



Greater Cleveland
Regional Transit Authority

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

MEETING NOTICE

Notice is hereby given that the following meeting of the Board of Trustees of the Greater Cleveland Regional Transit Authority will take place on **Tuesday, October 26, 2021** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon.

This meeting will be live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) for staff and members of the public. Members of the public may also attend in-person. Based on Centers for Disease Control (CDC) guidance to continue to avoid large events and gatherings and Ohio Department of Public Health advice that businesses and other entities may continue to require mitigation measures, as well as RTA's interest in protecting community and employee health and safety, the following measures will be in place for in-person attendance:

1. To allow for social distancing, RTA Board Room capacity is limited to forty-four (44) people. To accommodate members of the public, RTA will limit the number of staff permitted in the Board Room.
2. All persons entering RTA's Main Office Building ("MOB") at 1240 West 6th Street are required to wear a mask/face covering and maintain a distance of six feet or more from other individuals who are not members of their family or household. The mask/face covering must be cloth or other fabric and worn to cover the person's nose, mouth and chin. If a person entering the building does not have a mask, one can be provided to them.
3. All persons entering RTA's MOB will be temperature screened for COVID-19 in accordance with guidance provided by the CDC and the Cuyahoga County Board of Health. If the screening indicates that the person may be infected with COVID-19, that individual will be denied entry.

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

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



India L. Birdsong
General Manager, Chief Executive Officer

ILB:tab
Attachment



REVISED AGENDA

RTA Board of Trustees Meeting

Tuesday, October 26, 2021

9:00 a.m.

- I. Call to order
- II. Roll Call
- III. Certification regarding notice of meeting
- IV. Approval of the September 28, 2021 Board Meeting minutes
 - A. RTA response to service redesign
- V. Public comments (**2 minutes**) on **agenda items** can be made in person or phoned in using the dial in information:

Phone: 440-276-4600
- VI. Board Governance Committee report
- VII. Operational Planning & Infrastructure Committee report
 - Chair: Mr. Terence P. Joyce
- VIII. Organizational, Services & Performance Monitoring Committee report
 - Chair: Mayor Michael P. Byrne
- IX. Audit, Safety Compliance and Real Estate Committee report
 - Chair: Karen Gabriel Moss
- X. External and Stakeholder Relations and Advocacy Committee report
 - Chair: Valarie J. McCall
- XI. Community Advisory Committee (CAC)
 - Board Liaison: Roberta Duarte
- XII. Ad Hoc Committee reports
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Luz Pellet, Chair
- XIII. Introduction of new employees and announcement of promotions
- XIV. Introduction of resolutions:

- A. 2021-87 – Authorizing the General Manager, Chief Executive Officer to enter into an intergovernmental agreement with the Cleveland Metropolitan School District for student fares for the 2021-2022 school year and ratifying the issuance of tickets – **TABLED AT THE SEPTEMBER 28, 2021 BOARD MEETING**
 - B. 2021-92 – Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the third quarter of 2021
 - C. 2021-93 – Authorizing Contract No. 2021-141 with Axon Enterprise, Inc. to provide Taser 7 program equipment and services in an amount not to exceed \$103,178.00 per year for a total contract amount not to exceed \$515,890.00 for a period of five years (General Fund, Transit Police Department budget)
 - D. 2021-94 – Authorizing Contract No. 2021-147 with Giro, Inc. to provide Hastus software implementation, testing and hosting services for a period of one year in an amount not to exceed \$275,082.00 (General Fund, Intelligent Transportation Systems Department budget)
 - E. 2021-95 – Authorizing Contract Co. 2021-152 with AT&T Corporation for switched Ethernet on-demand services for a period of three years in an amount not to exceed \$171,147.60 (General Fund, Innovation & Technology Department budget)
 - F. 2021-96 – Authorizing the General Manager, Chief Executive Officer to enter into an updated Memorandum of Understanding with the Department of Justice, Federal Bureau of Investigation (FBI) for continued participation in the Multi-Jurisdictional Organized Crime Task Force
 - G. 2021-97 – Authorizing the Greater Cleveland Regional Transit Authority to execute a Development and Use Agreement with AJAPPJR, LLC, an Ohio Limited Liability Company, to advance the Columbus Road Transit-Oriented Development Project
 - H. 2021-98 – Amending Section 620.04 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
 - I. 2021-99 – Enacting Chapter 288, repealing Chapters 291 and 295 and amending Section 284.01 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority
- XV. Secretary-Treasurer's Report:
- A. General Fund Revenue – status as of September 30, 2021 versus 2020 actuals

- B. General Fund Revenue – status as of September 30, 2021 versus the 2021 budget
- C. Sales & Use Tax Receipts Report budgeted during 2021, actual receipts through October 2021
- D. Inventory of Treasury Investments as of September 30, 2021
- E. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of September 30, 2021
- F. Summary of Investment Performance, Year to Date through September 30, 2021
- G. Report on Investment Earnings (cash basis) as of September, 2021
- H. Composition of Investment Portfolio as of September 30, 2021
- I. Banking and Financial Relationships as of September 30, 2021

XVI. General Manager's Report

XVII. President's Report

XVIII. Old Business

XIX. New Business

- Proposed 2022 Board and Committee Meeting Schedule

XX. Public comments (**2 minutes**) on **non-agenda items** can be made in person or phoned in using the dial in information:

Phone: 440-276-4600

XXI. The next regular Board meeting is scheduled for **Tuesday, November 16, 2021** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will also be live-streamed on RTA's Facebook page (www.facebook.com/rideRTA).

XXII. Adjournment

Minutes

RTA Board of Trustees Meeting

9:01 a.m. September 28, 2021

Present: Lucas (Chair), Moss (Vice-Chair), Joyce, Koomar, Serrano, Weiss

Not present: Byrne, Duarte, McCall, Pellot

Staff: Benford, Birdsong, Burney, Catalusci, Caver, Coffey, Dangelo, Fields, Garofoli, Gautam, Ghanem, Johnson, Jones, Kirkland, Lincoln, Miller, Mothes, Petit, Schipper, Sutula, Talley, Togher, Walker-Minor

Public: Gibbons, Loh, Rodriguez

President Lucas called the meeting to order at 9:01 a.m. The secretary called the roll and reported that six (6) board members were present.

This meeting was live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) for staff and members of the public. Based on Centers for Disease Control guidance to continue to avoid large events and gatherings and Ohio Department of Public Health advice that businesses may continue to require mitigation measures, as well as RTA's interest in protecting community and employee health and safety, several measures were put in place for in-person attendance, which are spelled out on the meeting notice. The public was allowed to attend the meeting in-person.

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

Minutes

President Lucas stated that the minutes from the August 24, 2021 Board Meeting, August 31, 2021 Special Board Meeting and September 14, 2021 Special Board Meetings had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. The minutes were approved.

Rev. Lucas commended the staff on their work at Tower City during an incident that happened there last week.

Public Comments – Agenda Items (comments were submitted in-person and by phone)

1. Luz Pellot – Ms. Pellot is a Board member. She spoke with a woman from UCI and she said how fantastic the vaccination bus has been and helpful to the public.
2. Mark Rodriguez – He works with NOBLE. He asked about the bus stop that was moved outside the Emergency Room at MetroHealth Hospital. Now Paratransit passengers have to wait outside. Dr. Caver said he will look into this matter. It could have been moved at the request of the hospital due to construction around the hospital.
3. Ms. Montgomery – She called to see if the review of reinstating the 15A has been completed. Dr. Caver said they are still reviewing the route request from the community.

Committee Reports

Ms. Moss stated that the Audit Committee met last week. They will review the Internal Audit Charter to ensure it is in compliance. They will meet again October 27, 2021 at 2:30 p.m. Ms. Pellot stated that the Ad Hoc Technology Committee will meet Wed, October 20, 2021 at 5 p.m.

Community Advisory Committee (CAC)

No report.

Ad Hoc Committee Reports

No report.

Introduction of New Employees/Promotions

New Hires:

- Kyle Best – Engineering Co-Op
- Tatiana Bivens – Operator
- Karen Bryant – Operator
- Darney Dunn – Operator
- Laura Chawshaw – Staff Auditor
- Michael Fesler – Associate Counsel II
- Natasha Everett – Operator
- Melonie Foree – Operator
- Sharon Gayle – Operator
- Gary Hutchinson, Jr. – Laborer
- Chad Hicks – Operator
- Tiffany Holder – Talent Acquisition Manager
- Tariq Mohammed – Public Transit Development Program Business Analyst
- Shaquille King – Operator
- Kylan Levy – Operator
- Deontae Morris – Operator
- Andreas Rainge – Laborer
- Laura Paull – Talent Acquisition Manager
- Kazeem Raheem – Operator
- Verginia Veria – Operator
- Darylenna Robinson – Operator
- Michael Yelko – Operator

Promotions:

- Evan Lett – Service Quality Coordinator
- Robert McCormick – Bus Shelter Maintenance Supervisor
- Derrick Gordon – Paratransit Dispatch

Ms. Birdsong added that there are a lot of operator new hires. Next month there will be a presentation on hiring practices and where we stand with workforce needs. There is a shortage of operators. Staff has been working hard to work on creative strategies to fill these positions. There will be a report out in November on Training and Development. Ms. Moss asked if the report could include a breakdown of the open positions across the board and how long the positions have been open.

Introduction of Resolutions:

- A. 2021-85 – Authorizing Contract No. 2021-085 with the Osborn Engineering Company for Project 19.10 – On-Call Bridge Engineering Services II in an amount not to exceed \$300,000.00, (RTA Capital and/or Development Funds, Engineering & Project Development Department budget), the adoption of which was moved by Mr. Serrano, seconded by Ms. Moss and approved by unanimous vote.
- B. 2021-86 – Authorizing Contract No. 2021-88 with Kapsch Trafficcom USA Inc. to provide rail heater equipment and related services for a total contract amount not to exceed \$1,442,351.00 (RTA Development Fund, Power and Way Department budget), the adoption of which was moved by Mr. Joyce, seconded by Mr. Serrano and approved by unanimous vote.
- C. 2021-87 – Authorizing the General Manager, Chief Executive Officer to enter into an Intergovernmental Agreement with the Cleveland Metropolitan School District for student fares for the 2021-2022 school year and ratifying the issuance of tickets, it was moved by Ms. Moss, seconded by Mayor Koomar to table this item due to Mr. Serrano having to recuse himself, therefore not having enough votes (6) to pass it.
- D. 2021-88 – Designation of depositories for active and interim public monies during the five-year period commencing October 5, 2021 through October 4, 2026, the adoption of which was moved by Mr. Serrano, seconded by Mayor Koomar and approved by unanimous vote.
- E. 2021-89 – Estimation of inactive deposits of the Greater Cleveland Regional Transit Authority to be awarded for the period from October 5, 2021 through October 4, 2026, the adoption of which was moved by Mayor Koomar, seconded by Mayor Weiss and approved by unanimous vote.

Ms. Moss asked for more information prior to the vote. Ms. Gautam explained that this resolution and 2021-88 are requirements of the Ohio Revised Code (ORC). Reso 2021-88 identifies those financial institutions that have adequate collateral and are eligible to receive public monies within the five-year period. They have different amounts of collateral. RTA would be restricted to depositing those public monies that meet the collateral requirement. Reso 2021-89 relates to any funds RTA will not use in a five-year period. We have zero inactive funds.

- F. 2021-90 – Amending Chapter 286 and repealing Chapter 289 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority, the adoption of which was moved by Mr. Serrano, seconded by Mayor Koomar and approved by unanimous vote.
- G. 2021-91 - Authorizing a utility agreement with Cleveland Electric Illuminating Company to extend electric service to the new Warrensville Van Aken substation (Project No. 60B) in an amount not to exceed \$850,520.03 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mr. Joyce, seconded by Mayor Koomar and approved by unanimous vote.

Secretary-Treasurer's Report

Rajan Gautam, Deputy General Manager of Finance and Secretary-Treasurer, gave the report. The unemployment rates by month for Cuyahoga County and Ohio are from the Bureau of Labor Statistics. The County rate will be published at the end of the month. In August 2021, the U.S. unemployment rate dropped from 5.4% to 5.2%. The Ohio rate remained at 5.4%. Ridership has remained steady from May through July. August ridership increased by 14.5% when compared to 2020. YTD ridership is still 18.2% below 2020 levels. Passenger fare revenue also has remained stable over the last three months. August fares were 8% higher than August 2020. YTD they are 18.3% lower than 2020.

Sales tax has remained strong. Sales tax collected in September is based on June activity due to the three-month lag. That number is 11.8% higher than September 2020. YTD we are 13.1% higher compared to 2020. Thirteen of the 23 categories that make up the sales tax base were positive. September 2021 compared to 2020, motor vehicles and motor crafts were 10.6% higher. Online sales were 43.8% higher. Regular and statewide sales were 16.4% higher. This is the second month where liquor receipts were less than the previous year with a decline of 5.3% compared to September 2020. The CARES Act funding was fully drawn down. CRRSAA through August 2021 has been drawn down for \$67.4 M. ARP drawdowns have begun. We have so far drawn down \$54.8 M with \$81.3 M remaining.

In May he reported on the plan of spending down the unrestricted funds that the stimulus payments have resulted in. With the savings and passenger fares and sales tax revenue, that ordinarily would have supported our operations. The debt reduction of \$60 M has been completed after the Board approval in July. The debt will be paid off nine years ahead of schedule, resulting in approximately \$126 M in savings. We had planned for \$60 M, but the actual defeasance was \$57.5 M, which is a result of the fluctuating rates of treasury and other investment rates. The \$2.5 M savings will go back to supporting Operations or Capital Funds. Rev. Lucas thanked the Finance Department for their hard work.

General Manager/CEO Report

India Birdsong, General Manager/CEO, presented the report. She thanked the Board, staff and Transit Police for their commitment to public transit. The transit industry is working toward figuring out how to respond to the federal vaccine mandate. The RTA management team is finding out how many employees have their vaccination card. The data will be presented to the Board in October with next steps to determine how we will proceed with the mandates. At that time, they will seek out guidance from the FTA and our CDC partners to determine next steps. We are working with the union also.

RTA received TRAC funding for its light rail program for \$4.2 M for State Fiscal Year 2022 to replace the tracks and crossovers at the end of the Blue Line. Staff has been working with our legislative partners and advocacy groups to explain the importance of our rail system and how we are going through the eligibility process with ODOT to be able to recognize that importance and qualify for funding. She thanked Mr. Marchbanks who heads ODOT. A \$8 M, 6-week light rail rehab project was completed. Service will be restored Oct. 2, 2021. The rail car replacement project was reposted from being cancelled June 11, 2021. We wanted to ensure a quality response. We conducted a thorough vendor debrief and industry review. Staff spoke to the FTA administrator and others on guidance on the legislative side to ensure the procurement is quality this second round. We met with other transit properties to see what they have done and decided to post it for a longer period of time with a few additional modifications to the specifications. It will be advertised in October and brought back to the Board for recommendations.

Staff attended the Ohio Public Transit Association (OPTA) Conference Sept 15-17, 2021 in Akron, Ohio. This is our state advocacy organization. Marketing and Human Resources staff made presentations. Jeff Macko, Planning Team Leader won the 40 under 40 award. Conference of Minority Transportation Officials (COMTO) will celebrate 50 years September 27-29, 2021. They advocate for an equal playing field for communities of color and transit officials of color for diversity and inclusion. COMTO has a Cleveland/Northeast Ohio Chapter. The chapter was very active 10 years ago. Staff is working to make this a part of the D&I program at RTA. The chapter will host an event to broadcast COMTO's Celebrating The Women Who Move the Nation virtual event today at 2 p.m. Ms. Birdsong who is a former National Board Member as well as retired DGM for Finance Loretta Kirk are past honorees. The current Chapter President is Jarrett Davis from Human Resources.

President's Report

President Lucas considers it an honor to serve in his position. He regularly speaks with the Board Support Administrator Theresa Burrage and visits the office regularly to conduct business. He appreciates the hard work of the General Manager, Legal Department and staff. He is happy that the work on the Shaker Rapid Line is almost complete.

He read into the record the following Delegation of Authority memo:

The responsibilities of the Secretary/Treasurer are outlined in Article II, Section 8 of the Bylaws. Pursuant to Article II, Section 8(b)(8) of the Bylaws, the Secretary-Treasurer may perform "such other duties as may be required by or delegated by the Board."

Effective as of May 1, 2021, I hereby delegate to Rajan D. Gautam, Secretary/Treasurer, or his designee, the responsibility for reviewing and approving purchasing card transactions and travel expense reports submitted by the General Manager, Chief Executive Officer, the Executive Director of Internal Audit and members of the Board of Trustees.

Public Comments – Non-Agenda Items (comments were submitted in-person and phone)

1. Ms. Montgomery – She asked what the time frame is for a response on the reinstatement of the 15A and 48A. Ms. Birdsong said she will have Operations and Planning review the request and bring a recommendation to her next month and bring back to the Board before the holiday season.
2. Arric Stewart – At the July 27 Board Meeting, Ms. Birdsong said she'd review his email about putting the 15A and 48A back into its previous service. He hasn't heard back from her after leaving several messages. Councilman Joe Jones hasn't had a conversation with her either. His proposal is to have the 48A serve one stop service to route 15 at E. 131st, service a transfer point for the 15A, one stop service to Shaker Square and go to University Hospital and Cleveland Clinic which the regular 48 currently serves. Slow down the 48 and put it back at hourly service and keep the 48A at hourly service, they will operate at 30 minute intervals from E. 131st in Miles heading North. Start the 50 at Marymount at hourly service, it will serve 30 minute intervals from Marymount Hospital to E. 131st in Miles and the same 50 can head on Miles where it will shift service with the 19 and 19B and go down E. 116th and to the same hospitals. This is a factual assessment and would give more service to the public and would be more efficient to the public who live east of E. 131st in Cane.

Ms. Birdsong is aware of his calls to staff. She asks Natoya Walker-Minor to work with Councilman Jones to set up a call before the next Board Meeting. The review was given at a

previous Board Meeting. They will reach out to him to explain the outcome and provide follow-up information to the Board.

3. Carlita Gardner – She asked that the 48A and 15A be reinstated.

Upcoming Meetings

The next regular Board meeting is scheduled for Tuesday, October 26, 2021 in the Board Room of the Authority, Root-McBride Building, and 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Facebook page for staff and members of the public at www.facebook.com/riderta. The public is allowed to attend in-person.

This meeting was adjourned at 9:47 a.m.

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR STUDENT FARES FOR SCHOOL YEAR 2021-2022 AND RATIFYING THE ISSUANCE OF TICKETS FOR THE FIRST DAY(S) OF SCHOOL	Resolution No.: 2021-87
	Date: September 23, 2021
	Initiator: Finance
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This Intergovernmental Agreement will allow a volume discount to the Cleveland Metropolitan School District ("CMSD"), the Authority's largest volume buyer of student fare cards and tickets, for the purchase and payment of student tickets for the 2021-2022 school year. The purchase and payment will relieve some of the budgetary impact on the schools, as well as improve cash flow and accounts receivable activity for the GCRTA. This action includes ratification of the issuance of two hundred twenty thousand (220,000) 2-trip tickets to CMSD for use by students on August 6, 2021.

The CMSD school board approved this agreement at its August 24, 2021 board meeting.

2.0 **DESCRIPTION/JUSTIFICATION:** The proposed Intergovernmental Agreement with CMSD will allow for discounted rates, provided the school district meets certain criteria. This proposal is a result of discussions with CMSD with uncertainties presented by the COVID-19 pandemic in which CMSD remains uncertain of how the school year will progress between in-school or remote learning for its students. The terms have been modified from prior years.

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

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

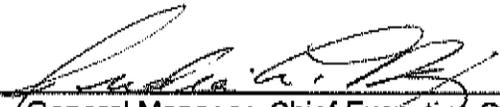
5.0 **POLICY IMPACT:** This action is consistent with the Board's policy to authorize the Authority to enter into intergovernmental agreements with school districts for student fares. Authorization of this Intergovernmental Agreement will allow GCRTA to continue to provide economical public transportation to students as well as promote ridership of public transportation.

6.0 **ECONOMIC IMPACT:** Based on the needs of CMSD, a maximum of 2,400,000 2-trip tickets could be purchased which would result in revenue of up to \$3,840,000 for the Authority.

Staff Summary and Comments
Intergovernmental Student Transportation Agreement
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- 7.0 ALTERNATIVES: Rejection of this action would result in hardship for the school district and could lead to the possible discontinuation of using public transportation for student transport.
- 8.0 RECOMMENDATION: This resolution was discussed at the September 14, 2021, Operational Planning & Infrastructure Committee and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: Draft Intergovernmental Student Transportation Agreement.

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



General Manager, Chief Executive Officer

**INTERGOVERNMENTAL STUDENT TRANSPORTATION AGREEMENT
BETWEEN THE
GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT
FOR THE 2021-2022 SCHOOL YEAR**

THIS AGREEMENT, by and between the Greater Cleveland Regional Transit Authority (hereinafter referred to as "GCRTA"), 1240 West 6th Street, Cleveland, Ohio 44113-1331, acting pursuant to Resolution No. _____, adopted by its Board of Trustees on September _____, 2021, and the Cleveland Metropolitan School District (hereinafter referred to as the "District"), whose principle offices are located at 1111 Superior Ave E, Suite 1800, Cleveland, OH 44114, acting pursuant to Resolution No. 2021-81009(B), adopted by the Board of Education of the District on August 24, 2021.

WITNESSETH: That

WHEREAS, the District is certified by the Ohio Department of Education to provide education services; and

WHEREAS, the District wishes to make transportation available to its enrolled students and to students on whose behalf it is obligated to provide transportation service; and

WHEREAS, the GCRTA is amenable to providing said service to the District's students; and

WHEREAS, the District and GCRTA wish to provide transportation in a controlled, efficient and cost effective manner; and

WHEREAS, due to the COVID-19 pandemic, the District moved to remote learning in March 2020 and its students did not use GCRTA's transportation services from that date through the June 19, 2020 conclusion of the term of the Intergovernmental Student Transportation Agreement between the Greater Cleveland Regional Transit Authority and the Cleveland Metropolitan School district for Academic Year 2019 ("2019 Agreement"); and

WHEREAS, the District requested a refund for a portion of the amount paid under the 2019 Agreement to reflect the time period during which it did not take advantage of the transportation services provided by GCRTA; and

WHEREAS, although GCRTA continued to provide transportation services during the time period from March 2020 through June 2020, it wishes to support its community partners to the extent practicable; and

WHEREAS, after negotiation, the District and GCRTA agreed that GCRTA would apply a credit of \$518,000 to the District's account over the course of the 2020-2021 and 2021-2022 school years, with 25% of that amount credited to each of the fall 2020, spring 2021, fall 2021 and spring 2022 terms; and

WHEREAS, if the value of the tickets purchased by the District in any term is less than the amount of the credit for that term, GCRTA will credit up to the amount of the tickets purchased and carry the remainder forward to the next term but not past the spring 2022 term; and

WHEREAS, GCRTA will not in any event issue a cash refund; and

WHEREAS, the COVID-19 pandemic created uncertainty regarding whether the District's students would attend school in person or virtually during the 2020-2021 school year as well as the need for transportation services and GCRTA and the District entered into a short-term agreement to address the District's reduced need for transportation during the COVID-19 pandemic without setting a precedent for future agreements; and

WHEREAS, due to continuing uncertainty for the 2021-2022 school year, the District has determined that tickets will best address the District's need for transportation during the 2021-2022 school year.

NOW, THEREFORE, GCRTA and the District, for good and valuable consideration including the mutual promises contained below, agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall commence on August 1, 2021, and shall continue through June 22, 2022.

2. **PRICE AND TERMS OF SALE**

- a) The District will purchase up to 2,400,000 two-trip student tickets at a price of \$1.60 per two-trip ticket. (These tickets will be referred to herein as "Tickets.") Tickets must be ordered on a separate written purchase order. The District shall not assess a charge in excess of this price for each Ticket. GCRTA shall deliver the number of Tickets specified in each order to the District's Transportation Department. The risk of loss for said Tickets shall pass to the District immediately upon delivery of the Tickets to the District. The District shall sign the accompanying invoice and immediately return the signed invoice to GCRTA's Accounts Receivable Department.
- b) Tickets may be used by District students in Grades 6 through 12, residing within the borders of Cuyahoga County and attending private or public schools certified by Ohio Department of Education until the expiration date of the

Tickets. The District may exchange unused tickets prior to such expiration date. Tickets may be used on regular routes operated by the GCRTA for the purpose of transporting fare paying passengers. Tickets are non-transferable. Non-students using Tickets will either be denied service or required to pay the full fare.

c) Payment

GCRTA shall invoice the District for each order of Tickets and the District shall remit payment within 30 days of receipt of the invoice.

Failure to make timely payment may lead to the termination of this agreement.

Due to the fact that the District's students did not use transportation services during a portion of the 2019-2020 school year, GCRTA and the District agreed that GCRTA would apply a credit to the District's account. GCRTA will apply the remaining credit to the District's account over the course of the 2021-2022 school year. In no event will the remainder be carried forward past the 2021-2022 school year. Cash refunds will not be issued.

d) Invoices

Invoices will be directed to the District's Office of Accounting, Attention: Michael Bowen, Director of Accounting.

3. RIGHT TO TERMINATE AGREEMENT

If either Party becomes insolvent or fails to perform any undertaking essential to the purpose of this Agreement, or fails to conduct its business to the satisfaction of the other Party, then the other Party may cancel and terminate this Agreement by thirty (30) days' notice in writing to the defaulting Party, provided, however, that the defaulting Party may cure any failure of performance within thirty days of receipt of notice.

The expiration or termination, for any reason, of this Agreement shall be without prejudice to the rights of either Party.

4. STUDENT CONDUCT

a) In accordance with its representations in 2015, the District removed the following language from the 2016-2017 Student Code of Conduct and maintains its deletion from the 2021-2022 Student Code of Conduct:

A student suspended from the bus will be given two RTA tickets at the time of suspension. Additional RTA tickets will be provided, as

needed, each day the student appears in school during the term of the bus suspension.

b) The Board of Education of the District has adopted and maintains the policy outlined in Exhibit A hereto.

5. **FORCE MAJEURE**

If because of Force Majeure, either Party shall be unable to carry out any of its obligations under this Agreement, then those obligations shall be suspended to the extent made necessary by Force Majeure. The Party affected by Force Majeure shall give notice to the other Party as promptly as practical of the nature and probable duration of such Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the Party and which wholly or partially prevent the timely performance of the Party's obligations under this Agreement, provided that the effect of such Force Majeure shall be eliminated insofar as possible with all reasonable dispatch; provided further, that performance of service obligations by the Party shall be excused only to the extent made necessary by the Force Majeure condition; provided further, that neither Party shall be required to settle a labor dispute on terms unacceptable to the Party affected; and provided further, that neither Party shall be required to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure condition. The Parties agree that, during the duration of the Force Majeure condition, neither will seek to declare the other in default for failure to timely perform its obligations under this Agreement.

6. **RECORDS AND AUDITS**

The District shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31, as applicable. GCRTA and its authorized representatives shall have the right to audit, to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the District, including, but not limited to those kept by the District, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The District

shall, at all times during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The District shall at any time requested by GCRTA, whether during or after completion of this Agreement, and at the District's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GCRTA. Such records shall be made available to GCRTA during normal business hours at the District's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GCRTA. The District shall ensure GCRTA has these rights with the District's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the District and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the District's obligations to GCRTA. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GCRTA may recoup the costs of the audit work from the District. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the District's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GCRTA's findings to the District.

7. **ASSIGNMENT**

Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

8. **CHANGES; ALTERATIONS**

No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly executed by both Parties.

9. **APPLICABLE LAW; SEVERABILITY**

This Agreement and any disputes relating to it shall be construed under the laws of the State of Ohio. If any provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the Agreement's remaining provisions.

10. **ENTIRE AGREEMENT**

This instrument constitutes the entire Agreement of the Parties with respect to its subject matter, superseding all prior understandings, agreements, or communications (whether oral or written), and shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

11. NOTICES

All notices to be given pursuant to this Agreement shall be sufficient if given in writing, delivered in person or by registered or certified mail, postage prepaid, and, in either case addressed to the respective party at its postal address or at such other address or addresses each may hereafter designate in writing. Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith.

Notice shall be delivered or mailed to the parties at the addresses shown below:

If to the District	If to GCRTA
Cleveland Metropolitan School District	Greater Cleveland Regional Transit Authority
Attn: Eric Taylor	Attn: John J. Togher
Executive Director, Transportation	
3832 Ridge Road	Director of Accounting
Cleveland, OH 44144	1240 West 6 th Street
	Cleveland, OH 44113-1331

12. ACKNOWLEDGEMENT

The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1 through June 30). By signing this Agreement, the District represents that it has appropriated the funds necessary to fulfill its obligations under this agreement for the 2021 – 2022 school year.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Cleveland, Ohio, as of the last date set forth below.

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

CLEVELAND METROPOLITAN SCHOOL DISTRICT

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

By: ESG
Eric S. Gordon
Chief Executive Officer

Date: _____

Date: September 8, 2021

The legal form and correctness of the within Instrument is hereby approved.

Sheryl King Benford
Deputy General Manager-Legal

Approved as to Legal Sufficiency
Contract Document
Initials: SKB
Date: 9/8/2021
Office of the Chief Legal Counsel
Cleveland Metropolitan School District

**CERTIFICATE OF FUNDS
(Section 5705.41, O.R.C.)**

In the matter of: Greater Cleveland Regional Transit Authority

IT IS HEREBY CERTIFIED that moneys required to meet the obligations of the Board of Education of the Cleveland Metropolitan School District under the above referenced Agreement have been lawfully appropriated for such purposes and are in the treasury of the School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

By: _____

Dated: 9/3/2021

Exhibit A
Repeat Violent Offender Exclusion Policy

Any high school student found by any judicial system to have committed two or more nonviolent crimes (including, but not limited to, theft, criminal damaging, disorderly conduct, or menacing) related to conduct occurring on an RTA vehicle or at an RTA facility or stop may, at the discretion of the CEO or his/her designee, forfeit their privilege to receive RTA transportation or payment for a period of up to one year.

Any high school student found by a judicial system to have committed any violent crime (including, but not limited to, assault, robbery, any sex crime, arson, possession of a dangerous ordinance, or possession of any weapon prohibited by Cleveland Codified Ordinance Section 627.11) related to conduct occurring on an RTA vehicle or at an RTA facility or stop will forfeit their privilege to receive RTA transportation or payment for a period of one year.

Any high school student found by a judicial system to have committed any violent or nonviolent crime related to conduct occurring on an RTA vehicle or at an RTA facility or stop after a one year forfeiture and reinstatement of RTA transportation privileges will permanently forfeit his or her privilege to receive RTA transportation or payment.

Students who forfeit their RTA transportation privilege pursuant to this policy will not be provided any other means of transportation by the District, except that students who require transportation services pursuant to an individualized education program or 504 plan will be provided alternative transportation services by the District.

RESOLUTION NO. 2021-87

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEVELAND METROPOLITAN SCHOOL DISTRICT FOR STUDENT FARES FOR THE 2021-2022 SCHOOL YEAR AND RATIFYING THE ISSUANCE OF TICKETS

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA" or "the Authority") provides public transportation that facilitates travel by students to and from school; and

WHEREAS, pursuant to Resolution No. 2006-131, to avoid an undue hardship on the school districts and to improve the cash flow for the Authority, the GCRTA established an alternate fare structure for the 2006–2007 school year through the 2009–2010 school year for school districts that purchase \$1,000,000 or more of student fare cards per year; and

WHEREAS, pursuant to Resolution No. 2010-019 the rates of fares to be charged by the GCRTA were amended; and

WHEREAS, pursuant to Resolution No. 2010-043, the alternate fare structure established in Resolution No. 2006-131 was revised for the 2010–2011 school year through the 2012–2013 school year to align with the fares enacted in Resolution 2010-019; and

WHEREAS, pursuant to Resolution 2012-076, the Board of Trustees approved an agreement with the Cleveland Metropolitan School District ("CMSD"), the Authority's largest volume buyer of student fare cards, for the purchase of \$2,430,000 in tickets in advance and instituted the use of farebox-compatible picture identification cards ("Passes") thus improving transportation efficiency and control of student passengers; and

WHEREAS, pursuant to Resolution Nos. 2013-109, 2014-061, 2015-075, 2016-066, 2017-051, 2018-073 and 2019-101, the Board of Trustees approved agreements with CMSD for the purchase of passes and tickets; and

WHEREAS, pursuant to Resolution 2016-036, the rates of fares to be charged by the GCRTA were amended, including an increase in the price of a student ticket from \$1.50 to \$1.75; and

WHEREAS, due to the uncertainties presented by the COVID-19 pandemic, GCRTA entered into a modified agreement with CMSD for the 2020-2021 school year with terms that were modified from previous years; and

WHEREAS, due to the ongoing uncertainties presented by the COVID-19 pandemic, it is in the best interest of the Authority to again enter into an intergovernmental agreement with CMSD with terms that have been modified from previous years for the 2021-2022 school year; and

WHEREAS, CMSD has agreed to purchase up to 2,400,000 two-trip student tickets at a price of \$1.60 per two-trip ticket, and to order tickets as needed; and

WHEREAS, CMSD has ordered and GCRTA has delivered 220,000 tickets to CMSD for use by students.

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

Section 1. That the General Manager, Chief Executive Officer is authorized to enter into an intergovernmental agreement with the Cleveland Metropolitan School District ("CMSD") for the 2021-2022 school year. The actions of the General Manager, Chief Executive Officer, in issuing tickets on August 6, 2021, are hereby ratified.

Section 2. CMSD will purchase up to 2,400,000 two-trip student tickets at a price of \$1.60 per two-trip ticket. Tickets shall be ordered as needed and paid for within 30 days of receipt of GCRTA's invoice.

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

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2021-92

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

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

<u>Name</u>	<u>Title</u>	<u>Work Location</u>
Louis Sawchik	Paratransit Operator	Paratransit
Robert Schwab	Transit Police Sergeant	Transit Police
Edward Drewery	Janitor	Triskett
Joseph Figas	Operator	Triskett
Nicholas Kinnear	Supervisor – Traction Power	Central Service
Karen Banks	Station Attendant	Rail
Kimberly Collins	Maintenance Helper	Triskett
Bonita Harris	Operator	Triskett
Theophilus Smith	Equipment Repair Leader	Hayden
James Frick	Sales Manager/Sales Director	Main Office
Steve Johnson	Paratransit Operator	Paratransit
Godwin McNeal	Operator	Hayden
Damon Jones	Maintainer	Main Office

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

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

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

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

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

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

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

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

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: TASER 7 PROGRAM EQUIPMENT AND SERVICES VENDOR: AXON ENTERPRISE, INC. AMOUNT: NOT TO EXCEED \$103,178.00 PER YEAR, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$515,890.00 FOR A PERIOD OF FIVE YEARS	Resolution No.: 2021-93
	Date: October 21, 2021
	Initiator: Transit Police
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a sole source contract to provide a comprehensive Taser program equipment and services to its Transit Police Officers that includes training, certification, materials, Taser units, licenses, equipment, and other related services for a period of five years.

- 2.0 **DESCRIPTION/JUSTIFICATION:** Conducted energy weapons (CEW), commonly referred to as "Tasers" allow transit police officers an important tool that bridges the gap between open hand control techniques and lethal force. CEW can be used at distances of up to 27 feet, depending on what hardware is deployed and are useful in taking people into custody that would be otherwise subjected to more significant amounts of force. The Taser program will reduce the likelihood of officers being injured while dealing with violent and combative subjects. The Authority will be obtaining the Taser 7 units in the yellow handle version, allowing officers the greatest possible chance of recognizing it as a nonlethal CEW and not a lethal handgun. The Taser 7 energy weapon program is necessary so that all Greater Cleveland Transit Police Officers will each have a department issued Taser, equipment, training, and other related services. This will specifically allow the Authority to purchase energy weapon program management, Taser 7 model units, licenses, warranty, the Taser 7 certification plan and add-ons, hands on-weapon training through virtual reality, equipment, materials, and other related services. All equipment includes a five-year warranty.

- 3.0 **PROCUREMENT BACKGROUND:** The sole source contract is exempt from competitive bidding as authorized by Section 306.43 (H)(3) of the Ohio Revised Code. This procurement will allow the Authority to upgrade its current Taser program, which utilizes older Taser models, with 130 of the Taser 7 model units and will include licenses, training, equipment, and related services in an amount not to exceed \$103,178.00 per year, for a total contract amount not to exceed \$515,890.00 for a period of five years. The upgrade includes a discount for trade-in of older Taser models for a total value of \$17,010.00.

 A cost analysis has been performed and the Procurement Department has determined the negotiated proposal from Axon is fair and reasonable to the Authority.

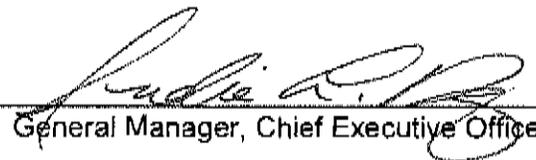
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.

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

Staff Summary & Comments
Taser 7 Program Equipment and Services
Page 2

- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the General Fund, Transit Police Department budget, in an amount not to exceed \$103,178.00 per year, for a total contract amount not to exceed \$515,890.00 for a period of five years.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would leave each transit police officer without their own individual yellow handle department issued Taser.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Organizational, Services & Performance Monitoring Committee at the October 12, 2021 meeting. It is recommended that the offer of Axon Enterprise, 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. 2021-93

AUTHORIZING CONTRACT NO. 2021-141 WITH AXON ENTERPRISE, INC. TO PROVIDE TASER 7 PROGRAM EQUIPMENT AND SERVICES IN AN AMOUNT NOT TO EXCEED \$103,178.00 PER YEAR FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$515,890.00 FOR A PERIOD OF FIVE YEARS (GENERAL FUND, TRANSIT POLICE DEPARTMENT BUDGET)

WHEREAS, the Authority currently utilizes Tasers when performing its transit police duties; and

WHEREAS, the Authority utilizes Axon Enterprise, Inc. located at 17800 North 85th Street, Scottsdale, Arizona 85255 for its Taser equipment; and

WHEREAS, the Ohio Revised Code, Section 306.43(H)(3) provides that competitive bidding is not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, the Authority needs to replace old and outdated Taser models from the original source, Axon Enterprise, Inc. because it is the only vendor that can provide an upgrade to the new model Taser 7 certification plan with virtual reality, equipment, and related services; and

WHEREAS, Axon Enterprise, Inc., has offered to provide Taser 7 program equipment and related services for the upgrade, in an amount not to exceed \$103,178.00 per year for a total contract amount not to exceed \$515,890.00 for a period of five years; and

WHEREAS, the General Manager, Chief Executive Officer deems the negotiated offer of Axon Enterprise, Inc. to be in the best interest of the Authority, price 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, and Ohio:

Section 1. That the offer of Axon Enterprise, Inc. to provide Taser 7 program equipment and related services, 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 Axon Enterprise, Inc. to provide Taser 7 program equipment and related services, for a period of five years.

Section 3. This procurement will be funded through the General Fund, Transit Police Department budget, in an amount not to exceed \$103,178.00 per year, for a total contract amount not to exceed \$515,890.00 for a period of five years.

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon appropriation of future funds, 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 Axon Enterprise, Inc. 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: October 26, 2021

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
General Manager, Chief Executive Officer 

Date: October 21, 2021

Subject: HASTUS Software Hosting

At the October 26th, Board Meeting, GCRTA will seek approval of a resolution for HASTUS software hosting services for a period of one year. RTA's current bid dispatch and scheduling software vendor, GIRO, is the leading scheduling vendor in nation. Their software ("HASTUS") was implemented in 2012. In 2020, the board approved a resolution to upgrade the HASTUS software to the most current version. Management then determined that hiring GIRO to also host its software would provide significant benefits to RTA.

RTA does not currently have a disaster recovery program active for HASTUS and other systems. In the event of a major power and/or network outage at the main office, all system access would be lost. Hiring GIRO to host the software ensures that our systems have the latest operating software, windows updates, database back-ups and a fully redundant server environment. Utilizing the Microsoft Azure services, GIRO can effectively manage our system and guarantee 99% up time for our users. Utilizing GIRO's hosting solution will also free up in-house IT staff resources, allowing them to focus on other initiatives.

This agreement will include development, implementation and testing of the hosting environment, as well as one year of hosting in the production environment. Due to fluctuations in Microsoft's costs to GIRO, pricing can only be extended for one year at this time. GCRTA staff will evaluate the hosting benefits during this initial period and seek renewal upon confirming its success.

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

ILB/MD



TITLE/DESCRIPTION: CONTRACT: HASTUS SOFTWARE HOSTING VENDOR: GIRO, INC. AMOUNT: NTE \$275,082.00 FOR A PERIOD OF ONE YEAR	Resolution No.: 2021-94
	Date: October 21, 2021
	Initiator: Intelligent Transportation Systems
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a sole source agreement for the implementation, testing and offsite hosting of HASTUS, the Authority's bid dispatch, operator self-service and scheduling software for a period of one year.

2.0 **DESCRIPTION/JUSTIFICATION:** The Authority relies on its HASTUS software to manage operator work performance, scheduling, daily work and payroll. The software was implemented in 2012 and is currently in the process of being upgraded to version 2021 which will allow the Authority to take advantage of more than 100 new useful features to enhance its performance and improve operations.

The Authority currently has an on-premise environment, maintaining the servers, operating system and databases for HASTUS. Maintaining the on-premise environment creates a burden on the Authority's resources, as well as exposure as a single point of failure. Utilizing GIRO, Inc. to host software offsite will free up critical staffing and other resources.

3.0 **PROCUREMENT BACKGROUND:** This sole source contract is exempt from competitive bidding as authorized under Section 306.43(H)(3) of the Ohio Revised Code. GIRO, Inc. developed this software on a proprietary basis and is the only source for providing any modifications, development or maintenance services for the software. The hosting solution will include implementation, testing and hosting services for a period of one year in an amount not to exceed \$275,082.00.

The Procurement Department requested a proposal from GIRO, Inc. The Intelligent Transportation Systems department reviewed the proposal for adherence to the technical requirements. A cost analysis was performed and the Procurement Department has determined the price 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 contract will be funded through the General Fund, Intelligent Transportation Systems Department budget, at a total price not to exceed \$275,082.00 for a period of one year. This total is within the budgeted amount for these services.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would result in the HASTUS software application remaining in the Authority's on-premise environment, resulting in the loss of an opportunity to conserve Authority resources to maintain the system, and potential exposure due to lack of redundancy. Rejection of this offer could also result in potential delay of the HASTUS upgrade to version 2021, which is currently underway.
- 8.0 **RECOMMENDATION:** It is recommended that the offer of GIRO, 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. 2021-94

AUTHORIZING CONTRACT NO. 2021-147 WITH GIRO, INC. TO PROVIDE HASTUS SOFTWARE IMPLEMENTATION, TESTING AND HOSTING SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$275,082.00 (GENERAL FUND, INTELLIGENT TRANSPORTATION SYSTEMS DEPARTMENT BUDGET)

WHEREAS, the Authority currently utilizes GIRO, Inc. licensed products ("HASTUS") for its bid dispatch, operator self-service and scheduling software applications; and

WHEREAS, the Authority currently operates the bid dispatch, operator self-service and scheduling software applications in-house via an on-premise environment, maintaining the servers, operating system and databases; and

WHEREAS, this HASTUS software is proprietary to GIRO, Inc., the original provider and installer of this software; and

WHEREAS, GIRO, Inc has offered to provide the Authority a hosted solution for its bid dispatch, operator self-service and scheduling software applications; and

WHEREAS, the offer of GIRO, Inc, located at 75 Port-Royal Street East, Suite 500, Montreal, QC H3L 3T1, Canada, to provide said services at a total price not to exceed \$275,082.00, was agreed upon; and

WHEREAS, the Ohio Revised Code, Section 306.43(H)(3) provides that competitive bidding is not required when the expenditure is for a renewal or re-negotiation of a lease or license for telecommunications or electronic data processing equipment, services or systems, or for the upgrade of such equipment, services or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of GIRO, Inc., as negotiated, to provide implementation, testing and hosting services for its bid dispatch, operator self-service and scheduling software applications 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 GIRO, Inc., as negotiated, to provide implementation, testing and hosting services for its bid dispatch, operator self-service and scheduling software applications for a period of one year 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 GIRO, Inc to provide said services for a period of one year.

Section 3. The contract will be funded through the General Fund, Intelligent Transportation Systems Department budget, in an amount not to exceed \$275,082.00 for a period of one year.

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

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

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

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: AT&T SWITCHED ETHERNET ON-DEMAND SERVICES VENDOR: AT&T CORPORATION AMOUNT: NTE \$171,147.60 FOR A PERIOD OF THREE YEARS	Resolution No.: 2021-95
	Date: October 21, 2021
	Initiator: Innovation & Technology
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 permit the Authority to enter into a contract with AT&T Corporation for AT&T Switched Ethernet On-Demand Services for a period of three-years.

- 2.0 **DESCRIPTION/JUSTIFICATION:** In support of the operations of the Authority, the Innovation & Technology Department 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 RTA Answerline and the riderta.com website. The network is comprised of private infrastructure and supplemented by leased telecommunications services, including 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, metro-ethernet, etc.

 This technology upgrade is required because AT&T is discontinuing the Authority's existing metro-ethernet product, Switched Ethernet, which will be no longer offered by AT&T. AT&T Switched Ethernet On-Demand is the replacement technology.

- 3.0 **PROCUREMENT BACKGROUND:** This contract is exempt from competitive bidding under Section 306.43 (H)(3) of the Ohio Revised Code which states that a sole source procurement is authorized when "[t]he expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns." The Authority has been utilizing AT&T services since 2004. Because this service is being added to an existing network of AT&T circuits, it cannot be provided by any alternate vendors. Service from an alternate vendor would not connect to the existing AT&T network, thereby requiring the construction of a parallel network at a substantially higher cost.

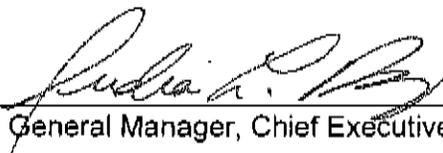
 The monthly recurring cost for AT&T Switched Ethernet On-Demand Services is approximately \$4,134 per month, or \$148,824.00 over the three-year period. Because this service can be adjusted on-demand to meet short-term or long-term increases in bandwidth needs, the Authority is including an additional 15%, or \$22,323.60, as a contingency, for a total contract amount not to exceed \$171,147.60 for a period of three years.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.

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

- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through General Fund, Innovation & Technology Department budget, in an amount not to exceed \$171,147.60 for a period of three years.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would require the Authority to procure an alternative solution from an alternative vendor, which will not integrate with existing AT&T services, causing substantial disruption to daily operations that rely on this connectivity.
- 8.0 **RECOMMENDATION:** It is recommended that the offer of AT&T Corporation be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2021-95

AUTHORIZING CONTRACT NO. 2021-152 WITH AT&T CORPORATION FOR SWITCHED ETHERNET ON-DEMAND SERVICES FOR A PERIOD OF THREE YEARS IN AN AMOUNT NOT TO EXCEED \$171,147.60 (GENERAL FUND, INNOVATION & TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Authority has a need for a technology upgrade to Switched Ethernet On-Demand Services to continue to conduct daily operations; and

WHEREAS, this technology upgrade is required because AT&T is discontinuing the Authority's existing metro-ethernet product, Switched Ethernet, which will be no longer offered by AT&T; and

WHEREAS, because AT&T Switched Ethernet On-Demand Services is being added to an existing network of AT&T circuits, it cannot be provided by any alternate vendors; and

WHEREAS, the Ohio Revised Code, Section 306.43 (H)(3) provides that competitive bidding is not required when "[t]he expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns;" and

WHEREAS, AT&T Corporation, located at One AT&T Way, Bedminster, New Jersey 07921, has offered to provide the technology upgrade to Switched Ethernet On-Demand Services in an amount not to exceed \$171,147.60 for a period of three years; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of AT&T Corporation to provide Switched Ethernet On-Demand Services for a period of three years to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of AT&T Corporation to provide Switched Ethernet On-Demand Services 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 AT&T Corporation to provide Switched Ethernet On-Demand Services for a period of three years.

Section 3. This contract will be funded through the General Fund, Innovation & Technology Department budget, in an amount not to exceed \$171,147.60 for a period of three years.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that AT&T Corporation will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

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

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer

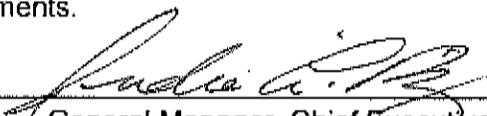


Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN UPDATED MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION (FBI), FOR CONTINUED PARTICIPATION IN THE MULTI-JURISDICTIONAL ORGANIZED CRIME TASK FORCE	Resolution No.: 2021-96
	Date: October 21, 2021
	Initiator: Transit Police
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will allow the Authority to enter into an updated Memorandum of Understanding with the Department of Justice, Federal Bureau of Investigation (FBI), to establish the conditions under which GCRTA Transit Police Officers may be detailed to participate in multi-agency organized crime task force.
- 2.0 DESCRIPTION/JUSTIFICATION: Transportation systems have been the target of organized crime activity. GCRTA Transit Police Officers have been assigned to the local multi-agency organized crime task force for more than 25 years. The FBI has updated its Memorandum of Understanding with its multi-agency partners to reflect the change in name of the FBI Cleveland Transnational Organized Crime Western Hemisphere Task Force, formerly known as the Northern Ohio Law Enforcement Task Force, to the Cartel Gang Narcotics and Laundering Task Force (CGNL).
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: The salaries of GCRTA Transit Police Officers are paid by the GCRTA. Overtime costs, vehicle costs, training costs and associated administrative or investigative costs are borne by the FBI.
- 7.0 ALTERNATIVES: Do not adopt this resolution. The action would dissolve RTA's participation in this FBI multi-jurisdiction taskforce.
- 8.0 RECOMMENDATION: This item was discussed by the Committee of the Whole at the October 12, 2021 meeting. It is recommended that the Board adopt this resolution as proposed.
- 9.0 ATTACHMENTS: None.

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



 General Manager, Chief Executive Officer

RESOLUTION NO. 2021-96

AUTHORIZING THE GENERAL MANAGER, CHIEF EXECUTIVE OFFICER TO ENTER INTO AN UPDATED MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION (FBI) FOR CONTINUED PARTICIPATION IN THE MULTI-JURISDICTIONAL ORGANIZED CRIME TASK FORCE

WHEREAS, the Authority's Transit Police Department has been involved with the FBI's multi-jurisdictional organized crime task force for more than 25 years; and

WHEREAS, the Authority continues to seek to effectively protect the Authority, its employees, and patrons from the effects of organized crime; and

WHEREAS, coordination among federal, state and local law enforcement agencies is critical to establishing an effective force against organized crime activity; and

WHEREAS, the FBI Cleveland Transnational Organized Crime Western Hemisphere Task Force, formerly known as the Northern Ohio Law Enforcement Task Force, has changed its name to the Cartel Gang Narcotics and Laundering Task Force (CGNL); and

WHEREAS, the FBI has updated its Memorandum of Understanding with its multi-agency partners to reflect the name change and to formalize the relationship between the participating agencies to maximize inter-agency cooperation; and

WHEREAS, the General Manager, Chief Executive Officer has determined that the Authority will benefit by continuing its participation in the FBI's organized crime task force.

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

Section 1. The Memorandum of Understanding between the Authority and the U.S. Department of Justice, FBI, formalizing the relationship between the participating agencies of the FBI-led organized crime task force working in this area, be and the same is hereby accepted as in the best interest of the Authority.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into an updated Memorandum of Understanding between the Authority and the U.S. Department of Justice, FBI.

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

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: CONTRACT: A DEVELOPMENT AND USE AGREEMENT WITH AJAPPJR, LLC TO ADVANCE THE COLUMBUS ROAD TRANSIT-ORIENTED DEVELOPMENT ("TOD") PROJECT DEVELOPER: AJAPPJR, LLC, AN OHIO LIMITED LIABILITY COMPANY VALUABLE CONSIDERATION: PURCHASE OF THE DEVELOPMENT SITE, DEVELOPMENT OF A MIXED-USE TOD AND LONG-TERM REVENUE FROM THE TOD PROJECT	Resolution No.: 2021-97
	Date: October 21, 2021
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution seeks GCRTA Board of Trustees' approval for the General Manager, Chief Executive Officer to execute a Development and Use Agreement ("DUA") with AJAPPJR, LLC ("Developer") to plan, finance, develop and operate a mixed-use transit-oriented development ("TOD") on property owned by the Greater Cleveland Regional Transit Authority ("GCRTA") located at the intersection of Columbus Road and Abbey Avenue in Cleveland, Ohio and known as part of Permanent Parcel Numbers 007-11-021, 007-11-022 and 007-11-025, in addition to certain development air rights (the "Property").

2.0 **DESCRIPTION/JUSTIFICATION:** AJAPPJR was selected by a "Request for Qualifications" process to develop the Property and is now prepared to perform due diligence, design, finance, construct and operate the TOD project (the "Project"). On May 25, 2021, the Board of Trustees adopted Resolution 2021-57 authorizing GCRTA to enter into a non-binding Letter of Intent with AJAPPJR for the Project. GCRTA and AJAPPJR executed a non-binding Letter of Intent for the TOD on May 26, 2021. This TOD will enhance the West 25th Street Rapid Transit Station and promote increased use of the Red Line.

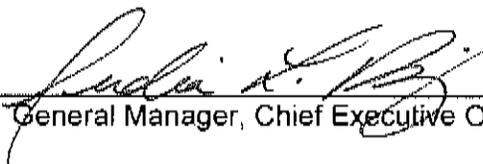
A mixed-use TOD was determined to be the highest and best use for this excess Property, as it will promote the TOD, economic development and real estate goals of the GCRTA. AJAPPJR is a highly respected local developer, owner and manager of quality mixed-use real estate projects. GCRTA will retain an ownership position in the single-asset entity that will own the TOD along with AJAPPJR. The conveyance of the Property from GCRTA to that single-asset entity will take place after Project design and approval, and after appraisals of the Property and Project, and will be subject to the Board's authorization of the conveyance. After the sale and conveyance of the Property, the non-recourse, non-dilutable ownership position will provide GCRTA with long-term revenue for the life of the TOD. This joint development strategy is in compliance with the public-private partnership goals established by the FTA and described in FTA Circular 7050.1B.

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

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

- 5.0 **POLICY IMPACT:** The DUA and Project are in compliance with the TOD guidelines established by the GCRTA and FTA and fully comply with the Real Estate Policies and guidelines of the GCRTA.
- 6.0 **ECONOMIC IMPACT:** The Project will provide GCRTA with significant revenue including the fair market, appraised value of the Property and at least a four percent (4%) non-recourse, non-dilutable ownership position in the legal entity that owns the Project for the life of the Project.
- 7.0 **ALTERNATIVES:** The GCRTA can refuse to execute the DUA and terminate the TOD process.
- 8.0 **RECOMMENDATION:** On October 12, 2021 the Audit, Safety Compliance and Real Estate Committee reviewed the DUA and Project and referred it to the full Board of Trustees for action. Staff recommends the Board of Trustees authorize the execution of the Development and Use Agreement with AJAPPJR, LLC to advance the Columbus Road TOD Project through planning and design.
- 9.0 **ATTACHMENTS:** Attachment A – Draft Development and Use Agreement.

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



General Manager, Chief Executive Officer

DEVELOPMENT AND USE AGREEMENT

THIS DEVELOPMENT AND USE AGREEMENT (this "*Agreement*") is entered into as of _____, 2021 (the "*Effective Date*"), by and between GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, a political subdivision of the State of Ohio, organized and duly authorized pursuant to Ohio Revised Code ("*ORC*") Section 306.30 et seq. ("*GCRTA*") and AJAPPJR, LLC, an Ohio limited liability company, and/or its successors and/or assigns (the "*Developer*"), and jointly referred to as "*The Parties*."

RECITALS

A. GCRTA is the owner of certain real property totaling approximately 3.2 acres along a transit corridor contained within Cuyahoga County, Ohio and known as Permanent Parcel Numbers 007-11-021, 007-11-022, and 007-11-025, with all improvements and hereditaments, thereon bounded by Abbey Avenue, Columbus Road, West 25th Street and Gehring Street in the City of Cleveland (the "*City*"), within which a site of approximately 1.7843 acres along Columbus Road is available for development as depicted as Parcel 3 on Exhibit A attached hereto and incorporated herein (the "*Site*").

B. GCRTA has determined that the development of the Site is in the best interest of GCRTA and the City in that it promotes the health, safety and welfare of the City's residents and is necessary for the purpose of enhancing GCRTA's mission, as well as the creation of jobs and employment opportunities in the City and to improve the economic welfare of City residents.

C. After extensive analysis, deliberation and review, GCRTA formulated a strategy to pursue development of the Site in a manner that embodies GCRTA's compelling vision for the future of Transit-Oriented Development ("*TOD*") in the City.

D. GCRTA, by the authority of its Board of Trustees, executed a non-binding Letter of Intent ("*LOI*") dated May 25, 2021 with the Developer, setting forth the basic terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, and considerations set forth herein and for other good and valuable consideration, GCRTA and Developer hereby covenant and agree as follows:

ARTICLE I DESCRIPTION OF THE PROJECT

Developer shall construct, or cause to be constructed, a new multi-story, mixed-use development on the Site that comprises some combination of office, retail and residential development to be known as [Project Name TBD], as more fully described in this Article I (the "*Project*"). The Project shall be generally consistent with the site plan that will be attached hereto as Exhibit B (the "*Site Plan*"), prior to the expiration of the Inspection Period which generally depicts the Project's utilization and incorporation of some or all of the following components, as reasonably determined in Developer's business judgment:

Section 1.1 Office and Retail Components. The Project will include a minimum of 50,000 square feet, combined, of office and retail space (the “**Minimum Combined Commercial Component**”). The Minimum Combined Commercial Component shall reflect a mix of uses that is responsive to community and market demand, in keeping with TOD principles.

Section 1.2 Residential Component. The Project will include a minimum of the lesser of (a) 125 residential units and (b) 125,000 square feet of residential space (the “**Minimum Residential Component**”). Developer shall use commercially reasonable efforts to include “for sale” units in the Minimum Residential Component. The Project’s residential units shall be reflective of current and anticipated market conditions, respectful and sensitive to the scale and character of surrounding neighbors, and responsive to the changing dynamics of housing demand and availability within the City. The Parties acknowledge and agree that the final mix of residential unit type, size and quantity will be subject to Developer’s discretion, based upon its’ reasonable business judgment.

Section 1.3 Parking. The Project will provide the required parking to support the proposed uses in a manner which is convenient yet unobtrusive to facilitate their respective operations. Final parking requirements will be established in connection with the rezoning or City Planning Commission approval(s); however, parking should reflect the needs of the users and future anticipated parking demands and changes to community transportation preferences. Parking may be provided on-site or off-site, within reasonable proximity to the Site, based upon Developer’s reasonable business judgment.

Section 1.4 Walkability and Green Space. The Project will incorporate pedestrian-friendly green space. The acreage and location of green space dedicated in the Project will be based on programming needs with input from community stakeholders, including integrating and being compatible with the Red Line Greenway trail of the Cleveland Metroparks. Developer will have as its goal that green spaces are included in the Project which: (i) complement adjacent users and use of the RTA, and (ii) is generally consistent with the green space use within current comparable TOD sites in similar-sized cities and projects.

Section 1.5 Community Engagement. GCRTA and Developer will engage the community to ensure that the surrounding neighbors, adjacent landowners, local Development Corporations, advisory committees, and tenants remain informed. Developer will set-up a website to enable members of the community to provide input as the Project progresses. Specifically, Developer will remain open to working with GCRTA, the City, Ohio City Incorporated, Tremont West Development Corporation, Duck Island Block Club, West Side Market Tenants Association, Cleveland Metroparks, and any other adjacent community stakeholders with an interest in the Project and shall keep the community apprised of milestones and updates on the Project as they become publicly available.

Section 1.6 Potential Components. Developer may further consider additional components to the Project, based on Developer’s reasonable judgment as to the highest and best use of space within the Project, which additional components may include:

Section 1.7 Residential Senior Housing. In addition to, or as a part of, the Minimum Residential Component set forth in Section 1.2, the Project may include age-restrictive residential units to meet anticipated market demand for senior residential units within the City (“*Senior Housing*”).

Section 1.8 Hotel/Hospitality. The Project may include a hotel and/or hospitality user to accommodate and encourage visitors to the Project, and enhanced tourism within the community and the City.

Section 1.9 Community/Institutional Unit. The Project may include an educational unit and user dedicated to direct, positive impact in the neighborhood, e.g., employment training and placement.

Section 1.10 Air Rights. The Project may require acquisition of the air rights currently owned by GCRTA along the transit corridor from the West 25th Street Station south, as necessary to accommodate the TOD and open space requirements proposed by the Developer. GCRTA covenants to work closely with Developer and convey such rights for fair market value, as applicable, as a means to further enhance and support the Project.

Section 1.11 GCRTA W. 25th Street Station. Developer will ensure the Project enhances the station and integrates it into the Project pursuant to TOD principles that enhance connectivity and pedestrian accessibility.

Section 1.12 General Project Objectives. The Project will be a TOD that will include a balanced and thoughtful mix of uses and incorporate economically feasible, sustainable development practices in line with the following commercial design guidelines and TOD principles (“*Development Objectives*”):

- (a) Leverage presence of W. 25th Street Station and improve connectivity and contextual compatibility with surrounding neighborhoods;
- (b) Provide physical modifications to the West 25th Street Station to facilitate access from adjacent neighborhoods and support potential increases in transit ridership;
- (c) Enhance transportation network to better balance accommodations for all travel modes (motorized and non-motorized);
- (d) Support a sustainable, livable and walkable environment;
- (e) The Project will reflect a design that is aesthetically pleasing from all sides and compatible with the neighborhood while meeting the economic requirements for constructing it.

(f) Create a mix of uses that are complementary and symbiotic to establish a Project that has economic stability.

ARTICLE II
CONVEYANCE OF THE SITE

Section 2.1 Inspection Period; Indemnification.

(a) Developer shall have from the Effective Date of this Agreement until December 31, 2022 (the “*Inspection Period*”) to conduct, at Developer’s sole cost and expense, any inspections of the Site that Developer deems necessary or desirable to confirm the feasibility of the Project and the condition of the Site, in Developer’s sole discretion, including, without limitation, physical inspections, environmental inspections, tests and surveys, soil borings, geotechnical testing, surveys and title searches, and marketing studies. For any such inspection operations that require access to the Site, Developer shall coordinate with and secure approval from GCRTA well in advance of the time of site access as certain safety parameters or procedures may be required since the Red Line Rapid adjacent to the site will remain an operating rail transit system. The parties will enter into a Temporary Right of Entry Agreement allowing Developer and its consultants authorized access to the Site.

(b) Within fourteen (14) days of the Effective Date, GCRTA will provide Developer with copies of any inspections and reports previously conducted on the Site. Developer will provide GCRTA, upon request, at no additional cost to the GCRTA or Developer, copies of all inspections or reports obtained by Developer in connection with its inspection of the Site, without representation or warranty regarding the content thereof or explanation of the suitability of the results for the Project. GCRTA and Developer agree to maintain the confidentiality of said inspections and reports from third parties, except as to disclosures required by law. Developer will have the right, at any time prior to the expiration of the Inspection Period, to terminate this Agreement, on written notice to the GCRTA, for any reason or for no reason. Upon such termination, the Parties’ obligations and liabilities under this Agreement will terminate, except for those obligations or liabilities that expressly survive the termination of this Agreement. Developer may identify and notify GCRTA of any unsatisfactory Site condition and provide GCRTA an opportunity to correct such condition, provided that Developer thereupon may reserve all rights to terminate this Agreement, for any reason or no reason thereafter, through and until the expiration of the Inspection Period. Any conditions disclosed during the Inspection Period as a result of any test, examination, inspection or survey and not objected to by Developer during the Inspection Period or that are accepted by Developer will be deemed approved by Developer for purposes of this Agreement.

(c) Developer hereby indemnifies and agrees to defend and hold harmless GCRTA from and against all liability, loss, damage and expense (including attorney’s fees) arising from any damage to persons or property caused

by the inspection of the Site by Developer or its agents or consultants. Developer will maintain commercial general liability insurance with a reputable insurer licensed in the State of Ohio, with a Best's rating of A10 or better, providing minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Five Million Dollars (\$5,000,000) per occurrence bodily injury/property and Five Million Dollars (\$5,000,000) aggregate damage/occurrence, naming GCRTA as an additional insured, and will furnish to GCRTA a certificate of insurance in form satisfactory to GCRTA (ACORD or similar form). The indemnities contained in this Section 2.1 shall survive for a period of six (6) months after Closing or termination.

Section 2.2 Condition of the Site.

(a) GCRTA represents to Developer that, to the best of GCRTA's knowledge, without duty of further inquiry: (i) the Site is not subject to any unrecorded easements, options to purchase, rights of first purchase or refusal, or any other agreement or contract to use, lease, or purchase the Site to which GCRTA is not a party, in each case, which shall survive the Closing; (ii) except as noted and described in the any inspections and reports previously conducted on the Site, no hazardous substances have been stored or used on the Site and there are presently no hazardous substances in, on, or under the Site in violation of any law or regulation; and (iii) there are not any special assessments of any nature pending, planned, proposed or threatened with respect to the Site, except as noted in the public records. GCRTA shall fully disclose to Developer promptly following GCRTA's notice thereof, upon any occurrence, change in facts, assumptions or circumstances of which GCRTA becomes aware prior to the Closing Date which may affect the representations set forth above. If any facts arise or are otherwise discovered or determined by Developer to be contrary to or inconsistent with the representations of GCRTA herein, , then Closing shall only proceed upon mutual agreement of the Parties.

(b) Developer acknowledges and agrees that except as expressly provided herein, (i) except as provided above, GCRTA has made no representation or warranty as to the condition, quantity or quality of the Site, or any portion thereof, and (ii) subject to the provisions contained herein, Developer agrees the Site and all portions thereof shall be transferred, as contemplated herein, in "AS IS" condition "where is" and "with all faults" as of Closing, without any representation or warranty whatsoever as to its condition. Developer acknowledges that Developer be conveyed the Site based solely on and subject to Developer's own independent investigations and findings and not in reliance on any information provided by GCRTA or GCRTA's agents or representatives.

Section 2.3 Closing: Purchase Price.

(a) The closing of the transactions contemplated by this Article II (the "**Closing**") will take place in escrow on a date mutually agreeable to GCRTA and

Developer and not later than July 31, 2023 (the “*Target Closing Date*”), provided that Developer shall have the right to extend the Closing to October 31, 2023 (the “*Outside Closing Date*”), with written notice to GCRTA, so long as Developer is diligently pursuing satisfaction of conditions to Closing set forth in Section 2.4. The date of Closing, as the same may be so adjusted or extended, is herein referred to as the “*Closing Date*” GCRTA and Developer hereby appoint Northern Title Agency, Inc., 19545 Center Ridge Road, Rocky River, Ohio 44116 Attn: Deborah S. Furry, President (the “*Escrow Agent*”) to act as escrow agent for the Closing of this transaction. A signed counterpart of this Agreement shall serve as the escrow instructions to the Escrow Agent.

(b) On the Closing Date, and provided that the Parties performed their respective obligations under this Article II, GCRTA will deliver to Escrow Agent: (i) all ownership formation documents properly executed between the Parties for the LLC Entity as specified in Section 2.4 (a)(i); (ii) a limited warranty deed (the “*Deed*”), conveying fee title to the Site to the LLC entity or its nominee(s) (to the extent permitted by this Agreement) in a form satisfactory to the Developer, subject to the following exceptions: (A) real estate taxes and assessments, if any, which are a lien but not yet due and payable, (B) building and zoning ordinances and regulations, (C) any easements, restrictions and other conditions set forth in the title commitment issued by Escrow Agent for the issuance of an ALTA Owner’s Policy of Title Insurance (2006 Form) (the “*Title Policy*”) that are not objected to in writing by Developer during the Inspection Period, and (D) the Restrictive Covenant (collectively, the “*Permitted Exceptions*”); and (iii) any affidavit reasonably required by the Escrow Agent to cause the Escrow Agent to delete the so-called “standard exceptions” from the Title Policy.

(c) The purchase price for the property will be determined by a fair market value MAI appraisal of the Project Site by an appraiser mutually agreed to by GCRTA and the Developer (the “*Purchase Price*”). If GCRTA and Developer are unable to mutually agree on such appraiser each party shall select their own appraiser and those two appraisers shall together select a third appraiser who shall be responsible for preparing such fair market value MAI appraisal of the Project Site. Developer will pay GCRTA the Purchase Price in two parts: fifty percent (50%) in cash at Closing and fifty percent (50%) as GCRTA’s equity in the LLC Entity. GCRTA’s final membership in the LLC Entity will be determined based on the residual value of the Project Site after Developer’s payment of fifty percent (50%) of the Purchase Price at Closing, relative to the anticipated value of the Project following completion, as determined through the third-party Project Appraisal described in Section 2.4(a)(v), but in no case shall GCRTA’s interest in the LLC Entity be less than four percent (4%) of the membership units.

(d) On the Closing Date, provided that GCRTA simultaneously performs its obligations under this Article II, Developer shall deliver to Escrow Agent: (i) Fifty Percent (50%) of the Purchase Price; and (ii) a real property conveyance fee statement.

(e) On the Closing Date, Escrow Agent will complete the transaction described in this Article II by (i) causing the Deed and Restrictive Covenant to be filed for record with the Cuyahoga County Recorder; (ii) issuing the Title Policy to Developer; and (iii) disbursing the Purchase Price to GCRTA, after deducting any sums, charges and prorations as required hereunder.

(f) On the Closing Date, GCRTA will cause to be paid any real estate taxes and assessments, both general and special ("*Taxes*") relating to the Site which are then due and payable. Taxes relating to the period prior to the Closing Date which are not due and payable until after the Closing Date shall be finally prorated between the Parties by the Escrow Agent as of the Closing Date, based upon the latest available tax bill; any taxes paid in advance for any period following the Closing Date shall also be prorated by the Escrow Agent based upon actual Taxes paid.

(g) Developer and GCRTA will each pay one-half (1/2) of any fees charged by the Escrow Agent in connection with the consummation of the Closing at the time of the Closing. GCRTA will pay all local or state real estate transfer taxes, revenue or documentary stamps and Developer will pay for the recording fees for recording the Deed. Developer and GCRTA will each pay one-half (1/2) of the owner's title policy premium, and Developer shall pay the cost of any endorsements and any loan policy premiums. All other costs and expenses of closing the sale of the Site to Developer will be borne in accordance with local custom. Each party will bear its own legal expenses incurred in connection with the negotiation, documentation and Closing of the sale of the Site.

Section 2.4 GCRTA Conditions to Closing.

(a) The obligations of GCRTA under this Article II to sell the Site and consummate the transaction contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that GCRTA waives any of such conditions in writing at or prior to Closing:

(i) Developer has created a bankruptcy-remote single purpose entity as an Ohio limited liability company (the "*LLC Entity*") to function as the owner of the Project, of which Developer will be the Managing Member. Based upon the Project Appraisal provided for in Section 2.4(a)(v), Developer or its designated nominee shall own up to ninety-six percent (96%) of the issued and outstanding membership units of the LLC Entity, and GCRTA or its designated nominee shall own no less than four percent (4%) of the issued and outstanding membership units (collectively, the "*Membership Interests*"). GCRTA's portion of the Membership Interest shall be a non-voting and non-managerial interest in the LLC Entity that is entitled to receive distributions as a member in the LLC Entity. GCRTA and Developer acknowledge that the mutually agreed upon ownership percentage held by GCRTA in the Entity will never be subject to additional cash calls or dilution by an act of the Managing Member.

GCRTA and Developer further acknowledge that the Entity's operating agreement will provide for the rights and obligations of the Members in the event of future transfer of ownership (such as tag-along and drag-along provisions for transfer of 100% of Entity assets or membership interests), which will include providing a residual right to GCRTA to charge a commercially reasonable access fee to future owners for their use of access ways which directly connect Project components with GCRTA's West 25th Street Station.

(ii) Developer has obtained executed commitment letters from one or more lenders sufficient for financing the construction of at least the components set forth in Sections 1.1 and 1.2, collectively, the "**Initial Project**" and such lender(s) have confirmed that they are prepared to close the financing on the Closing Date;

(iii) Developer, with assistance and support from GCRTA, has obtained the necessary rezoning and any required lot splits or consolidations contemplated by Section 4.1 below;

(iv) The City's Planning Commission, Department of Building and Housing, and any other requisite advisory or review boards have approved the Plans and Specifications, which are (or will subsequently be) attached in Exhibit C and incorporated herein, for the Initial Project as contemplated by Section 4.2 below;

(v) Developer has obtained a third-party appraisal of the Project as designed and approved, setting forth the projected value of various components of the Project ("**Appraisal**");

(vi) Developer confirms in writing that the representations and warranties set forth in Section 3.1 continue to be true and correct as of the Closing Date in all material respects;

(vii) Developer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by Developer on or before the Closing Date;

(viii) GCRTA shall have received each of the items to be delivered to it or for its benefit under this Agreement prior to the Closing Date;

(ix) Between the Effective Date and the Closing Date, no written order shall have been entered and be in effect by any court of competent jurisdiction, and no law shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby; and,

(x) The Project as designed will not interfere with the operation and maintenance of the Red Line Rapid Transit train which runs adjacent to and through the Site.

(b) If the conditions to transfer of the Site set forth in Section 2.4(a) are not satisfied by the Targeted Closing Date, the Closing Date shall automatically be extended to no later than the Outside Closing Date, provided that Developer is diligently pursuing satisfaction of any remaining conditions to Closing.

(c) GCRTA agrees to act in good faith and use commercially reasonable efforts to assist the Developer to cause each of the conditions set forth in this Section 2.4 to be satisfied (to the extent within the control of GCRTA) and may not rely on the failure of any condition set forth in this Section 2.4 to be satisfied to terminate this Agreement pursuant to Section 2.4(b) if such failure was caused by GCRTA's noncompliance with the foregoing covenant.

Section 2.5 Developer Conditions to Closing.

(a) The obligations of the Developer under this Article II to acquire the Site and consummate the transaction contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that Developer waives any of such conditions in writing at or prior to Closing:

(i) GCRTA has completed any site preparation work on the Site, as specified in the Plans and Specifications, although no site work is contemplated or anticipated other than to secure and ensure the continuous operation of the Red Line Rapid Transit train which runs adjacent to and through the Site;

(ii) Developer, with assistance and support from GCRTA, has obtained the necessary rezoning and any required lot splits or consolidations and approvals of all plans and specifications have been obtained and contemplated by Section 4.1 below;

(iii) Design Review Committee and the City's Planning Commission have approved the Plans and Specifications for the Initial Project as contemplated in Section 4.2 below;

(iv) GCRTA confirms in writing that all representations and warranties set forth in this Agreement, as applicable, continue to be true and correct as of the Closing Date in all material respects;

(v) GCRTA shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed and complied with by the GCRTA on or before the Closing Date, including without limitation correcting, to Developer's reasonable satisfaction, to the extent so requested, any of the unsatisfactory conditions

that GCRTA was notified of by the Developer during the Inspection Period and for which GCRTA agreed to correct prior to the Closing Date;

(vi) Developer shall have formed the LLC Entity, as defined in Section 2.4(a)(i) that is to own the Project and GCRTA has executed all applicable formation documents including any operating agreement governing the LLC Entity and received each of the items to be delivered to it or for its benefit under this Agreement prior to the Closing Date; and,

(vii) Between the Effective Date and the Closing Date, no written order shall have been entered and be in effect by any court of competent jurisdiction, and no law shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

(b) If the conditions to transfer of the Site set forth in Section 2.5(a) are not satisfied by the Outside Closing Date, Developer shall have the option of terminating this Agreement; provided, that Developer may agree, in its reasonable discretion, to extend such Outside Closing Date. Upon termination pursuant to this Section 2.5, the Parties will have no further rights or obligations under this Agreement except for provisions of this Agreement that expressly survive termination. In the event that Developer terminates this Agreement pursuant to this Section 2.5(b) due to a failure of a condition set forth in Section 2.5(a)(i), (iv), (v); and/or, due to a failure in the condition set forth in Section 2.5(a)(vi), but only to the extent the completed LLC Entity documents reflect the material terms and conditions contemplated in this Agreement but GCRTA fails or refuses to execute same, and/or due to a failure in the condition set forth in Section 2.5(a)(vii), but only to the extent GCRTA causes, or does not undertake reasonable and necessary steps to prevent or avoid, the imposition of such orders or laws which restrain, enjoin or invalidate the transactions contemplated, then GCRTA shall reimburse Developer for all documented out-of-pocket expenses incurred through the termination date by Developer in connection with this Agreement, not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) as provided in Section 7.1.

(c) Developer agrees to act in good faith and use commercially reasonable efforts to assist GCRTA to cause each of the conditions set forth in Section 2.5 to be satisfied (to the extent within the control of Developer) and may not rely on the failure of any condition set forth in this Section 2.5 to be satisfied to terminate this Agreement pursuant to Section 2.5(b) if such failure was caused by Developer's noncompliance with this covenant.

Section 2.6 Sale of the Project. Subsequent to Closing, any sale of Membership Interest or assets of the LLC Entity will be conducted in accordance with an Operating Agreement governing the LLC Entity described in Section 2.4(a)(i). Any proceeds that may be available from a refinance of the Project and which are not otherwise directly, indirectly, or contemplated to be reinvested in the Project, will be distributed based on each Parties share of the Membership Interests after all applicable expenses and reimbursements

have been made, provided however, GCRTA shall only be eligible and entitled to receipt of such proceeds to the extent Developer likewise elects to receive a distribution at such time.

Section 2.7 Approvals Required. The real estate transaction contemplated in this Agreement will require approval from the GCRTA Board of Trustees, in accordance with GCRTA's Codified Rules and Regulations, after the Purchase Price has been determined pursuant to Section 2.3(c) of this Agreement, and may require concurrence from the Federal Transit Administration, prior to conveyance of title to the Site.

Section 2.8 LLC Entity Rights and Obligations. It is the intent of the Parties that, except as otherwise specified herein, the rights and obligations of the Developer set forth in the Agreement shall merge with the rights and obligations of the LLC Entity upon formation of the LLC Entity and admission of GCRTA as a member thereof.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Developer Representations and Warranties. Developer represents and warrants to GCRTA as follows as of the Effective Date:

(a) Developer is a limited liability company duly organized and validly existing and in good standing under the laws of Ohio. Developer has the necessary power and authority to enter into this Agreement, and this Agreement constitutes the valid and binding obligation of Developer in accordance with its terms. This Agreement and the transactions contemplated hereby have been approved by the Members of the Developer;

(b) Developer is in compliance with Ohio Revised Code Section 2921.42, to the extent applicable; and

(c) Developer has no knowledge of any finding having been issued against it by the Auditor of the State of Ohio that is "unresolved."

Section 3.2 GCRTA Representations and Warranties. GCRTA hereby represents and warrants to Developer as follows as of the Effective Date:

(a) GCRTA has the necessary power and authority pursuant to the authorization from the GCRTA Board of Trustees to enter into this Agreement, and this Agreement constitutes the valid and binding obligation of GCRTA in accordance with its terms.

(b) The execution and delivery of this Agreement by GCRTA, and the consummation of the transactions contemplated hereby and the performance by GCRTA of its obligations hereunder, have been duly authorized and will not violate any provision of any state or federal law, statutory or otherwise, to which GCRTA or the Site may be subject.

(c) There is no litigation, proceeding or action pending or, to the best knowledge of GCRTA's General Manager/CEO, Real Estate Manager, General Counsel and Board of Trustees, threatened against or relating to the Site at law or in equity, before any federal, state or local court or regulatory agency, or other governmental authority, which could reasonably be expected to have a materially adverse effect on the Site or upon GCRTA's right, ability and authority to convey any interest therein, and no notice of any of the above has been received by GCRTA. There are no condemnation actions threatened or pending regarding the Site and no notice of any has been received by GCRTA.

(d) GCRTA has not entered into any purchase contracts, rights of refusal, options or other agreements of any kind whereby any person or entity other than GCRTA has acquired any right, title or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Site.

ARTICLE IV REZONING; LOT SPLIT AND CONSOLIDATION; APPROVAL OF PLANS

Section 4.1 Rezoning; Lot Split and Consolidation. In connection with the Project, the Site may need to be rezoned using "***Planned Unit Development Overlay***" zoning, as more particularly described in Chapter 334 of the City's Code of Ordinances. The Parties will work together to commence the rezoning process as soon as possible after the Effective Date. Developer shall engage a surveyor to obtain a survey and to undertake any lot consolidation and/or lot splits required for the development of the Project. If the rezoning process is delayed due to reasons outside of Developer's reasonable control, GCRTA will agree to an extension of the Closing Date sufficient to allow for the completion of the rezoning process. All costs of rezoning and any lot splits or consolidations shall be borne by the LLC Entity.

Section 4.2 Approval of Plans and Specifications. Plans and specifications of the Project, as necessary to comply with Design Review Committee requirements (the "***Plans and Specifications***") shall be prepared by a registered civil engineer, registered architect and registered landscape architects/land planner, as applicable, in accordance with this Agreement and all applicable State and local laws and regulations, and shall be submitted to the City's Planning Commission and the Design Review Committee and/or such additional City departments or commissions as may be required to comply with all applicable City laws, rules and/or regulations (collectively, the "***City Review Bodies***") for approval. Developer will also submit the Plans and Specifications for the Project to the Design Review Advisory Committee for the Downtown and Near West Design Review District for feedback. The Plans and Specifications shall reflect a commitment to high quality design and construction. Such Plans and Specifications shall be reviewed, and if acceptable, approved by the applicable City Review Bodies according to all applicable City laws, rules and/or regulations, except as may be specifically modified by this Agreement. Developer shall undertake all reasonable efforts to submit the Plans to the City for review and approval no later than October 31, 2022, provided that so long as Developer has undertaken such reasonable efforts to submit the Plans within the stated time period, Developer shall automatically have thirty (30) days to cure any failure to submit said Plans

by the date provided above. Upon approval, the Plans and Specifications shall be used as the basis upon which construction documents will be prepared for obtaining building permits from the City for the Project. The cost of obtaining all required approvals from the City Review Bodies shall be borne by Developer.

Section 4.3 Other Information; Responsibility for Costs. Developer shall promptly submit all other legally required documentation necessary to develop the Project in accordance with the Plans and Specifications to the applicable City Review Bodies. Developer shall be solely responsible for obtaining and paying for all requisite City approvals and permits and complying with all City laws, rules and/or regulations in connection with the construction of the Project. GCRTA's execution of this Agreement does not indicate or imply that any such approvals have been or must be approved by the City Review Bodies. Notwithstanding anything contained in this Section 4.3 to the contrary, GCRTA will cooperate with Developer in obtaining all approvals required pursuant to this Article IV.

ARTICLE V CONSTRUCTION AND MANAGEMENT OF THE PROJECT

Section 5.1 Construction of the Project. The various components of the Project will be constructed in accordance with the Development Objectives, as set forth in Section 1.8 and **Exhibit D**, and the approved Plans and Specifications and all applicable City approvals and permits.

Section 5.2 Timing Requirements. The anticipated timeline and master schedule for the Project is attached hereto and incorporated herein as **Exhibit E** (the "**Master Schedule**"), and Developer shall use commercially reasonable efforts to cause the Project to be constructed in accordance with such Master Schedule. The Master Schedule may be amended from time to time by Developer as development of the Project progresses, with prior written notice to GCRTA, but not its prior written approval, except where the outside commencement date or outside completion dates set forth therein or in this Section 5.2 are modified for more than sixty days for reasons other than Unavoidable Delays (as defined in Section 5.5), in which event the Developer shall seek the prior written approval of GCRTA, which approval shall not be unreasonably withheld, conditioned or delayed. Developer anticipates commencing construction of one or more components of the Project no later than three (3) months after the Closing Date and anticipates completing construction of the entire Project not later than sixty (60) months after the Closing Date, subject to Unavoidable Delays, as defined in Section 5.5. Notwithstanding the foregoing, and subject to Unavoidable Delays, Developer shall endeavor to substantially complete construction pursuant to the Master Schedule, as evidenced by a certificate of substantial completion executed by Developer's architect that evidences the applicable component of the Initial Project and evidence that each component of the Project is eligible to receive all applicable City approvals necessary to obtain a certificate of occupancy upon completion of any tenant-specific work ("**Substantial Completion**").

Section 5.3 Compliance with Plan and Specifications. All work with respect to the construction of improvements and site development of the Project, if applicable, shall

be in conformity in all material respects with this Agreement and the final approved Plans and Specifications, including any changes thereto.

Section 5.4 Project Funding. Except as otherwise set forth in this Agreement, Developer, acting through the LLC Entity, is solely responsible for coordinating and obtaining funding for the Project, whether through equity, conventional financing, or otherwise. GCRTA will cooperate and use all reasonable efforts to assist Developer in its efforts to identify and apply for additional available city, county, state, federal and transit-oriented funding for the Project and will consider providing, without being obligated to provide, additional incentives related to improving the economic viability of the Project.

Section 5.5 Unavoidable Delays. Except as otherwise provided herein, Developer shall not be considered in default of its obligations to be performed under this Agreement if delay in the performance of such obligations is due to acts of God, acts of public enemies, orders or restraints of the government of the United States of America or of the State of Ohio or any of their departments, agencies, or officials, or any civil or military authority, riots, landslides, earthquakes, hurricanes, tornados, floods, pandemics, epidemics, the failure of the City and the City Review Bodies to timely review and approve the Project, including but not limited to the rezoning, the Plans and Specifications, or other cause similar in nature to the foregoing if beyond Developer's control and without its fault or negligence ("*Unavoidable Delays*"). In the event of the occurrence of Unavoidable Delays, the time or times for performance of such obligations may be extended for the period of the enforced delay up to a maximum period of 180 days; provided, however, that Developer covenants to promptly notify GCRTA in writing, within a reasonable time after the beginning of any such Unavoidable Delays, of the cause and duration thereof. In addition, the term Unavoidable Delays shall include delays in the issuance of any permits necessary to construct the Project, unless such delay is due to Developer's failure to deliver documentation or information necessary to issue such permit. Notwithstanding the foregoing, if Developer's failure to perform its obligations under this Agreement are delayed due to such an Unavoidable Delay for a period in excess of 180 days, and thereafter GCRTA elects to deem Developer's failure to perform a breach or default of this Agreement, and declares Developer to be a "Non-Performing Party" pursuant to Section 7.1, in such event, GCRTA will not be entitled to collect or otherwise receive the Reimbursement Costs (defined below) otherwise available to a Performing Party pursuant to said Section 7.1.

Section 5.6 Quality of Work; Minimization of Interference. Developer will use commercially reasonable efforts to ensure that all work done in connection with the construction of the Project or any renovation, rehabilitation, restoration or repair thereto performed by or on behalf of Developer, acting through the LLC Entity shall be done in a good and workmanlike manner, reasonably free from faults and defects and in compliance with the applicable building and zoning laws, and will comply with all laws, ordinances, order and requirements of all governmental authorities. Prior to commencing construction, Developer, with input from GCRTA, shall develop a plan to minimize the impact of construction activities on adjacent residents, including addressing contractor parking, truck circulation, permitted construction hours and construction phasing.

Section 5.7 Bonds. Developer shall cause to be delivered to GCRTA, prior to commencing construction on any portion of the Project, copies of bid, payment and/or performance bonds for labor and material as may be and only then to the extent so required to be furnished by Developer's lender(s) or Mortgagee(s) providing financing for the construction of any portion of the Project which shall be issued to Developer's general (or prime) contractor(s) from a surety company licensed to do business in the State of Ohio.

Section 5.8 Insurance. From the Effective Date through and until completion of the construction of the Project, Developer and/or the LLC Entity shall obtain and/or cause its contractors to maintain all policies of insurance as required by this Section 5.8:

(a) *Builders Risk Insurance*. During construction of the Project, Developer shall procure and maintain, and/or cause its contractors or agents to procure and maintain all builders' risk and fire insurance with extended coverage upon the Project improvements then to be constructed in the amount of one hundred percent (100%) of the replacement cost thereof.

(b) *Public Liability Insurance*. During construction and until completion of the construction of the Project improvements, Developer shall insure against all claims for personal injury or death or property damage occurring in or about the Site, with a reputable insurer licensed in the State of Ohio, with a Best's rating of A10 or better, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Five Million Dollars (\$5,000,000) per occurrence bodily injury/property and Five Million Dollars (\$5,000,000) aggregate damage/occurrence. Developer will deliver to GCRTA a certificate of insurance at least one (1) week prior to the commencement of construction and certificates for replacement policies will be delivered at least fifteen (15) days prior to the expiration of the policy.

(c) *Railroad Protective Liability Insurance*. During construction of the Project, Developer will procure and maintain, or cause its contractors or agents to procure and maintain railroad protective liability insurance naming GCRTA as an insured and having limits of no less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate to cover bodily injury liability, property damage liability and physical damage to property.

(d) *Certificates of Insurance*. Work shall not commence until the insurance policies in Section 5.8 have been obtained, and an appropriate certificate(s) of insurance, or similar evidence of available and effective insurance coverage has been provided to GCRTA in a form satisfactory to GCRTA.

Section 5.9 Sustainability.

(a) The Project must achieve a minimum of LEED Silver certification from the U.S. Green Building Council.

(b) Developer in good faith will also explore design options for the Project that prioritize renewable energy, alternative transportation and green infrastructure, which may include, to the extent economically feasible, the following elements:

(i) On-site renewable energy (examples may include installation of solar panels and/or geothermal energy systems) and/or a smart grid system with advanced energy metering; and

(ii) A bicycle share program, ample bicycle facilities, including dedicated, secure storage areas, electric vehicle charging stations, or other alternative transportation options.

In the event that the aforementioned design options require additional studies, approvals or permits, Developer and GCRTA agree to share additional costs to the extent associated with the modification or redesign of the West 25th Street Rapid Transit Station. GCRTA agrees to work in good faith to help identify and pursue funding for such additional expenses.

Section 5.10 Use Restrictions. The Project will be subject to usual and customary use restrictions, incorporated into the Deed as a restrictive covenant, including but not limited to prohibitions against any use that interferes with public transit, noxious uses, and the uses specifically set forth in Exhibit F attached hereto and incorporated herein.

Section 5.11 Maintenance. Developer will maintain the Project in a first-class manner, consistent with other high-quality mixed-use developments in Northeast Ohio, including but not limited to landscaping, and will comply with an operations and maintenance plan for the Project (the "*O & M Plan*"), to be mutually agreed upon by GCRTA and Developer.

ARTICLE VI FINANCING; MORTGAGEE PROTECTIONS

Section 6.1 Financing. Developer covenants to close on financing sufficient for the construction of the Initial Project within one hundred and fifty (150) day after the Closing Date. Such financing may consist of debt, equity, government incentives or such other sources as Developer deems necessary or convenient for the construction of the Initial Project. Developer will provide GCRTA with copies of any performance or completion guarantees entered into in connection with such financing.

Section 6.2 Mortgagee Protections. Except as expressly set forth herein, GCRTA acknowledges and agrees that this Agreement neither prevents nor limits the Developer from encumbering all or any portion of the Site or improvement thereon by any mortgage or other security device securing financing with respect to the Project and the Site. GCRTA acknowledges that the lender(s) providing such financing may require certain Agreement interpretations or execution of financing documents and agrees upon request, time being of the essence, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation and execution of any

documents reasonably required by lender to evidence the same. Notwithstanding anything herein to the contrary, in the event of a default by Developer where lender cures on Developer's behalf, all mortgagees of any mortgage encumbering all or any portion of the Site or improvement thereon ("*Mortgagees*") shall be obligated to abide by the terms and conditions of this Agreement to ensure the Project is completed as contemplated herein. In addition, in furtherance of the parties intent and expectation of achieving completion of the Project, the parties shall cooperate and work diligently and in good faith to include the following terms and conditions in applicable financing documents, subject in all respects to acceptance and approval of same by Mortgagee and/or other sources of funding for the Project, provided however the Parties acknowledge and agree that in all events and with respect to any and all such financing documents, the following terms and provisions are preferred and desired to be included therein:

(a) Except as expressly set forth herein, neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Site or any portion thereof or any improvement thereon made in good faith and for value;

(b) A Mortgagee that has submitted a request in writing to GCRTA in the manner specified herein for giving notices is entitled to receive written notification from GCRTA of any default by Developer within ten (10) days of sending notice of such default to Developer;

(c) Upon a Mortgagee's receipt of notice of Developer's default from GCRTA, such Mortgagee shall have the right to cure the default during any cure period remaining under this Agreement, in lieu of Developer in the event that Developer is not diligently pursuing the same. As to a default requiring title or possession of all or any portion of the Site or improvement thereon to effectuate a cure, if the Mortgagee timely cures all defaults which do not require possession to effectuate a cure and commences and diligently prosecutes foreclosure proceedings to acquire title to all or any portion of the Site or improvement thereon within 90 days after receipt from GCRTA of the written notice of default, the Mortgagee shall be entitled to cure such default after obtaining title or possession provided that such Mortgagee does so promptly and diligently after obtaining title or possession; and

(d) Any Mortgagee who comes into possession of all or any portion of the Site or improvement thereon pursuant to foreclosure of the mortgage or deed in lieu of foreclosure takes possession subject to the terms of this Agreement; provided, however, that the restrictions on assignments in Section 11.1 and transfers set forth in Section 11.2 shall not apply to any Mortgagee or its successors and/or assigns who take possession of the Site, whether by foreclosure, deed in lieu of foreclosure or otherwise, provided that any such assignee or transferee nonetheless also takes possession subject to the terms of this Agreement.

ARTICLE VII
DEFAULT; REMEDIES; REVERSIONARY RIGHTS

Section 7.1 In General. Except as otherwise provided in this Agreement, including but not limited to the provisions of Section 5.5, above, in the event of any default in or breach of this Agreement by either party hereto (the "***Non-Performing Party***"), such Non-Performing Party (or its successor) shall, upon written notice from the other party (the "***Performing Party***"), proceed immediately to cure or remedy such default or breach, within 30 days after receipt of such notice, or in the event the default or breach cannot be cured within 30 days, such longer period of time as may be reasonable, but in no event longer than 180 days after receipt of the notice (subject to extension due to Unavoidable Delays). If such action is not taken or not diligently pursued, the Performing Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Non-Performing Party. In the event the Project is either delayed or cancelled, and provided that the Performing Party has reasonably fulfilled its obligations, the Non-Performing Party will reimburse the Performing Party for its out-of-pocket costs and directly related costs incurred in connection with this Agreement (the "***Reimbursement Costs***"), not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00). This right to reimbursement also applies to Sections 7.2 and 7.3 below. The Non-Performing Party's obligation to reimburse the costs of the Performing Party is capped at a total of Fifty Thousand Dollars whether the obligation arises under Article VII or Article II or both.

Section 7.2 Failure to Close Financing. Without limiting the generality of this Article VII or any other remedies GCRTA may have in connection with Developer's default or breach of this Agreement, if Developer fails to obtain and close sufficient financing for the construction of the Initial Project within twenty-four (24) months after the Closing Date as set forth in Section 6.1, GCRTA shall have the reversionary right (but not the obligation) to repurchase the Site for an amount equal to no more than Ten Dollars (\$10.00). Within ninety (90) days after written notice of GCRTA's intent to exercise such option, Developer shall re-convey the Site to GCRTA by limited warranty deed, free and clear of all liens and encumbrances other than those liens and encumbrances that were in effect immediately prior to the Closing Date, unless Developer cures such default within such ninety (90) day period.

Section 7.3 Failure to Begin and Pursue Construction of the Project. GCRTA will retain a reversionary right to the Site in the event the Developer fails its obligations, subject in all respects to the rights and interests of any Mortgagee: (i) to commence construction of the Initial Project (as evidenced by the pouring of foundations of any portion of the Initial Project within twenty-four (24) months of Closing and conveyance of the Site); or, (ii) to diligently pursue Substantial Completion of construction of the Initial Project (collectively referred to as the "***Reversionary Conditions***"). In the event GCRTA reasonably believes that the Developer has failed to fulfill any Reversionary Condition, GCRTA shall notify the Developer in writing setting forth with specificity the basis of its belief that the Developer has failed to fulfill the Reversionary Condition. Developer shall have the opportunity to cure such failure and so long as Developer continues to diligently pursue the cure of said failure, GCRTA may not exercise its reversionary right. Any failure

by Developer to fulfill the Reversionary Conditions after being given an opportunity to cure shall entitle GCRTA to exercise its reversionary right to repurchase the Site for an amount equal to no more than Ten Dollars (\$10.00), and within ninety (90) days after written notice of its intent to exercise such option, Developer shall re-convey the Site to GCRTA by limited warranty deed, free and clear of all liens and encumbrances, other than those liens and encumbrances and that were in effect immediately prior to the Closing Date.

Section 7.4 Reports and Materials. If this Agreement is terminated pursuant to this Article VII, within five (5) Business Days (as defined in Section 12.15) after such termination, Developer shall deliver to GCRTA a complete set of all surveys, title reports, environmental reports, soil studies and all other written materials, records or other documents related to the Project that are in Developer's possession or under its control, including any conceptual site plans and Project design concept plans completed to date.

ARTICLE VIII COMMUNITY ENGAGEMENT AND REPORTING

Section 8.1 Community Engagement. Developer acknowledges that community engagement is a critical component of the Project and will cooperate with GCRTA as part of the planning and approval process to gather and consider input from the community and will specifically engage with property and business owners and organizations in the neighborhoods surrounding the Site.

Section 8.2 Reporting. Developer and GCRTA will agree to a mutually acceptable schedule of status updates and meetings throughout the design and construction of the Project as well as a communication plan that has been incorporated into the Master Schedule.

ARTICLE IX DBE GOALS: BUILDING TRADES

Section 9.1 DBE Goals. Developer will use commercially reasonable efforts to utilize Disadvantaged Business Enterprises ("**DBE**") during construction of the Project. GCRTA will advise the Developer of the DBE goals after the Project Concept Design Plan and Budget have been completed.

Section 9.2 Building Trades. Developer recognizes the value of including building trades in the Project and will make good faith efforts to work with the building trades in connection with the Project.

ARTICLE X INDEMNIFICATION

Developer agrees to indemnify and hold GCRTA harmless from and against any and all liabilities, claims, obligations, expenses, losses, damages, judgments or other injuries (including, but not limited to, reasonable attorneys' fees, costs and expenses of litigation and appeals) (collectively, "**Damages**") which GCRTA may incur or suffer in connection with: (i) any intentional or negligent acts or omissions of Developer or its agents, consultants, contractors,

employees, or representatives, and/or any other actions taken outside of the scope of authority provided to Developer hereunder; and/or (ii) any damage to property or persons caused by Developer or its agents, consultants, contractors, employees, or representatives in its performance of their duties under this Agreement; and /or (iii) any third party claims arising out of Developer's performance of its obligations under this Agreement, except to the extent any damage to GCRTA arising in connection with any or all of the foregoing acts, are the result of the negligent act or omission to act of GCRTA.

GCRTA acknowledges that it is responsible for its own negligence and will hold Developer harmless from any liability arising from GCRTA's direct negligence, including without limitation, GCRTA's direct negligence with results in any damage to property or persons.

ARTICLE XI RESTRICTIONS ON ASSIGNMENT OR TRANSFER

Section 11.1 Assignment by Developer. Developer may not assign this Agreement or any of the Developer's rights thereunder, during the first three (3) years after issuance of the Certificate of Occupancy, without the prior written consent of GCRTA, which consent shall not be unreasonably withheld, conditioned or delayed. Thereafter, Developer may assign all or a portion of its rights and obligations under this Agreement and its right and interest in and to the Project and the Site without GCRTA's prior written consent, so long as such assignee acknowledges in writing its obligations under this Agreement for the benefit of GCRTA prior to undertaking any work contemplated herein, a copy of which shall be delivered to GCRTA concurrently with such assignment.

Section 11.2 Transfer of Membership Interests in the Developer. Developer acknowledges that the identity of the persons who have ownership of the interests in and control of Developer are important considerations to GCRTA in entering into this Agreement with Developer. Developer represents and agrees for itself and its Members, and for any successor in interest to itself and its Members, that it will not convey or otherwise transfer Control of the LLC Entity or the Project to an unaffiliated third party for a period of three (3) years after issuance of the Certificate of Occupancy without GCRTA's written approval, which approval will not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the restrictions set forth in this Section 11.2 include voluntary transfers of ownership interests in Developer to unaffiliated third parties that would result in a change of control of Developer. Involuntary transfers (whether due to death, disability, divorce, incapacity or otherwise) and transfers to Affiliates, other current direct and indirect equity holders of Developer or to trusts for the benefit of current direct and indirect equity holders of Developer and/or their immediate family members and descendants shall not be subject to this Section 11.2. For the purposes hereof, "**Control**" means possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management policies of Developer, whether through the ownership of voting securities, as a general partner, as a manager of a manager-managed limited liability company, as the member of a member-managed limited liability company, by contract, or otherwise. A person or entity shall not be deemed to exercise Control of another person or

Section 12.2 Estoppel Certificates. Each party to this Agreement (a “*Responding Party*”) will, from time to time, within fifteen (15) Business Days after written request by another party hereto (a “*Requesting Party*”), execute and deliver to the Requesting Party and/or any third party designated by the Requesting Party, a statement in writing certifying (a) that (except as may be otherwise specified by the Responding Party) (i) this Agreement is in full force and effect and unmodified, (ii) the Responding Party is not in default in the performance or observance of its obligations under this Agreement, and (iii) to the Responding Party’s actual knowledge, the Requesting Party is not in default in the performance or observance of the Requesting Party’s obligations under this Agreement, and (b) as to any other factual matters as the Requesting Party may reasonably request about this Agreement, the status of any matter relevant to this Agreement.

Section 12.3 Project Costs. GCRTA and Developer shall be responsible for their respective legal fees and due diligence costs, except as otherwise specified herein. The sharing of costs associated with the Project will require the mutual agreement of the Parties.

Section 12.4 Entire Agreement. This Agreement and the exhibits referred to herein, all of which are attached hereto and made a part hereof, embody and constitute the entire understanding between the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, by and between GCRTA and the Developer, are superseded and merged into this instrument, and shall be null, void and of no further force and effect from and after the Effective Date.

Section 12.5 Modification/Amendment. None of the provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Section 12.6 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio and the state courts of Cuyahoga County, Ohio.

Section 12.7 Time. Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.

Section 12.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall form a single instrument.

Section 12.9 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that GCRTA and Developer have each contributed substantially and materially to the preparation of this Agreement.

Section 12.10 Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 12.11 Further Assurances. Subject to the express terms and conditions of this Agreement, each party shall take such actions and provide to the other such assurances as may be reasonably requested to consummate the transactions contemplated hereby, including providing such further documents or instruments reasonably requested by the other party as may be reasonably necessary to effect the purpose of this Agreement and carry out its provisions. The provisions of this Section shall not operate to expand or enlarge the specific obligations of either GCRTA or Developer expressly set forth in this Agreement.

Section 12.12 Limitation of Liability. No member, official or employee of GCRTA shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by GCRTA or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. GCRTA shall look solely to Developer's interest in the Project in connection with the enforcement of Developer's obligations hereunder.

Section 12.13 Agreement Runs with the Land. All of the provisions, rights, terms covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees.

Section 12.14 Provisions Not Merged With Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title from GCRTA to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 12.15 Interpretation. All Section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof or thereof. In the event of a conflict between the terms and conditions of this Agreement and the operating Agreement of the LLC Entity, the Operating Agreement of the LLC Entity should prevail and govern. The term "including," when used in this Agreement, means "including, without limitation," and shall be construed as a term of illustration, and not a term of limitation. Whenever reference is made to a number of "days" in the computation of time hereunder, such reference shall mean "calendar days" unless otherwise indicated. Wherever any period of time is specified herein for the taking of any action or the giving of any notice, the period shall be computed by excluding the day upon which the period is specified to commence and including the last day of the period specified. Whenever the time for performance of an obligation occurs or expires on a day other than a Business Day, the time for performance thereof shall be extended to the next Business Day. For the purposes hereof, the term "**Business Day**" means all days, excluding (a) Saturday and Sunday, and (b) any day that is a national holiday in the United States or a state holiday in the State of Ohio.

Section 12.16 Incorporation of Exhibits. All Exhibits attached hereto are incorporated into this Agreement and are made a part hereof by this reference.

[Signature pages to follow]

This Agreement is entered into as of the Effective Date.

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY:**

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

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the General Manager and CEO of the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY.

Notary Public

The legal form and correctness of this instrument is hereby approved:

By: _____
Sheryl King Benford, General Counsel
Deputy General Manager for Legal Affairs

Developer:

AJAPPJR, LLC

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of AJAPPJR, LLC.

Notary Public

List of Exhibits

Exhibit A – Description of the Site

Exhibit B – Site Plan

Exhibit C – Plans and Specifications

Exhibit D – Development Objectives

Exhibit E – Master Schedule

Exhibit F – Use Restrictions

Exhibit A

Description of the Site

The Site includes approximately 1.7843 acres along the west side of Columbus Road, running south from Abbey Avenue. It is shown as "Parcel 3" on the Plat of Partition & Consolidation prepared for Greater Cleveland Regional Transit Authority by KS Associates, Inc., attached hereto (Sheet 1 of 1, Job No. 17295).

Exhibit B

Site Plan

[Note: The Developer will provide a site plan, reflecting final proposed layout and massing by category. This will be prepared during the Inspection Period and attached as a supplement prior to the expiration of the Inspection Period.]

Exhibit C

Plans and Specifications

[Note: The Plans and Specifications will be prepared by Developer during the Inspection Period, and submitted to the City Review Bodies and attached hereto as a supplement prior to the expiration of the Inspection Period. The Plans and Specifications as subsequently approved by the City Review Bodies will also be attached as supplements.]

Exhibit D

Development Objectives

The Project will be a TOD that will include a balanced and thoughtful mix of uses and incorporate economically feasible, sustainable development practices in line with the following commercial design guidelines and TOD principles (“*Development Objectives*”):

- (a) Leverage presence of W. 25th Street Station and improve connectivity and contextual compatibility with surrounding neighborhoods;
- (b) Provide physical modifications to the West 25th Street Station to facilitate access from adjacent neighborhoods and support potential increases in transit ridership;
- (c) Enhance transportation network to better balance accommodations for all travel modes (motorized and non-motorized);
- (d) Support a sustainable, livable and walkable environment;
- (e) The Project will reflect a design that is aesthetically pleasing from all sides and compatible with the neighborhood while meeting the economic requirements for constructing it; and,
- (f) Create a mix of uses that are complementary and symbiotic to establish a Project that has economic stability.

EXHIBIT E

Master Schedule

[Note: This is a preliminary schedule, and it will be supplemented and updated by the Developer during the Inspection Period and throughout the Project.]

11/01/2021:	Execute Agreement	
11/1/2021 -- 12/31/2022:	Inspection Period	Includes: site inspections; marketing studies; community engagement process; project design; rezoning & lot split or consolidation process
10/31/2022:	Submittals to City	Plans and Specifications submitted to City Planning Commission and Design Review Committee
12/31/2022:	Project Approval	Anticipated date for approvals from City
Early 2023:	Closing Preparations	Includes: Appraisals of Site, Project as designed, and Air Rights (if applicable); formation of LLC Entity; obtaining construction funding
07/31/2023:	Closing Date	Convey land from GCRTA to LLC Entity
10/31/2023:	Construction Start	Initial phase of construction to start within 3 months from Closing
07/31/2028:	Completion	Project to be complete no later than 60 months from Closing

Exhibit F

Use Restrictions

(a) An adult or pornographic bookshop, video store or movie theater (materials shall be considered “adult” or “pornographic” if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality);

(b) A strip club, massage parlor, “head shop” or other store selling drug paraphernalia, tattoo parlor, bingo hall, or off-track betting parlor; provided, however, the prohibition against massage parlors shall not be deemed to prohibit massage services by a doctor, chiropractor or by a nurse or massage services offered by a licensed massage therapist in connection with the operation of a nail salon, hair salon, day spa, barber shop, health club or health spa;

(c) A check-cashing or pawn shop;

(d) A State liquor or packaged beverage store, except incidental to a supermarket, restaurant, prepared food shop, or cafe; provided, however, a high-end wine store that includes ancillary liquor sales shall be permitted;

(e) A funeral parlor;

(f) A business or use involving the sale of firearms;

(g) A business or use that creates strong, unusual or offensive odors, fumes, dust or vapors, except for restaurants with adequate venting and odor-control facilities, or creates unusual fire, explosives or other hazards;

(h) Off track betting club, internet sweepstakes cafes;

(i) Fast food restaurants;

(j) Manufacturing operation, factory, lumberyard, Industrial usage, except for use incidental to a retail operation, i.e., producing a small product on the premises for sale or to provide services on the premises to patrons of the location on the premises only, such as, but not limited to, eyeglasses, dry cleaning and tailoring operations, provided such use does not cause noise or odors materially detectable outside the premises and is otherwise in compliance with the City’s zoning code.

(k) Warehouse, processing or rendering plant;

(l) Establishment selling cars (new or used) in a traditional, “car lot” manner, and/or trailers, mobile homes, motorcycles, motor vehicles, boats;

(m) Gas station, car wash or car repair;

- (n) Night club or adult entertainment as a primary use;
- (o) "Vape" shops;
- (p) Any use that materially interferes with public transit.

RESOLUTION NO. 2021-97

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY TO EXECUTE A DEVELOPMENT AND USE AGREEMENT WITH AJAPPJR, LLC, AN OHIO LIMITED LIABILITY COMPANY, TO ADVANCE THE COLUMBUS ROAD TRANSIT-ORIENTED DEVELOPMENT PROJECT

WHEREAS, on May 25, 2021, the Board of Trustees adopted Resolution 2021-57 to enter into a non-binding Letter of Intent with AJAPPJR, LLC, an Ohio limited liability company, for the transit-oriented development ("TOD") of the Greater Cleveland Regional Transit Authority ("GCRTA") property located at the intersection of Columbus Road and Abbey Avenue in the City of Cleveland, Ohio (the "Property"), adjacent to the West 25th Street Rapid Transit Station; and

WHEREAS, on May 26, 2021, the GCRTA and AJAPPJR executed a non-binding Letter of Intent, outlining terms and conditions for the TOD project; and

WHEREAS, the GCRTA has determined it is in GCRTA's best interest to enter into a Development and Use Agreement ("DUA") with AJAPPJR for the purpose of developing the TOD project on the Property; and

WHEREAS, AJAPPJR has successfully developed and managed high quality mixed-use commercial real estate projects throughout the Cleveland area and intends to do so on this Property; and

WHEREAS, entering into the DUA with AJAPPJR is in full compliance with the stated real estate goals and objectives of the GCRTA and FTA.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a Development and Use Agreement with AJAPPJR, LLC authorizing AJAPPJR to advance the planning, design, construction and operation of the transit-oriented development project located at Columbus Road and Abbey Avenue, in Cleveland, Ohio, adjacent to the West 25th Street Rapid Transit Station.

Section 2. That this resolution shall take effect immediately upon its adoption.

Adopted: October 26, 2021

President

Attested: _____
Secretary-Treasurer



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AMENDING SECTION 620.04 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2021-98
	Date: October 21, 2021
	Initiator: Admin & External Affairs
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will amend Section 620.04, Diversity & Inclusion Policy of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update. The Authority has a strong existing Diversity & Inclusion policy. The proposed amendments will add language to expressly include the concept of equity as well as add introductory language acknowledging public transportation as an anchor for equal opportunity and social and economic equity.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Adoption of the resolution will bring the Diversity & Inclusion policy up to date, expressly including the concept of equity and the role of public transportation in achieving equal opportunity and social and economic equity.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that does not reflect the current Diversity, Equity and Inclusion policy.
- 8.0 RECOMMENDATION: This resolution was discussed at the October 12, 2021 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENT: A. Red-line of proposed amendments to Section 620.04

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

620.04 DIVERSITY, EQUITY AND INCLUSION POLICY.

(a) The Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority (~~the Authority~~) acknowledges public transportation as an anchor for equal opportunity as well as social and economic equity. The Board affirms the Authority's commitment to diversity, equity and inclusion and takes seriously its responsibility to provide first class public transportation services ~~to the residents of Cuyahoga County. In doing so, the~~The Board believes that to best understand and serve the needs of our customers and communities, the Authority must reflect diversity, equity and inclusion in its Board composition, employees, contractors and suppliers.

(b) The Board believes that diverse, equitable and inclusive organizations find more credibility and support with the public, and success in today's marketplace. Furthermore, the variety of viewpoints that comes from different life experiences, backgrounds, and cultures enhances discussions and decisions, and can add a higher degree of accountability. A diverse, equitable and inclusive organization is able to capitalize on the unique skills and abilities of all employees, expand its supplier and customer base, and better support the communities it serves.

(c) ~~The Board is adopting this~~This policy ~~to affirm its~~affirms the Board's longstanding position that a commitment to diversity, equity and inclusion within the Authority are chief among its responsibilities, priorities, and concerns. The Board therefore seeks to promote equity and support diversity across the full range of operations of the Authority, including its management policies, employment practices, procurement goals, and its approach to services, investments, and community partnerships. The principles supporting this statement will help ensure the Authority is sustainable, innovative and is able to foster economic development and will provide the services that its customers need and want.
(Res. 2010-13. Passed 2-16-10. Res. 2021-XX. Passed XX-XX-21.)

RESOLUTION NO. 2021-98

AMENDING SECTION 620.04 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

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

WHEREAS, the Authority has conducted a review and determined that Section 620.04, Diversity and Inclusion Policy, should be updated to add language expressly including the concept of equity as well as introductory language acknowledging public transportation as an anchor for equal opportunity and social and economic equity.

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

Section 1. That Section 620.04, Diversity, Equity and Inclusion is hereby enacted to read as specified in Attachment A hereto.

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

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

Attachment: A. Section 620.04, Diversity, Equity and Inclusion

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer

Attachment A to Resolution

620.04 DIVERSITY, EQUITY AND INCLUSION POLICY.

(a) The Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority acknowledges public transportation as an anchor for equal opportunity as well as social and economic equity. The Board affirms the Authority's commitment to diversity, equity and inclusion and its responsibility to provide first class public transportation services. The Board believes that to best understand and serve the needs of our customers and communities, the Authority must reflect diversity, equity and inclusion in its Board composition, employees, contractors and suppliers.

(b) The Board believes that diverse, equitable and inclusive organizations find more credibility and support with the public, and success in today's marketplace. Furthermore, the variety of viewpoints that comes from different life experiences, backgrounds and cultures enhances discussions and decisions, and can add a higher degree of accountability. A diverse, equitable and inclusive organization is able to capitalize on the unique skills and abilities of all employees, expand its supplier and customer base, and better support the communities it serves.

(c) This policy affirms the Board's longstanding position that a commitment to diversity, equity and inclusion within the Authority are chief among its responsibilities, priorities, and concerns. The Board therefore seeks to promote equity and support diversity across the full range of operations of the Authority, including its management policies, employment practices, procurement goals, and its approach to services, investments, and community partnerships. The principles supporting this statement will help ensure the Authority is sustainable, innovative and is able to foster economic development and will provide the services that its customers need and want.

(Res. 2010-13. Passed 2-16-10. Res. 2021-XX. Passed XX-XX-21.)



TITLE/DESCRIPTION: ENACTING CHAPTER 288, REPEALING CHAPTERS 291 AND 295 AND AMENDING SECTION 284.01 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY	Resolution No.: 2021-99
	Date: October 21, 2021
	Initiator: Admin & External Affairs
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will enact a new Chapter 288 Administration and External Affairs Division, repeal Chapters 291 Office of Marketing and Communications and 295 Office of External Affairs and amend Section 284.01 Composition (Legal Affairs Division) of the Codified Rules and Regulations ("Code") of the Greater Cleveland Regional Transit Authority.
- 2.0 DESCRIPTION/JUSTIFICATION: The Policies and Procedures of the Board of Trustees were codified in 1989, pursuant to Resolution 1989-176. The Code Book is now undergoing a comprehensive review and update so that the Code will conform to the current structure and operations of the Authority. In early 2021, the Authority created a new Administration and External Affairs Division, bringing together functions that were previously located in the Office of Marketing and Communications, Office of External Affairs and Legal Affairs Division. The proposed amendments will bring the Code into line with the current organizational structure of the Authority.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Adoption of the resolution will bring the Code Book up to date, accurately reflecting the creation of the Administration and External Affairs Division.
- 6.0 ECONOMIC IMPACT: Does not apply.
- 7.0 ALTERNATIVES: Not adopting this resolution. Not adopting this resolution would result in a policy that does not reflect the current organizational structure of the Authority.
- 8.0 RECOMMENDATION: This resolution was discussed at the October 12, 2021 Committee of the Whole meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 ATTACHMENTS:
 - A. Red-line of proposed amendments to Chapter 291
 - B. Red-line of proposed amendments to Chapter 295
 - C. Red-line of proposed amendments to Section 284.01

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



 General Manager, Chief Executive Officer

Attachment A to Staff Summary

~~CHAPTER 291~~

~~Office of Marketing and Communications~~

~~291.01 Supervision. 291.02 Executive Director.~~

~~CROSS REFERENCES~~

~~Public transportation—see 49 U.S.C.A. 5301 et seq.~~

~~Federal Transit Administration, Department of Transportation see 49 C.F.R.
Ch. VI~~

~~Table of organization; establishment of departments; salaries—see BYLAWS,
Art. VIII, Sec. 4~~

~~291.01 SUPERVISION.~~

~~The Office of Marketing and Communications will report to the General
Manager/Secretary Treasurer.
(Res. 2015-124. Passed 12-15-15.)~~

~~291.02 EXECUTIVE DIRECTOR.~~

~~There is hereby established in the Office of Marketing and Communications the
unclassified position of Executive Director of Marketing and Communications.
(Res. 2015-124. Passed 12-15-15.)~~

Attachment B to Staff Summary

~~CHAPTER 295~~ ~~Office of External Affairs~~

~~EDITOR'S NOTE: The Office of External Affairs was established as part of the 1999 reorganization of the G.C.R.T.A. as a merger of the Government Relations Department and the Media Relations Department.~~

~~295.01 Supervision.
295.02 Sections.~~

~~295.03 Director.~~

~~CROSS REFERENCES~~

~~Federal financial assistance—see 49 U.S.C.A. 1602, 1602a—
Prohibition of use of Federal financial assistance for transfer of land,
etc., between public bodies in geographical proximity—see 49 U.S.C.A. 1608(e)
Urban Mass Transportation Administration, Department of Transportation—see 49
C.F.R. Ch. VI
Contracts with other governments—see Ohio R.C. 306.44
Cooperation with other agencies—see Ohio R.C. 306.53~~

~~295.01 SUPERVISION.~~

~~The Office of External Affairs will report to the General Manager/ Secretary-
Treasurer.
(Res. 1999-147. Passed 10-26-99.)~~

~~295.02 SECTIONS.~~

~~The Office of External Affairs comprises the following components:
(a) ——— The Governmental Relations Section; and
(b) ——— The Media Relations Section. (Res. 1999-147. Passed 10-26-99.)~~

~~295.03 DIRECTOR.~~

~~There is hereby established the unclassified position of Executive Director of the
Office of External Affairs.
(Res. 1999-147. Passed 10-26-99.)~~

RESOLUTION NO. 2021-99

ENACTING CHAPTER 288, REPEALING CHAPTERS 291 AND 295 AND
AMENDING SECTION 284.01 OF THE CODIFIED RULES AND
REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY

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

WHEREAS, the Authority has conducted a review and determined that certain provisions should be updated to reflect the creation of a new Administration and External Affairs Division.

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

Section 1. That Chapter 288, Administration and External Affairs Division is hereby enacted to read as specified in Attachment A hereto.

Section 2. That Chapter 291, Office of Marketing and Communications and Chapter 295, Office of External Affairs are hereby repealed in their entirety.

Section 3. That Section 284.01, Composition is hereby amended to read as specified in Attachment B 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.

Attachments: A. Chapter 288, Administration and External Affairs Division
B. Section 284.01, Composition

Adopted: October 26, 2021

President

Attest: _____
Secretary-Treasurer

Attachment A to Resolution

CHAPTER 288
Administration and External Affairs Division

288.01 Composition.

288.02 Deputy General Manager-Administration and External Affairs.

CROSS REFERENCES

Federal Transit Administration, Department of Transportation - see 49 C.F.R. Ch. VI

Contracts with other governments - see Ohio R.C. 306.44

Cooperation with other agencies - see Ohio R.C. 306.53

288.01 COMPOSITION

The Administration and External Affairs Division is responsible for the Authority's external affairs, including media relations, marketing, government relations, the Office of Employment Opportunity ("OEO") and administration of the Americans with Disabilities Act ("ADA").

(Res. 2021-XXX. Passed XX-XX-21.)

288.02 DEPUTY GENERAL MANAGER – ADMINISTRATION AND EXTERNAL AFFAIRS

There is hereby established in the Administration and External Affairs Division the unclassified position of Deputy General Manager – Administration and External Affairs.

(Res. 2021-XXX. Passed XX-XX-21.)



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2021

	BUDGET MONTH	CURRENT MONTH	VARIANCE	% CHANGE	CURRENT % OF TOTAL	2021 YTD BUDGET	2021 YTD	VARIANCE	% CHANGE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 973,986	\$ 820,062	\$ (153,898)	(15.69%)	1.04%	\$ 8,695,857	\$ 5,491,011	\$ (2,204,846)	(25.36%)	2%
PASS/TICKET SALES	742,920	539,505	(159,415)	(21.46%)	0.74%	6,860,361	4,562,034	(2,298,327)	(33.50%)	1.39%
CHSD - STUDENT PARICARDS	1,000	9,824	8,824	882.40%	0.01%	256,060	664,526	395,526	148.69%	0.20%
U-PASS	57,527	(52,527)	(50,000)	(86.93%)	0.00%	1,317,353	979,668	(337,785)	(25.64%)	0.30%
MOBILE TICKETING	433,874	283,026	(150,848)	(34.78%)	0.39%	3,590,964	3,095,527	(495,437)	(13.79%)	0.94%
SUBTOTAL PASSENGER FARES	2,809,307	1,797,243	(907,064)	(32.31%)	2.26%	20,670,535	15,789,666	(4,880,869)	(23.61%)	4.67%
OPERATING SUBSIDIES:										
SALES & USE TAX	19,544,705	21,976,295	2,431,590	12.44%	27.82%	160,247,161	176,692,134	16,444,974	10.26%	53.89%
SUBTOTAL OPERATING SUBSIDIES	19,544,705	21,976,295	2,431,590	12.44%	27.82%	160,247,161	176,692,134	16,444,974	10.26%	53.89%
OTHER REVENUE:										
ADVERTISING/CONCESSIONS/COMMISSIONS	10,099	76,859	66,760	661.05%	0.10%	891,018	628,717	(262,301)	(29.44%)	0.19%
NAMING RIGHTS LESS COMMISSIONS	-	179,524	179,524	100.00%	0.23%	494,693	397,224	(97,469)	(19.70%)	0.12%
RENTAL INCOME	8,740	7,666	(1,074)	(12.29%)	0.01%	484,602	283,254	(201,348)	(41.55%)	0.09%
INTEREST INCOME	115,346	17,209	(98,137)	(84.72%)	0.02%	1,615,703	71,385	(1,544,318)	(95.58%)	0.02%
OTHER	46,433	23,785	(22,647)	(48.77%)	0.03%	575,555	275,104	(300,451)	(52.13%)	0.07%
SUBTOTAL OTHER REVENUE	180,618	300,044	119,426	66.17%	0.38%	4,060,972	1,605,679	(2,455,293)	(60.46%)	0.49%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUELS/CNG/PROPANE TAX REFUNDS	-	-	-	-	0.00%	974,837	856,690	(118,147)	(12.12%)	0.26%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	75,656	-	(75,656)	(100.00%)	0.00%	137,136	282,935	145,799	106.80%	0.69%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	-	0.00%	10,453,428	7,811,659	(2,641,769)	(25.29%)	0.28%
FEDERAL OPERATING ASSISTANCE	-	41,709	41,709	100.00%	0.05%	-	247,987	247,987	-	0.07%
MISCELLANEOUS RECEIPTS	19,624	54,502	34,878	177.72%	0.07%	652,514	2,393,695	1,741,181	265.33%	0.71%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL CHSLAA	-	54,815,089	54,815,088	100.00%	69.40%	-	67,416,466	67,416,466	-	20.58%
FEDERAL ARP	-	54,911,299	54,866,018	100.00%	69.57%	-	54,815,088	(46,211)	(0.08%)	26.72%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	45,281	54,911,299	54,866,018	100.00%	69.57%	12,427,596	133,759,620	111,336,024	976.74%	40.80%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 21,974,911	\$ 78,984,981	\$ 57,009,970	259.43%	100.00%	\$ 197,401,269	\$ 377,946,099	\$ 180,544,830	91.45%	100.00%



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND
 FOR THE PERIOD ENDED SEPTEMBER 30, 2021 AND SEPTEMBER 30, 2020

	CURRENT MONTH	PRIOR YR MONTH	VARIANCE	% CHANGE	CURRENT % OF TOTAL	2021 YTD	2020 YTD	VARIANCE	% CHANGE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 800,088	\$ 742,589	\$ 57,499	10.44%	1.04%	\$ 6,491,031	\$ 7,462,301	\$ (971,290)	(13.02%)	1.98%
PASS/TKET/SAL	583,505	543,185	40,320	7.43%	0.74%	4,562,034	5,593,364	(1,031,330)	(18.44%)	1.95%
CMSD - STUDENT FAIRCARDS	9,824	4,026	5,798	140.43%	0.05%	461,526	817,869	(356,343)	(82.62%)	0.20%
LI-PASS	-	-	-	-	0.00%	979,568	1,602,980	(623,412)	(38.93%)	0.30%
MOBILE TICKETING	382,816	314,715	68,101	21.64%	0.09%	3,095,527	3,273,252	(177,725)	(5.43%)	0.94%
SUBTOTAL PASSENGER FARES	1,797,249	1,614,575	182,674	11.31%	2.21%	15,289,668	18,716,496	(3,426,828)	(18.27%)	4.87%
OPERATING SUBSIDIES:										
SALES & USE TAX	21,976,295	19,653,853	2,322,442	11.82%	27.87%	176,692,134	156,203,790	20,488,344	13.12%	53.89%
SUBTOTAL OPERATING SUBSIDIES	21,976,295	19,653,853	2,322,442	11.82%	27.87%	176,692,134	156,203,790	20,488,344	13.12%	53.89%
OTHER REVENUE:										
ADVERTISING (CONCESSIONS/COMMISSIONS)	76,859	14,220	62,639	440.50%	0.19%	626,712	1,556,773	(929,061)	(59.61%)	0.19%
MARKING RIGHTS LESS COMMISSIONS	179,524	-	179,524	-	0.23%	397,224	350,379	46,845	13.37%	0.12%
RENTAL INCOME	7,666	22,052	(14,386)	(65.24%)	0.01%	283,254	203,136	80,118	39.44%	0.09%
INTEREST INCOME	12,209	54,902	(42,693)	(77.60%)	0.02%	71,295	648,051	(576,756)	(88.96%)	0.02%
OTHER	23,786	10,156	13,630	134.21%	0.03%	225,104	76,387	148,717	194.69%	0.07%
SUBTOTAL OTHER REVENUE	300,044	101,030	199,014	196.99%	0.30%	1,605,679	2,834,731	(1,229,052)	(43.36%)	0.49%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUEL/ENG/PROPANE TAX REFUNDS	-	369,850	(369,850)	-	0.00%	856,690	2,707,912	(1,851,222)	(68.36%)	0.26%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	-	26,150	(26,250)	-	0.00%	282,335	781,287	(498,952)	(63.86%)	0.09%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	-	0.00%	7,811,359	20,000,000	(12,188,641)	(60.94%)	2.36%
FEDERAL OPERATING ASSISTANCE	41,709	-	41,709	-	0.05%	242,967	583,971	(340,984)	(58.39%)	0.07%
MISCELLANEOUS RECEIPTS	54,502	49,115	5,387	10.97%	0.07%	2,333,695	2,369,352	(35,657)	(1.50%)	0.71%
FEDERAL CARES ACT	-	16,708,594	(16,708,594)	-	0.00%	-	107,777,769	(107,777,769)	-	0.00%
FEDERAL CRISMAA	-	-	-	-	0.00%	67,416,466	-	67,416,466	-	20.56%
FEDERAL ARP	54,815,088	-	54,815,088	-	69.40%	54,815,088	-	54,815,088	-	26.72%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	54,911,299	17,134,247	37,777,052	220.51%	69.57%	133,758,800	134,270,290	(511,490)	(0.38%)	40.80%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 78,984,841	\$ 36,528,705	\$ 42,456,136	117.60%	100.00%	\$ 317,846,099	\$ 312,005,307	\$ 5,840,792	5.08%	100.00%

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

MONTH RECEIVED	2019 ACTUAL	2020 ACTUAL	2021 (A) ESTIMATE	2021 ACTUAL	2021 MONTHLY		2021 MONTHLY		2020 YTD ACTUAL	2021 YTD ESTIMATE	2021 YTD ACTUAL	2021 VERSUS 2020		2021 YTD % EST VARIANCE
					VERSUS 2020 MONTH % CHANGE	ACTUAL VERSUS 2021 MONTHLY ESTIMATE	ACTUAL	% CHANGE				YTD	% CHANGE	
JANUARY	\$17,311,711	\$18,303,734	\$17,598,541	\$18,510,754	5.18%	\$17,311,711	\$18,303,734	\$17,599,541	\$18,303,734	\$18,303,734	\$18,510,754	1.13%	5.18%	
FEBRUARY	\$17,753,526	\$18,450,264	\$18,048,702	\$17,982,308	(0.37%)	\$35,065,237	\$36,753,998	\$35,648,243	\$36,753,998	\$36,753,998	\$36,493,063	(0.71%)	2.37%	
MARCH	\$19,588,186	\$21,219,411	\$19,913,868	\$20,684,587	3.77%	\$54,653,423	\$57,973,409	\$55,562,109	\$57,973,409	\$57,973,409	\$57,157,650	(1.41%)	2.87%	
APRIL	\$15,303,867	\$16,460,465	\$15,558,314	\$16,791,242	7.92%	\$69,957,280	\$74,433,873	\$71,120,423	\$74,433,873	\$74,433,873	\$73,948,892	(0.65%)	3.98%	
MAY	\$15,802,827	\$15,293,102	\$16,065,570	\$17,263,728	7.46%	\$85,760,117	\$89,726,976	\$87,185,993	\$89,726,976	\$89,726,976	\$91,212,618	1.66%	4.62%	
JUNE	\$18,297,841	\$15,926,194	\$18,602,067	\$21,214,064	14.04%	\$104,057,958	\$105,653,189	\$105,788,060	\$105,653,189	\$105,653,189	\$112,426,682	6.41%	6.28%	
JULY	\$16,425,144	\$13,364,639	\$16,698,234	\$20,766,582	24.36%	\$120,483,102	\$119,017,808	\$122,486,294	\$119,017,808	\$119,017,808	\$133,183,263	11.91%	8.74%	
AUGUST	\$17,918,246	\$17,532,128	\$18,216,181	\$21,522,576	18.15%	\$138,401,348	\$136,549,937	\$140,702,456	\$136,549,937	\$136,549,937	\$154,715,839	13.30%	9.98%	
SEPTEMBER	\$19,225,063	\$19,653,853	\$19,544,706	\$21,976,295	12.44%	\$157,626,411	\$156,203,790	\$160,247,161	\$156,203,790	\$156,203,790	\$176,682,135	13.12%	10.26%	
OCTOBER	\$17,757,984	\$18,570,261	\$18,053,234	\$21,490,445	19.04%	\$175,384,395	\$174,774,050	\$178,300,395	\$174,774,050	\$174,774,050	\$198,182,580	13.39%	11.15%	
NOVEMBER	\$18,251,949	\$17,091,363	\$18,555,412											
DECEMBER	\$18,555,735	\$18,282,055	\$18,864,249											
TOTAL	\$212,192,079	\$210,147,468	\$215,720,056	\$198,182,580										

Summary:

Month
 15.73% (\$2,920,184) higher than October 2020 Actual
 19.04% (\$3,437,211) higher than October 2021 estimate

YTD

13.39% (\$23,408,530) higher than 2020 Actual
 11.15% (\$19,882,185) higher than 2021 estimate

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

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

BOND RETIREMENT FUND		
HUNTINGTON MONEY MARKET		
	SEPTEMBER 2021	<u>\$325.04</u>
	2021 YEAR TO DATE	\$325.04
	2020 YEAR TO DATE	\$23,444.98
		\$104,715.74
GENERAL FUND		
HUNTINGTON-SALES TAX ACCOUNT		
STAROHIO		\$0.09
FFCB-CUSTODY ACCOUNT		\$5,861.00
KEY BANK SWEEP ACCOUNT		\$6,250.00
PNC CUSTODY ACCOUNT		\$94.71
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT		\$1.97
		<u>\$1.86</u>
	SEPTEMBER 2021	\$12,209.63
	2021 YEAR TO DATE	\$71,385.63
	2020 YEAR TO DATE	\$648,050.12
INSURANCE FUND		
STAROHIO		<u>\$310.41</u>
	SEPTEMBER 2021	\$310.41
	2021 YEAR TO DATE	\$14,819.38
	2020 YEAR TO DATE	\$175,699.56
LAW ENFORCEMENT FUND		
KEY BANK SWEEP ACCOUNT		\$0.63
STAROHIO		<u>\$2.84</u>
	SEPTEMBER 2021	\$3.47
	2021 YEAR TO DATE	\$30.40
	2020 YEAR TO DATE	\$406.39

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

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

\$1,904.91
\$693.42
\$7.06
\$2,605.39
\$100,144.77
\$558,954.39

SEPTEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

**PENSION FUND
STAROHIO
KEY BANK SWEEP ACCOUNT**

\$79.32
\$0.74
\$80.06
\$757.53
\$13,268.43

SEPTEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

**EMPLOYEE ACTIVITY ACCOUNT
KEY BANK MONEY MARKET**

\$0.89
\$0.89
\$9.96
\$152.21

SEPTEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

**RTA CAPITAL FUND
KEY BANK SWEEP ACCOUNT**

\$41.59
\$41.59
\$469.30
\$159,417.24

SEPTEMBER 2021
2021 YEAR TO DATE
2020 YEAR TO DATE

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

RESERVE FUND		
STAROHIO		\$3,204.19
KEY BANK SWEEP ACCOUNT		<u>\$49.70</u>
		\$3,253.89
	SEPTEMBER 2021	\$113,528.59
	2021 YEAR TO DATE	\$475,165.22
	2020 YEAR TO DATE	
TOTAL ALL FUNDS		
	SEPTEMBER 2021	\$18,830.37
	2021 YEAR TO DATE	\$324,590.54
	2020 YEAR TO DATE	\$2,135,829.30

2021 YEAR
TO DATE
\$324,591

INTEREST RECEIVED (CASH BASIS)

ACCRUED INTEREST:

BEGINNING:

ENDING:

INTEREST INCOME EARNED:

AVERAGE INVESTMENT BALANCE (COST):

AVERAGE YIELD ON INVESTMENTS:

SEPTEMBER

\$18,830

(\$55,697)

\$77,478

\$40,612

\$272,326,795

0.20%

(\$86,211)

\$77,478

\$315,858

\$254,864,024

0.20%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF SEPTEMBER 30, 2021**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	9/30/2021	10/1/2021	MONEY MARKET	HUNTINGTON BANK	1	\$15,245,549	\$0	1	0.02%
	5/6/2019	5/31/2022	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	1118	\$247,412	\$3,707	272	2.10%
	5/8/2019	11/30/2021	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	936	\$1,665,366	\$24,908	152	2.10%
TOTAL BOND RETIREMENT FUND						\$17,158,327	\$28,615		0.24%
GENERAL FUND	9/30/2021	10/1/2021	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$115,290	\$0	1	0.35%
	3/1/2021	3/1/2024	FFCB	STIFEL NICOLAUS	1095	\$4,997,500	\$7,395	912	0.25%
	4/22/2021	10/6/2021	NATXNY CP	HILLTOP SECURITIES	167	\$4,996,521	\$3,354	36	0.15%
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$2,150	1089	0.43%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$158	1093	0.57%
	9/30/2021	10/1/2021	STAR OHIO	STATE OF OHIO	1	\$120,007,997	\$0	1	0.08%
	9/30/2021	10/1/2021	EMPLOYEE ACTIVITY FUND	KEY BANK	1	\$108,436	\$0	1	0.35%
	9/30/2021	10/1/2021	PNC CUSTODY ACCOUNT	PNC BANK	1	\$19,119	\$0	1	0.01%
	9/30/2021	10/1/2021	SALES TAX ACCOUNT	HUNTINGTON BANK	1	\$4,400	\$0	1	0.03%
	9/30/2021	10/1/2021	KEY ECR	KEY BANK	1	\$13,251,520	\$0	1	0.35%
TOTAL GENERAL FUND						\$153,510,882	\$13,058		0.14%
INSURANCE FUND	9/30/2021	10/1/2021	STAR OHIO	STATE OF OHIO	1	\$4,811,225	\$0	1	0.08%
	9/30/2021	10/1/2021	KEY ECR	KEY BANK	1	\$958,470	\$0	1	0.35%
TOTAL INSURANCE FUND						\$5,769,697	\$0		0.12%
LAW ENFORCEMENT FUND	9/30/2021	10/1/2021	LAW ENFORCEMENT	KEY BANK-SWEEP	1	\$87,665	\$0	1	0.35%
	9/30/2021	10/1/2021	STAR OHIO	STATE OF OHIO	1	\$44,035	\$0	1	0.08%
TOTAL LAW ENFORCEMENT FUND						\$131,700	\$0		0.20%
LOCAL MATCH FUND	3/17/2020	1/24/2023	LOCAL MATCH-FFCB	STIFEL NICOLAUS	1042	\$5,091,175	\$15,033	510	1.64%
	4/30/2021	5/3/2021	2019 DEBT ACCT-STAR OHIO	STATE OF OHIO	1	\$8,969,062	\$0	1	0.08%
	9/30/2021	10/1/2021	2019 DEBT ACCT-KEY ECR	KEY BANK	1	\$893,009	\$0	1	0.75%
	9/30/2021	10/1/2021	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$30,172,447	\$0	1	0.08%
	9/30/2021	10/1/2021	LOCAL MATCH-KEY ECR	KEY BANK	1	\$217,545	\$0	1	0.35%
	9/30/2021	10/1/2021	GRANT-ECR	KEY BANK	1	\$111,667	\$0	1	0.35%
	9/30/2021	10/1/2021	CATCH BASIN-KEY ECR	KEY BANK	1	\$101,888	\$0	1	0.35%
TOTAL LOCAL MATCH FUND						\$45,556,792	\$15,033		0.27%
PENSION FUND	9/30/2021	10/1/2021	KEY ECR	KEY BANK	1	\$89,734	\$0	1	0.35%
	9/30/2021	10/1/2021	STAR OHIO	STATE OF OHIO	1	\$1,229,339	\$0	1	0.08%
TOTAL PENSION FUND						\$1,319,073	\$0		0.10%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF SEPTEMBER 30, 2021**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
RTA CAPITAL FUND	9/30/2021	10/1/2021	KEY ECR	KEY BANK	1	\$4,867,821	\$0	1	0.35%
	8/5/2021	5/22/2022	NATXNY CP	HILLTOP SECURITIES	270	\$4,994,375	\$1,167	244	0.15%
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	\$2,000,000	\$3,263	964	0.33%
	3/4/2021	3/4/2024	FNMA	STIFEL NICOLAUS	1095	\$499,750	\$933	915	0.34%
TOTAL RTA CAPITAL FUND					\$12,361,946	\$5,353		0.27%	
RESERVE FUND	3/17/2020	1/24/2023	FFCB	STIFEL NICOLAUS	1042	\$5,091,175	\$15,033	510	1.64%
	9/15/2021	5/23/2022	AGRI BANK CP	HILLTOP SECURITIES	250	\$4,993,750	\$375	235	0.18%
	9/30/2021	10/1/2021	KEY ECR	KEY BANK	1	\$1,555,827	\$0	1	0.35%
	9/30/2021	10/1/2021	STAR OHIO	STATE OF OHIO	1	\$51,826,821	\$0	1	0.08%
TOTAL RESERVE FUND					\$63,467,573	\$15,408		0.22%	
TOTAL ALL FUNDS					\$299,275,989	\$77,478	87	0.19%	

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF SEPTEMBER 30, 2021**

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2020	Interest Payable/ 6/1/2021	Principal Payable/ 6/1/2021	Debt Service Requirement/ 6/1/2021	Interest Payable/ 12/31/2021	Principal Payable/ 12/31/2021	Debt Service Requirement/ 12/31/2021	Total Debt Requirement 2021
Series 2014A-Sales Tax Rev.	Dec. 2025	10,305,000.00	240,725.00	0.00	240,725.00	240,725.00	3,730,000.00	3,970,725.00	4,211,450.00
Series 2015-Sales Tax Rev.	Dec. 2026	22,805,000.00	1,034,000.00	0.00	1,034,000.00	1,034,000.00	3,350,000.00	4,384,000.00	5,418,000.00
Series 2016-Sales Tax Rev.	Dec. 2027	8,115,000.00	374,900.00	0.00	374,900.00	374,900.00	10,000.00	384,900.00	755,800.00
Series 2019-Sales Tax Rev.	Dec. 2030	11,985,000.00	727,375.00	0.00	727,375.00	727,375.00	955,000.00	1,682,375.00	2,409,750.00
Total Bonds		\$58,795,000.00	\$2,639,500.00	\$0.00	\$2,639,500.00	\$2,639,500.00	\$11,345,000.00	\$13,984,500.00	\$16,624,000.00

Bond Retirement
\$16,624,000

Current Balance (Set Aside for 2021)

Monthly Set Aside Required
\$0

Note: The principal outstanding at 12/31/2020 is shown net of the bonds that were defeased in July 2021

**COMPOSITION OF INVESTMENT PORTFOLIO
AS SEPTEMBER 30, 2021**

Instrument	PRINCIPAL AMOUNT	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$15,365,241	\$15,365,240	5.13%	0.02%	1
Key Bank Sweep Account	\$215,219	\$215,219	0.07%	0.35%	1
Star Ohio	\$217,060,927	\$217,060,927	72.53%	0.08%	1
Earnings Credit Rate Account	\$22,057,580	\$22,057,580	7.37%	0.35%	1
Commercial Paper	\$14,984,646	\$15,000,000	5.01%	0.15%	151
U.S. Government Securities	\$29,592,377	\$29,430,000	9.89%	0.85%	765
Total Investment Portfolio	<u>\$299,275,989</u>	<u>\$299,128,966</u>	<u>100.00%</u>	<u>0.19%</u>	<u>87</u>

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH SEPTEMBER 30, 2021**

MONTH	2021				2020					
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
JANUARY	\$247,915,757	\$25,844	0.24%	0.10%	0.01%	\$153,025,000	\$306,867	1.94%	1.66%	1.49%
FEBRUARY	\$241,578,777	\$39,883	0.21%	0.09%	0.01%	\$147,326,500	\$177,033	1.93%	1.53%	1.22%
MARCH	\$233,701,962	\$31,822	0.22%	0.08%	0.01%	\$153,725,000	\$446,742	1.49%	1.25%	0.10%
APRIL	\$226,630,970	\$31,038	0.20%	0.07%	0.01%	\$150,720,000	\$364,880	1.17%	1.01%	0.01%
MAY	\$251,992,878	\$32,939	0.20%	0.06%	0.01%	\$187,360,000	\$234,705	0.86%	0.77%	0.01%
JUNE	\$287,664,318	\$51,309	0.18%	0.05%	0.01%	\$212,554,447	\$209,413	0.75%	0.53%	0.07%
JULY	\$288,788,088	\$30,698	0.19%	0.05%	0.01%	\$221,871,717	\$98,135	0.74%	0.30%	0.01%
AUGUST	\$243,356,737	\$31,714	0.19%	0.05%	0.01%	\$232,155,834	\$99,171	0.48%	0.14%	0.01%
SEPTEMBER	\$272,326,795	\$40,612	0.19%	0.05%	0.01%	\$236,404,000	\$28,674	0.39%	0.13%	0.01%
OCTOBER						\$267,168,925	\$28,216	0.28%	0.13%	0.01%
NOVEMBER						\$255,122,283	\$4,471	0.24%	0.12%	0.01%
DECEMBER						\$240,885,693	\$9,764	0.27%	0.11%	0.01%
YEAR TO DATE	254,884,024	\$315,859	0.20%	0.07%	0.01%	\$184,786,142	\$2,006,071	0.88%	0.64%	0.25%
RTA AVERAGE YIELDS OVER (UNDER) INDEX										
				0.14%	0.19%				0.24%	0.63%

Moving average coupon equivalent yields for 6 month Treasury Bills,

Market Yield equals US Treasury Money Fund 7 Day Yield

Greater Cleveland Regional Transit Authority
 Banking and Financial Relationships
 As of September 30, 2021

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

NOTE:

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

Ohio Revised Code Sections 102.03(D) and (E)

Ohio Ethics Commission Informal Opinion Number 2003-1NF-0224-1

Ohio Ethics Commission Staff Advisory Opinion to Sheryl King Benford (DCGM - Legal Affairs) dated May 6, 2020

Ohio Ethics Commission Staff Advisory Opinion Number 2011-08

Ohio Ethics Commission Staff Advisory Opinion to R. Brent Milaney 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.



PROPOSED DATES

2022 NOTICE OF MEETINGS

Notice is hereby given that the regular meetings of the Board of Trustees and Committees of the Greater Cleveland Regional Transit Authority will be held during 2022 at 9:00 A.M. in the Board Room of the Authority, first floor of the Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113 on the dates listed below.

January 11 - Committees
January 25 - Board

July 12 – Committees
July 26 – Board

February 1 - Committees
February 8 – Audit Committee
February 15 - Board

August 9 – Committees
August 16 – Audit Committee
August 23 – Board

March 1 - Committees
March 22 – Board and Annual Meeting*

September 13 – Committees
September 27 – Board

April 5 – Committees
April 19 - Board

October 4 – Committees
October 25 – Board

May 10 – Committees
May 17 – Audit Committee
May 24 - Board

November 1 – Committees
November 8 – Audit Committee
November 15 – Board

June 14 - Committees
June 28 – Board

December 6 – Committees
December 20 – Board

*Board Meeting and Committees or Annual meeting on the same day.

MEETINGS MOVED TO ALIGN WITH CONFERENCES

Conference of Mayors – January 19-21

APTA Legislative – March 13-15

APTA Mobility – May 1-4

APTA Rail – June 5-8

APTA Annual – October 9-12

COMTO – TBD – usually in July

OPTA – TBD – usually in April/ In Sept. in 2021