



**MEETING NOTICE**

Notice is hereby given that the following meeting of the Board of Trustees of the Greater Cleveland Regional Transit Authority will take place at **Tuesday, November 15, 2022** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon. This meeting will be live streamed on RTA's Board Page [www.RideRTA.com/board](http://www.RideRTA.com/board) via the meeting date for staff and members of the public. Members of the public may attend in person.

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

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the CDC's January 29, 2021 order requiring masks on public transportation conveyances and at transportation hubs is no longer in effect.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

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

9 A.M.

Operational Planning & Infrastructure Committee

- Service Plan – Presentation on the 2023 Service Plan
- Budget Presentation - Proposed FY 2023 Budget

1<sup>st</sup> Public Hearing

- FY 2023 Budget

Organizational, Services & Performance Monitoring Committee

- Quarterly Management Report – Review of 3<sup>rd</sup> quarter 2022 results
- TransPro Scorecards - Presentation of 3<sup>rd</sup> Quarter scorecards and customer experience surveys

Audit, Safety Compliance and Real Estate Committee

- Internal Audit Quarterly Report - Presentation of 3<sup>rd</sup> quarter 2022 Internal Audit work
- Executive Session Requested - To confer with RTA's attorney regarding a dispute that is the subject of pending and imminent court action.

Board of Trustees Meeting – agenda attached

India L. Birdsong Terry  
General Manager, Chief Executive Officer

## AGENDA

### RTA OPERATIONAL PLANNING & INFRASTRUCTURE COMMITTEE

Tuesday, November 15, 2022

Committee Members:                    Ms. Lauren R. Welch, Chair  
   Ms. Karen Gabriel Moss, Vice Chair  
   Mr. Terence P. Joyce  
   Ms. Luz N. Pelot

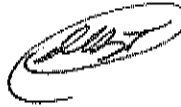
- I.      Roll Call
- II.     Service Plan – Presentation on the FY 2023 Service Plan.  
         Presenter:
  - Joel Freilich, Director, Service Management
- III.    Budget Presentation - Proposed FY 2023 Operating Budget  
         Presenter:
  - Kay Sütula, Director, Office of Management and Budget
- IV.    First Public Hearing - Proposed FY 2023 Operating Budget
- V.     Adjourn



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

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

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

Date: November 10, 2022

Subject: FY 2023 Service Management Plan

At the November 15, 2022, meeting of the Operational Planning & Infrastructure Committee, staff will present the 2023 Service Management Plan (SMP). As always, the SMP is aligned with the General Manager's Recommended Budget and includes an update on bus route productivity and ridership.

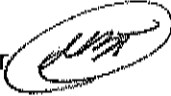
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Greater Cleveland  
Regional Transit Authority

Interoffice Memo

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

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

Date: November 10, 2022

Subject: Proposed Fiscal Year (FY) 2023 Budget Development

At the November 15, 2022 Operational Planning & Infrastructure Committee meeting, staff will present the proposed FY 2023 Budget. The projected 2022 year-end balance of \$49.0 million represents a 2.2-month reserve. This is largely due to the funding received through the American Rescue Plan Act (ARP) that paid for operations resulting in savings from not having to use funding that traditionally paid for operations.

The proposed FY 2023 Budget includes total revenues of \$299.9 million. With a beginning balance of \$49.0 million, total resources are \$348.9 million. The two largest sources of revenue are Sales & Use Tax and Passenger Fares estimated at \$259.0 million and \$24.7 million, respectively.

Operating expenses are budgeted at \$282.4 million, which includes funding for 14 new positions and wages increases, which are largely contractual through the FOP and ATU. Transfers to other funds total \$41.9 million, which includes an 11% transfer for the Capital Improvement Program. With total expenditures of \$324.3 million against total resources of \$348.9 million, the available ending balance is budgeted at \$24.6 million, or a 1.0-month reserve.

At the December 6, 2022 Operational Planning & Infrastructure Committee meeting, we will again present the FY 2023 Budget as well as a second public hearing. The resolution will be presented at the December Board Meeting.

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


IBT/kms



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

To: India Birdsong Terry, General Manager, CEO 

 From: Rajan D. Gautam, Deputy General Manager, Finance-Secretary Treasurer

Subject: Public Notices for Public Hearings – FY 2023 Budget - Amended

Date: October 3, 2022

Notice is hereby given that a public hearing on the FY 2023 Operating and Capital Budgets of the Greater Cleveland Regional Transit Authority will be held at 9:00 A.M. Eastern Daylight Time on Tuesday, November 15, 2022. A second public hearing will be held at 9:00 A.M. Eastern Daylight Time on Tuesday, December 6, 2022. Both public hearings will be held in the Board Room of the Authority, 1st Floor, Main Office Building, 1240 West Sixth Street, Cleveland, Ohio.

A copy of the proposed budget is on file in the Office of Management and Budget of the Greater Cleveland Regional Transit Authority, 4th Floor, 1240 West Sixth St., Cleveland, OH, and available for public inspection. Public comments for the Public Hearings can be made in person at the meeting, via phone during the Public Hearing (440-276-4600), or via email ([public-comment@gcrtc.org](mailto:public-comment@gcrtc.org)). India Birdsong Terry, General Manager, Chief Executive Officer, Greater Cleveland Regional Transit Authority

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## AGENDA

### RTA ORGANIZATIONAL, SERVICES & PERFORMANCE MONITORING COMMITTEE

Tuesday, November 15, 2022

Committee Members: Mayor Anthony D. Biasiotta, Chair  
Ms. Karen Gabriel Moss, Vice Chair  
Mayor David E. Weiss  
Ms. Lauren R. Welch

I. Roll Call

II. Quarterly Management Report – Review of 3<sup>rd</sup> quarter 2022 results.

Presenter(s):

- India L. Birdsong Terry, General Manager, CEO

III. TransPro Scorecards - Presentation of 3<sup>rd</sup> Quarter scorecards and customer experience surveys

Presenter(s):

- India L. Birdsong Terry, General Manager, CEO
- Ehren Bingaman, Managing Principal, TransPro

IV. Adjourn

## AGENDA

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

Tuesday, November 15, 2022

Committee Members: Mayor Paul A. Koomar, Chair  
Ms. Karen Gabriel Moss, Vice Chair  
Mr. Terence P. Joyce  
Ms. Valarie J. McCall  
Mayor David E. Weiss

- I. Roll Call
- II. Internal Audit Quarterly Report - Presentation of 3<sup>rd</sup> quarter 2022 Internal Audit work.  
  
Presenter(s):
  - Tony Garofoli, Executive Director, Internal Audit
- III. Executive Session Requested - To confer with RTA's attorney regarding a dispute that is the subject of pending and imminent court action.
- IV. Adjourn



## AGENDA

RTA Board of Trustees Meeting

Tuesday, November 15, 2022

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the October 25, 2022 Board Meeting minutes
5. Public comments (**2 minutes**) on agenda items:
  - a. In person
  - b. Phone: 440-276-4600
  - c. Web form (comments will be forwarded to Board and staff)
6. Board Governance Committee report
7. Operational Planning & Infrastructure Committee report
  - Chair: Ms. Lauren R. Welch
8. Organizational, Services & Performance Monitoring Committee report
  - Chair: Mayor Anthony D. Biasiotta
9. Audit, Safety Compliance and Real Estate Committee report
  - Chair: Mayor Paul A. Koomar
10. External and Stakeholder Relations and Advocacy Committee report
  - Chair: Mr. Terence P. Joyce
11. Community Advisory Committee (CAC)
  - Board Liaison: TBD
12. Ad Hoc Committee reports:
  - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
  - Ad Hoc Technology Committee – Ms. Luz Pellot, Chair
13. Introduction of new employees and announcement of promotions
14. Introduction of resolutions:
  - A. 2022-98 – Authorizing a change order to exercise an option under Contract No. 2020-071 with Gillig, LLC for the purchase and delivery of up to 20, 40-ft. low floor CNG coaches, as specified, at a unit price of



\$652,031.56, for an amount not to exceed \$13,040,631.20 (RTA Development Fund, Fleet Management Department budget)

- B. 2022-99 – Authorizing Contract No. 2022-111 with Independence Excavating, Inc. for Project 27Y(A) – Cuyahoga Viaduct Phase 1A Bulkhead Repair, as specified and as required, in an amount not to exceed \$869,500.00 (RTA Development Fund, Engineering & Project Development Department budget)
- C. 2022-100 – Authorizing Contract No. 2022-068 with Workwear Outfitters, LLC for the furnishing of Operator and Supervisor Uniform Services for a period of three years, in an amount not to exceed \$1,500,000.00, with two, one-year options in an amount not to exceed \$500,000.00 per year, for a total contract amount not to exceed \$2,500,000.00 for a period of five years (General Fund, various department budgets)
- D. 2022-101 – Authorizing a ratification and time extension to Contract No. 2014-054 with AT&T Corporation for Telecommunications Services, in an amount not to exceed \$352,627.00, for a total contract amount not to exceed \$2,695,157.00 (General Fund, Innovation & Technology Department budget)
- E. 2022-102 – To amend the fiscal year 2022 revenues and appropriations, as adopted in Resolution Nos. 2021-112, 2022-068, and 2022-083, to provide for an increase in the appropriation in the Insurance Fund in the amount of \$500,000
- F. 2022-103 – Authorizing the Greater Cleveland Regional Transit Authority to enter into a purchase and sale agreement with XAPC, Co. for the purchase of 15583 Brookpark Road, Brook Park, Ohio, Cuyahoga County Permanent Parcel Number 343-11-004, for the sum of \$1,500,000.00
- G. 2022-104 – Removing Sections 644.01 Work Week and Hours, 644.02 Compensation, 644.03 Payroll Checks, 644.04 Payroll Deductions, 644.05 Overtime and 644.06 Call-out Policy for exempt employees from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority as duplicative of Personnel Policies 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06, respectively, and amending those Personnel Policies
- H. 2022-105 – Amending Section 222.05(e) of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority to increase the compensation for members of the Civilian Oversight Committee from \$1,200 to \$1,800 per year (Board of Trustees Department budget)
- I. 2022-106 – Adopting the Operating Procedures of the Civilian Oversight Committee

15. Secretary-Treasurer's Report:

- a. General Fund Revenue – status as of October 31, 2022 versus 2021 actuals
- b. General Fund Revenue – status as of October 31, 2022 versus the 2022 budget
- c. Sales & Use Tax Receipts Report budgeted during 2022, actual receipts through November 2022 – ***TO BE DISTRIBUTED AT A LATER DATE***
- d. Inventory of Treasury Investments as of October 31, 2022
- e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of October 31, 2022
- f. Summary of Investment Performance, Year to Date through October 31, 2022
- g. Report on Investment Earnings (cash basis) as of October, 2022
- h. Composition of Investment Portfolio as of October 31, 2022
- i. Banking and Financial Relationships as of October 31, 2022

16. General Manager's Report

17. President's Report

18. Old Business

- a. Proposed 2023 Board and Committee Meeting Schedule

19. New Business

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

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

21. The next regular Board meeting is scheduled for **Tuesday, December 20, 2022** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Board page ([www.RideRTA.com/board](http://www.RideRTA.com/board)) by clicking the meeting date. The public is welcome to attend in person.

22. Adjournment

## Minutes

### RTA Board of Trustees Meeting

9:11 a.m. October 25, 2022

**Board Members:** Lucas (Chair), Moss (Vice Chair), Biasiotta, Joyce, Koomar, McCall, Pellot, Weiss, Welch

**Not present:** None

**Staff:** Birdsong Terry, Burney, Caver, Coffey, Dangelo, Davidson, Feke, Ferraro, Fields, Fleig, Freilich, Garofoli, Gautam, Jones, Kirkland, Miller, Walker-Minor, Woodford

**Public:** Gibbons, Loh, Pinkney-Butts

The meeting was called to order at 9:11 a.m. There were nine (9) board members present.

It was 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

President Lucas stated that the minutes from the September 20, 2022 Board Meeting had been previously distributed and reviewed and asked whether there were any additions and/or corrections. There were no corrections. The minutes were approved.

### Public Comments – Agenda Items

1. Rev. Pinkney-Butts – She congratulated the retirees. Items B, C and D on the agenda needs elaborating. She asked about the property at Cudell Station. The rail operators are concerned about new rails and the system being overhauled. The E. 79<sup>th</sup> Street Station needs updating. People without motorized wheelchairs don't have accommodations E. 93 and E. 116<sup>th</sup> stations.
2. Jonathan Steirer – Cleveland – (Webform Comment): As a nearby resident and regular user of the West Blvd - Cudell station, I am excited to see movement towards finally building TOD in Cudell, especially as part of a plan to provide much-needed affordable units in the neighborhood. I would ultimately like to see more than 80 units in this location, as it is such a well-connected location and proximate to a significant number of city amenities. Additionally, while this may be out of the current scope of this resolution, I hope RTA can help lead a robust group of local stakeholders calling for traffic calming and improved pedestrian infrastructure along Detroit Ave and West Blvd in this location.
3. Daniel – Cleveland – (Webform Comment): Please support the TOD next to West boulevard.
4. Arthur Henke – Cleveland – (Webform Comment): I am writing to share my support for agenda item 14-D, resolution 2022-97. I live nearby in the Detroit Shoreway neighborhood, and I believe that density and transit-oriented development will benefit the City of Cleveland and its residents.

5. Doug Astler – Cleveland – (Webform Comment): Hello, I am writing to submit my comment of support for the selling of land adjacent to the West Boulevard and Cudell Rapid station to Flaherty and Collins to facilitate building of a TOD with some units below market rate.
6. Christopher Jacobs - Cleveland Heights – (Webform Comment): I am writing in support of agenda item 2022-97, the sale of property to Flaherty & Collins (FC) for development. FC has done great work and been an asset as a developer in Cleveland Heights, and I support RTA's efforts to increase development near transit stations.

President Lucas mentioned that Board member Luz Pellot will be honored at an event tonight.

#### Committee Reports

The Audit Committee will have its next quarterly meeting on November 3 at 2:30 p.m.

#### Community Advisory Committee (CAC)

There was no report from the CAC.

#### Ad Hoc Committee Reports

There was no report.

#### Introduction of New Employees/Promotions

##### New Hires:

- Monique Burgess – Operator
- Mark Cox – Operator
- Lateisha Ford – Operator
- Kala Hampton – Operator
- Wilbert Patterson – Operator
- Surazal Sanders – Operator
- Lanisha Underwood – Operator
- Jaytionna Wells – Operator
- Latayvia Williams – Operator
- James Conroy – Line Maintainer
- Jaenin Deskin – Crisis Intervention Specialist
- Jason Gardner – Janitor
- DeAndre Hodges – Janitor
- Kim James – Janitor
- Trinity Robinson – Engineering Co-Op

##### Promotions:

- Anna Hlavacs – Senior Counsel
- Alexander Terriaco – Signal Technician

##### Introduction of Resolutions:

- A. 2022-94 – Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the third quarter of 2022, the adoption of which was moved by Ms. Pellot, seconded by Ms. McCall and approved by unanimous vote.

- B. 2022-95 – Authorizing Contract No. 2022-094 with Vehicle Maintenance Program for the furnishing of motorcoach filters, as specified and as required, for a period of two years, in an amount not to exceed \$134,900.00 (General Fund, Fleet Management Department budget), the adoption of which was moved by Ms. McCall, seconded by Ms. Pellot and approved by unanimous vote.
- C. 2022-96 – Removing Sections 642.10 Reduction in Workforce, 642.11 Workforce Accommodation, 642.12 Transitional/Alternative Work and 642.13 Pre-Termination Meeting from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority as duplicates of the Personnel Policies, the adoption of which was moved by Ms. Moss, seconded by Ms. McCall and approved by unanimous vote.

Ms. Moss added that this updates our policies, moving it from the Code to the Personnel Policies.

- D. 2022-97 – Authorizing the Greater Cleveland Regional Transit Authority to enter into an option agreement with Flaherty & Collins Development, LLC, an Indiana Limited Liability Company, for the proposed sale of property adjacent to the West Boulevard-Cudell Rapid Transit Station, known as Cuyahoga County Permanent Parcel Number 001-32-012 on Detroit Avenue, Cleveland, Ohio, the adoption of which was moved by Ms. McCall, seconded by Ms. Pellot. The roll was called. There were eight (8) ayes and one abstention from Mr. Joyce. It passes.

#### Secretary-Treasurer's Report

Rajan Gautam, Deputy General Manager of Finance and Secretary-Treasurer, gave the report. The U.S. unemployment rate for August was 3.7%, up from 3.5% in July. Ohio's rate increased slightly to 4% which was 3.9% in July. The County rate is not seasonally adjusted which causes the increase in the unemployment rate as reported. The County estimated unemployment rate was 5% in August. In reviewing the five largest metropolitan statistical areas in Ohio. Over the past three years, the height of the labor force was in February 2020. After the Pandemic we are now back to pre-COVID unemployment rates. For August the unemployment rates for Cleveland were 5.2%, down from 5.4% in July. In Cincinnati, 3.5% rose from 3.4%. Columbus is 3.4% up from 3.3%. Dayton is 3.9% up from 3.8%. Toledo at 4%, up from 3.9%.

Ridership continues to show gains. September ridership was 16.6% higher compared to September 2021. YTD ridership is 18.6% above 2021 levels. September passenger fares increased 32.5% compared to September 2021 and 28% higher than budget. YTD it is 19.29% higher than the same period in 2021. Sales tax which represents the largest source of unrestricted revenue for the General Fund remains strong. September 2022 receipts which is based on July 2022 activity was 4.7% higher compared to October 2021 and 2.7% higher than budget. YTD they are 6.6% higher than 2021 levels. The sales tax base is made of 23 categories. Seventeen of the 23 were positive in October. Motor vehicles and watercraft are trending lower at 0.2%. Online sales were 17% higher compared to October 2021. Regular and statewide sales are 4.1% higher.

#### General Manager/CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. The Federal Transit Administrator (FTA) conducted a Drug & Alcohol Audit Oct. 3-5. It was a review of policies and procedures. The audit was last conducted in 2014. Staff response to FTA is due January 2023. RTA received the Ohio

Auditor of State "Award with Distinction" for the 2021 Audit. We were noted for excellence in financial reporting.

RTA donated two MCI coaches to Tri-C's Transportation Innovation Center. Tri-C President Dr. Michael Baston was present. The coaches will be used for training. RTA staff attended the United Way Annual Committee Meeting, September 30, 2022 and the Northeast Ohio Areawide Coordinating Agency (NOACA) Annual Meeting, October 7, 2022. Sharon Sobol Jordan was introduced as the new President and CEO for the United Way. The theme for the NOACA meeting was "Competing Globally Requires World-Class Infrastructure: The Bipartisan Discussion." NOACA is a big supporter of RTA.

Several RTA employees attended and presented at the 2022 Ohio Public Transportation Association (OPTA) Conference, in Columbus, Ohio, October 3-5. Board member Valarie J. McCall and former RTA General Manager/CEO Joe Calabrese were honored at the honors luncheon during the American Public Transportation Association (APTA) TRANSform Annual Conference in Seattle, WA, October 9-12. Board member McCall said it was an honor to receive the award and that it is a great achievement to have two people from RTA to receive an award.

#### New Business

- The Board was presented the proposed 2023 Board and Committee Meeting schedule for their review.

#### Public Comments

1. Rev. Pinkney Butts – She is concerned about the safety of workers at Tower City. The workers must be there early. Parking is expensive in Tower City. Workers would have to park at a station and take the train downtown to save money. She is grateful to RTA. She used the bus to go see her son.
2. John Taylor – He was told by an operator not to preach on the bus. He wanted to know the policy for preaching on the system.
3. Dontez Taylor – He asked to partner with RTA on a coat drive. He was directed to speak with Dr. Walker Minor. His pickup on paratransit was late.
4. Lou – She attended the Center for Community Solutions event. She was happy to see RTA represented. The RTA quarterly surveys are from an administrative point of view. She asked that the survey be conducted from a user's point of view.
5. Airric Stewart – Ridership concerns should be a standing agenda item. He repeated his proposal for the 15A to run hourly from Pinecrest. If the regular 15 ran every 20 minutes, there would be space to run the 15A which will hit more residential neighborhoods, hospitals, libraries and make connections at major train stations.
6. Alexander Wax - Rocky River (Webform Comment): I would like to see the Westlake Park and Ride #246 brought back into service even if on a reduced schedule. It was a convenient way for me, as I am sure many other West side commuters to get Downtown to work. I do realize that telework has become more common as a result of the pandemic. However, as people start to return to their offices Downtown, I am confident the service will be used even on a reduced schedule. The 55 routes take approximation one hour each way. This takes up a lot of our time as commuters.

Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, November 15, 2022**, in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Board page ([www.RideRTA.com/board](http://www.RideRTA.com/board)) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 9:59 a.m.

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President

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



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> AUTHORIZING A CHANGE ORDER TO EXERCISE AN OPTION TO PURCHASE UP TO 20, 40-FT. LOW FLOOR CNG COACHES  <b>VENDOR:</b> GILLIG, LLC  <b>AMOUNT:</b> NOT TO EXCEED \$13,040,631.20	<b>Resolution No.:</b> 2022-98
	<b>Date:</b> November 10, 2022
	<b>Initiator:</b> Fleet Management Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will authorize a change order to the contract to allow the Authority to exercise an option for the procurement and delivery of up to twenty (20) of the remaining 60, 40-ft. low floor CNG coaches under Contract No. 2020-071, which was approved by the Board of Trustees in Resolution No. 2021-022, adopted March 23, 2021.

2.0 **DESCRIPTION/JUSTIFICATION:** To provide safe, reliable, and cost-effective services, coaches are replaced on a regular cycle. FTA recommends replacement of transit buses at twelve years. The Authority intends to replace coaches that have exceeded their useful life, in accordance with the Authority's vehicle replacement policy and guidelines.

3.0 **PROCUREMENT BACKGROUND:** On March 23, 2021, the Authority awarded Contract No. 2020-071 to Gillig, LLC for the manufacture and delivery of up to 20, 40-ft., low-floor CNG coaches, spare parts, tooling and training, with an option to procure up to an additional 80 coaches plus spare parts, tooling and training over the five-year term of the contract. Resolution No. 2021-022 authorized the contract and funding of the initial purchase of 20 coaches. To date, the General Manager, CEO has authorized five change orders, totaling \$11,285,837.40. The General Manager, CEO authorized Change Order No. 1 to fund the purchase and deletion of accessories on the 20, 40-ft. CNG coaches and option coaches. The General Manager, CEO authorized Change Order No. 2, a no cost change to the front cap/windshield. The General Manager, CEO authorized Change Order No. 3 to add funds for training. Resolution No. 2021-100 authorized Change Order No. 4 to exercise the purchase of up to 20, 40-ft. low floor CNG coaches. The General Manager, CEO authorized Change Order No. 5 to fund the purchase of driver barriers.

This resolution will authorize the funding to manufacture and deliver up to 20, 40-ft., low-floor CNG coaches at a unit price of \$652,031.56 and with a scheduled delivery completion date of third quarter 2023. The negotiated price is within the FTA suggested Producer Price Index (PPI) Best Practices Guidelines. This procurement will result in 40 coaches remaining under the contract option.

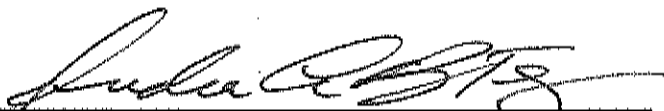
A cost analysis was performed by the Procurement Department, and it has been determined that the price is fair and reasonable to the Authority. Contract option award is contingent upon the successful review of all costs associated with this procurement, compliance with Pre-Award/Buy America Audit requirements and Federal Transit Administration approval of applicable grants.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Per Federal Regulations, the Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements involving the purchase of Transit Motor Vehicles (TMV's)



- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to FTA Capital Grant OH-2021-050-307, in the amount not to exceed \$2,000,000, FTA Capital Grant OH-2021-050-339 in the amount not to exceed \$2,859,332.50, and 100% Local Funds in the amount of \$8,181,298.70, for a total contract amount not to exceed \$13,040,631.20 (\$3,887,466.00 in federal funds which represents 30% of the total cost). This resolution is contingent upon FTA approval of pending Diesel Emission Reduction Grant (DERG), Urban Transit Program (UTP), and pending grant revisions for Capital Grant OH-2018-027.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would delay the ability of the Authority to purchase replacement coaches.
- 8.0 RECOMMENDATION: This contract option was discussed by the Board of Trustees at the November 1, 2022 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the negotiated offer of Gillig, LLC be accepted and the resolution passed authorizing the General Manager, CEO to modify the contract.
- 9.0 ATTACHMENT: Change Order Log

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

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

## CHANGE ORDER LOG

CONTRACT NO. 2020-071

**MANUFACTURE AND DELIVERY OF TWENTY (20) FORTY FOOT (40) COACHES, SPARE PARTS, TOOLING, AND TRAINING, WITH AN OPTION TO PROCURE UP TO EIGHTY (80) ADDITIONAL COACHES EXCERCISED WITHIN FIVE YEARS OF CONTRACT SIGNATURE**

Contract # 2020-071

Contractor: Gillig, LLC.

Original Contract Amount      **\$11,052,060.00**      Total G.M. Authority Remaining \$ **392,060.00**

Total Change Order Amount to Date: \$ 11,318,217.40

<i>ITEM NO.</i>	<i>NOTE No.</i>	<i>APPROVAL DATE</i>	<i>CHANGE ORDER</i>	<i>APPROVAL AUTHORITY</i>	<i>NEW CONTRACT</i>
1		6/2021	\$(560.00)	GM	\$11,051,500.00
2		7/19/21	NO COST	GM	\$11,051,500.00
3		9/17/2021	\$75,000.00	GM	\$11,126,500.00
4		11/16/2021	\$11,211,397.40	BOARD	\$22,337,897.40
5		7/28/2022	\$32,380.00	GM	\$22,370,277.40
6			\$13,040,631.20	BOARD	\$35,410,908.60

### NOTES/CHANGE ORDER DESCRIPTION:

CO # 1 Various additions and deletions to the final design of the 40' coaches. Some additions are, HVAC dash display, infotainment brochure holder, 29' infotainment monitor system. Some deletions are starting capacitor, LED horizontal sign, ribbed interior flooring.

CO #2 No Cost change order to the front cap/windshield on the twenty (20), forty-foot coaches and option coaches.

CO #3 CNG training needed at the Triskett and facility. Training to include Cummins engine and Allison transmission and CNG certificate

CO #4 Authorizes Funding for 20 coaches.

CO #5 Authorizes the purchase and installation of Gillig driver barriers for the twenty (20) bus order.

CO #6 Authorizes Funding for 20 coaches.

RESOLUTION NO. 2022-98

AUTHORIZING A CHANGE ORDER TO EXERCISE AN OPTION UNDER CONTRACT NO. 2020-071 WITH GILLIG, LLC FOR THE PURCHASE AND DELIVERY OF UP TO 20, 40-FT. LOW FLOOR CNG COACHES, AS SPECIFIED, AT A UNIT PRICE OF \$652,031.56, FOR AN AMOUNT NOT TO EXCEED \$13,040,631.20 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Authority has identified the need to replace revenue vehicles that have exceeded their useful life with similar environmentally friendly fuel-efficient vehicles; and

WHEREAS, Resolution No. 2021-022 authorized Contract No. 2020-071 ("Contract") with Gillig, LLC, for the manufacture and delivery of up to 100, 40-ft., CNG coaches, spare parts, tooling and training and the funding for the purchase of 20 coaches for delivery in 2021, with an option to procure up to an additional 80 coaches, spare parts, tooling and training over the five year term of the contract, at a total amount not to exceed \$11,052,060.00; and

WHEREAS, pursuant to the original options under the Contract, Gillig, LLC, located at 451 Discovery Drive, Livermore, CA 94551, has offered to manufacture and deliver up to 20, 40-ft. low floor CNG coaches, as specified, at a unit price of \$652,031.56, for a total negotiated contract amount not to exceed \$13,040,631.20; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Gillig, LLC, as negotiated, to be advantageous to the Authority, cost and other factors considered, 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 Gillig, LLC to provide up to 20, 40-ft. low floor CNG coaches, 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 change order for the exercise of an option to Contract No. 2020-071 with Gillig, LLC to provide funding for the purchase of up to 20, 40-ft low floor CNG coaches, at a unit price of \$652,031.56, for a total change order amount not to exceed \$13,040,632.20.

Section 3. This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to FTA Capital Grant OH-2021-050-307, in the amount not to exceed \$2,000,000, FTA Capital Grant OH-2021-050-339 in the amount not to exceed \$2,859,332.50, and 100% Local Funds in the amount not to exceed \$8,181,298.70, for a total contract amount not to exceed \$13,040,631.20 (\$ 3,887,466.00 in federal funds which represents 30% of the total cost). This resolution is contingent upon FTA approval of pending Diesel Emission Reduction Grant (DERG), Urban Transit Program (UTP), and pending grant revisions for Capital Grant OH-2018-027.

Section 4. That said contract option shall be binding upon and an obligation of the Authority contingent upon funding for future years, 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 all terms and conditions of the original contract remain unchanged.

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

Adopted: November 15, 2022

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary- Treasurer



<b>TITLE/DESCRIPTION:</b>  <b>CONTRACT:</b> PROJECT 27Y(a) – CUYAHOGA VIADUCT PHASE 1A BULKHEAD REPAIR  <b>VENDOR:</b> INDEPENDENCE EXCAVATING, INC.  <b>AMOUNT:</b> \$869,500.00	<b>Resolution No.:</b> 2022-99
	<b>Date:</b> November 10, 2022
	<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 27Y(a) – Cuyahoga Viaduct Phase 1A Bulkhead Repair.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The work to be performed under this contract includes installing approximately 120 linear feet of new steel sheet pile wall adjacent to the existing wall in the Cuyahoga River and repairs to an existing storm sewer outfall pipe. This repair will protect and extend the life of Pier 5 of the Cuyahoga Viaduct and stabilize the east bank of the Cuyahoga River at this location.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids (“IFB”) was posted on the GCRTA Procurement website and advertised in the local newspapers. Thirty-five (35) interested parties, including potential subcontractors, downloaded the solicitation package. Five (5) responsive bids were received and opened on October 20, 2022, as follows:

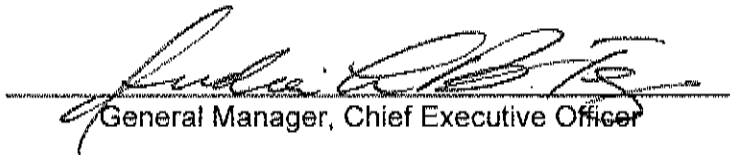
Company Name	Total Base Bid
Independence Excavating, Inc.	\$ 869,500.00
BECDIR Construction Co.	\$1,007,156.00
J.D. Williamson Construction Company	\$1,009,156.00
The Great Lakes Construction Co.	\$1,117,111.00
The Ruhlin Co.	\$1,167,270.00

The Basis of Award is the lowest responsive bid from a responsible bidder for the Total Base Bid price. Independence Excavating, Inc. was determined to be a responsible bidder. The Total Base Bid price of \$869,500.00 from Independence Excavating, Inc. is 20.47% less than the Engineer's Estimate of \$1,093,286.00.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. An 8% DBE goal was established for this procurement. Independence Excavating, Inc. has committed to achieving the DBE participation goal through the utilization of Lumberone Supply (Caucasian Female-owned) in the amount of \$78,000.00 x 60% equals \$46,800.00, RAR Contracting Co. (African American male-owned) in the amount of \$17,500.00 x 60% equals \$12,500.00, and Rockport Ready Mix (Caucasian Female-owned) in the amount of \$10,500.00 for a total of \$69,800.00 or 8%.
- 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 Grants OH-2020-044-307 and OH-2020-044-337, for a total contract amount not to exceed \$869,500.00 (\$695,600.00 in federal funds which represents 80% of total cost).
- 7.0 ALTERNATIVES: Reject this bid. Rejection of this bid will allow the continued deterioration of the steel sheet pile wall and soil providing protection for the Cuyahoga Viaduct.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the November 1, 2022 Operational Planning & Infrastructure Committee meeting. It is recommended that the bid of Independence Excavating, Inc. be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2022-99

AUTHORIZING CONTRACT NO. 2022-111 WITH INDEPENDENCE EXCAVATING, INC. FOR PROJECT 27Y(a) – CUYAHOGA VIADUCT PHASE 1A BULKHEAD REPAIR, AS SPECIFIED AND AS REQUIRED, IN AN AMOUNT NOT TO EXCEED \$869,500.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Authority deems it necessary to acquire construction services, as required, under Project 27Y(a) – Cuyahoga Viaduct Phase 1A Bulkhead Repair; and

WHEREAS, the bid of Independence Excavating, Inc., located at 5720 E. Schaaf Road, Independence, Ohio 44131, was received on October 20, 2022 in an amount not to exceed \$869,500.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Independence Excavating, 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 Independence Excavating, Inc. for Project 27Y(a) – Cuyahoga Viaduct Phase 1A Bulkhead Repair, 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 Independence Excavating, Inc. for Project 27Y(a) – Cuyahoga Viaduct Phase 1A Bulkhead Repair.

Section 3. That this procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grants OH-2020-044-307 and OH-2020-044-337, for a total contract amount not to exceed \$869,500.00 (\$895,600.00 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 Independence Excavating, Inc. will attempt to exceed the 8% minimum DBE goal assigned to this procurement.

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

Adopted: November 15, 2022

\_\_\_\_\_  
President

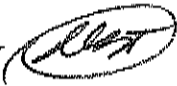
Attest: \_\_\_\_\_  
Secretary-Treasurer



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

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

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

Date: November 10, 2022

Subject: Update on Operator and Supervisor Uniforms

At the November 15, 2022 Board of Trustees ("BOT") meeting, staff will seek approval to award Contract No. 2022-068 for Operator and Supervisor Uniform Services to Workwear Outfitters, LLC.

Staff presented the RFP Procurement to the Organizational, Services and Monitoring Committee meeting at the November 1, 2022 meeting. During that presentation, a member of the BOT inquired if the proposed awardee provided affordable pricing and whether a new employee was able to purchase an appropriate amount of the required uniform items. The procurement evaluation team completed the due diligence necessary to respond to this inquiry. The approved allowance amount is \$450/year for Operators and Supervisors and \$250/year for Customer Service Representatives. The allowance that employees receive is subject to the collective bargaining process and has not changed in several labor contracts. The ATU contract was ratified earlier this year and there was no increase negotiated for the uniform allowance. In addition, the Authority now provides new hires with the uniform allowance a couple weeks into the student training period so they are starting in proper uniform. In addition, the Authority has worked with the vendor to locate other manufacturers when costs increase or they advise that they can no longer make the specified uniform pieces. The complete pricing list, proposed by the recommended vendor, is included for review.

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

IBT/MD  
Attachment



RFP 2022-068 Operator and Supervisor Uniforms  
 GREATER CLEVELAND TRANSIT AUTHORITY  
 Image Authority, a brand of Workwear Outfitters, LLC  
 Complete and Best Pricing PROPOSAL

Need to ask about CV6002: Unisex EH Low Profile Shoe - wasn't in bid specs

Item order	SPEC/ WWO# #	DESCRIPTION	Price Proposal	Comments
RTA-001	NP7686	Male Brown Dress Shoe	\$104.50	
RTA-002	NP6131	Female Brown Dress Shoe	\$104.50	
RTA-003	MD3008	U Raincoat, Operators, Yellow	\$10.50	
RTA-004	HS2432	Women's Four Pocket Trouser, Navy	\$67.75	
RTA-005	HS2331	Men's 4 Pocket Trousers, Navy	\$67.75	
RTA-006	HS1270	Women's Short Sleeve Shirt - White, Dispatcher Plain	\$31.00	
RTA-007	CV1270	Women's Short Sleeve Shirt, Supervisor - White	\$31.00	
RTA-008	CV1268	Women's Short Sleeve Shirt - Blue	\$31.00	
RTA-009	HS1212	Men's Short Sleeve Shirt, Dispatcher - White	\$31.00	
RTA-010	CV1212	Men's Short Sleeve Shirt, Supervisor - White	\$31.00	
RTA-011	CV1210	Men's Short Sleeve Shirt - Blue	\$31.00	
RTA-012	HS1169	Women's Long Sleeve Shirt, Dispatcher - White	\$35.00	
RTA-013	CV1169	Women's Long Sleeve Shirt, Supervisor - White	\$35.00	
RTA-014	HS1167	Women's Long Sleeve Shirt - Blue	\$35.00	Lot # is actually CV1167 - Spec will need to be updated.
RTA-015	HS1116	Men's Long Sleeve Shirt, Dispatcher - White	\$35.00	
RTA-016	CV1116	Men's Long Sleeve Shirt, Supervisor - White	\$35.00	
RTA-017	CV1114	Men's Long Sleeve Shirt - Blue	\$35.00	
RTA-018	CV7301	Ticket Punch Holder	\$20.00	
RTA-019	CV7300	Shoulder Bag, Navy	\$20.00	
RTA-020	CV7200	Unisex Black Belt	\$24.00	
RTA-021	TA6080	Female Navy Crossover Tie	\$7.75	
RTA-022	CV7106	Unisex Navy Bow Tie	\$4.50	
RTA-023	CV7104	Unisex Navy Clip On Tie	\$7.75	
RTA-024	CV7103	Unisex Red Bow Tie	\$4.50	
RTA-025	CV7102	Female Grey Crossover Tie	\$7.75	
RTA-026	CV7101	Unisex Grey Bow Tie	\$4.50	
RTA-027	CV7100	Unisex Grey Clip On Tie	\$7.75	
RTA-028	CV7004	Summer Ball Cap Navy, Operator	\$16.00	
RTA-029	CV7007	Summer Ball Cap Navy, Supervisor	\$21.00	
RTA-030	CV7016	Unisex Knit Hat Navy, Operator	\$13.00	
RTA-031	CV7026	Unisex Knit Hat Navy, Supervisor	\$13.00	
RTA-032	CV7003	U Trooper Hat Navy Nylon	\$35.00	
RTA-033	CV7000	Winter Ball Cap Navy, RTA	\$16.00	
RTA-034	CV7005	Winter Ball Cap Navy, Supervisor	\$18.50	
RTA-035	CV7001	Unisex Trolley Hat	\$65.00	
RTA-036	CU7408	Unisex Electrical Hazard Safety Boot	\$139.00	selling through CV6008; any uncovered will be filled with this boot; Pricing same for both shoes
RTA-037	CU6355	Female Black Dress Shoe	\$139.00	selling through CV6001; any uncovered will be filled with this shoe; Pricing same for both shoes
RTA-038	CU6354	Male Black Dress Shoe	\$139.00	selling through CV6000; any uncovered will be filled with this shoe; Pricing same for both shoes
RTA-039	CV5004	Unisex Medium Blue Operator Polo	\$27.00	
RTA-040	CV5005	Unisex White Supervisor Polo	\$27.00	
RTA-041	CV5006	Unisex White Trainer / Dispatch Polo	\$27.00	
RTA-042	CV5003	Unisex Navy Operator Turtleneck	\$28.00	
RTA-043	CV5002	Unisex White Supervisor Turtleneck	\$28.00	
RTA-044	CV5011	Unisex Sweater Vest Navy, Operator	\$40.00	
RTA-045	CV5021	Unisex Sweater Vest Navy, Supervisor	\$40.00	
RTA-046	CV5010	Unisex Zip Front Sweater Navy, Operator	\$58.00	
RTA-047	CV5020	Unisex Zip Front Sweater Navy, Supervisor	\$58.00	
RTA-048	CV4006	Male Blazer Navy, Supervisor	\$170.00	
RTA-049	CV4007	Female Blazer Navy Supervisor	\$170.00	
RTA-050	CV4004	Male Blazer Navy Operator	\$170.00	
RTA-051	CV4005	Female Blazer Navy Operator	\$170.00	
RTA-052	CV4002	Male Tailored Vest Navy	\$64.50	
RTA-053	CV4003	Female Tailored Vest Navy	\$64.50	
RTA-054	CV3015	Unisex Baseball Jacket Navy	\$119.00	
RTA-055	CV3014	Unisex Reversible Hi-Vis Jacket Supervisor	\$143.00	
RTA-056	CV3013	Unisex Reversible Hi-Vis Jacket Operator	\$143.00	
RTA-057	CV3010	U Double Breasted Top Coat Supervisor	\$205.00	

RTA-058	CV3009	U Double Breasted Top Coat Operator	\$205.00
RTA-059	CV3007	U, Hi-Vis Raincoat Supervisor	\$24.00
RTA-060	CV3001	Unisex Navy Heavyweight Hooded Parka, Operator	\$88.00
RTA-061	CV3002	Unisex Navy Heavyweight Hooded Parka, Supervisor	\$88.00
RTA-062	CV11008	Female Skirt Navy	\$58.00
RTA-063	CV1010	Unisex Windshirt Navy, Operator	\$42.75
RTA-064	CV1020	Unisex Windshirt Navy, Supervisor	\$42.75
RTA-065	CV10028	Trolley Operator Tux Shirt White, Male	\$23.00
RTA-066	CV10038	Trolley Operator Tux Shirt White, Female	\$23.00

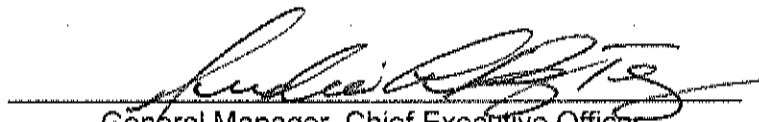


<p><b>TITLE/DESCRIPTION:</b></p> <p><b>CONTRACT:</b> OPERATOR AND SUPERVISOR UNIFORMS</p> <p><b>VENDOR:</b> WORKWEAR OUTFITTERS, LLC</p> <p><b>AMOUNT:</b> NTE \$1,500,000.00 FOR THREE YEARS WITH TWO, ONE-YEAR OPTIONS NTE \$500,000.00 EACH PER YEAR FOR TOTAL CONTRACT AMOUNT NTE \$2,500,000.00</p>	<p><b>Resolution No.:</b> 2022-100</p> <p><b>Date:</b> November 10, 2022</p> <p><b>Initiator:</b> Labor and Employee Relations</p>
<p><b>ACTION REQUEST:</b></p> <p><input checked="" type="checkbox"/> Approval   <input type="checkbox"/> Review/Comment   <input type="checkbox"/> Information Only   <input type="checkbox"/> Other _____</p>	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a contract for the furnishing of uniform services for the Authority's coach, paratransit and rail operators, Service Quality supervisors, dispatchers, and Customer Service representatives, as required under the Amalgamated Transit Union ("ATU") contract, for a period of three years with two, one-year options.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** This contract is needed for the furnishing of uniforms for the Authority's coach, paratransit and rail operators, Service Quality supervisors, dispatchers, and Customer Service representatives. These 1,200 employees are required to wear approved uniform items during the performance of their job duties. The operators and supervisors are currently entitled to a clothing allowance of \$450.00 per person per year. Customer Service representatives receive a \$250.00 clothing allowance. These services shall include, but are not limited to, providing all uniform items and alterations, if necessary; maintaining a store location convenient for all operators and supervisors; and record keeping and billings to support GCRTA's audit needs and monitoring of the employee uniform allowances.
  
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals ("RFP") was posted on the GCRTA Procurement web site and advertised in the local newspapers. Notifications of the solicitation were sent to four potential proposers. Twenty-four interested parties downloaded the solicitation and one responded on August 5, 2022. After evaluation by a panel of Authority employees in accordance with established Procurement Department policies and procedures, the proposal of Workwear Outfitters, LLC was determined to be in the best interest of the Authority. A cost analysis has been performed and the Procurement Department has determined the negotiated not to exceed amount of \$2,500,000.00 to be fair and reasonable to the Authority.
  
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
  
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** The procurement shall be funded from the General Fund, and Various Department budgets, in an estimated amount not to exceed \$1,500,000.00 for the base three years with two, one-year options in an amount not to exceed \$500,000.00 for each option year, for a total contract amount not to exceed \$2,500,000.00 for the five-year period, based upon a current total of 1,200 eligible employees. The reimbursable clothing allowance of \$450.00 per operator and/or supervisor and \$250.00 per customer service representative is set per the ATU agreement.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this award would prevent operators, supervisors, and customer service representatives from obtaining proper uniform items and maintaining a professional appearance.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the November 1, 2022 Organizational Services and Performance Monitoring Committee meeting. It is recommended that the proposal from Workwear Outfitters, LLC be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None.

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

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2022-100

AUTHORIZING CONTRACT NO. 2022-068 WITH WORKWEAR OUTFITTERS, LLC FOR THE FURNISHING OF OPERATOR AND SUPERVISOR UNIFORM SERVICES FOR A PERIOD OF THREE YEARS, IN AN AMOUNT NOT TO EXCEED \$1,500,000.00, WITH TWO, ONE-YEAR OPTIONS IN AN AMOUNT NOT TO EXCEED \$500,000.00 PER YEAR, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,500,000.00 FOR A PERIOD OF FIVE YEARS (GENERAL FUND, VARIOUS DEPARTMENT BUDGETS)

WHEREAS, the Authority requires that operators, supervisors and customer service representatives maintain a professional image and wear GCRTA approved uniform items; and

WHEREAS, the proposal of Workwear Outfitters, LLC located at 545 Marriott Drive, Nashville, TN 37214, for the furnishing of Operator and Supervisor Uniform Services for a period of three years with two, one-year options was received on August 5, 2022; and

WHEREAS, the Authority has a current total of 1,200 employees eligible for a maximum annual clothing allowance of \$450.00 under the Amalgamated Transit Union ("ATU") contract with the Authority, for an estimated contract amount not to exceed \$1,500,000.00 for the base three years and in an estimated amount not to exceed \$500,000.00 per option year, for a total estimated contract amount not to exceed \$2,500,000.00 for the five-year period; and

WHEREAS, the General Manager, Chief Executive Officer deems the proposal from Workwear Outfitters, LLC to furnish Operator and Supervisor Uniform Services to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Workwear Outfitters, LLC for the furnishing of Operator and Supervisor Uniform Services for a period of three years with two, one-year options, 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 Workwear Outfitters, LLC for said services for a period of three years with authority to exercise both option years.

Section 3. That said contract shall be payable from the General Fund, and Various Department budgets, in an estimated amount not to exceed \$1,500,000.00 for the base three years, with two, one-year options in an estimated amount not to exceed \$500,000.00 per year, for a total estimated contract amount not to exceed \$2,500,000.00 for the five-year period, based upon a current total of 1,200 eligible employees. The reimbursable clothing allowance of \$450.00 per operator and/or supervisor and \$250.00 per customer service representative is set per the ATU agreement.

Section 4. That said contract shall be binding upon and an obligation to the Authority contingent upon future funding, 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 the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Workwear Outfitters, LLC will attempt to exceed the 0% DBE goal assigned to this procurement.

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

Adopted: November 15, 2022

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary-Treasurer



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

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

From: India L. Birdsong Terry *JL Carter, Ph.D., Acting*  
General Manager, Chief Executive Officer

Date: November 11, 2022

Subject: Ratification and Time Extension to Contract No. 2014-054, Telecommunications  
Services.

At the November 15, 2022 Board of Trustees ("BOT") meeting, staff will seek approval for the ratification and time extension to Contract No. 2014-054, Telecommunication Services.

The need for this resolution was discussed by staff during the Internal Audit Quarterly Reports presented to the Board of Trustees at both the August 16, 2022 and November 3, 2022 Audit, Safety compliance and Real Estate Committee meetings. Based on the recommendations included in the November 3, 2022 Internal Audit Report, a resolution is included in your board package requesting this approval. More details supporting the need for this ratification and time extension are included in Section 2.0 of the Staff Summary and Comments section of the resolution. This contract was originally awarded as a result of a competitive procurement from the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program.

In order to finalize the transition of remaining services from this Contract to the 2021 agreement with AT&T, this Resolution will authorize the General Manager's change order authority be reset.

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

IBT/MD  
Attachment



<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> RATIFICATION AND TIME EXTENSION TO CONTRACT NO. 2014-054, TELECOMMUNICATION SERVICES  <b>VENDOR:</b> AT&T CORPORATION  <b>AMOUNT:</b> NTE \$352,627.00 FOR A TOTAL CONTRACT AMOUNT NTE \$2,695,157.00	<b>Resolution No.:</b> 2022-101
	<b>Date:</b> November 10, 2022
	<b>Initiator:</b> Innovation and Technology
<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 ratify and extend Contract No. 2014-054, Telecommunications Services, with AT&T Corporation.

2.0 **DESCRIPTION/JUSTIFICATION:** The Authority maintains a substantial voice and data network that connects various Authority facilities and systems and allows customers to access the Authority's public-facing services, such as the RTAanswerline and the riderta.com website. The network is comprised of private infrastructure and supplemented by leased telecommunications services, including, but not limited to, analog telephone service, local and long-distance service, off-premise extensions for emergency call boxes, direct inward-dial service, point-to-point data circuits, internet service, and metro-ethernet.

The ratification of \$352,627.00 is for various telecommunications services already performed. These services included critical network and voice connectivity between RTA facilities, as well as Internet access and public-facing services. Each of these services had unique term commitments commencing at their respective installation dates. As a result, individual services were not co-terminus. Over the course of the agreement, many individual services had to be extended to maintain critical network and voice connectivity, which allowed the Authority to maintain daily operations.

The time extension will extend the current contract term through February 28, 2023. The contract extension is necessary to prevent service interruptions while transitioning the remaining services to Contract No. 2021-152, AT&T Switched Ethernet On-Demand Services.

3.0 **PROCUREMENT BACKGROUND:** The Authority has been utilizing AT&T telecommunications services and connectivity since 2004. On June 10, 2014, the Board of Trustees, via Resolution No. 2014-04, authorized Contract No. 2014-054 for Telecommunications Services with AT&T Corporation for a period of 5 years.

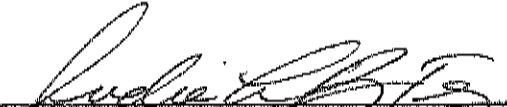
As telecommunications technology has evolved, the Authority entered into Contract No. 2021-152, Switched Ethernet On-Demand Services, with AT&T Corporation for a period of three years via Resolution No. 2021-095. This technology upgrade was required because AT&T discontinued the Authority's existing technology products. AT&T Switched Ethernet On-Demand is the replacement and updated technology. Certain remaining services on Contract No. 2014-054, Telecommunications Services, were transitioned to Contract No. 2021-152, AT&T Switched Ethernet On-Demand Services, via Change Order No. 1 in the amount of \$77,912.00. Change Order No. 1 was approved by the Change Order Committee on October 7, 2022, and approved by the General Manager, Chief Executive Officer on October 13, 2022. This contract extension allows the remaining services under Contract No. 2014-04 to be transitioned to Contract No. 2021-152 while maintaining connectivity.



A cost analysis has been performed, and the Procurement Department has determined that the pricing provided by AT&T Corporation is fair and reasonable for the Authority.

- 4.0 AFFIRMATIVE ACTION/ DBE BACKGROUND: The Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements included in the State Cooperative Purchasing program. Contract No. 2014-054 was the result of a cooperative procurement from the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The ratification in the amount of \$352,627.00 will be funded through the General Fund, Innovation and Technology Department budget, for a total contract amount not to exceed \$2,695,157.00.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer could result in substantial disruption to daily operations that rely on this connectivity.
- 8.0 RECOMMENDATION: It is recommended that this ratification and time extension be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to modify the contract.
- 9.0 ATTACHMENTS: None.

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

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

RESOLUTION NO. 2022-101

AUTHORIZING A RATIFICATION AND TIME EXTENSION TO CONTRACT NO. 2014-054 WITH AT&T CORPORATION FOR TELECOMMUNICATIONS SERVICES, IN AN AMOUNT NOT TO EXCEED \$352,627.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,695,157.00 (GENERAL FUND, INNOVATION & TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Authority identified the need to continue telecommunications services and connectivity; and

WHEREAS, by Resolution No. 2014-047, the Board of Trustees authorized a contract for Telecommunications Services with AT&T Corporation for a period of five years, in an amount not to exceed \$2,342,530.00; and

WHEREAS, the Authority required additional services in the amount of \$352,627.00, which was beyond the authorized contract amount, in order to continue telecommunications services and connectivity; and

WHEREAS, the Authority is requesting a contract price ratification of \$352,627.00 for services received under Contract No. 2014-054; and

WHEREAS, the Authority is also requesting a contract extension through February 28, 2023, which will allow the Authority to close out all remaining deliverables under Contract No. 2014-054 by the end of February 2023; and

WHEREAS, the General Manager, Chief Executive Officer has deemed these actions to be in the best interest of the Authority, price and all factors considered, 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 amount of \$352,627.00 for services under Contract No. 2014-054, which were beyond the General Manager, Chief Executive Officer's change order authority, is hereby ratified.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to execute a time extension through February 28, 2023 for Contract No. 2014-054 with AT&T Corporation.

Section 3. This ratification in the amount of \$352,627.00 will be funded through the General Fund, Innovation and Technology Department budget, for a total contract amount not to exceed \$2,695,157.00.

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

Section 5. That the General Manager, Chief Executive Officer's change order authority is reinstated in its entirety.

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

Adopted: November 15, 2022

\_\_\_\_\_

President

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



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

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

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

A handwritten signature in black ink, appearing to read 'India L. Birdsong Terry', enclosed in a simple oval scribble.

Date: November 10, 2022

Subject: Increase the appropriation to the Insurance Fund

For the November 15, 2022 Operational Planning & Infrastructure Committee meeting, staff will submit a resolution to increase the appropriation in the Insurance Fund. The Authority maintains an Insurance Fund to protect the Authority against catastrophic or extraordinary losses. The Insurance Fund must maintain a \$5 million balance, based upon the recommendation from the Authority's Director of Risk Management. The insurance premium and settlements of significant claims were reached after the preparation of the Fiscal Year (FY) 2022 Budget and were higher than budgeted. An increase of \$500,000 in the appropriation of the Insurance Fund must be made to pay the insurance premiums and claims settlements.

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


ILB/kms



TITLE/DESCRIPTION:  TO AMEND THE FISCAL YEAR 2022 REVENUES AND APPROPRIATIONS, AS ADOPTED IN RESOLUTION NOS. 2021-112, 2022-068, AND 2022-083 TO PROVIDE FOR AN INCREASE IN THE APPROPRIATION IN THE INSURANCE FUND IN THE AMOUNT OF \$500,000	Resolution No.: <b>2022-102</b>
	Date: November 10, 2022
	Initiator: Office of Management & Budget
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will authorize an amendment to increase the appropriations for the Fiscal Year (FY) 2022 Budget for the expenditures under the Insurance Fund.
- 2.0 DESCRIPTION/JUSTIFICATION: The Insurance Fund provides resources to protect the Authority against catastrophic or extraordinary losses. The insurance premiums and claims settlements during FY 2022 have been higher than initially budgeted. The proposed increase of \$500,000 in the appropriation to the Insurance Fund will cover the anticipated insurance premiums and claims settlements and maintain the recommended ending balance. The 2022 Budget was approved by the Board of Trustees through Resolution No. 2021-112 on December 21, 2021, and amended through Resolution Nos. 2022-068 on July 26, 2022, and through 2022-083 on August 23, 2022.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: The proposed amendment will increase the appropriation to the Insurance Fund, as established by Resolution Nos. 2021-112, 2022-068, and 2022-083.
- 6.0 ECONOMIC IMPACT: The proposed amendment will increase the appropriation to the Insurance Fund by \$500,000, from the current appropriation of \$2,993,000, to the amended appropriation of \$3,493,000.
- 7.0 ALTERNATIVES: Modify or not approve the budget amendment as proposed. This will prevent the Authority from paying premiums and claim settlements, which could have negative legal and financial consequences.
- 8.0 RECOMMENDATION: It is recommended that the Board approve the amendment to the FY 2022 budget to increase the appropriation in the Insurance Fund by \$500,000.
- 9.0 ATTACHMENTS: None.

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

  
General Manager, Chief Executive Officer

RESOLUTION NO. 2022-102

TO AMEND THE FISCAL YEAR 2022 REVENUES AND APPROPRIATIONS, AS ADOPTED IN RESOLUTION NOS. 2021-112, 2022-068, AND 2022-083, TO PROVIDE FOR AN INCREASE IN THE APPROPRIATION IN THE INSURANCE FUND IN THE AMOUNT OF \$500,000

WHEREAS, the Authority maintains an Insurance Fund to protect the Authority against catastrophic or extraordinary losses, and must maintain a minimum balance based on the recommendation of the Director of Risk Management; and

WHEREAS, the insurance premiums and claims settlements during FY 2022 have been higher than initially budgeted; and

WHEREAS, an increase in the appropriation of \$500,000 must be made to pay the insurance premiums and claim settlements from the Insurance Fund and maintain the recommended ending balance; and

WHEREAS, funds for this action are budgeted in the Insurance Fund; and

WHEREAS, the Board of Trustees adopted the 2022 Appropriation Budget on December 21, 2021 through Resolution No. 2021-112, and amended through Resolution Nos. 2022-068 on July 26, 2022, and 2022-083 on August 23, 2022; and

WHEREAS, it is in the best interest of the Authority to increase the appropriation in the Insurance Fund by \$500,000 for the payment of insurance premiums and claims settlements.

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

Section 1. That the 2022 Appropriation Budget is hereby amended as follows:

**INSURANCE FUND**

	<u>Current 2022 Appropriation</u>	<u>Amended 2022 Appropriation</u>	<u>Increase</u>
22 Risk Management Premium & Claims Outlay	\$2,993,000	\$3,493,000	\$500,000

Section 2. That all other provisions of Resolution Nos. 2021-112, 2022-068, and 2022-083, not otherwise amended, shall remain in full force and effect.

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

Adopted: November 15, 2022

\_\_\_\_\_  
President

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



Greater Cleveland  
Regional Transit Authority

Interoffice Memo

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

From: India L. Birdsong Terry *J. L. Cooper, Ph. D., Acting*  
General Manager, Chief Executive Officer

Date: November 11, 2022

Subject: Authorization to Execute Purchase and Sale Agreement for  
15583 Brookpark Road, Brookpark, OH

Staff seeks authorization to execute the Purchase and Sale Agreement and other related documents for the acquisition of 15583 Brookpark Road.

In a non-binding Letter of Intent, GCRTA made an offer of \$1,450,000.00 on August 16, 2022. Multiple competing offers necessitated that GCRTA increase its offer to \$1,500,000.00, which was accepted by the seller. GCRTA has completed its due diligence and received an independent appraisal confirming the fair market value of the purchase price.

The Purchase and Sale Agreement is prepared for execution at a price of \$1,500,000.00. Concurrence from the FTA is a required condition of closing.

To complete the acquisition of this property in 2022, funds have been amended into the Capital Improvements Budget Program for 2022. GCRTA will fund the purchase with 100% local funds unless a federal grant is amended to cover a portion of the purchase price.

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

IB/JR



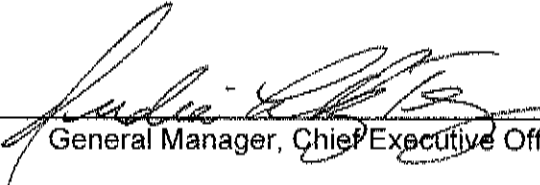
<b>TITLE/DESCRIPTION:</b>  <b>CONTRACT:</b> AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ACQUIRE 15583 BROOKPARK ROAD, BROOK PARK, OHIO, CUYAHOGA COUNTY PERMANENT PARCEL NUMBER 343-11-004  <b>SELLER:</b> XAPC, CO.  <b>AMOUNT:</b> \$1,500,000.00	<b>Resolution No.:</b> 2022-103
	<b>Date:</b> November 10, 2022
	<b>Initiator:</b> Programming & Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution seeks board approval of a purchase and sale agreement (Attachment A) with XAPC, Co. for the proposed purchase by the Greater Cleveland Regional Transit Authority (GCRTA) of the real estate located at 15583 Brookpark Road, Brook Park, OH 44142, Cuyahoga County Permanent Parcel Number 343-11-004, for the sum of \$1,500,000.00.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The property would be purchased to be utilized primarily as the new west side location for the Rail Facilities Maintenance group to service the west side rail stations and other properties along the Red Line. The purchase of property is necessitated by the anticipated relocation of the Rail Facilities Maintenance group. The rail car replacement program will require that the maintenance group's current space at the Brookpark Shop be used instead for the testing and commissioning of the new rail cars.  
  
 A non-binding letter of intent was executed by GCRTA on August 17, 2022 and accepted by XAPC, Co. on August 18, 2022 (Attachment B). In the subsequent weeks, GCRTA conducted due diligence investigations regarding the property which concluded that the property was suitable for GCRTA's intended use. The property was appraised at \$1,500,000.00 by a MAI appraiser on October 12, 2022 and confirmed by review appraisal on November 8, 2022.
  
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
  
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
  
- 5.0 **POLICY IMPACT:** The proposed purchase and sale agreement is consistent with the Real Estate Policies of the GCRTA. The proposed purchase is contingent upon final concurrence from the Federal Transit Administration.
  
- 6.0 **ECONOMIC IMPACT:** GCRTA has deposited \$10,000.00 with the escrow agent as earnest money. The balance of \$1,490,000.00 will be due at the closing of the transaction. The purchase price of one million five hundred thousand dollars (\$1,500,000.00) will be payable from 100% local funds or from eligible grant funding as may become available.
  
- 7.0 **ALTERNATIVES:** Without approval for GCRTA to execute a purchase and sale agreement and proceed to closing of the transaction, GCRTA will not be able to purchase this property. GCRTA will need to seek another property which can accommodate the Rail Facilities Maintenance group.



- 8.0 RECOMMENDATION: Staff recommends the approval for GCRTA to execute the purchase and sale agreement with XAPC, Co. and to proceed with the additional steps needed to complete this real estate purchase transaction.
- 9.0 ATTACHMENTS: Attachment A – Draft Purchase and Sale Agreement  
Attachment B – Letter of Intent

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

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

**\*\* DRAFT \*\***

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into between the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio ("Purchaser"), located at 1240 West 6<sup>th</sup> Street, Cleveland, Ohio 44113 and the **XAPC, CO., fka AVALON PRECISION CASTING CO.**, an Ohio corporation, ("Seller"), located at 15583 Brookpark Road, Brook Park, Ohio 44142, entered into under the authority of Purchaser's Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, 2022, 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 the parcel of real property and all improvements ("Property") located at 15583 Brookpark Road, Brook Park, Ohio 44142 comprised of 1.24 acres of real property and known as Cuyahoga County Permanent Parcel Number 343-11-004 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 ("Improvements"). 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** and **Exhibit C**, which are attached to and incorporated into this Agreement; and
- 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-way.

Seller acknowledges that the sale of the Property is subject to approval by the Federal Transit Administration and Purchaser's Board of Trustees (the "Required Approvals"). Seller acknowledges that this Agreement will not take effect until the Required Approvals occur.

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

- A. The total purchase price for the Property ("Purchase Price") shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) payable in cash, or immediately available funds, 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 44116 Attention: Deborah S. Furry, President / General Counsel, (Phone:440-333-8118 X203) [debfurry@northerntitle.com](mailto:debfurry@northerntitle.com).

- B. Purchaser shall deposit Ten Thousand Dollars (\$10,000.00) 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 Purchaser does not attain the Required Approvals; (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. below. If this transaction is not consummated for any other reason, the earnest money shall be disbursed to the Seller as the sole liquidated damages in the event Purchaser does not close on the Property.

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

- A. Seller shall arrange access for Purchaser during normal business hours, 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 by the Closing Date, then the Purchaser, upon demand by Seller, shall repair any damage to the Property caused by the Purchaser's investigation, tests and/or studies.
- B. The foregoing provision shall survive the termination of this Agreement.
- C. Seller shall promptly 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 if one exists; and
  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; and
  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; and

5. Any additional documents identified on Schedule 1 to the Letter of Intent between the parties dated August 17, 2022.

Seller shall use commercially reasonable efforts to secure the foregoing Seller's Deliveries from all vendors who have prepared them on behalf of Seller. In the event it is determined during the Due Diligence Period (as defined in Article 5) that Seller has not timely furnished any of the above Seller's Deliveries after written notice by Purchaser to Seller identifying the specific document or information Purchaser asserts was not timely furnished, the Due Diligence Period shall be extended by the number of days such delivery was delayed from the date of the written notice.

#### **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 Limited Warranty Deed, to be prepared by Seller and subject to Purchaser's approval.
- B. Seller shall obtain a commitment ("Commitment") issued by Escrow Agent for an ALTA Owner's Policy of Title Insurance Form 2021 ("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 Property. Purchaser may obtain an ALTA survey ("Survey") prior to the expiration of the initial Approval Period (as defined in Article 5), 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, which it shall undertake in good faith, 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 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. 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 Due Diligence Period and Approval Period (see Section 5 below), Purchaser may not object to 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, in writing, Purchaser may terminate this Agreement and (i) all Earnest Money shall be returned to Purchaser; (ii) Seller 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 by Seller, at Seller's sole cost and expense, 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 / DUE DILIGENCE & APPROVAL PERIODS / CONDITIONS**

- A. The Closing Date shall be thirty (30) 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, Liens and other encumbrances.
- B. Seller and Purchaser acknowledge that as of the date of execution of this Agreement, Seller has provided Purchaser with Seller's Deliveries of the due diligence items in Seller's possession or control. Purchaser shall have a forty-five (45) day due diligence period ("Due Diligence Period") beginning on the Purchaser's receipt of the Seller's Deliveries, during which Purchaser may

investigate and evaluate the potential of the Property for the Purchaser's desired uses, 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 Due Diligence Period. If during the Due Diligence Period Purchaser determines that, for any reason, the Property is not suitable, 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 prior to the end of the Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate based on environmental issues, geotechnical issues and engineering studies.

- C. Purchaser shall have a sixty (60) day approval period ("Approval Period") beginning on the execution of the Agreement (assuming Purchaser is proceeding with the purchase) in which to obtain the Required Approvals of the purchase by the Greater Cleveland Regional Transit Authority Board of Trustees and the concurrence of the FTA. This Approval Period may be extended by mutual agreement.
- D. Prior to the expiration of the Due Diligence Period, Purchaser shall have the right to terminate this Agreement, in its sole discretion, by providing written notice of termination to Seller, 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.
- E. In the interest of expediting this transaction, the Parties may commence the due diligence process or other components of the contemplated transaction prior to execution of this Agreement. The status of progress on the due diligence process or other components of the transaction will be described in Exhibit D, attached hereto.

## **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") and any general and special assessments levied against the Property according to the most recent tax bill for the Property. Such proration shall be final.

## **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, Liens or other encumbrances;
  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, and subject to receipt of the Required Approvals, 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; and
  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 materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing Date.
- 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. Except as otherwise expressly set forth herein, the Purchaser acknowledges that 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. One-half (1/2) of the cost of the issuance of the Owner's policy;

2. the cost of any special endorsements to the Owner's policy required by Purchaser;
  3. One-half (1/2) of the escrow fee; and
  4. Amounts due Seller by reason of prorations hereunder.
- 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 preparing and recording the Deed;
  2. The cost of issuance of the title commitment;
  3. One-half (1/2) of the cost of issuance of the Owner's policy;
  4. The cost of the Transfer Tax and any other documentary stamps or transfer or conveyance fees;
  5. Any amounts that are required to satisfy any outstanding Liens;
  6. One-half (1/2) of the escrow fee;
  7. Amounts due Purchaser by reason of prorations hereunder; and
  8. The brokers' commissions.

#### **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 except Eliot Kijewski, SIOR of CRESCO Real Estate, who represented Seller, and who will be paid a sales commission by the Seller at Closing pursuant to a separate 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 declare this Agreement terminated and all Earnest Money 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 except those rights or obligations specifically identified in this Agreement as surviving the termination of this Agreement.
- 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, and the Earnest Money, 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 except those rights or obligations specifically identified in this Agreement as surviving the termination of this Agreement.

#### 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:

Mel B. Kman  
President  
XAPC Co.  
c/o The Kemper Company  
21851 Center Ridge Road, Suite 408  
Rocky River, Ohio 44116

With a copy to:

Tim Warner, Esq.  
25935 Detroit Road, #200  
Westlake, Ohio 44145

If to Purchaser:

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: General Counsel, Deputy General Manager for Legal Affairs

- 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 not assign its rights and obligations under this Agreement without the prior written consent of the Seller, which shall not be unreasonably withheld.
- 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 reasonable costs and reasonable attorneys' fees, 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, including zoning, provided any re-zoning shall only be effective after Closing.
- F. This Agreement shall be construed in accordance with the laws of the State of Ohio, without giving effect to its conflict of law and rules. 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. In the event of any litigation between Purchaser and Seller related to this Agreement, the interpretation or construction thereof, or the transaction contemplated in this Agreement, Purchaser and Seller agree to the exclusive jurisdiction thereof of the federal and state courts located in Cuyahoga County, Ohio.
- 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:

**XAPC, Co. fka Avalon Precision Casting Company**

By: \_\_\_\_\_  
Mel B. Kman  
President

Date: \_\_\_\_\_, 2022

PURCHASER:

**The Greater Cleveland Regional Transit Authority**

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

Date: \_\_\_\_\_, 2022

**APPROVED AS TO LEGAL FORM AND  
CORRECTNESS**

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named **XAPC, Co.**, an Ohio corporation, by Mel B. Kman, its President, who acknowledged to me that he did sign the foregoing instrument as such officer of said corporation and that the same is his free act and deed, and that of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 **Greater Cleveland Regional Transit Authority** a political subdivision of the State of Ohio, by India L. Birdsong Terry, 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 Cleveland, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

EXHIBIT A

COPY OF RESOLUTION 2022-\_\_\_\_\_



# EXHIBIT B - Property Location



Date Created: 9/14/2022

### Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel



1:1,200



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

EXHIBIT C

LEGAL DESCRIPTION

EXHIBIT D

STATUS OF PROGRESS ON TRANSACTION

- Due Diligence Period was completed on October 20, 2022
- Title Commitment was received by Purchaser on November 3, 2022



ATTACHMENT B



Greater Cleveland  
Regional Transit Authority

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

August 17, 2022

Mr. Eliot Kijewski, SIOR  
CRESCO Real Estate  
3 Summit Park Drive, Suite 200  
Cleveland, Ohio 44131

Via E-Mail Delivery to: ekijewski@crescorealestate.com

**RE: Letter of Intent for Purchase and Sale of certain real property situated in the City of Brookpark, County of Cuyahoga, State of Ohio, and a street address of 15583 BROOKPARK RD, BROOKPARK, OH 44142; consisting of an approximately 33,490 +/- SF building on approximately 1.24 acres of real property with a PPN of 343-11-004 together with all tenements, hereditaments, and appurtenances thereto, and all improvements situated thereon (collectively, the "Property")**

Dear Mr. Kijewski:

This letter will confirm the intention of the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio, or its nominee ("Buyer") to purchase **15583 BROOKPARK RD BROOKPARK, OH 44142** from **XAPC, CO., fka Avalon Precision Casting Company**, ("Seller") the owner of the above-referenced Property. The principal terms of the Buyer's acquisition of the Property from Seller shall be as follows:

Purchase Price: The purchase price for the Property shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00).

Earnest Money: An earnest money deposit \$10,000.00 of the purchase price (the "Initial Earnest Money") shall be delivered to Northern Title Agency, 19545 Center Ridge Road, Rocky River, OH 44116 Attn: Deborah S. Furry, President, PH (440) 333-8118 (who shall act as escrow agent in accordance with the terms of its standard escrow agreement) within ten (10) days of Buyer's receipt of a fully executed original of a mutually agreeable purchase and sale agreement memorializing the terms of this letter of intent. The Earnest Money shall be fully refundable to Buyer during the Due Diligence Period.

Due Diligence Documents:

Within five (5) days after the full execution of a definitive purchase and sale agreement, Seller shall deliver to Buyer copies of documents set forth on Schedule 1 attached hereto and incorporated herein and any other reports concerning the Property in the possession or control of Seller (the "Due Diligence Documents").



Greater Cleveland  
Regional Transit Authority

Due Diligence Period: Buyer shall have Forty-Five (45) days from Buyer's receipt of the Due Diligence Documents (the "Initial Due Diligence Period") to complete its due diligence, including but not limited to structure, lease, appraisals, environmental, engineering, soil borings and geotechnical analysis, surveys, zoning and title review and any other due diligence Buyer deems necessary.

Contingencies: Buyer's obligations to close shall be conditioned upon the satisfaction, in the Buyer's sole discretion, of the following conditions prior to the expiration of the Due Diligence Periods: Buyer determining that the Property and all due diligence investigations are satisfactory to Buyer, including, but not limited to: building inspection including roof, parking lot, expandability, mechanicals, etc.; environmental and soil testing when required; concurrence from the Federal Transit Administration (FTA); and approval of the Greater Cleveland Regional Transit Authority Board of Trustees.

Closing: "Closing" shall occur thirty (30) days after expiration of due diligence and approval by the Greater Cleveland Regional Transit Authority Board of Trustees and concurrence from the FTA.

Closing Costs: Seller shall bear the following fees and expenses incurred in connection with the Closing: (i) preparation and recording of the deed, (ii) the cost of issuance of the title commitment, (iii) one-half ( $\frac{1}{2}$ ) of the cost of issuance of the owners policy, (iv) any conveyance fees, documentary stamps or transfer taxes, and (v) one-half ( $\frac{1}{2}$ ) of the escrow fee (vi) commission of 6%.

Buyer shall bear the following fees and expenses incurred in connection with the Closing: (i) one-half ( $\frac{1}{2}$ ) of the cost of issuance of the owners policy, (ii) the cost of any special endorsements to the owners policy required by Buyer or Buyer's lender, (iii) the costs of recording any mortgage granted by Buyer, and (iv) one-half ( $\frac{1}{2}$ ) of the escrow fee.

Broker: Eliot Kijewski, SIOR, Bob Garber, SIOR, and George Pofok, CCIM-SIOR of CRESCO Real Estate are representing the Seller. The seller shall pay a 6% fee to CRESCO LTD upon closing. Both Seller and Buyer understand dual agency and have been provided a State of Ohio Agency Disclosure Form

Confidential: The parties will keep the terms and conditions of this letter of intent, the facts of its existence and all transactions contemplated hereby in confidence and shall cooperate with each other regarding all press releases and public statements concerning this transaction. Nothing set forth herein shall prevent either party from disclosing information to its professional advisors and partners, provided they agree to be bound by the



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Regional Transit Authority


confidentiality set forth herein. Nothing set forth herein shall prevent Buyer from producing records as required to comply with its obligations as a public office under Ohio's Public Records Act (Ohio Revised Code §149.43) or fulfilling its obligation as a public body to comply with Ohio's Open Meetings Act (Ohio Rev. Code §121.22).

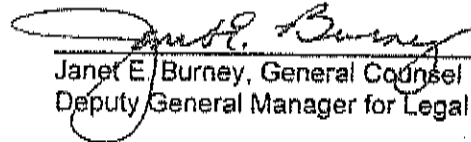
Expiration of Offer: This offer shall expire on August 22, 2022 at 5:00 pm EST.

This proposal is not, and is not intended to be, legally binding. If this proposal is acceptable to Seller, the parties shall proceed promptly toward negotiation and execution of the definitive purchase and sale agreement (prepared by Buyer). Except as otherwise set forth herein, only such definitive agreement shall legally bind Buyer and Seller in connection with the transaction contemplated herein.

Sincerely,

APPROVED AS TO LEGAL FORM AND  
CORRECTNESS:

  
India L. Birdsong  
General Manager, Chief Executive Officer

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

MBF

Agreed and Accepted:

By: MEL BKMAN (MEL BKMAN)

Title: PRESIDENT

XAPC, Co., fka Avalon Precision Castings Company

Date: 8/18/2022

## **Schedule 1**

### **Due Diligence Documents**

Within five (5) days after the full execution of a definitive purchase and sale agreement, Seller shall deliver to Buyer (that the seller has control and or knowledge of) copies of:

1. Any existing title policy and survey.
2. All zoning, wetlands, environmental, structural, mechanical, and/or geological site assessments and/or reports.
3. Copies of all warranties.
4. Copies of all service contracts.
5. Property tax statements.
6. A copy of the tax credit application and any supporting paperwork
7. Copies of all maintenance files and/or logs (most-recent 3 years).
8. A detailed breakdown of all capital expenses incurred at the Property (most-recent 3 years).
9. Copies of all agreements, correspondence and files regarding zoning, assessments, local code issues, the highway department, and any other state or local governmental agency.
10. Utility account numbers and vendors.
11. Any other documents and/or reports concerning the Property in the possession or control of Seller.
12. Environmental reports.
13. AutoCAD files or full blueprints.

RESOLUTION NO. 2022-103

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH XAPC, CO. FOR THE PURCHASE OF 15583 BROOKPARK ROAD, BROOK PARK, OHIO, CUYAHOGA COUNTY PERMANENT PARCEL NUMBER 343-11-004, FOR THE SUM OF \$1,500,000.00

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") anticipates that the Rail Facilities Maintenance group will need to relocate in order to allow for the testing of rail vehicles as part of the railcar replacement program; and

WHEREAS, GCRTA identified the property located at 15583 Brookpark Road, Brook Park, Ohio, Cuyahoga County Permanent Parcel Number 343-11-004, as suitable real property to be used for the new facility for the Rail Facilities Maintenance group to service the west side rail stations and other facilities along the Red Line; and

WHEREAS, GCRTA and XAPC, Co. negotiated a purchase price of \$1,500,000.00 for the property; and

WHEREAS, GCRTA has conducted appropriate due diligence investigations and appraisals of the property, which investigations and appraisals confirmed the suitability of the property for GCRTA's needs and the purchase price of \$1,500,000.00; and

WHEREAS, completion of this real estate transaction and acquisition of this property is contingent upon final concurrence from the Federal Transit Administration; and

WHEREAS, entering into a purchase and sale agreement with the property seller, will allow the GCRTA to continue and finalize the transaction to purchase this real estate.

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

Section 1. That the purchase price of \$1,500,000.00 is documented as fair market value by MAI appraisal report and confirmed by a review appraisal report.

Section 2. That the General Manager, Chief Executive Officer is hereby authorized to execute a purchase and sale agreement with the property seller in the amount of \$1,500,000.00 and is further authorized to execute other documents as required to complete the real estate transaction.

Section 3. That the purchase price shall be payable from 100% local funds or from eligible grant funding as may become available.

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

Adopted: November 15, 2022

\_\_\_\_\_  
President

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

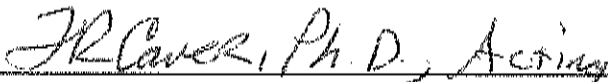


<b>TITLE/DESCRIPTION:</b>  REMOVING CERTAIN SECTIONS FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND AMENDING THE CORRESPONDING PERSONNEL POLICIES	<b>Resolution No.:</b> 2022-104
	<b>Date:</b> November 10, 2022
	<b>Initiator:</b> Human Resources
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will remove Sections 644.01 Work Week and Hours, 644.02 Compensation, 644.03 Payroll Checks, 644.04 Payroll Deductions, 644.05 Overtime and 644.06 Call-out Policy for Exempt Employees from the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority as duplicative of Personnel Policies 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06, respectively. This resolution will also amend those Personnel Policies.
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority.  
  
 Human Resources provisions are located in three places: (1) the Code Book, which provides the broad, overarching guidance for the Authority enacted by the Board of Trustees; (2) the Personnel Policies, which govern day-to-day operations and are approved by the Board of Trustees and (3) the Personnel Procedures, which contain detailed procedures that are not approved by the Board of Trustees. The proposed amendment will remove provisions from the Code Book that are exact duplicates of certain Personnel Policies and amend the affected 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 eliminate the duplication of provisions in the Code Book and the Personnel Policies and update the Personnel Policies.
  
- 6.0 **ECONOMIC IMPACT:** Does not apply.
  
- 7.0 **ALTERNATIVES:** Not adopting this resolution. Not adopting this resolution would leave the same provisions in both the Code Book and the Personnel Policies and would leave the Personnel Policies without certain clarifications.
  
- 8.0 **RECOMMENDATION:** This resolution was discussed at the November 1, 2022 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.

- 9.0 ATTACHMENTS: A. Red-line of proposed removal of Sections 644.01, 644.02, 644.03, 644.04, 644.05 and 644.06  
B. Red-line of proposed amendments to Personnel Policies 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06

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

### EMPLOYEE COMPENSATION

#### ~~644.01 WORK WEEK AND HOURS:~~

~~(a) The normal work week for full-time non-bargaining non-exempt Authority employees is forty hours, generally five days per week, eight hours per day with a lunch period of uniform duration established by the department director. Lunch periods are unpaid and employees should be relieved from duty during this time.~~

~~(b) A flextime program allows an employee to choose, within specified limits, the daily hours of work preferred. Thus, employees in a particular department or section may have different starting and finishing times, but will work the same required number of hours per week.~~

~~(c) A department head shall not approve flextime for employees in any department where it is determined that the normal operation of the Authority cannot be maintained.~~

~~(Res. 2001-119, Passed 8-21-01; Res. 2013-95, Passed 9-17-13.)~~

#### ~~644.02 COMPENSATION:~~

~~(a) Compensation practices shall comply with sound personnel management principles. Efforts shall be made to compensate employees fairly and equitably in accordance with applicable laws and regulations. Employees subject to collective bargaining agreements shall be compensated in accordance with the terms and conditions of those agreements.~~

~~(b) In accordance with Article IV, Section 2 of the Greater Cleveland Regional Transit Authority Bylaws, the Board will set pay ranges for each grade of classified positions, as well as the pay ranges for all unclassified positions, subject to any legal or contractual limitation. The pay ranges will include both minimum and maximum compensation for each grade of classified positions and each unclassified position, with the maximum compensation for each being not less than 150 percent of the minimum. The CEO, General Manager/Secretary-Treasurer will determine the compensation of each individual employee within the pay range determined by the Board for that grade or position.~~

~~(c) Any employee promoted to a higher classification shall advance to the pay range designated for the classification at a rate within the range that reflects internal equity and/or market competitiveness as determined by the CEO, General Manager/Secretary-Treasurer.~~

~~(d) If a new position is established, the Director of Human Resources shall~~



~~develop a job description and job title, evaluate the position to designate the appropriate grade level and pay range, and assign a classification number.  
(Res. 2002-96, Passed 5-21-02; Res. 2013-95, Passed 9-17-13.)~~

#### ~~644.03 PAYROLL CHECKS.~~

~~(a) The anticipated annual salary received by an exempt employee, as defined by FLSA, is divided into twenty-six equal parts. Exempt employees will receive the same, predetermined weekly salary for each week in which work is performed in accord with State and Federal law. Payroll checks, therefore, cover a full two-week period, starting on Sunday morning of the first week and terminating on Saturday of the second week. Non-exempt employees will be paid their regular rate of pay for all hours up to forty worked in each seven-day work period and time and a half their regular rate for overtime hours worked thereafter.~~

~~(b) The GCRTA utilizes a direct deposit program and all employees are encouraged to avail themselves of this service.  
(Res. 2001-119, Passed 8-21-01; Res. 2013-95, Passed 9-17-13.)~~

#### ~~644.04 PAYROLL DEDUCTIONS.~~

~~(a) There are two types of payroll deductions that the Authority shall be authorized to make from employee wages:~~

- ~~(1) Mandatory. Mandatory payroll deductions are made for Federal, State and local withholding taxes; the Public Employees Retirement System (PERS); and all court-mandated deductions. Social Security tax is deducted for Medicare for employees hired after April 1, 1986.~~
- ~~(2) Voluntary. Employees may authorize deductions from wages for such items as hospitalization insurance, life insurance, U.S. Savings Bonds, charity choice contributions, agency fee/union dues, credit union deductions, and deferred compensation contributions~~

~~(b) For those employees subject to withholding payments mandated by the Court or the Child Support Enforcement Agency, the Authority is mandated by law to notify the Court or CSEA of any lump sum payment of one hundred fifty dollars (\$150.00) or more. The Authority is further mandated by law to hold said lump sum payment for thirty days after the payment date and upon order of the Court or CSEA, to pay any specified amount of the lump sum payment to the Division of Child Support.~~

~~(c) The GCRTA may otherwise deduct money from an exempt employee's salary for full-day absences for personal reasons or as otherwise permitted by applicable Federal and State law.  
(Res. 2001-119, Passed 8-21-01; Res. 2013-95, Passed 9-17-13.)~~

#### ~~644.05 OVERTIME.~~

~~(a) Overtime is defined as hours worked beyond the normal work week. In accordance with the Fair Labor Standards Act, positions are classified as exempt or non-exempt from the wage and hour provisions based on the nature of the duties. Non-exempt positions are subject to a minimum wage and time and one-half rates of pay for hours worked beyond forty in one week. Typically, this includes clerical, technical, and unskilled positions. Exempt positions are not subject to the wage and hour provisions if the nature of the duties meets defined criteria. Typically, this includes executive, administrative, and professional positions. For those employees designated as eligible for overtime (non-exempt), additional time worked beyond the normal work week must be authorized by the immediate supervisor and approved by the department director. Employees will be paid for all hours actually worked, but employees who work overtime without prior authorization may be subject to disciplinary action.~~

~~(b) For purposes of this section, the number of hours worked shall be deemed to include only hours actually worked.~~

~~(c) Supervisors shall not authorize work in excess of forty hours for non-exempt employees unless an appropriation in the department budget is available for payment.~~

~~(d) In lieu of overtime payment and for non-bargaining employees, a supervisor and a non-exempt employee may agree in advance to accrue compensatory time on a time and one-half basis. At no time will any non-exempt employee accrue more than forty hours of compensatory time. Accrued compensatory time off may be granted to the employee by his or her supervisor at a mutually convenient time.~~

~~(e) Payment for accrued compensatory time not used upon termination of employment shall be calculated at the average regular rate of pay for the final three years of employment, or the final regular rate received by the employee, whichever is higher.~~

~~(f) Employees in exempt positions, as defined in the Fair Labor Standards Act, will not receive compensation, either by payment of overtime or by compensatory time off, for additional time worked beyond the normal work week, except as stated in the Call-Out Policy.~~

~~(Res. 2001-119, Passed 8-21-01; Res. 2012-95, Passed 9-17-13.)~~

#### ~~644.06 CALL-OUT POLICY FOR EXEMPT EMPLOYEES.~~

~~The salaries of exempt employees are based on compensation for performance of a job rather than performance on a time basis. In general, it is expected that an~~

# ATTACHMENT B TO STAFF SUMMARY

## Section 400 – Compensation & Benefits

### A. Employee Compensation

#### 400.01 WORK WEEK AND HOURS

The normal work week for full-time non-bargaining non-exempt Authority employees is forty (40) hours, generally five days per week, eight hours per day with a lunch period of uniform duration established by the department director. Lunch periods are unpaid and employees ~~should~~ must be relieved from duty during this time.

A ~~Flextime~~ flextime program allows an employee to choose, within specified limits, the daily hours of work preferred. Thus, employees in a particular department or section may have different starting and finishing times, but will work the same required number of hours per week.

A flextime program shall be approved at the discretion of an employee's department director. A department head-director shall not approve flextime for employees in any department where it is determined that the normal operation of the Authority cannot be maintained.

#### 400.02 COMPENSATION

Compensation practices shall comply with sound personnel management principles. Efforts shall be made to compensate employees fairly and equitably in accordance with applicable laws and regulations. Employees subject to collective bargaining agreements shall be compensated in accordance with the terms and conditions of those agreements.

In accordance with Article IV, Section 2 of the Greater Cleveland Regional Transit Authority Bylaws, the Board will set pay ranges for each grade of classified positions, as well as the pay ranges for all unclassified positions, subject to any legal or contractual limitation. The pay ranges will include both minimum and maximum compensation for each grade of classified positions and each unclassified position, ~~with the maximum compensation for each being not less than 150 percent of the minimum.~~

The CEO-Deputy General Manager- Human Resources as designated by the General Manager/Secretary-Treasurer, Chief Executive Officer will determine the compensation of each individual employee within the pay range determined by the Board for that grade or position.

Any employee promoted to a higher classification shall advance to the pay range designated for the classification at a rate within the range that reflects internal equity and/or market competitiveness as determined by the Deputy General Manager-Human Resources as designated by the CEO-General Manager/Secretary-Treasurer, Chief Executive Officer.

If a new position is established, the ~~Director of~~ Deputy General Manager – Human Resources shall develop a job description and job title for the new position, evaluate the new position to designate the appropriate grade level and pay range, and assign the new position a classification number.

#### 400.03 PAYROLL CHECKS

The anticipated annual salary received by an exempt employee, as defined by the Fair Labor Standards Act ("FLSA"), is divided into twenty-six equal parts. Exempt employees will receive the same, predetermined weekly salary for each week in which work is performed in accordance with state and federal law. Payroll checks, therefore, cover a full two-week period, starting on Sunday morning of the first week and terminating on Saturday of the second week. Non-exempt employees will be paid their regular rate of pay for all hours up to forty (40) worked in each seven-day work period, and time and a half their regular rate for any overtime hours worked past forty (40) hours thereafter, as authorized by the immediate supervisor and approved by the department director.

The GCRTA utilizes a direct deposit program and all employees are encouraged to avail themselves of this service.

#### 400.04 PAYROLL DEDUCTIONS

There are two types of payroll deductions that the Authority shall be authorized to make from employee wages:

(a) **Mandatory:** Mandatory payroll deductions are made for applicable Federal, State, and local withholding taxes; the Ohio Public Employees Retirement System ("OPERS"); and all court-mandated deductions. Social Security tax is deducted for Medicare for employees hired after April 1, 1986.

(b) **Voluntary:** Employees may authorize deductions from wages for such items as hospitalization, healthcare, vision, optical, and dental insurance, life insurance, U.S. Savings Bonds, charity choice contributions, agency fee/union dues, credit union deductions, and deferred compensation contributions, and additional tax deductions beyond those required by law. For those employees subject to withholding payments mandated by the a Court or the a Child Support Enforcement Agency ("CSEA"), the Authority is mandated by law to notify the Court or CSEA of any lump sum payment of one hundred fifty dollars (\$150.00) or more. The Authority is further mandated by law to hold said lump sum payment for thirty (30) days after the payment date and upon order of the Court or CSEA, to pay any specified amount of the lump sum payment to the Division of Child Support.

The GCRTA may otherwise deduct money from an exempt employee's salary for full day absences for personal reasons or as otherwise permitted by applicable federal and state law.

#### 400.05 OVERTIME

Overtime is defined as hours worked beyond the normal forty (40) hour work week. In accordance with the Fair Labor Standards Act ("FLSA"), positions are classified as exempt or non-exempt from the wage and hour provisions based on the nature of the duties. Non-exempt positions are subject to a minimum wage and time and one-half rates of pay for hours worked

beyond forty (40) hours in one week. Typically, this includes clerical, technical, and unskilled positions. Exempt positions are not subject to the wage and hour provisions if the nature of the duties meets defined criteria. Typically, this includes executive, administrative, and professional positions. For those employees designated as eligible for overtime (non-exempt), additional time worked beyond the normal work week must be authorized by the immediate supervisor and approved by the department director. Employees will be paid for all hours actually worked, but employees who work overtime without prior authorization may be subject to disciplinary action.

For purposes of this section, the number of hours worked shall be deemed to include only hours actually worked.

Supervisors shall not authorize work in excess of forty (40) hours for non-exempt employees unless an appropriation in the department budget is available for payment.

In lieu of overtime payment and for non-bargaining, non-exempt employees, a supervisor and a non-exempt employee may agree in advance to accrue compensatory time on a time and one-half basis for hours worked in excess of forty (40) hours in one week. At no time will any non-exempt employee accrue more than forty (40) hours of compensatory time. Accrued compensatory time off may be granted to the employee by his or her supervisor at a mutually convenient time.

Payment for accrued compensatory time not used upon termination of employment shall be calculated at the average regular rate of pay for the final three years of employment, or the final regular rate received by the employee, whichever is higher.

Employees in exempt positions, as defined in the Fair Labor Standards Act (FLSA), will shall not receive compensation, either by payment of overtime or by compensatory time off, for additional time worked beyond the normal work week, except as stated in the Call-Out Policy.

#### **400.06 CALL-OUT FOR EXEMPT EMPLOYEES**

The salaries of exempt employees are based on compensation for performance of a job rather than performance on a hours time basis worked. In general, it is expected that an exempt employee will work overtime, when requested, without additional compensation in order to accomplish a specific assignment. However, it is recognized that business circumstances can arise which create a need for an employee to be called-out in response to an emergency or other unusual or special circumstance. When such situations occur, eligible exempt employees may receive call-out compensation at the discretion of the General Manager, Chief Executive Officer or their designee.

RESOLUTION NO. 2022-104

REMOVING SECTIONS 644.01 WORK WEEK AND HOURS, 644.02 COMPENSATION, 644.03 PAYROLL CHECKS, 644.04 PAYROLL DEDUCTIONS, 644.05 OVERTIME AND 644.06 CALL-OUT POLICY FOR EXEMPT EMPLOYEES FROM THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AS DUPLICATIVE OF PERSONNEL POLICIES 400.01, 400.02, 400.03, 400.04, 400.05 AND 400.06, RESPECTIVELY, AND AMENDING THOSE 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 Sections 644.01 Work Week and Hours, 644.02 Compensation, 644.03 Payroll Checks, 644.04 Payroll Deductions, 644.05 Overtime and 644.06 Call-out Policy for Exempt Employees, should be removed because they duplicate Personnel Policies 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06; and

WHEREAS, the Authority has also determined that Personnel Policies 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06 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 Sections 644.01 Work Week and Hours, 644.02 Compensation, 644.03 Payroll Checks, 644.04 Payroll Deductions, 644.05 Overtime and 644.06 Call-out Policy for Exempt Employees are hereby removed from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and retained as Sections 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06 of the Personnel Policies.

Section 2. That Personnel Policies 400.01, 400.02, 400.03, 400.04, 400.05 and 400.06 are hereby amended to read as specified in Attachment A hereto.

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 - Personnel Policies 400.01 – 400.06

Adopted: November 15, 2022

\_\_\_\_\_  
President

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

# ATTACHMENT A TO RESOLUTION

## Section 400 – Compensation & Benefits

### A. Employee Compensation

#### 400.01 WORK WEEK AND HOURS

The normal work week for full-time non-bargaining non-exempt Authority employees is forty (40) hours, generally five days per week, eight hours per day with a lunch period of uniform duration established by the department director. Lunch periods are unpaid and employees must be relieved from duty during this time.

A flextime program allows an employee to choose, within specified limits, the daily hours of work preferred. Thus, employees in a particular department or section may have different starting and finishing times, but will work the same required number of hours per week.

A flextime program shall be approved at the discretion of an employee's department director. A department director shall not approve flextime for employees in any department where it is determined that the normal operation of the Authority cannot be maintained.

#### 400.02 COMPENSATION

Compensation practices shall comply with sound personnel management principles. Efforts shall be made to compensate employees fairly and equitably in accordance with applicable laws and regulations. Employees subject to collective bargaining agreements shall be compensated in accordance with the terms and conditions of those agreements.

In accordance with Article IV, Section 2 of the Greater Cleveland Regional Transit Authority Bylaws, the Board will set pay ranges for each grade of classified positions, as well as the pay ranges for all unclassified positions, subject to any legal or contractual limitation. The pay ranges will include both minimum and maximum compensation for each grade of classified positions and each unclassified position.

The Deputy General Manager- Human Resources as designated by the General Manager, Chief Executive Officer will determine the compensation of each individual employee within the pay range determined by the Board for that grade or position.

Any employee promoted to a higher classification shall advance to the pay range designated for the classification at a rate within the range that reflects internal equity and/or market competitiveness as determined by the Deputy General Manager-Human Resources as designated by the General Manager, Chief Executive Officer.

If a new position is established, the Deputy General Manager – Human Resources shall develop a job description and job title for the new position, evaluate the new position to designate the appropriate grade level and pay range, and assign the new position a classification number.

#### **400.03 PAYROLL CHECKS**

The anticipated annual salary received by an exempt employee, as defined by the Fair Labor Standards Act ("FLSA"), is divided into twenty-six equal parts. Exempt employees will receive the same, predetermined weekly salary for each week in which work is performed in accordance with state and federal law. Payroll checks, therefore, cover a full two-week period, starting on Sunday morning of the first week and terminating on Saturday of the second week. Non-exempt employees will be paid their regular rate of pay for all hours up to forty (40) worked in each seven-day work period, and time and a half their regular rate for any overtime hours worked past forty (40) hours thereafter, as authorized by the immediate supervisor and approved by the department director.

The GCRTA utilizes a direct deposit program and all employees are encouraged to avail themselves of this service.

#### **400.04 PAYROLL DEDUCTIONS**

There are two types of payroll deductions that the Authority shall be authorized to make from employee wages:

(a) **Mandatory:** Mandatory payroll deductions are made for applicable federal, state and local withholding taxes; the Ohio Public Employees Retirement System ("OPERS"); and all court-mandated deductions. Social Security tax is deducted for Medicare for employees hired after April 1, 1986.

(b) **Voluntary:** Employees may authorize deductions from wages for such items as healthcare, vision, and dental insurance, life insurance, U.S. Savings Bonds, charity choice contributions, agency fee/union dues, credit union deductions, deferred compensation contributions, and additional tax deductions beyond those required by law. For those employees subject to withholding payments mandated by a court or a child support enforcement agency ("CSEA"), the Authority is mandated by law to notify the court or CSEA of any lump sum payment of one hundred fifty dollars (\$150.00) or more. The Authority is further mandated by law to hold said lump sum payment for thirty (30) days after the payment date and upon order of the court or CSEA, to pay any specified amount of the lump sum payment to the Division of Child Support.

The GCRTA may otherwise deduct money from an exempt employees' salary for full day absences for personal reasons or as otherwise permitted by applicable federal and state law.

#### **400.05 OVERTIME**

Overtime is defined as hours worked beyond the normal forty (40) hour work week. In accordance with the Fair Labor Standards Act ("FLSA"), positions are classified as exempt or non-exempt from the wage and hour provisions based on the nature of the duties. Non-exempt positions are subject to a minimum wage and time and one-half rates of pay for hours worked beyond forty (40) hours in one week. Typically, this includes clerical, technical, and unskilled



positions. Exempt positions are not subject to the wage and hour provisions if the nature of the duties meets defined criteria. Typically, this includes executive, administrative, and professional positions. For those employees designated as eligible for overtime (non-exempt), additional time worked beyond the normal work week must be authorized by the immediate supervisor and approved by the department director. Employees will be paid for all hours actually worked, but employees who work overtime without prior authorization may be subject to disciplinary action.

For purposes of this section, the number of hours worked shall be deemed to include only hours actually worked.

Supervisors shall not authorize work in excess of forty (40) hours for non-exempt employees unless an appropriation in the department budget is available for payment.

In lieu of overtime payment for non-bargaining, non-exempt employees, a supervisor and a non-exempt employee may agree in advance to accrue compensatory time on a time and one-half basis for hours worked in excess of forty (40) hours in one week. At no time will any non-exempt employee accrue more than forty (40) hours of compensatory time. Accrued compensatory time off may be granted to the employee by his or her supervisor at a mutually convenient time.

Payment for accrued compensatory time not used upon termination of employment shall be calculated at the average regular rate of pay for the final three years of employment, or the final regular rate received by the employee, whichever is higher.

Employees in exempt positions, as defined in the FLSA, shall not receive compensation, either by payment of overtime or by compensatory time off, for additional time worked beyond the normal work week, except as stated in the Call-Out Policy.

#### **400.06 CALL-OUT FOR EXEMPT EMPLOYEES**

The salaries of exempt employees are based on compensation for performance of a job rather than hours worked. In general, it is expected that an exempt employee will work overtime, when requested, without additional compensation in order to accomplish a specific assignment. However, it is recognized that business circumstances can arise which create a need for an employee to be called-out in response to an emergency or other unusual or special circumstance. When such situations occur, eligible exempt employees may receive call-out compensation at the discretion of the General Manager, Chief Executive Officer or their designee.



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

TITLE/DESCRIPTION:  AMENDING SECTION 222.05(e) OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2022-105
	Date: November 10, 2022
	Initiator: Board of Trustees
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will amend Section 222.05(e) of the Codified Rules and Regulations ("Code Book") of the Greater Cleveland Regional Transit Authority ("GCRTA"). Section 222.05 was enacted on August 23, 2022 to create the Civilian Oversight Committee ("COC"). The purpose of the COC is to review public complaints filed against GCRTA Transit Police Department ("TP") employees.
- 2.0 DESCRIPTION/JUSTIFICATION: This amendment has been prepared at the direction of GCRTA's Board of Trustees. The amendment to Section 222.05(e) will increase the compensation for members of the COC from one thousand, two hundred dollars (\$1,200.00) per year, paid at a rate of one hundred dollars (\$100.00) per month, to one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month. Members of the COC also receive unlimited transit privileges during their service.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Amending Section 222.05(e) of the Codified Rules and Regulations of the GCRTA will increase the compensation of the members of the COC as directed by the Board of Trustees.
- 6.0 ECONOMIC IMPACT: Members of the COC will be compensated six hundred dollars (\$600) more per year than under the prior provision. Compensation for COC members will be paid from the Board of Trustees' departmental budget.
- 7.0 ALTERNATIVES: Not adopting this resolution. Compensation of members of the COC will remain at one thousand, two hundred dollars (\$1,200.00) per year, paid at a rate of one hundred dollars (\$100.00) per month.
- 8.0 RECOMMENDATION: It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: A – Red-line of amendment to Section 222.05(e)

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

*India Birdsong Terry by SKB*  
General Manager, Chief Executive Officer

## Attachment A to Staff Summary

(e) Compensation. Members of the COC shall receive a stipend of ~~\$1,200~~\$1,800 per year, paid at ~~\$100~~\$150 per month.

RESOLUTION NO. 2022-105

AMENDING SECTION 222.05(e) OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO INCREASE THE COMPENSATION FOR MEMBERS OF THE CIVILIAN OVERSIGHT COMMITTEE FROM \$1,200 TO \$1,800 PER YEAR (BOARD OF TRUSTEES DEPARTMENT BUDGET)

WHEREAS, in its efforts to provide greater transparency and community input and to improve relationships between the community and the Authority in the modern policing environment, the Greater Cleveland Regional Transit Authority ("Authority") created an independent Civilian Oversight Committee ("COC") on August 23, 2022 pursuant to Resolution No. 2022-082; and

WHEREAS, under Section 222.05(e) of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, members of the COC are to be compensated in the amount of one thousand, two hundred dollars (\$1,200.00) per year, paid at a rate of one hundred dollars (\$100.00) per month; and

WHEREAS, the Board of Trustees intends to increase the compensation of members of the COC from one thousand, two hundred dollars (\$1,200.00) per year, paid at a rate of one hundred dollars (\$100.00) per month, to one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month; and

WHEREAS, it is necessary to for the Board of Trustees to amend Section 222.05(e) of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority to increase the compensation of members of the COC.

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

Section 1. That Section 222.05(e) of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority is hereby amended to increase the compensation paid to members of the Civilian Oversight Committee to one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month, as specified in Attachment A hereto.

Section 2. That the compensation for members of the Civilian Oversight Committee will be paid out of the Board of Trustees' department budget.

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 - Code Book Section 222.05(e)

Adopted: November 15, 2022

\_\_\_\_\_  
President

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

## Attachment A to Resolution

(e) Compensation. Members of the COC shall receive a stipend of \$1,800 per year, paid at \$150 per month.



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

<b>TITLE/DESCRIPTION:</b>  ADOPTING THE OPERATING PROCEDURES OF THE CIVILIAN OVERSIGHT COMMITTEE	<b>Resolution No.:</b> 2022-106
	<b>Date:</b> November 10, 2022
	<b>Initiator:</b> Transit Police Department
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Board of Trustees to adopt procedures for the operation of the Civilian Oversight Committee ("COC"). The purpose of the COC is to review public complaints filed against GCRTA Transit Police Department ("TP") employees. The COC shall have the power to receive, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Civilian Oversight Committee is intended to give voice to the community and enhance transparency and accountability through an independent review and investigation of complaints of excessive use of force incidents and public complaints regarding TP. The COC will increase the public's understanding of law enforcement policies and procedures and help improve upon them. Adoption of the proposed operating procedures will provide guidelines to COC members for the effective operation of the COC.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Under Section 222.05(f) of the Codified Rules and Regulations of the Authority, the Board of Trustees shall adopt procedures for the operation of the COC.
- 6.0 **ECONOMIC IMPACT:** Members of the COC will receive unlimited transit privileges during their service. Members of the COC also will be compensated in the amount of one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month. Compensation for COC members shall be paid from the Board of Trustees' departmental budget.
- 7.0 **ALTERNATIVES:** Not adopting this resolution. The COC will not have procedures for operation, as required by the Codified Rules and Regulations of the Authority.
- 8.0 **RECOMMENDATION:** The operating procedures for the COC were discussed by the Board of Trustees at the November 1, 2022 Committee of the Whole meeting. It is recommended that this resolution is passed adopting the operating procedures.
- 9.0 **ATTACHMENTS:** None.

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

*India Berdson Terry by SKB*  
 General Manager, Chief Executive Officer

RESOLUTION NO. 2022-106

ADOPTING THE OPERATING PROCEDURES OF THE CIVILIAN OVERSIGHT COMMITTEE

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

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

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

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

WHEREAS, under Section 222.05(f) of the Codified Rules and Regulations of the Authority, the Board of Trustees is required to adopt procedures for the operation of the COC; and

WHEREAS, adoption of the Operating Procedures of the COC will provide guidelines to COC members for the efficient operation of the COC.

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

Section 1. That the Operating Procedures of the Civilian Oversight Committee are hereby adopted to read as specified in Attachment A hereto.

Section 2. That this resolution shall become effective immediately upon its adoption.

Attachment: A. Civilian Oversight Committee Operating Procedures

Adopted: November 15, 2022

\_\_\_\_\_  
President

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



Greater Cleveland  
Regional Transit Authority

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# CIVILIAN OVERSIGHT COMMITTEE

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## OPERATING PROCEDURES



# CIVILIAN OVERSIGHT COMMITTEE

## OPERATING PROCEDURES

### A. PURPOSE OF THE CIVILIAN OVERSIGHT COMMITTEE

1. The purpose of the Civilian Oversight Committee (“COC”) is to review public complaints filed against Greater Cleveland Regional Transit Authority (“GCRTA”) Transit Police Department (“TP”) employees.
2. For this purpose to be achieved, the COC shall have the power to receive, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees.

### B. PURPOSE, SCOPE, AND IMPACT OF THESE OPERATING PROCEDURES

1. These COC Operating Procedures contain all rules, procedures, processes, and general operations of the COC.
2. All provisions of these COC Operating Procedures shall be considered in a manner consistent with GCRTA’s/TP’s rules, policies, and procedures; the collective bargaining agreement between GCRTA and the Fraternal Order of Police Ohio Labor Council, Inc. (“FOP”); and all federal, state, and local laws and regulations. If the rules, procedures, processes, and general operations contained in these COC Operating Procedures are found to be in conflict with GCRTA’s/TP’s rules, policies, and procedures; the collective bargaining agreement between GCRTA and the FOP; or federal, state, and/or local laws and regulations, the latter will control.

### C. DEFINITIONS

1. **“Allegation”** – A charge or claim made by a Complainant that, if established as true, could constitute a violation of a specific provision of GCRTA/TP policies and procedures.
2. **“Civilian Oversight Committee (COC)”** - The committee made up of non-TP employees, including public citizens and GCRTA employees, responsible for reviewing, investigating, and making recommendations regarding complaints concerning the conduct of TP employees.

3. **“Complainant”** – Anyone who is not a GCRTA employee formally filing a complaint against a TP employee. (Complaints by a GCRTA employee against a TP employee will be handled by the appropriate internal resolution process as outlined in Section (F)(3)).
4. **“Days”** – Business days, excluding weekends and holidays.
5. **“Preponderance of the evidence”** – A determination that, based on all of the evidence, a fact or allegation sought to be proven is more probable than not.
6. **“Relevant”** – Evidence tending to make the existence of any fact that is of consequence to the investigation of a given complaint more probable or less probable than it would be otherwise without such evidence.
7. **“Transit Police Employees” or “TP Employees”** – Any individual employed by TP, including sworn officers, security staff, dispatchers, clerical staff, administrative staff, Transit Ambassadors, and Crisis Intervention Specialists.

## **D. ORGANIZATION**

1. **Composition of the COC**
  - a. The COC consists of seven (7) members who are representative of the diverse communities within Cuyahoga County, Ohio.
  - b. The GCRTA Board of Trustees (“GCRTA Board”) shall appoint each member of the COC through the selection process outlined in subsection (3) of this section.
2. **Qualifications of COC Members**
  - a. COC members shall have a general understanding of GCRTA services and its TP Department.
  - b. Members should have the ability to remain objective and unbiased in order to represent the best interests of the public.
  - c. COC membership should reflect GCRTA’s customer base and have diverse representation regarding age, sex, race, color, religion, national origin, disability, genetic information, sexual orientation, military status, transit dependence, and geography. All COC members should be 18 years old or older and a resident of Cuyahoga County.
  - d. COC members shall be outstanding members of the community and exhibit a strong moral code. All COC members should be free of any criminal history.
  - e. At least one (1) member of the COC shall be a retired police officer with Ohio Peace Officer Training Academy experience. If there are no such applicants, then one (1) member position of the COC shall remain vacant until an applicant with this qualification can be appointed.

### **3. Selection Process of New COC Members**

- a. All individuals interested in becoming a COC member shall submit an application.
- b. An ad hoc Screening Committee consisting of the Chief of Police, the CEO/General Manager of GCRTA, two or more GCRTA staff members, and one or more GCRTA Board Member(s) shall review the applications based on the criteria set out in subsection (2) of this section and refer a slate of candidates to the GCRTA Board.
- c. Appointment of COC members shall be made by the GCRTA Board in December of each year. Appointments become effective January 1 of each year. Interim appointments may be made at other times throughout the year to fill vacancies.

### **4. Term of Membership**

- a. Terms of membership for COC members shall be for three (3) years.
- b. Terms of membership for COC members shall be staggered so that no more than three (3) COC members' terms expire in any year.
- c. To ensure that the COC member terms will be staggered, two COC members' initial appointments shall be for one (1) year, two COC members' initial appointments shall be for two (2) years, and three COC members' initial appointments shall be for the full three (3) years.

### **5. COC Officers**

- a. The COC shall select one (1) member annually to serve as the Chair and one (1) member annually to serve as the Vice-Chair. The Chair and Vice-Chair shall be selected by a majority vote of all current COC members during the first meeting of each year. The terms of the Chair and Vice-Chair shall be one year and until their successors take office. The Chair and Vice-Chair shall serve no more than three (3) consecutive one (1) year terms. After serving three (3) consecutive one (1) year terms as Chair or Vice-Chair, a COC member may not be elected to the same office of Chair or Vice-Chair for at least two (2) years.
- b. Duties and Powers of the Chair
  - i. The Chair shall preside over all meetings of the COC and shall have the right to vote on all questions.
  - ii. The Chair shall ensure all policies, procedures, and laws pertaining to actions by the COC are faithfully followed.
  - iii. The Chair shall act as the spokesperson in all matters pertaining to the COC.
  - iv. The Chair shall sign any documents on behalf of the COC after approval by the majority vote of a quorum.
  - v. The Chair shall perform such other duties and responsibilities as determined by the COC.

- c. Duties and Powers of the Vice-Chair
  - i. The Vice-Chair shall perform the duties and have the authority of the Chair during the absence or inability of the Chair to perform such duties and during any period while the office of Chair is vacant.
  - ii. The Vice-Chair shall preside at all meetings of the COC when and while the Chair is vacant. When performing the duties and having the authority of the Chair, the Vice-Chair shall have all powers of the Chair.
  - iii. The Vice-Chair shall perform such other duties and have such authority as the COC may from time to time provide.
- d. Temporary Chair
  - i. At any meeting at which both the Chair and the Vice-Chair are absent, the COC, by a majority vote of those present, may elect a member of the COC to serve as the temporary Chair for that meeting.
- e. Removal
  - i. All officers of the COC shall serve at the pleasure of the GCRTA Board and shall be subject to removal by the GCRTA Board at any time.
  - ii. All officers of the COC may be removed from their officer position for any reason a COC member may be removed from membership as enumerated in subsection (6)(a)(ii) of this section.

**6. Vacancies of the COC**

- a. Any of the following circumstances shall lead to a vacancy on the COC:
  - i. Death or resignation of a COC member.
  - ii. Removal of a COC member by the GCRTA Board. A COC member may be removed for having three, consecutive unexcused absences; for having unexcused absences from more than one-third of regular meetings of the COC over the course of the most recent twelve-month period; failing to attend and complete the training under subsection (7) of this section within six (6) months of the beginning of the COC member's term; violating any GCRTA/TP policies and/or procedures; violating any federal, state, or local criminal laws; for any other reason authorized by law; or any conduct unbecoming a representative of the public.
- b. COC members may continue to serve after the expiration of their terms if not replaced, at the invitation of the GCRTA Board.
- c. Vacancies that occur in the middle of a term shall be filled in the same manner as prescribed under subsection (3) of this section for the duration of the unexpired term.
- d. If a COC member desires to resign, the COC member shall notify the Chair and the GCRTA Board of the resignation in writing.

**7. Orientation and Training**

- a. The TP Administrative Commander, in consultation with the Chief of Police, is responsible for the establishment of an orientation and training program for COC members.
- b. The orientation and training program shall include familiarization with the following:
  - i. Federal, state, and local laws involving police-citizen encounters, including, but not limited to, laws regarding the use of force, stops, searches, seizures, and arrests;
  - ii. Police tactics;
  - iii. Investigations of police conduct;
  - iv. Bias-free policing;
  - v. Policing individuals in crisis;
  - vi. GCRTA/TP policies, procedures and disciplinary rules;
  - vii. GCRTA Code of Ethics;
  - viii. Community outreach;
  - ix. Interactions with the Media; and
  - x. Ohio Sunshine Laws and the Open Meetings Act.

**8. Attendance and Participation**

- a. COC members have a duty to use their best efforts to attend all regularly-scheduled meetings and any special COC meetings.
- b. If a COC member cannot attend a meeting or other function of the COC where official business is conducted, the COC member shall provide notice to the Chair as soon as possible. If a COC member fails to provide notice of an absence to the Chair prior to the start of a COC meeting, the absence shall be considered unexcused.

**9. Transit Privileges, Compensation, and Reimbursement for Expenses**

- a. Members of the COC shall receive unlimited transit privileges during their service.
- b. The annual compensation for COC members shall be in the amount of one thousand, eight hundred dollars (\$1,800), paid on a month-to-month basis.
  - i. The annual compensation for COC members shall be paid from the Board of Trustees's Departmental Budget.
  - ii. A COC member has the right to decline compensation.
- c. Members of the COC shall be reimbursed for expenses properly incurred while undertaking their official COC duties, as approved by the GCRTA Board.

**10. COC Staff**

- a. GCRTA/TP shall designate a Staff Liaison to the COC to serve as the primary point of contact with GCRTA/TP. COC members are not precluded from contacting other GCRTA/TP staff directly when appropriate.
  - i. The Staff Liaison shall be responsible for communications to the COC, tracking attendance, maintaining a record of meetings, and channeling COC members' concerns to the Chief of Police.

- b. GCRTA/TP shall designate a Staff Investigator to the COC to serve as an independent investigator of all complaints assigned to the COC.
  - i. The Staff Investigator shall be responsible for organizing complaints, conducting investigations, interviewing witnesses, collecting records, and any other investigatory responsibilities as assigned by the COC.
  - ii. The Staff Investigator shall only be entitled to access the records and personnel pertinent to the matter(s) being investigated.

**11. Code of Ethics**

- a. COC members and any COC staff shall execute the duties outlined herein in a manner that is consistent with GCRTA's Code of Ethics.

**E. CONDUCT OF MEETINGS**

**1. Quorum and Voting**

- a. For meetings of the COC, a majority of the appointed members shall constitute a quorum – i.e., at least four (4) members present.
- b. The affirmative vote of the majority of a quorum shall be required to carry forward any action by the COC.

**2. Meetings Generally**

- a. All meetings of the COC shall be held at the GCRTA Main Office Building unless otherwise designated in the notice of the meeting.
- b. The COC shall hold meetings as it deems necessary. The GCRTA Board and GCRTA/TP staff shall have input in setting the COC meeting agendas.
- c. Notice of COC meetings shall be provided in the same manner as notice for the GCRTA Board.

**3. Public Meetings**

- a. All meetings of the COC, except executive sessions held for purposes required or permitted by law, shall be open to the public, and no person shall be excluded from any meeting except for conduct which unreasonably interferes with the orderly conduct of the meeting.

**4. Rules of Procedure**

- a. Until otherwise provided, meetings of the COC shall be conducted in accordance with Robert's Rules of Order, subject to subsection (5) of this section.

## **5. Conduct of Meetings**

- a. Meetings of the COC shall be conducted in accordance with the following procedures:
  - i. Vote. Actions may be taken by voice vote, except that the Chair may, and upon the request of any member shall, require any vote to be taken by roll call. Any member of the COC shall be permitted to change his or her vote until the roll call has been verified and the result declared. A motion for reconsideration on any vote may be made by any member who was in the majority on such vote. Such motion must be made not later than the close of the meeting following the one at which such vote was taken.
  - ii. Division of Question. If any question contains two or more divisible propositions, the Chair may, and upon request of a member shall, divide the same.
  - iii. Motions. Motions shall be presented, seconded and acted upon, in accordance with recognized parliamentary procedures. Upon request of any member, any motion shall be reduced to writing. Any motion may be withdrawn by the movant with the consent of the second, before it has been amended or voted upon. All motions which have been entertained by the Chair shall be entered upon the minutes of the meeting.

## **F. AUTHORITY, JURISDICTION, DUTIES, AND RESPONSIBILITIES**

1. The COC has the power to receive, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees.
2. The COC has jurisdiction over the following types of complaints of misconduct that are made against TP employees by a complainant:
  - a. Harassment complaints, including those alleging bias, discrimination, and profiling against members of the public;
  - b. Excessive force complaints;
  - c. Illegal search and seizure of person or vehicle, including traffic stops and other property;
  - d. Service complaints, including insufficient service or a complete lack of service (i.e., failure to make police report, failure to respond to call for service);
  - e. Property complaints, including missing property and damaged property of a public person or people; and
  - f. Misconduct related to the receipt of a Uniform Traffic Ticket or Parking Infraction Notice if the Parking Infraction Notice was issued by TP employees.
3. Internal GCRTA employee complaints against TP employees and those determined to be Human Resources in nature shall not be heard by the COC and will be resolved by the GCRTA's/TP's internal complaint resolution process. The Chief of Police or their designee will be responsible for determining which complaints shall be reviewed by the COC and which shall be resolved by the GCRTA's/TP's internal complaint resolution processes.

## **G. FILING A COMPLAINT**

1. Complainants can file a complaint with the COC via mail, email, calling, or in-person at the TP Main Office. Complainants are encouraged to use the COC Public Complaint Form that can be found on the TP's website or available at the GCRTA TP Department.
2. Any complaint received by a COC member shall be documented and forwarded to the Chief of Police and the TP Administrative Commander. The TP Administrative Commander shall order a review and investigation of the complaint in accordance with General Order 06.09, the Investigation of Employee Misconduct policy.
3. The COC shall notify GCRTA and the Chief of Police of the COC's receipt and acceptance of a complaint and direct the COC Staff Investigator to commence an investigation.
4. The TP Administrative Commander shall notify the complainant that the complaint has been received.

## **H. HEARING AND REVIEW PROCEDURES**

1. The TP Administrative Commander shall send the complaint and investigation materials to the COC Staff Investigator within ten (10) days after completion of the Internal Affairs investigation.
2. The COC shall review each case within ten (10) days after receipt of the complaint from the TP Administrative Commander. The COC will determine whether the COC will hear the complaint or defer the complaint to the Chief of Police without a recommendation.
3. If the COC determines to hear the complaint, the COC may direct the Staff Investigator to conduct an investigation and the COC may conduct hearings regarding the complaint. The COC must conclude any outstanding investigation and hearings of a complaint within sixty (60) days of deciding to hear the complaint.
4. The COC may request the complainant(s) be present to provide their testimony of what caused them to file the complaint.
5. The COC may request the involved TP employee(s) be present to provide their testimony and explain their actions.
  - a. In accordance with *Garrity v. New Jersey*, 385 U.S. 493 (1967) ("Garrity Rights"), statements made by TP employees during COC administrative investigations may not be used in any subsequent criminal proceedings against that TP employee. In addition, based on *NLRB v. Weingarten*, 420 U.S. 251 (1975) ("Weingarten Rights"), TP employees will have the right to have union representation for any



COC investigatory interview, which the employee reasonably believes may result in disciplinary action.

- b. No employee of the FOP shall be compelled to make a statement, either oral or written, about a complaint until they have been advised of the complaint and the possible disciplinary action to be taken by the GCRTA if the complaint is sustained.
6. The COC Staff Investigator may be called upon to provide any request for information to the COC for clarity.
7. The COC may utilize subject matter experts for the purpose of providing knowledge and expertise on a matter under review.
8. Upon the conclusion of the investigation of the complaint, the COC shall vote on a recommended disposition(s) for adjudication of the complaint.

## **I. STANDARDS OF PROOF – DISPOSITIONS**

1. No finding with respect to an allegation of a case shall be sustained unless it is proven by a preponderance of the evidence. For purposes of applying the “preponderance of the evidence” standard of proof, TP employee performance shall be evaluated against the policy, procedure, and/or training that was in effect on the day of the incident, or during the relevant time period during which the incident occurred.

## **J. STANDARDS FOR RECOMMENDATION REGARDING CORRECTIVE OR OTHER REMEDIAL ACTION**

1. When considering a recommendation regarding corrective or other remedial action, the COC shall apply a standard of “just cause.” In determining whether there is just cause for the recommended corrective or other remedial action, the COC shall consider all of the following:
  - a. Was the TP employee forewarned of the rule, policy, or procedure as well as the consequences for violating the rule, policy or procedure?
  - b. Is the recommendation regarding corrective or other remedial measure reasonable based on the TP employee’s conduct?
  - c. Was the investigation prior to recommending corrective or remedial action complete, fair, and objective?
  - d. Is there substantial evidence to support the recommendation regarding corrective or other remedial action?
  - e. Is the recommendation regarding corrective or other remedial action free from bias and discrimination?
  - f. Is the degree of corrective or other remedial action reasonably related to the nature of the offense?

## K. ADJUDICATION OF COMPLAINTS

1. After the COC has reviewed all the evidence, facts, and circumstances from the investigation of the complaint, the COC shall vote on a recommendation using one (1) of the following findings for each allegation:
  - a. **Sustained:** Preponderance of the evidence supports a finding that the alleged conduct occurred and the TP employee's actions were inconsistent with GCRTA/TP policy, procedure, and/or training or federal, state, and local laws and regulations.
  - b. **Sustained in Part:** Preponderance of the evidence supports a finding of a GCRTA/TP policy, procedure, and/or training or federal, state, and local laws and regulations violation on one or more, but not all, of the complainant's allegations.
  - c. **Sustained for a Violation not Based on Original Complaint:** Preponderance of the evidence supports a finding of misconduct that was not included in the complainant's original allegations but arose out of the incident that is the subject of the complaint.
  - d. **Exonerated:** Preponderance of the evidence supports a finding that the alleged conduct occurred, but the TP employee's actions were consistent with GCRTA/TP policy, procedure and/or training or federal, state, and local laws and regulations.
  - e. **Unfounded:** Preponderance of the evidence supports a finding that the alleged conduct did not occur.
  - f. **Not Sustained:** The facts and circumstances fail to establish whether or not the conduct occurred.
  - g. **Administratively Dismissed:** The complaint is not GCRTA/TP related, does not involve a TP employee, or is related to a service delay that is determined to be unavoidable.

## L. RECOMMENDATION REGARDING CORRECTIVE OR OTHER REMEDIAL ACTIONS

1. Where the COC reaches an adjudication of "Sustained," "Sustained in Part," or "Sustained for a Violation not Based on Original Complaint" on one or more allegations, the COC shall deliberate on a recommendation regarding appropriate corrective or other remedial action.
2. Potential corrective and other remedial actions include re-training, coaching from a supervisor, first written reminder, second written reminder, decision making leave, termination, or other action that may be appropriate to address the violation.
3. To determine the recommended corrective and/or remedial action, the COC shall refer to the relevant GCRTA/TP policies addressing discipline, re-training, supervisory intervention, or other remedial action for misconduct or deficient performance. The COC shall make recommendations consistent with, and not materially deviating from, GCRTA's positive discipline policy, any applicable collective bargaining agreements, and/or any other relevant GCRTA policies.

## **M. RECOMMENDATION REGARDING COMMENDATIONS**

1. During review and consideration of investigations, COC members may identify TP employee performance that is commendable, superior, noteworthy, or otherwise deserving of special and positive recognition. In such circumstances, a COC member may move that the COC recommend a commendation that is consistent with GCRTA's positive discipline policy and TP's award recognition program.
2. If a majority vote approves the recommendation, the Chair shall provide a written commendation of the identified TP employee's performance to the Chief of Police, Chief Operating Officer, and GCRTA CEO/General Manager.

## **N. FINAL SUMMARY**

1. The Chair shall prepare a Final Summary that shall include the COC's findings and, where applicable, recommended corrective or other remedial action, and a brief outline of the evidence that the COC used to support the disposition and/or recommendation.
2. If the COC's recommended disposition departs from the COC Staff Investigator's recommended disposition, the Final Summary shall also include a written justification for the departure. The Final Summary may also include suggestions regarding GCRTA's and TP's policies, strategies, tactics, and/or training.
3. Within ten (10) days of receiving a Final Summary involving a finding of "Sustained," "Sustained in Part," or "Sustained for a Violation not Based on Original Complaint" on one or more allegations, the Chief of Police shall hold a hearing, at which time the involved TP employee(s) may present evidence and give their version of the incident.
4. Within ten (10) days of the conclusion of the hearing under subsection (c) of this section or receipt of a Final Summary that does not involve a finding of "Sustained," "Sustained in Part," or "Sustained for a Violation not Based on Original Complaint" on one or more allegations, the Chief of Police shall notify the involved TP employee(s), the complainant, and the COC of the outcome, including the disposition of the allegations and the corrective or remedial action(s) imposed, if any.
5. If the Chief of Police departs from the COC's recommendation, the Chief of Police shall provide a written explanation for the departure to the Chair of the COC.

## **O. RECORD REPOSITORY**

1. All original records relating to the COC activities and operations shall be maintained in accordance with the current GCRTA public records policy and appropriate retention schedule. All public records requests should be directed to the DGM of Legal Affairs or their designee for appropriate action.

## **P. OVERSIGHT AND RESPONSIBILITY**

1. These COC Operating Procedures shall be subject to review, revision, and updating by GCRTA's General Counsel in coordination with the Chief of Police and TP leadership. Amendments to these COC Operating Procedures shall be approved by the GCRTA Board.



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND  
 FOR THE PERIOD ENDED OCTOBER 31, 2022 AND OCTOBER 31, 2021

	CURRENT MONTH	PRIOE YR MONTH	B	VARIANCE	%CHANGE	CURRENT % OF TOTAL	2022 YTD	2021 YTD	VARIANCE	%CHANGE	CURRENT % OF TOTAL
<b>PASSENGER FARES</b>											
CASH FARES	\$ 894,813	\$ 925,059	\$ (30,246)		(3.27%)	3.15%	\$ 8,240,848	\$ 7,416,070	\$ 824,778	11.12%	2.56%
PASS/TICKET SALES	388,646	337,127	51,519		15.28%	1.37%	5,209,569	4,899,161	310,408	6.34%	1.60%
COVID - STUDENT FARECARDS	3,750,427	6,897	3,743,430		-	13.19%	4,376,350	568,523	3,707,827	-	1.35%
U-PASS	-	-	-		-	0.00%	2,513,795	979,568	1,534,227	-	0.77%
MOBILE TICKETING	496,592	472,671	23,921		17.56%	1.15%	4,005,469	3,514,198	491,271	11.85%	0.72%
SUBTOTAL PASSENGER FARES	5,530,478	1,691,854	3,838,624		-	19.45%	24,346,975	17,481,520	6,865,455	38.27%	7.50%
<b>OPERATING SUBSIDIES:</b>											
SALES & USE TAX	22,504,525	21,490,445	1,014,080		4.72%	79.15%	211,175,611	198,182,579	12,993,031	6.56%	65.94%
SUBTOTAL OPERATING SUBSIDIES	22,504,525	21,490,445	1,014,080		4.72%	79.15%	211,175,611	198,182,579	12,993,031	6.56%	65.04%
<b>OTHER REVENUE:</b>											
ADVERTISING/CONCESSIONS/COMMISSIONS	56,585	43,609	12,976		29.76%	0.20%	2,036,077	672,311	1,363,766	-	0.63%
HAWKING RIGHTS LESS COMMISSIONS	-	-	-		-	0.00%	416,863	397,224	19,639	4.94%	0.13%
RENTAL INCOME	19,120	21,215	(2,095)		(9.88%)	0.07%	259,199	304,469	(45,270)	(14.81%)	0.08%
INTEREST INCOME	89,254	11,574	77,680		-	0.31%	513,125	92,969	420,156	-	0.16%
OTHER	9,313	45,046	(35,733)		(79.33%)	0.03%	218,797	270,150	(51,453)	(19.04%)	0.07%
SUBTOTAL OTHER REVENUE	174,272	121,444	52,828		43.50%	0.61%	3,443,971	1,727,123	1,716,848	99.81%	1.06%
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>											
FUELING/PROPANE TAX REFUNDS	51,890	298,852	(147,762)		(82.90%)	0.18%	1,593,486	1,155,542	437,944	20.59%	0.43%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	5,997	-	5,997		-	0.02%	52,093	282,335	(230,242)	(81.55%)	0.02%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-		-	0.00%	344,112	7,831,359	(7,487,247)	(95.59%)	0.21%
FEDERAL OPERATING ASSISTANCE	109,060	1,070,374	(961,314)		(89.81%)	0.38%	1,063,932	1,313,961	(249,229)	(18.99%)	0.33%
MISCELLANEOUS RECEIPTS	57,611	39,994	17,617		44.05%	0.20%	1,575,479	2,373,689	(798,210)	(33.63%)	0.49%
FEDERAL CARES ACT	-	-	-		-	0.00%	-	-	-	-	0.00%
FEDERAL CARESAA	-	-	-		-	0.00%	-	-	-	-	0.00%
FEDERAL ASP	-	-	-		-	0.00%	81,293,421	67,416,466	13,876,955	20.59%	25.04%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	-	-	-		-	0.00%	-	-	-	-	0.00%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	223,758	1,409,220	(1,185,462)		(84.12%)	0.79%	85,722,533	135,167,840	(49,445,307)	(36.58%)	6.60%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 28,433,033	\$ 24,712,963	\$ 3,720,070		15.05%	100.00%	\$ 324,688,090	\$ 352,559,062	\$ (27,870,972)	(7.91%)	100.00%



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND  
 FOR THE PERIOD ENDED OCTOBER 31, 2022

	BUDGET MONTH	CURRENT MONTH	VARIANCE	% CHANGE	CURRENT % OF TOTAL	2022 YTD BUDGET	2022 YTD	VARIANCE	% CHANGE	CURRENT % OF TOTAL
<b>PASSENGER FARES:</b>										
CASH FARES	\$ 700,000	\$ 894,813	\$ 194,813	27.83%	3.15%	\$ 6,150,000	\$ 6,240,848	\$ 90,848	1.49%	3%
PASS/TICKET SALES	500,000	388,646	(111,354)	(22.27%)	1.37%	5,911,337	5,209,569	(701,768)	(11.89%)	1.60%
CMIS - STUDENT FARECARDS	1,000	2,750,427	3,749,427	-	13.39%	94,000	4,376,350	4,282,350	-	1.35%
LI-PASS	-	-	-	-	0.00%	840,000	2,513,745	1,673,745	-	0.77%
MOBILE TICKETING	549,410	496,592	(52,818)	(9.62%)	1.75%	4,490,412	4,005,463	(484,949)	(10.80%)	1.29%
<b>SUBTOTAL PASSENGER FARES</b>	<b>1,750,410</b>	<b>5,530,478</b>	<b>3,780,048</b>	<b>-</b>	<b>19.45%</b>	<b>18,066,769</b>	<b>24,246,975</b>	<b>6,259,206</b>	<b>34.61%</b>	<b>7.50%</b>
<b>OPERATING SUBSIDIES:</b>										
SALES & USE TAX	21,920,254	22,504,525	584,271	2.67%	79.15%	202,146,230	211,175,611	9,029,381	4.47%	55.04%
<b>SUBTOTAL OPERATING SUBSIDIES</b>	<b>21,920,254</b>	<b>22,504,525</b>	<b>584,271</b>	<b>2.67%</b>	<b>79.15%</b>	<b>202,146,230</b>	<b>211,175,611</b>	<b>9,029,381</b>	<b>4.47%</b>	<b>55.04%</b>
<b>OTHER REVENUE:</b>										
ADVERTISING/CONCESSIONS/COMMISSIONS	50,000	56,585	6,585	13.17%	0.20%	469,000	2,036,077	1,567,077	-	0.63%
NAMING RIGHTS/LESS COMMISSIONS	-	-	-	-	0.00%	494,693	416,863	(77,830)	(15.73%)	0.13%
RENTAL INCOME	50,000	39,120	(10,880)	(61.78%)	0.07%	460,000	259,199	(200,801)	(43.65%)	0.08%
INTEREST INCOME	45,000	89,254	44,254	98.34%	0.31%	513,125	513,125	(6,873)	(1.32%)	0.16%
OTHER	50,000	9,311	(40,689)	(81.37%)	0.03%	740,000	218,707	(521,293)	(70.45%)	0.07%
<b>SUBTOTAL OTHER REVENUE</b>	<b>195,000</b>	<b>174,272</b>	<b>(20,728)</b>	<b>(10.63%)</b>	<b>0.61%</b>	<b>2,683,693</b>	<b>3,443,971</b>	<b>760,278</b>	<b>28.33%</b>	<b>1.46%</b>
<b>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</b>										
FUEL/CRS/PPOPARE TAX REFUNDS	100,000	51,050	(48,950)	(48.95%)	0.18%	1,930,000	1,593,496	(336,504)	(17.43%)	0.43%
GRANT REIMBURSEMENT (FEDERAL STATE LOCAL MATCH)	15,000	5,997	(9,003)	(60.02%)	0.02%	475,000	52,099	(422,901)	(88.82%)	0.02%
PREVENTIVE MAINTENANCE (FEDERAL STATE LOCAL MATCH)	200,000	-	(200,000)	-	0.00%	400,000	344,112	(55,888)	(13.97%)	0.11%
FEDERAL OPERATING ASSISTANCE	-	109,060	109,060	100.00%	0.38%	-	1,061,932	1,061,932	-	0.33%
MISCELLANEOUS RECEIPTS	50,000	57,611	7,611	15.22%	0.20%	490,000	1,575,479	1,085,479	221.53%	0.48%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	-	-	-	-	0.00%	81,199,333	83,293,423	2,094,090	2.58%	25.04%
<b>SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH</b>	<b>365,000</b>	<b>223,718</b>	<b>(141,282)</b>	<b>(38.71%)</b>	<b>0.79%</b>	<b>84,894,333</b>	<b>85,721,533</b>	<b>827,200</b>	<b>0.98%</b>	<b>26.40%</b>
<b>TOTAL CASH RECEIVED - GENERAL FUND</b>	<b>\$ 24,230,664</b>	<b>\$ 28,493,033</b>	<b>\$ 4,262,369</b>	<b>17.59%</b>	<b>100.00%</b>	<b>\$ 307,811,025</b>	<b>\$ 324,680,990</b>	<b>\$ 16,877,064</b>	<b>5.48%</b>	<b>100.00%</b>

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 INVENTORY OF TREASURY INVESTMENTS  
 AS OF OCTOBER 31, 2022

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	10/31/2022	11/1/2022	MONEY MARKET	HUNTINGTON BANK	1	\$11,208,020	\$0	1	1.14%
<b>TOTAL BOND RETIREMENT FUND</b>						<b>\$11,208,020</b>	<b>\$0</b>		<b>1.03%</b>
GENERAL FUND	9/30/2022	10/3/2022	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$849,843	\$0	1	0.35%
	3/1/2024	3/1/2024	FHCB	STIFEL NICOLAUS	1095	\$4,997,500	\$7,465	547	0.25%
	9/30/2024	9/30/2024	FHFB	STIFEL NICOLAUS	1095	\$3,000,000	\$10,213	758	0.57%
	1/27/2025	1/27/2025	FHLC	STIFEL NICOLAUS	1095	\$3,000,000	\$27,700	879	1.20%
	4/22/2025	4/22/2025	FHLC	STIFEL NICOLAUS	1095	\$3,000,000	\$2,000	964	3.00%
	6/27/2025	6/27/2025	FHLC	STIFEL NICOLAUS	1095	\$8,167,887	\$95,952	1029	3.33%
	10/24/2025	10/24/2025	FHLC	STIFEL NICOLAUS	1095	\$5,000,000	\$5,833	1087	5.25%
	10/31/2022	11/1/2022	STAR OHIO	STATE OF OHIO	1	\$21,377,820	\$0	1	3.18%
	10/31/2022	11/1/2022	EMPLOYEE ACTIVITY FUND	KEY BANK	1	\$71,043	\$0	1	0.35%
	10/31/2022	11/1/2022	PNC CUSTODY ACCOUNT	PNC BANK	1	\$240,771	\$0	1	2.93%
	10/31/2022	11/1/2022	SALES TAX ACCOUNT	HUNTINGTON BANK	1	\$1,011,775	\$0	1	1.14%
	10/31/2022	11/1/2022	KEY ECR	KEY BANK	1	\$5,878,312	\$0	1	0.35%
<b>TOTAL GENERAL FUND</b>						<b>\$56,594,950</b>	<b>\$149,163</b>		<b>2.50%</b>
INSURANCE FUND	10/31/2022	11/1/2022	STAR OHIO	STATE OF OHIO	1	\$5,129,101	\$0	1	3.18%
	10/31/2022	11/1/2022	KEY ECR	KEY BANK	1	\$98,276	\$0	1	0.35%
<b>TOTAL INSURANCE FUND</b>						<b>\$5,227,377</b>	<b>\$0</b>		<b>3.13%</b>
LAW ENFORCEMENT FUND	10/31/2022	11/1/2022	LAW ENFORCEMENT	KEY BANK-SWEEP	1	\$18,641	\$0	1	0.35%
	10/31/2022	11/1/2022	STAR OHIO	STATE OF OHIO	1	\$144,554	\$0	1	3.18%
<b>TOTAL LAW ENFORCEMENT FUND</b>						<b>\$163,194</b>	<b>\$0</b>		<b>2.77%</b>
LOCAL MATCH FUND	10/31/2022	11/1/2022	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$71,898,611	\$0	1	3.18%
	3/28/2022	6/28/2024	FHLC	STIFEL NICOLAUS	546	\$2,344,125	\$23,798	390	1.79%
	3/14/2022	3/10/2025	FHCB	STIFEL NICOLAUS	1090	\$4,981,225	\$59,996	920	2.00%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1083	\$9,997,110	\$135,556	983	3.06%
	6/27/2022	6/27/2025	FHLC	STIFEL NICOLAUS	1085	\$15,000,000	\$176,213	1029	3.33%
	7/29/2022	4/24/2023	BAYER LANDBANK CP	HILLTOP SECURITIES	269	\$4,885,019	\$39,265	236	3.15%
	8/30/2022	8/28/2025	FHLC	STIFEL NICOLAUS	1095	\$15,000,000	\$156,667	1034	4.00%
	10/24/2022	10/24/2025	FHLC	STIFEL NICOLAUS	1095	\$5,000,000	\$5,833	1087	5.25%
	10/24/2022	4/4/2025	FHLC	STIFEL NICOLAUS	891	\$1,135,865	\$1,103	884	5.04%
	10/27/2022	10/27/2025	FHLC	STIFEL NICOLAUS	1094	\$2,077,920	\$1,156	1090	5.04%
	10/28/2022	10/28/2025	FHLMC	STIFEL NICOLAUS	1294	\$1,498,500	\$638	1091	5.14%
	10/31/2022	11/1/2022	FHLC	STIFEL NICOLAUS	1095	\$5,000,000	\$37,028	1	4.30%
	10/31/2022	11/1/2022	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	1	\$186,750	\$0	1	0.35%
	10/31/2022	11/1/2022	GRANT-ECR	KEY BANK	1	\$14,252	\$0	1	0.35%
	10/31/2022	11/1/2022	CATCH BASIN-KEY ECR	KEY BANK	1	\$101,915	\$0	1	0.35%
<b>TOTAL LOCAL MATCH FUND</b>						<b>\$139,121,292</b>	<b>\$637,251</b>		<b>3.38%</b>

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 INVENTORY OF TREASURY INVESTMENTS  
 AS OF OCTOBER 31, 2022

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD	
PENSION FUND	10/31/2022	11/1/2022	KEY ECR	KEY BANK	1	\$81,544	\$0	1	0.35%	
	10/31/2022	11/1/2022	STAR OHIO	STATE OF OHIO	1	\$1,242,408	\$0	1	3.18%	
<b>TOTAL PENSION FUND</b>						<b>\$1,323,952</b>	<b>\$0</b>		<b>3.01%</b>	
RTA CAPITAL FUND	10/31/2022	11/1/2022	KEY ECR	KEY BANK	1	\$1,402,499	\$0	1	0.35%	
	10/31/2022	11/1/2022	PNC CUSTODY ACCOUNT	PNC BANK	1	\$62,500	\$0	1	2.93%	
	5/2/2022	4/30/2024	US TREASURY NOTE	HILLTOP SECURITIES	513	\$4,994,198	\$63,194	392	2.56%	
	3/25/2022	9/25/2024	FHLB	STIFEL NICOLAUS	913	\$1,845,375	\$19,785	754	1.85%	
	3/28/2022	3/28/2024	FHLB	STIFEL NICOLAUS	454	\$1,845,375	\$17,508	326	1.70%	
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$3,882	724	0.43%	
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$2,000,000	\$6,808	758	0.57%	
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	\$2,000,000	\$458	582	0.33%	
	3/4/2021	3/4/2024	FNMA	STIFEL NICOLAUS	1095	\$499,750	\$293	550	0.34%	
	<b>TOTAL RTA CAPITAL FUND</b>					<b>\$19,649,697</b>	<b>\$111,929</b>		<b>1.23%</b>	
	RESERVE FUND									
	TOTAL RTA CAPITAL FUND	3/9/2022	4/30/2023	US TREASURY NOTE	HILLTOP SECURITIES	416	\$4,941,900	\$4,097	241	1.15%
		3/23/2022	11/30/2023	US TREASURY NOTE	HILLTOP SECURITIES	616	\$4,875,994	\$15,417	455	2.00%
4/14/2022		4/14/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$6,198	956	2.63%	
5/23/2022		2/17/2023	BAYER LANDBANK CP	HILLTOP SECURITIES	270	\$4,922,108	\$46,447	170	2.11%	
5/31/2022		2/21/2023	NATIXUS CP	HILLTOP SECURITIES	266	\$4,921,812	\$45,267	173	2.15%	
6/30/2022		6/30/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$60,278	1002	3.50%	
7/29/2022		4/24/2023	BAYER LANDBANK CP	HILLTOP SECURITIES	269	\$4,885,019	\$39,265	236	3.01%	
9/30/2022		9/30/2025	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$37,028	1	4.30%	
8/30/2022		8/28/2023	FHLB	HILLTOP SECURITIES	728	\$5,000,000	\$48,958	697	3.75%	
8/30/2022		8/28/2024	FHLB	HILLTOP SECURITIES	363	\$5,000,000	\$44,389	332	3.40%	
12/9/2021		12/9/2024	FFCB from GF	STIFEL NICOLAUS	1095	\$4,994,785	\$19,000	799	0.96%	
5/23/2022		5/23/2025	FFCB from GF	STIFEL NICOLAUS	1095	\$5,000,000	\$72,674	995	3.25%	
7/27/2022		5/22/2023	FFCB from GF	HILLTOP SECURITIES	299	\$4,895,431	\$38,000	264	2.85%	
8/26/2022		2/28/2024	FFCB from GF	HILLTOP SECURITIES	551	\$5,000,000	\$47,261	551	3.62%	
11/15/2021		11/15/2024	US TREASURY from GF	STIFEL NICOLAUS	1095	\$4,995,508	\$37,917	806	0.78%	
6/22/2022		12/22/2022	BAYER LANDBANK CP from GF	HILLTOP SECURITIES	183	\$4,938,495	\$44,576	113	2.45%	
10/31/2022		11/1/2022	PNC CUSTODY ACCOUNT	PNC BANK	1	\$3,125	\$0	1	2.93%	
10/31/2022		11/1/2022	KEY ECR	KEY BANK	1	\$86,789	\$0	1	0.35%	
10/31/2022		11/1/2022	STAR OHIO	STATE OF OHIO	1	\$71,458,611	\$0	1	3.18%	
<b>TOTAL RESERVE FUND</b>						<b>\$150,919,576</b>	<b>\$606,772</b>		<b>2.86%</b>	
<b>TOTAL ALL FUNDS</b>					<b>\$384,208,059</b>	<b>\$1,505,115</b>	<b>342</b>	<b>2.87%</b>		



**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
DEBT SERVICE SCHEDULE AND STATUS  
AS OF OCTOBER 31, 2022**

Bonds	Final Maturity Date	Total Principal Outstanding 12/1/2021	Interest Payable/ 6/1/2022	Principal Payable/ 6/1/2022	Debt Service Requirement/ 6/1/2022	Interest Payable/ 12/1/2022	Principal Payable/ 12/1/2022	Debt Service Requirement/ 12/1/2022	Total Debt Requirement 2022
Series 2012-Sales Tax Rev.	Dec. 2022	2,285,000.00	57,125.00	0.00	57,125.00	57,125.00	2,286,000.00	2,342,125.00	2,399,250.00
Series 2014A-Sales Tax Rev.	Dec. 2025	6,575,000.00	147,475.00	0.00	147,475.00	147,475.00	1,535,000.00	1,682,475.00	1,829,950.00
Series 2015-Sales Tax Rev.	Dec. 2026	19,455,000.00	486,375.00	0.00	486,375.00	486,375.00	3,520,000.00	4,006,375.00	4,492,750.00
Series 2016-Sales Tax Rev.	Dec. 2027	8,105,000.00	202,625.00	0.00	202,625.00	202,625.00	1,195,000.00	1,397,625.00	1,600,250.00
Series 2019-Sales Tax Rev.	Dec. 2030	11,030,000.00	275,750.00	0.00	275,750.00	275,750.00	1,000,000.00	1,275,750.00	1,551,500.00
<b>Total Bonds</b>		<b>\$47,450,000.00</b>	<b>\$1,169,350.00</b>	<b>\$0.00</b>	<b>\$1,169,350.00</b>	<b>\$1,169,350.00</b>	<b>\$9,535,000.00</b>	<b>\$10,704,350.00</b>	<b>\$11,873,700.00</b>

Bond Retirement  
\$11,208,020

Current Balance (Set Aside for 2022)

Monthly Set Aside Required  
\$665,680

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
SUMMARY OF INVESTMENT PERFORMANCE  
YEAR TO DATE THROUGH OCTOBER 31, 2022**

MONTH	2022		2021		STANDARD YIELD #	MONEYMKT YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #							
JANUARY	\$286,544,522	\$37,367	0.19%	0.16%	0.10%	\$247,915,757	\$25,844	0.24%	0.10%	0.01%	
FEBRUARY	\$300,470,796	\$41,380	0.25%	0.25%	0.01%	\$241,578,777	\$39,863	0.21%	0.09%	0.01%	
MARCH	\$286,315,650	\$64,394	0.43%	0.42%	0.10%	\$233,701,962	\$31,822	0.22%	0.08%	0.01%	
APRIL	\$298,367,804	\$109,508	0.56%	0.53%	0.10%	\$226,630,970	\$31,038	0.20%	0.07%	0.01%	
MAY	\$346,505,648	\$283,066	1.05%	0.88%	0.50%	\$251,992,878	\$32,939	0.20%	0.06%	0.01%	
JUNE	\$359,979,169	\$356,367	1.64%	1.26%	1.17%	\$287,664,318	\$51,309	0.18%	0.05%	0.01%	
JULY	\$359,458,838	\$548,323	2.08%	1.64%	1.76%	\$288,788,088	\$30,698	0.19%	0.05%	0.01%	
AUGUST	\$350,687,979	\$755,153	2.20%	2.09%	2.09%	\$243,356,737	\$31,714	0.19%	0.05%	0.01%	
SEPTEMBER	\$363,347,871	\$508,240	2.69%	2.56%	2.78%	\$272,326,795	\$40,612	0.19%	0.05%	0.01%	
OCTOBER	\$355,748,894	\$1,302,763	2.87%	3.08%	2.97%	\$273,878,183	\$39,359	0.16%	0.05%	0.01%	
NOVEMBER						\$255,861,732	\$27,571	0.21%	0.06%	0.01%	
DECEMBER						\$262,288,744	\$39,633	0.47%	0.19%	0.01%	
YEAR TO DATE	\$30,742,717	\$4,006,561	1.40%	1.30%	1.15%	\$184,786,142	\$2,008,071	0.88%	0.64%	0.25%	
<b>RTA AVERAGE YIELDS OVER (UNDER) INDEX</b>											
# Moving average coupon equivalent yields for 6 month Treasury Bills, <b>0.25%</b>											
# Market Yield equals US Treasury Money Fund 7 Day Yield <b>0.63%</b>											

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
 OCTOBER 2022

BOND RETIREMENT FUND			
HUNTINGTON MONEY MARKET			
	OCTOBER 2022		\$18,485.07
	2022 YEAR TO DATE		\$18,485.07
	2021 YEAR TO DATE		\$52,643.39
			\$23,758.57
GENERAL FUND			
HUNTINGTON-SALES TAX ACCOUNT			
STAROHIO			\$20.46
KEY BANK SWEEP ACCOUNT			\$37,714.90
FHLB			\$3,593.66
PNC CUSTODY ACCOUNT			\$45,000.00
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT			\$2,825.37
			\$99.47
	OCTOBER 2022		\$89,253.86
	2022 YEAR TO DATE		\$513,125.27
	2021 YEAR TO DATE		\$82,959.50
INSURANCE FUND			
STAROHIO			\$13,110.04
	OCTOBER 2022		\$13,110.04
	2022 YEAR TO DATE		\$66,934.47
	2021 YEAR TO DATE		\$15,131.45
LAW ENFORCEMENT FUND			
KEY BANK SWEEP ACCOUNT			\$21.32
STAROHIO			\$164.81
	OCTOBER 2022		\$186.13
	2022 YEAR TO DATE		\$540.11
	2021 YEAR TO DATE		\$33.99

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
 OCTOBER 2022

LOCAL MATCH FUND			
STAROHIO-LOCAL MATCH			\$195,464.43
KEY BANK SWEEP ACCOUNT			<u>\$764.27</u>
	OCTOBER 2022		\$196,228.70
	2022 YEAR TO DATE		\$1,021,097.48
	2021 YEAR TO DATE		\$103,960.23
PENSION FUND			
STAROHIO			\$3,175.74
KEY BANK SWEEP ACCOUNT			<u>\$17.41</u>
	OCTOBER 2022		\$3,193.15
	2022 YEAR TO DATE		\$12,840.03
	2021 YEAR TO DATE		\$838.03
EMPLOYEE ACTIVITY ACCOUNT			
KEY BANK MONEY MARKET			\$15.27
	OCTOBER 2022		\$15.27
	2022 YEAR TO DATE		\$21.51
	2021 YEAR TO DATE		\$10.87
RTA CAPITAL FUND			
FFCB			\$3,300.00
US TREASURY NOTE			\$62,500.00
KEY BANK SWEEP ACCOUNT			<u>\$401.28</u>
	OCTOBER 2022		\$66,201.28
	2022 YEAR TO DATE		\$140,602.74
	2021 YEAR TO DATE		\$3,810.65

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY  
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)  
 OCTOBER 2022

RESERVE FUND		
STAROHIO		\$181,740.95
FHLB		\$65,625.00
US TREASURY NOTE		\$3,125.00
KEY BANK SWEEP ACCOUNT		<u>\$81.99</u>
	OCTOBER 2022	\$250,572.94
	2022 YEAR TO DATE	\$817,194.27
	2021 YEAR TO DATE	\$115,617.58

TOTAL ALL FUNDS	OCTOBER 2022	\$637,246.44
	2022 YEAR TO DATE	\$2,624,999.27
	2021 YEAR TO DATE	\$346,120.87

INTEREST RECEIVED (CASH BASIS)

OCTOBER	2022 YEAR TO DATE
\$637,246	\$2,624,999

ACCRUED INTEREST:

BEGINNING:	(\$123,554)
ENDING:	\$1,505,115
INTEREST INCOME EARNED:	\$4,006,560

AVERAGE INVESTMENT BALANCE (COST): \$330,742,717

AVERAGE YIELD ON INVESTMENTS: 1.40%

**COMPOSITION OF INVESTMENT PORTFOLIO**  
**AS OCTOBER 31, 2022**

<b>Instrument</b>	<b>PRINCIPAL</b>	<b>FACE</b>	<b>PERCENT OF</b>	<b>AVERAGE</b>	<b>AVERAGE</b>
		<b>AMOUNT</b>	<b>TOTAL</b>	<b>YIELD</b>	<b>MATURITY</b>
Money Market Account	\$13,432,766	\$13,447,077	3.50%	0.31%	1
Key Bank Sweep Account	\$18,641	\$18,641	0.00%	0.35%	1
Star Ohio	\$171,251,104	\$171,251,104	44.57%	3.18%	1
Earnings Credit Rate Account	\$7,850,338	\$7,850,338	2.04%	0.35%	1
Commercial Paper	\$24,552,453	\$25,000,000	6.39%	0.56%	44
U.S. Government Securities	\$167,102,758	\$167,455,000	43.49%	2.85%	780
<b>Total Investment Portfolio</b>	<b><u>\$384,208,059</u></b>	<b><u>\$385,022,159</u></b>	<b><u>100.00%</u></b>	<b><u>2.87%</u></b>	<b><u>342</u></b>

Greater Cleveland Regional Transit Authority  
 Banking and Financial Relationships  
 As of October 31, 2022

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

**NOTE:**

This information is being provided for applicable individuals to be in compliance with:

- Ohio Revised Code Sections 102.03(D) and (E)
- Ohio Ethics Commission Informal Opinion Number 2003-INF-0224-1
- Ohio Ethics Commission Staff Advisory Opinion to Sheryl King Benford (DGM - Legal Affairs) dated May 6, 2020
- Ohio Ethics Commission Opinion Number 2011-08
- Ohio Ethics Commission Staff Advisory Opinion to R. Brent Minney dated March 27, 2012

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



Greater Cleveland  
Regional Transit Authority

## 2023 DRAFT Board and Committee Meeting Schedule

January 10 – Committees  
January 20 – Board Working Session  
January 31 – Board

February 14 – Committees  
February 22 – Audit Committee  
February 28 – Board

March 7 – Committees  
March 21 – Board and Annual Meeting\*

April 4 – Committees  
April 18 – Board

May 2 – Committees  
May 9 – Audit Committee  
May 16 – Board

June 6 – Committees  
June 27 – Board

July 11 – Committees  
July 25 – Board

August 8 – Committees  
August 15 – Audit Committee  
August 29 – Board

September 12 – Committees  
September 26 – Board

October 17 – Committees  
October 31 – Board

November 2 – Audit Committee  
November 14 – Committees  
November 21 – Board

December 5 – Committees  
December 19 – Board

\*Board Meeting and Annual Meeting on the same day.

### **2023 Conferences**

APTA Legislative – March 12-14

APTA Mobility – April 23-26

APTA Rail – June 11-15

APTA Transit Board Members – TBD – usually in July

OPTA – TBD

APTA TRANSform Conference & Expo – October 8-11