



Greater Cleveland  
Regional Transit Authority

1240 West 6th Street  
Cleveland, Ohio 44113-1302  
Phone: 216-566-5100  
riderta.com

## 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, April 20, 2021** 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.

In accordance with Sub. H.B. 404 of the 133<sup>rd</sup> General Assembly, passed on November 19, 2020, signed by the Governor of the State of Ohio on November 22, 2020 and the March 9, 2020 order of the Governor of the State of Ohio declaring a public health emergency, this meeting will be live-streamed on RTA's Facebook page ([www.facebook.com/rideRTA](http://www.facebook.com/rideRTA)) for staff and members of the public. **Only Board members and required RTA staff will be allowed in the Board Room.** The meeting package will be posted on RTA's website at ([www.riderta.com/board](http://www.riderta.com/board)), on RTA's Facebook page, and RTA's Twitter page.

9:00 A.M.     Board of Trustees – agenda attached.

A handwritten signature in cursive script, reading 'Floun'say R. Caver, Ph.D.', written in dark ink.

Floun'say R. Caver, Ph.D.  
Acting General Manager, Chief Executive Officer

FRC:tab  
Attachment

## AGENDA

### RTA Board of Trustees Meeting

Tuesday, April 20, 2021

9:00 a.m.

- I. Call to order
- II. Roll Call
- III. Certification regarding notice of meeting
- IV. Approval of minutes:
  - March 23, 2021 Board Meeting minutes
  - March 23, 2021 Annual Meeting minutes
- V. Public comments (**2 minutes**) on **agenda items** can be phoned in using the dial in information 440-276-4600 or submitted via form at [www.riderta.com/events](http://www.riderta.com/events) by selecting the meeting date:
- VI. Board Governance Committee report
- VII. Operational Planning & Infrastructure Committee report
  - Chair: Mr. Terence P. Joyce
- VIII. Organizational, Services & Performance Monitoring Committee report
  - Chair: Mayor Michael P. Byrne
- IX. Audit, Safety Compliance and Real Estate Committee report
  - Chair: Karen Gabriel Moss
- X. External and Stakeholder Relations and Advocacy Committee report
  - Chair: Valarie J. McCall
- XI. Community Advisory Committee (CAC)
  - Board Liaison: TBD
- XII. Ad Hoc Committee reports
  - Ad Hoc Paratransit Committee – Rev. Charles P. Lucas, Chair
  - Ad Hoc Technology Committee – Luz N. Pellot, Chair
- XIII. Introduction of new employees and announcement of promotions
- XIV. Introduction of resolutions:
  - A. 2021-31 – Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the first quarter of

2021

- B. 2021-32 – Authorizing Contract No. 2021-011 Delta Railroad Construction, Inc. for Project 52V – Red Line Track Curve Replacement East 55<sup>th</sup> to Kinsman eastbound, as specified and as required, in an amount not to exceed \$1,199,522.50 (RTA Development Fund, Engineering & Project Development Department budget)
- C. 2021-33 – Authorizing Contract No. 2021-047 with Statewide Ford Lincoln, for the purchase and delivery of five (5) 2021 Ford Police Utility vehicles, equipment, and accessories, as specified, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program for a total price not to exceed \$251,505.00 (RTA Capital Fund, Fleet Management Department budget)
- D. 2021-34 – Amending Sections 620.02 and 620.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- E. 2021-35 – Amending Chapter 622 "Appointments and Promotions" of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- F. 2021-36 – Amending Chapter 624 "Collective Bargaining Agreements" of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- G. 2021-37 – Amending Section 640.06 "Charitable Activity" of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and moving it to the Personnel Policies
- H. 2021-38 – Authorizing the Greater Cleveland Regional Transit Authority to enter into a purchase and sale agreement in the amount of forty thousand dollars (\$40,000.00) with Triban Investment, LLC, an Ohio Limited Liability Company, for property known as Cuyahoga County Permanent Parcel Numbers 313-21-030 and 313-21-031 and located at the northwest corner of Cordova Avenue and Madison Avenue, Lakewood, Ohio 44107
- I. 2021-39 – Authorizing a lease agreement with the Downtown Cleveland Alliance for property adjacent to the Settlers Landing Rapid Transit Station located at 1199 W. Superior Avenue at Robert J. Lockwood Jr. Drive, Cleveland, Ohio, for a renewal term of two years at \$10.00 per year, with one option to extend for one year, for use as a dog park
- J. 2021-40 – Authorizing a lease agreement with Century Federal Credit Union for property in the Hayden District Garage located at 1661 Hayden Avenue, East Cleveland, Ohio 44112 for a renewal term of two years with one option to extend for one additional year at \$2,800 per year

- K. 2021-41 – Amending employment agreement of India L. Birdsong as General Manager and Chief Executive Officer of the Greater Cleveland Regional Transit Authority and authorizing the execution of the second amendment to that agreement
  - L. 2021-42 – Agreement authorizing a one-time supplemental payment to Floun'say R. Caver, PhD. as compensation for his exemplary service as Interim Secretary-Treasurer of the Greater Cleveland Regional Transit Authority
  - M. 2021-43 - Appointing Rajan D. Gautam to the position of Secretary-Treasurer of the Greater Cleveland Regional Transit Authority
- XV. Interim Secretary-Treasurer's Report:
- A. General Fund Revenue – status as of March 31, 2021 versus 2020 actuals
  - B. General Fund Revenue – status as of March 31, 2021 versus the 2021 budget
  - C. Sales & Use Tax Receipts Report budgeted during 2021, actual receipts through April 2021
  - D. Inventory of Treasury Investments as of March 31, 2021
  - E. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of March 31, 2021
  - F. Summary of Investment Performance, Year to Date through March 31, 2021
  - G. Report on Investment Earnings (cash basis) as of March, 2021
  - H. Composition of Investment Portfolio as of March 31, 2021
  - I. Banking and Financial Relationships as of March 31, 2021
- XVI. General Manager's Report
- XVII. President's Report
- XVIII. Old Business
- XIX. New Business
- XX. Public comments (**2 minutes**) on **non-agenda items** can be phoned in using the dial in information 440-276-4600 or submitted via form at [www.riderta.com/events](http://www.riderta.com/events) by selecting the meeting date:
- XXI. The next regular Board meeting is scheduled for **Tuesday, May 25, 2021** 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 Facebook page ([www.facebook.com/rideRTA](http://www.facebook.com/rideRTA)) for staff and members of the public. Only Board members and required RTA staff will be allowed in the Board Room.
- XXII. Adjournment

## Minutes

### RTA Board of Trustees Meeting

9:37 a.m., March 23, 2021

**Present:** Lucas (Chair), Moss (Vice Chair), Byrne, Joyce, Koomar, McCall, Pellet, Weiss

**Not present:** Bibb, Serrano

**Also Present:** Benford, Birdsong, Bitto, Burney, Catalusci, Caver, Coffey, Cottrell, Dangelo, Davidson, Dietrich, Ferraro, Fields, Garofoli, Gautam, Johnson, Kirkland, Manning, Mothes, Orlando, Petit, Schipper, Sutula, Talley, Togher, Walker-Minor

Rev. Lucas called the meeting to order at 9:37 a.m. The secretary called the roll and reported that eight (8) board members were present. This meeting was conducted by teleconference for members of the Board in accordance with Sub. H.B. 404 of the 133<sup>rd</sup> General Assembly, passed on November 19, 2020, signed by the Governor of the State of Ohio on November 22, 2020 and the March 9, 2020 order of the Governor of the State of Ohio declaring a public health emergency, this meeting was live-streamed on RTA's Facebook page ([www.facebook.com/rideRTA](http://www.facebook.com/rideRTA)) for staff and members of the public.

The Secretary advised that notice of this meeting have been posted more than twenty-four hours in advance of the meeting, that the usual notification has 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 have been complied with.

### Minutes

Rev. Lucas stated that the minutes from the February 16, 2021 Board Meeting had been previously distributed and reviewed and asked whether there were any additions and/or corrections. There were no corrections. Mayor Koomar abstained. The minutes were approved by a majority of seven (7).

### Public Comments – Agenda Items (comments were submitted by form and phone)

1. Rev. Pam Pinkney – Cleveland, OH – *(she called in, but there were tech issues so I called her to receive her comments)* – She expressed her condolences to the family of George Zeller. She congratulated Rev. Lucas for being elected as the new President. She asked that there be no cuts to service and that staff work with the religious community to fill the ticket booths to collect fares.
2. Chris Stocking – Cleveland, OH - Thanks to Justin Bibb for your leadership. We are glad you are committed to appointing riders the RTA board as a Cleveland Mayoral Candidate. CPT continues to advocate fixed-route bus and rapid riders also be appointed to the RTA board to assist in material improvements. Take Reverend Lucas for example. His efforts as a paratransit rider and board member that have resulted in material improvements to paratransit riders. We look forward to his leadership as President of the RTA board. After the 2008 recession, Cleveland RTA had the largest bus service reductions in the nation, nearly 40% cut. There has been no strategy to restore these services other than fare increases and further cuts to balance the budget. The board has taken leadership on the system redesign as initially requested in Mach 2016 as an alternative to service cuts. This is a good first step. The RTA strategic plan identifies implementation of the expanded funding system redesign as a priority. It will take new revenues to make this a reality. We look forward to the RTA board leading the

way to restore the services cut since 2008 and stop the death spiral of more cuts and fare increases. It is imperative RTA board drives the bus, not cut it. Show us you can.

#### Community Advisory Committee (CAC)

There was no CAC report.

#### Ad Hoc Committee Reports

There were no Ad Hoc Committee Reports

#### Committee Reports

There were no Committee Reports

#### Introduction of New Employees/Promotions

##### New Hires:

1. Michael Burcewicz – Manager, Facilities
2. Brian Gutkoski, Associate Counsel II
3. Mitchell Wondolowski – Construction Engineer
4. Elisha Clark – Supply Chain, Contract Administrator
5. Natoya Walker Minor – Deputy General Manager of Administration and External Affairs

##### Promotions:

1. Donald Prince – Operating Instructor
2. Debra Shaw – Office Manager
3. Karen Smith – Manager of Payroll
4. Kimberly Wright – Operating Instructor
5. Bridgett Sorrell – Substation Maintainer
6. Teressa Doaty – Manager of Asset & Configuration Management

#### Introduction of Resolutions (*Reso No. 2021-30 was read first even though it is last on the reso list*)

- A. 2021-20 – Expressing appreciation to Justin M. Bibb for his service as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority and extending best wishes for many years to come, the adoption of which was moved by Chief McCall, seconded by Ms. Pellot and approved by unanimous vote.

Mr. Bibb sent a farewell video since he was not able to attend the meeting in person.

- B. 2021-21 – Authorizing the exercise of an option under Contract No. 2020-046 with New Flyer of America, Inc., for the purchase and delivery of up to nine (9), five (5) door, 60-ft., articulated BRT coaches, as specified, for a price not to exceed \$8,746,054.20 (RTA Development Fund, Fleet Management Department budget), the adoption of which was moved by Mayor Weiss, seconded by Ms. Moss and approved by unanimous vote.
- C. 2021-22 – Authorizing Contract No. 2020-071 with Gillig, LLC for the manufacture and delivery of twenty (20) 40-ft. CNG coaches, spare parts, tooling and training in an amount not to exceed \$11,052,060.00 with options to procure up to eighty (80) additional coaches, spare parts, tooling, and training, to be delivered over the five (5) year term of the contract (Development Fund, Fleet Management Department budget), the adoption of

which was moved by Mr. Joyce, seconded by Chief McCall and approved by unanimous vote.

- D. 2021-23 – Authorizing Contract No. 2020-180 with Quest Diagnostics Clinical Laboratories, Inc. to provide laboratory drug testing services in an amount not to exceed \$125,205.60 for a base three-year period, with two, one-year options in an amount not to exceed \$41,735.20 for each option year, for a total contract amount not to exceed \$208,676.00. (General Fund, Labor and Employee Relations Department budget), the adoption of which was moved by Mayor Byrne, seconded by Ms. Pellot and approved by unanimous vote.
- E. 2021-24 – Authorizing Contract No. 2020-195 with Lake Erie Electric, Inc. for Project 60C – West 117<sup>th</sup> Street Substation Rehabilitation, as specified and as required, in an amount not to exceed \$2,221,504.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Chief McCall, seconded by Ms. Pellot and approved by unanimous vote.
- F. 2021-25 – Authorizing Contract No. 2021-007 with Rush Truck Centers of Ohio, Inc., for the furnishing of Caterpillar C-9 diesel engine particulate filters, as specified and as required, for a period of one (1) year in an amount not to exceed \$323,131.16 (General Fund, Fleet Management Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Pellot and approved by unanimous vote.
- G. 2021-26 – Authorizing Contract No. 2021-035 with Special Counsel, Inc. to provide temporary legal services, as required, for a period of six months in an amount not to exceed \$115,000.00 (General Fund, Legal Department budget), the adoption of which was moved by Mayor Weiss, seconded by Mayor Byrne and approved by unanimous vote.
- H. 2021-27 – Ratifying an increase and authorizing an extension to small purchase contract with Special Counsel, Inc. to provide additional temporary legal services in an amount not to exceed \$42,718.00 for a total contract amount not to exceed \$112,718.00 (General Fund, Legal Department budget), the adoption Mayor Weiss, seconded by Chief McCall and approved by unanimous vote.
- I. 2021-28 – Approving the 2021 Internal Audit Plan, the adoption of which was moved by Mayor Koomar, seconded by Ms. Pellot and approved by unanimous vote.
- J. 2021-29 – Authorizing the filing of requests for community project funding for the Rail Car Replacement program with members of the United States Congress for Federal Fiscal Year 2022 appropriations, the adoption of which was moved by Mayor Koomar, seconded by Ms. Pellot and approved by unanimous vote.
- K. 2021-30 - Expressing deepest sympathy on the untimely death of George Zeller, long-time member of Greater Cleveland Regional Transit Authority's Community Advisory Committee and staunch transit advocate, and extending condolences to his family, the adoption of which was moved by Mayor Koomar, seconded by Chief McCall and approved by unanimous vote.

Rev. Lucas said he was passionate about what he did and kept the Board up to date about sales tax and other data. He was involved with several organizations. Ms. Birdsong expressed condolences on behalf of RTA. Chief McCall said she met George

as the appointee for the CAC. He was knowledgeable of sales tax. He supported the RTA budget and he will be missed. Rev. Lucas mentioned the mass shootings happening around the country and how life is precious.

#### Interim Secretary-Treasurer's Report

Rajan Gautam, Deputy General Manager of Finance & Administration, gave the report. The purpose of the economic conditions slide is to demonstrate that even with the lowering of the unemployment rate on a nationwide basis, historically Cuyahoga County lags the state of Ohio and nationally. Ridership for 2020 was stable from Jan-Feb. Decline began in mid-March. Ridership for 2021 compared to 2020 YTD is down 58%. Passenger fares is trending down the same YTD about 57%. Sales Tax has been fairly stable. March is down 2.6%. March 2021 sales tax categories showing the highest increase on a year to year bases include online sales up nearly 20% compared to 2020. Motor vehicles and watercraft has been strong and liquor at 66.3%. There is a three-month lag in the economic activity and when it is collected. March collections relate to December 2020 sales activity.

The 2021 Coronavirus Response & Relief Supplemental Appropriations Act (CRRSAA) is a 100% federal share with no local match. Total awarded for transit agencies was \$14 billion. The Cleveland Urbanized Area received \$74.3 million. (Includes GCRTA, Medina County Public Transit, Laketran, Akron Metro, PARTA, Geauga County). RTA received \$67.3 million. There is still a portion that needs to be allocated by NOACA. We are not aware of how the allocation will be conducted. The 2021 Consolidated Appropriations Act (American Rescue Plan) \$1.9 trillion stimulus package was signed by the President Friday, March 12, 2021. We are waiting for more information regarding official guidance and allocation. Rev. Lucas asked if there is any indication of what RTA might receive. Raj said they are reviewing the language, but it is still too early. There are certain provisions included in the earlier drafts of the Act, which indicated that a certain amount, about \$20 billion was reserved for transit that was the most impacted. They expect the apportionment tables to be completed early next week.

#### General Manager, Chief Executive Officer Report

India Birdsong, General Manager, Chief Executive Officer, gave the report. She thanked the City of Cleveland for allowing RTA to be a community partner. To touch on some of the Pandemic opportunities of partnerships and collaboration we've been afforded and the urging of Rev. Lucas newly elected President. RTA has taken a look at how to collaborate with other stakeholders to provide free rides to individuals in the community that are seeking vaccination against COVID-19. There has been a huge community effort through CSU to use their Wolstein Center as a mass vaccination site. RTA is lucky enough to partner with them and others. She turned it over to Ms. Walker-Minor who has been at the RTA for two weeks and has hit the ground running. Steve Bitto, Dr. Caver and Ms. Walker worked together on this to provide free transportation through an ODOT grant.

Ms. Walker-Minor reported that we received notice two weeks ago of a \$773,000 grant from ODOT without a match requirement for the "Rides for Community Immunity" program. The goal of the grant is equity of access to any vaccine site in Cuyahoga county, with emphasis on the Wolstein Center, which is the mass vaccination site. This program is operational for an eight-week period from March 17 – May 8. RTA will provide 10,000 All Day passes, distributed through Cuyahoga County social service agencies to people in the community. The All Day pass was used to encourage people to do other travel related activities in addition to their vaccination. People need to make a vaccination appointment to receive a pass. RTA is also providing rides from free parking lots to the site and funding third party transit providers for inner-ring suburb mobility such as Senior Transportation



Connection and free rides for existing Paratransit customers. Paratransit customers enter at Gate A and Gate B.

Mr. Davidson is tracking RTA ridership to the vaccination site. Currently, ridership is 710 for the shuttle and 131 for Paratransit. Rev. Lucas is in contact with people to encourage them to use the service to get their vaccine. He welcomed Ms. Walker-Minor to RTA and thanked her for her work. Ms. Birdsong said staff is working through evaluation to start shuttle service to RTA employees. There will be an update in April.

RTA ConnectWorks is a Micro-Transit demonstration pilot program to address the first/last mile mobility access issue. This will address companies that have moved out to the outer ring suburbs and are challenged with having public transportation to those areas. They looked in-house to see how to find data and what shift people are working that need our service, what worksite locations that are not located in the central business district and where the mismatch is between where employees live and where the jobs are available. They have worked with a taskforce in Solon to get more information. They found there is a need for a pilot. The solution is a short term pilot (6 months to a year) funded by RTA to provide a transportation connection from a RTA facility to the employer for the first/last mile. The goal is to connect the community. RTA will not provide the operators or vehicles for the service. We will offer the scheduling and marketing expertise to lead employers down the right path. We'll advertise and launch a program, organize a webinar to launch the program, provide \$200,000 (match required), provide tech assistance, marketing and guidance. At the end of the program, staff will determine if additional trips need to be added to our service plan. Proposals will be released in April, received and evaluated in May, approved and awarded contract in July and the service instituted in October.

Employee Transit Appreciation Day was March 18. RTA employees were given a free umbrella and free meal. She thanked the staff for their work. March is Women's History Month. The Elevating Women Together (EWT) group has been highlighting Cleveland's history with the group. Bios of Stephanie Tubbs Jones and Eliza Bryant was posted on social media. The Annual Report is going to an electronic format. The change started several years ago. The theme this year for the 2020 report is "You Drive Us".

#### Public comments on non-agenda items

Comments were received via web form and by dial in. Comments were limited to two minutes.

1. Bob Ross – Strongsville, OH - Congratulations to Reverend Lucas and Ms. Moss. A big thank you to Mr. Justin Bibb and Mayor Clough for a job well done. Good luck to both of you in the future. With so many new faces added and new responsibilities we look for many positive changes to enhance the performance of GCRTA. With the re-design coming soon, we can expect a great improvement in service and frequency. Lower fares, Transit police, Para-Transit, Safety issues for operators and riders and other items need to be addressed. I'm sure that the new Board and with India Birdsong at the wheel, it will be exciting. I always listen to the Board meetings and can see many positive changes already. Reverend Lucas, your wisdom and humor is greatly appreciated. Thanks again for all of your efforts and dedication.
2. Chris Martin – Cleveland, OH - I want to welcome Mayor Koomar. I hope you see the importance of public transit to residents throughout Cuyahoga County even those in areas not very well-served by GCRTA. Thank you to Justin Bibb for his service on the board. Condolences to the family of George Zeller, a fierce advocate for public transit. Members of the Board, you are the boss of this agency. You must take a leading role in the agency's direction. A clear place to start, in my opinion, is the transit police department. Having recently

fired a violent, dishonest cop, the time is more than ripe for the Board of Trustees to take a deep dive on what it means to provide the riding public safety throughout the system. Members of the Board, you will soon hire a new police chief. But do you really understand what the transit police do? You must have a full understanding of what it means to provide public safety before you can decide who should lead a department that many people say is antithetical to public safety.

3. Brittney Madison – Cleveland, OH – No new route cuts.
4. Loh – Cleveland, OH - Glad Rev Lucas has become the new President of GCRTA Board of Trustees to continue making GCRTA a better Public Service working for all residents in Cuyahoga County.  
However, the System Re-Design has NOT been up to riders' uses in reality out of the already limited service, Transit Police still takes out a significant portion of the limited funding GCRTA can utilize while the fare structure still NOT reflecting the true equity needs to most of the rider, so that some residents in Cuyahoga County still are unable to have any mobility through this so-called public transportation service. Please Re-Consider all these matters GCRTA made decisions only based on funding and management points of view and make Correction Accordingly!
5. Henry Vorosmarti – Cleveland, OH - Abolish the transit cops, fund more frequent bus service.
6. Larry Rodriguez – Cleveland, OH - I request NO Changes and NO cuts to existing RTA routes. Changes and cuts in routes will negatively affect my independence and freedom navigating through the community.
7. Karla Seese – Cleveland, OH - Requesting NO cuts and NO changes to any existing GCRTA routes. Individuals like my son, who has disabilities but is not eligible for Paratransit, depend on GCRTA bus routes, rapids, and trolleys for their independence. Changes in the routes will eliminate opportunities for employment, school functions, and medical visits.
8. Diane Howard – Cleveland, OH - I use the 38 route for medical purposes and the proposed solution will limit access for me to reach the doctors. I am requesting NO CUTS and NO CHANGES to any existing routes.
9. William Tarter Jr. – Broadview Heights, OH - The following message was submitted for the February 16th, 2021 GCRTA Board meeting but was not received and read into the record due to a logistical error. It is being re-submitted to be read for the March 23rd, 2021 meeting:  
"Good morning Mr. Chairman and members of the GCRTA Board, this comment is as a private citizen and not representative of my employer. As I have been listening to the meeting today, I just wanted to take a moment to acknowledge GCRTA Board members and staff for the efforts to receive public comment in this virtual environment. I think it is important to acknowledge the efforts that GCRTA had made to provide a method to accept public comment by phone, as well as accepting written comments before and during the meetings, which are read aloud into the record. These methods ensure that they are heard by all individuals, as well as entered into the video record for future listening. I believe that these methods can and should be used as examples of how other public bodies can ensure that public voices are heard by officials and other members of the public during general body meetings, even in a virtual environment.
10. Robert Winn – Cleveland, OH – *(this comment came in after the comment portion of the meeting was closed)*. CPT looks forward to collaborating with Rev. Lucas, Ms. Moss and the entire board to address issues that impact transit riders. CPT also appreciates Justin Bibb's

service on the Board of Trustees. Mr. Bibb has provided meaningful engagement with riders and collaboration with CPT on issues that directly impact riders, including:

- Concerns surrounding RTA's aging fare collection system
- Boarding and fare collection issues on the HealthLine, and
- The criminalization of fare evasion

CPT also appreciates that Mr. Bibb allowed public comment at Ad Hoc Technology Committee meetings, which is a welcome change from most committee meetings. One key issue that Mr. Bibb began addressing in the Ad Hoc Technology Committee was the need for a civilian Transit Police complaint review process. Although we understand that the issue of a civilian transit police complaint review process now resides under the Audit, Safety Compliance and Real Estate Committee, we appreciate that Mr. Bibb raised this issue as part of the Ad Hoc Technology Committee. CPT thanks Mr. Bibb for his service and looks forward to collaborating with Rev. Lucas, Ms. Moss, the entire board as well as RTA staff to ensure that rider issues receive the attention that they deserve.

11. Rico Dancy – Washington, DC – *(there were tech issues with the dial in so I received his comments via phone call)*. He asked what service Transit Police is using to communicate to the deaf community.

#### Executive Session Requested

10:25 a.m. - Rev. Lucas asked for a motion to go into Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official. It was moved by Chief McCall, seconded by Mayor Weiss. There were eight (8) ayes and none opposed.

11:13 a.m. - Rev. Lucas asked for a motion to come out of Executive Session. It was moved by Mayor Koomar, seconded by Chief McCall. There were seven (7) ayes and none opposed. Ms. Pellot had to leave prior to the roll call.

#### Upcoming Meetings

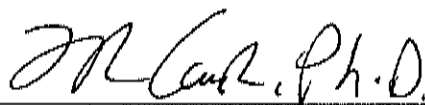
The next regular Board meeting is scheduled for Tuesday, April 20, 2021 in the Board Room of the Authority, Root-McBride Building, and 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Facebook page for staff and members of the public at [www.facebook.com/riderta](http://www.facebook.com/riderta) Only Board members and required RTA staff will be allowed in the Board Room.

This meeting was adjourned at 11:13 a.m.

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President

Attest:



Interim Secretary-Treasurer

## Minutes

### RTA Annual Meeting

9:19 a.m., March 23, 2021

**Present:** Lucas (Vice-Chair) Byrne, Joyce, Koomar, McCall, Moss, Pellot, Weiss

**Not present:** Bibb, Serrano

**Also Present:** Benford, Birdsong, Bitto, Burney, Catalusci, Caver, Coffey, Cottrell, Dangelo, Davidson, Dietrich, Ferraro, Fields, Garofoli, Gautam, Johnson, Kirkland, Manning, Mothes, Orlando, Petit, Schipper, Sutula, Talley, Togher, Walker-Minor

Rev. Lucas called the meeting to order at 9:19 a.m. Eight (8) board members were present. This meeting was conducted in accordance with Sub. H.B. 404 of the 133<sup>rd</sup> General Assembly, passed on November 19, 2020, signed by the Governor of the State of Ohio on November 22, 2020 and the March 9, 2020 order of the Governor of the State of Ohio declaring a public health emergency, this meeting will be live-streamed on RTA's Facebook page ([www.facebook.com/rideRTA](http://www.facebook.com/rideRTA)) for staff and members of the public.

The Secretary advised that notice of this meeting have been posted more than twenty-four hours in advance of the meeting, that the usual notification has 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 have been complied with.

Rev. Lucas said the chair of the Nominating Committee, Leo Serrano could not be here due to a work commitment with the Cleveland Schools. Since Mayor Clough's term expired from the Board and he is the sitting officer as Vice President, he is conducting the meeting and is also a candidate. He asked Legal if he could conduct the meeting and they confirmed that he can conduct the meeting. The Nominating Committee made their report at the committee meetings two weeks ago. They approved the candidate for the Office of President, which was himself and for the Office of Vice President, which was Karen Gabriel Moss.

#### Nominations and election for the Office of President

Rev. Lucas asked if there were any other nominations for President. There were none. He asked for a motion to close the nominations. It was moved by Chief McCall, seconded by Mr. Joyce. There were eight (8) ayes and none opposed.

#### Nominations and election for the Office of Vice President

The Nominating Committee approved the candidate for the Office of Vice President at the Committee Meetings, which is Karen Gabriel Moss. He asked for a motion to close the nominations. It was moved by Mayor Weiss, seconded by Ms. Pellot. There were seven (7) ayes and one (1) opposed by Chief McCall.

Rev. Lucas acknowledged the Board, Executive Management Team and staff individually and thanked them for all of their work and support. He is happy that there have been three new ramps added to the rail since he has been on the Board. He thanked Marketing for the dedication of the plaque in honor of his father at Tower City. He especially thanked the Paratransit Department for their work. He thanked the operators for their work. He is appreciative of his appointment to the Board by Mayor Frank Jackson. Seventeen years ago after a surgery, a tumor was found on his spine, which

RTA Annual Meeting

March 23, 2021

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put him in a wheelchair. That's when he became a regular rider on the Paratransit. That's why it is a joy for him to serve on the Board. In 1968, his father Charles P. Lucas, Sr. was the first African American appointed to the Board by Mayor Anthony Celebrezze. He passed away in 1989. He hopes that his father is looking down on him today.

Ms. Moss thanked the Board for their support. She looks forward to serving with the Board and the public. RTA is on a good path. The agency is ready to go in a positive direction. She looks forward to in-person meetings to get to know new members. Ms. Birdsong thanked the newly elected officers and looks forward to working with them.

This meeting adjourned at 9:37 a.m.

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President

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

RESOLUTION NO. 2021-31

EXPRESSING CONGRATULATIONS TO THE EMPLOYEES OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY WHO RETIRED DURING THE FIRST QUARTER OF 2021

WHEREAS, the following employees retired from the Greater Cleveland Regional Transit Authority during the first quarter of 2021 after numerous years of dedicated public service:

<u>Name</u>	<u>Title</u>	<u>Work Location</u>
Willie Mitchell Jr	Operator	Triskett
Wesley Goodwin	Manager of Applications	Main Office
Benjamin Pulliam	Operator	Hayden
Carl Senal	Operator	Triskett
Stephen Moore	Fiber Optic Technician	Central Service
Jacqueline Moore	Operator	Rail
Frank Mehling	Equipment Maintainer	Hayden
Brian Wright	Service Quality Coordinator	Main Office
Nancy McComas	Service Monitor	Main Office
Neletre Burts-Tolbert	Secretary I	Main Office
Lester Hill	Transit Police Officer	Transit Police
George Jose Sanford	Operator	Triskett
Seven Waller	Operator	Triskett

WHEREAS, these retirees faithfully gave of their skills, time and talents to provide high quality public transportation to the community; and

WHEREAS, these retirees did much to contribute to the quality of life in Greater Cleveland by providing much-needed public transit service and protecting our valuable environment; and

WHEREAS, the retirees' outstanding diligence in the performance of their jobs was of immeasurable value to both riders and residents of Cuyahoga County; and

WHEREAS, these retirees represent hundreds of years of invaluable public transit experience, and they will be missed.

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

Section 1. That the sincere congratulations and gratitude of the Board of Trustees is hereby extended to each of the above named employees on the occasion of their retirement from the Greater Cleveland Regional Transit Authority.

Section 2. That the members of the Board of Trustees offer their best wishes to the retirees for continued success and happiness, which they so richly deserve.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

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



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> PROJECT 52V – RED LINE TRACK CURVE REPLACEMENT EAST 55 <sup>TH</sup> TO KINSMAN EASTBOUND <b>VENDOR:</b> DELTA RAILROAD CONSTRUCTION, INC. <b>AMOUNT:</b> \$1,199,522.50	<b>Resolution No.:</b> 2021-32
	<b>Date:</b> April 15, 2021
	<b>Initiator:</b> Engineering & Project Development
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a contract to provide construction services for Project 52V – Red Line Track Curve Replacement East 55<sup>th</sup> to Kinsman Eastbound.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The work to be performed under this contract consists of the rehabilitation of eastbound tracks from East 55<sup>th</sup> Street Station to Kinsman from station 135+00 to 155+00.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids (“IFB”) was posted on the GCRTA Procurement website and advertised in the local newspapers. Fourteen interested parties, including potential subcontractors, downloaded the solicitation package. Two responsive bids were received and opened on March 11, 2021, as follows:

Company Name	Total Base Bid
Delta Railroad Construction, Inc.	\$1,199,522.50
RailWorks Track Services, Inc.	\$1,230,000.00

The Basis of Award is the lowest responsive bid from a responsible bidder for the Total Base Bid price. Delta Railroad Construction, Inc. was determined to be a responsible bidder. The Total Base Bid price of \$1,199,522.50 from Delta Railroad Construction, Inc. is 3.2% less than the Engineer’s Estimate of \$1,238,539.98.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 13% DBE goal was established for this procurement. Delta Railroad Construction, Inc. has committed to achieving the DBE participation goal through the utilization of the following firms: RAR Contracting (African American-owned) in the amount of \$130,000.00, Garcia Survey (Hispanic-owned) in the amount of \$14,000.00, and Key Cable and Supply ((Female-owned) in the amount of \$12,000.00 (\$20,000.00 x 60%) for a total DBE participation of \$156,000.00 or 13%.
- 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, Capital Grant OTP2 (OH-2019-007) Red Line Track Rehab, for a total contract amount not to exceed \$1,199,522.50 (\$959,618.00 in federal funds which represents 80% of total cost).

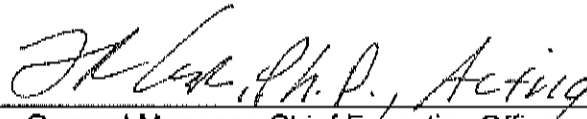
## Staff Summary &amp; Comments

Red Line Track Curve Replacement E. 55<sup>th</sup> to Kinsman Eastbound

Page 2

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will allow for the continued degradation of the eastbound tracks from East 55<sup>th</sup> Street Station to Kinsman.
- 8.0 RECOMMENDATION: This project was discussed by the Board of Trustees at the April 6, 2021 Operational Planning & Infrastructure Committee meeting. It is recommended that the bid of Delta Railroad Construction, Inc. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



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General Manager, Chief Executive Officer



RESOLUTION NO. 2021-32

AUTHORIZING CONTRACT NO. 2021-011 DELTA RAILROAD CONSTRUCTION, INC. FOR PROJECT 52V – RED LINE TRACK CURVE REPLACEMENT EAST 55<sup>TH</sup> TO KINSMAN EASTBOUND, AS SPECIFIED AND AS REQUIRED, IN AN AMOUNT NOT TO EXCEED \$1,199,522.50 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Authority deems it necessary to acquire construction services, as required, under Project 52V – Red Line Track Curve Replacement East 55<sup>th</sup> to Kinsman Eastbound; and

WHEREAS, the bid of Delta Railroad Construction, Inc., located at 2648 West Prospect Road, Ashtabula, Ohio 44004, was received on March 11, 2021 in an amount not to exceed \$1,199,522.50; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Delta Railroad Construction, 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 Delta Railroad Construction, Inc. for Project 52V – Red Line Track Curve Replacement East 55<sup>th</sup> to Kinsman Eastbound, 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 Delta Railroad Construction, Inc. for Project 52V – Red Line Track Curve Replacement East 55<sup>th</sup> to Kinsman Eastbound.

Section 3. That said contract shall be payable from the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grant OTP2 (OH-2019-007) Red Line Track Rehab, for a total contract amount not to exceed \$1,199,522.50 (\$959,618.00 in federal funds which represents 80% of total cost).

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, thereto, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements; and all applicable laws relating to the contractual obligations of the Authority.

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Delta Railroad Construction, Inc. will attempt to exceed the 13% minimum DBE goal assigned to this procurement.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

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



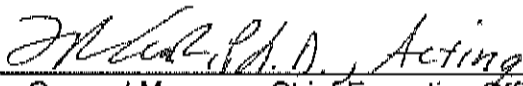
<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> PURCHASE OF FIVE (5) 2021 FORD POLICE UTILITY VEHICLES, EQUIPMENT AND ACCESSORIES  <b>VENDOR:</b> STATEWIDE FORD LINCOLN  <b>AMOUNT:</b> NOT TO EXCEED \$251,505.00	<b>Resolution No.:</b> 2021-33
	<b>Date:</b> April 15, 2021
	<b>Initiator:</b> Fleet Management Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will authorize the Authority to enter into a contract for the delivery of five (5) 2021 Ford Police Utility vehicles, equipment and accessories, through the State of Ohio, Department of Administrative Services, State Term Schedule (STS) with installation and programming of the BluePrint System in the State of Ohio for Soundoff Signal.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority intends to replace five (5) police vehicles that have exceeded their life expectancy and are becoming costly to maintain. The vehicles will be equipped with the Soundoff Signal BluePrint control system prior to delivery.
- 3.0 **PROCUREMENT BACKGROUND:** The Board of Trustees has authorized the General Manager, Chief Executive Officer to utilize the State of Ohio Cooperative Purchasing Program, as set forth in Chapter 410 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority. This allows the Authority to purchase equipment from the Ohio Department of Administrative Services, Office of State Purchasing contracts. The Authority is able to enter into a contract for equipment as authorized by Ohio Revised Code, Section 306.43 (H)(4).  
  
 This resolution will authorize the purchase and delivery of five (5) 2021 Ford Police Utility vehicles, equipment and accessories, as defined in the contract with Statewide Ford Lincoln. The unit price of the Ford Police Interceptor Utility vehicle through the Cooperative Purchasing Program, Contract No. 900321, is for \$32,280.00. The accessories, delivery, and installation of the Soundoff Signal BluePrint equipment brings the unit price to \$50,301.00, resulting in a total amount not to exceed \$251,505.00. The prices established under the state program are the result of a competitive process.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Per Federal Regulations, the Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements included in the State Cooperative Purchasing Program.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Capital Fund, Fleet Management Department budget, in an amount not to exceed \$251,505.00.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the ability of the Authority to purchase replacement police vehicles, prolonging the Authority's need to maintain equipment that has exceeded life expectancy.

8.0 RECOMMENDATION: It is recommended that the bid of Statewide Ford Lincoln be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.

9.0 ATTACHMENT: 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. 2021-33

AUTHORIZING CONTRACT NO. 2021-047 WITH STATEWIDE FORD LINCOLN, FOR THE PURCHASE AND DELIVERY OF FIVE (5) 2021 FORD POLICE UTILITY VEHICLES, EQUIPMENT, AND ACCESSORIES, AS SPECIFIED, THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, COOPERATIVE PURCHASING PROGRAM FOR A TOTAL PRICE NOT TO EXCEED \$251,505.00 (RTA CAPITAL FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Authority has identified the need to purchase new vehicles to replace police vehicles that have exceeded their useful life; and

WHEREAS, such equipment is available through the State of Ohio, Department of Administrative Services State Term Schedule (STS); and

WHEREAS, Section 125.04 of the Ohio Revised Code provides political subdivisions within the State of Ohio the opportunity to participate in contracts executed by the State of Ohio, Department of Administrative Services, for the purchase of equipment, materials, supplies, or other tangible assets; and

WHEREAS, the Board of Trustees authorized utilization of the Cooperative Purchasing Program in Resolution 1990-069, as set forth in Chapter 410 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority; and

WHEREAS, Section 306.43(H)(4) of the Ohio Revised Code permits a regional transit authority to enter into such a contract; and

WHEREAS, Statewide Ford Lincoln, with offices located at 1108 W. Main Street, Van Wert, OH 45891, has offered to install equipment and deliver five (5) 2021 Ford Police Utility vehicles, for a total negotiated contract amount not to exceed \$251,505.00; and

WHEREAS, the General Manager, Chief Executive Officer deemed in the best interest of the Authority to procure the required equipment from Statewide Ford Lincoln utilizing the State of Ohio Cooperative Purchasing Program 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 Statewide Ford Lincoln to provide five (5) 2021 Ford Police Utility vehicles, with added equipment and accessories, 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 Statewide Ford Lincoln to provide five (5) 2021 Ford Police Interceptor Utility vehicles, with added equipment and accessories, to the Authority.

Section 3. This contract shall be payable from the RTA Capital Fund, Fleet Management Department budget, in an amount not to exceed \$251,505.00.

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, thereto, 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 this resolution shall become effective immediately upon its adoption.

Adopted: April 20, 2021

\_\_\_\_\_  
President

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



TITLE/DESCRIPTION:  AMENDING SECTION 620.02 AND 620.03 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2021- 34
	Date: April 15, 2021
	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 amend Section 620.02, Adoption of Disadvantaged Business Enterprise/Women's Business Enterprise Program, and Section 620.03, Program Manual for Disadvantaged Business Enterprise and Small Business Participation for Federally Funded Contracts, of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: These sections describe the Authority's disadvantaged business enterprise ("DBE") program. The proposed amendments would combine two sections into a single section and update the provision to reflect the Authority's current practices. In particular, the new provision specifies that the DBE Program Policy Statement and DBE Program Plan are located on the Authority's web site and the DBE Program Plan is to be submitted to the Federal Transit Administration. The updated provision will be moved from Sections 620.02 and 620.03 of the Human Resources Code to Chapter 415 of the Finance Code because the Office of Business Development, which administers the DBE program, is located in the Authority's Finance Division.
- 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 Authority's policy regarding its disadvantaged business enterprise program up to date.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that remains out of date.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 6, 2021 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 amendments to Sections 620.02 and 620.03

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

*J. M. ...*  
General Manager, Chief Executive Officer

# Attachment A to Staff Summary

## Chapter 415 Disadvantaged Business Enterprise Program

### ~~620.02 — ADOPTION OF DISADVANTAGED BUSINESS ENTERPRISE/ WOMEN'S BUSINESS ENTERPRISE PROGRAM.~~

~~(a) Part II of the Affirmative Action Plan for the Greater Cleveland Regional Transit Authority, adopted in Section 620.01, which pertains to Minority Business Enterprise and Women's Business Enterprise, is hereby repealed.~~

~~(b) The Disadvantaged Business Enterprise/Women's Business Enterprise Program, a copy of which is attached to original Resolution 1985-87, passed April 16, 1985, as revised by Resolution 1991-42, passed February 19, 1991, is fully incorporated herein and made a part hereof and is hereby adopted as a policy of the Authority. (Res. 1985-87. Passed 4-16-85; Res. 1991-42. Passed 2-19-91.)~~

### ~~620.03-415.01 PROGRAM MANUAL FOR DISADVANTAGED BUSINESS ENTERPRISE AND SMALL BUSINESS PARTICIPATION FOR FEDERALLY FUNDED CONTRACTS.~~

~~(a) The Authority has established a Disadvantaged Business Enterprise ("DBE") program in accordance with regulations of the U.S Department of Transportation, 49 CFR Part 26.~~

~~(b) The Authority maintains a signed copy of the DBE Program Policy Statement and a copy of the DBE Program Plan on the Authority's web site.~~

~~(c) Revisions to the DBE Program Policy Statement and the DBE Program Plan shall be reviewed and approved by the Board of Trustees.~~

~~(d) The Authority shall submit the DBE Program Plan to the Federal Transit Administration ("FTA") in accordance with the requirements of 49 CFR Part 26.~~

~~The revised Program Manual for disadvantaged business enterprise participation in all contracting by the Authority, a copy of which is attached to original Resolution 2004-124, passed September 21, 2004, and as amended by Resolution 2012-27, passed March 20, 2012 and Resolution 2014-44, passed May 20, 2014 to include the Small Business Participation Plan attached to that resolution, and which is fully incorporated herein, is hereby approved. The General Manager/Secretary-Treasurer is directed to submit to the Federal Transit Administration (FTA) this Program Manual in accordance with the requirements of 49 CFR, Part 26.~~

~~(Res. 2004-124. Passed 9-21-04; Res. 2012-27. Passed 3-20-12; Res. 2014-44. Passed 5-20-14. Res. 2021-XXX. Passed XX-XX-2021)~~

RESOLUTION NO. 2021-34

AMENDING SECTIONS 620.02 AND 620.03 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 Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Sections 620.02 and 620.03 of the Human Resources Code should be updated and moved to Chapter 415 of the Finance Code; and

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

Section 1. That Section 620.02, Adoption of Disadvantaged Business Enterprise/Women's Business Enterprise Program, and Section 620.03, Program Manual for Disadvantaged Business Enterprise and Small Business Participation for Federally Funded Contracts, are hereby amended 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 415

Adopted: April 20, 2021

\_\_\_\_\_  
President

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



# Attachment A to Resolution

## Chapter 415 Disadvantaged Business Enterprise Program

### 415.01 DISADVANTAGED BUSINESS ENTERPRISE AND SMALL BUSINESS PARTICIPATION FOR FEDERALLY FUNDED CONTRACTS.

(a) The Authority has established a Disadvantaged Business Enterprise (“DBE”) program in accordance with regulations of the U.S Department of Transportation, 49 CFR Part 26.

(b) The Authority maintains a signed copy of the DBE Program Policy Statement and a copy of the DBE Program Plan on the Authority’s web site.

(c) Revisions to the DBE Program Policy Statement and the DBE Program Plan shall be reviewed and approved by the Board of Trustees.

(d) The Authority shall submit the DBE Program Plan to the Federal Transit Administration (“FTA”) in accordance with the requirements of 49 CFR Part 26.

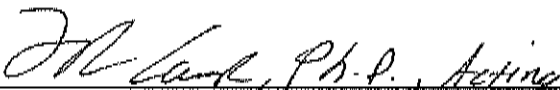
(Res. 2004-124. Passed 9-21-04; Res. 2012-27. Passed 3-20-12; Res. 2014-44. Passed 5-20-14. Res. 2021-XXX. Passed XX-XX-2021)



TITLE/DESCRIPTION:  AMENDING CHAPTER 622 "APPOINTMENTS AND PROMOTIONS" OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2021-35
	Date: April 15, 2021
	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 amend Chapter 622 of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: This chapter provides for appointments and promotions of individuals to positions within the Authority. Since the last update, new positions have been added to the Authority's executive leadership. The proposed amendments will update the titles of members of the executive leadership. They will also make this chapter consistent with the January 2020 revisions to the Bylaws relating to appointment of the Executive Director of Internal Audit and the Deputy General Manager – Legal Affairs. The revisions to Section 622.05 will make reference to procedures established by the Human Resources Division for selecting individuals for appointments and promotions.
- 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 Authority's policy regarding appointments and promotions up to date to be consistent with current practices.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that remains out of date.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 6, 2021 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 amendments to Chapter 622

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 622

### Appointments and Promotions

- 622.01 Authority of General Manager/~~Secretary-Treasurer~~, Chief Executive Officer and Board of Trustees; appeals.
- 622.02 Direct promotions.
- 622.03 Direct appointments.
- 622.04 Appointment and promotion of Executive Director of Internal Audit.
- 622.05 Selection procedure for direct appointments and promotions.
- ~~622.06 Additional provisions.~~

### CROSS REFERENCES

- Labor standards - see 49 U.S.C.A. 1609
- ~~Civil service~~ - see Ohio R.C. Ch. 124
- ~~Officers generally~~ - see Bylaws Art. II, Sec. 1
- ~~Appointment of officers and employees/personnel~~ - see Bylaws Art. IV, Sec. 1
- ~~Employment generally~~ - see Bylaws Art. VIII, Sec. 2 IX, Sec. 1
- ~~General Counsel, Deputy General Manager for Legal Affairs~~ - see Bylaws Art. IX, Sec. 4
- ~~Personnel decisions regarding Executive Director of Internal Audit~~ - see Bylaws Art. IX, Sec. 6
- ~~Department of Internal Audit~~ - see Bylaws, Art. IX, Sec. 5 ADM. Ch. 260
- Conditions of Employment - see PERS. Ch. 624
- Service recognition program - see PERS. 628.06

### 622.01 AUTHORITY OF GENERAL MANAGER/SECRETARY-TREASURER, CHIEF EXECUTIVE OFFICER AND BOARD OF TRUSTEES; APPEALS.

(a) The General Manager/~~Secretary-Treasurer~~, Chief Executive Officer is hereby authorized to appoint individuals to, and remove individuals from, the positions of Deputy General Managers (including, but not limited to, the Deputy General Manager - Operations, the Deputy General Manager - Finance and Administration, the Deputy General Manager - Development Engineering and Project Management, the Deputy General Manager - Human Resources, the Deputy General Manager - Innovation and Technology and the Deputy General Manager - Administration and External Affairs and the Deputy General Manager - ~~Legal Affairs~~); and the Director of Security/RTA-Chief of the Transit Police Department, the Executive Director of External Affairs, the Executive Director of the Office of Small Business and Employment Opportunity, the Executive Director of the Office of Organizational Planning and Development, the Executive Director of the Euclid Corridor Improvement Project, and the Assistant Secretary-Treasurer.

(Res. 1999-147. Passed 10-26-99. Res. 2021-XXX. Passed XX-XX-21.)

(b) ~~The Board of Trustees must approve the appointment or removal of the Assistant Secretary Treasurer.~~ The General Manager, Chief Executive Officer shall consult with and obtain the approval of the Board of Trustees prior to filling the position of General Counsel, Deputy General Manager of Legal Affairs and shall consult with the Board of Trustees regarding salary, promotion, demotion and termination of the General Counsel, Deputy General Manager of Legal Affairs. For the remainder of the positions listed in subsection (a) hereof, the ~~General Manager/Secretary Treasurer, Chief Executive Officer~~ shall make all such appointments and removals only after informing the Board.

(c) ~~The General Manager/Secretary Treasurer, Chief Executive Officer~~ is hereby authorized to exercise ~~his or her~~their appointing and removal authority over any other position created by the Board to be included in the ~~Executive Management Team~~executive management.  
(Res. 1988-37. Passed 2-16-88; Res. 1989-67. Passed 5-16-89. Res. 2021-XXX. Passed XX-XX-21.)

(d) Notwithstanding any other provision of the Bylaws, resolutions or Personnel Policies and Procedures of the Authority, there shall be no appeal from the personnel decisions of the ~~General Manager/Secretary Treasurer, Chief Executive Officer~~ as regards the appointment, removal, promotion or demotion, or any other disciplinary action, of individuals holding the positions provided for in subsection (a) hereof.

#### 622.02 DIRECT PROMOTIONS.

~~The General Manager/Secretary Treasurer, Chief Executive Officer~~ is hereby authorized to directly promote individual employees of the Authority to all non-bargaining managerial, professional, technical and supervisory positions, ~~in both the classified and unclassified services,~~ which positions are not currently filled, or which shall become vacant, except those which are required by ~~operation of law or contract to be filled by a competitive examination~~selection process. (Res. 1988-43. Passed 2-16-88. Res. 2021-XXX. Passed XX-XX-21.)

#### 622.03 DIRECT APPOINTMENT.

~~(a)~~ ~~The General Manager/Secretary Treasurer, Chief Executive Officer~~ is hereby authorized to directly appoint individuals to all non-bargaining managerial, professional, technical and supervisory positions, ~~in both the classified and unclassified services,~~ of the Authority, which positions are not currently filled, or which shall become vacant, except those required by ~~operation of law or contract to~~

be filled by a competitive examination~~selection~~ process.

~~(b) The General Manager/Secretary Treasurer shall make direct appointments of individuals not employed by the Authority only after justification to the Board of Trustees. (Res. 1988-43. Passed 2-16-88. Res. 2021-XXX. Passed XX-XX-21.)~~

#### 622.04 APPOINTMENT AND PROMOTION OF EXECUTIVE DIRECTOR OF INTERNAL AUDIT.

Notwithstanding Sections 622.02 and 622.03, appointment or promotion to the position of Executive Director of Internal Audit shall ~~require approval of~~ be made by the Board of Trustees. (Res. 1988-43. Passed 2-16-88. Res. 2021-XXX. Passed XX-XX-21.)

#### 622.05 SELECTION PROCEDURE FOR DIRECT APPOINTMENTS AND PROMOTIONS.

Selection of individuals for direct appointments and promotions under this chapter shall be made in accordance with procedures established by the Human Resources Division. ~~The following procedure is hereby adopted for the selection of individuals for direct appointment or direct promotion to currently existing positions in both the classified and unclassified services:~~

~~(a) All requests to initiate the process of direct appointment or direct promotion shall be submitted to the General Manager/Secretary Treasurer for his or her approval. These requests must be accompanied by a job description and job requirements, as well as a letter of justification for the action requested.~~

~~(b) The General Manager/Secretary Treasurer shall refer approved requests for direct appointments or direct promotions to the Personnel Department, which shall develop and post the appropriate announcements. The announcements will list the job duties, the minimum job requirements and a request for resumes from interested applicants.~~

~~(c) At the close of the application acceptance period, the Personnel Department will screen the applications to identify candidates who meet the minimum job requirements.~~

~~(d) Applicants rejected at this time will be notified in writing of the reason for their rejection within five days of the close of the application acceptance period.~~

~~(e) Remaining applications will be forwarded to the department head, director or administrator who initiated the request, or to the Assistant Secretary Treasurer, or the General Manager/Secretary Treasurer, whoever initiated the request.~~

~~(f) Applications will be reviewed by the party who initiated the request, and applicants rejected after that review will be notified in writing of the reason for their rejection within five days of the close of the review process.~~

~~(g) The department head, director or administrator who initiated the request,~~

~~or the Assistant Secretary Treasurer, or the General Manager/Secretary-Treasurer, whoever initiated the request, will schedule the remaining applicants for interviews.~~

~~(h) At the completion of the interview, the department head, director, administrator or Assistant Secretary Treasurer, whoever initiated the request, shall forward to the General Manager/Secretary Treasurer the resume of the recommended candidate.~~

~~(i) If the General Manager/Secretary Treasurer concurs in the selection, he or she shall appoint the candidate.~~

~~(j) If the General Manager/Secretary Treasurer does not concur in the selection, he or she may either request further information about the candidate, schedule an interview with the candidate or reject the candidate. If, after reviewing further information or interviewing or receiving feedback from a further interview of the candidate, the General Manager/Secretary Treasurer does not concur in the selection, he or she may reject the candidate.~~

~~(k) The department head, director, administrator or Assistant Secretary Treasurer, whoever initiated the request, may then submit the resume of a second candidate for the position to the General Manager/Secretary Treasurer.~~

~~(l) The process outlined in subsections (j) and (k) hereof shall continue until a candidate is accepted by the General Manager/Secretary Treasurer, until the General Manager/Secretary Treasurer withdraws his or her approval for the appointment or until the party who initiated the request withdraws it.~~

~~(Res. 1998-43. Passed 2-16-88; Res. 1999-147. Passed 10-26-99. Res. 2021-XXX. Passed XX-XX-21.)~~

~~622.06 ADDITIONAL PROVISIONS.~~

~~See Chapter 642 for additional provisions regarding appointments and promotions.~~

RESOLUTION NO. 2021-35

AMENDING CHAPTER 622 "APPOINTMENTS AND PROMOTIONS" 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 Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that certain portions of Chapter 622, Appointments and Promotions, must be revised.

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

Section 1. That Chapter 622, Appointments and Promotions, is hereby amended 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 622

Adopted: April 20, 2021

\_\_\_\_\_  
President

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

# Attachment A to Resolution

## CHAPTER 622

### Appointments and Promotions

- 622.01 Authority of General Manager, Chief Executive Officer and Board of Trustees; appeals.
- 622.02 Direct promotions.
- 622.03 Direct appointments.
- 622.04 Appointment and promotion of Executive Director of Internal Audit.
- 622.05 Selection procedure for direct appointments and promotions.

### CROSS REFERENCES

- Labor standards - see 49 U.S.C.A. 1609
- Appointment of personnel - see Bylaws Art. IV, Sec. 1
- Employment generally - see Bylaws Art. IX, Sec. 1
- General Counsel, Deputy General Manager for Legal Affairs – see Bylaws Art. IX, Sec. 4
- Personnel decisions regarding Executive Director of Internal Audit – see Bylaws Art. IX, Sec. 6
- Department of Internal Audit - see Bylaws, Art. IX, Sec. 5
- Conditions of Employment - see PERS. Ch. 624
- Service recognition program - see PERS. 628.06

### 622.01 AUTHORITY OF GENERAL MANAGER, CHIEF EXECUTIVE OFFICER AND BOARD OF TRUSTEES; APPEALS.

(a) The General Manager, Chief Executive Officer is hereby authorized to appoint individuals to, and remove individuals from, the positions of Deputy General Managers (including, but not limited to, the Deputy General Manager - Operations, the Deputy General Manager - Finance, the Deputy General Manager Engineering and Project Management, the Deputy General Manager – Human Resources, the Deputy General Manager – Innovation and Technology and the Deputy General Manager – Administration and External Affairs) and the Director of Security/Chief of the Transit Police Department.  
(Res. 1999-147. Passed 10-26-99. Res. 2021-XXX. Passed XX-XX-21.)

(b) The General Manager, Chief Executive Officer shall consult with and obtain the approval of the Board of Trustees prior to filling the position of General Counsel, Deputy General Manager of Legal Affairs and shall consult with the Board of Trustees regarding salary, promotion, demotion and termination of the General Counsel, Deputy General Manager of Legal Affairs. For the remainder of the positions listed in subsection (a) hereof, the General Manager, Chief Executive Officer shall make all such appointments and removals only after informing the Board.



(c) The General Manager, Chief Executive Officer is hereby authorized to exercise their appointing and removal authority over any other position created by the Board to be included in executive management.

(Res. 1988-37. Passed 2-16-88; Res. 1989-67. Passed 5-16-89. Res. 2021-XXX. Passed XX-XX-21.)

(d) Notwithstanding any other provision of the Bylaws, resolutions or Personnel Policies and Procedures of the Authority, there shall be no appeal from the personnel decisions of the General Manager, Chief Executive Officer as regards the appointment, removal, promotion or demotion, or any other disciplinary action, of individuals holding the positions provided for in subsection (a) hereof.

#### 622.02 DIRECT PROMOTIONS.

The General Manager, Chief Executive Officer is hereby authorized to directly promote individual employees of the Authority to all non-bargaining managerial, professional, technical and supervisory positions, which positions are not currently filled, or which shall become vacant, except those which are required by contract to be filled by a competitive selection process. (Res. 1988-43. Passed 2-16-88. Res. 2021-XXX. Passed XX-XX-21.)

#### 622.03 DIRECT APPOINTMENT.

The General Manager, Chief Executive Officer is hereby authorized to directly appoint individuals to all non-bargaining managerial, professional, technical and supervisory positions, of the Authority, which positions are not currently filled, or which shall become vacant, except those required by contract to be filled by a competitive selection process.

(Res. 1988-43. Passed 2-16-88. Res. 2021-XXX. Passed XX-XX-21.)

#### 622.04 APPOINTMENT AND PROMOTION OF EXECUTIVE DIRECTOR OF INTERNAL AUDIT.

Notwithstanding Sections 622.02 and 622.03, appointment or promotion to the position of Executive Director of Internal Audit shall be made by the Board of Trustees.

(Res. 1988-43. Passed 2-16-88. Res. 2021-XXX. Passed XX-XX-21.)

#### 622.05 SELECTION PROCEDURE FOR DIRECT APPOINTMENTS AND PROMOTIONS.

Selection of individuals for direct appointments and promotions under this chapter shall be made in accordance with procedures established by the Human Resources

Division.

(Res. 1998-43. Passed 2-16-88; Res. 1999-147. Passed 10-26-99. Res. 2021-XXX.  
Passed XX-XX-21.)



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION:  AMENDING CHAPTER 624 "COLLECTIVE BARGAINING AGREEMENTS" OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2021- 36
	Date: April 15, 2021
	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 amend Chapter 624 of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: This chapter identifies the Authority's collective bargaining agreements. The proposed amendment creates a section that states that the Authority has collective bargaining agreements with the Fraternal Order of Police ("FOP") (Ohio Labor Council) and Local 268 of the Amalgamated Transit Union.
- 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 Authority's policy regarding collective bargaining agreements up to date.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that remains out of date.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 6, 2021 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 amendments to Chapter 624

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

*J. M. Lynch, Ph.D., Acting*  
General Manager, Chief Executive Officer

# Attachment A to Staff Summary

## CHAPTER 624

### Collective Bargaining Agreements: Conditions of Employment

#### 624.01 Collective Bargaining Agreements.

~~EDITOR'S NOTE: The Authority enters into Agreements from time to time with representatives of various classes of employees, including the Fraternal Order of Police (Ohio Labor Council) and Local 268 of the Amalgamated Transit Union. The Agreement with the latter is referred to as the Conditions of Employment. Copies of these agreements are available upon request. Copies of the latest relevant resolutions and of such Agreements may be obtained, at cost, from the office of the General Manager/Secretary-Treasurer.~~

#### CROSS REFERENCES

Labor standards - see U.S.C.A. 1609

Enforceability of successor clause in collective bargaining agreements - see  
Ohio R.C. 4113.2030

Strikes by public employees - see Ohio R.C. Ch. 4117

Employment generally - see Bylaws Art. VIII, Sec. 2; PERS. Ch. 642

Fringe benefits - see PERS. Ch. 628

Indemnification policies and procedures - see PERS. Ch. 629

Personnel policies and procedures - see PERS. Chs. 640 et seq.

#### 624.01 COLLECTIVE BARGAINING AGREEMENTS.

The Authority enters into agreements from time to time with representatives of various classes of employees, including the Fraternal Order of Police ("FOP") (Ohio Labor Council) and Local 268 of the Amalgamated Transit Union ("ATU"). Copies of these agreements are available upon request.  
(Res. 2021-XXX, Passed XX-XX-21.)

RESOLUTION NO. 2021-36

AMENDING CHAPTER 624 "COLLECTIVE BARGAINING AGREEMENTS" 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 Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, Chapter 624 previously consisted of only an editor's note; and

WHEREAS, the Authority has conducted a review and determined that Chapter 624 should be updated to include a section identifying the Authority's collective bargaining agreements.

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

Section 1. That Chapter 624, Collective Bargaining Agreements, is hereby amended 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 624

Adopted: April 20, 2021

\_\_\_\_\_  
President

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

# Attachment A to Resolution

## CHAPTER 624

### Collective Bargaining Agreements

624.01 Collective Bargaining Agreements.

#### CROSS REFERENCES

Labor standards - see U.S.C.A. 1609

Enforceability of successor clause in collective bargaining agreements - see  
Ohio R.C. 4113.30

Strikes by public employees - see Ohio R.C. Ch. 4117

Employment generally - see Bylaws Art. VIII, Sec. 2; PERS. Ch. 642

Fringe benefits - see PERS. Ch. 628

Indemnification policies and procedures - see PERS. Ch. 629

Personnel policies and procedures - see PERS. Chs. 640 et seq.

#### 624.01 COLLECTIVE BARGAINING AGREEMENTS

The Authority enters into agreements from time to time with representatives of various classes of employees, including the Fraternal Order of Police ("FOP") (Ohio Labor Council) and Local 268 of the Amalgamated Transit Union ("ATU"). Copies of these agreements are available upon request.  
(Res. 2021-XXX. Passed XX-XX-21.)



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION:  AMENDING SECTION 640.06 "CHARITABLE ACTIVITY" OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND MOVING IT TO THE PERSONNEL POLICIES	Resolution No.: 2021-37
	Date: April 15, 2021
	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 amend Section 640.06, Charitable Activity: Employee Use of Authority Time and Resources, of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: This section describes the Authority's policy regarding employee participation in charitable activities, including fundraising. The proposed amendment will clarify the types of raffles that are prohibited under Section 2915.092 of the Ohio Revised Code. The amendment will also move Section 640.06 to the Authority's personnel policies.
- 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 clarify the Authority's policy regarding charitable activities to be consistent with Ohio law.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that does not provide specific guidance to Authority employees regarding the types of raffles that are permitted and prohibited under Ohio law.
- 8.0 RECOMMENDATION: This resolution was discussed at the April 6, 2021 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 amendments to Section 640.06

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

*J. M. Lewis, Ph.D., Acting*  
General Manager, Chief Executive Officer

## Attachment A to Staff Summary

### 640.06 CHARITABLE ACTIVITY: EMPLOYEE USE OF AUTHORITY TIME AND RESOURCES.

(a) Charitable Activity on Authority Time. The Greater Cleveland Regional Transit Authority ("Authority") encourages its employees to engage in charitable activities in support of worthy causes. At the same time, the Authority firmly believes that the taxpayers expect the Authority's employees, while on the clock, to do the jobs they are being paid to do. This policy seeks to balance these two important objectives.

- (1) Limited activity permissible on Authority time.
  - A. During "on the clock" hours, Authority employees should, with very limited exception, be engaging in the work for which they have been hired. The General Manager, Chief Executive Officer is authorized to permit de minimis (small or insignificant) expenditures of Authority time in support of charitable activities. An employee who wishes to engage in limited charitable activity on work time must have the permission of the employee's supervisor.
  - B. Authority employees desiring to provide substantial, ongoing or regular volunteer services to charitable entities will need to do so before or after work, during lunch, or other authorized break periods, on weekends or during other non-Authority time. Employees may also use vacation, personal or compensatory time for volunteer activities during normal work hours if such leave usage does not interfere with the Authority's operations and is approved by an employee's supervisor.
- (2) General Manager, Chief Executive Officer discretion. This policy is not intended to interfere with the discretion of the General Manager, Chief Executive Officer to permit limited, non-recurring, episodic expenditures of Authority time in support of charitable activity. For example, the General Manager, Chief Executive Officer's determination that employees may be excused to give blood at an on-site blood donation drive would be appropriate. In addition, this policy does not preclude employee activity on behalf of the Employee Giving Campaign or other charitable activities that the General Manager, Chief Executive Officer or designee has expressly approved. Such activity shall be permitted so long as it does not interfere with the operational needs of the Authority.
- (3) Employee use of flexible schedule opportunities. Employees are permitted to take advantage of Authority-authorized flex time or other flexible scheduling arrangements to accommodate their volunteer activity if it does not interfere with the Authority's operations and is approved by an employee's supervisor. This policy



is not intended to require the Authority to modify policies, procedures or contractual arrangements to accommodate employee volunteer activity.

(b) Fundraising on Authority Property. Within the context of the above parameters, Authority employees may engage in fundraising activity on Authority property. This activity may include fundraising events like bake sales, dress-down days and contests and must comply with all applicable law and regulations (e.g. health safety regulations related to the serving of food).

(1) Impermissible fundraising activity. Fundraising activities may not involve the service of alcoholic beverages. Fundraising activities, whether on Authority property or not, by Authority employees may not involve any solicitation of food, cash or other items from a contractor, vendor, retail store, restaurant or other private person or entity with whom the Authority does business or a contractor, vendor, retail store, restaurant or other private person or entity that is seeking to do business with the Authority. Fundraising activities, whether on Authority property or not, may not result in the commingling of Authority funds with the funds raised for charity. Because only certain types of entities are permitted to conduct raffles under Ohio law and GCRTA is not one of those entities, GCRTA employees may not conduct raffles such as 50/50 raffles, raffles for prizes or "bingo board" raffles. However, an event such as a chili cook-off that awards a prize is permissible.

(2) Permissible fundraising activity. Fundraising activities may take place in the following circumstances:

A. Modest non-profit fundraising.

1. Authority employees may engage in limited fundraising activities for non-profit organizations on Authority property with their supervisor's permission. Such activity should not disrupt work place activities and should never involve a supervisor directly soliciting an employee. Accordingly, all such solicitations should either be entirely passive (e.g. - a box on a desk corner noting the purpose for which contributions are being solicited) or entirely non-coercive. No employee should ever feel pressured by a co-worker to make any sort of donation to a charitable organization.

2. Examples of the types of fundraising that would be appropriate under this portion of the policy are sales of candy or gift wrap for a child's school, seeking sponsors for

walk-a-thons or other similar events, or circulation of a Girl Scout cookie sale sheet.

B. Fundraising for the benefit of Authority employees. With a supervisor's permission, fundraising also may occur to benefit fellow Authority employees. Examples of the types of fundraising that would be appropriate under this portion of the policy are the collection of funds for a retirement gift or funeral flowers or for donations to assist a fellow employee with a medical or other family hardship. Any such solicitations should conform to the restrictions above aimed at minimizing workplace disruption.

(c) Use of Authority Time for Non-Authority Business or Events.

- (1) Non-Authority business or events may include, but are not limited to, activities such as charitable events, golf outings, and receptions. Employees may attend such events before or after work, during lunch or other authorized break periods, on weekends or during other non-Authority time. Employees may also use vacation, personal or compensatory time for non-Authority business or events during normal work hours if such leave usage does not interfere with the Authority's operations and is approved by the employee's supervisor.
- (2) The General Manager, Chief Executive Officer is authorized to permit de minimis expenditures of Authority time in support of non-business events, such as planning an Authority-related holiday party that will take place after work hours. An employee who wishes to engage in non-business activity on work time must have the permission of the employee's supervisor.
- (3) If an express determination is made by an employee's supervisor that attendance at a non-Authority business or charitable event is for the Authority's business purposes, the employee may attend the event on work time and the Authority may pay for the employee's attendance.

(d) Use of Authority Resources for non-Authority Business.

- (1) The use of Authority resources such as money, property, computer equipment, e-mail accounts, paper or staff time for non-Authority business of any kind, including charity, is strictly prohibited.
- (2) The General Manager, Chief Executive Officer is authorized to permit expenditures of Authority time and use of Authority facilities in support of the Employee Giving Campaign, a "Stuff the Bus" campaign, quality and district council activities (that use

discretionary funds generated from vending machines) or other charitable activities that the General Manager, Chief Executive Officer or designee has expressly approved. The General Manager, Chief Executive Officer is authorized to permit de minimis use of Authority property for an employee news site or barter board or other such uses that the General Manager, Chief Executive Officer has expressly approved.

(e) Donation of Fare Media. Donations of fare media to local non-profit agencies are permitted in accordance with Section 846.04 of the Code.

(f) Implementing Procedures. The General Manager, Chief Executive Officer is authorized to establish procedures to carry out this policy.

(g) Effective Date and Interpretation. This policy is effective January 21, 2020, and questions about its application should be addressed to the Authority's Deputy General Manager for Legal Affairs.

(Res. 2020-10. Passed 1-21-20. Res. 2021-XXX. Passed XX-XX-21)

RESOLUTION NO. 2021-37

AMENDING SECTION 640.06 "CHARITABLE ACTIVITY" OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND MOVING IT TO THE PERSONNEL POLICIES

WHEREAS, pursuant to Resolution No. 1989-176, the Board of Trustees of the Authority codified the resolutions establishing its policies and procedures; and

WHEREAS, the Authority has conducted a review and determined that Section 640.06 should be updated.

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

Section 1. That Section 640.06, Charitable Activity: Employee Use of Authority Time and Resources, is hereby amended to read as specified in Attachment A hereto.

Section 2. That Section 640.06, as amended, is hereby removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority. Section 640.06 shall be placed in the Authority's personnel policies and shall remain effective continuously from the date of this resolution.

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

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

Attachment: A. Section 640.06

Adopted: April 20, 2021

\_\_\_\_\_  
President

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

## Attachment A to Resolution

### 640.06 CHARITABLE ACTIVITY: EMPLOYEE USE OF AUTHORITY TIME AND RESOURCES.

(a) Charitable Activity on Authority Time. The Greater Cleveland Regional Transit Authority ("Authority") encourages its employees to engage in charitable activities in support of worthy causes. At the same time, the Authority firmly believes that the taxpayers expect the Authority's employees, while on the clock, to do the jobs they are being paid to do. This policy seeks to balance these two important objectives.

- (1) Limited activity permissible on Authority time.
  - A. During "on the clock" hours, Authority employees should, with very limited exception, be engaging in the work for which they have been hired. The General Manager, Chief Executive Officer is authorized to permit de minimis (small or insignificant) expenditures of Authority time in support of charitable activities. An employee who wishes to engage in limited charitable activity on work time must have the permission of the employee's supervisor.
  - B. Authority employees desiring to provide substantial, ongoing or regular volunteer services to charitable entities will need to do so before or after work, during lunch, or other authorized break periods, on weekends or during other non-Authority time. Employees may also use vacation, personal or compensatory time for volunteer activities during normal work hours if such leave usage does not interfere with the Authority's operations and is approved by an employee's supervisor.
- (2) General Manager, Chief Executive Officer discretion. This policy is not intended to interfere with the discretion of the General Manager, Chief Executive Officer to permit limited, non-recurring, episodic expenditures of Authority time in support of charitable activity. For example, the General Manager, Chief Executive Officer's determination that employees may be excused to give blood at an on-site blood donation drive would be appropriate. In addition, this policy does not preclude employee activity on behalf of the Employee Giving Campaign or other charitable activities that the General Manager, Chief Executive Officer or designee has expressly approved. Such activity shall be permitted so long as it does not interfere with the operational needs of the Authority.
- (3) Employee use of flexible schedule opportunities. Employees are permitted to take advantage of Authority-authorized flex time or other flexible scheduling arrangements to accommodate their volunteer activity if it does not interfere with the Authority's operations and is approved by an employee's supervisor. This policy

is not intended to require the Authority to modify policies, procedures or contractual arrangements to accommodate employee volunteer activity.

(b) Fundraising on Authority Property. Within the context of the above parameters, Authority employees may engage in fundraising activity on Authority property. This activity may include fundraising events like bake sales, dress-down days and contests and must comply with all applicable law and regulations (e.g. health safety regulations related to the serving of food).

(1) Impermissible fundraising activity. Fundraising activities may not involve the service of alcoholic beverages. Fundraising activities, whether on Authority property or not, by Authority employees may not involve any solicitation of food, cash or other items from a contractor, vendor, retail store, restaurant or other private person or entity with whom the Authority does business or a contractor, vendor, retail store, restaurant or other private person or entity that is seeking to do business with the Authority. Fundraising activities, whether on Authority property or not, may not result in the commingling of Authority funds with the funds raised for charity. Because only certain types of entities are permitted to conduct raffles under Ohio law and GCRTA is not one of those entities, GCRTA employees may not conduct raffles such as 50/50 raffles, raffles for prizes or "bingo board" raffles. However, an event such as a chili cook-off that awards a prize is permissible.

(2) Permissible fundraising activity. Fundraising activities may take place in the following circumstances:

A. Modest non-profit fundraising.

1. Authority employees may engage in limited fundraising activities for non-profit organizations on Authority property with their supervisor's permission. Such activity should not disrupt work place activities and should never involve a supervisor directly soliciting an employee. Accordingly, all such solicitations should either be entirely passive (e.g. a box on a desk corner noting the purpose for which contributions are being solicited) or entirely non-coercive. No employee should ever feel pressured by a co-worker to make any sort of donation to a charitable organization.
2. Examples of the types of fundraising that would be appropriate under this portion of the policy are sales of candy or gift wrap for a child's school, seeking sponsors for walk-a-thons or other similar events, or circulation of a Girl Scout cookie sale sheet.

B. Fundraising for the benefit of Authority employees. With a supervisor's permission, fundraising also may occur to benefit fellow Authority employees. Examples of the types of fundraising that would be appropriate under this portion of the policy are the collection of funds for a retirement gift or funeral flowers or for donations to assist a fellow employee with a medical or other family hardship. Any such solicitations should conform to the restrictions above aimed at minimizing workplace disruption.

(c) Use of Authority Time for Non-Authority Business or Events.

- (1) Non-Authority business or events may include, but are not limited to, activities such as charitable events, golf outings, and receptions. Employees may attend such events before or after work, during lunch or other authorized break periods, on weekends or during other non-Authority time. Employees may also use vacation, personal or compensatory time for non-Authority business or events during normal work hours if such leave usage does not interfere with the Authority's operations and is approved by the employee's supervisor.
- (2) The General Manager, Chief Executive Officer is authorized to permit de minimis expenditures of Authority time in support of non-business events, such as planning an Authority-related holiday party that will take place after work hours. An employee who wishes to engage in non-business activity on work time must have the permission of the employee's supervisor.
- (3) If an express determination is made by an employee's supervisor that attendance at a non-Authority business or charitable event is for the Authority's business purposes, the employee may attend the event on work time and the Authority may pay for the employee's attendance.

(d) Use of Authority Resources for non-Authority Business.

- (1) The use of Authority resources such as money, property, computer equipment, e-mail accounts, paper or staff time for non-Authority business of any kind, including charity, is strictly prohibited.
- (2) The General Manager, Chief Executive Officer is authorized to permit expenditures of Authority time and use of Authority facilities in support of the Employee Giving Campaign, a "Stuff the Bus" campaign, quality and district council activities (that use discretionary funds generated from vending machines) or other charitable activities that the General Manager, Chief Executive Officer or designee has expressly approved. The General Manager, Chief Executive Officer is authorized to permit de minimis use of

Authority property for an employee news site or barter board or other such uses that the General Manager, Chief Executive Officer has expressly approved.

(e) Donation of Fare Media. Donations of fare media to local non-profit agencies are permitted in accordance with Section 846.04 of the Code.

(f) Implementing Procedures. The General Manager, Chief Executive Officer is authorized to establish procedures to carry out this policy.

(g) Effective Date and Interpretation. This policy is effective January 21, 2020, and questions about its application should be addressed to the Authority's Deputy General Manager for Legal Affairs.

(Res. 2020-10. Passed 1-21-20. Res. 2021-XXX. Passed XX-XX-21)





<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> SALE OF PROPERTY AT MADISON AND CORDOVA AVENUES, LAKEWOOD, OH  <b>PURCHASER:</b> TRIBAN INVESTMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY, AND AN AFFILIATE OF KNEZ DEVELOPMENT  <b>AMOUNT:</b> SALE PRICE: \$40,000.00	<b>Resolution No.:</b> 2021-38  <b>Date:</b> April 15, 2021  <b>Initiator:</b> Programming and Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** Board of Trustee approval is being sought for the sale of property located at Madison and Cordova Avenues, Lakewood, OH 44107. This sale will remove excess real property from GCRTA's property inventory, as required by applicable federal regulations, and promote transit oriented development ("TOD") on vacant land no longer needed for its original purpose.

2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA acquired the property in 1975 from Cleveland Transit System via the Mass Transit Transfer Agreement when GCRTA was created. The land is vacant and has been listed on GCRTA's excess property listing with FTA since 2019. Sale of this excess property will have no effect on GCRTA operations and will promote a highly desirable TOD project along the existing No. 25 bus line.

Knez Development, through an affiliate known as Triban Investment, LLC, intends to develop a residential project containing high density residential townhouse units on these two small parcels totaling 0.174 acres.

A residential TOD project was determined to be the highest and best use for this excess property and will promote the TOD and economic development goals of the GCRTA. GCRTA determined the fair market value of the property to be Forty Thousand Dollars (\$40,000.00) confirmed by MAI and review appraisals.

The sale will enhance the operation of existing transit service and will promote and support ridership on an existing service line. The sale is consistent with the real estate and TOD goals and policies of the GCRTA.

Knez Development has been an active developer of quality residential TOD projects in the City of Lakewood. Because the sale price is below the threshold for FTA review, the proposed sale is not contingent upon review and concurrence of the FTA.

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

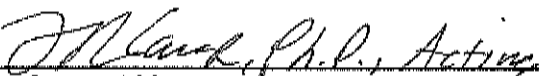
4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.

Sale of property at Madison and Cordova Ave.

Page 2

- 5.0 **POLICY IMPACT:** The proposed sale of this property is consistent with the Real Estate Policies and TOD goals of the GCRTA.
- 6.0 **ECONOMIC IMPACT:** The purchase price of Forty Thousand Dollars (\$40,000.00) is determined to be fair market value for the property and is supported by an appraisal report and confirmed by a review appraisal report. The sale will eliminate the current and ongoing operational costs to maintain this excess property.
- 7.0 **ALTERNATIVES:** The GCRTA can refuse to sell the property to Triban Investment, LLC and continue to maintain the property and market the property for sale.
- 8.0 **RECOMMENDATION:** Staff recommends the proposed sale of the Cordova Avenue Bus Loop property to support a residential TOD project along the No. 25 bus line. The proposed sale was discussed at the April 6, 2021 meeting of the Audit, Safety Compliance and Real Estate Committee and was recommended for referral to the full Board.
- 9.0 **ATTACHMENTS:** A. Location Map  
B. Draft Purchase and Sale Agreement

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

  
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General Manager, Chief Executive Officer

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EXHIBIT A - PAGE 32 OF 36

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## Attachment B

### PURCHASE AND SALE AGREEMENT (DRAFT)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into between **Triban Investment, LLC**, an Ohio limited liability company ("Purchaser"), located at 7555 Fredle Dr. Suite 210, Concord, Ohio 44077 and the **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio ("Seller"), located at 1240 W. 6<sup>th</sup> St., Cleveland, Ohio 44113, entered into under the authority of Seller's Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, 2021 a copy of which is attached to and incorporated into this Agreement as **Exhibit A**. The date of this Agreement ("Effective Date") shall be the last date of execution by either of the parties.

#### ARTICLE 1 – PROPERTY

Seller agrees to sell and Purchaser agrees to buy a portion of the parcel of real property ("Property") located at the northwest corner of Cordova Avenue and Madison Avenue, Lakewood, Ohio 44107 and known as Cuyahoga County Permanent Parcel numbers 313-21-030 and 313-21-031 as outlined on **Exhibit B** attached hereto and incorporated herein, together with the buildings and improvements located thereon and all of the appurtenances, rights, privileges, licenses, and easements belonging thereunto. A legal description of the Property is attached hereto as **Exhibit C**.

Purchaser is purchasing:

- a. All of Seller's right, title, and interest in the Property described in **Exhibit B**, which is attached to and incorporated into this Agreement;
- b. All of Seller's right, title, and interest in any improvements affixed to the Property; and
- c. All rights, privileges, entitlements, easements, and appurtenances pertaining to the Property and Improvements, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-ways.

Purchaser acknowledges the sale of Property is subject to approval by Seller's Board of Trustees. Seller acknowledges that if such approval does not occur, this Agreement will not take effect and any earnest money paid by Purchaser, and interest thereon, shall be returned upon demand.

#### ARTICLE 2 – PURCHASE PRICE AND EARNEST MONEY

A. The total purchase price for the Property ("Purchase Price") shall be Forty Thousand & 00/100 Dollars (\$40,000.00) payable in cash on the closing date (the "Closing Date"). On or before the Closing Date, Purchaser shall deposit the Purchase Price in escrow with Northern Title Agency, Inc. ("Escrow Agent" and "Title Company"), 19545 Center Ridge Road, Rocky River, Ohio 44114 Attention: Deborah S. Fury, President/General Counsel (Phone: 216-333-8118 X203) [deb fury@northerntitle.com](mailto:deb fury@northerntitle.com).

B. Upon execution of this Agreement by Seller, Purchaser shall deposit Five Thousand & 00/100 Dollars (\$5,000.00) into an escrow account with the Escrow Agent as earnest

money ("Earnest Money"), to be credited against the Purchase Price at Closing. The Earnest Money shall be deposited into a federally insured interest bearing account, with all interest accruing to Purchaser unless otherwise provided herein. Said earnest money shall only be returned to the Purchaser if: (1) the Seller does not attain approvals from the Seller's Board of Trustees; (2) Seller does not satisfactorily resolve an objection to a title exception, pursuant to Article 4.C.(i), below; (3) Seller does not obtain the release or modification of any oil or gas leases affecting the Property, pursuant to Article 4.D. below; or (4) Purchaser terminates the transaction pursuant to Article 5.B. below. Purchaser understands that approval from the Seller's Board of Trustees is needed to sell the Property. If this transaction is not consummated for any other reason the earnest money shall be disbursed to the Seller.

### **ARTICLE 3 – PURCHASER'S INSPECTIONS/INDEMNIFICATION/SELLER'S DELIVERIES**

- A. Seller shall arrange access, at mutually agreeable dates and times, to all areas of the Property to enable Purchaser and its agents to enter the Property and to conduct inspections, tests, borings, or surveys. In the event that this transaction does not close, then the Purchaser shall repair any damage to the Property caused by the Purchaser's investigation, tests and/or studies.
- B. The Purchaser hereby indemnifies and holds harmless the Seller, Seller's officers, agents, employees, successors and assigns from any and all claims, loss, cost, damages, expense and liability, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of either of the parties arising out of, connected with or incidental to, either directly or indirectly, with Purchaser's entry, investigation, testing or assessment of the Property during this right of entry.
- C. Purchaser shall require its contractors, subcontractors and agents to defend, indemnify and hold harmless the Seller, Seller's officers, agents, employees, successors and assigns from any and all claims, loss, cost, damages, expense and liability, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of either of the parties arising out of, connected with or incidental to, either directly or indirectly, with Purchaser's entry, investigation, testing or assessment of the Property during this right of entry.
- D. The foregoing indemnification provision shall survive the termination of this Agreement.
- E. Within thirty (30) days of the Effective Date, Seller shall deliver to Purchaser the following documents or information that are within Seller's possession or control ("Seller's Deliveries"):
  - 1. Seller's current title policy;
  - 2. Any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents pertaining to the condition of the Property in the custody and control of the Seller;

3. The identity of any party who has any environmental or geotechnical reports, wetlands study, tree studies and/or surveys, wetlands documentation, flood plain, drainage, road improvement, utility construction or other documents pertaining to the condition of the Property that is not in the possession or control of Seller, to the extent that the identity of such party is known to Seller; and
4. Any existing survey of the Property.

Seller shall use commercially reasonable efforts to secure the foregoing Seller's Deliveries from all vendors who have prepared them. In the event it is determined during the Study Period (as defined in Article 5) that Seller has not timely furnished any of the above Seller's Deliveries, the Study Period shall be extended by the number of days such delivery was delayed.

#### **ARTICLE 4 – TITLE TO PREMISES**

A. Seller shall convey insurable (with all standard exceptions deleted provided Purchaser obtains an acceptable Survey as defined herein) and marketable title to the Property to Purchaser by Quitclaim Deed.

B. Within ten (10) days after the Effective Date, Purchaser shall obtain a commitment ("Commitment") issued by Escrow Agent for an ALTA Owner's Title Insurance Policy Form 2006 ("Title Policy") in an amount equal to the Purchase Price showing title to the Property in Seller and naming Purchaser as the proposed insured. The Commitment shall be accompanied by copies of all documents listed as exceptions to title or otherwise affecting title to the Seller's Parcel. Purchaser may obtain an ALTA survey ("Survey") prior to the expiration of the initial Study Period, which shows the location of the Property and all easements, rights of way and other matters contained in the Schedule B exceptions to the Commitment that are capable of being shown on the Survey (the Survey and all documents evidencing exceptions to title are hereinafter referred to as the "Related Documents").

C. Purchaser shall have thirty (30) days after receipt of the Commitment and Related Documents to review title to the Property. If Purchaser notifies Seller that it does not approve of any title exceptions within said thirty (30) day period, Seller shall then have thirty (30) days from such notice in which to resolve such objections and shall undertake to do so in good faith, but shall not be required to do so except for the discharge at Closing of liens as defined below. If Seller does not satisfactorily resolve such objections within thirty (30) days, then Purchaser, at its option, may either (i) terminate this Agreement within fifteen (15) days from receipt of Seller's notice such that such objection has not been resolved, in which event the Earnest Money and all interest shall be paid to Purchaser, Seller shall pay escrow and title charges incurred to date, and thereupon the parties shall be relieved of all further obligations hereunder, or (ii) waive the objection and accept title at Closing with such objection, without any reduction in the Purchase Price and such objections then being deemed additional Permitted Exceptions. Purchaser's review shall be limited to assuring that title exceptions will not materially and adversely affect Purchaser's intended use of the Property and will not be objectionable to Purchaser's lender or tenant. Notwithstanding any other provision in this Agreement to the contrary, Purchaser shall not be required to give Seller notice to cure or remove any mortgage lien, security interest, judgment, personal property tax, mechanics or other lien capable of cure by payment of a liquidated sum (a "Lien"), as Purchaser shall be deemed to have objected to such Liens and Seller shall be unconditionally obligated, at its expense, to cause such Liens to be released of record on or before the Closing

date. Although Purchaser is given additional days for the Study Period and Approval Period (see Section 5 below), Purchaser may not seek to resolve title exceptions more than thirty (30) days after receipt of the Commitment and Related Documents.

D. If there are oil or gas leases affecting the Property ("Oil/Gas Leases"), and Purchaser objects to them, Seller covenants and agrees, without cost to Purchaser, to use its best efforts to either: (i) cause the Oil/Gas Leases to be released of record insofar as they pertain to the Property; or (ii) cause the Oil/Gas Leases to be modified of record such that no entry upon the surface of the Property is permissible by the lessees thereunder and no slant drilling from lands adjacent to the Property will be permissible; provided, however, that the lessees under the Oil/Gas Leases may include the land for purposes of unitization. In the event such best efforts on the part of Seller are not successful within ninety (90) days after receipt of Purchaser's notice objecting to them, then, unless Purchaser waives any objections to the status of the Oil/Gas Leases or the parties otherwise agree, Purchaser may terminate this Agreement and (i) all Earnest Money and Extension Payments, if any, shall be returned to Purchaser; (ii) Purchaser shall pay all Escrow costs incurred to date; and (iii) neither party shall have any other obligation with respect to this Agreement.

- E. From and after the date of execution of this Agreement by Seller, Seller shall not:
1. Permit any third party to adversely affect Seller's title to the Property and will not permit any new or additional exceptions to title to be created except those that will be removed at or prior to the Closing Date; or
  2. Enter into any contracts or agreements pertaining to the Property that are not cancelable upon thirty (30) days' notice.

#### **ARTICLE 5 – CLOSING DATE/STUDY PERIOD/CONDITIONS**

A. The Closing Date shall be fifteen (15) days after expiration of Purchaser's Approval Period as defined in this Article 5, Section C below. Seller shall deliver the Property to Purchaser at Closing free and clear of all tenancies.

B. Purchaser shall have a sixty (60) day study period ("Study Period") beginning on the Effective Date, during which Purchaser may investigate and evaluate the potential of the Property for the proposed use as the headquarters for Autos Direct Online, Inc., including but not limited to zoning, municipal approvals, environmental issues, geotechnical issues and engineering studies. Purchaser shall diligently and in good faith pursue such investigation and evaluation during the Study Period. If during the Study Period Purchaser determines that, for any reason, the Property is not suitable for Purchaser's purpose, Purchaser may in its sole discretion, terminate this transaction and (i) thereupon this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, except for those rights and obligations that, by their terms, expressly survive any such termination, and (ii) Purchaser's earnest money shall be returned to Purchaser, but Purchaser shall pay all escrow and title charges incurred to date. In the event Purchaser does not elect to terminate this transaction at the end of the Study Period, Purchaser shall be deemed to have waived its right to terminate based on environmental issues, geotechnical issues and engineering studies, title and survey. Upon expiration of the Study Period, Purchaser shall have the right to post a development sign on the Property.

C. Purchaser shall have a sixty (60) day approval period ("Approval Period") beginning on the expiration of the Study Period if Purchaser has not terminated this Agreement

in which to further obtain all necessary governmental approvals for Purchaser's proposed use as a residential development site.

#### **ARTICLE 6 – TAXES AND ASSESSMENTS**

As of the date of Closing, the Escrow Agent shall prorate between Seller and Purchaser all real estate taxes ("Taxes") levied against the Property according to the most recent tax bill for the Property. Seller shall be responsible for any general and special assessments levied against the Property prior to Closing.

#### **ARTICLE 7 – REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. As a material inducement for Purchaser to enter into this Agreement, Seller represents, warrants and covenants as follows:

1. Fee simple ownership of the Property is vested solely in Seller and no other party has an interest in the Property, the Property shall be delivered at Closing free and clear of all tenancies;
2. No legal actions or administrative proceedings of any type (including condemnation or similar proceedings) are pending or (to the best of Seller's actual knowledge) contemplated against the Property;
3. Subject to the limitations set forth in Article 2 above, Seller has all necessary power and authority to execute this Agreement, perform all of its obligations hereunder and convey the Property;
4. Seller has no knowledge and has not received notice of any violations of any law, statute, ordinance, or other governmental regulation by or affecting the Property;
5. On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property that have not been fully paid for and Seller shall cause to be discharged all mechanics or materialmens liens arising from any labor or materials furnished to the Property prior to the Closing Date; and

B. The representations and warranties set forth in Article 7(A) are true and correct on the Effective Date, shall be true and correct on the Closing Date, and shall survive the Closing.

C. As a material inducement for Seller to enter into this Agreement, Purchaser represents and warrants that Purchaser has all necessary power and authority and no consent of any third party is required for Purchaser to execute this Agreement, perform all of its obligations hereunder and purchase the Property.

D. Except as otherwise expressly set forth herein, the Purchaser acknowledges that:

1. the Seller has made no representation or warranty of any kind with respect to the Property, including, without limitation, the use to which it may be put or the condition, environmental or otherwise, of the Property; and



2. It is relying upon its own investigations, tests and studies with respect to the condition, environmental or otherwise of the Property and agrees to accept the Property in its "as is, where is, with all faults" condition on the Closing Date, in accordance with Article 3.

#### **ARTICLE 8 – CLOSING AND ESCROW CHARGES**

A. At such time as the Escrow Agent has in its possession all funds representing the Purchase Price and all documents required from Purchaser and Seller, Escrow Agent shall file the Deed for record. The escrow shall be subject to the Escrow Agent's standard conditions of acceptance, except that if there is any conflict or inconsistency between the Escrow Agent's standard conditions and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern.

B. The Escrow Agent shall deliver to Purchaser the Deed, Purchaser's title insurance policy, other documents due Purchaser, and all funds remaining to the credit of Purchaser after charging Purchaser with:

1. The cost of recording the Deed;
2. All costs associated with any mortgage loan obtained by the Purchaser;
3. One-half (1/2) of the escrow fee;
4. Amounts due Seller by reason of prorations hereunder;
5. The cost of the title examination and issuance of the Commitment and premium cost to obtain an Owner's Policy in the amount of the Purchase Price.

C. The Escrow Agent shall deliver to Seller the balance of the funds in its possession to the credit of Seller after charging Seller and deducting from such funds:

1. The cost of the Transfer Tax and any other transfer or conveyance fee;
2. Any amounts that are required to satisfy any outstanding Liens;
3. One-half (1/2) of the escrow fee;
4. Amounts due Purchaser by reason of prorations hereunder.

#### **ARTICLE 9 – BROKER**

Purchaser and Seller warrant and represent each to the other that neither has dealt with any real estate broker or finder in connection with this transaction. Purchaser and Seller agree to hold each other harmless against all claims for brokerage commissions or fees and/or finder's fees made by a person or firm, other than as disclosed herein, claiming (i) to have been retained by

the indemnifying party, or (ii) to be the procuring cause of this transaction due to any act or authorization of the indemnifying party. This hold harmless shall survive the Closing of this transaction or the termination of this Agreement.

## **ARTICLE 10 – REMEDIES**

A. If Seller breaches any of its covenants, agreements, representations, or warranties, then provided such breach has not been cured within thirty (30) days after written notice thereof, Purchaser may:

1. Declare this Agreement terminated and all Earnest Money and Extension Payments shall be returned to Purchaser, all Escrow Fees shall be paid by Seller and thereafter the parties shall be released of all further liability hereunder; or
2. Enforce specific performance of Seller's obligations, including monetary damages in an amount not to exceed Purchaser's actual out-of-pocket expenses exclusive of Purchaser's Earnest Money and Extension Payments that shall be returned to Purchaser; or

The Purchaser specifically waives any other legal or equitable remedy.

B. In the event Purchaser defaults in its obligations and provided such default has not been cured within thirty (30) days after written notice thereof, then this Agreement shall terminate and Purchaser shall pay all title and escrow charges incurred, the Earnest Money and all Extension Payments, if any, shall be paid to Seller as final and liquidated damages, the Seller specifically waiving any other legal or equitable remedy and all other rights and obligations of the parties hereunder shall automatically be terminated.

## **ARTICLE 11 – MISCELLANEOUS**

A. This instrument constitutes the entire agreement between the parties hereto with respect to the transaction herein contemplated and shall not be modified unless in writing and signed by all parties hereto.

B. Any notice required hereunder shall be deemed duly given upon receipt or refusal if delivered personally, sent by national overnight courier, mailed by registered or certified United States Mail, return receipt requested, postage prepaid or sent by facsimile transmission (with confirmed transmission receipt) and addressed or transmitted as follows:

If to Seller:

The Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113  
Attn: General Manager, Chief Executive Officer

With a copy to:

The Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113  
Attn: Senior Counsel-Contracts and Real Estate

If to Purchaser:

Triban Investment LLC  
7555 Fredle Drive, Suite 210  
Concord, OH 44077  
Attn: Michael J. David, In House Counsel

C. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Purchaser may assign its rights and obligations hereunder to any third party, provided that Purchaser shall remain fully liable for all of its obligations hereunder.

D. Each term, covenant, and condition contained herein shall remain in full force and effect until the same has been fully performed.

E. Seller and Purchaser agree to cooperate in furtherance of this transaction and to execute any and all documents reasonably required to consummate this transaction. In the event of a dispute between the parties, the prevailing party shall be entitled to reimbursement for its costs, incurred as a result of such dispute. Seller hereby authorizes Purchaser to apply for any necessary governmental approval(s) required for Purchaser's proposed use of the Property as the Aspen Place Limited Partnership development project, including zoning, provided any rezoning shall only be effective after Closing.

F. This Agreement shall be construed in accordance with the laws of the State of Ohio. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, that such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement.

G. Risk of loss to any improvements located on the Property or to the Property shall remain with the Seller until transfer of possession to the Purchaser which shall be on the Closing Date. In the event of an insured loss prior to Closing, Purchaser shall have the option of: (i) accepting the Property in its damaged condition as the result of such insured loss and receive the Seller's insurance proceeds together with Seller's insurance deductible at Closing; or (ii) terminating this Agreement.

H. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which any period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

I. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**SELLER:  
GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

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

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Affairs

**PURCHASER:  
TRIBAN INVESTMENT LLC**

By: \_\_\_\_\_  
Bojan Knez  
Managing Member

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

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio, by India L. Birdsong, its General Manager, Chief Executive Officer, who acknowledged to me that she did sign the foregoing instrument as such officer of said political subdivision and that the same is her free act and deed, and that of said political subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **Triban Investment LLC**, an Ohio limited liability company, by Bojan Knez, its Managing Member, who acknowledged to me that he did sign the foregoing instrument as such officer of said company and that the same is his free act and deed, and that of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

COPY OF RESOLUTION 2017-\_\_\_\_\_

EXHIBIT B

OUTLINE OF THE PROPERTY

EXHIBIT C

LEGAL DESCRIPTION



RESOLUTION 2021-38

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) WITH TRIBAN INVESTMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY, FOR PROPERTY KNOWN AS CUYAHOGA COUNTY PERMANENT PARCEL NUMBERS 313-21-030 AND 313-21-031 AND LOCATED AT THE NORTHWEST CORNER OF CORDOVA AVENUE AND MADISON AVENUE, LAKEWOOD, OHIO 44107

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is the owner of record of the land located at the northwest corner of Cordova Avenue and Madison Avenue, Lakewood, OH 44107, which has Permanent Parcel Numbers of 313-21-030 and 313-21-031 (the "Property"); and

WHEREAS, the Property was received by GCRTA from the Cleveland Transit System by The Mass Transit Transfer Agreement of 1975 to construct a bus loop serving the bus service line along Madison Avenue in Lakewood; and

WHEREAS, the Property was declared excess property and is not currently used to support current or future transit operations and services; and

WHEREAS, the GCRTA has advertised and marketed the Property for sale through a fair and open process since 2019; and

WHEREAS, the Property has been on the GCRTA's list of excess properties with the Federal Transit Administration ("FTA") since 2019; and

WHEREAS, on February 25, 2021, Triban Investment, LLC ("Triban") offered an agreement to purchase and develop the Property along Madison Avenue; and

WHEREAS, Triban intends to develop a residential transit oriented development project ("TOD") on the Property; and

WHEREAS, a residential TOD was determined to be the highest and best use for the Property in accordance with current GCRTA real estate and TOD goals and objectives; and

WHEREAS, with the proposed sale of the Property, the GCRTA will decrease its annual holding costs associated with this Property which include, but are not limited to insurance, maintenance, security, landscape expenses, utilities and storm water management fees; and

WHEREAS, the General Manager, Chief Executive Officer now seeks approval to execute the final Purchase and Sale Agreement and all other documents required to sell and transfer the Property.

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

Section 1. That the property is hereby declared excess property.

Section 2. That the General Manager, Chief Executive Officer is hereby authorized to execute a Purchase and Sale Agreement with Triban Investment, LLC and to execute all other documents required to sell and transfer the Property.

Section 3. That the purchase price of Forty Thousand Dollars (\$40,000.00) is the fair market value of the Property as determined by the MAI property appraisal report and approved by a review appraiser.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

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



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION:		Resolution No.:
LEASE:	LEASE AGREEMENT FOR PROPERTY AT THE SETTLERS LANDING RAPID TRANSIT STATION, 1199 W. SUPERIOR AVENUE AT ROBERT J. LOCKWOOD DRIVE, CLEVELAND, OHIO 44113	2021-39
LESSEE:	DOWNTOWN CLEVELAND ALLIANCE, AN OHIO NOT- FOR-PROFIT CORPORATION	Date: April 15, 2021
TERMS:	TWO YEAR RENEWAL TERM AT \$10.00 PER YEAR WITH ONE OPTION TO EXTEND FOR ONE ADDITIONAL YEAR	Initiator: Programming and Planning
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 seeks approval for a Lease Agreement with the Downtown Cleveland Alliance ("DCA"), an Ohio not-for-profit corporation, for the operation and maintenance of the dog park on GCRTA property adjacent to Settlers Landing Station. The agreement includes the following terms and conditions:

- Property is part of the GCRTA Waterfront Line at the Settlers Landing Rail Station and is contiguous to the Settler's Landing Municipal Park.
- The renewal term will be for two years with one extension option of one additional year with nominal rent of \$10.00 per annum.
- DCA will perform all necessary capital improvements and maintain the dog park in a clean, safe and attractive condition.
- Insurance requirements are updated.
- GCRTA reserves the right to cancel the lease at any time and for any reason.

2.0 DESCRIPTION/JUSTIFICATION: The Authority acquired this property on December 31, 1998 for construction of the Waterfront Line. The portion of the property proposed for lease renewal is currently used by DCA as a dog park adjacent to the Settlers Landing rail station. DCA is the only not-for-profit Corporation organized solely to improve the environment in downtown Cleveland as a place to live, work and play. DCA constructed and has operated this dog park as a valuable community asset for the past eight years.

Staff is seeking approval for the lease renewal at this time because Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority provides that leases permitting continuous use of Authority property for more than 3 years must be approved by the Board of Trustees.

The agreement promotes this popular community asset by continuing an amenity for the Authority's customers, downtown and near neighborhood residents and visitors to the station and the adjacent waterfront park.

The proposed use is supported by the continued use of this popular amenity since its inception in 2014.

- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The proposed lease of this property is consistent with the Real Estate Policies of the GCRTA.
- 6.0 **ECONOMIC IMPACT:** The income from rent is nominal at Ten Dollars (\$10.00) per year, however, DCA's agreement to perform all necessary capital improvements and to maintain the Property in a clean, safe and attractive manner reduces the operational costs for GCRTA of the property at the Settler's Landing Station. Federal Transit Administration (FTA) concurrence is authorized under Circular 5010.1E for renewal of existing leases at reasonable terms and conditions.
- 7.0 **ALTERNATIVES:** The GCRTA can refuse to approve the Lease Agreement and seek a new tenant for the property or close the amenity for public use and maintain the property. Additional costs would be incurred for maintenance of this property.
- 8.0 **RECOMMENDATION:** The proposed lease agreement was discussed at the April 6, 2021 meeting of the Audit, Safety Compliance and Real Estate Committee and referred to the full Board for further action. Staff recommends the proposed lease agreement for approval to the Board of Trustees.
- 9.0 **ATTACHMENTS:** A. Draft Lease Agreement, including Exhibits A and B

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

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

DRAFT

LEASE BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

AND

DOWNTOWN CLEVELAND ALLIANCE

This Lease is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the **Downtown Cleveland Alliance**, an Ohio nonprofit corporation whose principal business office is located at 1010 Euclid Avenue, Suite 300, Cleveland, Ohio 44115 ("Lessee") and the **Greater Cleveland Regional Transit Authority** a political subdivision organized under Ohio Revised Code Chapter 306, whose principal business office is located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio, 44113 ("Lessor").

1. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the land adjacent to the Settler's Landing transit station, in the City of Cleveland, Cuyahoga County, Ohio, and identified on the document attached hereto and marked as **Exhibit "A"** ("Premises").
2. The term of the Lease shall be for a period of two (2) years, beginning on August 1, 2021 (the "Commencement Date") and terminating on July 31, 2023 with one option to extend for one additional year. Any renewal or extension of this Lease will require the approval of the Lessor's Board of Trustees. Notwithstanding anything contained herein, Lessor reserves the right to cancel the Lease at any time and for any reason.
3. In consideration of said demise, Lessee shall pay to Lessor annual rent of Ten Dollars (\$10.00) payable in advance of the Commencement Date and each yearly anniversary date thereof for the term of the Lease.
4. Lessee may use and occupy the land described in **Exhibit "A"** solely for the purpose of operating a temporary dog park ("Dog Park") on a non-profit basis. The Dog Park must be accessible to the general public. Lessor and Lessee agree this use does not create parkland but that the Dog Park is a temporary use of the land until such time as Lessor has another use for the land. The land described in **Exhibit "A"** shall not be used for any purpose other than permitted herein without the express written consent of the Lessor.
5. The Dog Park shall be fenced around the perimeter with a latching gated entrance, and shall provide seating for individuals using the park. The fence and all gates shall be maintained in a good state of repair at all times.
6. Lessor reserves the right to use (or grant to other parties the right to use) the air rights above the Premises and Lessee will have no right title or interest in the air rights above the Premises.
7. Within fifteen (15) days from the Commencement Date of this Lease, Lessee shall prepare and deliver to Lessor detailed plans and specifications of the improvements to the Premises

to be constructed by Lessee in compliance with **Exhibit "B"** attached hereto and made a part hereof. Within fifteen (15) days following Lessor's receipt of Lessee's plans and specifications, Lessor shall notify Lessee whether Lessee's plans and specifications are acceptable to Lessor. If Lessee's plans and specifications are not acceptable to Lessor, Lessor will advise Lessee of the required modifications to Lessee's plans and specifications. Lessee shall modify and deliver to Lessor its revised plans and specifications within five (5) days from receipt of Lessor's required modifications. Lessor and Lessee will continue this process until Lessor has approved Lessee's plans and specifications ("Lessee's Work"). Within ten (10) days from receipt of Lessor's approval of Lessee's plans and specifications, Lessee will apply for any and all permits and other governmental approvals necessary to perform Lessee's Work and Lessee will diligently pursue such application(s) until approved. Lessee shall not modify Lessee's plans and specifications approved by Lessor without Lessor's prior written consent. Upon Lessor's delivery of the Premises, and provided Lessor has approved Lessee's plans and specifications, or upon Lessor's approval of Lessee's plans and specifications, whichever is later, Lessee will commence construction of Lessee's Work in accordance with the plans and specifications approved by Lessor. Lessee shall not commence any work in the Premises until Lessee delivers to Lessor a policy of public liability and property damage insurance in accordance with the requirements of paragraph 11 of this Lease. If Lessee has not complied with each of the foregoing conditions, Lessor may, in its sole and absolute discretion, reasonably control Lessee's access to the Premises to the extent Lessor deems necessary without such actions affecting the term of this Lease as set forth in paragraph 2 of this Lease. Lessee will complete construction of Lessee's Work prior to occupancy or use by the public. Lessee must receive Lessor's consent to its signage plans and specifications prior to installation of Lessee's signage upon the Premises. Lessee shall perform all work associated with the granting of this Lease at its sole cost and expense.

8. Lessee shall be responsible for the maintenance of the Dog Park constructed on the Premises and shall maintain said Premises in a clean, safe, and attractive condition. Lessee shall keep and maintain the Premises and any fixtures, facilities, or equipment therein, in good condition and repair. Lessee shall be responsible for cleaning, repairing and remediating all portions of the Premises.
9. Neither the Premises nor any part thereof shall be sublet nor shall this Lease be assigned without the express consent, in writing, of the Lessor.
10. The relationship between the parties hereto is wholly that of Lessor and Lessee, and is not and never shall be deemed to be a partnership or joint venture.
11. To the fullest extent permitted by law and to the full extent of Lessee's intentional, reckless or negligent acts or omissions, the Lessee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Lessee 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 Lessee's breaches of this Lease, or wrongful, intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this Lease, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Lessee.

Nothing herein shall be construed as making Lessee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of Lessor. Lessee accepts the land described in Exhibit "A" in an "AS IS" condition without warranty by Lessor of any kind or nature, express or implied. Lessor shall not be liable (i) for any damage to Lessee's property located on the Premises, nor (ii) for any condition of the Premises whatsoever.

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.

## 12. Insurance

- a. The Lessee shall obtain and maintain for the term of this Lease the following minimum insurance coverages. Such insurance shall protect the Lessee from claims which may arise out of or result from the Lessee's operations under this Lease and for which the Lessee may be legally liable, whether such operations be by the Lessee 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 Lessor: Approval of the insurance by the Lessor shall not relieve or decrease the liability of the Lessee hereunder and shall not affect the obligations of Lessee pursuant to paragraph 11 of this Lease. Lessor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Lessee's interests or liabilities.

In the event the Lessee neglects, refuses or fails to provide the insurance required under the contract documents, or if such insurance is cancelled for any reason, the Lessor shall have the right but not the duty to procure the same at Lessee's cost.

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

At its sole expense, Lessee shall obtain and maintain:

- i. **Commercial General Liability (CGL) Insurance** in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$1,000,000 annual aggregate.
- ii. **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with Lessee's Work and use that is the subject of this Lease.
- iii. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of the Lessee. 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 subpart i 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 shall be sufficient proof of the coverages required by this subpart iii.

b. General Requirements:

- i. The Lessee shall not have access to the Premises until it has obtained the required insurance and has received written approval of such insurance by the Lessor. **Lessee shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).**
- ii. The certificate shall provide the following:
  - 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, Lessee shall:
    - (a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of the Lease or any work beginning under this Lease.
    - (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
    - (c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Lease Effective Date, Lessee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
  - Name the Lessor as an additional insured for all CGL, BAL, and, if applicable, CPL liability coverage for claims arising out of operations in conjunction with this Lease
  - Contain a waiver of subrogation in favor of the Lessor.
  - Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Lessor.
  - Contain a specific reference to this Lease.
  - Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
  - In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Lessor has received written notice of such change or cancellation from the Lessee. Such notice shall be mailed by certified mail, return receipt requested, to the Lessor's Property Manager.
  - 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 Lessor. The Lessor 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.
- iii. Lessor 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.



13. Lessee agrees that all construction and maintenance activities permitted or required hereunder will be performed by its own employees or a contractor of Lessee. If any such activities are to be performed by other than employees of Lessee, then Lessee will so advise Lessor and Lessee's contractor(s) will have to obtain and maintain insurance in the amounts specified above. Lessor shall be an additional named insured on such policies and evidence of said coverage must be presented to the Lessor before any work is permitted to begin.
14. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Lessee shall maintain and operate the Dog Park and the Premises in accordance with all laws of the State of Ohio and local ordinances.
15. Any notice concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth herein.

Address of Notice:

Lessor: 1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113  
Attn: Property Manager

Lessee: 1010 Euclid Avenue, Suite 300  
Cleveland, Ohio 44115  
Attn: Joseph Marinucci

16. Lessee shall remove any and all fencing, fixtures, improvements and personal property from the Premises upon receipt of notice from Lessor or termination or cancellation of this Lease and return the Premises to its original condition or to a condition satisfactory to Lessor in its sole discretion.
17. This Lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this Lease shall not be binding upon either party, except to the extent it is incorporated into this Lease. Any modification of this Lease will be binding only if evidenced in writing and signed by both parties.
18. Each Exhibit referenced in, and attached to, this Lease is incorporated in this Lease by such reference as if fully rewritten in this Agreement.
19. Surrender and Holding Over. Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the term of this Lease or earlier termination for any reason. If Lessee remains in possession of the Premises after the expiration or earlier termination of this Lease, Lessee shall be a month-to-month tenant and be bound by the terms and provisions of this Lease. Lessee shall (with no additional notice required by Lessor) pay to Landlord monthly rent in the amount of Ten Dollars (\$10.00) per month, in advance, on the first day of each calendar month for any period during which Lessee shall hold the Premises after the Lease term shall expire or may have terminated. Monthly rent and Additional Rent (as hereinafter defined) shall be prorated on a per diem basis (based upon a thirty (30) day

calendar month) for any partial month Lessee occupies the Premises during such holdover period.

20. **Additional Rent.** Any amounts to be paid by Lessee to Lessor pursuant to the provisions of this Lease or at law, whether such payments are periodic or recurring, shall be deemed to be "additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.

21. **Counterparts.** This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed by an individual authorized to enter into said Lease and on the date specified herein.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:** Greater Cleveland Regional  
Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331

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

Approved as to Legal Form:

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Affairs

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**LESSEE:** Downtown Cleveland Alliance  
1010 Euclid Avenue, Suite 300  
Cleveland, Ohio 44115

By: \_\_\_\_\_  
Joseph Marinucci

EXHIBIT "A"

(THE PREMISES)



**EXHIBIT "B"**  
**(TENANT'S WORK)**

1. Neither Lessor, nor any, officers, employees, agents, or representatives of Lessor (all of the foregoing, collectively, the "Lessor Parties) shall be liable for any injury, damage or loss of any nature whatsoever to person or property arising out of the performance and construction of the Lessee's improvements. Lessee hereby agrees to indemnify, protect, defend and hold harmless the Lessor Parties from and against any and all claims, damages, liability, loss, cost and expense related to or arising out of the performance and construction of the Lessee's improvements by Lessee or any other party working on Lessee's behalf. The terms and conditions of this Section 1 shall survive the termination of the Lease.
2. All work performed in connection with the Lessee's improvements, shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws. In the event any mechanics' or materialman's lien is filed against the Premises or any other real property of Lessor in connection with the Lessee's improvements or on behalf of Lessee, then Lessee shall, within seven (7) days after notice of filing, cause the same to be discharged of record.
3. Lessee shall neither do nor suffer anything to be done or kept in or about the Premises which contravenes Lessor's insurance policies.
4. Lessee shall promptly clean up and maintain all rubbish, garbage and waste generated from the Lessee's improvements and use of the Premises and shall permit no refuse generated from Lessee's improvements and use of the Premises to accumulate around the exterior of the Premises.
5. Lessee shall comply with all reasonable rules and regulations which Lessor may from time to time establish for the use and care of the Premises.
6. Lessee shall not permit or cause the presence of Hazardous Materials in, on or under the premises. Lessee shall defend, protect, indemnify and hold the Lessor Parties harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including without limit, attorney fees, arising because of any alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Lessor, any Lessor Party, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials (as hereinafter defined) within the Premises or any adjacent property, which are the result of Lessee's use or occupancy of the Premises, or performance of the Lessee's improvements. As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local law, rule, regulation or ordinance, including without, limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and other said wastes. In the event Lessee shall cause or permit the presence of Hazardous Materials in, on, around, or under the Premises, Lessee shall promptly, at Lessee's sole cost and expense, take any and all action necessary (as required by appropriate government authority or otherwise) to return the areas affected thereby to the condition existing prior to the presence of any such Hazardous materials thereon, subject to Lessor's prior written consent. This Section 6 shall survive termination of the Lease.

## RESOLUTION 2021-39

AUTHORIZING A LEASE AGREEMENT WITH THE DOWNTOWN CLEVELAND ALLIANCE FOR PROPERTY ADJACENT TO THE SETTLERS LANDING RAPID TRANSIT STATION LOCATED AT 1199 W. SUPERIOR AVENUE AT ROBERT J. LOCKWOOD JR. DRIVE, CLEVELAND, OHIO, FOR A RENEWAL TERM OF TWO YEARS AT \$10.00 PER YEAR, WITH ONE OPTION TO EXTEND FOR ONE YEAR, FOR USE AS A DOG PARK

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is the owner of record of the land located at 1199 W. Superior Avenue at Robert J. Lockwood J. Jr. Drive in the City of Cleveland, Ohio, 44113, which is a portion of the property known as the Settlers Landing Rapid Transit Station and Permanent Parcel Number 101-15-008 (the "Property"); and

WHEREAS, the Property was acquired by GCRTA on December 31, 1998 for the construction of the Waterfront Rapid Transit Line; and

WHEREAS, the Property has been leased to the Downtown Cleveland Alliance ("DCA"), an Ohio not-for-profit corporation, for eight years for the construction, operation and maintenance of a dog park that is used by GCRTA customers, downtown Cleveland area residents, neighboring residents and visitors; and

WHEREAS, Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority provides that leases permitting continuous use of GCRTA property for more than 3 years must be approved by the Board of Trustees; and

WHEREAS, Federal Transit Administration ("FTA") Circular 5010.1E authorizes the GCRTA to renew existing leases at rates and conditions based on current fair market values for similar public amenities created on comparable properties; and

WHEREAS, the GCRTA staff has determined the new lease terms and conditions to be representative of the fair market value for comparable properties; and

WHEREAS, DCA intends to continue to operate and maintain this dog park, a popular public amenity on the Property, and agrees to perform all necessary capital improvements and agrees to maintain and secure the Property in a clean, safe and attractive condition, which represents additional consideration for the Property; and

WHEREAS, this public amenity was determined to be an appropriate use for the site as it is contiguous to the existing Settler's Landing Municipal Park.

WHEREAS, GCRTA intends to offer DCA, as a tenant in good standing, a lease renewal for the Property for a term of two years at \$10.00 per year with one extension option of one additional year and the Authority reserves the right to cancel the lease at any time and for any reason; and

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease agreement with the Downtown Cleveland Alliance ("DCA") for a renewal term of two years with one option to extend for one additional year at \$10.00 per annum for a portion of the property located at 1199 W. Superior Avenue, Cleveland, Ohio and further known as the Settlers Landing Rapid Transit Station and Cuyahoga County Permanent Parcel Number 101-15-008 (the "Property"). The General Manager, Chief Executive Officer is further authorized to exercise the option to extend.

Section 2. That the rental amount of \$10.00 per year along with DCA's agreement to perform all necessary capital improvements and to maintain and secure the Property in a clean, safe and attractive condition represents fair compensation for the Property, as determined by a survey of comparable properties in northeast Ohio and as verified by the Greater Cleveland Regional Transit Authority staff.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

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



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

<b>TITLE/DESCRIPTION:</b>		<b>Resolution No.:</b> 2021-40
<b>LEASE:</b>	LEASE AGREEMENT FOR PROPERTY AT THE HAYDEN DISTRICT GARAGE, 1661 HAYDEN AVENUE, EAST CLEVELAND, OHIO 44112	<b>Date:</b> April 15, 2021
<b>LESSEE:</b>	CENTURY FEDERAL CREDIT UNION, AN OHIO NOT-FOR-PROFIT FINANCIAL COOPERATIVE	<b>Initiator:</b> Programming and Planning
<b>TERMS:</b>	TWO YEAR RENEWAL TERM WITH ONE EXTENSION OPTION FOR ONE ADDITIONAL YEAR AT \$2800 PER YEAR	
<b>ACTION REQUEST:</b>		
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____		

- 1.0 **PURPOSE/SCOPE:** This resolution seeks approval for a renewal Lease Agreement with the Century Federal Credit Union, an Ohio not-for-profit financial cooperation, for the operation and maintenance of the existing office property located at the Hayden District Garage.
- The property is office space in the Hayden District Garage and is part of that building located at 1661 Hayden Avenue, in the City of East Cleveland, Cuyahoga County, Ohio 44112.
  - The term renewal will be for two years with one extension option of one additional year with rent to increase to \$2,800 per annum.
  - Insurance requirements are updated.
  - GCRTA reserves the right to cancel the lease at any time and for any reason.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority acquired this property in 1981 for construction of the Hayden District Garage. The portion of the property proposed for lease renewal is currently used by the Century Federal Credit Union for the exclusive use of GCRTA employees and their families.
- Staff is seeking approval for the lease renewal at this time because Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority provides that leases permitting continuous use of Authority property for more than 3 years must be approved by the Board of Trustees. Century Federal Credit Union has been leasing this location for 3 years.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The proposed lease renewal of this property is consistent with the Real Estate Policies of the GCRTA.
- 6.0 **ECONOMIC IMPACT:** The income from rent is \$2,800 per year, representing an 8% increase based on CPI adjustment.



- 7.0 ALTERNATIVES: The GCRTA can refuse to approve the Lease Agreement and seek a new tenant for the property or close this amenity for employee use and maintain the property. Additional costs would be incurred for maintenance of this property.
- 8.0 RECOMMENDATION: The proposed lease agreement was discussed at the April 6, 2021 meeting of the Audit, Safety Compliance and Real Estate Committee and was recommended for referral to the full Board. Staff recommends the proposed lease agreement for approval to the Board of Trustees.
- 9.0 ATTACHMENTS: Attachment A: Lease Agreement

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  
BASIC LEASE INFORMATION

Date:

Landlord: Greater Cleveland Regional Transit Authority

Tenant: CENTURY FEDERAL CREDIT UNION

Trade Name: N/A

Premises: Number and Street: 1661 Hayden Avenue  
City: East Cleveland  
County: Cuyahoga  
State: Ohio

LENGTH OF TERM: Two (2) Years with one (1) year extension option

COMMENCEMENT DATE: May 1, 2021

BASE RENT: \$233.33 per month

SECURITY DEPOSIT: \$0

LANDLORD'S ADDRESS FOR NOTICES:                      Root-McBride Building  
1240 West 6th Street  
Cleveland, OH 44113  
Attention: Property Manager

LANDLORD'S ADDRESS FOR PAYMENTS:                      Root-McBride Building  
1240 West 6th Street  
Cleveland, OH 44113  
Attention: Department of Accounting

TENANT'S ADDRESS FOR NOTICES:

1240 East 9th Street

Cleveland, Ohio 44199

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GUARANTOR: Century Federal Credit Union, an Ohio not for profit financial cooperative

SPECIAL CONDITIONS:

The basic Lease information is part of the Lease; however, if any of the basic Lease information contradicts any provision of the Lease, the provisions of the Lease will prevail.

## LEASE

This Lease is made on \_\_\_\_\_, 2021, by the Greater Cleveland Regional Transit Authority, a political subdivision organized under Revised Code Chapter 306, whose principal business office is located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio, 44113 ("Landlord"), and CENTURY FEDERAL CREDIT UNION, an Ohio not for profit financial cooperative, whose principal business office is located at 1240 East 9th Street, Cleveland, Ohio 44199 ("Tenant").

### **1. AGREEMENT TO LEASE**

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the provisions of this Lease.

### **2. PREMISES**

The Premises include office space in the Hayden District Garage and are part of that certain building located at 1661 Hayden Avenue, in the City of East Cleveland, Cuyahoga County, Ohio (the "Building").

The Premises are more particularly described in "Exhibit A" attached hereto and made a part of this Lease. Tenant accepts the Premises described in Exhibit "A" in an "AS IS" condition without warranty by Landlord of any kind or nature, express or implied.

### **3. TERM**

**A. Commencement Date.** The term of this Lease will be two (2) years, beginning on May 1, 2021 (the "Commencement Date") and expiring on April 30, 2023. Tenant shall have the right to one (1) one-year extension of the terms of this lease by giving thirty (30) days written notice prior to the expiration of the original terms.

**B.** Notwithstanding anything contained herein, Landlord reserves the right to cancel the Lease at any time and for any reason.

**C. Possession.** If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date,

- i. this Lease will not be void or voidable,
- ii. Landlord will not be liable to Tenant for any resultant loss or damage, and
- iii. unless Landlord is not able to deliver possession of the Premises to Tenant on the Commencement Date because of Tenant's delays, Rent (hereinafter defined) will be waived for the period between the Commencement Date and the date on which Landlord delivers possession of the Premises to Tenant.

No delay in delivery of possession of the Premises will extend the term.

**D. Early Possession.** At Tenant's request made at any time after a temporary certificate of occupancy has been issued for the Premises, Landlord may permit Tenant to occupy so much of the Premises as Tenant wishes to occupy prior to the Commencement Date. Landlord

will cooperate with Tenant in order to ease Tenant's moving into the Premises. If Tenant occupies the Premises prior to the Commencement Date with Landlord's permission, all of the provisions of this Lease will be in effect from the beginning of the occupancy; however, Rent otherwise due under this Lease will be abated up to the Commencement Date, and Tenant will pay as Rent Landlord's actual costs (but in no event more than the Rent which would have been due in the absence of any applicable abatements) incurred by reason of Tenant's early occupancy, including Taxes (hereinafter defined), maintenance, utilities, and Landlord's Insurance (hereinafter defined). Tenant shall indemnify Landlord from and against any and all claims attributable to Tenant's early occupancy of the Premises.

#### **4. RENT**

**A. Payment.** Tenant will pay Landlord the monthly rent stated in Exhibit "B" attached hereto and made a part hereof in equal consecutive monthly installments on or before the first day of each month during the term of this Lease (the "Base Rent"). The Base Rent will be paid in advance at the address specified for Landlord in the basic Lease information, or such other place as Landlord designates, without prior demand and without any abatement, deduction or setoff. The obligation to pay Rent is an independent, unconditioned covenant. If the Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month will be prorated on a daily basis.

**B. Additional Charges.** Commencing on the Commencement Date, Tenant will pay to Landlord without deduction or offset all amounts which this Lease requires Tenant to pay (the "Additional Charges", and together with the Base Rent, the "Rent"), at the place where the Base Rent is payable. Landlord will have the same remedies for a default in the payment of Additional Charges as it has for default in the payment of Base Rent.

**C. Late Payment.** If Tenant fails to pay any Rent on the date due and payable, such unpaid amount will be subject to a late payment charge equal to the greater of: (i) five percent (5%) of such unpaid amounts; or (ii) Two Hundred and 00/100 Dollars (\$200.00). This late payment charge is intended to compensate Landlord for its additional administrative costs resulting from Tenant's failure, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative cost which will be incurred by Landlord as a result of Tenant's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. This late payment charge will constitute liquidated damages and will be paid to Landlord together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Landlord of any default by Tenant under this Lease.

**D. Periodic Adjustment.** Rent to be adjusted in accordance with Exhibit "B" attached.

**E. Security Deposit.** The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord is unpaid, including, but not limited to, utility charges, Taxes and Tenant's proportionate share of Landlord's Insurance, or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of

the sum payable by Tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the Security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned to Tenant within ninety (90) days following the expiration or earlier termination of this Lease, less any sums payable by Tenant to Landlord.

## 5. TAXES

**A. Obligation for Payment.** Unless Landlord has exercised its rights pursuant to paragraph 5 F, Tenant will pay all taxes directly to the taxing authority, including without limitation real estate and personal property taxes and assessments assessed, levied, confirmed, or imposed during the term of this Lease (other than net income taxes) (collectively, "Taxes") whether or not now customary or within the contemplation of Landlord and Tenant:

- i. upon, measured by, or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant regardless of whether title to such improvements is in Tenant or Landlord;
- ii. upon or measured by the Base Rent, including without limitation any gross receipts tax or excise tax levied by the federal government or any other governmental body with respect to the receipt of Base Rent;
- iii. upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises or any portion of the Premises;
- iv. upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises;
- v. upon the Premises and all personal property, furniture, fixtures, and equipment, and all replacements, improvements, or additions to them, whether owned by Landlord or Tenant; and
- vi. impositions based in whole or in part on Base Rent, whether made in addition to or in substitution for any other Taxes.

**B. Taxes Payable in Installments.** Unless Landlord has exercised its rights under paragraph 5 F, and if, by law, any Taxes may at the option of the taxpayer be paid in installments (whether or not interest accrues on the unpaid balance of such Taxes). Tenant may exercise the option to pay the Taxes (and any accrued interest on the unpaid balance of such Taxes) in installments and in such event Tenant will pay such installments as they become due during the term of this Lease and before any fine, penalty, further interest or cost may be added to them.

**C. Taxes for Period other than Term.** Any Taxes, including Taxes which have been converted into installment payments, relating to a fiscal period of the taxing authority, a part of which period is included within the term and a part of which is included in a period of time prior to the commencement or after the end of the term, will, whether or not such Taxes or installments are assessed, levied, confirmed, imposed upon or in respect of, or become a lien upon the Premises, or become payable, during the term, be adjusted between Landlord and Tenant as of

the commencement or end of the term, so that Tenant will pay that portion of such Taxes or installment which that part of such fiscal period included in the term bears to such fiscal period, and Landlord will pay the remainder.

**D. Other Impositions.** Tenant will not be obligated to pay local, state, or federal net income taxes assessed against Landlord; local, state, or federal capital levy of Landlord; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of Landlord.

**E. Right to Contest Taxes.** Tenant will have the right to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, only after paying such Taxes or posting such security as Landlord may reasonably require in order to protect the Premises against loss or forfeiture. Upon the termination of any such proceedings, Tenant will pay the amount of such Taxes or part of such Taxes as finally determined, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties, or other related liabilities. Landlord will not be required to join in any such contest or proceedings unless the provisions of any law, or regulations then in effect will require that such proceedings be brought by or in the name of Landlord. If required, Landlord will join in such proceedings or permit them to be brought in its name; however, Landlord will not be subjected to any liability for the payment of any costs or expenses in connection with any such contest or proceedings, and Tenant will indemnify Landlord against and save Landlord harmless from any such costs and expenses.

**F. Estimated Payments.** If Landlord elects to do so, then, in each December during the term or as soon after December as practicable, Landlord will give Tenant written notice of its estimate of the Taxes payable under paragraph 5 A for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12) of such estimated amounts; however, if such notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after such notice is given. If at any time or times it appears to Landlord that the Taxes payable under paragraph 5 A for the current calendar year will vary from its estimate by more than ten percent (10%), Landlord will, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year will be based upon such revised estimate.

**G. Final Settlement.** If Landlord has exercised its rights pursuant to paragraph 5 F, then within ninety (90) days after the close of each calendar year or as soon after such ninety (90) day period as practicable, Landlord will deliver to Tenant a statement of amounts payable under paragraph 5 A for such calendar year prepared by certified public accountants designated by Landlord, or prepared by Landlord and certified by one of its officers, and such certified statement will be final and binding upon Landlord and Tenant. If such statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for such calendar year, the statement will be accompanied by a refund of the excess by Landlord to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such calendar year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of such statement.

## **6. UTILITIES**

Landlord will provide sewer, water, gas, electricity, light, heat, and storm water management to the Premises during the term, without cost to Tenant. In no event shall Landlord be liable for the quality, quantity, failure or interruption of any of the foregoing utility services to the Premises.

## 7. INSURANCE AND WAIVER OF SUBROGATION

**A. Tenant's Insurance.** Tenant shall obtain and maintain for the life of this Lease the following minimum insurance coverage. If Tenant retains a contractor or subcontractor to perform work at or on the Premises, Tenant shall also be responsible for assuring that each of its contractors or subcontractors, and anyone employed directly or indirectly by any contractor or subcontractor, provide adequate insurance for the work performed or products supplied by it.

Approval by Landlord: Approval of the insurance by Landlord shall not relieve or decrease the liability of Tenant hereunder. It is to be understood that Landlord does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect Tenant's interests or liabilities. 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 Landlord. Landlord 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. Landlord has the right to adjust the limits and coverage of all such insurance during the term of this Lease.

If Tenant neglects, refuses or fails to provide the insurance required under this Lease, or if such insurance is cancelled for any reason, Landlord shall have the right but not the duty to procure the same, and the cost thereof shall be due and payable as Additional Charges together with Base Rent.

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

- i. Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage arising out of the maintenance, use or occupancy of the Premises. Such insurance will contain a provision that Landlord, although named as an additional insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, officers, and employees, or the property of such persons. Such insurance will also, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Policy to include:
  - (1) Fire Legal Liability coverage in the amount of \$1,000,000.
  - (2) Contractual liability coverage insuring the indemnification provision contained in Section 19 of this Lease.
  - (3) Landlord will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.
- ii. Business Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the Premises.

- iii. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of Tenant. 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 a. 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.
- iv. Property Insurance written on a "Special Form" or equivalent basis in the full amount of the replacement cost of any improvements and betterments added by Tenant and contents now or after this date located on the Premises estimated at \$200,000.00. The coverage will be on a replacement cost basis.

Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, debris removal including demolition occasioned by enforcement of any applicable legal requirements. This property insurance shall apply to the improvements and betterments and contents of the Premises.

- v. Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering Tenant's employees for loss of or damage to money, securities or other property resulting from theft, forgery or alteration, computer fraud, or funds transfer. The following limits of liability should apply: (a) Employee Dishonesty - \$2,000,000; and (b) Client Property Blanket Bond - \$2,000,000. Tenant shall reimburse Landlord for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming Landlord.

General Requirements: Tenant shall not enter or utilize the Premises until it has obtained the required insurance and has received written approval of such insurance by Landlord. Tenant shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).

The certificate shall provide the following:

- i. 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, Tenant shall:
  - (1) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Commencement Date of this Lease.



- (2) Maintain and provide evidence of similar insurance for at least three (3) years following the termination of this Lease; and
  - (3) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Commencement Date of this Lease, Tenant shall purchase "extended reporting" coverage for a minimum of three (3) years after termination of this Lease.
- ii. Name Landlord as an additional insured for all liability coverage under i (Commercial General Liability) and ii (Business Automobile Liability) above for claims arising out of operations in conjunction with this Lease.
  - iii. Contain a waiver of subrogation in favor of Landlord.
  - iv. Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Landlord.
  - v. Contain a specific reference to the subject Lease.
  - vi. Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
  - vii. In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after Landlord has received written notice of such change or cancellation from Tenant. Such notice shall be mailed by certified mail, return receipt requested, to Landlord's Property Manager.
  - viii. 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 Landlord. The Landlord 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.

**B. Landlord's Insurance.** Landlord shall carry property insurance coverage on the Building only ("Landlord's Insurance"). Tenant agrees that Tenant shall pay its proportionate share of Landlord's Insurance, which may include the cost of insuring or providing additional coverage for any deductibles; provided, however, that Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder. Tenant's proportionate share of Landlord's Insurance shall be Additional Charges due under this Lease.

**C. Waiver of Subrogation.** With respect to first party property insurance, Landlord and Tenant waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to paragraph 7 or any other insurance or self-insurance plan actually carried by each of them. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Building or the Premises or the contents of either of them.

## 8. LANDLORD'S AND TENANT'S WORK

**A. Landlord's Work.** Landlord shall have no obligation to perform or cause the performance of any improvements to the Premises prior to delivery thereof to Tenant. Subject to Landlord's approval, Tenant may install an ATM machine within the Premises and Tenant shall be solely responsible for all security, costs or liability associated with said ATM machine. The ATM machine will be available only to current and former employees of Landlord and will not be accessible to the general public.

**B. Tenant's Work.** Within fifteen (15) days from the date of this Lease, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Premises to be constructed by Tenant in compliance with Exhibit "C" attached hereto and made a part hereof. Within fifteen (15) days following Landlord's receipt of Tenant's plans and specifications Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant of the required modifications to Tenant's plans and specifications. Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) days from receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications ("Tenant's Work"). Within ten (10) days from receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform Tenant's Work and Tenant will diligently pursue such application(s) until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent. Upon Landlord's delivery of the Premises, and provided Landlord has approved Tenant's plans and specifications, Tenant will commence construction of Tenant's improvements to the Premises in accordance with the plans and specifications approved by Landlord. Tenant shall not commence any work in the Premises until Tenant delivers to Landlord a policy of public liability and property damage insurance in accordance with the requirements of paragraph 7 of this Lease. If Tenant has not complied with each of the foregoing conditions, Landlord may, in its sole and absolute discretion, reasonably control Tenant's access to the Premises to the extent Landlord deems necessary without such actions resulting in any postponement or delay of the Commencement Date set forth in paragraph 3 A of this Lease. Tenant will complete construction of Tenant's improvements, fixture and stock the Premises and initially open for business to the public on or before the Commencement Date. Tenant must receive Landlord's consent to its exterior signage plans and specifications prior to installation of Tenant's exterior signage upon the Premises.

## 9. USES

**A. Lawful Use Only.** Tenant shall use the Premises for the purpose of operating a credit union on a non-profit basis, which will not be accessible to the general public and which will operate solely for the benefit of current and former employees of the Landlord (the "Permitted Use"). Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied,

- i. in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, or
- ii. for any disreputable business or purpose, or

- iii. in any manner or for any business or purpose that would increase the risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building in which the Premises are located; or
- iv. for any purpose other than permitted herein without the express written consent of the Landlord.

Tenant will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Building in which the Premises are located. Any increase in the cost of any insurance carried by Landlord attributable to Tenant's activities, property, or improvements in the Premises or Tenant's failure to perform and observe its obligations and covenants under this Lease will be payable by Tenant to Landlord, from time to time, on demand. A schedule or "make-up" of rates for the Premises or Building of which the Premises are a part issued by the body making its fire insurance rates will be, as between Landlord and Tenant, conclusive evidence of the facts stated in it and of the items and charges in the fire insurance rates then applicable. The final judgment of any court, or the admission of Tenant, that Tenant has violated any law or requirement of governmental or insurance authorities affecting the Premises or Building of which the Premises are a part will be conclusive evidence of such violation as between Landlord and Tenant.

**B. Right to Contest.** Tenant will have the right to contest by appropriate proceedings diligently conducted in good faith in the name of Tenant, or, with the prior consent of Landlord, in the name of Landlord, or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or legal requirement of any nature. If compliance with any such law, ordinance, order, rule, regulation, or requirement may legally be delayed pending the prosecution of any proceeding without incurring any lien, charge, or liability of any kind against the Premises, or Tenant's interest in the Premises, and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply, Tenant may delay compliance until the final determination of such proceeding. Even if such lien, charge, or liability may be incurred by reason of any such delay, Tenant may so contest and delay, so long as

- i. such contest or delay does not subject Landlord to criminal liability, and
- ii. Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of any contest or delay.

Landlord will not be required to join any proceedings referred to in this paragraph unless the provision of any applicable law, rule, or regulation at the time in effect requires that such proceedings be brought by or in the name of Landlord, or both. In that event Landlord will join the proceedings or permit them to be brought in its name if Tenant pays all related expenses.

**C. Assignment and Subleasing.** Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Notwithstanding any assignment or subletting of the Premises, neither Tenant nor Guarantor, if any, shall be released from any obligations, liabilities or covenants under this Lease. Landlord shall have the right to accept or collect Rent from any assignee, subtenant or other occupant for the account of Tenant without being deemed to have consented to an

assignment or other transfer; without releasing Tenant or waiving any right against Tenant; and without accepting the payor as a permitted tenant. Any request for Landlord's consent hereunder shall be accompanied by payment of Eight Hundred Fifty and 00/100 Dollars (\$850.00) for Landlord's administrative and attorneys' fees relating thereto.

**D. Operating Covenant.** Tenant shall keep the Premises open and operating for business on Monday, Wednesday and Friday between 9:00 AM - 5:00 PM or on a schedule mutually agreeable to Tenant and Landlord. Tenant will continuously operate its business therein with diligence, fully staffed and stocked. Due to the difficulty or impossibility of determining Landlord's damages resulting from Tenant's failure to open timely or continuously operate, should Tenant at any time vacate, abandon, or desert the Premises or cease operating its business therein for a period in excess of ten (10) consecutive days per calendar year, then Landlord shall have, in addition to all other remedies, the right to collect not only the Base Rent and Additional Charges, but also liquidated damages at the rate of Five Hundred and 00/100 Dollars (\$500.00) per day, for each and every day the Premises is not open for business.

## **10. REPAIRS AND MAINTENANCE**

Tenant will, at its sole cost and expense, maintain and keep the Premises in good repair, including an ATM machine within the leased Premises and will maintain said premises in a clean, safe, secure and attractive condition. All such repairs will be in quality and class equal to the original work or installations. If Tenant fails to maintain and make such repairs Landlord may make them at the expense of Tenant and such expense will be collectible as Additional Charges and will be paid by Tenant within fifteen (15) days after delivery of a statement for such expenses. Notwithstanding the obligations assumed by Tenant under this paragraph, Landlord will retain at its sole cost and expense the obligation of replacing the foundation, roof, furnace, boiler, central air conditioning compressor and evaporator, and structural exterior walls when Landlord finds that the need for such replacements are not the result of Tenant's failure to properly maintain and repair or must be replaced because of a casualty.

## **11. ALTERATIONS**

Tenant will not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion; however, Landlord's prior written consent will not be necessary for any alteration, addition, or improvement which:

- A.** costs less than Five Thousand and 00/100 Dollars (\$5,000.00) including labor and materials;
- B.** involves interior remodeling or changes which do not structurally change or modify the Premises;
- C.** is made with due diligence, in a good and workmanlike manner and in compliance with all laws; and
- D.** is promptly and fully paid for by Tenant.

Any such alteration or improvement which costs more than Five Thousand and 00/100 Dollars (\$5,000.00) shall be made under the supervision of an architect or engineer satisfactory to

Landlord and in accordance with plans and specifications and cost estimates approved by Landlord.

Landlord may designate a supervising architect to assure compliance with the provisions of this paragraph, and if it does, Tenant shall pay the supervising architect's charges. Subject to Tenant's rights in paragraph 13, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises by Tenant, will immediately become Landlord's property and, at the end of the term of this Lease will remain on the Premises without compensation to Tenant. By notice given to Tenant no less than ninety (90) days prior to the end of this Lease, Landlord may require that any alterations, additions, fixtures and improvements made in or upon the Premises be removed by Tenant. In that event, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions and improvements were made, reasonable wear and tear excepted.

## **12. MECHANICS' LIENS**

Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, and demands on account of such work. If any such lien is filed against the Premises, Tenant will cause such lien to be discharged of record within ten (10) days after the filing of such lien. If Tenant desires to contest such a lien, it will furnish Landlord, within such ten (10) day period, proof of a court approved security amount deposited with the court pending final judgment of any such contest. If a final non-appealable judgment establishing the validity or existence of a lien for any amount is entered, Tenant will satisfy it at once. If Tenant fails to pay any charge for which such a lien has been filed, and does not give Landlord such security, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, will be immediately due from Tenant to Landlord as Additional Charges. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Premises, or that any action affecting title to the Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it will immediately give the other written notice of such notice. At least fifteen (15) days prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, or installations which cost in excess of Five Thousand and 00/100 Dollars (\$5,000.00)) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of nonresponsibility or similar notices on the Premises in order to protect the Premises against any such liens.

## **13. SURRENDER OF PREMISES**

At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures or equipment will impair the structure of the Building. Whether or not Tenant is then in default,

Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Building or Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or earlier termination of this Lease.

#### **14. ABANDONMENT AND HOLDOVER**

If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be bound by the terms and provisions of this Lease except that no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall (with no additional notice required by Landlord) pay to Landlord, as liquidated damages, a sum equal to one hundred fifty percent (150%) of the Base Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Tenant shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Tenant vacates the Premises prior to the scheduled expiration of the term of this Lease, Tenant shall be in default of this Lease, and if Tenant has not re-entered the Premises and resumed the operation of the business set forth in paragraph 9 A of this Lease within the next thirty (30) consecutive days, Tenant shall be deemed to have abandoned the Premises, and Landlord shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period and Landlord may relet said Premises in accordance with the terms in paragraph 22 B hereof.

#### **15. DAMAGE TO PREMISES**

In the event that the Building or improvements now located on the Premises shall be so damaged or injured from any cause whatever during the term of this Lease so as to render untenable all or any substantial part of the Premises, and if in the judgment of Landlord and Tenant the Premises cannot within ninety (90) days be restored to their condition prior to such damage or injury, then Tenant shall have the right to terminate this Lease as of the date of the damage or injury by giving notice in writing to Landlord within thirty (30) days after such damage or injury. A condition for the exercise of the right to termination by Tenant, shall be the enforceable assignment to Landlord of Tenant's interests in all insurance proceeds payable as a result of said damage or injury, exclusive of insurance proceeds relating to damage or injury to property removable by Tenant under the provisions of paragraph 13 and business interruption coverage proceeds. Base Rent and Additional Charges due hereunder shall be prorated and paid as of the date of said damage or injury. If the period of time agreed upon by the parties shall be in excess of ninety (90) days, and Tenant shall not have elected, as aforesaid, to terminate this Lease, then this Lease may not be terminated on account of such damage or injury, and the parties shall pursuant to paragraph 10 repair, reconstruct, or restore the Premises to a condition equivalent to that of their former condition. The parties shall share pro rata in the proceeds of insurance in proportion to their respective actual costs of the work.

## 16. CONDEMNATION

**A. Total Taking.** If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case, a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises (even if the restorations described in subparagraph B were to be made) cannot be used by Tenant for the Permitted Use, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority (in either case, the "Ending Date"). If the Lease ends according to this subparagraph A, Rent will be appropriately prorated to the Ending Date. The award in a Taking subject to this subparagraph A will be allocated according to subparagraph D.

**B. Partial Taking.** If, after a Taking, so much of the Premises remains that the Premises can be used for the Permitted Use:

- i. this Lease will end on the Ending Date as to the part of the Premises which is taken,
- ii. Rent will be appropriately allocated to the part of the Premises which is taken and prorated to the Ending Date,
- iii. beginning on the day after the Ending Date, Rent for so much of the Premises as remains will be reduced in the proportion of the area of the Premises remaining after the Taking to the area of the Premises before the Taking,
- iv. at its cost, Landlord will restore so much of the Premises as remains to a sound architectural unit substantially suitable for the Permitted Use, using good workmanship and new first class materials. Landlord's duty to so restore shall not extend to non-structural or interior walls or interior surfaces, nor to trade fixtures or equipment installed or used by Tenant. All other costs for restoration shall be the obligation of Tenant.
- v. upon the completion of restoration according to clause (iv), Landlord will pay Tenant the lesser of the net award made to Landlord on account of the Taking (after deducting from the total award attorneys', appraisers' and other costs incurred in connection with obtaining the award, and amounts paid to the holders of mortgages affecting the Premises), or Tenant's actual out-of-pocket cost of restoring the Premises, and
- vi. Landlord will keep the balance of the net award.

**C. Tenant's Award.** In connection with any Taking subject to subparagraph A or B, Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Tenant was entitled to remove, and moving expenses) only so long as Tenant's award does not diminish or otherwise adversely affect Landlord's award.

**D. Allocation of an Award for a Total Taking.** If this Lease ends according to subparagraph A, the condemnation award will be paid in the order in this subparagraph to the extent it is sufficient:

- i. First, Landlord will be reimbursed for its attorneys' fees, appraisal fees, and other costs incurred in prosecuting the claim for the award.
- ii. Second, Landlord will be paid compensation for lost Rent.
- iii. Third, Tenant will be paid its adjusted book value as of the date of the Taking of its improvements (excluding trade fixtures) made to the Premises. In computing its adjusted book value, improvements will be conclusively presumed to have been depreciated or amortized for federal income tax purposes over their useful lives with a reasonable salvage value.
- iv. Fourth, the balance will be divided equally between Landlord and Tenant.

## **17. SUBORDINATION AND ATTORNMENT**

**A.** This Lease and Tenant's rights under this Lease are subject and subordinate to any conveyances made by Landlord as a part of any public/private joint venture, any ground lease or underlying lease, first mortgage, first deed of trust or other first lien, encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that any such instrument expressly provides that this Lease is superior to it). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord, any ground landlord or underlying lessor or any mortgagee, or any holder of a deed of trust or other instrument described in this paragraph, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge, and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph.

**B.** If any person succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the tenant of, and attorn to, such successor in interest without change in this Lease. Such successor in interest will not be bound by:

- i. any payment of Rent for more than one (1) month in advance, or
- ii. any amendment or modification of this Lease: (a) not disclosed, including the disclosure required by the Estoppel Certificate addressed in subparagraph 25 D; or, (b) made after Tenant is given written notice that the successor has succeeded to Landlord's interests in the Premises, or
- iii. any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest, or



- iv. any claim or offset of Rent against Landlord.

Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that such successor in interest will not disturb Tenant in its use of the Premises in accordance with this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver any such instrument within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any such document for and on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver on behalf of Tenant any document described in this paragraph.

## **18. LANDLORD'S RIGHT OF ACCESS**

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to peaceably:

- A. inspect the Premises,
- B. exhibit the Premises to prospective purchasers, lenders, or tenants,
- C. determine whether Tenant is complying with its obligations in this Lease,
- D. supply any service which this Lease requires Landlord to provide,
- E. post notices of nonresponsibility or similar notices, or
- F. make repairs which this Lease requires Landlord to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of Landlord's adjacent premises; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Except for claims based on Landlord's willful misconduct, Tenant waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenants vaults, safes and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any means which Landlord may deem proper to open doors in the Premises and to the Premises in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means not amounting to gross negligence will be regarded as a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any such entry entitle Tenant to damages or any abatement of Rent or other charges which this Lease requires Tenant to pay.

## **19. INDEMNIFICATION**

To the fullest extent permitted by law, Tenant shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Landlord and its 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 Tenant's proportionate share and the proportionate share of any entity employed or contracted by Tenant, arising out of or resulting from the performance of this Lease, including:

A. the use or occupancy of the Premises by Tenant or any person claiming under Tenant;

B. any activity, work, or thing done, or permitted or suffered by Tenant in or about the Premises;

C. any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, or visitors of Tenant or any such person;

D. any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

E. (except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises which is proximately caused by the gross negligence or willful misconduct of Landlord), any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant, providing that any such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part by the fault of Tenant or any person or entity directly or indirectly employed by it. Such obligation shall not be construed to negate, abridge, or otherwise diminish any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Nothing herein shall be construed as making Tenant liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the gross negligence and/or willful misconduct of Landlord.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

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.

## **20. WAIVER AND RELEASE**

Tenant waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Landlord and Tenant agree that neither party, its agents, and employees, will be liable to the other party for any loss, injury, death, or damage (including consequential damages) to persons, property, or that party's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water (including water from the transit system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air

conditioning, or lighting fixtures of the Premises, or from construction, repair, or alteration of the Premises or from any acts or omissions of any other Tenant, occupant, or visitor of the Premises, or from any cause beyond either party's control.

## **21. QUIET ENJOYMENT**

So long as Tenant pays the Rent, and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord.

## **22. DEFAULT**

**A. Events of Default.** The following occurrences are "events of default":

- i. Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for default in payment of Rent during any twelve (12) month period, and if, within twelve (12) months after any such notice, any Rent is not paid when due, an event of default will be deemed to have occurred without further notice;
- ii. Tenant vacates or abandons the Premises;
- iii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within fifteen (15) days after its levy;
- iv. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- v. Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment;
- vi. Tenant fails to take possession of the Premises on the Commencement Date of the term; or
- vii. Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

**B. Landlord's Remedies.** If any one or more events of default set forth in paragraph 22 A occurs, then Landlord may, at its election, either:

i. Give Tenant written notice of its intention to terminate this Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, Tenant's right to possession of the Premises will cease and the Lease will be terminated (except as to Tenant's liability set forth in this subparagraph i. as if the expiration of the term fixed in such notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this subparagraph i., Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums which would have been owing by Tenant under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to such termination, after deducting all Landlord's expense in connection with such re-letting, including without limitation, the expenses set forth in subparagraph B ii. Landlord will be entitled to collect such damages from Tenant monthly on the days on which the Rent and other amounts would have been payable under this Lease if this Lease had not been terminated and Landlord will be entitled to receive such damages from Tenant on each such day. Alternatively, at the option of Landlord, if this Lease is terminated, Landlord will be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amounts of such Rent loss that Tenant proves could reasonably have been avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term of this Lease after the time of award exceeds the amount of such Rent loss that Tenant proves could reasonably be avoided; and
- (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from such failure.

The "worth at the time of award" of the amount referred to in clauses (1) and (2) is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (3) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Cleveland, Ohio, at the time of award. For the purpose of determining unpaid Rent under clause (3), the monthly Rent reserved in this Lease will be deemed to be the sum of the Base Rent and Additional Charges due under paragraph 4 and the amounts last payable by Tenant pursuant to paragraph 4 for the calendar year in which the award is made; or

ii. On ten (10) days' notice, re-enter and take possession of the Premises or any part of the Premises; and repossess the Premises as of Landlord's

former estate; and expel Tenant from the Premises and those claiming through or under Tenant; and, remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions. If Landlord elects to re-enter, as provided in this subparagraph B ii. or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as Landlord, in its sole discretion, may determine. Landlord may collect and receive the rents for the Premises. Landlord will not be responsible or liable for any failure to re-let the Premises, or any part of the Premises, or for any failure to collect any rent due upon such re-letting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically says so. Landlord reserves the right following any such re-entry or re-letting, or both, to exercise its right to terminate this Lease by giving Tenant such written notice, and in that event the Lease will terminate as specified in such notice.

If Landlord elects to take possession of the Premises according to this subparagraph B ii. without terminating the Lease, Tenant will pay Landlord

- (1) the Rent and other sums which would be payable under this Lease if such repossession had not occurred, less
- (2) the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's expenses incurred in connection with such re-letting, including without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration, remodeling, repair costs, and expenses of preparation for such re-letting.

If, in connection with any re-letting, the new Lease term extends beyond the existing term or the Premises covered by such re-letting include areas which are not part of the Premises, a fair apportionment of the rent received from such re-letting and the expenses incurred in connection with such re-letting will be made in determining the net proceeds received from such re-letting. In addition, in determining the net proceeds from such re-letting, any rent concessions will be apportioned over the term of the new Lease. Tenant will pay such amounts to Landlord monthly on the days on which the Rent and all other amounts owing under this Lease would have been payable if possession had not been retaken and Landlord will be entitled to receive the Rent and other amounts from Tenant on each such day; or

- iii. Pay when due amounts payable under this Lease or perform any of Tenant's other obligations under the Lease within the time permitted for its performance, upon such notice or without notice, as may be reasonable under the circumstances and without waiving any of its rights under this Lease. All amounts so paid by Landlord and all cost and expenses incurred by Landlord in connection with the performance of any such obligations (together with interest at the prime rate from the date of Landlord's payment of such amount or incurring of each such cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand. In the proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but rather Landlord will also be entitled to recover as damages for such breach, the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorney's fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide such insurance.

**C. Remedies Cumulative.** Suit or suits for the recovery of the Rent and other amounts and damages set forth in this paragraph may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any other such rights or remedies. All such rights and remedies are cumulative and nonexclusive.

## **23. LANDLORD'S LIEN**

Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises (collectively, the "Collateral"), and such Collateral shall not be removed therefrom without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Products of Collateral are also covered. Following an event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the uniform commercial code, including without limitation the right to sell the Collateral at public or private sale upon five (5) days' notice to Tenant. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that a copy or other reproduction of this Lease shall be sufficient to serve as a financing statement and that a copy or photographic or other reproduction of this portion of this Lease may be filed of record by Landlord and have the same force and effect as the original. This security agreement and financing statement also covers fixtures located at the Premises and may be filed for record in the real estate records. Tenant warrants that the Collateral subject to the security interest granted herein is not purchased or used by Tenant for personal, family or household purposes. Tenant authorizes Landlord to file financing statements of record to perfect Landlord's security interest in the collateral. Landlord's

lien shall survive the expiration or earlier termination of the lease, until all obligations of Tenant have been fully performed

## **24. AFFIRMATIVE ACTION REQUIREMENTS**

**A. Executive Order 11246.** During the performance of this Lease, Tenant agrees as follows:

- i. Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- ii. Tenant will, in all solicitations or advertisements for employees placed by or on behalf of Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. Tenant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Tenant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. Tenant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. Tenant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Landlord and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of Tenant's noncompliance with the nondiscrimination clauses of this Lease or with any of such rules, regulations, or orders, this Lease may be canceled, terminated or suspended in whole or in part and Tenant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. Tenant will include the provisions of paragraphs i. through vii. in every sublease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Tenant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Tenant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Tenant may request the United States to enter into such litigation to protect the interests of the United States.

**B. EEO-1 Report.** Tenant agrees that if the total Base Rent and Additional Charges due annually under this Lease equals or exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00) and the total workforce at the Premises equals or exceeds fifty (50) persons, then Tenant will annually file with Landlord a completed EEO-1 Report (O.M.B. Standard Form 100). Such reports are due March 31 for each year of the term.

**C. Affirmative Action Plan.** If the annual Base Rent and Additional Charges and employment at the Premises meet or exceed the thresholds set forth in paragraph 24 B, then within the first thirty (30) days of the term, Tenant shall submit an Affirmative Action Plan meeting the following requisites:

- i. An equal employment policy statement for the employment of minorities and women together with a description of the manner and to whom the policy statement is circulated internally (within your company) and externally (all sources used for recruitment), and the title of the person responsible for the implementation of these policies;
- ii. Goals and Timetables for hiring minorities and women for the next year, or duration of this Lease, whichever is greater, including:
  - (1) total employees expected to be employed in each job category (use job categories shown in EEO-1 Report);
  - (2) total of each group of employees (Blacks, Hispanics, women, etc.) in each job category;
  - (3) labor market availability group information - availability of minorities and women. Use this information to establish the goals required in item "(5)" (contact State employment office to get this information);
  - (4) number of expected job opportunities. If not expected, goals required in item "(5)" must still be established to allow for unexpected hiring.



- (5) Goals (number of minorities and women to be hired and percentage of total workforce). If goals are not reached within the period specified, Tenant must describe its reasons for not meeting the goals and demonstrate its good faith efforts used to meet the goals; and
- iii. A statement describing the development and execution of the program, including the method to be used for recruiting job applicants and the method used for evaluating the program. Recruiting efforts should be directed towards schools, colleges, universities, newspapers, radio, state employment offices, churches, social and employment agencies and other sources appropriate for Tenant's needs, i.e., labor unions.

## 25. MISCELLANEOUS PROVISIONS

**A. No Offer Intended.** The submission of this Lease to Tenant is not an offer to Lease the Premises, or an agreement by Landlord to reserve the Premises for Tenant. Landlord will not be bound to Tenant until Tenant has duly executed and delivered duplicate original Leases to Landlord and Landlord has duly executed and delivered one of those duplicate original Leases to Tenant.

**B. Brokers.** Landlord and Tenant warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or this Lease. Tenant agrees to indemnify Landlord against any loss, liability, and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone with whom Tenant has dealt with regard to the Premises or this Lease.

**C. No Merger.** The surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, terminate any subleases or operate as an assignment to Landlord of any subleases. Landlord's option under this paragraph will be exercised by notice to Tenant and all known subtenants in the Premises.

**D. Estoppel Certificates.** Within ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate stating

- i. that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement,
- ii. the date to which Rent and other sums payable under this Lease have been paid,
- iii. that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so,
- iv. that Tenant has accepted and occupied the Premises,
- v. that Tenant has no claim or offset against Landlord, or, if it does, stating the circumstances which gave rise to the claim or offset,

- vi. that Tenant is not aware of any prior assignment of this Lease by Landlord, or, if it is, stating the date of the assignment and assignee (if known to Tenant), and
- vii. such other matters as may be reasonably requested by Landlord.

Any such certificate may be relied upon by any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within five (5) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within five (5) days after its receipt.

**E. No Waiver.** No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect Rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

**F. Joint and Several Liability.** If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

**G. Authority.** If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state of Ohio, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

**H. Captions, Exhibits, Gender, and Number.** The captions and table of contents are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into the Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

**I. Entire Agreement.** This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

**J. Severability.** If any provision(s) of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**K. Governing Law and Venue.** This Lease will be governed by the law of the State of Ohio and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the Cuyahoga County, State of Ohio, Court of Common Pleas or in the case of Forcible Entry and Detainer actions, the Municipal Court having territorial jurisdiction. Tenant shall maintain and operate the credit union in accordance with all laws of the State of Ohio and the regulations of the Federal Credit Union Administration, a U.S. Government Agency.

**L. Binding Effect.** This Lease will inure to the benefit of, and will be binding the successors and permitted assigns of Landlord and Tenant.

**IN WITNESS WHEREOF**, the parties have signed this agreement on the date first written above.

Witness:

\_\_\_\_\_  
  
\_\_\_\_\_

**TENANT:**

Century Federal Credit Union  
An Ohio not for profit financial cooperative

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Witness:

\_\_\_\_\_  
  
\_\_\_\_\_

**LANDLORD:**

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY, a political subdivision  
Organized under Revised Code Chapter 306

BY: \_\_\_\_\_

India L. Birdsong, General Manager  
Chief Executive Officer

Approved as to legal form

\_\_\_\_\_  
Sheryl King Benford, 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, its General Manager, Chief Executive Officer, who acknowledged that she did execute the foregoing instrument, on behalf of said Authority; that the same is his 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public, in and for said County and State, came \_\_\_\_\_, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**SITE PLAN**

**EXHIBIT "B"**

**RENT PAYMENT SCHEDULE**

<b>Lease Years</b>	<b>Monthly Base Rent</b>	<b>Water, Sewer and Storm Water Utility Charge</b>	<b>Annual Base Rent</b>	<b>Annual Total</b>
1 – 2	\$233.33	0	\$2,800.00	\$2,800.00
Option	\$233.33	0	\$2,800.00	\$2,800.00

EXHIBIT "C"

LANDLORD'S WORK AND TENANT'S WORK



RESOLUTION 2021-40

AUTHORIZING A LEASE AGREEMENT WITH CENTURY FEDERAL CREDIT UNION FOR PROPERTY IN THE HAYDEN DISTRICT GARAGE LOCATED AT 1661 HAYDEN AVENUE, EAST CLEVELAND, OHIO 44112 FOR A RENEWAL TERM OF TWO YEARS WITH ONE OPTION TO EXTEND FOR ONE ADDITIONAL YEAR AT \$2,800 PER YEAR

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of the land and facility located at 1661 Hayden Avenue in East Cleveland, Ohio, 44112, which is a portion of the property known as the Hayden District Garage (the "Property"); and

WHEREAS, the Property was acquired by the Authority on July 16, 1981 for the construction of the Hayden District Garage; and

WHEREAS, the Property has been leased to the Century Federal Credit Union, an Ohio not-for-profit financial cooperative, for the past three (3) years for the operation of a credit union office to serve GCRTA employees and their families; and

WHEREAS, Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority provides that leases permitting continuous use of Authority property for more than 3 years must be approved by the Board of Trustees; and

WHEREAS, Federal Transit Administration ("FTA") Circular 5010.1E authorizes the Authority to renew existing leases at rates and conditions based on current fair market values for similar public amenities created on comparable properties; and

WHEREAS, the Authority's staff has determined the new lease terms and conditions to be representative of the fair market value for comparable properties; and

WHEREAS, Century Federal Credit Union intends to continue to operate and maintain the Property, agrees to perform all necessary capital improvements and agrees to maintain the Property in a clean, safe and attractive condition, which represents additional compensation for the Property; and

WHEREAS, this amenity was determined to be an appropriate use for the site; and

WHEREAS, the Authority intends to offer Century Federal Credit Union a lease renewal for the Property for a term of two years at \$2,800 per year with one extension option of one additional year and the Authority reserves the right to cancel the lease at any time and for any reason.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease agreement with the Century Federal Credit Union for a renewal term of two years with one extension option of one additional year at \$2,800 per annum for a portion of the property located at the Hayden District Garage, 1661 Hayden Avenue, East Cleveland, Ohio and further known as Cuyahoga County Permanent Parcel Number 671-07-002 (the "Property").

The General Manager, Chief Executive Officer is further authorized to exercise the option to extend.

Section 2. That the rent of \$2,800 per year along with Century Federal Credit Union's agreement to perform all necessary capital improvements and to maintain the Property in a clean, safe and attractive condition represents fair compensation for the Property as determined by a survey of comparable properties in northeast Ohio as verified by the Authority's staff.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

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

RESOLUTION NO. 2021-41

AMENDING EMPLOYMENT AGREEMENT OF INDIA L. BIRDSONG AS  
GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER OF THE GREATER  
CLEVELAND REGIONAL TRANSIT AUTHORITY AND AUTHORIZING THE  
EXECUTION OF THE SECOND AMENDMENT TO THAT AGREEMENT

WHEREAS, the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") conducted a nationwide search for candidates to fill the position of General Manager and Chief Executive Officer of the Authority; and

WHEREAS, the aforesaid search resulted in the selection of India L. Birdsong ("Birdsong") as the General Manager and Chief Executive Officer of the Authority; and

WHEREAS, subsequent negotiations between the Board and Birdsong resulted in the execution of a five (5) year employment agreement effective as of September 16, 2019 (the "Agreement"); and

WHEREAS, on May 12, 2020, the Authority and Birdsong amended the Agreement to provide Birdsong up to 38 days of paid maternity leave during the first contract year ending on September 15, 2020 (the "First Amendment"); and

WHEREAS, the Authority and Birdsong desire to again amend the Agreement to provide Birdsong an increase in her Regular Salary of \$7,800 per contract year.

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 the Authority and Birdsong hereby amend Section 2 of the Agreement, said amendment to be effective as of January 1, 2021, in accordance with the terms of the Second Amendment attached hereto.

Section 2. That the President of the Board is hereby authorized and directed to execute the attached Second Amendment to the Agreement on behalf of the Authority.

Section 3. That all other terms and conditions of the Agreement remain unchanged.

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

Attachment: Second Amendment to Employment Agreement of India L. Birdsong, the General Manager and Chief Executive Officer for the Greater Cleveland Regional Transit Authority.

Adopted: April 20, 2021

\_\_\_\_\_  
President

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

**SECOND AMENDMENT  
TO  
EMPLOYMENT AGREEMENT  
OF THE  
GENERAL MANAGER  
FOR THE  
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**

The parties to the Employment Agreement (“Agreement”) by and between the Greater Cleveland Regional Transit Authority (“Authority”) and India L. Birdsong (“General Manager”), effective as of September 16, 2019, mutually agree to amend the Agreement. Resolution No. 2021-\_\_\_\_, adopted by the Authority’s Board of Trustees on April \_\_\_\_, 2021, authorizes this Second Amendment to the Agreement.

Accordingly, the first sentence of Section 2, Regular Salary, is hereby deleted in its entirety and replaced by the following:

In consideration of the services to be performed hereunder by the General Manager, the Authority shall pay the General Manager \$267,800 as Regular Salary in each of the remaining contract years of the Agreement. For the current contract year, the increase of \$7,800 in the General Manager’s Regular Salary shall be effective as of January 1, 2021.

The Deputy General Manager for Human Resources is hereby directed and authorized to implement the foregoing increase in Regular Salary. This Second Amendment shall be effective as of January 1, 2021.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Greater Cleveland Regional Transit Authority, by its Board President, having been duly authorized, and India L. Birdsong, General Manager have set their hands hereto on the date stated below.

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Rev. Charles Lucas, Board President

Date: April \_\_, 2021

\_\_\_\_\_  
India L. Birdsong, General Manager, CEO

Date: April \_\_, 2021

RESOLUTION NO. 2021-42

AUTHORIZING A ONE-TIME SUPPLEMENTAL PAYMENT TO FLOUN'SAY R. CAVER, PHD. AS COMPENSATION FOR HIS EXEMPLARY SERVICE AS INTERIM SECRETARY-TREASURER OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

WHEREAS, on September 16, 2019, Floun'say R. Caver, PhD. ("Dr. Caver") was appointed by the Board of Trustees to serve as the Interim Secretary-Treasurer of the Greater Cleveland Regional Transit Authority ("GCRTA"); and

WHEREAS, as Interim Secretary-Treasurer, Dr. Caver has provided exemplary service to GCRTA's Board of Trustees and management; and

WHEREAS, as of the date of this resolution, Dr. Caver has served as GCRTA's Interim Secretary-Treasurer for over nineteen (19) months, without compensation; and

WHEREAS, as the Board of Trustees prepares to appoint a Secretary-Treasurer effective May 1, 2021, the Board has determined that Dr. Caver's service for over a year and a half as Interim Secretary-Treasurer warrants a one-time supplemental payment.

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 grants to Floun'say Caver, PhD. ("Dr. Caver") a one-time supplemental payment of \$15,000.00 as compensation for his exemplary service to the Greater Cleveland Regional Transit Authority ("GCRTA") as Interim Secretary-Treasurer for over nineteen (19) months, from September 16, 2019 to April 30, 2021.

Section 2. That the Board of Trustees expresses its sincere appreciation to Dr. Caver for his service to GCRTA.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Sheryl King Benford, General Counsel,  
Deputy General Manager, Legal Affairs

RESOLUTION NO. 2021-43

APPOINTING RAJAN D. GAUTAM TO THE POSITION OF SECRETARY-TREASURER OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

WHEREAS, Section 306.33 of the Ohio Revised Code requires the Board of Trustees of a regional transit authority to appoint a secretary-treasurer, who, by said statutory authority, shall be the fiscal officer of the regional transit authority and the custodian of its funds and records; and

WHEREAS, by Resolution No. 2019-22, adopted January 19, 2019, the Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") amended Article II of the Authority's Bylaws to separate the position of General Manager from that of Secretary-Treasurer; and

WHEREAS, from September 16, 2019 to the present, the position of Secretary-Treasurer has been filled on an interim basis; and

WHEREAS, the Board has identified a candidate for the position of Secretary-Treasurer for the Authority, with the expertise necessary for said position.

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

Section 1. That Rajan D. Gautam is appointed as Secretary-Treasurer of the Greater Cleveland Regional Transit Authority, effective May 1, 2021, with all authority and responsibility of the Secretary-Treasurer, as set forth in the Authority's Bylaws, its Codified Rules and Regulations, Ohio Revised Code Chapter 306 and any other applicable law.

Section 2. That the Board of Trustees has determined that Rajan D. Gautam will be paid the sum of \$10,000 per year for his service as the Authority's Secretary-Treasurer.

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

Adopted: April 20, 2021

\_\_\_\_\_  
President

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

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT OF CASH RECEIVED - GENERAL FUND  
 FOR THE PERIOD ENDED MARCH 31, 2021 AND MARCH 31, 2020

	PRESENT MONTH	PRIOR YR. MONTH	Variance	%CHANGE INCR (DECR)	2021 YTD	VARIANCE	%CHANGE INCR (DECR)
<b>PASSENGER FARES:</b>							
CASH FARES	\$738,348	\$894,733	(\$156,385)	(17.48%)	\$3,273,946	(\$1,309,797)	(40.01%)
PASS/TICKET SALES	435,155	785,832	(350,677)	(44.62%)	2,861,338	(1,578,296)	(55.16%)
CMISD - STUDENT FARECARD	7,088	176,056	(168,968)	(95.97%)	618,334	(597,723)	(96.67%)
U-PASS	448,613	822,680	(374,067)	(45.47%)	1,193,970	(734,357)	(61.51%)
MOBILE TICKETING	342,583	393,864	(51,281)	(13.02%)	1,428,367	(481,024)	(33.68%)
<b>SUBTOTAL PASSENGER FARES</b>	<b>1,971,787</b>	<b>3,073,165</b>	<b>(1,101,378)</b>	<b>(35.84%)</b>	<b>9,375,955</b>	<b>(4,701,197)</b>	<b>(50.14%)</b>
<b>OPERATING SUBSIDIES:</b>							
SALES & USE TAX	20,664,587	21,219,411	(554,824)	(2.61%)	57,973,409	(815,760)	(1.41%)
<b>SUBTOTAL OPERATING SUBSIDIES</b>	<b>20,664,587</b>	<b>21,219,411</b>	<b>(554,824)</b>	<b>(2.61%)</b>	<b>57,973,409</b>	<b>(815,760)</b>	<b>(1.41%)</b>
<b>OTHER REVENUE:</b>							
ADVERTISING/CONCESSIONS/COMMISSIONS	53,741	2,451	51,290	2092.62%	265,339	(1,153,961)	(81.30%)
NAMING RIGHTS LESS COMMISSIONS	87,500	21,000	66,500	316.67%	87,500	(252,879)	(75.03%)
RENTAL INCOME	62,391	18,130	44,261	244.13%	137,388	59,444	102.21%
INTEREST INCOME	7,919	171,722	(163,803)	(95.39%)	27,189	(247,857)	(90.11%)
OTHER	5,212	3,360	1,852	55.12%	32,411	11,919	58.16%
<b>SUBTOTAL OTHER REVENUE</b>	<b>216,763</b>	<b>215,663</b>	<b>100</b>	<b>0.05%</b>	<b>549,827</b>	<b>(1,583,334)</b>	<b>(74.22%)</b>
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>							
FUEL/CNG/PROPANE TAX REFUNDS	122,615	151,030	(28,415)	(18.81%)	438,160	217,338	98.42%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	10,674	0	10,674	-----	33,520	(239,716)	(87.73%)
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	0	0	0	-----	0	0	-----
FEDERAL OPERATING ASSISTANCE	0	6,000,000	(6,000,000)	-----	0	(10,000,000)	-----
MISCELLANEOUS RECEIPTS	118,949	77,737	41,212	53.01%	178,384	79,578	65.47%
<b>SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH</b>	<b>252,238</b>	<b>6,228,767</b>	<b>(5,976,529)</b>	<b>(95.95%)</b>	<b>650,064</b>	<b>(9,951,800)</b>	<b>(93.87%)</b>
<b>TOTAL CASH RECEIVED - GENERAL FUND</b>	<b>23,105,375</b>	<b>30,738,006</b>	<b>(7,632,631)</b>	<b>(24.83%)</b>	<b>80,084,389</b>	<b>(\$17,052,091)</b>	<b>(21.29%)</b>
<b>*STATE MEDICAID TRANSITION FUND</b>							



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND  
 FOR THE PERIOD ENDED MARCH 31, 2021

PASSENGER FARE:	BUDGET MONTH	CURRENT MONTH	VARIANCE	% CHANGE	CURRENT % OF TOTAL	2021 YTD BUDGET	2021 YTD	VARIANCE	% CHANGE	CURRENT % OF TOTAL
CASH FARES	\$ 961,538	\$ 738,348	\$ (223,190)	(23.21%)	3.20%	\$ 2,795,904	\$ 1,984,149	\$ (771,755)	(28.21%)	3.20%
PASS/TICKET SALES	\$ 984,425	\$ 485,155	\$ (549,270)	(55.80%)	1.88%	2,374,958	1,263,942	\$ (1,091,916)	(46.38%)	2.04%
CMISO - STUDENT FARECARDS	\$ 1,000	\$ 7,088	\$ 6,088	608.80%	0.03%	131,500	20,611	\$ (110,889)	(84.33%)	0.03%
U-PASS	\$ 475,076	\$ 448,613	\$ (26,463)	(5.57%)	1.94%	475,076	459,613	\$ (15,463)	(3.25%)	0.73%
MOBILE TICKETING	\$ 370,377	\$ 342,583	\$ (27,794)	(7.50%)	1.48%	1,042,938	947,343	\$ (95,595)	(9.17%)	1.50%
SUBTOTAL PASSENGER FARES	\$ 2,792,615	\$ 1,971,787	\$ (820,828)	(29.39%)	8.53%	6,760,387	4,674,758	\$ (2,085,629)	(30.85%)	7.42%
<b>OPERATING SUBSIDIES:</b>										
SALES & USE TAX	\$ 19,913,886	\$ 20,654,587	\$ 750,721	3.77%	89.44%	\$ 55,562,109	\$ 57,157,649	\$ 1,595,540	2.87%	90.68%
SUBTOTAL OPERATING SUBSIDIES	\$ 19,913,886	\$ 20,654,587	\$ 750,721	3.77%	89.44%	\$ 55,562,109	\$ 57,157,649	\$ 1,595,540	2.87%	90.68%
<b>OTHER REVENUE</b>										
ADVERTISING/CONCESSIONS/COMMISSIONS	\$ 30,536	\$ 53,741	\$ 23,205	39.46%	0.23%	\$ 820,710	\$ 265,339	\$ (555,371)	(67.67%)	0.47%
MARKING RIGHTS/LESS COMMISSIONS	\$ -	\$ 87,500	\$ 87,500	-	0.38%	\$ 417,516	\$ 87,500	\$ (330,016)	(79.04%)	0.14%
RENTAL INCOME	\$ 53,380	\$ 62,391	\$ 9,011	19.11%	0.27%	\$ 159,314	\$ 137,388	\$ (21,926)	(13.76%)	0.23%
INTEREST INCOME	\$ 462,405	\$ 7,919	\$ (454,486)	(9.85%)	0.03%	\$ 696,723	\$ 27,189	\$ (669,534)	(96.09%)	0.04%
OTHER	\$ 62,799	\$ 5,212	\$ (57,587)	(9.17%)	0.02%	\$ 99,618	\$ 31,411	\$ (67,207)	(67.46%)	0.05%
SUBTOTAL OTHER REVENUE	\$ 296,119	\$ 216,763	\$ (79,356)	(26.80%)	0.90%	\$ 2,177,881	\$ 549,827	\$ (1,628,054)	(74.80%)	0.87%
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>										
FUEL/ONG/PROPANE TAX REFUNDS	\$ 678,855	\$ 122,635	\$ (556,240)	(81.94%)	0.53%	\$ 753,901	\$ 434,360	\$ (319,541)	(42.40%)	0.70%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	\$ 7,189	\$ 30,674	\$ 23,485	48.67%	0.05%	\$ 25,394	\$ 33,526	\$ 8,132	32.00%	0.05%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	\$ -	\$ -	\$ -	-	0.00%	\$ 9,581,207	\$ -	\$ (9,581,207)	-	0.00%
FEDERAL OPERATING ASSISTANCE	\$ -	\$ -	\$ -	-	0.00%	\$ -	\$ -	\$ -	-	0.00%
MISCELLANEOUS RECEIPTS	\$ 55,650	\$ 138,949	\$ 83,299	16.07%	0.51%	\$ 482,603	\$ 378,384	\$ (104,219)	(21.61%)	0.29%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	\$ 741,694	\$ 292,267	\$ (449,427)	(60.61%)	1.09%	\$ 10,863,105	\$ 650,064	\$ (10,213,041)	(94.00%)	1.03%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 23,741,485	\$ 23,105,375	\$ (636,110)	(2.68%)	100.00%	\$ 75,291,482	\$ 63,292,298	\$ (12,000,184)	(16.20%)	100.00%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
SALES AND USE TAXES  
ACTUAL RECEIPTS THROUGH APRIL 2021**

MONTH RECEIVED	2019 ACTUAL	2020 ACTUAL	2021 (A) ESTIMATE	2021 MONTHLY		2019 YTD ACTUAL	2020 YTD ACTUAL	2021 YTD ESTIMATE	2021 YTD ACTUAL	2021 VERSUS 2020	
				ACTUAL	ESTIMATE					MONTH % CHANGE	YTD % EST CHANGE
JANUARY	\$17,311,711	\$18,303,734	\$17,599,541	\$18,510,754	5.18%	\$17,311,711	\$18,303,734	\$17,599,541	\$18,510,754	1.43%	5.18%
FEBRUARY	\$17,753,526	\$18,450,264	\$18,046,702	\$17,982,308	(0.37%)	\$35,065,237	\$36,753,998	\$35,648,243	\$36,493,063	(0.71%)	2.37%
MARCH	\$19,588,186	\$21,219,411	\$19,913,866	\$20,664,587	3.77%	\$54,653,423	\$57,973,409	\$55,562,109	\$57,157,650	(1.41%)	2.87%
APRIL	\$15,303,867	\$16,480,465	\$15,558,314	\$16,791,242	7.92%	\$69,957,290	\$74,433,873	\$71,120,423	\$73,948,892	(0.65%)	3.98%
MAY	\$15,802,827	\$15,293,102	\$16,065,570								
JUNE	\$18,297,841	\$15,925,194	\$18,602,067								
JULY	\$16,425,144	\$13,364,639	\$16,698,234								
AUGUST	\$17,918,246	\$17,532,128	\$18,216,161								
SEPTEMBER	\$19,225,063	\$19,653,853	\$19,544,706								
OCTOBER	\$17,757,984	\$18,570,261	\$18,053,234								
NOVEMBER	\$18,251,949	\$17,091,363	\$18,555,412								
DECEMBER	\$18,555,735	\$18,282,055	\$18,864,249								
<b>TOTAL</b>	<b>\$212,192,079</b>	<b>\$210,147,468</b>	<b>\$215,720,056</b>	<b>\$215,720,056</b>					<b>\$73,948,892</b>		

**Summary:**

**Month**

2.01% higher than April 2020 Actual  
7.92% higher than April 2021 estimate

**YTD**

.65% lower than 2020 Actual  
3.98% higher than 2021 estimate

(A) 2021 Monthly estimates changed based on more up to date information

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
INVENTORY OF TREASURY INVESTMENTS  
AS OF MARCH 31, 2021**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	3/31/2021	4/1/2021	MONEY MARKET	HUNTINGTON BANK	1	\$5,728,130	\$0	1	0.02%
	5/8/2019	5/31/2021	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	752	\$719,354	\$3,402	60	2.10%
	5/8/2019	5/31/2022	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	1118	\$247,412	\$1,483	425	2.10%
	5/8/2019	11/30/2021	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	936	\$1,655,366	\$9,963	244	2.10%
<b>TOTAL BOND RETIREMENT FUND</b>						<b>\$8,360,271</b>	<b>\$14,848</b>		<b>0.60%</b>
GENERAL FUND	3/31/2021	4/1/2021	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$160,500	\$0	1	0.75%
	3/1/2021	3/1/2024	FFCB	STIFEL NICOLAUS	1095	\$4,957,500	\$1,042	1065	0.25%
	3/31/2021	4/1/2021	STAR OHIO	STATE OF OHIO	1	\$120,971,079	\$0	1	0.07%
	3/31/2021	4/1/2021	EMPLOYEE ACTIVITY FUND	KEY BANK	1	\$148,111	\$0	1	0.75%
	3/31/2021	4/1/2021	SALES TAX ACCOUNT	HUNTINGTON BANK	1	\$4,341	\$0	1	0.03%
	3/31/2021	4/1/2021	KEY ECR	KEY BANK	1	\$7,615,257	\$0	1	0.75%
<b>TOTAL GENERAL FUND</b>						<b>\$133,896,788</b>	<b>\$1,042</b>		<b>0.12%</b>
INSURANCE FUND	3/31/2021	4/1/2021	STAR OHIO	STATE OF OHIO	1	\$4,809,360	\$0	1	0.07%
	3/31/2021	4/1/2021	KEY ECR	KEY BANK	1	\$1,127,686	\$0	1	0.75%
<b>TOTAL INSURANCE FUND</b>						<b>\$5,937,046</b>	<b>\$0</b>		<b>0.20%</b>
LAW ENFORCEMENT FUND	3/31/2021	4/1/2021	LAW ENFORCEMENT	KEY BANK-SWEEP	1	\$30,567	\$0	1	0.75%
	3/31/2021	4/1/2021	STAR OHIO	STATE OF OHIO	1	\$44,917	\$0	1	0.07%
<b>TOTAL LAW ENFORCEMENT FUND</b>						<b>\$74,584</b>	<b>\$0</b>		<b>0.22%</b>
LOCAL MATCH FUND	3/17/2020	1/24/2023	LOCAL MATCH-FFCB	STIFEL NICOLAUS	1042	\$5,091,175	\$14,806	663	1.64%
	3/31/2021	4/1/2021	2019 DEBT ACCT-STAR OHIO	STATE OF OHIO	1	\$13,264,198	\$0	1	0.07%
	3/31/2021	4/1/2021	2019 DEBT ACCT-KEY ECR	KEY BANK	1	\$1,514,958	\$0	1	0.75%
	3/31/2021	4/1/2021	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$2,664,138	\$0	1	0.07%
	3/31/2021	4/1/2021	LOCAL MATCH-KEY ECR	KEY BANK	1	\$1,755,203	\$0	1	0.75%
	3/31/2021	4/1/2021	GRANT-ECR	KEY BANK	1	\$135,985	\$0	1	0.75%
	3/31/2021	4/1/2021	CATCH BASIN-KEY ECR	KEY BANK	1	\$101,862	\$0	1	0.75%
<b>TOTAL LOCAL MATCH FUND</b>						<b>\$24,528,539</b>	<b>\$14,806</b>		<b>0.49%</b>
PENSION FUND	3/31/2021	4/1/2021	KEY ECR	KEY BANK	1	\$48,636	\$0	1	0.75%
	3/31/2021	4/1/2021	STAR OHIO	STATE OF OHIO	1	\$1,228,862	\$0	1	0.07%
<b>TOTAL PENSION FUND</b>						<b>\$1,277,698</b>	<b>\$0</b>		<b>0.10%</b>

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
INVENTORY OF TREASURY INVESTMENTS  
AS OF MARCH 31, 2021**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
RTA CAPITAL FUND	3/31/2021	4/1/2021	KEY ECR	KEY BANK	1	\$5,342,508	\$0	1	0.75%
	3/4/2021	3/4/2024	FNMA	STIFEL NICOLAUS	1095	\$499,790	\$120	1068	0.34%
<b>TOTAL RTA CAPITAL FUND</b>						<b>\$5,842,298</b>	<b>\$120</b>		<b>0.71%</b>
RESERVE FUND									
TOTAL RESERVE FUND	3/17/2020	1/24/2023	FFCB	STIFEL NICOLAUS	1042	\$5,091,175	\$14,806	663	1.64%
	3/31/2021	4/1/2021	KEY ECR	KEY BANK	1	\$426,533	\$0	1	0.75%
	3/31/2021	4/1/2021	STAR OHIO	STATE OF OHIO	1	\$47,007,264	\$0	1	0.07%
<b>TOTAL RESERVE FUND</b>						<b>\$52,526,972</b>	<b>\$14,806</b>		<b>0.22%</b>
<b>TOTAL ALL FUNDS</b>						<b>\$232,444,197</b>	<b>\$45,620</b>	<b>57</b>	<b>0.22%</b>

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**  
**DEBT SERVICE SCHEDULE AND STATUS**  
**AS OF MARCH 31, 2021**

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2020	Interest Payable/ 6/1/2021	Principal Payable/ 6/1/2021	Debt Service Requirement/ 6/1/2021	Interest Payable/ 12/1/2021	Principal Payable/ 12/1/2021	Debt Service Requirement/ 12/1/2021	Total Debt Requirement 2021
Series 2012-Sales Tax Rev.	Dec. 2024	10,500,000.00	262,500.00	0.00	262,500.00	262,500.00	3,300,000.00	3,562,500.00	3,825,000.00
Series 2014A-Sales Tax Rev.	Dec. 2025	10,305,000.00	240,725.00	0.00	240,725.00	240,725.00	3,730,000.00	3,970,725.00	4,211,450.00
Series 2015-Sales Tax Rev.	Dec. 2034	41,360,000.00	1,034,000.00	0.00	1,034,000.00	1,034,000.00	3,350,000.00	4,384,000.00	5,418,000.00
Series 2016-Sales Tax Rev.	Dec. 2031	15,000,000.00	374,900.00	0.00	374,900.00	374,900.00	10,000.00	384,900.00	759,800.00
Series 2019-Sales Tax Rev.	Dec. 2039	29,095,000.00	727,375.00	0.00	727,375.00	727,375.00	955,000.00	1,682,375.00	2,409,750.00
<b>Total Bonds</b>		<b>\$106,260,000.00</b>	<b>\$2,639,500.00</b>	<b>\$0.00</b>	<b>\$2,639,500.00</b>	<b>\$2,639,500.00</b>	<b>\$11,345,000.00</b>	<b>\$13,984,500.00</b>	<b>\$16,624,000.00</b>

Bond Retirement  
\$8,112,859

Current Balance (Set Aside for 2021)

Monthly Set Aside Required  
\$1,063,893

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**  
**SUMMARY OF INVESTMENT PERFORMANCE**  
**YEAR TO DATE THROUGH MARCH 31, 2021**

MONTH	2021			2020		
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD
JANUARY	\$247,915,757	\$25,844	0.24%	\$153,025,000	\$306,867	1.94%
FEBRUARY	\$241,578,777	\$39,883	0.21%	\$147,326,500	\$177,033	1.93%
MARCH	\$233,701,962	\$31,822	0.22%	\$153,725,000	\$446,742	1.49%
APRIL				\$150,720,000	\$364,860	1.17%
MAY				\$187,360,000	\$234,705	0.86%
JUNE				\$212,554,447	\$209,413	0.75%
JULY				\$221,871,717	\$98,135	0.74%
AUGUST				\$232,155,834	\$99,171	0.48%
SEPTEMBER				\$235,404,000	\$28,674	0.39%
OCTOBER				\$267,168,925	\$28,216	0.28%
NOVEMBER				\$255,122,283	\$4,471	0.24%
DECEMBER				\$240,885,693	\$9,764	0.27%
YEAR TO DATE	241,065,499	\$97,549	0.22%	\$184,766,142	\$2,008,071	0.88%
<b>RTA AVERAGE YIELDS OVER (UNDER) INDEX</b>						
			0.09%			0.64%
			0.13%			0.24%
			0.01%			0.25%
			0.21%			0.63%

# 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)  
 MARCH 2021

BOND RETIREMENT FUND  
 HUNTINGTON MONEY MARKET

	<u>\$28.62</u>
	\$28.62
	\$79.48
	\$7,100.74

GENERAL FUND  
 HUNTINGTON-SALES TAX ACCOUNT  
 STAROHIO  
 KEY BANK SWEEP ACCOUNT  
 PNC CUSTODY ACCOUNT  
 MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT

	\$0.03
	\$7,811.60
	\$104.64
	\$0.00
	<u>\$2.47</u>
	\$7,918.74
	\$27,188.83
	\$275,045.85

INSURANCE FUND  
 STAROHIO

	<u>\$329.39</u>
	\$329.39
	\$12,952.60
	\$87,619.87

LAW ENFORCEMENT FUND  
 KEY BANK SWEEP ACCOUNT  
 STAROHIO

	\$0.23
	<u>\$3.01</u>
	\$3.24
	\$10.41
	\$260.42

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
 MARCH 2021

LOCAL MATCH FUND  
 STAROHIO-LOCAL MATCH  
 STAROHIO-2019 DEBT  
 KEY BANK SWEEP ACCOUNT

\$195.30  
 \$921.30  
\$13.72  
 \$1,130.32  
 \$45,938.43  
 \$295,956.29

MARCH 2021  
 2021 YEAR TO DATE  
 2020 YEAR TO DATE

PENSION FUND  
 STAROHIO  
 KEY BANK SWEEP ACCOUNT

\$84.17  
\$0.42  
 \$84.59  
 \$276.60  
 \$1,114.80

MARCH 2021  
 2021 YEAR TO DATE  
 2020 YEAR TO DATE

EMPLOYEE ACTIVITY ACCOUNT  
 KEY BANK MONEY MARKET

\$1.31  
 \$1.31  
 \$3.86  
 \$144.73

MARCH 2021  
 2021 YEAR TO DATE  
 2020 YEAR TO DATE

RTA CAPITAL FUND  
 KEY BANK SWEEP ACCOUNT

\$45.93  
 \$45.93  
 \$146.67  
 \$99,928.07

MARCH 2021  
 2021 YEAR TO DATE  
 2020 YEAR TO DATE



GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
 MARCH 2021

RESERVE FUND  
 STAROHIO  
 KEY BANK SWEEP ACCOUNT

\$3,219.54  
\$3.64  
 \$3,223.18  
 \$51,542.85  
 \$168,587.17  
 \$12,765.32  
 \$138,139.73  
 \$935,757.94

MARCH 2021  
 2021 YEAR TO DATE  
 2020 YEAR TO DATE  
 MARCH 2021  
 2021 YEAR TO DATE  
 2020 YEAR TO DATE

TOTAL ALL FUNDS

2021 YEAR  
 TO DATE  
 \$138,140  
 (\$86,211)  
 \$45,620  
 \$97,549  
 \$241,065,499  
0.22%

INTEREST RECEIVED (CASH BASIS)

MARCH  
 \$12,765

ACCRUED INTEREST:

BEGINNING:

ENDING:

INTEREST INCOME EARNED:

(\$26,564)  
 \$45,620  
 \$31,822

AVERAGE INVESTMENT BALANCE (COST):

\$233,701,962

AVERAGE YIELD ON INVESTMENTS:

0.22%

**COMPOSITION OF INVESTMENT PORTFOLIO  
AS MARCH 31, 2021**

Instrument	PRINCIPAL	FACE	PERCENT OF	AVERAGE	AVERAGE
	AMOUNT	AMOUNT	TOTAL	YIELD	MATURITY
Money Market Account	\$5,892,970	\$5,892,970	2.54%	0.04%	1
Key Bank Sweep Account	\$178,678	\$178,678	0.08%	0.75%	1
Star Ohio	\$189,988,918	\$189,988,918	81.74%	0.07%	1
Earnings Credit Rate Account	\$18,071,849	\$18,071,849	7.77%	0.75%	1
U.S. Government Securities	\$18,311,780	\$18,160,000	7.88%	1.15%	725
<b>Total Investment Portfolio</b>	<b><u>\$232,444,196</u></b>	<b><u>\$232,292,415</u></b>	<b><u>100.00%</u></b>	<b><u>0.22%</u></b>	<b><u>57</u></b>

Greater Cleveland Regional Transit Authority  
 Banking and Financial Relationships  
 As of March 31, 2021

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 2021-08  
 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.