

RESOLUTION NO. 2023-93

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

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

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

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

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

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

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

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

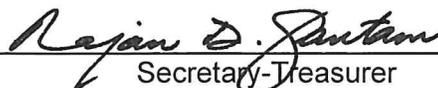
Section 3. That said agreement shall be binding upon and an obligation of the Authority contingent upon appropriation of funds and upon compliance by the City with the terms and conditions of the agreement, bonding and insurance requirements, and all applicable laws relating to contractual obligations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

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

Adopted: November 28, 2023



President

Attest: 

Secretary-Treasurer



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

- 1.0 **PURPOSE/SCOPE:** To renew an existing agreement with the City of Shaker Heights (“City”) to perform landscape maintenance of the Greater Cleveland Regional Transit Authority’s (“Authority”) right-of-way along the Blue and Green Lines and remove snow from the Authority’s rail station parking lots within the City.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The initial Interagency Agreement was entered into as part of the Mass Transit System Transfer Agreement by which the Authority acquired the Shaker Heights Rapid Transit System, including the rights-of-way. The City reserved unto itself the right to perform landscaping and snow removal services, and the Authority agreed to compensate the City for its labor and material costs pursuant to a fixed schedule of services. This agreement is for one year.
- 3.0 **PROCUREMENT BACKGROUND:** The initial agreement, entered into on November 23, 1982 and amended on May 1, 2000 and again on February 23, 2001, is an ongoing contractual arrangement with the City for the maintenance of grounds adjoining rail rights-of-way within the City. The agreement delineates the respective responsibilities of the parties as to the maintenance of the grounds and facilities adjoining the Blue and Green Rapid Transit Lines within the City. Ohio Revised Code Section 306.43(H)(4) permits a regional transit authority to enter into agreements for goods and services with another political subdivision of the State of Ohio without competitive procedures.

The cost for the services from January 1, 2024 through December 31, 2024 is an amount not to exceed \$290,735.52. The 2024 expenditure will be approximately 2% lower than the 2023 expenses.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or establish DBE participation goals on governmental contracts or interagency agreements.
- 5.0 **POLICY IMPACT:** This action is consistent with the requirements of the Mass Transit System Transfer Agreement between the Authority and the City.
- 6.0 **ECONOMIC IMPACT:** This agreement will be funded through the General Fund, Programming & Planning Department budget, in an amount not to exceed \$290,735.52.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this agreement would result in a breach of the Mass Transit System Transfer Agreement.

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

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


General Manager, Chief Executive Officer

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

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

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed that:

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

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

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

9. Right of Inspection and Audit.

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

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

Witness

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

By: _____
India L. Birdsong Terry, General Manager, CEO

Date: _____

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

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

Date: _____

Witness

William M. Ondrey Gruber

CITY OF SHAKER HEIGHTS

By: David E. Weiss
_____ David E. Weiss, Mayor

Date: 10-30-23

Approved as to legal form:

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

Date: 10-30-23

cont23/pw/1026RTAMaintenanceAgreement2024

MAINTENANCE
SCHEDULE OF WORK

I. PURPOSE

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

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

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

II. SCOPE OF WORK

A. TREE AND SHRUB MAINTENANCE

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

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

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

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

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

B. LAND MAINTENANCE

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

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

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

C. ICE AND SNOW CONTROL

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

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

LANDSCAPE MAINTENANCE SPECIFICATIONS

PART I - GENERAL:

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF WORK:

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

1.03 QUALITY ASSURANCE:

A. Qualifications:

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

B. Requirements of Regulatory Agencies:

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

1.04 DELIVERY, STORAGE AND HANDLING:

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

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

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

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

1.05 JOB CONDITIONS:

A. Inspection:

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

B. Planting Season:

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

Maintenance Operations
Deciduous Trees and Shrubs
Evergreen Trees
Grass Seed

See Maintenance Schedule
See Maintenance Schedule
See Maintenance Schedule
See Maintenance Schedule

PART II - EXECUTION:

2.01

GENERAL:

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

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

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

2.02 BARRICADES:

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

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

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

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

LANDSCAPE REPAIRS AND REPLACEMENTS/EXTRA WORK

1.01 SCOPE OF WORK:

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

PLANTING TREES, SHRUBS AND GROUND COVER PLANTS:

2.01 SEASON:

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

Note:

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

2.02 PRELIMINARY ACCEPTANCE:

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

2.03 GUARANTEES:

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

2.04 REPLACEMENT OF PLANT MATERIAL:

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

EXTRA WORK AND COMPENSATION FOR EXTRA WORK:

2.05 EXTRA WORK:

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

2.06 REPLACEMENT OF MATERIALS:

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

2.07 COMPENSATION FOR EXTRA WORK:

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

2024 RTA MAINTENANCE SCHEDULE

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

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

EXHIBIT D

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

THIS AGREEMENT, entered into this 23 day of November

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

WITNESSETH, That

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

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

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

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

EXHIBIT E

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

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

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

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

- (m) Sheet L 1001 - So. Woodland-Drummer Blvd., dated 3/16/81
- (n) Sheet L 1003 - Ashby-Avalon, dated 3/16/81
- (o) Sheet L 1004 - Kenmore-Lynnfield, dated 3/16/81
- (p) Sheet L 1005 - Farnsleigh, dated 3/16/81
- (q) Sheet L 1006 - Warrensville Center Road, dated 3/20/81

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

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

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

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

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

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

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

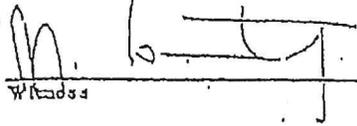
(11) RTA shall not be responsible for repairing or replacing landscaping which is vandalized and/or removed without its authorization. In the event of unauthorized damage or removal by unknown persons of landscaping which RTA has planted hereunder, City may, should it so elect, replace or repair missing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

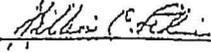
(12) City shall have no landscape or facilities maintenance responsibilities whatsoever in the area of RTA's easterly terminus of the Blue Line, as delineated on the upper half of Sheet L 3006.

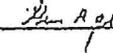
(13) All notices required herein shall be served as follows:
Mayor, City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio 44120 and Manager of Operations, Greater Cleveland Regional Transit Authority, 615 Superior Avenue, N.W., Cleveland, Ohio 44113.

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

GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

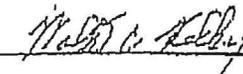

Witness

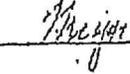
By 

Its 

CITY OF SHAKER HEIGHTS

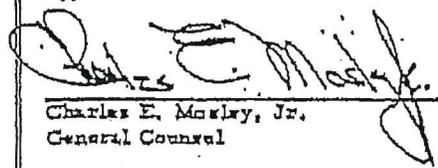

Witness

By 

Its 

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

Approved as to legal form:


Charles E. Mosley, Jr.
General Counsel


Charles Riehl, Law Director
City of Shaker Heights

ADDENDUM TO AGREEMENT

THIS ADDENDUM to the Agreement by and between the Greater Cleveland Regional Transit Authority ("GCRTA"), 1240 West Sixth Street, Cleveland, Ohio 44114-1331, and the City of Shaker Heights ("City"), 3400 Lee Road, Shaker Heights, Ohio 44120, executed on February 20, 2001, is entered into on February 23, 2001.

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

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

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

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

EXHIBIT F

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

Witness

[Signature]

[Signature]
Deputy General Manager
Legal Affairs

Witness

[Signature]

[Signature]

Approved as to legal form:

[Signature]
Director of Law
City of Shaker Heights

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

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

And [Signature]
Deputy General Manager
Finance & Administration

CITY OF SHAKER HEIGHTS

By: [Signature]
Its: Mayor

By: [Signature]
Its: Director of Finance

ORDINANCE NO. 23-91
BY: Nancy Moore

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

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

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

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

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

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

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

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

Enacted October 23, 2023.

Approved this ____ day of _____, 2023.

DAVID E. WEISS, Mayor

Attest:

JERI E. CHAIKIN
Clerk of Council
coun23/1023GCRTAmaintenanceagreement

EXHIBIT G