023

Subject: Disadvantaged Business Enterprise (DBE) Prime Contractor for
September 26, 2023 Board meeting

Please be advised the following resolution involving a DBE firm as the prime contractor will be presented at the September 26, 2023 Board meeting.

- Authorizing Contract No. 2023-109 with the Apex Construction & Management Co. Inc. to provide construction services for Contract No. 2023-109 – Triskett Garage Overhead Door Replacement.

If you have any questions please feel free to contact me. You can also contact Carl Kirkland, Director of Office of Business Development directly at (216)-356-3128.

IBT:CK:db



TITLE/DESCRIPTION: CONTRACT: PROJECT NO. 19.76 – TRISKETT GARAGE OVERHEAD DOOR REPLACEMENT VENDOR: APEX CONSTRUCTION & MANAGEMENT CO., INC. AMOUNT: NTE \$134,750.00	Resolution No.: 2023-76
	Date: September 21, 2023
	Initiator: Engineering & Project Development Department
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 allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide construction services for the replacement and installation of two (2) high speed overhead rollup doors at Triskett Garage.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority's Triskett Garage utilizes numerous overhead garage doors to allow coaches to enter and exit the facility. Currently, two wide overhead garage doors (specifically doors 2-3 and 6-7) are non-operational. These two doors are the main points of entry and exit and are essential for keeping buses on schedule. The doors are approximately twenty (20) years old and can no longer be repaired. Replacing these doors is essential to maintaining the seamless movement of coaches in and out of the facility and ensuring uninterrupted operations at Triskett Garage. The urgency lies in restoring these doors to their functional state before the onset of winter weather, enabling them to operate as intended by opening and closing smoothly.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the Authority's Procurement website and advertised in the local newspapers. Sixteen (16) interested parties, including potential subcontractors, downloaded the solicitation package. Two (2) bids were received and opened on August 23, 2023, as follows:

Company Name	Total Base Bid
Apex Construction & Management Co., Inc.	\$134,750.00
JADCO Construction	\$155,400.00


The basis of award is the lowest responsive bid from a responsible bidder for the Total Base Bid Price. Apex Construction & Management Co., Inc. was determined to be a responsible bidder. The Total Base Bid price of \$134,750.00 from Apex Construction & Management Co., Inc. is 10.13% less than the engineer's estimate of \$149,935.76.

A price analysis has been performed, and the bid of Apex Construction & Management Co., 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. A 4% DBE goal was established for this procurement. The prime contractor is Apex Construction & Management Co., a certified DBE (Subcontinent Asian male-owned) firm fulfilling the DBE participation goal established for the contract.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Capital Fund, Engineering & Project Development Department budget, in an amount not to exceed \$134,750.00.
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid would restrict Triskett Garage from utilizing two of its most accessed bus garage doors, impacting the ability to provide timely revenue service.
- 8.0 **RECOMMENDATION:** It is recommended that the bid from Apex Construction & Management Co., 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.


General Manager, Chief Executive Officer

RESOLUTION NO. 2023-76

AUTHORIZING CONTRACT NO. 2023-109 WITH APEX CONSTRUCTION & MANAGEMENT CO., INC. FOR PROJECT NO. 19.76 – TRISKETT GARAGE OVERHEAD DOOR REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$134,750.00 (RTA CAPITAL FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deems it necessary to acquire construction services for the replacement and installation of two overhead garage doors at Triskett Garage facility, located at 3405 Lakewood Heights Blvd., Cleveland, OH 44111, under Project 19.76 – Triskett Garage Overhead Door Replacement; and

WHEREAS, the bid of Apex Construction & Management Co., Inc., located at 24381 Aurora Road, Suite A-6, Bedford Heights, Ohio 44146, was received on August 23, 2023 in an amount not to exceed \$134,750.00; and

WHEREAS, the Authority's General Manager, Chief Executive Officer deems the bid of Apex Construction & Management Co., 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 Apex Construction & Management Co., Inc. for Project No. 19.76 – Triskett Garage Overhead Door Replacement, 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 Apex Construction & Management Co., Inc. for Project No. 19.76 – Triskett Garage Overhead Door Replacement.

Section 3. That said contract shall be payable from the RTA Capital Fund, Engineering & Project Development Department budget, in an amount not to exceed \$134,750.00.

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 Authority's Board of Trustees expects that Apex Construction & Management Co., Inc. will attempt to exceed the 4% minimum DBE goal assigned to this procurement.

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

Adopted: September 26, 2023

President

Attest: _____
Secretary-Treasurer



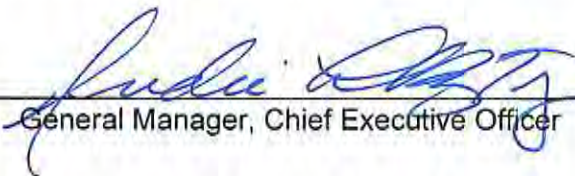
TITLE/DESCRIPTION: CONTRACT: TRACK GEOMETRY TESTING VENDOR: HOLLAND LP AMOUNT: NTE \$420,500.00 FOR A PERIOD OF FIVE (5) YEARS	Resolution No.: 2023-77
	Date: September 21, 2023
	Initiator: Power & Way Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a negotiated sole source agreement to provide track geometry testing services for a period of five (5) years.
- 2.0 DESCRIPTION/JUSTIFICATION: Track geometry testing is used to identify deviations from the appropriate track specifications with concerns due to wear, gauge, curvature, cross-level, surface, alignment, twist, and warp. This service is required to meet track safety standards and is critical to the preventative maintenance of the track infrastructure and for providing safe and reliable rail transportation to the Authority's customers and employees.
- 3.0 PROCUREMENT BACKGROUND: Per R.C. Section 306.43(H)(2), competitive procedures are not required when the purchase consists of goods or services, or any combination thereof, and after reasonable inquiry the board or any officer or employee the board designates finds that only once source of supply is reasonably available. Holland LP is the only known source who can perform the required track geometry testing under 3,000 pounds vertical and 3,000 pounds lateral loaded gauge. This safety requirement simulates the forces the Authority's trains place on the rails. Holland LP has offered to provide track geometry testing services for a period of five (5) years in a total contract amount not to exceed \$420,500.00 (2023 - \$78,000.00, 2024 - \$81,500.00, 2025 - \$84,400.00, 2026 - \$87,000.00, and 2027 - \$89,600.00). The proposal submitted by Holland LP is 5% below the Independent Cost Estimate of \$440,713.31 which was based on historical pricing.

A cost analysis has been performed, and the Procurement Department has determined that the rates and price is fair and reasonable to the Authority.
- 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: This contract shall be payable through the General Fund, Power & Way Department budget, in amounts not to exceed \$78,000.00 FY 2023, \$81,500.00 FY 2024, \$84,400.00 FY 2025, \$87,000.00 FY 2026, and \$89,600.00 FY 2027, for a total contract amount not to exceed \$420,500.00 for a period of five (5) years.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will delay the ability to perform track geometry testing services, which could impede the ability to preemptively identify deviations in the rail infrastructure to perform preventative maintenance accurately and efficiently.

- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the September 12, 2023 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer of Holland LP, as negotiated, 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. 2023-77

AUTHORIZING CONTRACT NO. 2023-130 WITH HOLLAND LP TO PROVIDE TRACK GEOMETRY TESTING SERVICES IN AN AMOUNT NOT TO EXCEED \$420,500.00 FOR A PERIOD OF FIVE (5) YEARS (GENERAL FUND, POWER & WAY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has an ongoing need to perform annual track geometry testing in order to identify deviations in the track infrastructure; and

WHEREAS, R.C. Section 306.43(H)(2) provides that competitive procedures are not required when the purchase consists of goods or services, or any combination thereof, and after reasonable inquiry the board or any officer or employee the board designates finds that only one source of supply is reasonably available; and

WHEREAS, the offer of Holland LP, located at 1000 Holland Drive, Crete, Illinois 60417, to provide track geometry testing services for a period of five (5) years was received on August 24, 2023; and

WHEREAS, after negotiations, a total price not to exceed \$420,500.00 for a period of five (5) years was agreed upon; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Holland LP, as negotiated, to provide track geometry testing services for a period of five (5) years, 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 Holland LP, as negotiated, to provide track geometry testing services for a period of five (5) years 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 Holland LP to provide track geometry testing services for a period of five (5) years.

Section 3. This contract shall be payable through the General Fund, Power & Way Department budget in amounts not to exceed \$78,000.00 FY 2023, \$81,500.00 FY 2024, \$84,400.00 FY 2025, \$87,000.00 FY 2026, and \$89,600.00 FY 2027, for a total contract amount not to exceed \$420,500.00 for a period of five (5) 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 Holland LP 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: September 26, 2023

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: REMOVING CHAPTER 462 PRIVATE SECTOR PARTICIPATION OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2023-78
	Date: September 21, 2023
	Initiator: Finance
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 Chapter 462 Private Sector Participation of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority").
- 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 undergoing a comprehensive review and update so that the Code Book will conform to the current structure and operations of the Authority.

The proposed amendment will remove a provision that authorizes contracting with the private sector to provide public transportation services. This provision is not needed because the authority to contract with private entities is already located elsewhere in the Code Book.
- 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 enable the Code Book's contracting and procurement policies to be contained in one policy, Chapter 410 Procurement.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in an unnecessary provision remaining in the Code Book.
- 8.0 RECOMMENDATION: This resolution was discussed at the September 12, 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: A. Red-line of proposed removal of Chapter 462

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

General Manager, Chief Executive Officer

Attachment A to Staff Summary

~~CHAPTER 462~~
~~Policy for Private Sector Participation in~~
~~Provision of Transportation Services~~

~~462.01—Private sector participation.~~

~~CROSS REFERENCES~~

~~Private sector participation—see 49 USC 5315~~
~~Contracts and procurement—see FIN. Ch. 410~~
~~Procurement Policy—see Resolution 2008-141~~

~~462.01—PRIVATE SECTOR PARTICIPATION.~~

~~The CEO, General Manager/Secretary-Treasurer is authorized to coordinate and contract with the private sector to provide public transportation services. This authority is subject to the spending limitations set forth in Chapter 410. (Res. 2016-88. Passed 9-27-16.)~~

RESOLUTION NO. 2023-78

REMOVING CHAPTER 462 PRIVATE SECTOR PARTICIPATION FROM THE
CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

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 Chapter 462 Private Sector Participation should be removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book").

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

Section 1. That Code Book Chapter 462 Private Sector Participation is hereby removed in its entirety.

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

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

Adopted: September 26, 2023

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: REMOVING SECTION 648.07 SAFETY POLICY AND AMENDING CHAPTER 1098 COMMITMENT ON ENVIRONMENTAL POLICY OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND AMENDING PERSONNEL POLICY 600.07 SAFETY POLICY	Resolution No.: 2023-79
	Date: September 21, 2023
	Initiator: Human Resources
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 Section 648.07 Safety Policy and amend Chapter 1098 Commitment on Environmental Policy of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority") and amend Section 600.07 Safety Policy of the Personnel Policies.

- 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 undergoing a comprehensive review and update so that the Code Book will conform to the current structure and operations of the Authority.

 In December 2022, the Board of Trustees approved an updated Public Transportation Agency Safety Plan ("PTASP"). The PTASP is a comprehensive statement of the Authority's policies and procedures related to safety. The revisions to the Code Book and Personnel Policies reflect the revisions that were made to the Safety Policy and the Commitment on Environmental Policy in the PTASP.

 The proposed amendment will remove a provision (Section 648.07) that is an exact duplicate of the Safety Policy contained in Personnel Policy 600.07 and amend Personnel Policy 600.07 and Code Book Chapter 1098 to conform to the new language of the PTASP.

- 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 bring the Code Book and Personnel Policies in line with the updated PTASP.

- 6.0 **ECONOMIC IMPACT:** Does not apply.

- 7.0 **ALTERNATIVES:** Not adopting this resolution. Not adopting this resolution would result in the Code Book and Personnel Policies remaining out of date.

- 8.0 **RECOMMENDATION:** This resolution was discussed at the September 12, 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:**
 - A. Red-line of proposed removal of Section 648.07
 - B. Red-line of Personnel Policy 600.07 Safety Policy
 - C. Red-line of Chapter 1098 Commitment on Environmental Policy

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



General Manager, Chief Executive Officer

Attachment A to Staff Summary

~~648.07 SAFETY POLICY.~~

~~(a) The Greater Cleveland Regional Transit Authority (GCRTA) was organized with the mission to provide safe, secure, reliable and effective transportation services to all users. Safety is a primary concern that affects all levels of GCRTA activities including operations, maintenance, planning, design, construction, procurement, testing and training for all modes of transportation. Therefore, all GCRTA personnel are charged with the responsibility of promoting the safety and security of passengers, employees, and the general public who come in contact with GCRTA transportation systems.~~

~~(b) All employees and contractors of the GCRTA are expected to conduct their duties in a safe manner, aimed at preventing or minimizing injuries and property damage, throughout GCRTA's operations. The safety and security of our customers and our employees are GCRTA's greatest responsibility.~~

~~(c) Each employee must operate safely, use equipment, tools and materials properly and be totally familiar with work rules and procedures for his/her areas of responsibility. Each employee shall take active part in the identification and reporting of hazards. Supervisors shall actively participate in the assessment and resolution of hazards and shall fully cooperate with the Safety Staff to eliminate or control hazards in all areas of GCRTA transportation systems.~~

~~(d) GCRTA Management will provide leadership in promoting safety throughout the organization. The CEO/General Manager and the executive staff will be continually and directly involved in formulating, reviewing and revising the Safety Policy and safety goals and objectives. GCRTA Management will provide the authority, support and resources to establish and maintain high safety standards in operations, maintenance and training throughout the GCRTA.~~

~~(e) GCRTA Management will commemorate an employee's or a district's commitment and achievements in safety at GCRTA by providing recognition programs.~~

~~(f) Every GCRTA employee and contractor shall comply with the provisions of the System Safety Program Plan and shall fully cooperate with the Safety Office staff in achieving GCRTA's safety goals and objectives.~~

~~(g) For more information, refer to RTA Safety Rules.
(Res. 2001-119. Passed 8-21-01; Res. 2013-95. Passed 9-17-13.)~~

600.07 SAFETY MANAGEMENT POLICY STATEMENT

The Greater Cleveland Regional Transit Authority (GCRTA) was organized with the mission to provide safe, secure, reliable, clean and effective-courteous public transportation services to all users. Safety is a primary concern that affects all levels of GCRTA activities including: operations, maintenance, planning, design, construction, procurement, testing, and training for all modes of transportation. Therefore, all GCRTA personnel are charged with the responsibility of promoting the safety and security of passengers, employees, and the general public who come in contact with GCRTA transportation systems.

The safety and security of our customers and our employees are GCRTA's greatest responsibility. In addition, All-all employees and contractors of the GCRTA are expected to conduct their duties in a safe manner, aimed at that will preventing or minimizing collisions, reduce injuries, and avoid property damage, throughout GCRTA's operations. The safety and security of our customers and our employees are GCRTA's greatest responsibility.

Each employee must operate safely, by use-using equipment, tools and materials properly, and be totally familiar with work rules and procedures for his/her/their areas of responsibility. Each employee shall take an active part role in the identification and reporting of hazards. Supervisors shall actively participate in the assessment and resolution of hazards and shall fully cooperate with the Safety Staff-staff to eliminate or control hazards in all areas of GCRTA transportation systems.

GCRTA Management will provide leadership in promoting safety throughout the organization. The CEO/General Manager, Chief Executive Officer and the executive staff will be continually and directly involved in formulating, reviewing and revising the Safety Policy and safety goals and objectives. GCRTA Management-management will provide the authority, support and resources – financial and material – to establish and maintain high safety standards in operations, maintenance, and training throughout the GCRTA.

Safety is promoted through adherence to our Safety Management System (SMS) with its pillars of Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion. Management across the organization is expected to adhere to the GCRTA SMS Framework and understand the pillars of our SMS, which is appropriately scaled to the size, scope, and complexity of the GCRTA. Executive Management is committed to ensuring staff obtains the needed training to enforce our SMS.

GCRTA Management will commemorate an employee's, or a district's, commitment and achievements in Safety at GCRTA by providing recognition programs.

Every GCRTA employee and contractor shall comply with the provisions of the System-Agency Safety Program-Plan and shall fully cooperate with the Safety office staff in achieving GCRTA's safety goals and objectives.

The Greater Cleveland Regional Transit Authority is committed to:

- Instilling a just Safety Culture that fosters safe practices, encourages effective employee safety reporting and communication, and values the SMS as equally as other organizational management systems.
- Supporting the SMS with the appropriate financial resources.
- Establishing safety as the primary responsibility of all employees.
- Holding departments/districts responsible for their safety performance.

Attachment B to Staff Summary

- Establishing a culture whereby management leads by example.
- Engaging in emerging risk/hazard identification and analysis in order to eliminate or mitigate risks.
- Ensuring no action will be taken against any employee who discloses a safety concern according to the GCRTA Non-Punitive Hazard Reporting Policy and ensuring open, honest communication will be a result of any concern brought forth.
- Complying with federal, state, and GCRTA safety-related requirements, rules, and standards.
- Ensuring all departmental staffs are provided with appropriate safety-related information and training, are competent in Safety Management matters, and are allocated only tasks commensurate with their skills.
- Measuring safety performance against SMART goals.
- Continuously improving the safety performance through data analysis, informed decision making, and appropriate resource allocation.
- Ensuring external systems and services supporting GCRTA meet GCRTA safety standards.

Attachment C to Staff Summary

CHAPTER 1098 Commitment on Environmental Policy

1098.01 Policy statement.

1098.02 Application of Policy.

1098.01 POLICY STATEMENT.

~~(a) In support of the Greater Cleveland Regional Transit Authority's ("GCRTA") Mission, Vision and Values, the following environmental policy statement and commitments were developed to evolve best practices that serve GCRTA's value and vision to be a champion of sustainable transportation through environmental and sustainability management.~~

~~(b) GCRTA is committed to protecting the environment as it provides public transit services to northeast Northeast Ohio. We will~~The Authority utilizes sound business practices that measure and improve our environmental and sustainability performance through a formal Environmental and Sustainability Management System ("ESMS"). ~~The ESMS will be integrated throughout the Authority to create a healthier and more livable environment for the staff, customers and community we serve. GCRTA will and~~ makes the following environmental commitments:

- ~~(a) Communicate and advance the use of environmental practices and strategic frameworks~~ throughout GCRTA.
- ~~(b) Comply with all applicable local, state, federal, and other environmental laws, regulations, standards and monitoring requirements.~~
- ~~(c) Incorporating environmental responsibility into business operations by planning for environmental protection, reviewing and developing policies, providing resources, setting targets, and reviewing and auditing performance.~~
- ~~(d) Prevention of pollution and conservation of resources, by reducing energy and water consumption, increasing reuse and recycling, and procuring sustainable products and technologies.~~
- ~~(e) Establish an ESMS that will be documented, implemented, and maintained.~~
- ~~(f) Commit to continual improvement by reviewing and enhancing GCRTA's ESMS program and environmental performance at appropriate intervals to meet objectives and support on-going performance excellence strategies.~~
- ~~(g) Engage and empower the workforce and community through effectively communicating GCRTA's Environmental Policy Statement and Commitments.~~

(Res. 2013-108. Passed 10-22-13; Res. 2014-110. Passed 10-21-14; Res. 2017-101. Passed 11-21-17; Res. 2019-123. Passed 12-17-19. Res. 2923-XXX. Passed XX-XX-23.)

1098.02 APPLICATION OF POLICY.

This policy applies to all employees, departments and functions throughout the Authority. Full participation by all staff is required in order to meet the commitments set forth in this policy. This policy will be communicated to all persons, including contractors and vendors, working for or on behalf of GCRTA.

(Res. 2013-108. Passed 10-22-13; Res. 2014-110. Passed 10-21-14; Res. 2017-101. Passed 11-21-17.)

RESOLUTION NO. 2023-79

REMOVING SECTION 648.07 SAFETY POLICY AND AMENDING CHAPTER 1098 COMMITMENT ON ENVIRONMENTAL POLICY OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND AMENDING PERSONNEL POLICY 600.07 SAFETY POLICY

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 Section 648.07 Safety Policy should be removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book"); and

WHEREAS, the Authority has also determined that Code Book Chapter 1098 Commitment on Environmental Policy and Personnel Policy 600.07 should be amended to reflect the language of the updated Public Transportation Agency Safety Plan ("PTASP") adopted by the Board of Trustees in December 2022.

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

Section 1. That Code Book Section 648.07 Safety Policy is hereby removed in its entirety.

Section 2. That Code Book Chapter 1098 Commitment on Environmental Policy is hereby amended to read as specified in Attachment A hereto.

Section 3. That Personnel Policy 600.07 Safety Policy is hereby amended to read as specified in Attachment B hereto.

Section 4. That the Board of Trustees hereby waives the fourteen-day period provided for in Article XI, Section 2 of the Bylaws.

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

Attachments: A. Chapter 1098 Commitment on Environmental Policy
B. Personnel Policy 600.07 Safety Policy

Adopted: September 26, 2023

President

Attest: _____
Secretary-Treasurer

Attachment A to Staff Summary

CHAPTER 1098 Commitment on Environmental Policy

1098.01 Policy statement.

1098.02 Application of Policy.

1098.01 POLICY STATEMENT.

GCRTA is committed to protecting the environment as it provides public transit services to Northeast Ohio. The Authority utilizes sound business practices that measure and improve our environmental and sustainability performance and makes the following environmental commitments:

- (a) Communicate and advance the use of environmental practices throughout GCRTA.
- (b) Comply with all applicable local, state, federal, and other environmental laws, regulations, standards and monitoring requirements.
- (c) Incorporating environmental responsibility into business operations by planning for environmental protection, reviewing and developing policies, providing resources, setting targets, and reviewing and auditing performance.
- (d) Prevention of pollution and conservation of resources, by reducing energy and water consumption, increasing reuse and recycling, and procuring sustainable products and technologies.

(Res. 2013-108. Passed 10-22-13; Res. 2014-110. Passed 10-21-14; Res. 2017-101. Passed 11-21-17; Res. 2019-123. Passed 12-17-19. Res. 2923-XXX. Passed XX-XX-23.)

1098.02 APPLICATION OF POLICY.

This policy applies to all employees, departments and functions throughout the Authority. Full participation by all staff is required in order to meet the commitments set forth in this policy. This policy will be communicated to all persons, including contractors and vendors, working for or on behalf of GCRTA.

(Res. 2013-108. Passed 10-22-13; Res. 2014-110. Passed 10-21-14; Res. 2017-101. Passed 11-21-17.)

600.07 SAFETY MANAGEMENT POLICY STATEMENT

The Greater Cleveland Regional Transit Authority (GCRTA) was organized to provide safe, reliable, clean and courteous public transportation services to all users. Safety is a primary concern that affects all levels of GCRTA activities including: operations; maintenance; planning; design; construction; procurement; testing; and training for all modes of transportation. Therefore, all GCRTA personnel are charged with the responsibility of promoting the safety and security of passengers, employees, and the general public who come in contact with GCRTA transportation systems.

The safety and security of our customers and our employees are GCRTA's greatest responsibility. In addition, all employees and contractors of the GCRTA are expected to conduct their duties in a safe manner that will prevent collisions, reduce injuries, and avoid property damage.

Each employee must operate safely by using equipment, tools and materials properly, and be familiar with work rules and procedures for their areas of responsibility. Each employee shall take an active role in the identification and reporting of hazards. Supervisors shall actively participate in the assessment and resolution of hazards and shall fully cooperate with Safety staff to eliminate or control hazards in all areas of GCRTA transportation systems.

GCRTA Management will provide leadership in promoting safety throughout the organization. The General Manager, Chief Executive Officer and the executive staff will be continually and directly involved in formulating, reviewing and revising the Safety Policy and safety goals and objectives. GCRTA management will provide the authority, support and resources – financial and material – to establish and maintain high safety standards in operations, maintenance, and training throughout the GCRTA.

Safety is promoted through adherence to our Safety Management System (SMS) with its pillars of Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion. Management across the organization is expected to adhere to the GCRTA SMS Framework and understand the pillars of our SMS, which is appropriately scaled to the size, scope, and complexity of the GCRTA. Executive Management is committed to ensuring staff obtains the needed training to enforce our SMS.

Every GCRTA employee and contractor shall comply with the provisions of the Agency Safety Plan and shall fully cooperate with Safety staff in achieving GCRTA's safety goals and objectives.

The Greater Cleveland Regional Transit Authority is committed to:

- Instilling a just Safety Culture that fosters safe practices, encourages effective employee safety reporting and communication, and values the SMS as equally as other organizational management systems.
- Supporting the SMS with the appropriate financial resources.
- Establishing safety as the primary responsibility of all employees.
- Holding departments/districts responsible for their safety performance.
- Establishing a culture whereby management leads by example.
- Engaging in emerging risk/hazard identification and analysis in order to eliminate or mitigate risks.
- Ensuring no action will be taken against any employee who discloses a safety concern


Attachment B to Resolution

according to the GCRTA Non-Punitive Hazard Reporting Policy and ensuring open, honest communication will be a result of any concern brought forth.

- Complying with federal, state, and GCRTA safety-related requirements, rules, and standards.
- Ensuring all departmental staffs are provided with appropriate safety-related information and training, are competent in Safety Management matters, and are allocated only tasks commensurate with their skills.
- Measuring safety performance against SMART goals.
- Continuously improving the safety performance through data analysis, informed decision making, and appropriate resource allocation.
- Ensuring external systems and services supporting GCRTA meet GCRTA safety standards.



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

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

Date: September 21, 2023

Subject: Proposed License Agreement for Five Outdoor Advertising Structures

The Programming & Planning Department is proposing a five-year license agreement with Lamar Advertising of Youngstown, Inc. dba Lamar Advertising of Cleveland, OH ("Lamar") for five (5) outdoor advertising locations on GCRTA property, all within the City of Cleveland. The agreement will be presented to the Board of Trustees for approval at its September 26, 2023 meeting.

For many years, the billboards have been located on GCRTA property under agreements with the owners. The billboards have changed hands over the years and are currently owned by Lamar. In 2018, GCRTA entered into a License Agreement with Lamar for six (6) billboard locations. This License Agreement will expire on September 30, 2023.

The proposed agreement will memorialize:

- A term of five (5) years, beginning on October 1, 2023 and concluding on September 30, 2028.
- Removal of one of the locations (E 79th Street at the Blue/Green Rapid Line) from the agreement due to Lamar's inability to maintain the required permits from the City of Cleveland. This billboard has been dismantled and removed.
- An increase in the fees to \$112,300.00 per year for the five (5) locations, for a total of \$561,500.00 over the full five-year term.
- Adjustment of Lamar's payment schedule from quarterly to monthly.
- Incorporation of the Authority's new advertising policy and administrative procedure into the agreement.

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

IB/jr

Attachments: A. Advertising policy (Code Book Chapter 1210)
B. Administrative Procedure 061 Advertising Standards

RESOLUTION NO. 2023-44

ENACTING CHAPTER 1210 OF THE CODIFIED RULES AND REGULATIONS
OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

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 new Chapter 1210 Advertising Policy should be adopted to promote the Authority's brand and mission of "Connecting the Community;" and

WHEREAS, the proposed advertising policy will provide guidance for managing advertising on Authority property, including audio and digital spaces.

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

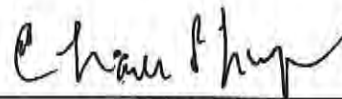
Section 1. That Chapter 1210 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book") is hereby enacted to read as specified in Attachment A hereto.

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

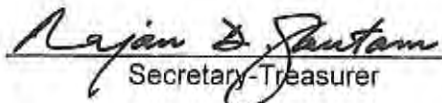
Section 3. That this resolution shall become effective immediately upon its adoption.

Attachment: A. Chapter 1210 Advertising Policy

Adopted: June 27, 2023



President

Attest: 
Secretary-Treasurer

Attachment A to Resolution

CHAPTER 1210 Advertising Policy

1210.01 Advertising on Authority Property

1210.01 ADVERTISING ON AUTHORITY PROPERTY.

(a) The Authority seeks to support a healthy and vibrant community through its brand and advertising. The Authority intends to maintain a safe and welcoming environment for all Authority passengers and members of the community, including minors, without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status.

(b) The Authority will maintain a professional advertising environment in all advertising spaces, including physical, audio and digital spaces, and manage the advertising program in a manner that will ensure that advertising: (1) does not discourage the use of or disrupt the operation of the transit system, (2) does not diminish the Authority's reputation in the community or the goodwill of its passengers, (3) does not express an opinion, that might be attributed to the Authority, regarding political, religious or other issues that are the subject of public debate, (4) protects passengers, bystanders, employees, vehicles, facilities, and other equipment from physical harm, (5) aids the Authority in retaining current and building new transit ridership, and (6) is consistent with its Mission.

(c) The Authority's advertising space is a non-public forum, which means that it has not been traditionally open to speech and debate in the same manner as public parks and city streets have been.

(d) The Authority will permit the following types of advertising: (1) commercial advertising; (2) advertising related to the Authority's transit operations; (3) paid or unpaid public service announcements and (4) paid political advertising.

(e) The Authority will not permit the following types of advertising: (1) advertising that contains material that discriminates on the basis of race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status; (2) alcohol, marijuana, tobacco products and related products and services; (3) profanity; (4) violence; (5) unlawful goods, services or conduct; (6) sexual activity, products or sexually-oriented services; (7) firearms; (8) gambling; (9) unauthorized endorsements; (10) false, misleading, libelous or deceptive advertising; (11) copyright infringements, trademark violations or otherwise unlawful advertising; (12) advertising tending to impede transit safety or disrupt traffic; (13) unclear identification of the advertiser; and (14) unpaid advertising.

Attachment A to Resolution

(f) The Authority will determine the interior and exterior spaces that will serve as appropriate locations for all advertising. The Authority reserves the right to modify, change, or alter the locations and sizes of the available advertisement spaces. The placement and size of any advertisement shall be at the sole discretion of the Authority.

(g) The Authority may, at the sole discretion of the General Manager, Chief Executive Officer, cause to be removed any advertising that does not conform to this Policy.

(h) The General Manager, Chief Executive Officer is authorized to issue and amend procedures to implement this policy without further approval of the Board of Trustees.



TITLE/DESCRIPTION: ENACTING CHAPTER 1210 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2023-44
	Date: June 22, 2023
	Initiator: Administration & External Affairs
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 enact Chapter 1210 of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("Authority").
- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176.

In accordance with the Authority's mission of "Connecting the Community" and a desire to present a more community-oriented image to the public, the Authority needs to adopt an advertising policy that provides guidance for the types of advertising permitted on Authority property. The proposed policy encourages a safe and welcoming environment for passengers and members of the community, and it provides guidelines for managing advertising on Authority property. It also authorizes the General Manager, Chief Executive Officer to adopt administrative procedures to implement this policy.

- 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 create an advertising policy that is consistent with the Authority's mission, brand and public image that the Authority intends to present.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would leave the Authority without an advertising policy to provide guidance for managing advertising on Authority property.
- 8.0 RECOMMENDATION: This resolution was discussed at the June 6, 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



Advertising Standards for Greater Cleveland Regional Transit Authority Property	NO. 061
	EFFECTIVE June 30, 2023
Prepared By  DGM – Administration & External Affairs	Issued By  General Manager, GEO

1.0 PURPOSE/OBJECTIVE

The Greater Cleveland Regional Transit Authority ("GCRTA") provides public transportation services primarily in Cuyahoga County, Ohio. "Connecting the Community" is GCRTA's Mission. GCRTA provides safe and efficient mobility services in Cuyahoga County, Ohio.

2.0 REFERENCES

First Amendment to the U.S. Constitution and related cases

Am. Freedom Defense v. Suburban Mobility Auth., 978 F. 3d 481 (6th Cir. 2020)

Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, Chapter 1210 Advertising Policy

3.0 PROCEDURE

3.1 ADVERTISING SPACE

In accordance with these Advertising Standards ("Standards") and GCRTA's advertising policy located at Chapter 1210 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, GCRTA will allow advertising on its property, including, but not limited to, its vehicles, shelters, billboards and display areas within GCRTA's facilities. GCRTA's advertising space is a non-public forum, which means that it has not been traditionally open to speech and debate in the same manner as public parks and city streets have been. These uniform, viewpoint-neutral Standards apply to all advertising on GCRTA property as well as audio and digital spaces.

3.2 PERMITTED ADVERTISING

GCRTA expects all advertising copy and images to be truthful and testimonials to be authentic. GCRTA permits the following types of advertising:

- A. **Commercial Advertising:** advertising with the sole purpose to sell products, goods or services for profit. However, commercial advertising of the type specifically prohibited within Section 3.3 of these Standards will not be permitted.
- B. **Transit Operations of GCRTA:** advertising that relates to GCRTA services and products.

- C. **Public Service Announcements:** advertising by governmental entities, academic institutions, or nonprofit organizations to provide public service announcements. Such announcements are subject to the provisions set forth in Section 3.3.
- D. **Paid Political Advertising:** advertising placed (1) by candidates for election or nomination to public office; (2) for the purpose of influencing the outcomes of ballot issues, referenda, initiatives, tax levies, or similar procedures; (3) for the purpose of influencing the introduction, enactment, or modification of legislation; or (4) relating to a political party, political committee, or other political organization. Paid political advertising will be sold on a first come, first served basis. All paid political advertising material shall state, "paid political advertising."

3.3 PROHIBITED ADVERTISING

GCRTA will not permit the following types of advertising:

- A. **Discrimination:** The advertisement contains material that discriminates on the basis of race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status.
- B. **Alcohol, Marijuana, Tobacco Products, and Related Products and Services:** The advertisement promotes the sale or use of products licensed and regulated under Ohio law including beer, wine, distilled spirits, or any alcoholic beverage; marijuana, cannabis or other products containing cannabinoids; tobacco products including but not limited to cigarettes, cigars, pipes, smokeless products (snuff, chew, dissolvable, etc.) and vaping products. Advertising products that may be confused as an item listed herein (such as non-alcoholic beer) and related services or activities (hiring, training, certification in order to sell or dispense products) are also prohibited.
- C. **Profanity:** The advertisement contains profane language, i.e. language that under contemporary community standards is offensive to members of the public.
- D. **Violence:** The advertisement contains an image or description of violence, including, but not limited to:
 - 1. a depiction that could incite or produce lawless action in the form of retaliation, vandalism, or other breach of public safety, peace and order;
 - 2. the graphic depiction (e.g., blood and gore) of violence having been or being perpetrated upon human or animal bodies or body parts, or fetuses;
 - 3. the depiction of weapons or other implements or devices used in an act of violence;
 - 4. the depiction of rape, murder, or other acts of violence.
- E. **Unlawful Goods, Services or Conduct:** The advertisement promotes or encourages, or appears to promote or encourage, any product, service, behavior, or activity that is illegal under federal, state, or local law. Advertised contests or giveaways are to comply with all applicable laws and regulations.

- F. **Sexual Activity, Products or Sexually-Oriented Services:** The advertisement depicts nudity, sexual intercourse, or other sexual acts; contains obscene or pornographic language, images, or graphics or refers to sexual images or anatomical areas; or is harmful to juveniles. For purposes of these Standards, the terms "obscene," "nudity" and "harmful to juveniles" have the meanings contained in Ohio Revised Code Chapter 2907. The advertisement relates to contraceptive, hygienic, performance enhancing, accessory or attire products of an intimately personal nature. The advertisement contains material that incites, describes, depicts, or represents sexual activities or images or descriptions of human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest. The advertisement promotes the sale of pornography, adult telephone or Internet services, escort services, nude dance clubs, adult sexual establishments (stores, arcades), sensual massage, or any other form of adult-oriented entertainment.
- G. **Firearms:** Advertisements for firearms, ammunition and firearm-related products.
- H. **Gambling:** Advertisements for any type of gambling products or services with a concept of wagering money and/or items of material value with an uncertain outcome, and with the primary intent of winning additional money and/or material goods.
- I. **Unauthorized Endorsements:** The advertisement, or any material contained in it, implies or declares an endorsement by GCRTA of any service, product, point-of-view, event, or program without prior written authorization of GCRTA's General Manager, CEO. GCRTA's name, logo, slogans, or other graphic representations of the transit system may not be used by others in advertisements unless written permission is first obtained from GCRTA. The prohibition against endorsements does not apply to advertising for a service, event, or program for which GCRTA is an official sponsor, cosponsor, or participant.
- J. **False, Misleading, Libelous or Deceptive Advertising:** Any advertisement, or any material in it, that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive, or would constitute a tort of defamation, or invasion of privacy.
- K. **Copyright Infringements, Trademark Violations or Otherwise Unlawful Advertising:** The advertisement, or any material contained in it, is intellectual property infringement, including piracy or infringement of copyright, trade dress, service mark, title, or slogan, or is otherwise unlawful or illegal.
- L. **Advertising Tending to Impede Transit Safety or Disrupt Traffic:** Advertising that could have a negative impact on the safety of transit operations, such as advertising that encourages persons to refrain from using safety precautions normally used in transit-related activities (such as awaiting, boarding, riding upon, or debarking from transit vehicles). Advertising that could disrupt traffic, including but not limited to advertising that displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device; or incorporating any rotating, revolving, or flashing devices or any other moving parts in an advertisement.

- M. **Unclear Identification of the Advertiser:** The advertisement must clearly identify the sponsor of the advertisement. Any website, QR code, email address or telephone number that is listed in the advertisement must direct to material that is consistent with these Standards.
- N. **Unpaid Advertising:** No free advertising of any kind is permitted. However, GCRTA has the unqualified right to display advertisements and notices that pertain to GCRTA operations and promotions at no cost and consistent with its policy. Trade agreements (in which, in lieu of cash, GCRTA accepts products or services that are deemed useful to it) may be accepted upon approval by GCRTA.

3.4 PLACEMENT, ADMINISTRATION, AND ENFORCEMENT

- A. **Placement:** GCRTA will determine the interior and exterior spaces that will serve as appropriate locations for all advertising. GCRTA reserves the right to modify, change, or alter the locations and sizes of the available ad spaces. The placement and size of any advertising shall be at the sole discretion of GCRTA.
- B. **Review:** GCRTA or its agent will review each advertisement submitted for display on or in GCRTA vehicles or facilities to determine compliance with the Standards set forth above. If any advertisement falls within (or may fall within) one or more of the prohibited categories, GCRTA or its agent will send prompt, written (email) notification to the advertiser, including a copy of these Standards and identification of the applicable category(s).
 - 1. **Revision.** The advertiser, at its discretion and cost, may submit suggestions for revision to the advertisement to make it compliant with these Standards.
 - 2. **Appeal.** Rejection of an advertisement may be appealed to GCRTA's Director of Marketing by written notification delivered to the Director of Marketing no later than ten (10) business days from the date of notice of rejection. The appeal shall set forth the arguments supporting the contention that the advertisement is compliant with GCRTA's Advertising Standards and therefore should be allowed. The Director of Marketing will schedule a hearing to be held within thirty (30) days of receiving notice of the appeal, and at such hearing will allow the advertiser to present any position or evidence they wish to offer. The Director of Marketing's decision shall be final.
- C. **Removal:** The Authority may, at the sole discretion of the General Manager, Chief Executive Officer, cause to be removed any advertising that does not conform to these Standards.
- D. **Uniform Application:** These Standards apply to all advertising coordinated or sold by GCRTA, any subcontractor, or third-party vendor. GCRTA reserves the right to suspend, modify, or revoke the application of any or all of these Standards as it deems necessary to comply with legal mandates, to accommodate its primary transportation function or to fulfill the goals and objectives of GCRTA.

4.0 RESPONSIBILITY

- 4.1 It is the responsibility of all Authority employees to comply with this administrative procedure as may be applicable.

5.0 **ATTACHMENT**

None.



TITLE/DESCRIPTION: LICENSE AGREEMENT FOR OUTDOOR ADVERTISING STRUCTURES AT FIVE (5) LOCATIONS ON GCRTA PROPERTY LICENSEE: LAMAR ADVERTISING OF YOUNGSTOWN, INC, TERM: FIVE (5) YEAR TERM AT \$112,300.00 PER YEAR, PAYABLE IN TWELVE (12) EQUAL MONTHLY INSTALLMENTS OF \$9,360.00 EACH	Resolution No.: 2023-80
	Date: September 21, 2023
	Initiator: Engineering & Project Management Division
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:** The proposed resolution authorizes GCRTA to enter into a License Agreement ("Agreement") with Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") for the use of five existing billboard advertising locations on GCRTA property.
- 2.0 **DESCRIPTION/JUSTIFICATION:** Lamar and its predecessor have been occupying the subject locations for many years. The purpose of this Agreement is to provide an additional five years of revenue to GCRTA as well as advertising opportunities for Lamar. There will be an increase in the fees to \$112,300.00 per year for the five locations, for a total of \$561,500.00 over the full five-year term. GCRTA's Advertising Guidelines will be included in the Agreement.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** This transaction complies with GCRTA's Real Estate Policies.
- 6.0 **ECONOMIC IMPACT:** Lamar will pay fair and reasonable market rate license fees for the use of GCRTA property. The rates total \$112,300.00 per year and \$561,500.00 over the full five-year term of the License Agreement.
- 7.0 **ALTERNATIVES:** To reject the Agreement with Lamar and reposition the locations for potential new licensees which may result in interruption and/or reduction of revenue.
- 8.0 **RECOMMENDATION:** Staff recommends approval of the five-year Agreement with Lamar authorizing Lamar to maintain and operate advertising structures at five (5) locations on GCRTA property.
- 9.0 **ATTACHMENTS:** Draft License Agreement

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



 General Manager, Chief Executive Officer

DRAFT

LICENSE AGREEMENT

Date: _____, 2023

1. LICENSE

This License Agreement ("License") is effective as of October 1, 2023 and is entered into between the **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio ("Licensor") and **Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH, a Delaware Corporation** ("Licensee"). Licensor hereby grants to Licensee a License on the real estate located in the City of Cleveland in the County of Cuyahoga in the State of Ohio ("Property") whose street addresses, permanent parcel numbers and location maps are attached as **Exhibit A**. The License is for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Licensee may place thereon in accordance with local building standards (collectively, the "Structures"). This License includes all reasonable and necessary rights of ingress and egress. Licensee may trim any trees and vegetation currently on the Property as often as Licensee in its sole discretion deems appropriate to prevent obstruction of the view of the advertising copy on the Structures. The authority granted by Licensor to Licensee to install, maintain and operate the Structures is expressly subject to all the terms and provisions of this License, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of Structures. Licensee has had an opportunity to inspect the Property and Licensee acknowledges that it is fully familiar with the Property. Licensee acknowledges that Licensor has made no representation or warranty of any kind whatsoever to Licensee, express or implied, concerning the condition, safety, fitness for use of the Property or any common areas, suitability for any purpose whatsoever, or state of repair thereof, and Licensee accepts the Property in its "present" condition, "as is, where is." Advertising on the Structures shall comply with Licensor's Advertising Policy and Administrative Procedure, attached hereto as **Exhibit B**, and be in good taste and in accordance with all laws.

2. ACCESS

Licensor shall have the right to establish, modify and enforce against Licensee reasonable rules and regulations concerning the use of the Property. Licensee shall have non-exclusive access to the Property at all reasonable times for the purpose of operating, maintaining and making inspections and repairs to Licensee's Structures. Licensee's employees, invitees and guests, are prohibited from parking trucks or vehicles on the Property except as required for operating, maintaining and making inspections and repairs to Licensee's Structures. Licensor shall not be liable for any damage to any Structure or motor vehicle of Licensee's, Licensee's employees, invitees or guests.

3. TERM; TERMINATION

(a) Subject to the parties' rights to terminate as described in this paragraph and paragraphs 6 and 14 of this License, this License shall be for a term of five (5) years ("Term"), commencing on October 1, 2023 (the "Commencement Date") and ending on September 30, 2028.

(b) Either party may terminate this License for any reason by giving the other party 90 days advance notice to terminate as of the end of the then current License year.

(c) If, in Licensee's reasonable opinion, the view of any Structure advertising copy becomes entirely or partially obstructed by Licensor and Licensor does not correct the condition within thirty (30) days after receipt of notice from Licensee, then Licensee may immediately at its option (1) seek Licensor's approval to relocate its Structure to another location on the same parcel, which approval may be granted at Licensor's sole discretion; (2) negotiate a reduction in license fees in direct proportion to the loss suffered; or (3) deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure. When the termination is effective, the amount of the final license fee payment shall be pro-rated, and Licensee shall have no obligation to pay fees for periods after the date of the termination.

(d) If (1) Licensee is prevented from obtaining or maintaining any necessary permit for erection, use and maintenance of a Structure by circumstances outside of its control; (2) a Structure's use is prevented by any federal, state or local law, regulation or ordinance; or (3) Licensee chooses not to maintain a permit or comply with any requirement stated in paragraph 10(a) with respect to a particular Structure, then Licensee may immediately deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure. The Licensee will have 30 days after the date it delivers the notice of intention to terminate to remove Licensee's Structure(s) and below-ground concrete and restore the Property to the same or as good condition as it was in prior to installation of the Structures, and following such removal the termination shall be effective with respect to that Structure.

(e) Anything herein to the contrary notwithstanding, Licensor shall have no liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of removing its Structures. Any such removal or relocation shall be at Licensee's cost.

(f) If Licensee removes its Structures or fails to maintain permits for the erection, use and/or maintenance of its Structures or comply with any requirement stated in paragraph 10(a), Licensor may terminate this License with 30 days advance written notice.

(g) Upon termination for any reason, Licensee shall have 30 days to remove Licensee's Structures and below-ground concrete and restore the Property to the same

or as good condition as it was in prior to installation of the Structures.

(h) If Licensee holds over or remains in possession of the Property after the expiration of the Term of this License and Licensee is not in default of this License, then the Licensee may remain in possession of the Property and this License may be extended on a month-to-month basis until such time as a new License is negotiated, either with Licensee or another entity. The month-to-month period shall not exceed twelve months or extend past September 30, 2029.

4. LICENSE FEES

Licensee shall pay Licensor license fees in the amounts shown on **Exhibit C** during the term of this License. The first payment will be made on October 1, 2023. Monthly payments shall be made on the first day of each month thereafter. In the event Licensee fails to pay any fees when due under the terms of this License, then to help defray the additional cost of Licensor for processing such late payments, Licensee shall pay Licensor, on demand, a late charge equal to one and one-half percent 1-1/2% per month until paid in full; and the failure to pay such amount within ten (10) days of written notice of demand therefor shall be an event of default hereunder. This provision for such late charges shall be in addition to all of Licensor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Licensor's remedies in any manner.

5. LICENSEE STRUCTURES

Licensee is the owner of the Structures and has the right and the obligation to remove the Structures, including all below-ground concrete, as provided in paragraph 3 above.

6. CONDEMNATION

If the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Licensee may terminate this License with respect to the affected Structure upon not less than thirty (30) days' notice in accordance with paragraph 3 above, and when the termination is effective the amount of the final license fee payment shall be pro-rated. Licensee shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Licensee's interest in this License. Licensor shall assert no rights in such interests. If condemnation proceedings are initiated, Licensor shall use its reasonable efforts to include Licensee as a party thereto. Once an eminent domain action is filed, no right of termination set forth anywhere in this License may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. However, if Licensee fails to pay any installment of its license fees during such time, Licensor shall

have the right to terminate this License under paragraphs 3, 12 and 13.

7. LICENSOR AUTHORITY

Licensor represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this License.

8. NOTICE OF PAYMENT ADDRESS

Payments shall be submitted to: Greater Cleveland Regional Transit Authority, Attn: Accounts Receivable, 1240 West 6th St., Cleveland, Ohio 44113.

9. NOTICE

Any notice to any party under this License shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

Notices to Licensor shall be addressed as follows:

Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331
Attention: India L. Birdsong Terry, General Manager, Chief Executive Officer

And a copy to the same address, Attention: Property Manager

Notices to Licensee shall be addressed as follows:

Tim Gerity, General Manager
Lamar Advertising of Cleveland, OH
12222 Plaza Drive
Parma, Ohio 44130

And a copy to the same address, Attention: Scott Rowland, Real Estate Manager

Licensee or Licensor may from time to time designate by written notice to the other, in accordance with the terms of this License, a new address for the mailing of notices.

10. COMPLIANCE WITH LAWS

(a) Licensee shall promptly perform and comply with all statutes, ordinances,

rules, orders, regulations and requirements of the federal, state and municipal governments, and of all of their departments and bureaus having jurisdiction or agreements with Licensor applicable to the Property or Licensee's Structures on the Property, use of the Property and nuisances or other grievances in, upon or connected with such use during the term of this License.

(b) Licensee shall obtain at its own cost and maintain throughout the term of this License all licenses and permits required for the operation and future removal of Licensee's Structures, and any improvements, if any, made by Licensee, from or on the Property. All such licenses and permits shall remain the property of Licensee. Licensee covenants and agrees to pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen, and unforeseen, that may be due, levied or assessed against Licensee or Licensee's Structure, or Licensee's business during the term of this License. Licensee shall also pay all taxes and assessments that may be due, levied or assessed upon this License, or that arise as a result of this License or Licensee's use of the Property. In addition, Licensee shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on (or resulting from Licensee's installation of) Licensee's Structures.

11. LIENS

Licensee shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's acts or omissions, and further will not directly or indirectly create, incur, assume or suffer to exist any materialman's, mechanic's, workmen's, repairmen's or any other similar lien. Licensor's interest in the Property further shall not be subject to liens for improvements, if any, made by Licensee, and Licensee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversions or other estate of Licensor in the Property as a result of improvements made by Licensee for any other cause or reason. Licensee acknowledges that such liens are expressly prohibited and that all persons performing work for Licensee must look solely to Licensee to secure payment for any work done or material furnished in connection with improvements and work made or performed by Licensee during the term of this License. Licensee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within three (3) days after Licensee is given written notice of the assertion of any such lien or claim of lien. Licensee shall advise all persons furnishing designs, labor, materials or services to the Property in connection with Licensee's improvements thereof of the foregoing provisions. Licensee shall hold Licensor harmless from all costs and liabilities incurred as a result of such liens or claims.

12. EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Licensee under this License:

(a) If Licensee fails to pay any installment of its license fees when due, or any other payment or reimbursement to Licensor required herein when due, and such failure shall continue for a period of ten (10) business days after receipt of written notice from Licensor to Licensee; or

(b) If Licensee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or

(c) If Licensee shall file a petition under any paragraph or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Licensee shall be adjudged bankrupt or insolvent in proceedings filed against Licensee hereunder; or

(d) If a receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or

(e) If Licensee shall fail to comply with any other term, provision, condition or covenant of this License, and shall not cure such failure within thirty (30) business days after written notice thereof is given by Licensor; or

(f) If Licensee remains on the Property after the end of the Term (or any agreed upon extension of the Term) and has not either (1) entered into a renewed License with Licensor or (2) entered into negotiations to renew the License in accordance with the provisions of paragraph 3(h) above.

13. REMEDIES

(a) Upon the occurrence of any of the events of default described above, Licensor shall have the option to pursue any one or more of the following remedies:

(i) Licensor may terminate this License, in which event Licensee shall immediately surrender the Property to Licensor, and if Licensee fails to do so, Licensor may, without prejudice to any other remedy which it may have for possession or arrearages in license fees, enter upon and take possession of the Property and expel or remove Licensee's Structures or any part thereof without being liable for prosecution or any claim of damages therefor; and Licensee agrees to pay to Licensor the amount of all loss and damage which Licensor may suffer by reason of such termination.

(ii) Licensor may enter upon the Property without being liable for prosecution or any claim for damages therefor, and do whatever Licensee is required to do under the terms of this License; and Licensee agrees to reimburse Licensor for any expenses which Licensor may incur in thus effecting compliance with Licensee's obligations under this License, and Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action, whether caused by the negligence of Licensor or otherwise.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any license fees due to Licensor hereunder or of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Licensor or its agents during the Term hereby granted shall be deemed a termination of this License or an acceptance of the surrender of the Property, and no agreement to terminate this License or accept a surrender of said Property shall be valid unless in writing signed by Licensor.

14. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION

Subject to the provisions contained in Section 6 above, Licensee assumes all risks of damage or loss to Licensee's Structures, if any, from fire, windstorm, hurricane and other acts of God, and from condemnation and any other event beyond Licensor's control. In the event the Property or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane or other act of God, or from condemnation or any other event beyond Licensor's control, if any such damage renders all or a substantial portion of the Property unfit for the purpose intended, either Licensor or Licensee shall have the right to terminate this License, in accordance with the terms of paragraph 3 above, by giving written notice to the other at any time within ninety (90) days after the date of such damage, condemnation or other event. The Licensee will have 30 days after the date it delivered the notice of intention to terminate to remove Licensee's Structures and below-ground concrete and restore the Property to the same or as good condition as it was in prior to installation of the Structures, and following such removal the termination shall be effective, in which event, if Licensee is not otherwise in default, the amount of the final license fee payment shall be pro-rated from the effective date of the termination. Licensor shall have no duty or obligation to repair or restore Property and shall not have any liability or obligation to Licensee, or anyone claiming under or through Licensee, for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its Structures at an alternative site.

15. NO INTEREST IN REALTY

This License shall not at any time be interpreted to constitute a lease or sublease nor shall the same be interpreted as granting to Licensee any rights in or to the Property or any part thereof, except license rights for the purpose of constructing and maintaining the Structures as otherwise provided herein.

16. INSURANCE

(a) The Licensee shall obtain and maintain for the life of this License the following minimum insurance coverage. Such insurance shall protect the Licensee from claims which may arise out of or result from the Licensee's operations under this License and for which the Licensee may be legally liable, whether such operations be by the Licensee or by a subcontractor or by anyone employed directly or indirectly by any of

them, or by anyone for whose acts any of them may be liable.

Approval by the Licensor: Approval of the insurance by the Licensor shall not relieve or decrease the liability of the Licensee hereunder. The Licensor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Licensee's interests or liabilities.

In the event the Licensee neglects, refuses or fails to provide the insurance required under the License, or if such insurance is cancelled for any reason, the Licensor shall have the right but not the duty to procure the same, and costs thereof shall be charged to the Licensee.

Licensor reserves the right to request a copy of all policies and endorsements prescribed herein.

- 1) **Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$5,000,000 annual aggregate.
- 2) **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- 3) **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this License and under the control of the Licensee. Employers' Liability coverage in the amount of \$1,000,000 per accident/ \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under 1) above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

General Requirements: The Licensee shall not have access to the Property until it has obtained the required insurance and has received written approval of such insurance by the Licensor. ***Licensee shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

Licensor will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies to meet the minimum coverage requirements contained herein.

- (b) The certificate shall provide the following:

- 1) The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Licensee shall:
 - Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of this License.
 - Maintain and provide evidence of similar insurance for at least three (3) years following termination of this License, including the requirement of adding all additional insureds; and
 - If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the License Effective Date, Licensee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- 2) Name the Licensor as an additional insured for all CGL and BAL liability coverage for claims arising out of operations in conjunction with the License.
- 3) Contain a waiver of subrogation in favor of the Licensor.
- 4) Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Licensor.
- 5) Contain a specific reference to the subject License.
- 6) Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- 7) In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Licensor has received written notice of such change or cancellation from the Licensee. Such notice shall be mailed by certified mail, return receipt requested, to the Licensor's Property Manager.
- 8) An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Licensor. The Licensor shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

(c) In the event that any third party shall work on the Property for Licensee, such third party shall provide Licensor and Licensee with certificates of insurance meeting the minimum coverage limits and conforming to such other requirements stated in paragraph 16(a) above for Licensee.

17. INDEMNIFICATION

To the fullest extent permitted by law and to the full extent of Licensee's intentional, reckless or negligent acts or omissions, the Licensee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Licensor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Licensee's intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this License, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Licensee.

In the event of negligence or intentional acts or omissions by more than one entity, responsibility for such negligence or intentional acts or omissions will be allocated in accordance with the proportionate share of such entity's(ies') negligence or intentional acts or omissions. Nothing herein shall be construed as making Licensee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of Licensor.

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

18. DISCLAIMER

Licensor shall have no liability to Licensee or anyone claiming under or through Licensee for (i) any injury, loss of revenue, business interruption, inconvenience, loss or damage to Licensee caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensee or Licensor, the principals, employees, or agents of each, or any other person, or (ii) for the making of any alteration of, or improvement or repair to the Property, Licensor's equipment or the equipment of other users located in or on the Property, whether required by any governmental agency, or due to casualty, or for any other reason.

19. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION AND RECORDING

Licensee acknowledges and agrees that this License is and shall be subject and subordinate to any mortgage now existing or hereafter placed by Licensor upon the Property or any structure thereon. Within ten (10) days after the request by Licensor, Licensee shall deliver to Licensor, without charge or expense to Licensor, a written and acknowledged statement certifying, if true, that Licensee is in possession of the Property, that this License is unmodified and in full force and effect (or if there have been modifications, that the License is in full force and effect, as modified, and stating the modifications), and the dates to which the license fees and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this

paragraph may be relied upon by any prospective purchaser or lender or the mortgagee, beneficiary, or guaranties of any security or interest, or any assignees of any such parties under any mortgage now or hereafter given by Licensor.

20. ASSIGNMENT

(a) By Licensee. Licensee shall have no right to sell, convey, assign, sublet, pledge, encumber or otherwise transfer its rights or obligations under this License, in whole or in part, without the prior written consent of Licensor. Consent to any one or more of such transfers or encumbrances shall not be deemed to waive Licensor's right to approve any further encumbrance or transfer. Approval of an encumbrance shall not be deemed approval or permission for a transfer to occur without such consents in the event of default thereunder and the attempted enforcement by foreclosure or seizure of Licensee's Structures. Any transfer by operation of law, merger, consolidation or joint venture shall be deemed an assignment for purposes of this License. Any sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer or attempted sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of Licensee's rights under this License without the prior written consent of Licensor shall be void and shall constitute a breach of this License.

(b) By Licensor: This License shall inure to the benefit of Licensor's successors, assignees and affiliates. Licensor and any subsequent assignee may freely assign this License to any party, provided that such party assumes and agrees in writing to perform all of the Licensor's obligations hereunder, and upon such event, Licensor shall automatically and entirely be released from all covenants and obligations under this License from and after the date of such assignment. Licensor shall not be required to obtain the consent of Licensee regarding an assignment of this License.

21. BINDING EFFECT

Each term and each provision of this License to be performed by Licensee shall be construed to be both an independent covenant and a condition. The reference to successors and assigns of Licensee is not intended to constitute a consent by Licensor to any assignment or transfer by Licensee, but has reference only to those instances in which Licensor may have given consent to a particular assignment.

22. GOVERNING LAW

The validity, interpretation, and effect of this License shall be governed by the laws of the State of Ohio.

23. HAZARDOUS MATERIALS

(a)(i) Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Property by Licensee, its agents,

principals, employees, contractors, consultants or invitees (or any other person on the Property claiming its right of entry by or through Licensee) without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever or for no reason at all. If Licensee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by Licensee (or the aforesaid others) results in contamination of the Property or the surrounding area(s), or if contamination of the Property or the surrounding area(s) by Hazardous Material otherwise occurs for which Licensee is legally, actually or factually liable or responsible, then Licensee shall fully and completely indemnify, defend and hold harmless Licensor (or any party claiming by, through or under Licensor) from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses including, without limitation: (i) diminution in the value of the Property and/or the land on which the Structure is located and/or any adjoining area(s) which Licensor owns or in which it holds a property interest; (ii) any asserted damage to neighboring properties or the occupants of such properties, and (iii) any sums paid in settlement of claims, attorneys' fees, consultants fees and expert fees which arise or arose before, during or after the Term of this License as a consequence of such contamination. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Property or the surrounding area(s) caused or permitted contamination of the Property or the surrounding area(s), Licensee shall immediately take all actions at its sole expense as are necessary or appropriate to return the Property and the surrounding area(s) to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Licensor's prior written approval of such actions by Licensee shall be first obtained. The foregoing obligations and responsibilities of Licensee shall survive the expiration or earlier termination of this License.

(ii) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable local, state or federal ordinance, regulation or law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental ordinance, regulation or law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

(b) Licensor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Licensee is complying with the terms of this paragraph. If Licensee is not in compliance with this paragraph, Licensor shall have the right to immediately enter upon the Property to remedy any contamination caused by Licensee's failure to comply, notwithstanding any other provision of this License. Licensor shall not be liable for any interference caused thereby. Further, any noncompliance by Licensee with its duties, responsibilities and obligations under this paragraph, which is not corrected within 30 days of its occurrence, shall be a default of this License by

Licensee. No notice by Licensor to Licensee shall be required.

24. SEVERABILITY

If any term or provision of this License, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished or impaired, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

25. EFFECT OF WAIVER

No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Licensor's acceptance of the payment of the license fees, or a portion of the license fees due, or other payments hereunder after the commencement by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or Licensor's right to enforce any such remedies with respect to such default or any subsequent default.

26. AUDITS AND INSPECTION

Licensee shall maintain books, records, documents, and other evidence directly pertinent to the performance under this License in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. Licensor and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this License kept by or under the control of the Licensee, including, but not limited to those kept by the Licensee, its employees, agents, assigns, successors and sublicensees. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Licensee shall, at all times during the Term of this License and for a period of three years after the completion of this License, maintain such records, together with such supporting or underlying documents and materials. The Licensee shall at any time requested by Licensor, whether during or after completion of this License, and at Licensee's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Licensor. Such records shall be made available to Licensor during normal business hours at the Licensee's office

or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Licensor. Licensee shall ensure Licensor has these rights with Licensee's employees, agents, assigns, successors, and sublicensees, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Licensee and any sublicensees to the extent that those subcontracts or agreements relate to fulfillment of the Licensee's obligations to Licensor. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Licensor may recoup the costs of the audit work from the Licensee. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Licensee's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Licensor's findings to Licensee.

27. HEADINGS

The headings in this License are solely for convenience or reference and shall not affect its interpretation.

28. ENTIRE AGREEMENT

This License constitutes the full and complete understanding between the parties regarding the Property and/or the Structures and supersedes and replaces all prior agreements and negotiations between the parties. This License shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this License.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the execution hereof by Licensor and Licensee as of the day and year first above written.

**LAMAR ADVERTISING OF
YOUNGSTOWN, INC. DBA LAMAR
ADVERTISING OF CLEVELAND, OH –
LICENSEE**

By: _____
Name: _____
Title: _____
Date: _____
Branch Address: 12222 Plaza Drive
Parma, OH 44130
Tel: (216) 676-8168
Tax ID No.: _____

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY - LICENSOR**

By: _____
India L. Birdsong Terry
General Manager, CEO
Date: _____
Address: 1240 West 6th Street
Cleveland, OH 44113

Approved as to legal form:

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

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by India L. Birdsong Terry, its General Manager, Chief Executive Officer, who acknowledged that she did execute the foregoing instrument, on behalf of said Authority; that the same is her free act and deed as such officer; and the free act and deed of the Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this ____ day of _____, 2023.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH, by _____, its _____, who acknowledged that he/she did execute the foregoing instrument, on behalf of said corporation or other corporate entity; that the same is his/her free act and deed, individually and as such officer; and the free act and deed of the corporation or other corporate entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this ____ day of _____, 2023.

NOTARY PUBLIC

This instrument prepared by
Dawn M. Tarka
Associate Counsel II
Greater Cleveland Regional Transit Authority
1240 West 6th St.
Cleveland, Ohio 44113

EXHIBIT A

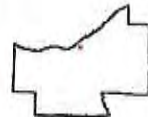
Lamar Advertising Structure Locations As of October 1, 2023

Lamar Lease No.	PPN	Address / Location Description
7319	101-31-024	West of Ontario St., N or Eagle Ave Ramp, Cleveland, OH
7425	342-19-008	East of Berea Fwy opposite entrance to Hopkins Airport, Cleveland, OH
8175	005-01-001	Madison Ave east of W 117 th St, Cleveland, OH
8192	133-24-019	E 93 rd St north of Cambridge Ave, Cleveland, OH
8509	334-30-001	Engle Rd north of Brookpark Rd, Cleveland, OH

See detailed location information on the attached maps, photos and descriptions.



EXHIBIT A - PPN 101-31-024



Date Created: 8/19/2016

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION!

CUYAHOGA COUNTY
GIS GEOGRAPHICAL
INFORMATION
SYSTEMS



Market: CUYAHOGA
 Permit: 466

TAB Unique ID: 30549277
 Location: 1 Oniabo St, WS 5008, N/O Carnegie Av FIS -

Lat/Long: 41.49504 / -81.68162
 MediaStyle: Permanent Bulletin / Regular

*Weekly Impressions: 130004
 Panel Size: 38' 0" x 30' 0" Spec: 5xset

Vinyl Size: 31' 0" x 31' 0"
 Facing/Road: South / Left

Illuminated: YES

*Impression values based on: 18+ yrs

Physical Address: 12223 Plaza Drive, Parma, OH 44130
 Mailing Address: 12223 Plaza Drive, Parma, OH 44130

Cleveland, OH 216-976-4321



Market: CUYAHOGA
Panel: 407
TAB Unique ID: 30567326
Location: Ontario St WS 5000 N/O Carnegie Av FN -
1
Lat/Long: 41.49504 / -81.68762
Media/Style: Permanent Bulletin / Digital
*Weekly Impressions: 137640 per spot
Panel Size: 30' 0" x 30' 0" [View Chart](#)
Facing/Road: North / Right
of slots: 6
Dwell Time: 6

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Billing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH

216-676-4321





Market: CUYAHOGA
Panel: 407
TAB Unique ID: 39567526
Location: Ontario St WS 5000 N/O Carnegie Av-FIN -
1
Lat/Long: 41.69504 / -81.68762
Media/Style: Permanent Bulletin / Digital
*Weekly Impressions: 137640 per spot
Panel Size: 30' 0" x 30' 0" [View Sheet](#)
Facing/Road: North / Right
of slots: 6
Dwell Time: 6

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Billing Address: 12222 Plaza Drive, Parma, OH 44130

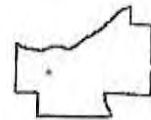
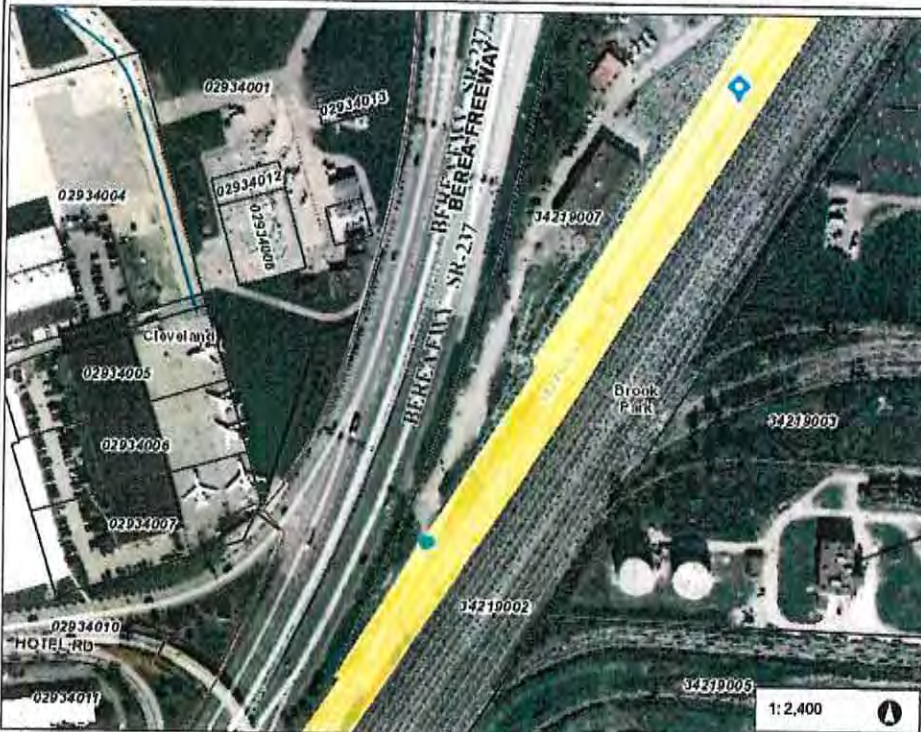
Cleveland, OH 216-576-4331

Cleveland, OH





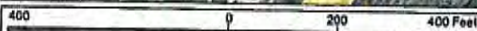
EXHIBIT A - PPN 342-19-008 - Berea Fwy Opposite Entrance to CLE



Date Created: 8/19/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:2,400

CUYAHOGA COUNTY
GEOGRAPHICAL
INFORMATION
SYSTEMS



Market: CUYAHOGA
Panel: 130
TAB Unique ID: 61877
Location: Bicea Frey ES SW WAO Opposite Airport Entrance F30-1
Lat/Long: 41.41231 / -81.83044
MediaBuyer: Permanent Bulletin / Regular
Weekly Impressions: 102484
Panel Size: 14' 0" x 48' 0" [View Sheet](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Road: North / Left
Illuminated: YES

61877
 130
 Bicea Frey ES SW WAO Opposite Airport Entrance F30-1
 41.41231 / -81.83044
 Permanent Bulletin / Regular
 102484
 14' 0" x 48' 0" [View Sheet](#)
 15' 0" x 49' 0"
 North / Left
 YES

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Mailing Address: 12222 Plaza Drive, Parma, OH 44130

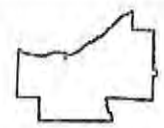
216-576-4321

Cleveland, OH

1-800-333-3333



EXHIBIT A - PPN 005-10-001 - West 117th St and Madison Ave.



Date Created: 8/19/2016

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
 - Point Parcel
 - Air Parcel
 - Survey Parcel

1:1,200



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION





Market: CUYAHOGA
 Panel: 11648
 TAB Unique ID: 61385
 Location: Madison Av SS 150N EAO West 117 St FW
 - 1
 Last Long: 41,47682 / -81,78686
 Media Style: Poster / Recto
 *Weekly Impressions: 32787
 Panel Size: 10' 6" x 22' 8" [View Panel](#)
 Vinyl Size: 10' 6.5" x 22' 9.5"
 Facing/Road: West / Right
 Illuminated: YES

*Impression values based on 18+ yrs

Physical Address: 1222 Plaza Drive, Parma, OH 44130
 Mailing Address: 1222 Plaza Drive, Parma, OH 44130

216-678-4321

Cleveland, OH



Market: CUYAHOGA
Panel: 11350
TAB Unique ID: 61147
Location: East 90 St WS 285R MID Cambridge Av FIS-1
Lat/Long: 41.45889 / -81.62161
MediaStyle: Poster / Railro
Weekly Impressions: 37781
Panel Size: 10' 5" x 22' 9" Color/Panel
View Size: 10' 6.5" x 22' 9.5"
Facing/Road: South / Left
Illuminated: YES

© 2014
 Ketchum

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
 Billing Address: 12222 Plaza Drive, Parma, OH 44130

Cleveland, OH | 216-678-4321



EXHIBIT A - PPN 344-30-001 - Engle Rd at Brookpark Rd.



Date Created: 8/16/2018

Legend

- Municipalities
- Point Parcels
- Air Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Point Parcel
- Air Parcel
- Survey Parcel

200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

CUYAHOGA COUNTY
GEOGRAPHICAL
INFORMATION
SYSTEMS



Market: CUYAHOGA
 Panel: 161

TAB Unique ID: 61984
 Location: Engle Rd CL 150th MID Brookpark Rd FRS
 Lat/Long: 41.41915 / -81.81904
 Media/Style: Permanent Bulletin / Regular
 Weekly Impressions: 39680
 Panel Size: 14' 0" x 48' 0" [View Drive](#)
 Vinyl Size: 15' 0" x 49' 0"
 Facing/Road: South / Center
 Illuminated: YES

*Impression values based on: 18+ yrs

Physical Address: 12222 Pizza Drive, Parma, OH 44130
 Mailing Address: 12222 Pizza Drive, Parma, OH 44130

216-676-4321

Cleveland, OH



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Market: CUYAHOGA
Panel: 151

TAB Unique ID: 61893
Location: 1-71 WS-1001 NMO Brookpark Rd PM-1
Lat/Long: 41.41916 / 81.61903
MediaStyle: Permanent Bulletin / Regular
*Woody Impressions: 413334
Panel Size: 14' 0" x 48' 0" [View Details](#)
Vinyl Size: 15' 0" x 49' 0"
Facing/Head: North / Right
Illuminated: YES

*Impression values based on: 18+ yrs

Physical Address: 12222 Plaza Drive, Parma, OH 44130
Billing Address: 12222 Plaza Drive, Parma, OH 44130

216-676-4321

Cleveland, OH

EXHIBIT B

Advertising Policy and Administrative Procedure

CHAPTER 1210
Advertising Policy

1210.01 Advertising on Authority Property

1210.01 ADVERTISING ON AUTHORITY PROPERTY.

(a) The Authority seeks to support a healthy and vibrant community through its brand and advertising. The Authority intends to maintain a safe and welcoming environment for all Authority passengers and members of the community, including minors, without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status.

(b) The Authority will maintain a professional advertising environment in all advertising spaces, including physical, audio and digital spaces, and manage the advertising program in a manner that will ensure that advertising: (1) does not discourage the use of or disrupt the operation of the transit system, (2) does not diminish the Authority's reputation in the community or the goodwill of its passengers, (3) does not express an opinion, that might be attributed to the Authority, regarding political, religious or other issues that are the subject of public debate, (4) protects passengers, bystanders, employees, vehicles, facilities, and other equipment from physical harm, (5) aids the Authority in retaining current and building new transit ridership, and (6) is consistent with its Mission.

(c) The Authority's advertising space is a non-public forum, which means that it has not been traditionally open to speech and debate in the same manner as public parks and city streets have been.

(d) The Authority will permit the following types of advertising: (1) commercial advertising; (2) advertising related to the Authority's transit operations; (3) paid or unpaid public service announcements and (4) paid political advertising.

(e) The Authority will not permit the following types of advertising: (1) advertising that contains material that discriminates on the basis of race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status; (2) alcohol, marijuana, tobacco products and related products and services; (3) profanity; (4) violence; (5) unlawful goods, services or conduct; (6) sexual activity, products or sexually-oriented services; (7) firearms; (8) gambling; (9) unauthorized endorsements; (10) false, misleading, libelous or deceptive advertising; (11) copyright infringements, trademark violations or otherwise unlawful advertising; (12) advertising tending to impede transit safety or disrupt traffic; (13) unclear identification of the advertiser; and (14) unpaid advertising.

(f) The Authority will determine the interior and exterior spaces that will serve as appropriate locations for all advertising. The Authority reserves the right to modify, change, or alter the locations and sizes of the available advertisement spaces. The placement and size of any advertisement shall be at the sole discretion of the Authority.

(g) The Authority may, at the sole discretion of the General Manager, Chief Executive Officer, cause to be removed any advertising that does not conform to this Policy.

(h) The General Manager, Chief Executive Officer is authorized to issue and amend procedures to implement this policy without further approval of the Board of Trustees.



Advertising Standards for Greater Cleveland Regional Transit Authority Property	NO. 061
	EFFECTIVE June 30, 2023
Prepared By DGM – Administration & External Affairs	Issued By General Manager, GEO

1.0 PURPOSE/OBJECTIVE

The Greater Cleveland Regional Transit Authority ("GCRTA") provides public transportation services primarily in Cuyahoga County, Ohio. "Connecting the Community" is GCRTA's Mission. GCRTA provides safe and efficient mobility services in Cuyahoga County, Ohio.

2.0 REFERENCES

First Amendment to the U.S. Constitution and related cases

Am. Freedom Defense v. Suburban Mobility Auth., 978 F. 3d 481 (6th Cir. 2020)

Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, Chapter 1210 Advertising Policy

3.0 PROCEDURE

3.1 ADVERTISING SPACE

In accordance with these Advertising Standards ("Standards") and GCRTA's advertising policy located at Chapter 1210 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, GCRTA will allow advertising on its property, including, but not limited to, its vehicles, shelters, billboards and display areas within GCRTA's facilities. GCRTA's advertising space is a non-public forum, which means that it has not been traditionally open to speech and debate in the same manner as public parks and city streets have been. These uniform, viewpoint-neutral Standards apply to all advertising on GCRTA property as well as audio and digital spaces.

3.2 PERMITTED ADVERTISING

GCRTA expects all advertising copy and images to be truthful and testimonials to be authentic. GCRTA permits the following types of advertising:

- A. **Commercial Advertising:** advertising with the sole purpose to sell products, goods or services for profit. However, commercial advertising of the type specifically prohibited within Section 3.3 of these Standards will not be permitted.
- B. **Transit Operations of GCRTA:** advertising that relates to GCRTA services and products.

- C. **Public Service Announcements:** advertising by governmental entities, academic institutions, or nonprofit organizations to provide public service announcements. Such announcements are subject to the provisions set forth in Section 3.3.
- D. **Paid Political Advertising:** advertising placed (1) by candidates for election or nomination to public office; (2) for the purpose of influencing the outcomes of ballot issues, referenda, initiatives, tax levies, or similar procedures; (3) for the purpose of influencing the introduction, enactment, or modification of legislation; or (4) relating to a political party, political committee, or other political organization. Paid political advertising will be sold on a first come, first served basis. All paid political advertising material shall state, "paid political advertising."

3.3 PROHIBITED ADVERTISING

GCRTA will not permit the following types of advertising:

- A. **Discrimination:** The advertisement contains material that discriminates on the basis of race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or military status.
- B. **Alcohol, Marijuana, Tobacco Products, and Related Products and Services:** The advertisement promotes the sale or use of products licensed and regulated under Ohio law including beer, wine, distilled spirits, or any alcoholic beverage; marijuana, cannabis or other products containing cannabinoids; tobacco products including but not limited to cigarettes, cigars, pipes, smokeless products (snuff, chew, dissolvable, etc.) and vaping products. Advertising products that may be confused as an item listed herein (such as non-alcoholic beer) and related services or activities (hiring, training, certification in order to sell or dispense products) are also prohibited.
- C. **Profanity:** The advertisement contains profane language, i.e. language that under contemporary community standards is offensive to members of the public.
- D. **Violence:** The advertisement contains an image or description of violence, including, but not limited to:
 - 1. a depiction that could incite or produce lawless action in the form of retaliation, vandalism, or other breach of public safety, peace and order;
 - 2. the graphic depiction (e.g., blood and gore) of violence having been or being perpetrated upon human or animal bodies or body parts, or fetuses;
 - 3. the depiction of weapons or other implements or devices used in an act of violence;
 - 4. the depiction of rape, murder, or other acts of violence.
- E. **Unlawful Goods, Services or Conduct:** The advertisement promotes or encourages, or appears to promote or encourage, any product, service, behavior, or activity that is illegal under federal, state, or local law. Advertised contests or giveaways are to comply with all applicable laws and regulations.

- F. **Sexual Activity, Products or Sexually-Oriented Services:** The advertisement depicts nudity, sexual intercourse, or other sexual acts; contains obscene or pornographic language, images, or graphics or refers to sexual images or anatomical areas; or is harmful to juveniles. For purposes of these Standards, the terms "obscene," "nudity" and "harmful to juveniles" have the meanings contained in Ohio Revised Code Chapter 2907. The advertisement relates to contraceptive, hygienic, performance enhancing, accessory or attire products of an intimately personal nature. The advertisement contains material that incites, describes, depicts, or represents sexual activities or images or descriptions of human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest. The advertisement promotes the sale of pornography, adult telephone or Internet services, escort services, nude dance clubs, adult sexual establishments (stores, arcades), sensual massage, or any other form of adult-oriented entertainment.
- G. **Firearms:** Advertisements for firearms, ammunition and firearm-related products.
- H. **Gambling:** Advertisements for any type of gambling products or services with a concept of wagering money and/or items of material value with an uncertain outcome, and with the primary intent of winning additional money and/or material goods.
- I. **Unauthorized Endorsements:** The advertisement, or any material contained in it, implies or declares an endorsement by GCRTA of any service, product, point-of-view, event, or program without prior written authorization of GCRTA's General Manager, CEO. GCRTA's name, logo, slogans, or other graphic representations of the transit system may not be used by others in advertisements unless written permission is first obtained from GCRTA. The prohibition against endorsements does not apply to advertising for a service, event, or program for which GCRTA is an official sponsor, cosponsor, or participant.
- J. **False, Misleading, Libelous or Deceptive Advertising:** Any advertisement, or any material in it, that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive, or would constitute a tort of defamation, or invasion of privacy.
- K. **Copyright Infringements, Trademark Violations or Otherwise Unlawful Advertising:** The advertisement, or any material contained in it, is intellectual property infringement, including piracy or infringement of copyright, trade dress, service mark, title, or slogan, or is otherwise unlawful or illegal.
- L. **Advertising Tending to Impede Transit Safety or Disrupt Traffic:** Advertising that could have a negative impact on the safety of transit operations, such as advertising that encourages persons to refrain from using safety precautions normally used in transit-related activities (such as awaiting, boarding, riding upon, or debarking from transit vehicles). Advertising that could disrupt traffic, including but not limited to advertising that displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device; or incorporating any rotating, revolving, or flashing devices or any other moving parts in an advertisement.

- M. **Unclear Identification of the Advertiser:** The advertisement must clearly identify the sponsor of the advertisement. Any website, QR code, email address or telephone number that is listed in the advertisement must direct to material that is consistent with these Standards.
- N. **Unpaid Advertising:** No free advertising of any kind is permitted. However, GCRTA has the unqualified right to display advertisements and notices that pertain to GCRTA operations and promotions at no cost and consistent with its policy. Trade agreements (in which, in lieu of cash, GCRTA accepts products or services that are deemed useful to it) may be accepted upon approval by GCRTA.

3.4 PLACEMENT, ADMINISTRATION, AND ENFORCEMENT

- A. **Placement:** GCRTA will determine the interior and exterior spaces that will serve as appropriate locations for all advertising. GCRTA reserves the right to modify, change, or alter the locations and sizes of the available ad spaces. The placement and size of any advertising shall be at the sole discretion of GCRTA.
- B. **Review:** GCRTA or its agent will review each advertisement submitted for display on or in GCRTA vehicles or facilities to determine compliance with the Standards set forth above. If any advertisement falls within (or may fall within) one or more of the prohibited categories, GCRTA or its agent will send prompt, written (email) notification to the advertiser, including a copy of these Standards and identification of the applicable category(s).
 - 1. **Revision.** The advertiser, at its discretion and cost, may submit suggestions for revision to the advertisement to make it compliant with these Standards.
 - 2. **Appeal.** Rejection of an advertisement may be appealed to GCRTA's Director of Marketing by written notification delivered to the Director of Marketing no later than ten (10) business days from the date of notice of rejection. The appeal shall set forth the arguments supporting the contention that the advertisement is compliant with GCRTA's Advertising Standards and therefore should be allowed. The Director of Marketing will schedule a hearing to be held within thirty (30) days of receiving notice of the appeal, and at such hearing will allow the advertiser to present any position or evidence they wish to offer. The Director of Marketing's decision shall be final.
- C. **Removal:** The Authority may, at the sole discretion of the General Manager, Chief Executive Officer, cause to be removed any advertising that does not conform to these Standards.
- D. **Uniform Application:** These Standards apply to all advertising coordinated or sold by GCRTA, any subcontractor, or third-party vendor. GCRTA reserves the right to suspend, modify, or revoke the application of any or all of these Standards as it deems necessary to comply with legal mandates, to accommodate its primary transportation function or to fulfill the goals and objectives of GCRTA.

4.0 RESPONSIBILITY

- 4.1 It is the responsibility of all Authority employees to comply with this administrative procedure as may be applicable.

5.0 **ATTACHMENT**

None.

EXHIBIT C

**LICENSE FEES
Years 1-5:**

Lease Number	Annual Rent	Monthly Fee
7425	\$7,776.00	\$648.00
8175	\$1,728.00	\$144.00
8192	\$1,080.00	\$90.00
8509	\$9,180.00	\$765.00
7319		\$7,713.00
	\$92,556.00	
	Total: \$112,320.00	\$9,360.00

RESOLUTION NO. 2023-80

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A FIVE-YEAR LICENSE AGREEMENT WITH LAMAR ADVERTISING OF YOUNGSTOWN, INC., DBA LAMAR ADVERTISING OF CLEVELAND, OH FOR OUTDOOR ADVERTISING STRUCTURES AT FIVE (5) LOCATIONS ON GCRTA PROPERTY

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") owns property that has been leased or licensed to various advertising companies for the purpose of installing, maintaining and operating advertising billboards since at least 2010; and

WHEREAS, Lamar Advertising of Youngstown, Inc., dba Lamar Advertising of Cleveland, OH ("Lamar") is the current owner of the billboards; and

WHEREAS, the Authority is currently a party to a License Agreement with Lamar for the licensing of five (5) billboard sites on GCRTA property that expires on October 1, 2023; and

WHEREAS, Lamar has agreed in principal to the terms and conditions of the proposed new License Agreement ("Agreement") for a five-year term and a new schedule of fees to be paid by Lamar to GCRTA; and

WHEREAS, the General Manager, Chief Executive Officer of the Authority deems the Agreement with Lamar to be in the best interests of the Authority.

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 enter into the Agreement with Lamar Advertising of Youngstown, Inc. dba Lamar Advertising of Cleveland, OH for the use of five (5) billboard locations during the five-year term, as specified in the Agreement.

Section 2. That the Authority will be paid an annual license fee of \$112,300.00 payable in monthly installments of \$9,360.00 each.

Section 3. That the Authority will use revenues from the Agreement to support its public transit system.

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

Adopted: September 26, 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 AUGUST 31, 2023 AND AUGUST 31, 2022

	CURRENT MONTH	PRIOR YR MONTH	CHANGE	%CHANGE	CURRENT % OF TOTAL	2023 YTD	2022 YTD	CHANGE	%CHANGE	CURRENT % OF TOTAL
PASSENGER FAIRES:										
CASH FAIRES	\$ 927,576	\$ 965,241	\$ (37,665)	(3.90%)	3.70%	\$ 6,736,138	\$ 6,409,873	\$ 326,265	5.09%	3.41%
PASS/TICKET SALES	534,025	456,802	77,223	16.91%	2.13%	4,623,190	4,293,718	329,472	7.67%	2.34%
STUDENT FARECARDS	11,837	94,791	(82,954)	(87.51%)	0.05%	242,618	586,303	(343,685)	(58.62%)	0.12%
U-PASS	157,500	20,640	136,860	-	0.63%	2,109,237	2,012,030	97,227	4.83%	1.07%
MOBILE TICKETING	589,102	16,091	573,011	-	2.35%	4,340,507	3,132,247	1,208,260	38.57%	2.20%
SUBTOTAL PASSENGER FAIRES	2,220,040	1,553,565	666,475	42.90%	8.87%	18,051,690	16,434,151	1,617,539	9.84%	9.15%
OPERATING SUBSIDIES:										
SALES & USE TAX	22,278,551	22,004,701	273,850	1.24%	88.98%	172,755,263	167,952,142	4,803,120	2.86%	87.53%
SUBTOTAL OPERATING SUBSIDIES	22,278,551	22,004,701	273,850	1.24%	88.98%	172,755,263	167,952,142	4,803,120	2.86%	87.53%
OTHER REVENUE:										
ADVERTISING/CONCESSIONS/COMMISSIONS	56,926	53,709	3,217	5.99%	0.23%	1,151,096	1,815,146	(664,050)	(36.58%)	0.58%
NAMING RIGHTS LESS COMMISSIONS	167,287	-	167,287	-	0.67%	436,515	287,929	148,586	51.61%	0.22%
RENTAL INCOME	19,600	21,803	(2,203)	(10.10%)	0.08%	187,133	215,180	(28,047)	(13.03%)	0.09%
INTEREST INCOME	73,385	73,720	(325)	(0.44%)	0.29%	953,524	934,707	18,817	-	0.48%
OTHER	27,554	52,031	(24,477)	(46.91%)	0.11%	201,659	192,779	8,880	4.61%	0.10%
SUBTOTAL OTHER REVENUE	344,862	201,323	143,539	71.30%	1.38%	2,993,927	2,845,741	148,186	2.96%	1.48%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUEL/ONG/PROPANE TAX REFUNDS	57,362	44,824	12,538	27.97%	0.23%	1,454,689	1,342,406	112,283	8.36%	0.74%
GRANT REIMBURSEMENT (FEDERAL STATE, LOCAL MATCH)	-	1,203	(1,203)	-	0.00%	660,928	45,286	615,642	-	0.33%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	24,112	(24,112)	-	0.00%	850,455	344,112	506,343	-	0.43%
FEDERAL OPERATING ASSISTANCE	-	40,879	(40,879)	-	0.00%	33,642	40,879	(7,237)	(17.70%)	0.02%
MISCELLANEOUS RECEIPTS	137,635	110,386	27,249	24.69%	0.53%	635,207	1,484,761	(849,554)	(57.22%)	0.32%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL CRISAA	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL AIRP	-	-	-	-	0.00%	-	-	-	-	0.00%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	-	-	-	-	0.00%	-	81,293,421	(81,293,421)	-	0.00%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	194,997	221,304	(26,307)	(11.89%)	0.78%	3,634,921	84,550,865	(80,915,944)	(95.70%)	0.00%
REVENUE STABILIZATION SUB-FUND										
TOTAL CASH RECEIVED - GENERAL FUND	\$ 25,038,450	\$ 23,980,893	\$ 1,057,557	4.41%	100.00%	\$ 197,371,801	\$ 273,782,899	\$ (74,411,099)	(27.38%)	100.00%



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

	BUDGET MONTH	CURRENT MONTH	VARIANCE	%VARIANCE	CURRENT % OF TOTAL	2023 YTD BUDGET	2023 YTD	VARIANCE	%VARIANCE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 500,000	\$ 917,576	\$ 417,576	85.52%	3.70%	\$ 5,600,000	\$ 6,736,138	\$ 1,136,138	20.29%	3.41%
PASS/TICKET SALES	500,000	594,025	94,025	6.80%	2.13%	5,300,000	4,623,190	(676,810)	(12.77%)	2.34%
STUDENT FARECARDS	10,000	11,837	1,837	18.37%	0.05%	261,000	242,618	(18,382)	(7.04%)	0.12%
U-PASS	-	157,500	157,500	-	0.63%	1,150,000	2,109,237	919,237	77.25%	1.07%
MOBILE TICKETING	574,698	589,102	14,404	2.51%	2.35%	4,412,491	4,340,507	(71,984)	(1.63%)	2.20%
SUBTOTAL PASSENGER FARES	1,584,698	2,220,040	635,342	40.09%	8.87%	16,763,491	18,051,690	1,288,199	7.68%	9.15%
OPERATING SUBSIDIES:										
SALES & USE TAX	22,460,786	22,278,551	(182,235)	(0.55%)	88.98%	371,041,860	177,755,263	(1,936,597)	(0.52%)	87.53%
SUBTOTAL OPERATING SUBSIDIES	22,460,786	22,278,551	(182,235)	(0.55%)	88.98%	371,041,860	177,755,263	(1,288,597)	(0.35%)	87.53%
OTHER REVENUE:										
ADVERTISING/CONCESSIONS/COMMISSIONS	53,978	56,926	2,948	5.46%	0.23%	1,824,223	1,151,096	(673,127)	(36.80%)	0.58%
NAMING RIGHTS/LESS COMMISSIONS	39,221	167,287	128,066	325.71%	0.67%	327,150	496,515	169,365	51.77%	0.22%
RENTAL INCOME	40,000	19,600	(20,400)	(51.00%)	0.08%	150,000	187,133	37,133	24.76%	0.09%
INTEREST INCOME	50,000	73,395	23,395	46.79%	0.29%	400,000	953,524	553,524	138.38%	0.48%
OTHER	160,000	27,654	(132,346)	(82.72%)	0.11%	800,000	201,659	(598,341)	(74.79%)	0.10%
SUBTOTAL OTHER REVENUE	343,199	344,862	1,663	0.48%	1.38%	3,501,373	2,929,927	(571,446)	(16.32%)	1.48%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUEL/DNG/PROPANE TAX REFUNDS	50,000	57,362	7,362	14.72%	0.21%	900,000	1,454,889	554,889	61.63%	0.74%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	10,000	-	(10,000)	(100.00%)	0.00%	280,000	660,928	380,928	136.05%	0.39%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	200,000	-	(200,000)	(100.00%)	0.00%	400,000	850,455	450,455	112.61%	0.43%
FEDERAL OPERATING ASSISTANCE	-	-	-	-	0.00%	-	33,642	33,642	100.00%	0.02%
MISCELLANEOUS RECEIPTS	140,000	137,635	(2,365)	(1.69%)	0.55%	875,127	635,207	(239,920)	(27.42%)	0.32%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL CHRSAA	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL ARP	-	-	-	-	0.00%	-	-	-	-	0.00%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	-	-	-	-	0.00%	-	-	-	-	0.00%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	400,000	194,997	(205,003)	(51.25%)	0.78%	2,455,127	3,634,921	1,179,794	48.05%	1.84%
REVENUE STABILIZATION SUB-FUND										
TOTAL CASH RECEIVED - GENERAL FUND	\$ 24,728,683	\$ 25,038,450	\$ 309,767	1.25%	100.00%	\$ 193,761,851	\$ 197,371,801	\$ 3,609,950	1.86%	100.00%

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

MONTH RECEIVED	2021 ACTUAL	2022 ACTUAL	2023 ESTIMATE	2023 MONTHLY		2021 YTD ACTUAL	2022 YTD ACTUAL	2023 YTD ESTIMATE	2023 VERSUS 2022		
				ACTUAL	ESTIMATE				MONTH % CHANGE	YTD % CHANGE	YTD % EST VARIANCE
JANUARY	\$18,510,754	\$20,884,157	\$21,260,072	\$21,547,582	1.35%	\$18,510,754	\$20,884,157	\$21,260,072	\$21,547,582	3.18%	1.35%
FEBRUARY	\$17,982,308	\$19,659,024	\$20,079,464	\$21,457,966	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	\$25,588,894	5.52%	\$57,157,650	\$64,364,822	\$65,589,966	\$68,594,441	6.57%	4.58%
APRIL	\$16,791,242	\$18,479,425	\$18,812,054	\$20,209,077	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	\$19,392,639	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	\$22,047,213	(4.50%)	\$112,426,682	\$123,702,252	\$125,995,469	\$130,243,371	5.29%	3.37%
JULY	\$20,766,582	\$22,245,190	\$22,645,603	\$20,233,341	(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	\$22,278,551	(0.55%)	\$154,715,839	\$167,952,143	\$171,041,858	\$172,755,262	2.86%	1.00%
SEPTEMBER	\$21,976,295	\$20,718,943	\$21,091,884	\$23,431,498	11.09%	\$176,692,135	\$188,671,066	\$192,133,742	\$196,186,760	3.98%	2.11%
OCTOBER	\$21,490,445	\$22,504,525	\$22,909,607								
NOVEMBER	\$20,326,433	\$21,022,885	\$21,222,252								
DECEMBER	\$20,832,735	\$22,755,868	\$22,773,184								
TOTAL	\$239,341,749	\$254,954,365	\$259,038,785	\$196,186,760							

Summary:

Month

13.09% (\$2,715,555) higher than September 2022 Actual
11.09% (\$2,339,614) higher than September 2023 estimate

YTD

3.98% (\$7,515,674) higher than 2022 Actual
2.11% (\$4,053,018) higher than 2023 estimate

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

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	8/31/2023	9/1/2023	MONEY MARKET	HUNTINGTON BANK	1	\$9,725,289	\$0	1	4.89%
TOTAL BOND RETIREMENT FUND						\$9,725,289	\$0		4.36%
GENERAL FUND	6/30/2023	7/3/2023	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$41,419	\$0	1	0.95%
	3/1/2021	3/1/2024	FFCB	STIFEL NICOLAUS	1095	\$4,997,500	\$6,389	182	0.25%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$24,653	393	0.57%
	1/27/2022	1/27/2025	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$3,500	514	1.20%
	4/22/2002	4/22/2025	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$78,000	599	3.00%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	\$8,167,887	\$49,109	664	3.33%
	8/31/2023	9/1/2023	STAR OHIO	STATE OF OHIO	1	\$6,315,869	\$0	1	5.66%
	8/31/2023	9/1/2023	EMPLOYEE ACTIVITY FUND	KEY BANK	1	\$218,768	\$0	1	0.95%
	8/31/2023	9/1/2023	PNC CUSTODY ACCOUNT	PNC BANK	1	\$687,243	\$0	1	5.21%
	8/31/2023	9/1/2023	SALES TAX ACCOUNT	HUNTINGTON BANK	1	\$27,439	\$0	1	4.89%
	8/31/2023	9/1/2023	KEY ECR	KEY BANK	1	\$13,161,233	\$0	1	0.95%
TOTAL GENERAL FUND						\$42,617,360	\$161,651		2.23%
INSURANCE FUND	8/31/2023	9/1/2023	STAR OHIO	STATE OF OHIO	1	\$5,271,682	\$0	1	5.66%
	8/31/2023	9/1/2023	KEY ECR	KEY BANK	1	\$2,678	\$0	1	0.95%
TOTAL INSURANCE FUND						\$5,274,360	\$0		5.66%
LAW ENFORCEMENT FUND	8/31/2023	9/1/2023	KEY ECR	KEY BANK-SWEEP	1	\$15,569	\$0	1	0.95%
	8/31/2023	9/1/2023	STAR OHIO	STATE OF OHIO	1	\$317,050	\$0	1	5.66%
TOTAL LAW ENFORCEMENT FUND						\$332,619	\$0		5.08%
LOCAL MATCH FUND	8/31/2023	9/1/2023	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$54,750,787	\$0	1	5.66%
	3/28/2022	6/28/2024	FHLB	STIFEL NICOLAUS	546	\$2,344,125	\$57,136	311	1.79%
	3/14/2022	3/10/2025	FFCB	STIFEL NICOLAUS	1090	\$4,981,225	\$45,192	555	2.00%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1083	\$9,997,110	\$245,694	678	3.06%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	\$15,000,000	\$90,188	664	3.33%
	8/30/2022	8/28/2025	FHLB	STIFEL NICOLAUS	1095	\$15,000,000	\$663,333	728	4.00%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$218,583	760	4.30%
	10/24/2022	4/4/2025	FHLMC	STIFEL NICOLAUS	891	\$1,133,865	\$49,026	580	5.04%
	10/27/2022	10/27/2025	FHLB	STIFEL NICOLAUS	1094	\$2,077,920	\$35,822	786	5.04%
	10/28/2022	10/28/2025	FHLMC	STIFEL NICOLAUS	1294	\$1,498,500	\$26,350	787	5.14%
	12/16/2022	12/16/2024	FHLMC	HILLTOP SECURITIES	730	\$5,000,000	\$52,778	107	5.00%
	1/17/2023	1/17/2025	FHLMC	HILLTOP SECURITIES	730	\$4,800,000	\$30,000	445	5.00%
	2/17/2023	11/17/2025	FFCB	STIFEL NICOLAUS	1003	\$5,000,000	\$144,354	808	5.33%
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	910	\$10,000,000	\$264,792	740	5.13%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	\$5,000,000	\$129,757	850	5.06%
	3/6/2023	3/6/2026	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$148,333	892	6.00%
	8/31/2023	9/1/2023	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	1	\$37,569	\$0	1	0.95%
	8/31/2023	9/1/2023	GRANT-ECR	KEY BANK	1	\$132,267	\$0	1	0.95%
	8/31/2023	9/1/2023	CATCH BASIN-KEY ECR	KEY BANK	1	\$102,352	\$0	1	0.95%
TOTAL LOCAL MATCH FUND						\$146,855,720	\$2,201,338		4.72%

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

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
PENSION FUND	8/31/2023	9/1/2023	KEY ECR	KEY BANK	1	\$2,018	\$0	1	0.95%
	8/31/2023	9/1/2023	STAR OHIO	STATE OF OHIO	1	\$1,370,086	\$0	1	5.66%
						\$1,372,104	\$0		5.65%
TOTAL PENSION FUND									
RTA CAPITAL FUND	8/31/2023	9/1/2023	KEY ECR	KEY BANK	1	\$992,236	\$0	1	0.95%
	5/2/2022	4/30/2024	US TREASURY NOTE	HILLTOP SECURITIES	513	\$4,994,198	\$105,556	243	2.56%
	3/25/2022	9/25/2024	FHLB	STIFEL NICOLAUS	913	\$1,845,375	\$47,124	389	1.85%
	3/28/2022	3/28/2024	FHLB	STIFEL NICOLAUS	454	\$1,845,375	\$42,035	209	1.70%
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$22,038	358	0.43%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$2,000,000	\$16,435	393	0.57%
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	\$2,000,000	\$6,032	217	0.33%
						\$18,677,184	\$239,218		1.30%
	TOTAL RTA CAPITAL FUND								
	RESERVE FUND								
TOTAL RESERVE FUND	3/23/2022	11/30/2023	US TREASURY NOTE	HILLTOP SECURITIES	616	\$4,875,994	\$6,458	91	2.00%
	4/14/2022	4/14/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$117,031	592	2.63%
	6/30/2022	6/30/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$30,625	638	3.50%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$218,583	690	4.30%
	8/30/2022	8/28/2024	FHLB	HILLTOP SECURITIES	363	\$5,000,000	\$1,563	368	3.75%
	12/9/2021	12/9/2024	FFCB from GF	STIFEL NICOLAUS	1095	\$4,994,785	\$10,951	435	0.96%
	5/23/2022	5/23/2025	FHLB from GF	STIFEL NICOLAUS	1095	\$5,000,000	\$45,139	631	3.25%
	8/26/2022	2/28/2024	FHLB from GF	HILLTOP SECURITIES	551	\$5,000,000	\$138,767	359	3.62%
	11/15/2021	11/15/2024	US TREASURY from GF	STIFEL NICOLAUS	1095	\$4,995,508	\$31,308	442	0.78%
	1/27/2023	1/27/2026	FHLMC	STIFEL NICOLAUS	1095	\$5,000,000	\$25,750	878	5.15%
	2/15/2023	6/28/2024	FHLB	STIFEL NICOLAUS	511	\$938,537	\$8,950	286	5.03%
	2/17/2023	11/17/2025	FFCB	STIFEL NICOLAUS	1003	\$5,000,000	\$144,354	780	5.33%
	2/24/2023	12/20/2024	FHLB	HILLTOP SECURITIES	668	\$5,000,000	\$5,104	452	5.25%
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	911	\$5,000,000	\$132,396	666	5.13%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	\$5,000,000	\$129,757	696	5.06%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	\$10,000,000	\$269,792	696	5.27%
	3/6/2023	3/6/2026	FHLB	STIFEL NICOLAUS	1095	\$10,000,000	\$296,667	917	6.00%
	3/27/2023	3/27/2026	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$131,667	937	6.00%
	6/16/2023	5/18/2026	FHLMC	HILLTOP SECURITIES	1095	\$5,000,000	\$56,500	994	5.36%
	6/22/2023	12/27/2024	FHLMC	STIFEL NICOLAUS	552	\$5,000,000	\$52,500	451	5.40%
7/17/2023	7/17/2026	FFCB	STIFEL NICOLAUS	1095	\$5,000,000	\$36,719	1050	5.88%	
8/31/2023	9/1/2023	KEY ECR	KEY BANK	1	\$45,037	\$0	1	0.95%	
8/31/2023	9/1/2023	STAR OHIO	STATE OF OHIO	1	\$45,446,163	\$0	1	5.66%	
TOTAL RESERVE FUND					\$156,296,023	\$1,890,580		4.74%	
TOTAL ALL FUNDS					\$381,150,659	\$4,492,787	392	4.29%	

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

Bonds	Final Maturity Date	Total Principal Outstanding	Interest Payable/	Principal Payable/	Debt Service Requirement/	Interest Payable/	Principal Payable/	Debt Service Requirement/	Total Debt Requirement
Series 2014A-Sales Tax Rev.	Dec. 2025	5,040,000.00	6/1/2023	6/1/2023	6/1/2023	12/1/2023	12/1/2023	12/1/2023	2023
Series 2015-Sales Tax Rev.	Dec. 2026	15,935,000.00	6/1/2023	6/1/2023	6/1/2023	12/1/2023	12/1/2023	12/1/2023	2023
Series 2016-Sales Tax Rev.	Dec. 2027	6,910,000.00	6/1/2023	6/1/2023	6/1/2023	12/1/2023	12/1/2023	12/1/2023	2023
Series 2019-Sales Tax Rev.	Dec. 2030	10,030,000.00	6/1/2023	6/1/2023	6/1/2023	12/1/2023	12/1/2023	12/1/2023	2023
Total Bonds		\$37,915,000.00	\$930,975.00	\$0.00	\$930,975.00	\$930,975.00	\$7,610,000.00	\$8,540,975.00	\$9,471,950.00

Current Balance (Set Aside for 2023) Bond Retirement
\$9,725,289

Monthly Set Aside Required \$0

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH AUGUST 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	\$1,088,754	3.73%	4.26%	4.19%	\$286,544,522	\$37,367	0.19%	0.16%	0.04%
FEBRUARY	\$375,262,233	\$1,025,329	3.96%	4.58%	4.43%	\$300,470,796	\$41,380	0.25%	0.25%	0.04%
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	0.58%	0.63%	0.10%
MAY	\$383,959,391	\$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	\$356,367	1.64%	1.26%	1.17%
JULY	\$382,652,131	\$1,296,004	4.38%	5.19%	5.14%	\$359,458,838	\$548,323	2.08%	2.09%	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						\$363,347,871	\$508,240	2.69%	2.56%	2.78%
OCTOBER						\$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	379,580,169	\$11,449,442	4.16%	4.84%	4.82%	\$365,933,723	\$6,014,894	1.74%	1.71%	1.58%
RTA AVERAGE YIELDS OVER (UNDER) INDEX				-0.69%	-0.66%				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)
AUGUST 2023**

BOND RETIREMENT FUND			
HUNTINGTON MONEY MARKET		AUGUST 2023	<u>\$34,657.37</u>
		2023 YEAR TO DATE	\$188,025.21
		2022 YEAR TO DATE	\$19,097.18
GENERAL FUND			
HUNTINGTON-SALES TAX ACCOUNT			\$110.60
STAROHIO			\$49,740.42
KEY BANK SWEEP ACCOUNT			\$17,465.67
PNC CUSTODY ACCOUNT			\$5,914.15
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT			<u>\$164.07</u>
		AUGUST 2023	\$73,394.91
		2023 YEAR TO DATE	\$953,525.09
		2022 YEAR TO DATE	\$334,707.78
INSURANCE FUND			
STAROHIO			<u>\$19,626.99</u>
		AUGUST 2023	\$19,626.99
		2023 YEAR TO DATE	\$168,644.49
		2022 YEAR TO DATE	\$39,742.50
LAW ENFORCEMENT FUND			
KEY BANK SWEEP ACCOUNT			\$14.72
STAROHIO			<u>\$1,468.13</u>
		AUGUST 2023	\$1,482.85
		2023 YEAR TO DATE	\$6,696.68
		2022 YEAR TO DATE	\$260.68

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 AUGUST 2023**

LOCAL MATCH FUND
 STAROHIO-LOCAL MATCH \$231,026.74
 FHLB \$300,000.00
 FHLMC \$126,250.00
 KEY BANK SWEEP ACCOUNT \$4,401.35
 AUGUST 2023 \$661,678.09

2023 YEAR TO DATE \$3,432,068.63
 2022 YEAR TO DATE \$588,265.16

PENSION FUND
 STAROHIO \$6,344.32
 KEY BANK SWEEP ACCOUNT \$2.74
 AUGUST 2023 \$6,347.06

2023 YEAR TO DATE \$44,544.01
 2022 YEAR TO DATE \$7,068.94

EMPLOYEE ACTIVITY ACCOUNT
 KEY BANK MONEY MARKET \$267.97
 AUGUST 2023 \$267.97
 2023 YEAR TO DATE \$441.15
 2022 YEAR TO DATE \$5.63

RTA CAPITAL FUND
 FNMA \$800.00
 FHLB \$10,750.00
 KEY BANK SWEEP ACCOUNT \$741.81
 AUGUST 2023 \$12,291.81
 2023 YEAR TO DATE \$123,665.76
 2022 YEAR TO DATE \$37,986.29

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT ON INVESTMENT EARNINGS (CASH BASIS)
AUGUST 2023**

RESERVE FUND			
STAROHIO			\$164,546.36
FHLB			\$131,250.00
FHLB			\$93,750.00
FHLB			\$90,625.00
FHLB			\$85,000.00
FHLMC			\$106,733.75
FHLMC			\$262,500.00
FHLB			\$384,375.00
FHLMC			\$126,250.00
			<u>\$832.98</u>
KEY BANK SWEEP ACCOUNT			
	AUGUST 2023		\$1,445,863.09
	2023 YEAR TO DATE		\$3,615,338.95
	2022 YEAR TO DATE		\$452,378.62

TOTAL ALL FUNDS			
	AUGUST 2023		\$2,255,610.14
	2023 YEAR TO DATE		\$8,532,949.97
	2022 YEAR TO DATE		\$1,479,512.78

INTEREST RECEIVED (CASH BASIS)	AUGUST	2023 YEAR TO DATE
	\$2,255,610	\$8,532,950
ACCRUED INTEREST:		
BEGINNING:	(\$4,229,934)	(\$1,576,293)
ENDING:	\$4,492,787	\$4,492,787
INTEREST INCOME EARNED:	\$2,518,463	\$11,449,444
AVERAGE INVESTMENT BALANCE (COST):	\$382,269,606	\$379,580,169
AVERAGE YIELD ON INVESTMENTS:	<u>4.29%</u>	<u>4.16%</u>

COMPOSITION OF INVESTMENT PORTFOLIO
AS AUGUST 31, 2023

Instrument	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$10,683,848	\$10,771,349	2.80%	4.81%	1
Key Bank Sweep Account	\$15,569	\$15,569	0.00%	0.95%	1
Star Ohio	\$113,471,637	\$113,471,637	29.77%	5.66%	1
Earnings Credit Rate Account	\$14,475,390	\$14,475,390	3.80%	0.95%	1
U.S. Government Securities	\$242,504,215	\$242,755,000	63.62%	3.84%	604
Total Investment Portfolio	<u>\$381,150,659</u>	<u>\$381,488,944</u>	<u>100.00%</u>	<u>4.29%</u>	<u>392</u>

Greater Cleveland Regional Transit Authority
 Banking and Financial Relationships
 As of August 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-INF-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.