



Greater Cleveland
Regional Transit Authority

1240 West 6th Street
Cleveland, Ohio 44113-1302
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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, February 25, 2025** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon. This meeting will be live streamed on RTA's Board Page www.RideRTA.com/board via the meeting date for staff and members of the public. Members of the public may attend in person.

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 Meeting – agenda attached

India L. Birdsong Terry
General Manager, Chief Executive Officer

IBT:tab
Attachment

Scan this QR code to access the meeting schedule, live streams and meeting materials.





REVISED AGENDA

RTA Board of Trustees Meeting

Tuesday, February 25, 2025

9:00 a.m.

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the January 21, 2025 Board Meeting minutes
5. Public comments (**2 minutes**) on **Agenda and Non-Agenda items:**

Please state your name and city of residence

- a. In person
 - b. Phone: 440-276-4600
 - c. Web form (1 comment limit) Comments will be forwarded to Board and staff
6. Board Governance Committee report
 7. Operational Planning & Infrastructure Committee report
 - Chair: Ms. Lauren R. Welch
 8. Organizational, Services & Performance Monitoring Committee report
 - Chair: Mayor Anthony D. Biasiotta
 9. Audit, Safety Compliance and Real Estate Committee report
 - Chair: Mayor Paul A. Koomar
 10. External and Stakeholder Relations and Advocacy Committee report
 - Chair: Rev. Charles P. Lucas
 11. Civilian Oversight Committee (COC)
 - Board Liaison: Ms. Lauren R. Welch
 12. Community Advisory Committee (CAC)
 - Board Liaison: Ms. Deidre McPherson
 13. Ad Hoc Committee reports
 14. Introduction of new employees and announcement of promotions - Ida Marshall, Senior Manager of Talent Acquisition

15. Executive Session Requested – To review the negotiations concerning the compensation/terms and conditions of employment for GCRTA's (union) employees.

16. Introduction of resolutions:

- A. 2025-23 - Expressing appreciation to Anthony D. Biasiotta for his service as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority and extending best wishes for many years to come
- B. 2025-24 - Authorizing Contract No. 2024-220 with GIRO, Inc. to provide HASTUS software maintenance and support services for a three-year period in a total amount not to exceed \$1,089,936.00 (General Fund, Information Technology Department budget)
- C. 2025-25 - Authorizing Contract No. 2024-179 with Genfare, LLC to provide farebox collection software support services for a period of one year in an amount not to exceed \$61,425.00 with two, one-year options in amounts not to exceed \$63,268.00 and \$65,166.00, respectively, for a total contract amount not to exceed \$189,859.00 (General Fund, Management Information Services Department budget)
- D. 2025-26 - Authorizing a change order to exercise an option under Contract No. 2020-046 with New Flyer of America, Inc. for the purchase and delivery of six (6) five (5) door 60-ft. articulated BRT coaches, as specified, for an amount not to exceed \$7,956,739.02 (RTA Development Fund, Fleet Management Department budget)
- E. 2025-27 - Authorizing Contract No. 2024-195 with Railworks Track Services, LLC for Brookpark Yard Tracks improvements in an amount not to exceed \$2,589,826.00 (RTA Development Fund, Engineering & Project Development Department budget)
- F. 2025-28 - Authorizing Contract No. 2024-205 with Standard Contracting & Engineering, Inc. for Brookpark Rail Shop modifications in an amount not to exceed \$2,893,100.00 (RTA Development Fund, Engineering & Project Development Department budget)
- G. 2025-29 - Authorizing Contract No. 2024-154 with Omax Corporation for the furnishing of a waterjet cutting machine in an amount not to exceed \$174,084.00 (RTA Development Fund, Fleet Management Department budget)
- H. 2025-30 - Authorizing Contract No. 2024-210 with Petroleum Traders Corporation for the furnishing of approximately 1,000,000 gallons of Ultra Low Sulfur Diesel fuel, as specified and as required, for each year of the three years contract term, at a cost of minus \$.0333 per gallon for year one, minus \$.0308 per gallon below the OPIS index for year two, and minus \$.0283 per gallon below the OPIS index for year three (General Fund, Fleet Management Department budget)

- I. 2025-31 - Amending Resolution No. 2024-075 to remove the vendor name "Sam Schwartz Consulting, LLC" and replace it with "T.Y. Lin International"
 - J. 2025-32 - Approving the 2025 Internal Audit Plan
 - K. 2025-33 - Amending Section 222.05 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and amending the Operating Procedures for the Civilian Oversight Committee
 - L. 2025-34 - Re-appointment of David Morris and Rebecca Wharton to the Civilian Oversight Committee
 - M. 2025-35 - Authorizing a renewal lease agreement with Downtown Cleveland, Inc. for a dog park at Settler's Landing Rapid Transit Station
 - N. 2026-36 - Authorizing an agreement with the City of Shaker Heights for a period of one year beginning January 1, 2025 in an amount not to exceed \$282,169.68 for landscape maintenance and parking lot snow removal (General Fund, Programming & Planning Department budget) and in an amount not to exceed \$37,894.97 for planting replacement landscaping in conjunction with the Authority's shaker boulevard shelter project (RTA Development Fund, Programming & Planning Department budget)
17. Secretary-Treasurer's Report – Rajan D. Gautam, Deputy General Manager, Finance, Secretary-Treasurer
- a. General Fund Revenue – January 31, 2025 compared to January 31, 2024
 - b. General Fund Revenue – period ending January 31, 2025 compared to budget
 - c. Sales & Use Tax Receipts Report budgeted during 2024, actual receipts through February 2025
 - d. Inventory of Treasury Investments as of January 31, 2025
 - e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of January 31, 2025
 - f. Summary of Investment Performance, Year to Date through January 31, 2025
 - g. Report on Investment Earnings (cash basis) as of January 31, 2025
 - h. Composition of Investment Portfolio as of January 31, 2025
 - i. Banking and Financial Relationships as of January 31, 2025
18. General Manager's Report – India Birdsong Terry, General Manager, Chief Executive Officer
19. President's Report
20. Old Business

Minutes

RTA Board of Trustees Meeting

9:04 a.m. January 21, 2025

Board Members: Koomar (Chair), Welch (Vice Chair), Biasiotta, McPherson, Pacetti, Sleasman, Weiss

Not present: Elder, Love, Lucas

Staff: Biggar, Birdsong Terry, Burney, Caver, Dangelo, Davidson, Fields, Fleig, Ford-Marshall, Freilich, Gautam, Gibbons, Jupina, Kirkland, Miller, Myers, Reed, Rusnov, Schipper, Talley, Walker Minor, Young

Public: Keeler, Maur, Sprenger, Yeager

The meeting was called to order at 9:04 a.m. There were seven (7) Board members present.

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

Minutes

The minutes from the December 17, 2024 Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. It was moved and seconded. The minutes were approved.

Public Comments – Agenda and Non-Agenda Items

The public comment section has been consolidated to include agenda and non-agenda items.

1. Brianna Springer – Parma, OH – Brianna has been a paratransit rider for 2 years. Brianna moved from Lorain County to Cuyahoga County for better access to paratransit services. Brianna thanked RTA for the new Paratransit app.
2. Karyssa – Karyssa has used paratransit for 15 years. Karyssa asked if rides can be tracked.
3. Janet Keeler – Janet is the Director of Community Development at the Cuyahoga County Developmental Disabilities. Janet attended an RTA TransitStat program and as a result created a performance management program in 2010 called DD SupportStat. CCDD trains hundreds of people each year on RTA travel services. Janet supports the new paratransit app and purchase of new paratransit vehicles and asks for the Board's approval. The new app will bring tracking capabilities up to speed with other services like Uber. Customers can stay inside while waiting for their rides and can monitor them on the app.
4. Airric Stewart – Airric said considering the cold temperatures it would be good to have service from the western part of Harvard heading east to go to Pinecrest Shopping Center and not have to alight at Tri-C and walk. RTA hasn't done a good job mapping out the NextGen routes. Only small portions of his comments make it into the minutes. The Customer Service line is still cutting callers off. Airric's previous route suggested comments (15A and 48A

reinstatement) should be added to the minutes. These routes access work, school and hospitals. No study has been done that RTA's route assessment is correct.

Mayor Koomar said that management has looked at the route recommendations. The goal is to serve the greatest number of riders. Some of the recommendations cuts off service to critical facilities like hospitals. Comments will be taken into consideration. Staff will continue to monitor all routes. Minutes are summarized. Comments can be submitted on the webform for word for word submission.

5. Larry Rodriguez – Larry had to leave but left his comments. Larry asked that paratransit wait times and call times be improved. Also, bus door audio alerts are not working.
6. Art Cenoia – Parma, OH – (webform) – Regarding the W25th St. BRT project: Dedicated bus lanes along the entire route are essential. Without them, this expensive effort will not improve transit throughput. Buses will continue to be snarled in traffic jams in the West Side Market area. "Bus Rapid Transit" will be "rapid" in name only.
7. Kim Goodman – Euclid, OH – (webform) - The paratransit website is easier to use but it doesn't always give me the right time I asked for. In the morning I used to get on the back car of the Redline because I get off at W 25th. Now I have to walk all the way to the front door of the front car so I can show my pass before boarding. This is a lot of walking for me and other disabled people. I wish I could just get on the back car at Windermere so I can get off at the back door and be closer to the elevator at W 25th.
8. Joseph Edward Swarten – Cleveland, OH – (webform) - After seeing that the Blue and Green line stations will be getting "Real-time" arrival signs. Why don't the Red Line, Healthline Stations and other Transit hubs get the same thing. I have seen "Real-Time" monitors up in Tower City. This should be brought to every Red line station since most of them have monitors in them anyways. They should be showing train arrival times on them. Especially now with the weather being cold and most of the monitors are inside the stations it will let folks know when they have to go outside to get on the train. As for the Healthline stations, I believe the same ones that you have at places like East Roadway and Superior will be fine. RTA needs to be treating all their "Rapid" stations and transit hubs like proper stations and hubs. Not just fancy shelters with little to no information. This also applies to the new BRT stations being built on W.25th. GCRTA, if you are gonna do something, make sure you do it the right way. Also, we need to make sure one of the busiest bus corridors, aka Detroit to Lorain on W.25, has bus lanes in that project.
9. Chris Martin – Cleveland OH – (webform) - Good job finally getting validators installed at Tower City. Now, let's get smart cards, contactless fare payment, and fare-capping. Good job, also, on continuing to close the operator shortage. I hope we will soon see a strong collective bargaining agreement between you and ATU 268 that ensures your new hires are valued workers. I keep hearing your cops are harassing the unhoused at Stokes Windemere? What's up with that? Does the Trillium contract for CNG maintenance at Triskett mean the agency will be able to stop running trolley buses on regular routes? My understanding is that the inability to fuel CNG motorcoaches at Triskett has been preventing their use in service.

It's very funny to me that the Community Advisory Committee doesn't want to hear from the community through public comment. It's right in line with this Board's decision to halve the amount of public comment it allows. But at least y'all meet more than just 4 times per year. How is this board going to accomplish its goal of expanding bus service on weekends and at night? How will the agency stave off its looming fiscal cliff? How will this board help

25Connects be a success by ensuring dedicated bus lanes are integrated throughout the entire route? Will you lobby the City of Cleveland and Councilor Kerry McCormack to convince them of the benefit of bus lanes?

10. Jenna Thomas – Cleveland, OH - (webform) - Good morning to members of the Board & RTA staff. I regret not being able to be there in person this morning but hope you are all staying warm! Yesterday, Clevelanders for Public Transit launched a letter-writing campaign calling for bus lanes all along W. 25th. I was so proud to see dozens and dozens of riders submit hundreds of letters to this Board and other decision-makers advocating for the infrastructure that would improve their lives. I'm also proud to see GCRTA more firmly supporting designated bus lanes between Detroit & Lorain, and sincerely hope you are fighting for transit riders behind closed doors when these critical decisions are being made.

I hope that, as final design decisions are made for W. 25th, GCRTA considers its riders and operators first and foremost: the service workers that clock in at business along W. 25th, the new mothers taking their babies to appointments at Metro, the senior who needs to get to the grocery store. When it works, public transit is a beautiful thing. Infrastructure built for the working class, for your incredible operators, for the average Clevelander is worth fighting for and CPT is excited to fight for it alongside you all.

11. Isaac Shimsky-Agosto – Cleveland, OH – (webform) - As a Blue Line rider, it is great to see the improvements being done. The mobile ticket scanners at Tower City have made using that station much smoother. The plans for improvements to the stations east of Shaker Square look great. The arrival screens at the rebuilt Van Aiken Station will be much appreciated. It would also be appreciated if similar screens could be installed at Shaker Square.

Committee Reports

Mayor Koomar asked for Board members to give Tony Garofoli, Executive Director, Internal Audit their suggestions on the 2025 Audit Plan or to notify him if they don't have any input.

Introduction of New Employees/Promotions

Ms. Marshall, Senior Manager, Talent Acquisition introduced the new employees and promotions. There were 14 new hires and 7 promotions.

Introduction of Resolutions

- A. 2025-1 - Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the fourth quarter of 2024, the adoption of which was moved by Mayor Koomar, seconded by Mayor Weiss and approved by unanimous vote.

There are 14 retirees this quarter. Peter Lariccia, Electronics Technician at Central Rail Maintenance braved the cold temperatures to receive his proclamation in person.

- B. 2025-2 - Authorizing Contract No. 2024-155 with the Great Lakes Construction Co. for Project 19.64 - W. 65th Stairway and Platform Repair in an amount not to exceed \$644,172.50 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Welch, seconded by Mr. Sleasman and approved by unanimous vote.

- C. 2025-3 - Authorizing Contract No. 2024-141 with Tolar Manufacturing, Inc. for Light Rail Shelter Replacement in an amount not to exceed \$826,750.00 (RTA Development Fund, Programming & Planning Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Mayor Biasiotta. A roll call was requested. There were six (6) ayes and one abstention by Mayor Weiss. It passes.
- D. 2025-4 - Authorizing Contract No. 2024-146 with Connectpoint, Inc. for the purchase of electronic signage for Light Rail Shelter Replacement in an amount not to exceed \$380,055.00 with an option for the purchase of up to forty-three push-to-talk buttons in an amount not to exceed \$97,610.00, for a total contract amount not to exceed \$477,665.00 (RTA Development Fund, Programming & Planning Department budget), the adoption of which was moved by Mayor Biasiotta, seconded by Mr. Sleasman. A roll call was requested. There were six (6) ayes and one abstention by Mayor Weiss. It passes.
- E. 2025-5 - Authorizing Contract No. 2024-143 with Northeast Ohio Trenching Service, Inc. for Project No. 18.82B – Light Rail Shelter Replacement (other amenities) in an amount not to exceed \$293,000.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Mayor Biasiotta. A roll call was requested. There were six (6) ayes and one abstention by Mayor Weiss. It passes.
- F. 2025-6 - Authorizing Contract No. 2024-222 with Trillium Transportation Fuels, LLC dba trillium CNG to provide Triskett CNG operations and maintenance services for a three-year period in an amount not to exceed \$1,080,000.00 (General Fund, Triskett District budget), the adoption of which was moved by Ms. Pacetti, seconded by Mayor Biasiotta and approved by unanimous vote.

Ms. Terry asked staff to address the public comments about this contract and the use of the trolley coaches on alternate routes. Dr. Caver said this contract will provide the operation and maintenance for Triskett. The trolleys are not CNG vehicles. They run on diesel and are used outside of downtown. We have a surplus of trolleys due to going from 3 to 1 trolley routes. The use of trolleys and the availability of CNG is not related. Mr. Schipper added that there is enough capacity to fuel all of the CNG buses at both bus districts.

- G. 2025-7 - Authorizing Contract No. 2024-159 with KS Associates, Inc. for Project 20.26 – On-Call Surveying Services – Phase 7 in an amount not to exceed \$250,000.00 for a period of 36 months (RTA Capital and/or RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. McPherson, seconded by Mr. Sleasman and approved by unanimous vote.
- H. 2025-8 - Authorizing Contract No. 2024-135 with RGT Services LLC dba the Fowler Company for Project No. 60E – East 120th Street Substation Replacement in an amount not to exceed \$7,194,208.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Welch, seconded by Mr. Sleasman and approved by unanimous vote.
- I. 2025-9 - Authorizing Contract No. 2024-196 with Vehicle Maintenance Program for the furnishing of motorcoach filters, as specified and as required, for a period of two years in an amount not to exceed \$124,110.00 (General Fund, Fleet Management

Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch and approved by unanimous vote.

- J. 2025-10 - Authorizing Contract No. 2024-158 with Mott MacDonald, LLC for Project 20.14 – On-Call Signal Engineering Services - 2024 in an amount not to exceed \$450,000.00 for a period of 24 months (RTA Capital and/or Development Funds, Engineering & Project Development Department budget), the adoption of which was moved by Mayor Weiss, seconded by Mr. Sleasman and approved by unanimous vote.
- K. 2025-11 - Authorizing Contract No. 2024-203 with American Bus & Accessories, Inc. for the purchase and delivery of 17 paratransit coaches, as specified, for a total contract amount not to exceed \$2,553,536.00 (RTA Development Fund, Fleet Management Department budget), the adoption of which was moved by Ms. Welch, seconded by Ms. Pacetti and approved by unanimous vote.

Mayor Koomar asked for the timeline on the new coaches. Mr. Davidson said the first coach will arrive in September of this year.

- L. 2025-12 - Authorizing Contract No. 2024-174 with Westward Sales, Inc. for the purchase of mobile routers in an amount not to exceed \$203,940.00 for 60 units and an option to purchase up to 60 additional units at an amount not to exceed \$203,940.00, for a total contract amount not to exceed \$407,880.00 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch and approved by unanimous vote.
- M. 2025-13 - Authorizing Contract No. 2024-223 with Masabi, LLC to provide fare collection validators in an amount not to exceed \$324,980.00 for 30 car sets and an option to purchase up to 30 additional car sets in an amount not to exceed \$239,400.00, for a total contract amount not to exceed \$564,380.00 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Mayor Biasiotta and approved by unanimous vote.
- N. 2025-14 - Authorizing Contract No. 2024-212 with Oracle America, Inc. to provide Oracle software licenses, maintenance, and support services for a period of one year in an amount not to exceed \$700,586.04 (General Fund, Management Information Services Department budget), the adoption of which was moved by Mayor Weiss, seconded by Ms. Pacetti and approved by unanimously vote.
- O. 2025-15 - Authorizing an increase to Contract No. 2023-030 with Suburban Maintenance & Construction, Inc. for Project 62A – Rehabilitation of Track/Platform Bridges over W. 117th Street in the amount of \$116,303.23 for a total contract amount of \$8,917,566.09 and reinstating the General Manager, Chief Executive Officer's change order signing authority in its entirety (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mr. Sleasman and approved by unanimous vote.
- P. 2025-16 - Authorizing an increase to Contract No. 2023-155 with the Great Lakes Construction Co. for Project 52N – Tower City East Portal Rehabilitation in the amount of \$98,554.40, for a total contract amount of \$16,309,018.12, and reinstating the General Manager, Chief Executive Officer's change order signing authority in its

entirety (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. McPherson, seconded by Mr. Sleasman and approved by unanimous vote.

- Q. 2025-17 - Authorizing Contract No. 2024-219 with GIRO, Inc. to provide HASTUS software hosting services for a period of one year in an amount not to exceed \$213,744.00 (General Fund, Information Technology Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Ms. Welch and approved by unanimous vote.
- R. 2025-18 - Authorizing Contract No. 2024-221 with Motorola Solutions, Inc. for Motorola radio equipment and software annual maintenance in amounts not to exceed \$114,936.64 for year one, \$120,683.44 for year two, and \$126,717.61 for year three, for a total contract amount not to exceed \$362,337.63 for the three-year period (General Fund, Information Technology Department budget), the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch and approved by unanimous vote.
- S. 2025-19 - Authorizing Contract No. 2024-165 with Trapeze Software Group, Inc. to provide "PASS" mobile application licensing and implementation services in an amount not to exceed \$170,922.00 (RTA Development Fund, Information Technology Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Ms. McPherson and approved by unanimous vote.
- T. 2025-20 - Authorizing the Greater Cleveland Regional Transit Authority to enter into a purchase and sale agreement with Flaherty & Collins Development, LLC, for the proposed sale of a 1.35-acre parcel of real property located at 10300 Detroit Avenue, Cleveland, Ohio, the adoption of which was moved by Mayor Koomar, seconded by Mr. Sleasman and approved by unanimous vote.
- U. 2025-21 - Contract for sale of 0.0003 acres of land to the City of Twinsburg for the public purpose of highway construction and warranty deed, the adoption of which was moved by Mayor Koomar, seconded by Ms. McPherson and approved by unanimous vote.
- V. 2025-22 - Amending the Operating Guidelines for the Community Advisory Committee, the adoption of which was moved by Mayor Koomar, seconded by Ms. McPherson and approved by unanimous vote.

Secretary-Treasurer's Report

Rajan D. Gautam, Deputy General Manager of Finance and Secretary-Treasurer gave the report. This information is from the Bureau of Labor Statistics and Federal Reserve. From a high of 9.1% in June 2022, the inflation rate at the end of December 2024 was 2.9%. The Federal Open Market Committee (FOMC) reduced interest rates to 4.5% effective December 18. They are scheduled to meet Dec. 28th and 29th to determine future actions.

December 2024 ridership was 7.8% higher compared to December 2023 levels. YTD ridership is 10.8% higher compared to pre-COVID levels. We remain 7.3 million rides lower compared to 2019 or 22.7%. The ridership for 2024 is 24.8 million. Ridership for 2019 was 32.1 million. Passenger fares for December 2024 were 7.3% lower than December 2023 levels due to the timing of student fare

cards and U-pass receipts. Compared to pre COVID levels, 2019 YTD fares were \$42.8 million, 2024 was \$32.9 million, which is \$9.9 million lower or 23.1%.

January 2025 sales tax receipts were 0.2% higher compared to January 2024. Category details for January are not yet available. December 2024 receipts included \$22.5 million of sales tax collected for September activity. The State of Ohio reimbursed \$3 million to RTA for the sales tax holiday. Ohio's sales tax holiday was from July 30 – August 8, 2024. The reimbursement was received in December. YTD comparing 2024 to 2023, eleven of the 23 categories that make up the sales tax base was positive. Online sales were 10.9% higher. Regular and statewide sales were 0.6% lower. Motor vehicles and watercraft were 2.1% lower.

Selected Data

A revised version of the debt service scheduled was issued.

Total Long-Term Debt – 12/31/2024	\$22.3 million
Average Investment Yield – YTD	4.45%
Cash and Investments	
Unrestricted (General Fund)	\$33.6 million
Restricted	\$329.7 million
TOTAL CASH AND INVESTMENTS	\$363.3 million

Mayor Weiss asked about the December 2024 sales tax. There is a 3-month delay. Mr. Gautam said YTD 2024 was in line with 2023 levels. December 2024 included the \$3 million sales tax holiday reimbursement. The December 2024 receipts were 13.6% higher once the sales tax reimbursement is included. They were relatively flat if the reimbursement is excluded.

General Manager, CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. Code Book Section 840.09 authorizes the CEO to offer fare incentives or complimentary rides to promote ridership through Temporary Promotional Programs. The results must be reported annually. Two programs benefited from this program last year with a 50% discount. The total amount of discounts was \$5,900. They were the Homeless Standdown and Summer of Cuyahoga.

New Information Technology Director, Charles Morgan, III started January 6. He previously worked at PNC Bank. He will report directly to Dr. Caver, Deputy General Manager of Operations. He will develop the IT department's strategic plan and manage large scale IT projects. Mr. Morgan expressed how excited he is to be here and to drive technology solutions with his staff. Several RTA employees have years of service milestones. Chara Stanley, Hayden Bus Operator has 30 years of service. Leonard Brown, Hayden Bus Operator has 33 years of service. Peter Lariccia, Electronic Technician has 35 years of service and Nancy Boberek, Database Analyst has 43 years of service.

GCRTA was featured on WKYC 3 Good Company to promote RTA's 50th anniversary celebration. Ms. Terry was interviewed where she shared RTA's history, upcoming events surrounding the milestone anniversary including special bus wraps. Several employees joined RTA's ERG Latinos Unidos and the Northeast Ohio Hispanic Center for Economic Development for La Gran Parranda on December 20. This event is comprised of traditional caroling and visits to local Latin-owned business. Participants used public transportation to get to each venue showcasing RTA's accessibility to the community. The event culminated at the soft opening at Centro Villa on W. 25th Street.

RTA received the Healthy Business Council of Ohio (HBCO) platinum level award for a healthy worksite. This is the highest honor. RTA received the gold level award in 2023. The HBCO program annually recognizes Ohio employers that have demonstrated commitment to their employees' wellbeing by providing comprehensive worksite health promotion and wellness programs.

The Ohio Department of Transportation (ODOT) and Ohio Environmental Protection Agency (OEPA) awarded GCRTA approximately \$2.7 million in grant funds from the Diesel Emission Reduction Grant (DERG) program. Funds will be used for the replacement of five model year 2014 diesel powered buses with five new model year 2025 Compressed Natural Gas (CNG) buses. This grant is in line with increasing investment in energy, enhancement in services and reduction of fuel emissions. NOACA awarded \$12 million in State Fiscal Year 2026-2029 TIP grant funds to GCRTA. Funds will be used for GCRTA's Rail Car Replacement Program. NOACA's total commitment to the RCRP has now increased from \$24.0 million to \$28.8 million.

Mayor Koomar asked for the timeline of the next purchase of railcars. Ms. Terry said as soon as the funds are drawn down which could be in the spring. Staff will come to the Board in February to revise the budget for the railcar program. Currently the budget is \$393 million. That number is expected to go up to \$450 million.

President's Report

The Board will hold a retreat February 27, 2025 at Corporate College East. Mayor Koomar and Ms. Terry met with officials at the Cleveland Clinic which could result in some additional routes. Board members were urged to turn in their Internal Audit forms.

Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, February 25, 2025** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Board page (www.RideRTA.com/board) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 10:01 a.m.

President

Attest: _____
Secretary-Treasurer

RESOLUTION NO. 2025-23

EXPRESSING APPRECIATION TO ANTHONY D. BIASIOTTA FOR HIS SERVICE AS A MEMBER OF THE BOARD OF TRUSTEES OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND EXTENDING BEST WISHES FOR MANY YEARS TO COME

WHEREAS, Anthony D. Biasiotta has served as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority ("GCRTA") for three (3) years, having been appointed by the Cuyahoga County Mayors and City Managers Association, for a term beginning in March 2022; and

WHEREAS, Anthony D. Biasiotta has been a faithful and dedicated Board Trustee during his tenure, serving on several committees and as the Chair of the Organizational, Services and Performance Monitoring Committee, and Chair of the Nominating Committee; and

WHEREAS, Anthony D. Biasiotta provided his keen insight and expertise as the Mayor of Seven Hills to the GCRTA Board of Trustees; and

WHEREAS, during his tenure as a member of the GCRTA Board of Trustees, Anthony D. Biasiotta was a strong advocate for public transit and demonstrated his unwavering commitment to local, regional and state collaboration in order to achieve the best possible outcomes for all; and

WHEREAS, Anthony D. Biasiotta has performed with great diligence, insight and passion in serving the citizens of Cuyahoga County.

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

Section 1. That the Board of Trustees hereby extends its sincere appreciation to Anthony D. Biasiotta for his dedicated service to GCRTA and his community.

Section 2. That the members of the Board of Trustees express their gratitude to Anthony D. Biasiotta for his diligence in the performance of his responsibilities to the residents of Cuyahoga County.

Section 3. That the Board of Trustees offers its best wishes to Anthony D. Biasiotta on his future endeavors.

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

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: HASTUS SOFTWARE MAINTENANCE AND SUPPORT VENDOR: GIRO, INC. AMOUNT: NOT TO EXCEED \$1,089,936.00 FOR A THREE-YEAR PERIOD	Resolution No.: 2025-24
	Date: February 20, 2025
	Initiator: Information Technology Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract with GIRO, Inc. ("GIRO") to provide continuing maintenance and support services for the Authority's dispatch, operator self-service, and scheduling software ("HASTUS") for a period of three years.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has an ongoing and recurring need for maintenance and support of its HASTUS software. The Authority relies on its HASTUS software to manage operator work performance, scheduling, daily work and payroll. The software was implemented in 2012. Due to the critical nature of this system, it must be able to function without significant downtime or delays. The maintenance and support agreement assures timely expert support to resolve any delay-threatening problems.
- 3.0 **PROCUREMENT BACKGROUND:** R.C. 306.43(H)(3) provides that competitive procedures are 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. GIRO is the original provider of the Authority's HASTUS software and developed the software on a proprietary basis, thereby making GIRO the only source for modifications, development and maintenance services for the software. The Authority has an ongoing need for a maintenance and support agreement in place for its HASTUS software.

The Procurement Department requested a proposal from GIRO on November 21, 2024. A proposal was received on December 3, 2024. GIRO offered to provide dispatch, operator self-service, and scheduling software maintenance and support services for the Authority's HASTUS software for a three-year period in amounts not to exceed \$345,737.00 for year one, \$363,024.00 for year two, and \$381,175.00 for year three, for a total contract amount not to exceed \$1,089,936.00. The Information Technology, Intelligent Transportation Systems and Procurement Departments reviewed the proposal for adherence to the technical requirements. The proposal submitted by GIRO is approximately 1% below the independent cost estimate of \$1,096,000.00, which was based on historical pricing.

A cost analysis has been performed, and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority.

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

- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This contract shall be payable through the General Fund, Information Technology Department budget, in an amount not to exceed \$1,089,936.00 for a three-year period.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would leave the Authority's HASTUS software application susceptible to potential downtime which could impact the Authority's ability to manage operator work performance, scheduling, daily work and payroll.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the February 4, 2025 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the offer from GIRO be accepted and the resolution adopted 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. 2025-24

AUTHORIZING CONTRACT NO. 2024-220 WITH GIRO, INC. TO PROVIDE HASTUS SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR A THREE-YEAR PERIOD IN A TOTAL AMOUNT NOT TO EXCEED \$1,089,936.00 (GENERAL FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

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

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

WHEREAS, the Authority has a recurring requirement to procure maintenance and support for its HASTUS software system; and

WHEREAS, GIRO has offered to provide continuing maintenance and support services for the Authority's HASTUS bid dispatch, operator self-service, and scheduling software applications; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive procedures are 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 offer from GIRO, located at 75 Port-Royal Street East, Suite 500, Montreal, QC H3L 3T1, Canada, to provide HASTUS software maintenance and support services for a three-year period in amounts not to exceed \$345,737.00 for year one, \$363,024.00 for year two, and \$381,175.00 for year three, for a total contract amount not to exceed \$1,089,936.00 was received on December 3, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from GIRO, to provide maintenance and support services for the Authority's HASTUS software applications for a three-period, 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 from GIRO to provide maintenance and support services for the Authority's HASTUS software applications for a three-year period 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 to provide maintenance and support services for the Authority's HASTUS software applications for a three-year period.

Section 3. That said contract will be funded through the General Fund, Information Technology Department budget, in a total contract amount not to exceed \$1,089,936.00 for a three-year period.

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 Authority's Board of Trustees expects that GIRO 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: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: GENFARE SUPPORT AGREEMENT VENDOR: GENFARE, LLC AMOUNT: NOT TO EXCEED \$61,425.00 FOR A PERIOD OF ONE YEAR WITH TWO, ONE-YEAR OPTIONS IN AMOUNTS NOT TO EXCEED \$63,268.00 AND \$65,166.00, RESPECTIVELY, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$189,859.00	Resolution No.: 2025-25
	Date: February 20, 2025
	Initiator: Management Information Services
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract with Genfare, LLC ("Genfare") to provide software support services for our fare collection equipment for a period of one year with two, one-year options.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority currently utilizes Genfare for both hardware and software related to fare collection throughout the transit network. The Authority could not enter into a maintenance agreement with Genfare until the system was upgraded. That upgrade has been completed. The Revenue Department learned that Genfare will be migrating its data storage to a cloud solution. Agencies with support agreements will receive this migration at no additional cost. Additionally, the Genfare support agreement brings priority customer service support/ticketing and should increase the responsiveness of Genfare. Revenue Department staff are currently managing any probing errors manually. This agreement will allow Genfare to assist with error handling.
- 3.0 **PROCUREMENT BACKGROUND:** R.C. 306.43(H)(3) provides that competitive procedures are 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. Genfare is the original provider of the Authority's fare collection boxes and developed the software on a proprietary basis. The Authority has an ongoing need to have its fare collection boxes' software serviced and maintained.

The Procurement Department requested a proposal from Genfare on November 25, 2024. Genfare offered to provide their gold tier support for the Authority's fareboxes for a period of one year in an amount not to exceed \$61,425.00 with two, one-year options in amounts not to exceed \$63,268.00 and \$65,166.00, respectively, for a total contract amount not to exceed \$189,859.00. The Management Information Services, Revenue, and Procurement Departments reviewed the proposal for adherence to the technical requirements. The proposal submitted by Genfare, as negotiated, is approximately 20% below the independent cost estimate of \$236,511.00.

A cost analysis has been performed, and the Procurement Department has determined that the negotiated price is fair and reasonable to the Authority.

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

- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This contract shall be payable through the General Fund, Management Information Services budget, in an amount not to exceed \$61,425.00 for a period of one year with two, one-year options in amounts not to exceed \$63,268.00 and \$65,166.00, respectively, for a total contract amount not to exceed \$189,859.00
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would leave the Authority's fare collection box's software supported with only legacy support, thereby slowing down maintenance and operations of our fare collection equipment.
- 8.0 **RECOMMENDATION:** It is recommended that the offer from Genfare be accepted and the resolution adopted 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. 2025-25

AUTHORIZING CONTRACT NO. 2024-179 WITH GENFARE, LLC TO PROVIDE FAREBOX COLLECTION SOFTWARE SUPPORT SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$61,425.00 WITH TWO, ONE-YEAR OPTIONS IN AMOUNTS NOT TO EXCEED \$63,268.00 AND \$65,166.00, RESPECTIVELY, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$189,859.00 (GENERAL FUND, MANAGEMENT INFORMATION SERVICES DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently utilizes Genfare, LLC ("Genfare") licensed proprietary products for its fare collection on all of the Authority's buses and trains; and

WHEREAS, the software on Genfare fareboxes is proprietary to Genfare, the original provider and installer of this software; and

WHEREAS, the Authority upgraded to the necessary data system in 2023, allowing the Authority to enter into a maintenance agreement with Genfare; and

WHEREAS, Genfare has offered to provide gold tier support for the Authority's farebox collection software; and

WHEREAS, R.C. 306.43(H)(3) provides that competitive procedures are 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 offer from Genfare, located at 800 Arthur Avenue, Elk Grove Village, IL 60007, to provide software support services for a period of one year in an amount not to exceed \$61,425.00 with two, one-year options in amounts not to exceed \$63,268.00 and \$65,166.00, respectively, for a total contract amount not to exceed \$189,859.00 was received; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer from Genfare, as negotiated, to provide software support services for the Authority's fare collection boxes for a period of one year with two, one-year options 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 from Genfare, as negotiated, to provide software support services for the Authority's fare collection boxes for a period of one year with two, one-year options be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Genfare, as negotiated, to provide software support services for the Authority's fare collection boxes for a period of one year with two, one-year options.

Section 3. That said contract will be funded through the General Fund, Management Information Services Department budget, in an amount not to exceed \$61,425.00 for one year with two, one-year options in amounts not to exceed \$63,268.00 and \$65,166.00, respectively, for a total contract amount not to exceed \$189,859.00.

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 Authority's Board of Trustees expects that Genfare 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: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: AUTHORIZING A CHANGE ORDER TO EXERCISE AN OPTION TO PURCHASE SIX (6) FIVE (5) DOOR 60-ft. ARTICULATED BRT COACHES VENDOR: NEW FLYER OF AMERICA, INC. AMOUNT: \$7,956,739.02	Resolution No.: 2025-26
	Date: February 20, 2025
	Initiator: Fleet Management Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

1.0 **PURPOSE/SCOPE:** This action will authorize a change order to allow the Greater Cleveland Regional Transit Authority ("Authority") to exercise an option for the procurement and delivery of up to six (6) of the remaining five (5) door 60-ft. articulated BRT coaches under Contract No. 2020-046, which was approved by the Board of Trustees on August 25, 2020 in Resolution No. 2020-061.

2.0 **DESCRIPTION/JUSTIFICATION:** To provide safe, reliable, and cost-effective services, coaches are replaced on a regular cycle. The Federal Transit Administration ("FTA") recommends replacement of transit buses at twelve years or 500,000 miles. The Authority intends to replace coaches that have exceeded their useful life in accordance with the Authority's vehicle replacement policy and guidelines.

3.0 **PROCUREMENT BACKGROUND:** On August 25, 2020, the Authority, through Resolution No. 2020-061, awarded Contract No. 2020-046 to New Flyer of America, Inc. for the manufacture and delivery of up to seven (7) five (5) door 60-ft. articulated BRT coaches, spare parts, tooling and training. The contract included an option to procure up to an additional twenty-one (21) articulated BRT coaches, spare parts, tooling and training over the five-year term of the contract. Resolution No. 2021-021 authorized Change Order No 2, exercising the purchase of up to nine (9) five (5) door 60-ft. articulated BRT coaches, leaving an option to purchase twelve (12) coaches remaining under the contract.

This resolution will authorize a change order to Contract No. 2020-046 for the manufacture and delivery of six (6) five (5) door 60-ft. articulated BRT coaches at a unit price of \$1,326,123.17, with a scheduled delivery starting date of third quarter 2025. The negotiated price is within the FTA suggested Producer Price Index (PPI) Best Practices Guidelines. There will be six (6) options still remaining under the Contract.

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

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

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

- 6.0 ECONOMIC IMPACT: This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to Capital Grants OH-2024-030-01 in the amount not to exceed \$3,684,402.50 and OH-2024-030-02 in the amount not to exceed \$4,272,336.52, in a total amount not to exceed \$7,956,739.02 (\$6,365,391.22 in federal funds which represents 80% of the total cost).
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would delay the ability of the Authority to purchase replacement coaches.
- 8.0 RECOMMENDATION: This contract option was discussed by the Board of Trustees at the February 4, 2025 Organizational, Services & Performance Monitoring Committee meeting. It is recommended that the negotiated offer from New Flyer of America, Inc. be accepted and the resolution adopted authorizing the General Manager, CEO to modify the contract.
- 9.0 ATTACHMENT: Change Order Log

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



General Manager, Chief Executive Officer

CHANGE ORDER LOG

CONTRACT NO. 2020-046

MANUFACTURE AND DELIVERY OF SEVEN (7) FIVE (5) DOOR 60-FT. ARTICULATED BRT COACHES, SPARE PARTS, TOOLING, AND TRAINING, WITH AN OPTION TO PROCURE UP TO TWENTY-ONE (21) ADDITIONAL COACHES EXCERCISED WITHIN FIVE YEARS OF CONTRACT SIGNATURE

Contract # 2020-046

Contractor: New Flyer of America, Inc.

Original Contract Amount \$7,154,341.63

Total G.M. Authority Remaining \$ 91,501.62

Total Change Order Amount to Date: \$8,648,336.52

ITEM NO.	NOTE	APPROVAL DATE	CHANGE ORDER	APPROVAL AUTHORITY	NEW CONTRACT AMOUNT
1		March 15, 2021	\$(78,472.03)	GM	\$7,075,869.60
2		March 23, 2021		BOARD	\$15,821,923.80
			\$8,746,054.20		
3		August 2, 2021	\$30,390.35	GM	\$15,852,314.15
4		October 20, 2021	\$(49,636.00)	GM	\$15,802,678.15
5			\$7,956,739.02	BOARD	\$23,759,417.17

NOTES/CHANGE ORDER DESCRIPTION:

CO # 1 Various additions and deletions to the final design of the 60' BRT. Some additions are revised graphic/paint scheme, floor heaters and masked windows. Some deletions are wheel covers, Luminator destination signs, interior bike rack and wheel guards.

CO # 2 Authorize funding for nine (9) five (5) door, sixty (60) ft. articulated BRT coaches.

CO # 3 Authorize funding for Side Impact Panels.

CO #4 Deletion of sway bar and removal top tip in window mask option.

CO #5 Authorize funding for six (6) five door, sixty (60) ft. articulated BRT coaches.

RESOLUTION NO. 2025-26

AUTHORIZING A CHANGE ORDER TO EXERCISE AN OPTION UNDER CONTRACT NO. 2020-046 WITH NEW FLYER OF AMERICA, INC. FOR THE PURCHASE AND DELIVERY OF SIX (6) FIVE (5) DOOR 60-FT. ARTICULATED BRT COACHES, AS SPECIFIED, FOR AN AMOUNT NOT TO EXCEED \$7,956,739.02 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") must replace revenue vehicles that have exceeded their useful life with similar fuel-efficient vehicles; and

WHEREAS, Resolution No. 2020-061 authorized Contract No. 2020-046 ("Contract") with New Flyer of America, Inc. ("New Flyer") for the manufacture and delivery of seven (7) five (5) door 60-ft. articulated BRT coaches, training, special tools and spare parts with an option to procure an additional twenty-one (21) five (5) door 60-ft. articulated BRT coaches, training, special tools and spare parts over the five year term of the contract; and

WHEREAS, Resolution No. 2021-021 authorized Change Order No. 2 with New Flyer exercising the option to purchase nine (9) additional five (5) door 60-ft. articulated BRT coaches; and

WHEREAS, pursuant to the original options under the Contract, New Flyer has offered to manufacture and deliver six (6) five (5) door 60-ft. articulated BRT coaches, as specified, for a total negotiated contract amount not to exceed \$7,956,739.02; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of New Flyer, as negotiated, to be advantageous to the Authority, cost and other factors considered, and recommends acceptance thereof by the Board of Trustees

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

Section 1. That the offer from New Flyer to provide six (6) five (5) door 60-ft. articulated BRT coaches be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a change order for the exercise of an option to Contract No. 2020-046 with New Flyer, for the purchase of six (6) five (5) door 60-ft. articulated BRT coaches, for a total change order amount not to exceed \$7,956,739.02.

Section 3. This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to, Capital Grants OH-2024-030-01 in the amount not to exceed \$3,684,402.50 and OH-2024-030-02 in the amount not to exceed \$4,272,336.52 in a total amount not to exceed \$7,956,739.02 (\$6,365,391.22 in federal funds which represent 80% of the total cost).

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

Section 5. That all terms and conditions of the original contract remain unchanged.

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

Adopted: February 25, 2025

President

Attest: _____
Secretary- Treasurer



TITLE/DESCRIPTION: CONTRACT: BROOKPARK YARD TRACKS IMPROVEMENTS VENDOR: RAILWORKS TRACK SERVICES, LLC AMOUNT: \$2,589,826.00	Resolution No.: 2025-27
	Date: February 20, 2025
	Initiator: Engineering & Project Development Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for Project 66C – Brookpark Yard Tracks Improvements.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority has the need to complete various improvements to the Brookpark yard tracks to receive the new railcars. This work includes, but is not limited to, track work, track surfacing and lining, installation of new rail, destressing rail, installation of insulated joints, and welding activities.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid was posted on the Authority's Procurement website and advertised in the local newspapers. Twelve (12) interested parties, including potential subcontractors, downloaded the solicitation package. Two (2) responsive bids were received and opened on December 19, 2024. The bids are as follows:

Company Name	Total Base Bid
RailWorks Track Services, LLC	\$2,589,826.00
Delta Railroad Construction, Inc.	\$3,312,181.00

The basis of award is the lowest responsive bid from a responsible bidder for the total base bid. RailWorks Track Services, LLC ("Railworks") was determined to be a responsible bidder. The total base bid price of \$2,589,826.00 from RailWorks is 41.14% below the project estimate of \$4,400,000.00.

A price analysis has been performed, and the bid from RailWorks has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 17% DBE goal was established for this procurement. Railworks has committed to achieving the DBE participation goal through the utilization of Cook Paving & Construction Co. (African American female-owned) in the amount of \$414,165.00 and William G. Moore & Sons, Inc. (Caucasian female-owned) in the amount of \$79,340.00, for a total contract \$493,605.00 or 19%.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 **ECONOMIC IMPACT:** This contract shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2024-011-307 in an amount not to exceed \$1,000,000.00 and Capital Grant OH-2024-011-337 in an amount not to exceed \$1,589,826.00, for a total contract amount not to exceed \$2,589,826.00 (\$2,071,860.80 in federal funds, which represents 80% of the total cost).
- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid will prevent the Authority from receiving the new railcars at the Brookpark Rail Shop.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the February 4, 2025 Operational Planning & Infrastructure Committee meeting. It is recommended that the bid from RailWorks be accepted and the resolution adopted 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. 2025-27

AUTHORIZING CONTRACT NO. 2024-195 WITH RAILWORKS TRACK SERVICES, LLC FOR BROOKPARK YARD TRACKS IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$2,589,826.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deems it necessary to make improvements to the Brookpark yard tracks; and

WHEREAS, the bid from RailWorks Track Services, LLC ("Railworks"), located at 2101 S Carpenter St, Suite 200, Chicago, Illinois 60608, was received on December 19, 2024 in an amount not to exceed \$2,589,826.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid from RailWorks to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the bid from RailWorks for the Brookpark Yard Tracks Improvements project 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 RailWorks for Brookpark Yard Tracks Improvements.

Section 3. This contract shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2024-011-307 in an amount not to exceed \$1,000,000.00 and Capital Grant OH-2024-011-337 in an amount not to exceed \$1,589,826.00, for a total contract amount not to exceed \$2,589,826.00 (\$2,071,860.80 in federal funds, which represents 80% of the total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, 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 RailWorks will attempt to exceed the 17% minimum DBE goal assigned to this procurement.

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

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: BROOKPARK RAIL SHOP MODIFICATIONS VENDOR: STANDARD CONTRACTING & ENGINEERING, INC. AMOUNT: \$2,893,100.00	Resolution No.: 2025-28
	Date: February 20, 2025
	Initiator: Engineering & Project Development Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for Project 66C2 – Brookpark Rail Shop Modifications.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority needs to complete various updates to the Brookpark Rail Shop to receive the new railcars. This work includes, but is not limited to, existing trolley crane system upgrades, modifications to the building for entry and occupancy of the facility via rail, concrete slab changes, mezzanine updates, and electrical system modifications.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid was posted on the Authority's Procurement website and advertised in the local newspapers. Nineteen (19) interested parties, including potential subcontractors, downloaded the solicitation package. Four (4) responsive bids were received and opened on January 17, 2025. The bids are as follows:

Company Name	Total Base Bid
Standard Contracting & Engineering, Inc.	\$2,893,100.00
The Ruhlin Company	\$3,199,000.00
SONA Construction, LLC	\$3,390,000.00
Town Center Construction, LLC	\$3,449,000.00

The basis of award is the lowest responsive bid from a responsible bidder for the total base bid. Standard Contracting & Engineering, Inc. was determined to be a responsible bidder. The total base bid price of \$2,893,100.00 from Standard Contracting & Engineering, Inc. is 14.91% below the project estimate of \$3,400,000.00.

A price analysis has been performed, and the bid from Standard Contracting & Engineering, Inc. has been determined by the Procurement Department to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** All Affirmative Action requirements have been met. A 19% DBE goal was established for this procurement. Standard Construction & Engineering, Inc. has committed to achieving DBE participation of \$141,750.00 or 4.9% utilizing Summit Painting (Caucasian female-owned) in the amount of \$19,700.00, IPS Rail (Caucasian female-owned) in the amount of \$142,425.00 x 60% = \$85,455.00, Qual-Air HVAC (Caucasian female-owned) in the amount of \$6,350.00, RAR Contracting (African American male-owned) in the amount of \$5,120.00, and RAR Contracting (African American male-owned) in the amount of \$41,875.00 x 60% = \$25,125.00. Pursuant to applicable federal regulations, the company additionally provided documentation sufficient to evidence good faith efforts had been made to meet the established DBE participation goal.

- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2024-011-337 in an amount not to exceed \$1,160,000.00 and local advance funds pending grant amendment to future FY2025 grants in an amount not to exceed \$1,733,100.00, for a total amount not to exceed \$2,893,100.00 (\$1,160,000.00 in federal funds, which represents 40% of the total cost).
- 7.0 ALTERNATIVES: Reject this bid. Rejection of this bid will negatively impact the commissioning of the new railcar fleet.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the February 4, 2025 Operational Planning & Infrastructure Committee meeting. It is recommended that the bid from Standard Contracting & Engineering, Inc. be accepted and the resolution adopted, 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. 2025-28

AUTHORIZING CONTRACT NO. 2024-205 WITH STANDARD CONTRACTING & ENGINEERING, INC. FOR BROOKPARK RAIL SHOP MODIFICATIONS IN AN AMOUNT NOT TO EXCEED \$2,893,100.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") deems it necessary to make improvements to the Brookpark Rail Shop; and

WHEREAS, the bid from Standard Contracting & Engineering, Inc., located at 6356 Eastland Road, Brook Park, Ohio 44142, was received on January 17, 2025 in an amount not to exceed \$2,893,100.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid from Standard Contracting & Engineering, Inc. to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the total base bid from Standard Contracting & Engineering, Inc. for the Brookpark Rail Shop Modifications project 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 Standard Contracting & Engineering, Inc. for Brookpark Rail Shop Modifications.

Section 3. This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to Capital Grant OH-2024-011-337 in an amount not to exceed \$1,160,000.00 and local advance funds pending grant amendment to future FY2025 grants in an amount not to exceed \$1,733,100.00, for a total amount not to exceed \$2,893,100.00 (\$1,160,000.00 in federal funds, which represents 40% of the total cost).

Section 4. That said contract shall be binding upon and an obligation of the Authority contingent upon compliance by the contractor to the specifications and addenda, 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 Standard Contracting & Engineering, Inc. will attempt to exceed the 19% minimum DBE goal assigned to this procurement.

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

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FURNISHING OF A WATERJET CUTTING MACHINE VENDOR: OMAX CORPORATION AMOUNT: \$174,084.00	Resolution No.: 2025-29
	Date: February 20, 2025
	Initiator: Fleet Management Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the furnishing of a waterjet cutting machine for the Central Bus Maintenance Facility.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority requires the furnishing of a waterjet cutting machine for fabrication and support during bus fleet repairs. This equipment will be utilized to cut and produce various parts, panels, signs, and more. By acquiring this machine, the Authority will be better equipped to effectively maintain its bus fleet and facilities.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid was posted on the Authority's Procurement website and advertised in the local newspapers. Fourteen (14) interested parties downloaded the solicitation package. Two (2) bids were received and opened on December 11, 2024, as follows:

Company Name	Total Base Bid
OMAX Corporation	\$174,084.00
Baldwin Services Group Limited Inc.	\$292,985.00

The bid from OMAX Corporation ("OMAX") has been determined by the Procurement Department to be the lowest responsive bid from a responsible bidder.

A price analysis has been performed, and the Procurement Department has determined the price to be fair and reasonable to the Authority. The bid price is approximately 14.89% below the budget estimate.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This contract shall be payable from the RTA Development Fund, Fleet Management Department budget, including but not limited to Capital Grants OH-2020-044-5307 and OH-2019-037-339 in a total amount not to exceed \$174,084.00 (\$139,267.20 in federal funds, which represents 80% of the total cost).

- 7.0 **ALTERNATIVES:** Reject this bid. Rejection of this bid would impact the Authority's ability to fabricate parts necessary to help maintain its bus fleet and facilities.
- 8.0 **RECOMMENDATION:** It is recommended that the bid from OMAX be accepted and the resolution adopted 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. 2025-29

AUTHORIZING CONTRACT NO. 2024-154 WITH OMAX CORPORATION FOR THE FURNISHING OF A WATERJET CUTTING MACHINE IN AN AMOUNT NOT TO EXCEED \$174,084.00 (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires the furnishing of a waterjet cutting machine for fabrication and support during repairs of its bus fleet; and

WHEREAS, the bid from OMAX Corporation ("OMAX"), located at 21409 72nd Ave., South, Kent, WA 98032, for the furnishing of a waterjet cutting machine was received on November 14, 2024 in an amount not to exceed \$174,084.00; and

WHEREAS, the Authority's General Manager, Chief Executive Officer deems the bid from OMAX to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the bid from OMAX for the furnishing of a waterjet cutting machine 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 OMAX for the furnishing of a waterjet cutting machine.

Section 3. This contract shall be payable from the RTA Development Fund, Fleet Management Department budget, including but not limited to Capital Grants OH-2020-044-5307 and OH-2019-037-5339 in a total amount not to exceed \$174,084.00 (\$139,267.20 in federal funds, which represents 80% of the total cost).

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

Section 5. That the Authority's Board of Trustees expects that OMAX 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: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROCUREMENT OF ULTRA LOW SULFUR DIESEL FUEL, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF THREE (3) YEARS		Resolution No.: 2025-30
VENDOR: PETROLEUM TRADERS CORPORATION		Date: February 20, 2025
AMOUNT: MINUS \$.0333/GALLON BELOW OPIS INDEX FOR YEAR ONE, MINUS \$.0308/GALLON BELOW OPIS INDEX FOR YEAR TWO, AND MINUS \$.0283/GALLON BELOW OPIS INDEX FOR YEAR 3		Initiator: Fleet Management Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____		

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the furnishing of ultra low sulfur diesel fuel ("ULSDF"), as specified and as required, for a period of three (3) years
- 2.0 **DESCRIPTION/JUSTIFICATION:** ULSDF is required to power the Authority's revenue vehicles, work equipment, trucks and generators.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid was posted on the Authority's Procurement web site and advertised in the local newspapers. Fourteen (14) interested parties downloaded the solicitation. Seven (7) responsive bids were received on January 15, 2025. The bid price reflects the cost of the Oil Price Information Index ("OPIS") average daily fuel cost billed on the day the fuel is ordered. The bid from Petroleum Traders Corporation has been determined by the Procurement Department to be fair and reasonable to the Authority

Estimated Usage 1,000,000 Gallons a Year			
SUPPLIER	Year 1 Contractor's Increment (+/-) OPIS Average	Year 2 Contractor's Increment (+/-) OPIS Average	Year 3 Contractor's Increment (+/-) OPIS Average
Petroleum Traders Corp.	\$ (-) .0333	\$ (-) .0308	\$ (-) .0283
RKA Petroleum	\$ (-) .0293	\$ (-) .0293	\$ (-) .0293
Campbell Oil Company	\$ (-) .0237	\$ (-) .0237	\$ (-) .0237
Sunoco, LLC	\$ (-) .0200	\$ (-) .0200	\$ (-) .0200
Tartan Oil	\$ (-) .0183	\$ (-) .0183	\$ (-) .0183
James River Solutions	\$ (-) .0050	\$ (-) .0050	\$ (-) .0050
Mansfield Oil Company	\$ (+) .0036	\$ (+) .0067	\$ (+) .0145

A price analysis has been performed, and the Procurement Department has determined the bid from Petroleum Traders Corporation for both the tanker load (5001 gallons or more) and less than tanker load (less than 5001 gallons) to be fair and reasonable to the Authority.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE participation goal was established for this procurement due to lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the General Fund, Fleet Management Department budget. The cost of the ULSDF will fluctuate daily depending on the OPIS index. The proposed budget for the base year delivery of ULSDF is forecasted at \$2.57 per gallon. The anticipated usage of ULSDF for the term of this contract is 3,000,000 gallons. The cost per gallon will be \$.0333 per gallon below the OPIS index for year one, \$.0308 per gallon below the OPIS index for year two, and \$.0283 per gallon below the OPIS index for year three.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this bid would significantly impact the Authority's ability to procure the ULSDF at pricing that is advantageous to the Authority.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the February 4, 2025 Organizational, Services & Performance Monitoring committee meeting. It is recommended that the offer from Petroleum Traders Corporation be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENT:** None

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


General Manager, Chief Executive Officer

RESOLUTION NO. 2025-30

AUTHORIZING CONTRACT NO. 2024-210 WITH PETROLEUM TRADERS CORPORATION FOR THE FURNISHING OF APPROXIMATELY 1,000,000 GALLONS OF ULTRA LOW SULFUR DIESEL FUEL, AS SPECIFIED AND AS REQUIRED, FOR EACH YEAR OF THE THREE YEARS CONTRACT TERM, AT A COST OF MINUS \$.0333 PER GALLON FOR YEAR ONE, MINUS \$.0308 PER GALLON BELOW THE OPIS INDEX FOR YEAR TWO, AND MINUS \$.0283 PER GALLON BELOW THE OPIS INDEX FOR YEAR THREE (GENERAL FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires the furnishing of ultra low sulfur diesel fuel ("ULSDF") for the Authority's revenue vehicles, work equipment, trucks and generators; and

WHEREAS, the Authority received a bid on January 15, 2025 from Petroleum Traders Corporation located at 7120 Pointe Inverness Way, Fort Wayne, Indiana 46804, for the furnishing of approximately 1,000,000 gallons of ULSDF, as specified and as required, for each of three years at a cost of minus \$.0333 per gallon below the Ohio Price Information Index ("OPIS") for year one, minus \$.0308 per gallon below the OPIS index for year two, and minus \$.0283 per gallon below the OPIS index for year three; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid from Petroleum Traders Corporation to be the lowest responsive bid from a responsible bidder and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the bid from Petroleum Traders Corporation for the furnishing of ULSDF, as specified and as required, for a period of three (3) years be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Petroleum Traders Corporation for the furnishing of approximately 1,000,000 gallons of ULSDF, as specified and as required, for each of three years at a cost of minus \$.0333 per gallon below the OPIS index for year one, minus \$.0308 per gallon below the OPIS index for year two, and minus \$.0283 per gallon below the OPIS index for year three.

Section 3. That said contract shall be payable from the General Fund, Fleet Management Department budget. The cost of the ULSDF will fluctuate daily depending on the OPIS index. The budget for the base year delivery of ULSDF is based on an estimated amount of \$2.57 per gallon. The anticipated usage of ULSDF for the term of this contract is 3,000,000 gallons. The cost per gallon will be \$.0333 per gallon below the OPIS index for year one, \$.0308 per gallon below the OPIS index for year two, and \$.0283 per gallon below the OPIS index for year three.

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, 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 Authority's Board of Trustees expects that Petroleum Traders 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: February 25, 2025

President

Attest: _____
Secretary- Treasurer



TITLE/DESCRIPTION: AMENDING RESOLUTION NO. 2024-075 TO REMOVE THE VENDOR NAME "SAM SCHWARTZ CONSULTING, LLC" AND REPLACE IT WITH "T.Y. LIN INTERNATIONAL"	Resolution No.: 2025-31
	Date: February 20, 2025
	Initiator: Procurement
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to amend Resolution No. 2024-075.
- 2.0 **DESCRIPTION/JUSTIFICATION:** On October 29, 2024, the Authority's Board of Trustees approved Resolution No. 2024-075, which authorized Contract No. 2024-096 with Sam Schwartz Consulting, LLC to provide a fleet electrification study in an amount not to exceed \$311,924.00. This action will amend that Resolution to change the vendor's legal name to T.Y. Lin International.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** Does not apply.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this amendment would prevent the Authority from entering into an agreement with a consultant to provide a fleet electrification study.
- 8.0 **RECOMMENDATION:** It is recommended that this amendment be accepted and the resolution adopted 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. 2025-31

AMENDING RESOLUTION NO. 2024-075 TO REMOVE THE VENDOR NAME
"SAM SCHWARTZ CONSULTING, LLC" AND REPLACE IT WITH "T.Y. LIN
INTERNATIONAL"

WHEREAS, the Board of Trustees adopted Resolution No. 2024-075 on October 29, 2024 authorizing the General Manager, Chief Executive Officer to enter into a contract with Sam Schwartz Consulting, LLC to provide a fleet electrification study in an amount not to exceed \$311,924.00; and

WHEREAS, after Resolution No. 2024-075 was adopted, the vendor changed its legal name to T.Y. Lin International; and

WHEREAS, prior to executing a contract, the vendor informed the Authority that it could no longer execute contracts under its former name of Sam Schwartz Consulting, LLC; and

WHEREAS, T.Y. Lin International has agreed to enter into an agreement for providing a fleet electrification study under the same terms and price as was adopted by Resolution No. 2024-075.

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

Section 1. That the vendor's name "Sam Schwartz Consulting, LLC" in Resolution No. 2024-075 is hereby removed and replaced with "T.Y. Lin International."

Section 2. That Resolution No. 2024-075 shall remain unchanged in all other respects.

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

Attachment: Resolution No. 2024-075

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer

ATTACHMENT

RESOLUTION NO. 2024-75

AUTHORIZING CONTRACT NO. 2024-096 WITH SAM SCHWARTZ CONSULTING, LLC FOR FLEET ELECTRIFICATION STUDY SERVICES IN AN AMOUNT NOT TO EXCEED \$311,924.00 (RTA DEVELOPMENT FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has taken steps to reduce emissions in its revenue and non-revenue fleet of vehicles by adopting new technology and transitioning to low emissions fuel sources; and

WHEREAS, the Authority currently has a need for an experienced consultant to provide fleet electrification transition planning services to assist the Authority in determining the feasibility of transitioning to a zero emissions fleet of vehicles; and

WHEREAS, the proposal of Sam Schwartz Consulting, LLC, located at 322 Eighth Avenue, 5th Floor, New York, New York, 10001 to provide fleet electrification study consulting services in an amount not to exceed \$311,924.00 was received on July 12, 2024; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Sam Schwartz Consulting, LLC, as negotiated, to provide fleet electrification study consultant study services, as negotiated, 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 Sam Schwartz Consulting, LLC to provide fleet electrification study consulting 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 Sam Schwartz Consulting, LLC to provide said services.

Section 3. That said contract will be funded through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to 100% local funds and Capital Grant OH-2024-030-03 in a total amount not to exceed \$311,924.00 (\$250,000.00 in federal funds, which represents 80% of total cost).

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

Section 5. That the Authority's Board of Trustees expects that Sam Schwartz Consulting, LLC will attempt to exceed the 0% DBE goal assigned to this procurement.

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

Adopted: October 29, 2024



President

Attest:



Secretary-Treasurer



TITLE/DESCRIPTION: APPROVING THE 2025 INTERNAL AUDIT PLAN	Resolution No.: 2025-32
	Date: February 20, 2025
	Initiator: Internal Audit
ACTION REQUEST: X Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will approve the Greater Cleveland Regional Transit Authority's ("Authority") 2025 Internal Audit Plan, as required by Article IX, Section 5 of the Bylaws of the Greater Cleveland Regional Transit Authority ("Bylaws") and Sections 262.07(a) and (d) of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book").
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Institute of Internal Auditors' ("IIA") International Professional Practices Framework ("IPPF"), Standard 2010: Planning, provides that, "[t]he chief audit executive must establish a risk-based plan to determine the priorities of the internal audit activity, consistent with the organization's goals." The IIA's interpretation of that standard states that, "[t]o develop the risk-based plan, the chief audit executive consults with senior management and the board and obtains an understanding of the organization's strategies, key business objectives, associated risks, and risk management processes. The chief audit executive must review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls."
- The internal audit plan is intended to ensure that internal audit coverage adequately examines areas with the greatest exposure to the key risks that could affect the Authority's ability to achieve its objectives. The preparation of the plan consists of a five-step process, including the identification of audit areas, establishment of risk-based audit priorities, allocation of resources, development of audit schedules, and formulation of the annual plan. Per the IPPF, Internal Audit considered feedback from the Board of Trustees, the General Manager, Chief Executive Officer, executive management and others. After Internal Audit met with the General Manager, Chief Executive Officer and each member of executive management to review their business objectives and organizational goals, Internal Audit aligned the plan with the Authority's Strategic Plan and Success Outcomes.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Adoption of the resolution will result in the Authority having a 2025 Internal Audit Plan approved in accordance with the Authority's Bylaws, Code Book and the IPPF's Planning standard.
- 6.0 **ECONOMIC IMPACT:** Does not apply.

- 7.0 ALTERNATIVES: Not adopting the resolution would leave the Authority without an approved Internal Audit Plan for 2025.
- 8.0 RECOMMENDATION: On February 18, 2025, the Audit, Safety Compliance and Real Estate Committee reviewed and discussed the 2025 Internal Audit Plan and referred it to the full Board. It is recommended that the resolution be adopted, approving the 2025 Internal Audit Plan.

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. 2025-32

APPROVING THE 2025 INTERNAL AUDIT PLAN

WHEREAS, the Board of Trustees has been granted the power and authority, pursuant to Chapter 306 of the Ohio Revised Code, to manage and conduct the affairs of the Greater Cleveland Regional Transit Authority ("Authority"); and

WHEREAS, Article IX, Section 5 of the Authority's Bylaws provides that the Board of Trustees shall review and approve the internal audit plan; and

WHEREAS, Section 262.07(a) of the Authority's Codified Rules and Regulations ("Code Book") requires the Executive Director of Internal Audit to submit, at least annually, to the General Manager, Chief Executive Officer, executive management and the Board of Trustees a risk-based internal audit plan for review and approval; and

WHEREAS, Section 262.07(d) of the Code Book requires the Executive Director of Internal Audit to communicate to the General Manager, Chief Executive Officer, executive management and the Board of Trustees any significant interim changes to the internal audit plan; and

WHEREAS, the Executive Director of Internal Audit prepared an audit plan for 2025, consulted with and considered feedback from the Board of Trustees, the General Manager, Chief Executive Officer and executive management, in accordance with the professional standards of the Institute of Internal Auditors; and

WHEREAS, the Executive Director of Internal Audit has submitted the 2025 Internal Audit Plan to the General Manager, Chief Executive Officer and executive management; and

WHEREAS, the Executive Director of Internal Audit hereby submits the 2025 Internal Audit Plan for approval 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 2025 Internal Audit Plan, which is substantially in the form of the attachment hereto, has been reviewed and approved, and the Executive Director of Internal Audit is hereby directed to inform the Board of Trustees, General Manager, Chief Executive Officer and executive management of any significant interim changes to the 2025 Internal Audit Plan.

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

Attachment: 2025 Internal Audit Plan

Adopted: February 28, 2025

President

Attest: _____
Secretary-Treasurer

Attachment 2025 Internal Audit Plan

Project	Budgeted Hours	Audit Theme
<u>Advisory Projects</u>		
Change Order Committee	40	Financial Health
Customer Information	80	Customer Experience
Data Analytics	40	Financial Health
Fraud Risk Assessment	80	Financial Health
FTA Pre-Triennial	100	Financial Health
Global Internal Audit Standards Implementation	80	Employee Investment
Insurance Application Support	40	Financial Health
Real Property Identification	40	Financial Health
<u>Internal Audits</u>		
Accident Review Committee Rating and Prioritization	80	Employee Investment
Accounts Payable	150	Financial Health
ADA Certification Process	160	Customer Experience
ADA Stop Announcements	150	Customer Experience
Bus Field Supervision Follow-up	40	Employee Investment
Capital Planning Funding Process Development	100	Financial Health
CSU U-Pass Closeout	40	Financial Health
Customer Communication - Service Interruptions Follow-Up	80	Customer Experience
Customer Complaints	150	Customer Experience
Electronic Funds Transfer Follow-up	40	Financial Health
Exit Interview Process	150	Employee Investment
Fare Capping	200	Customer Experience
Fare Collection	250	Financial Health
Federal Grant Funding Compliance Review	40	Financial Health
Fuel Expense - CNG and Propulsion	60	Financial Health
GCRTA Board Stipends and General Manager Salary	40	Financial Health
Healthcare Claims Expense	40	Financial Health
In-Service Vehicle Failures	100	Customer Experience
Miscellaneous Receipts Process	200	Financial Health
Nepotism Self-Disclosure File Audit	20	Employee Investment
On-Time Performance	150	Customer Experience
Operator Training Program	200	Employee Investment
Physical Inventory	200	Configuration Management
Power & Way - Asset & Configuration Management	250	Configuration Management
Predictive Maintenance Program	250	Configuration Management
PTASP - AP 016 Safety Review Policy and Procedures	80	Configuration Management
Purchasing Card Process	150	Financial Health
Student Operator Overtime	100	Employee Investment
Succession Planning	200	Employee Investment
Third-Party Risk Assessment	100	Financial Health
Transit Ambassadors	40	Customer Experience
Travel Reimbursement	150	Financial Health
Work Order Management	200	Configuration Management
Workers' Compensation and Claims Process	40	Financial Health

Attachment 2025 Internal Audit Plan

Project	Budgeted Hours	Audit Theme
<u>Railcar Replacement</u>		
Brookpark Maintenance Shop & Yard Construction	100	Community Impact
Buy America - Locomotive Replacement	60	Community Impact
Buy America - Owner Furnished Equipment	40	Community Impact
Buy America - Railcar Option	40	Community Impact
Railcar Infrastructure Modifications	80	Community Impact
Railcar Port Connection Construction	80	Community Impact
Railcar Replacement Contract - Siemens	150	Community Impact
<u>Information Technology Audits</u>		
Accrued Leave	200	IT Governance
Applicant Tracking System Implementation	100	Employee Investment
Artificial Intelligence Policy	40	IT Governance
Change and Patch Management	200	IT Governance
CISA External Dependencies Management Assessment	40	IT Governance
Consolidated Train Dispatch System Replacement	100	Community Impact
Cybersecurity	40	IT Governance
Disaster Recovery	120	IT Governance
Hastus Operator Performance Module	80	Employee Investment
IT Equipment Inventory	80	IT Governance
IT Governance	80	IT Governance
Maintenance Management System Upgrade	100	Configuration Management
Pass Upgrade/Mobility App	120	Community Impact
Role-Based Access Control	200	IT Governance
Salary Non-Exempt Compensatory Time	20	Financial Health
Third-Party System and Organization Controls (SOC)	80	IT Governance
Windows 11 Upgrade	40	IT Governance
<u>Continuous Audit</u>		
Continuous Audit Dashboard Development	250	Financial Health
Dependent Benefit Eligibility Script Development	100	Financial Health
Fuel Expense Script Development	130	Financial Health
Mobile Ticketing Script Development	500	Financial Health
Nepotism Script	50	Employee Investment
Paratransit Script	20	Financial Health
Payroll Script	50	Financial Health
Purchasing Script	50	Financial Health
Revenue Script	50	Financial Health
<u>External Audits</u>		
Financial Audit Support	40	Financial Health
FTA Project Management Oversight	40	Community Impact
System Security Plan	40	Financial Health

Attachment 2025 Internal Audit Plan

Project	Budgeted Hours	Audit Theme
<u>Contract Audits</u>		
12D Trunk Line Signal System Construction	100	Community Impact
52N East Portal Construction	100	Community Impact
60E E.120th Substation Construction	100	Community Impact
Buy America - Articulated Coach Replacement	40	Community Impact
Buy America - CNG Coach Replacement	80	Community Impact
Buy America - Paratransit Vehicle Replacement	40	Community Impact
Common Area Maintenance Expense Review	150	Financial Health
Landscaping Contracts	100	Community Impact
Special Requests & Emerging Issues	2000	

Success Outcomes and Audit Themes:

GCRTA management developed four success outcomes with performance metrics to achieve the long-term strategic vision and action plan to guide everyday decision-making.

- I. ***Customer Experience***
- II. ***Community Impact***
- III. ***Financial Health***
- IV. ***Employee Investment***

In addition to these four success outcomes, the Internal Audit Department identified two additional agency priorities and high-risk areas to guide our audit plan development.

- V. ***IT Governance***
- VI. ***Configuration Management***

These six topics represent the six audit themes we prioritized for our 2025 annual audit plan. Our plan is designed to support management to achieve the business objectives through risk-based assurance audits and advisory engagements.

“The chief audit executive must create an internal audit plan that supports the achievement of the organization’s objectives” – Global Internal Audit Standards – Section 9.4 Internal Audit Plan



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

TITLE/DESCRIPTION: AMENDING SECTION 222.05 OF THE CODIFIED RULES AND REGULATIONS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND AMENDING THE OPERATING PROCEDURES FOR THE CIVILIAN OVERSIGHT COMMITTEE	Resolution No.: 2025-33
	Date: February 20, 2025
	Initiator: Transit Police
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** This resolution will amend Section 222.05 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("GCRTA") to amend the rules of the Civilian Oversight Committee ("COC"). This resolution will also amend the Operating Procedures of the COC.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The COC is intended to give voice to the community and enhance transparency and accountability through an independent review and investigation of public complaints of misconduct against Transit Police Department employees. The COC began operation on January 1, 2024, and held eight meetings throughout the year. The present amendments reflect changes and adaptations made by the COC in its first year of operation.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** Adoption of these amendments will streamline the COC's operations.
- 6.0 **ECONOMIC IMPACT:** There is no economic impact from the proposed changes. Members of the COC receive unlimited transit privileges during their service. Members of the COC are compensated in the amount of one thousand eight hundred dollars (\$1,800.00), paid at a rate of one hundred fifty dollars (\$150.00) per month.
- 7.0 **ALTERNATIVES:** Not adopting this resolution which will cause the COC to retain its current policies and procedures.
- 8.0 **RECOMMENDATION:** This resolution was discussed at the February 4, 2025 meeting of the Committee of the Whole. It is recommended that this resolution be adopted.
- 9.0 **ATTACHMENTS:** A. Red-line of proposed amendments to Section 222.05 Civilian Oversight Committee
B. Red-line of proposed amendments to the COC Operating Procedures

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

A handwritten signature in blue ink, appearing to read "Julia R. [unclear]", is written over a horizontal line.
General Manager, Chief Executive Officer

Attachment A to Staff Summary

222.05 CIVILIAN OVERSIGHT COMMITTEE

(a) Operations.

(1) Name. The Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") hereby creates the Civilian Oversight Committee ("COC").

(2) Purpose. The purpose of the COC is to receive, review, investigate, and make recommendations for the resolution of public complaints filed against the Authority's Transit Police Department ("TP") employees.

(3) Officers. The COC shall elect a Chair and a Vice Chair.

(4) Meetings.

A. All meetings of the COC shall be held at the GCRTA Main Office Building unless otherwise designated in the notice of the meeting.

B. The COC shall hold regular meetings on the last Tuesday of every other month. The first regular COC meeting will be in January of each year. The COC may update the regular meeting schedule at its discretion.

B. The COC shall hold special meetings as it deems necessary. The Board and Authority staff shall have input in setting the COC meeting agendas.

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

D. Notice of COC meetings shall be provided in the same manner as notice is provided for Board meetings.

(5) Administrative support.

A. The Authority shall designate an Staff LiaisonExecutive Assistant to the COC to serve as the primary point of contact between the COC and other with the AuthorityGCRTA/TP personnel. COC members are not precluded from contacting other Authority staff or TP staff directly when appropriate.

i. The Executive AssistantStaff Liaison shall be responsible for communications to the COC, tracking attendance, maintaining a record of meetings, and channeling COC members' concerns to the Chief of Police, and all other administrative functions of the COC.

B. The Authority shall designate a Staff InvestigatorGCRTA/TP Liaison to the COC to serve as an independent investigator of all complaints assigned to the COC.

i. The GCRTA/TP Liaison shall handle all TP communications and relations with the COC.

ii. The ~~Staff Investigator~~GCRTA/TP Liaison shall be responsible for organizing complaints, conducting investigations, interviewing witnesses, collecting records, and any other investigatory responsibilities as assigned by the COC.

iii. The GCRTA/TP Liaison shall present complaints to the COC and conduct further investigations as directed by the COC~~The Staff Investigator shall only be entitled to access the records and personnel pertinent to the matter(s) being investigated.~~

iv. The GCRTA/TP Liaison shall handle all other substantive matters involving the COC.

C. The Board shall designate a Board Liaison to the COC to act as the point of communication between the COC and the Board.

(6) Investigations and Recommendations. The COC shall have the power to receive, review, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees. Recommendations shall be made to the Authority's Chief of Police.

(b) Membership.

(1) Composition of the COC.

A. The COC consists of seven (7) members who are representative of the diverse communities within Cuyahoga County, Ohio.

B. The Board shall appoint each member of the COC through the selection process outlined in subsection (3) of this section.

(2) Qualifications.

A. COC members shall have a general understanding of the Authority's services and its TP Department.

B. Members shall have the ability to remain objective and unbiased in order to represent the best interests of the public.

C. COC membership shall reflect the Authority's customer base and have diverse representation in regards to age, sex, race, color, religion, national origin, disability, genetic information, sexual orientation, military status, transit dependence, and geography. All COC members shall be 18 years old or older and a resident of Cuyahoga County.

D. COC members shall be outstanding members of the community and exhibit a strong moral code. All COC members should be free of any criminal history.

E. At least one (1) member of the COC shall be a resident of the City of Cleveland.

FE. At least one (1) member of the COC shall be a retired police officer with Ohio Peace Officer Training Academy experience. If there are no such applicants, then one (1) member position of the COC shall remain vacant until an applicant with this qualification can be appointed.

(3) Terms of Membership.

A. Terms of membership for COC members shall be for three (3) years, with the exception of an initial appointment or vacancy appointment as outlined in subsection (e) of this section.

B. COC members shall have a maximum term limit of three (3) consecutive terms. A break in service on the COC will reset this maximum term limit. ~~with a term limit per member of two (2) consecutive full 3-year terms.~~

i. The Board may waive any limitations on term limits at its discretion.

C. COC members interested in reappointment for an additional term shall notify the Board Liaison in writing by October 1st of the year when their term is set to expire. A member whose reappointment is accepted by the Board will continue serving as a COC member with their next full term beginning immediately after the expiration of their current term.

DB. Terms of membership for COC members shall be staggered so that no more than three (3) COC members' terms expire in any year.

EC. To ensure that the COC member terms will be staggered, two COC members' initial appointments shall be for one (1) year, two COC members' initial appointments shall be for two (2) years, and three COC members' initial appointments shall be for the full three (3) years.

F. Initial appointments and vacancy appointments of less than three (3) years will not count against a member's maximum allowable terms.

(c) Selection Process for New Members.

(1) All individuals interested in becoming a COC member shall submit an application.

(2) An ad hoc Screening Committee consisting of the Chief of Police, the Authority's General Manager, Chief Executive Officer, two or more staff members, and one or more Board Member(s) shall review the applications based on the criteria set out in subsection (b)(2) and refer a slate of candidates to the Board.

(3) Candidates referred to the Board will undergo a CJIS Background check.

(4) Candidates referred to the Board may be required to interview with an ad hoc Interview Committee comprised of Board members and subject matter experts.

(53) The Board shall appoint COC members and specify the effective dates of their appointments by resolution. Interim appointments may be made at other times throughout the year to fill vacancies.

(d) Removal. All members of the COC shall serve at the pleasure of the Board and shall be subject to removal by the Board at any time.

(e) Compensation. Members of the COC shall receive a stipend of \$1,8200 per year, paid at \$1590 per month.

(f) Operating Procedures. The Board shall adopt procedures for the operation of the COC. The COC may recommend to the Board amendments to the operating procedures, which are not in conflict with this Section 222.05 or any other provision of the Bylaws or Codified Rules and Regulations of the Authority. The operating procedures shall address the following topics:

- (1) Terms and responsibilities of officers;
- (2) Procedures for conducting meetings;
- (3) Attendance; and
- (4) Other matters pertinent to the COC's operations.



**Greater Cleveland
Regional Transit Authority**

CIVILIAN OVERSIGHT COMMITTEE

OPERATING PROCEDURES

CIVILIAN OVERSIGHT COMMITTEE

OPERATING PROCEDURES

A. PURPOSE OF THE CIVILIAN OVERSIGHT COMMITTEE

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

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

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

C. DEFINITIONS

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

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

D. ORGANIZATION

1. Composition of the COC

- a. The COC consists of seven (7) members who are representative of the diverse communities within Cuyahoga County, Ohio.
- b. The GCRTA Board of Trustees (“GCRTA Board”) shall appoint each member of the COC through the selection process outlined in subsection (3) of this section.

2. Qualifications of COC Members

- a. COC members shall have a general understanding of GCRTA services and its TP Department.
- b. Members should have the ability to remain objective and unbiased in order to represent the best interests of the public.
- c. COC membership should reflect GCRTA's customer base and have diverse representation regarding age, sex, race, color, religion, national origin, disability, genetic information, sexual orientation, military status, transit dependence, and geography. All COC members should be 18 years old or older and a resident of Cuyahoga County.
- d. COC members shall be outstanding members of the community and exhibit a strong moral code. All COC members should be free of any criminal history.
- d.e. At least one (1) members of the COC shall be a resident of the City of Cleveland.
- e.f. At least one (1) member of the COC shall be a retired police officer with Ohio Peace Officer Training Academy experience. If there are no such applicants, then one (1) member position of the COC shall remain vacant until an applicant with this qualification can be appointed.

3. Selection Process of New COC Members

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

4. Term of Membership

- a. Terms of membership for COC members shall be for three (3) years, with the exception of an initial appointment or vacancy appointment as outlined in subsection (e) of this section.
- b. COC members shall have a maximum term limit of three (3) consecutive terms. A break in service on the COC will reset this maximum term limit.
 - i. The GCRTA Board of Trustees may waive any limitations on term limits at its discretion.
- a.c. COC members interested in reappointment for an additional term shall notify the Board liaison in writing by October 1st of the year when their term is set to expire. A member whose reappointment is accepted by the GCRTA Board of Trustees will continue serving as a COC member with their next full term beginning immediately after the expiration of their current term.
- ~~b.d.~~ Terms of membership for COC members shall be staggered so that no more than three (3) COC members' terms expire in any year.
- e. To ensure that the COC member terms will be staggered, two COC members' initial appointments shall be for one (1) year, two COC members' initial appointments shall be for two (2) years, and three COC members' initial appointments shall be for the full three (3) years.
- ~~c.f.~~ Initial appointments and vacancy appointments of less than three (3) years will not count against a member's maximum allowable terms.

5. COC Officers

- a. The COC shall select one (1) member annually to serve as the Chair and one (1) member annually to serve as the Vice-Chair. The Chair and Vice-Chair shall be selected by a majority vote of all current COC members during the first meeting of each year. The terms of the Chair and Vice-Chair shall be one year and until their successors take office. The Chair and Vice-Chair shall serve no more than three (3) consecutive one (1) year terms. After serving three (3) consecutive one (1) year terms as Chair or Vice-Chair, a COC member may

not be elected to the same office of Chair or Vice-Chair for at least two (2) years.

b. Duties and Powers of the Chair

- i. The Chair shall preside over all meetings of the COC and shall have the right to vote on all questions.
- ii. The Chair shall ensure all policies, procedures, and laws pertaining to actions by the COC are faithfully followed.
- iii. The Chair shall act as the spokesperson in all matters pertaining to the COC.
- iv. The Chair shall sign any documents on behalf of the COC after approval by the majority vote of a quorum.
- v. The Chair shall perform such other duties and responsibilities as determined by the COC.

c. Duties and Powers of the Vice-Chair

- i. The Vice-Chair shall perform the duties and have the authority of the Chair during the absence or inability of the Chair to perform such duties and during any period while the office of Chair is vacant.
- ii. The Vice-Chair shall preside at all meetings of the COC when and while the Chair is vacant. When performing the duties and having the authority of the Chair, the Vice-Chair shall have all powers of the Chair.
- iii. The Vice-Chair shall perform such other duties and have such authority as the COC may from time to time provide.

d. Temporary Chair

- i. At any meeting at which both the Chair and the Vice-Chair are absent, the COC, by a majority vote of those present, may elect a member of the COC to serve as the temporary Chair for that meeting.

e. Removal

- i. All officers of the COC shall serve at the pleasure of the GCRTA Board and shall be subject to removal by the GCRTA Board at any time.
- ii. All officers of the COC may be removed from their officer position for any reason a COC member may be removed from membership as enumerated in subsection (6)(a)(ii) of this section.

6. Vacancies of the COC

a. Any of the following circumstances shall lead to a vacancy on the COC:

- i. Death or resignation of a COC member.
- ii. Removal of a COC member by the GCRTA Board. A COC member may be removed for having three, consecutive unexcused absences; for having unexcused absences from more than one-third of regular meetings of the COC over the course of the most recent twelve-month period; failing to attend and complete the training under subsection (7) of this section within six (6) months of the beginning of the COC member's term; violating any GCRTA/TP policies and/or procedures; violating any federal, state, or local criminal laws; for any other reason authorized by law; or any conduct unbecoming a representative of the public.

- b. COC members may continue to serve after the expiration of their terms if not replaced, at the invitation of the GCRTA Board.
- c. Vacancies that occur in the middle of a term shall be filled in the same manner as prescribed under subsection (3) of this section for the duration of the unexpired term.
- d. If a COC member desires to resign, the COC member shall notify the Chair and the [GCRTA Board Liaison](#) of the resignation in writing.

7. Orientation and Training

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

8. Attendance and Participation

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

9. Transit Privileges, Compensation, and Reimbursement for Expenses

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

10. COC Staff

- a. GCRTA/TP shall designate an Executive Assistant-Staff Liaison to the COC to serve as the primary point of contact between the COC and otherwith GCRTA/TP personnel. COC members are not precluded from contacting other GCRTA/TP staff directly when appropriate.
 - i. The Executive Assistant Staff Liaison shall be responsible for communications to the COC, tracking attendance, maintaining a record of meetings, and channeling COC members' concerns to the Chief of Police, and all other administrative functions of the COC.
- b. GCRTA/TP shall designate a GCRTA/TP LiaisonStaff Investigator to the COC to serve as an independent investigator of all complaints assigned to the COC.
 - i. The GCRTA/TP Liaison shall handle all TP communications and relations with the COC.
 - ~~ii.~~ The GCRTA/TP Liaison Staff Investigator shall be responsible for organizing complaints, conducting investigations, interviewing witnesses, collecting records, and any other investigatory responsibilities as assigned by the COC.
 - iii. The GCRTA/TP Liaison shall present complaints to the COC and conduct further investigations as directed by the COC. The Staff Investigator shall only be entitled to access the records and personnel pertinent to the matter(s) being investigated.
 - iv. The GCRTA/TP Liaison shall handle all other substantive matters involving the COC.
- c. The GCRTA Board of Trustees shall designate a Board Liaison to the COC to act as the point of communication between the COC and the Board.

11. Code of Ethics

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

E. CONDUCT OF MEETINGS

1. Quorum and Voting

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

2. Meetings Generally

- a. All meetings of the COC shall be held at the GCRTA Main Office Building unless otherwise designated in the notice of the meeting.
- ~~a.b.~~ The COC shall hold regular meetings on the last Tuesday of every other month. The first regular COC meeting will be in January of each year. The COC may update the regular meeting schedule at its discretion.
- ~~b.c.~~ The COC shall hold special meetings as it deems necessary. The GCRTA Board and GCRTA/TP staff shall have input in setting the COC meeting agendas.

~~c.d.~~ Notice of COC meetings shall be provided in the same manner as notice for the GCRTA Board.

3. Public Meetings

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

4. Rules of Procedure

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

5. Conduct of Meetings

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

F. AUTHORITY, JURISDICTION, DUTIES, AND RESPONSIBILITIES

1. The COC has the power to receive, review, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees.
2. The COC has jurisdiction over the following types of complaints of misconduct that are made against TP employees by a complainant:
 - a. Harassment complaints, including those alleging bias, discrimination, and profiling against members of the public;
 - b. Excessive force complaints;
 - c. Illegal search and seizure of person or vehicle, including traffic stops and other property;

- d. Service complaints, including insufficient service or a complete lack of service (i.e., failure to make police report, failure to respond to call for service);
 - e. Property complaints, including missing property and damaged property of a public person or people; and
 - f. Misconduct related to the receipt of a Uniform Traffic Ticket or Parking Infraction Notice if the Parking Infraction Notice was issued by TP employees.
3. Internal GCRTA employee complaints against TP employees and those determined to be Human Resources in nature shall not be heard by the COC and will be resolved by the GCRTA's/TP's internal complaint resolution process. The Chief of Police or their designee will be responsible for determining which complaints shall be reviewed by the COC and which shall be resolved by the GCRTA's/TP's internal complaint resolution processes.

G. FILING A COMPLAINT

- 1. Complainants can file a complaint with the COC via mail, email, calling, or in-person at the TP Main Office. Complainants are encouraged to use the COC Public Complaint Form that can be found on the TP's website or available at the GCRTA TP Department.
- 2. Any complaint received by a COC member shall be documented and forwarded to the Chief of Police and the TP Administrative Commander. The TP Administrative Commander shall order a review and investigation of the complaint in accordance with General Order 06.09, the Investigation of Employee Misconduct policy.
- ~~3. The COC shall notify GCRTA and the Chief of Police of the COC's receipt and acceptance of a complaint and direct the COC Staff Investigator to commence an investigation.~~
- ~~4.~~
- ~~5.3.~~ The ~~TP Administrative Commander~~GCRTA/TP Liaison or their designee shall notify the complainant that the complaint has been received.

H. HEARING AND REVIEW PROCEDURES

- 1. The ~~TP Administrative Commander~~GCRTA/TP Liaison or their designee shall ~~send~~ present the complaint and investigation materials to the COC ~~Staff Investigator~~ within ten (10) days after completion of the ~~Internal Affairs investigation~~internal investigation.
- ~~2. The COC shall review each case within ten (10) days after receipt of the complaint from the TP Administrative Commander. The COC will determine whether the COC will hear the complaint or defer the complaint to the Chief of Police without a recommendation.~~

~~3.~~

~~4.2.~~ If the COC determines to hear the complaint, the COC may direct the Staff Investigator to review the complaint and investigation materials after receipt from the GCRTA/TP Liaison or their designee. The COC may conduct further an investigation into the complaint and the COC may conduct hearings regarding the complaint. The COC must conclude any outstanding reviews, investigations, and hearings of a complaint within sixty (60) days of receipt of deciding to hear the complaint from the GCRTA/TP Liaison or their designee.

~~5.3.~~ The COC may request the complainant(s) be present to provide their testimony of what caused them to file the complaint.

~~6.4.~~ The COC may request the involved TP employee(s) be present to provide their testimony and explain their actions.

a. In accordance with *Garrity v. New Jersey*, 385 U.S. 493 (1967) (“Garrity Rights”), statements made by TP employees during COC administrative investigations may not be used in any subsequent criminal proceedings against that TP employee. In addition, based on *NLRB v. Weingarten*, 420 U.S. 251 (1975) (“Weingarten Rights”), TP employees will have the right to have union representation for any COC investigatory interview, which the employee reasonably believes may result in disciplinary action.

b. No employee of the FOP shall be compelled to make a statement, either oral or written, about a complaint until they have been advised of the complaint and the possible disciplinary action to be taken by the GCRTA if the complaint is sustained.

~~7.5.~~ The GCRTA/TP Liaison COC Staff Investigator may be called upon to provide any request for additional information to the COC for clarity.

~~8.6.~~ The COC may utilize subject matter experts for the purpose of providing knowledge and expertise on a matter under review.

~~9.7.~~ Upon the conclusion of the review and/or investigation of the a complaint, the COC shall vote on a recommended disposition(s) for adjudication of the complaint.

I. STANDARDS OF PROOF – DISPOSITIONS

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

J. STANDARDS FOR RECOMMENDATION REGARDING CORRECTIVE OR OTHER REMEDIAL ACTION

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

K. ADJUDICATION OF COMPLAINTS

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

L. RECOMMENDATION REGARDING CORRECTIVE OR OTHER REMEDIAL ACTIONS

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

M. RECOMMENDATION REGARDING COMMENDATIONS

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

N. FINAL SUMMARY

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

4. Within ten (10) days of the conclusion of the hearing under subsection (c) of this section or receipt of a Final Summary that does not involve a finding of “Sustained,” “Sustained in Part,” or “Sustained for a Violation not Based on Original Complaint” on one or more allegations, the Chief of Police shall notify the involved TP employee(s), the complainant, and the COC of the outcome, including the disposition of the allegations and the corrective or remedial action(s) imposed, if any.
5. If the Chief of Police departs from the COC’s recommendation, the Chief of Police shall provide a written explanation for the departure to the Chair of the COC.

O. RECORD REPOSITORY

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

P. OVERSIGHT AND RESPONSIBILITY

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

RESOLUTION NO. 2025-33

AMENDING SECTION 222.05 OF THE CODIFIED RULES AND REGULATIONS
OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND
AMENDING THE OPERATING PROCEDURES FOR THE CIVILIAN
OVERSIGHT COMMITTEE

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

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

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

WHEREAS, the COC receives, reviews, investigates, and makes recommendations for the resolution of public complaints regarding alleged misconduct by Transit Police Department employees; and

WHEREAS, the Authority has conducted a review and determined that Section 220.05 Civilian Oversight Committee should be amended to update certain provisions to align them with the Authority's current operations; and

WHEREAS, amendments to the COC Operating Procedures are ready for approval 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 Section 222.05 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority creating the Civilian Oversight Committee is hereby amended to read as specified in Attachment A hereto.

Section 2. That the Operating Procedures for the Civilian Oversight Committee attached hereto as Attachment B are hereby approved.

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. Section 222.05 Civilian Oversight Committee
B. Operating Procedures for the Civilian Oversight Committee

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer

Attachment A to Resolution

222.05 CIVILIAN OVERSIGHT COMMITTEE

(a) Operations.

(1) Name. The Board of Trustees ("Board") of the Greater Cleveland Regional Transit Authority ("Authority") hereby creates the Civilian Oversight Committee ("COC").

(2) Purpose. The purpose of the COC is to receive, review, investigate, and make recommendations for the resolution of public complaints filed against the Authority's Transit Police Department ("TP") employees.

(3) Officers. The COC shall elect a Chair and a Vice Chair.

(4) Meetings.

A. All meetings of the COC shall be held at the GCRTA Main Office Building unless otherwise designated in the notice of the meeting.

B. The COC shall hold regular meetings on the last Tuesday of every other month. The first regular COC meeting will be in January of each year. The COC may update the regular meeting schedule at its discretion.

B. The COC shall hold special meetings as it deems necessary. The Board and Authority staff shall have input in setting the COC meeting agendas.

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

D. Notice of COC meetings shall be provided in the same manner as notice is provided for Board meetings.

(5) Administrative support.

A. The Authority shall designate an Executive Assistant to the COC to serve as the primary point of contact between the COC and other GCRTA/TP personnel. COC members are not precluded from contacting other Authority staff or TP staff directly when appropriate.

i. The Executive Assistant shall be responsible for communications to the COC, tracking attendance, maintaining a record of meetings, channeling COC members' concerns to the Chief of Police, and all other administrative functions of the COC.

B. The Authority shall designate a GCRTA/TP Liaison to the COC to serve as an independent investigator of all complaints assigned to the COC.

- i. The GCRTA/TP Liaison shall handle all TP communications and relations with the COC.
- ii. The GCRTA/TP Liaison shall be responsible for organizing complaints, conducting investigations, interviewing witnesses, collecting records, and any other investigatory responsibilities as assigned by the COC.
- iii. The GCRTA/TP Liaison shall present complaints to the COC and conduct further investigations as directed by the COC.
- iv. The GCRTA/TP Liaison shall handle all other substantive matters involving the COC.

C. The Board shall designate a Board Liaison to the COC to act as the point of communication between the COC and the Board.

(6) Investigations and Recommendations. The COC shall have the power to receive, review, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees. Recommendations shall be made to the Authority's Chief of Police.

(b) Membership.

(1) Composition of the COC.

- A. The COC consists of seven (7) members who are representative of the diverse communities within Cuyahoga County, Ohio.
- B. The Board shall appoint each member of the COC through the selection process outlined in subsection (3) of this section.

(2) Qualifications.

- A. COC members shall have a general understanding of the Authority's services and its TP Department.
- B. Members shall have the ability to remain objective and unbiased in order to represent the best interests of the public.
- C. COC membership shall reflect the Authority's customer base and have diverse representation in regards to age, sex, race, color, religion, national origin, disability, genetic information, sexual orientation, military status, transit dependence, and geography. All COC members shall be 18 years old or older and a resident of Cuyahoga County.
- D. COC members shall be outstanding members of the community and exhibit a strong moral code. All COC members should be free of any criminal history.
- E. At least one (1) member of the COC shall be a resident of the City of Cleveland.

F. At least one (1) member of the COC shall be a retired police officer with Ohio Peace Officer Training Academy experience. If there are no such applicants, then one (1) member position of the COC shall remain vacant until an applicant with this qualification can be appointed.

(3) Terms of Membership.

A. Terms of membership for COC members shall be for three (3) years, with the exception of an initial appointment or vacancy appointment as outlined in subsection (e) of this section.

B. COC members shall have a maximum term limit of three (3) consecutive terms. A break in service on the COC will reset this maximum term limit.

i. The Board may waive any limitations on term limits at its discretion.

C. COC members interested in reappointment for an additional term shall notify the Board Liaison in writing by October 1st of the year when their term is set to expire. A member whose reappointment is accepted by the Board will continue serving as a COC member with their next full term beginning immediately after the expiration of their current term.

D. Terms of membership for COC members shall be staggered so that no more than three (3) COC members' terms expire in any year.

E. To ensure that the COC member terms will be staggered, two COC members' initial appointments shall be for one (1) year, two COC members' initial appointments shall be for two (2) years, and three COC members' initial appointments shall be for the full three (3) years.

F. Initial appointments and vacancy appointments of less than three (3) years will not count against a member's maximum allowable terms.

(c) Selection Process for New Members.

(1) All individuals interested in becoming a COC member shall submit an application.

(2) An ad hoc Screening Committee consisting of the Chief of Police, the Authority's General Manager, Chief Executive Officer, two or more staff members, and one or more Board Member(s) shall review the applications based on the criteria set out in subsection (b)(2) and refer a slate of candidates to the Board.

(3) Candidates referred to the Board will undergo a CJIS Background check.

(4) Candidates referred to the Board may be required to interview with an ad hoc Interview Committee comprised of Board members and subject matter experts.

(5) The Board shall appoint COC members and specify the effective dates of their appointments by resolution. Interim appointments may be made at other times throughout the year to fill vacancies.

(d) Removal. All members of the COC shall serve at the pleasure of the Board and shall be subject to removal by the Board at any time.

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

(f) Operating Procedures. The Board shall adopt procedures for the operation of the COC. The COC may recommend to the Board amendments to the operating procedures, which are not in conflict with this Section 222.05 or any other provision of the Bylaws or Codified Rules and Regulations of the Authority. The operating procedures shall address the following topics:

- (1) Terms and responsibilities of officers;
- (2) Procedures for conducting meetings;
- (3) Attendance; and
- (4) Other matters pertinent to the COC's operations.



**Greater Cleveland
Regional Transit Authority**

CIVILIAN OVERSIGHT COMMITTEE

OPERATING PROCEDURES

CIVILIAN OVERSIGHT COMMITTEE

OPERATING PROCEDURES

A. PURPOSE OF THE CIVILIAN OVERSIGHT COMMITTEE

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

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

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

C. DEFINITIONS

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

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

D. ORGANIZATION

1. Composition of the COC

- a. The COC consists of seven (7) members who are representative of the diverse communities within Cuyahoga County, Ohio.
- b. The GCRTA Board of Trustees (“GCRTA Board”) shall appoint each member of the COC through the selection process outlined in subsection (3) of this section.

2. Qualifications of COC Members

- a. COC members shall have a general understanding of GCRTA services and its TP Department.
- b. Members should have the ability to remain objective and unbiased in order to represent the best interests of the public.
- c. COC membership should reflect GCRTA's customer base and have diverse representation regarding age, sex, race, color, religion, national origin, disability, genetic information, sexual orientation, military status, transit dependence, and geography. All COC members should be 18 years old or older and a resident of Cuyahoga County.
- d. COC members shall be outstanding members of the community and exhibit a strong moral code. All COC members should be free of any criminal history.
- e. At least one (1) members of the COC shall be a resident of the City of Cleveland.
- f. At least one (1) member of the COC shall be a retired police officer with Ohio Peace Officer Training Academy experience. If there are no such applicants, then one (1) member position of the COC shall remain vacant until an applicant with this qualification can be appointed.

3. Selection Process of New COC Members

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

4. Term of Membership

- a. Terms of membership for COC members shall be for three (3) years, with the exception of an initial appointment or vacancy appointment as outlined in subsection (e) of this section.
- b. COC members shall have a maximum term limit of three (3) consecutive terms. A break in service on the COC will reset this maximum term limit.
 - i. The GCRTA Board of Trustees may waive any limitations on term limits at its discretion.
- c. COC members interested in reappointment for an additional term shall notify the Board liaison in writing by October 1st of the year when their term is set to expire. A member whose reappointment is accepted by the GCRTA Board of Trustees will continue serving as a COC member with their next full term beginning immediately after the expiration of their current term.
- d. Terms of membership for COC members shall be staggered so that no more than three (3) COC members' terms expire in any year.
- e. To ensure that the COC member terms will be staggered, two COC members' initial appointments shall be for one (1) year, two COC members' initial appointments shall be for two (2) years, and three COC members' initial appointments shall be for the full three (3) years.
- f. Initial appointments and vacancy appointments of less than three (3) years will not count against a member's maximum allowable terms.

5. COC Officers

- a. The COC shall select one (1) member annually to serve as the Chair and one (1) member annually to serve as the Vice-Chair. The Chair and Vice-Chair shall be selected by a majority vote of all current COC members during the first meeting of each year. The terms of the Chair and Vice-Chair shall be one year and until their successors take office. The Chair and Vice-Chair shall serve no more than three (3) consecutive one (1) year terms. After serving three (3) consecutive one (1) year terms as Chair or Vice-Chair, a COC member may

not be elected to the same office of Chair or Vice-Chair for at least two (2) years.

b. Duties and Powers of the Chair

- i. The Chair shall preside over all meetings of the COC and shall have the right to vote on all questions.
- ii. The Chair shall ensure all policies, procedures, and laws pertaining to actions by the COC are faithfully followed.
- iii. The Chair shall act as the spokesperson in all matters pertaining to the COC.
- iv. The Chair shall sign any documents on behalf of the COC after approval by the majority vote of a quorum.
- v. The Chair shall perform such other duties and responsibilities as determined by the COC.

c. Duties and Powers of the Vice-Chair

- i. The Vice-Chair shall perform the duties and have the authority of the Chair during the absence or inability of the Chair to perform such duties and during any period while the office of Chair is vacant.
- ii. The Vice-Chair shall preside at all meetings of the COC when and while the Chair is vacant. When performing the duties and having the authority of the Chair, the Vice-Chair shall have all powers of the Chair.
- iii. The Vice-Chair shall perform such other duties and have such authority as the COC may from time to time provide.

d. Temporary Chair

- i. At any meeting at which both the Chair and the Vice-Chair are absent, the COC, by a majority vote of those present, may elect a member of the COC to serve as the temporary Chair for that meeting.

e. Removal

- i. All officers of the COC shall serve at the pleasure of the GCRTA Board and shall be subject to removal by the GCRTA Board at any time.
- ii. All officers of the COC may be removed from their officer position for any reason a COC member may be removed from membership as enumerated in subsection (6)(a)(ii) of this section.

6. Vacancies of the COC

a. Any of the following circumstances shall lead to a vacancy on the COC:

- i. Death or resignation of a COC member.
- ii. Removal of a COC member by the GCRTA Board. A COC member may be removed for having three, consecutive unexcused absences; for having unexcused absences from more than one-third of regular meetings of the COC over the course of the most recent twelve-month period; failing to attend and complete the training under subsection (7) of this section within six (6) months of the beginning of the COC member's term; violating any GCRTA/TP policies and/or procedures; violating any federal, state, or local criminal laws; for any other reason authorized by law; or any conduct unbecoming a representative of the public.

- b. COC members may continue to serve after the expiration of their terms if not replaced, at the invitation of the GCRTA Board.
- c. Vacancies that occur in the middle of a term shall be filled in the same manner as prescribed under subsection (3) of this section for the duration of the unexpired term.
- d. If a COC member desires to resign, the COC member shall notify the Chair and the Board Liaison of the resignation in writing.

7. Orientation and Training

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

8. Attendance and Participation

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

9. Transit Privileges, Compensation, and Reimbursement for Expenses

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

10. COC Staff

- a. GCRTA/TP shall designate an Executive Assistant to the COC to serve as the primary point of contact between the COC and other GCRTA/TP personnel. COC members are not precluded from contacting other GCRTA/TP staff directly when appropriate.
 - i. The Executive Assistant shall be responsible for communications to the COC, tracking attendance, maintaining a record of meetings, channeling COC members' concerns to the Chief of Police, and all other administrative functions of the COC.
- b. GCRTA/TP shall designate a GCRTA/TP Liaison to the COC to serve as an independent investigator of all complaints assigned to the COC.
 - i. The GCRTA/TP Liaison shall handle all TP communications and relations with the COC.
 - ii. The GCRTA/TP Liaison shall be responsible for organizing complaints, conducting investigations, interviewing witnesses, collecting records, and any other investigatory responsibilities as assigned by the COC.
 - iii. The GCRTA/TP Liaison shall present complaints to the COC and conduct further investigations as directed by the COC.
 - iv. The GCRTA/TP Liaison shall handle all other substantive matters involving the COC.
- c. The GCRTA Board of Trustees shall designate a Board Liaison to the COC to act as the point of communication between the COC and the Board.

11. Code of Ethics

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

E. CONDUCT OF MEETINGS

1. Quorum and Voting

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

2. Meetings Generally

- a. All meetings of the COC shall be held at the GCRTA Main Office Building unless otherwise designated in the notice of the meeting.
- b. The COC shall hold regular meetings on the last Tuesday of every other month. The first regular COC meeting will be in January of each year. The COC may update the regular meeting schedule at its discretion.
- c. The COC shall hold special meetings as it deems necessary. The GCRTA Board and GCRTA/TP staff shall have input in setting the COC meeting agendas.
- d. Notice of COC meetings shall be provided in the same manner as notice for the GCRTA Board.

3. Public Meetings

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

4. Rules of Procedure

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

5. Conduct of Meetings

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

F. AUTHORITY, JURISDICTION, DUTIES, AND RESPONSIBILITIES

- 1. The COC has the power to receive, review, investigate, and make recommendations for the resolution of public complaints regarding alleged misconduct by TP employees.
- 2. The COC has jurisdiction over the following types of complaints of misconduct that are made against TP employees by a complainant:
 - a. Harassment complaints, including those alleging bias, discrimination, and profiling against members of the public;
 - b. Excessive force complaints;
 - c. Illegal search and seizure of person or vehicle, including traffic stops and other property;
 - d. Service complaints, including insufficient service or a complete lack of service (i.e., failure to make police report, failure to respond to call for service);
 - e. Property complaints, including missing property and damaged property of a public person or people; and

- f. Misconduct related to the receipt of a Uniform Traffic Ticket or Parking Infraction Notice if the Parking Infraction Notice was issued by TP employees.
3. Internal GCRTA employee complaints against TP employees and those determined to be Human Resources in nature shall not be heard by the COC and will be resolved by the GCRTA's/TP's internal complaint resolution process. The Chief of Police or their designee will be responsible for determining which complaints shall be reviewed by the COC and which shall be resolved by the GCRTA's/TP's internal complaint resolution processes.

G. FILING A COMPLAINT

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

H. HEARING AND REVIEW PROCEDURES

1. The GCRTA/TP Liaison or their designee shall present the complaint and investigation materials to the COC within ten (10) days after completion of the internal investigation.
2. The COC shall review the complaint and investigation materials after receipt from the GCRTA/TP Liaison or their designee. The COC may conduct further investigation into the complaint and the COC may conduct hearings regarding the complaint. The COC must conclude any outstanding reviews, investigations, and hearings of a complaint within sixty (60) days of receipt of the complaint from the GCRTA/TP Liaison or their designee.
3. The COC may request the complainant(s) be present to provide their testimony of what caused them to file the complaint.
4. The COC may request the involved TP employee(s) be present to provide their testimony and explain their actions.

- a. In accordance with *Garrity v. New Jersey*, 385 U.S. 493 (1967) (“Garrity Rights”), statements made by TP employees during COC administrative investigations may not be used in any subsequent criminal proceedings against that TP employee. In addition, based on *NLRB v. Weingarten*, 420 U.S. 251 (1975) (“Weingarten Rights”), TP employees will have the right to have union representation for any COC investigatory interview, which the employee reasonably believes may result in disciplinary action.
 - b. No employee of the FOP shall be compelled to make a statement, either oral or written, about a complaint until they have been advised of the complaint and the possible disciplinary action to be taken by the GCRTA if the complaint is sustained.
- 5. The GCRTA/TP Liaison may be called upon to provide any additional information to the COC for clarity.
- 6. The COC may utilize subject matter experts for the purpose of providing knowledge and expertise on a matter under review.
- 7. Upon the conclusion of the review and/or investigation of a complaint, the COC shall vote on a recommended disposition(s) for adjudication of the complaint.

I. STANDARDS OF PROOF – DISPOSITIONS

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

J. STANDARDS FOR RECOMMENDATION REGARDING CORRECTIVE OR OTHER REMEDIAL ACTION

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

- d. Is there substantial evidence to support the recommendation regarding corrective or other remedial action?
- e. Is the recommendation regarding corrective or other remedial action free from bias and discrimination?
- f. Is the degree of corrective or other remedial action reasonably related to the nature of the offense?

K. ADJUDICATION OF COMPLAINTS

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

L. RECOMMENDATION REGARDING CORRECTIVE OR OTHER REMEDIAL ACTIONS

1. Where the COC reaches an adjudication of "Sustained," "Sustained in Part," or "Violation not Based on Original Complaint" on one or more allegations, the COC shall deliberate on a recommendation regarding appropriate corrective or other remedial action.
2. Potential corrective and other remedial actions include re-training, coaching from a supervisor, first written reminder, second written reminder, decision making leave, termination, or other action that may be appropriate to address the violation.
3. To determine the recommended corrective and/or remedial action, the COC shall refer to the relevant GCRTA/TP policies addressing discipline, re-training, supervisory

intervention, or other remedial action for misconduct or deficient performance. The COC shall make recommendations consistent with, and not materially deviating from, GCRTA's positive discipline policy, any applicable collective bargaining agreements, and/or any other relevant GCRTA policies.

M. RECOMMENDATION REGARDING COMMENDATIONS

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

N. FINAL SUMMARY

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

O. RECORD REPOSITORY

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

P. OVERSIGHT AND RESPONSIBILITY

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



TITLE/DESCRIPTION: RE-APPOINTMENT OF DAVID MORRIS AND REBECCA WHARTON TO THE CIVILIAN OVERSIGHT COMMITTEE	Resolution No.: 2025-34
	Date: February 20, 2025
	Initiator: Board of Trustees
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 PURPOSE/SCOPE: This resolution will authorize the re-appointment of two members to the Civilian Oversight Committee ("COC") for a new three-year term.
- 2.0 DESCRIPTION/JUSTIFICATION: The COC is intended to give voice to the community and enhance transparency and accountability through an independent review and investigation of complaints of excessive use of force incidents and public complaints regarding GCRTA's Transit Police ("TP") employees. David Morris and Rebecca Wharton have been active and engaged members of the COC during the first year of the COC. Re-appointment of these two COC members will maintain full membership of the COC.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: Under Section 222.05(b)(1) of the Codified Rules and Regulations of the Authority ("Code Book"), the Board of Trustees shall maintain seven (7) members on the COC who are representative of the diverse communities within Cuyahoga County, Ohio.
- 6.0 ECONOMIC IMPACT: Members of the COC will receive unlimited transit privileges during their service. They will also be compensated in the amount of one thousand eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month. Compensation for COC members is paid from the Secretary/Treasurer – Board of Trustees department budget.
- 7.0 ALTERNATIVES: Not adopt this resolution. The COC will not have full membership.
- 8.0 RECOMMENDATION: The two candidates for re-appointment to the COC were reviewed and considered at the February 4, 2025 meeting of the Committee of the Whole. It is recommended that this resolution is passed re-appointing David Morris and Rebecca Wharton for a full three-year term to the COC.
- 9.0 ATTACHMENTS: None

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

A handwritten signature in blue ink, appearing to read "Julie L. [unclear]", is written over a horizontal line.
General Manager, Chief Executive Officer

RESOLUTION NO. 2025-34

RE-APPOINTMENT OF DAVID MORRIS AND REBECCA WHARTON TO THE
CIVILIAN OVERSIGHT COMMITTEE

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

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

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

WHEREAS, the COC receives, reviews, investigates, and makes recommendations for the resolution of public complaints regarding alleged misconduct by Transit Police Department employees; and

WHEREAS, in accordance with Section 222.05(e) of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book"), COC Members receive unlimited transit privileges during their service and will be compensated in the amount of one thousand, eight hundred dollars (\$1,800.00) per year, paid at a rate of one hundred fifty dollars (\$150.00) per month.

WHEREAS, under Section 222.05(b)(1) of the Code Book, the Board of Trustees is required to maintain seven (7) members on the COC; and

WHEREAS, the Committee of the Whole for the Board of Trustees reviewed and considered the following two members of the COC for re-appointment:

Morris, David: David has 20+ years of HR experience, with job duties and responsibilities including handling investigations of employee misconduct and citizen complaints. David is currently completing his doctorate in Law and Public Policy and working as an HR Consultant.

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

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

Section 1. That current COC Members David Morris and Rebecca Wharton shall be re-appointed as members to a new three-year term expiring December 31, 2027.

Section 2. That David Morris and Rebecca Wharton shall receive the compensation granted to COC Members in accordance to Section 222.05(e) of the Code Book, which shall be paid from the Secretary/Treasurer - Board of Trustees department budget.

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


Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer



To: Mayor Paul A. Koomar, President
and Members, Board of Trustees

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

Date: February 20, 2025

Subject: Renewal Lease Agreement with Downtown Cleveland, Inc. for a Dog Park at
Settler's Landing Station

The Programming & Planning Department is proposing a renewal lease agreement between the Greater Cleveland Regional Transit Authority (the "Authority") and Downtown Cleveland, Inc. ("DCI") (formerly Downtown Cleveland Alliance) for the continued operation and maintenance of a dog park on Authority property adjacent to the Settler's Landing Station on the Waterfront Line.

This is a five-year renewal lease at an amount of \$10.00 per year. The lease area is approximately 3,600 square feet and improved with fencing, gates, pervious surface material, benches and dog-friendly fixtures, all constructed and maintained at DCI's expense. DCI is responsible for any necessary capital improvements, maintenance and repair of the facility.

This property was acquired by appropriation for the purpose of constructing the Waterfront Line. The area leased to DCI is adjacent to the station and is a compatible use. DCI has operated this valuable community asset since 2014. DCI is a tenant in good standing and has met all its obligations under the current and prior leases.

Although the income from the rent is nominal, DCI will contribute to the maintenance and upkeep of the Settler's Landing Rapid Transit Station by virtue of its obligations to maintain the leased premises in a clean, safe and attractive manner.

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

IBT/JLR



TITLE/DESCRIPTION: RENEWAL LEASE AGREEMENT WITH DOWNTOWN CLEVELAND, INC., AS LESSEE, FOR A DOG PARK AT SETTLER'S LANDING LESSEE: DOWNTOWN CLEVELAND, INC. AMOUNT: NOMINAL RENT OF \$10.00 PER YEAR	Resolution No.: 2025-35
	Date: February 20, 2025
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	


- 1.0 **PURPOSE/SCOPE:** This resolution seeks approval of a renewal lease agreement between the Greater Cleveland Regional Transit Authority ("GCRTA") and Downtown Cleveland, Inc. ("DCI") (formerly Downtown Cleveland Alliance), an Ohio not-for-profit corporation, for the continued operation and maintenance of a Dog Park on Authority property adjacent to the Settler's Landing Station on the Waterfront Line. The Dog Park has been in existence and under lease to DCI since 2014.

This property was acquired by appropriation for the purpose of constructing the Waterfront Line. The area leased to DCI is adjacent to the station and is a compatible use. DCI has operated this valuable community asset since 2014. DCI is a tenant in good standing and has met all its obligations under the current and prior leases.

- 2.0 **DESCRIPTION/JUSTIFICATION:** This is a five-year renewal lease at an amount of \$10.00 per year. The lease area is approximately 3,600 square feet and improved with fencing, gates, pervious surface material, benches and dog-friendly fixtures, all constructed and maintained at DCI's expense. DCI is responsible for any necessary capital improvements, maintenance and repair of the facility.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The proposed continuation of this lease is consistent with the Real Estate Policies of the Authority.
- 6.0 **ECONOMIC IMPACT:** Although the income from the rent is nominal, DCI will contribute to the maintenance and upkeep of the Settler's Landing Rapid Transit Station by virtue of its obligations to maintain the leased premises in a clean, safe and attractive manner.
- 7.0 **ALTERNATIVES:** The Authority can decline approval of the lease agreement, and the current month-to-month lease may be terminated. Upon termination of the lease, DCI would be required to remove the improvements and restore the premises to its original condition.
- 8.0 **RECOMMENDATION:** Staff recommend approval of the proposed lease agreement.

9.0 ATTACHMENTS: Lease Agreement between The Greater Cleveland Regional Transit Authority and Downtown Cleveland, Inc.

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


General Manager, Chief Executive Officer

LEASE BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
DOWNTOWN CLEVELAND, INC.

This Lease is made and entered into as of this _____ day of _____ 2025 ("Effective Date"), by and between **Downtown Cleveland, Inc.**, an Ohio nonprofit corporation whose principal business office is located at 1010 Euclid Avenue, Suite 300, Cleveland, Ohio 44115 ("Lessee") and the **Greater Cleveland Regional Transit Authority**, a political subdivision organized under Ohio Revised Code Chapter 306, whose principal business office is located at 1240 West 6th Street, Cleveland, Ohio, 44113 ("Lessor").

1. On or about August 18, 2021, Lessor and Lessee's predecessor in interest entered into a lease agreement for the land adjacent to the Settler's Landing transit station, in the City of Cleveland, Cuyahoga County, Ohio. The term of that lease was for a period of (2) years, with one option to extend for one additional year beyond the July 31, 2023 termination date. Lessor and Lessee exercised that option as of August 1, 2023. Lessor and Lessee now wish to enter into a new lease agreement.
2. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the land adjacent to the Settler's Landing transit station, in the City of Cleveland, Cuyahoga County, Ohio, and identified on the document attached hereto and marked as **Exhibit "A"** ("Premises").
3. The term of the Lease shall be for a period of five (5) years, beginning on April 1, 2025 (the "Commencement Date") and terminating on March 30, 2030. Lessee shall have the option to terminate this Lease on each anniversary of the Commencement Date by sending written notice to Lessor at least 30 days prior to the anniversary date. Notwithstanding anything contained herein, Lessor reserves the right to cancel the Lease at any time and for any reason.
4. In consideration of said demise, Lessee shall pay to Lessor annual rent of Ten Dollars (\$10.00) payable in advance of the Commencement Date.
5. Lessee may use and occupy the land described in **Exhibit "A"** solely for the purpose of operating a temporary dog park ("Dog Park") on a non-profit basis. The Dog Park must be accessible to the general public. Lessor and Lessee agree this use does not create parkland but that the Dog Park is a temporary use of the land until such time as Lessor has another use for the land. The land described in **Exhibit "A"** shall not be used for any purpose other than permitted herein without the express written consent of the Lessor.
6. The Dog Park shall be fenced around the perimeter with a latching gated entrance, and shall provide seating for individuals using the park. The fence and all gates shall be maintained in a good state of repair at all times.
7. Lessor reserves the right to use (or grant to other parties the right to use) the air rights above the Premises and Lessee will have no right title or interest in the air rights above the Premises.

8. Lessee may not perform any work or make any improvements to the Premises without the prior written consent of Lessor.
9. Lessee shall be responsible for the maintenance of the Dog Park and shall maintain said Premises in a clean, safe, and attractive condition. Lessee shall keep and maintain the Premises and any fixtures, facilities, or equipment therein, in good condition and repair. Lessee shall be responsible for cleaning, repairing and remediating all portions of the Premises.
10. Neither the Premises nor any part thereof shall be sublet nor shall this Lease be assigned without the express consent, in writing, of the Lessor.
11. The relationship between the parties hereto is wholly that of Lessor and Lessee, and is not and never shall be deemed to be a partnership or joint venture.
12. To the fullest extent permitted by law and to the full extent of Lessee's intentional, reckless or negligent acts or omissions, the Lessee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Lessor and its officials, agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Lessee's breaches of this Lease, or wrongful, intentional, reckless or negligent acts or omissions arising out of or resulting from the subject matter of this Lease, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Lessee.

Nothing herein shall be construed as making Lessee liable for any claims, actions, judgments, costs, penalties, liabilities, damages or losses and expenses caused by the sole negligence and/or misconduct of Lessor. Lessee accepts the land described in **Exhibit "A"** in an "AS IS" condition without warranty by Lessor of any kind or nature, express or implied. Lessor shall not be liable (i) for any damage to Lessee's property located on the Premises, nor (ii) for any condition of the Premises whatsoever. To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

13. Insurance

- a. The Lessee shall obtain and maintain for the term of this Lease the following minimum insurance coverages. Such insurance shall protect the Lessee from claims which may arise out of or result from the Lessee's operations under this Lease and for which the Lessee may be legally liable, whether such operations be by the Lessee or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the Lessor: Approval of the insurance by the Lessor shall not relieve or decrease the liability of the Lessee hereunder and shall not affect the obligations of Lessee pursuant to paragraph 11 of this Lease. Lessor does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Lessee's interests or liabilities. In the event the Lessee neglects, refuses or fails to provide the insurance required under the contract documents, or if such insurance is cancelled for any reason, the Lessor shall have the right but not the duty to procure the same at Lessee's cost. Lessor reserves the right to request a copy of all policies and endorsements prescribed herein.

At its sole expense, Lessee shall obtain and maintain:

- i. **Commercial General Liability (CGL) Insurance** in the amount of \$1,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$1,000,000 annual aggregate.
 - ii. **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with Lessee's Work and use that is the subject of this Lease.
 - iii. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of the Lessee. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under subpart i above. In Ohio, a copy of a certificate of premium payment from the Industrial Commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly shall be sufficient proof of the coverages required by this subpart iii.
- b. General Requirements:
- i. The Lessee shall not have access to the Premises until it has obtained the required insurance and has received written approval of such insurance by the Lessor. ***Lessee shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***
 - ii. The certificate shall provide the following:
 - The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then in addition to the coverage requirements stated herein, Lessee shall:
 - (a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Effective Date of the Lease or any work beginning under this Lease.
 - (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
 - (c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Lease Effective Date, Lessee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
 - Name the Lessor as an additional insured for all CGL and BAL liability coverage for claims arising out of operations in conjunction with this Lease
 - Contain a waiver of subrogation in favor of the Lessor.
 - Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Lessor.
 - Contain a specific reference to this Lease.
 - Specify all deductibles & Self-Insured Retentions (SIR), as applicable.

- In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Lessor has received written notice of such change or cancellation from the Lessee. Such notice shall be mailed by certified mail, return receipt requested, to the Lessor's Property Manager.
 - An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Lessor. The Lessor shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.
- iii. Lessor will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies, to meet the minimum coverage requirements contained herein.
14. Lessee agrees that all maintenance activities permitted or required hereunder will be performed by its own employees or a contractor of Lessee. If any such activities are to be performed by other than employees of Lessee, then Lessee will so advise Lessor and Lessee's contractor(s) shall obtain and maintain insurance in the amounts specified above. Lessor shall be an additional named insured on such policies and evidence of said coverage must be presented to the Lessor before any work is permitted to begin.
15. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Lessee shall maintain and operate the Dog Park and the Premises in accordance with all laws of the State of Ohio and local ordinances.
16. Any notice concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth herein.
Address of Notice:
- Lessor: 1240 West 6th Street
Cleveland, Ohio 44113
Attn: Property Manager
- Lessee: 1010 Euclid Avenue, Suite 300
Cleveland, Ohio 44115
Attn: Michael Deemer
17. Lessee shall remove any and all fencing, fixtures, improvements and personal property from the Premises upon receipt of notice from Lessor or termination or cancellation of this Lease and return the Premises to its original condition or to a condition satisfactory to Lessor in its sole discretion.
18. This Lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this Lease shall not be binding upon either party, except to the extent it is incorporated into this Lease. Any modification of this Lease will be binding only if evidenced in writing and signed by both parties.
19. Each Exhibit referenced in, and attached to, this Lease is incorporated in this Lease by such reference as if fully rewritten in this Agreement.

20. Surrender and Holding Over. Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the term of this Lease or earlier termination for any reason. If Lessee remains in possession of the Premises after the expiration or earlier termination of this Lease, Lessee shall be a month-to-month tenant and be bound by the terms and provisions of this Lease. Lessee shall (with no additional notice required by Lessor) pay to Landlord monthly rent in the amount of Ten Dollars (\$10.00) per month, in advance, on the first day of each calendar month for any period during which Lessee shall hold the Premises after the Lease term shall expire or may have terminated. Monthly rent and Additional Rent (as hereinafter defined) shall be prorated on a per diem basis (based upon a thirty (30) day calendar month) for any partial month Lessee occupies the Premises during such holdover period.
21. Additional Rent. Any amounts to be paid by Lessee to Lessor pursuant to the provisions of this Lease or at law, whether such payments are periodic or recurring, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent.
22. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.
23. Electronic Signatures. The use of facsimile or PDF signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed.

[SIGNATURES ON FOLLOWING PAGE]

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

LESSOR: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113-1331

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

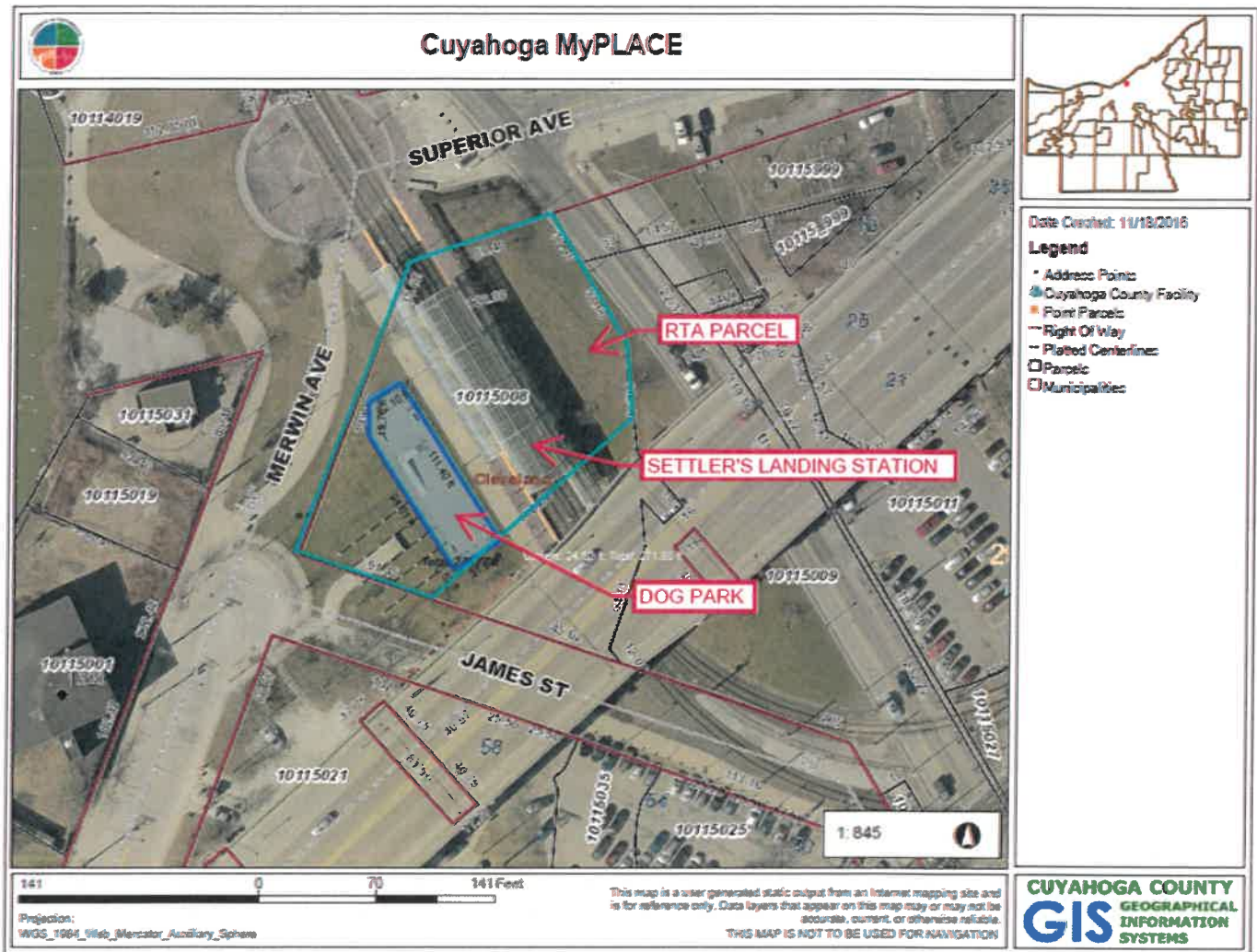
Approved as to Legal Form:

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

LESSEE: Downtown Cleveland, Inc.
1010 Euclid Avenue, Suite 300
Cleveland, Ohio 44115

By: _____
Michael Deemer
Interim President and CEO

EXHIBIT "A"
(THE PREMISES)



RESOLUTION NO. 2025-35

AUTHORIZING A RENEWAL LEASE AGREEMENT WITH DOWNTOWN
CLEVELAND, INC. FOR A DOG PARK AT SETTLER'S LANDING RAPID
TRANSIT STATION

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of a .62 acre parcel of land located at 1505 Merwin Avenue, Cleveland, Cuyahoga County, Ohio, which is known as permanent parcel number 101-15-008 (the "Property"); and

WHEREAS, the Property was acquired as part of the Waterfront Line and specifically consists of the Settler's Landing Station building, tracks, grounds and associated transit facilities; and

WHEREAS, a portion of the Property consisting of approximately 3,600 square feet adjacent to the Settler's Landing Rapid Transit Station building has been leased to Downtown Cleveland, Inc. (formerly Downtown Cleveland Alliance) ("DCI") since 2014 under a series of lease agreements for use as a dog park constructed, operated and maintained by DCI (the "Dog Park"); and

WHEREAS, DCI is currently leasing the Dog Park premises on a month-to-month basis under a two-year lease with a one-year option that expired on July 31, 2024; and

WHEREAS, DCI has expressed its interest in extending the lease for a period of up to five years on the same terms, conditions and rent of \$10.00 per year; and

WHEREAS, the Federal Transit Administration ("FTA") Circular 5010.1F and applicable federal regulations authorize the incidental use of Authority real property including no-income uses that benefit transit as a whole; and

WHEREAS, DCI intends to continue to operate and maintain the Dog Park on the Property, agrees to perform all necessary maintenance and capital improvements on the Premises, and agrees to maintain the Dog Park in a clean, safe and attractive condition; and

WHEREAS, this public amenity is determined to be an appropriate use for the site as it is contiguous with the existing Settler's Landing Park and other public areas, and it is a general benefit to the Authority; and

WHEREAS, the Authority intends to offer DCI, as a tenant in good standing, a renewal lease for the Dog Park for a term of five years at \$10.00 per year, and the Authority will reserve the right to cancel the lease at any time and for any reason.

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

Section 1. That the General Manager, Chief Executive Officer is hereby authorized to execute a lease agreement with DCI for a term of five years at \$10.00 per year for an approximate 3,600 sq. ft. portion of the Property located at 1505 Merwin Avenue, Cleveland, Cuyahoga County, Ohio, which is known as permanent parcel number 101-15-008, for use as a Dog Park.

Section 2. That the annual rental of \$10.00 plus DCI's agreement to perform all necessary capital improvements and to maintain the Dog Park in a clean, safe and attractive condition, as well as enhancing the rider experience for the Authority's customers accessing the Settler's Landing Station, represents fair consideration for the lease and benefits transit as a whole.

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

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: LANDSCAPE MAINTENANCE AND PARKING LOT SNOW REMOVAL FOR ONE YEAR VENDOR: CITY OF SHAKER HEIGHTS AMOUNT: NOT TO EXCEED \$320,064.55	Resolution No.: 2025-36
	Date: February 20, 2025
	Initiator: Programming & Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval Review/Comment Information Only Other _____	

- 1.0 **PURPOSE/SCOPE:** To renew an existing agreement with the City of Shaker Heights ("City") to perform landscape maintenance on the Greater Cleveland Regional Transit Authority's ("Authority") right-of-way along the Blue and Green Lines and to remove snow from the Authority's rail station parking lots within the City.
- 2.0 **DESCRIPTION/JUSTIFICATION:** In 1975, the Authority and the City entered into a Mass Transit System Transfer Agreement by which the Authority acquired the Shaker Heights Rapid Transit System, including the rights-of-way. In a series of subsequent agreements, the City agreed to perform landscape maintenance and snow removal services, and the Authority agreed to compensate the City for its labor and material costs pursuant to a fixed schedule of services.
- 3.0 **PROCUREMENT BACKGROUND:** Ohio Revised Code Section 306.43(H)(4) permits a regional transit authority to enter into agreements for goods and services with another political subdivision of the State of Ohio without competitive procedures. The initial agreement was entered into on November 23, 1982 and has been amended periodically to specify the parties' respective responsibilities. The most recent agreement was for the period January 1, 2024 through December 31, 2024.

The parties have negotiated a one-year agreement, from January 1, 2025 through December 31, 2025, in an amount not to exceed \$282,169.68 which will be paid in equal monthly installments upon presentation of invoices from the City.

In addition, there may be additional services for planting replacement landscaping at several locations that will be impacted by the Authority's Shaker Boulevard Shelter project. If such services are rendered in 2025, the City will render a separate invoice for such services in an amount not to exceed \$37,894.87, which is the agreed-upon compensation for the services and includes a contingency amount for the City's new labor rates that will take effect in 2025.

The total compensation under this agreement is an amount not to exceed \$320,064.55.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or establish DBE participation goals on governmental contracts or interagency agreements.
- 5.0 **POLICY IMPACT:** This action is consistent with the requirements of the Mass Transit System Transfer Agreement between the Authority and the City.

- 6.0 **ECONOMIC IMPACT:** The landscaping maintenance and snow removal services under this agreement will be funded through the General Fund, Programming & Planning Department budget, in an amount not to exceed \$282,169.68; and the planting of replacement landscaping in conjunction with the Authority's Shaker Boulevard Shelter Project will be funded through the RTA Development Fund, Programming and Planning department budget, including but not limited to, Capital Grant OH-2024-03-001 in an amount not to exceed \$37,894.87 (\$30,315.89 in federal funds, which represents 80% of the total cost).
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this agreement would result in a breach of the Mass Transit System Transfer Agreement.
- 8.0 **RECOMMENDATION:** This matter was discussed at the February 4, 2025 Organizational, Services and Performance Monitoring Committee meeting and recommended for consideration by the full Board of Trustees. It is recommended that this resolution be adopted.
- 9.0 **ATTACHMENTS:** Proposed Agreement between the Greater Cleveland Regional Transit Authority and the City of Shaker Heights Pertaining to Maintenance of Grounds Adjoining Rail Rights-of-Way, 2025.

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



General Manager, Chief Executive Officer

**AGREEMENT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
THE CITY OF SHAKER HEIGHTS
PERTAINING TO MAINTENANCE OF GROUNDS ADJOINING
RAIL RIGHTS-OF-WAY
2025**

THIS AGREEMENT is entered into as of this ____ day of _____, 2025, by and between the **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio, whose principal business offices are located at 1240 West 6th Street, Cleveland, Ohio (hereinafter called "RTA" and/or "OWNER"), pursuant to the authority of Resolution No. _____, adopted on _____, which Resolution is attached hereto as **Exhibit G** and incorporated herein, and the **City of Shaker Heights, Ohio**, whose principal offices are located at 3400 Lee Road, Shaker Heights, Ohio (hereinafter called "CITY" and/or "CONTRACTOR"), pursuant to the authority of Ordinance No. _____, enacted by the Council of the City of Shaker Heights on _____, which Ordinance is attached hereto as **Exhibit H** and incorporated herein.

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

WHEREAS, in the transfer of real property to RTA and the addendum of November 23, 1982, agreements were made relating to maintenance of grounds adjoining rail in the right-of way (including snow removal and de-icing), of as much of the lands conveyed as are situated within the City of Shaker Heights, Ohio; and

WHEREAS, the system transfer agreement requires RTA to reimburse CITY for its costs attributed to maintenance performed within the RTA easement areas; and

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

WHEREAS, the CITY and RTA wish to enter into a new agreement and understanding with regard to the maintenance services to be performed, and include a one-time installation of landscaping at several locations pursuant to RTA's shelter and station improvement plan, which may occur in 2025, and the costs to be reimbursed for the period January 1, 2025, through December 31, 2025.

NOW, THEREFORE, it is mutually agreed that:

1. Scope of the Work.
 - a. The CITY agrees to perform, as an independent contractor, maintenance services on RTA grounds within the City of Shaker Heights, Ohio, during calendar year 2025. The term "maintenance" includes without limitation, mowing, weeding, fertilizing, pruning, disease and insect control, clean-up and litter removal, syringing, mulching, winter protection, tree wrapping, snow removal service, tree guy line services, and defoliating of the landscaping planted on the grounds. The term "maintenance" shall not include:
 - (i) capital improvements to the rapid transit system, including the stations located in the City of Shaker Heights;
 - (ii) repairs to or maintenance of areas under construction or areas where construction has not been completed; or
 - (iii) replanting of landscaping which is removed from the grounds without the prior consent of the CITY and RTA. A more particularized scope of maintenance services is set forth at

"Maintenance Schedule of Work" and "Landscape Maintenance Specifications," attached hereto and incorporated herein as **Exhibits A and B**, respectively, as well as in **Exhibit D**.

- b. The CITY will provide maintenance for the new plantings at the Shaker Boulevard stations improvements if completed in 2025.
- c. The CITY agrees not to seek compensation from RTA, and RTA reserves the right to seek contribution from the CITY, for damages, claims, fees, payments, costs, and liabilities arising from any negligent act or omission by the CITY in connection with its performance of the above-described maintenance services. RTA agrees not to seek compensation from the CITY, and the CITY reserves the right to seek contribution from RTA, for any damages, claims, fees, payments, costs and liabilities arising from RTA's negligent acts or omissions.
- d. The CITY further agrees not to seek compensation from RTA for claims and payments made under workers' compensation laws brought by employees of or under the control or direction of the CITY, and arising from the CITY's performance of the above-described maintenance services. This paragraph shall not affect any claim or payment made under workers' compensation laws brought by employees of RTA.

2. CITY's Risk.

The CITY agrees that the work shall in every respect remain the risk of the CITY, except as to damages or injuries caused by RTA or RTA's agents or employees.

3. Payments.

- a. RTA shall pay the CITY its costs attributable to the satisfactory performance of maintenance services. The parties agree that these costs shall be fixed for calendar year 2025 of the contract term at 4% above the rates set forth on the first page of **Exhibit D**, which Exhibit is attached hereto and incorporated herein, for a total amount not to exceed \$282,169.68. RTA shall pay the annual cost in twelve (12) monthly installments against invoices presented by CITY. Invoices shall be presented by the fifteenth (15th) day of the month, and are payable fifteen (15) days thereafter, generally on the first day of the next succeeding month.
- b. The CITY will submit an invoice for plantings/services for the Shaker Boulevard stations improvements if completed in 2025 at the scheduled cost set forth on the second page of **Exhibit D**.

4. Late Payments.

Late payments will accrue no interest.

5. Administration.

RTA and the CITY shall each designate one person to whom any questions or clarification as to the scope of work set forth in Section 1 of this Agreement, or the scheduling thereof, may be addressed.

6. The Term.

This Agreement is for calendar year 2025, commencing **January 1, 2025**, and ending **December 31, 2025**.

7. Continuing Intent.

It is the intent of the parties that their Agreement, relevant to the within subject matter, entered into on the 23rd day of November 1982, and attached hereto and incorporated herein as **Exhibit E**, continue in full force and effect, except as modified by this Agreement and the Addendum to Agreement dated February 23, 2001, attached hereto and incorporated herein as **Exhibit F**. In the event of a conflict between the 1982 or 2001 Agreements and this Agreement, the provisions of

this Agreement shall control.

8. Amendment/Modification.

This Agreement shall not be amended, modified and/or changed, except by written modification signed by both parties hereto pursuant to change procedures at **Exhibit C** - "Landscape Repairs and Replacements/Extra Work," which Exhibit is attached hereto and incorporated herein.

9. Right of Inspection and Audit.

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

[SIGNATURES ON FOLLOWING PAGE]

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

**GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**

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

Date: _____

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

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

CITY OF SHAKER HEIGHTS

By: _____
David E. Weiss, Mayor

Date: _____

By: _____
John Potts, Director of Finance

Date: _____

Approved as to legal form:

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

Date: _____

cont24/pw/1209RTAMaintenanceAgreement2025

MAINTENANCE
SCHEDULE OF WORK

I. PURPOSE

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

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

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

II. SCOPE OF WORK

A. TREE AND SHRUB MAINTENANCE

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

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

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

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

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

B. LAND MAINTENANCE

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

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

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

C. ICE AND SNOW CONTROL

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

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

LANDSCAPE MAINTENANCE SPECIFICATIONS

PART I - GENERAL:

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF WORK:

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

1.03 QUALITY ASSURANCE:

A. Qualifications:

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

B. Requirements of Regulatory Agencies:

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

1.04 DELIVERY, STORAGE AND HANDLING:

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

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

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

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

1.05 JOB CONDITIONS:

A. Inspection:

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

B. Planting Season:

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

Maintenance Operations
Deciduous Trees and Shrubs
Evergreen Trees
Grass Seed

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

PART II - EXECUTION:

2.01 GENERAL:

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

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

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

2.02 BARRICADES:

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

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

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

2.03 SCOPE OF WORK:

See Maintenance Schedule of Work (Exhibit A).

LANDSCAPE REPAIRS AND REPLACEMENTS/EXTRA WORK

1.01 SCOPE OF WORK:

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

PLANTING TREES, SHRUBS AND GROUND COVER PLANTS:

2.01 SEASON:

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

Note:

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

2.02 PRELIMINARY ACCEPTANCE:

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

2.03 GUARANTEE:

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

2.04 REPLACEMENT OF PLANT MATERIAL:

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

EXTRA WORK AND COMPENSATION FOR EXTRA WORK:

2.05 EXTRA WORK:

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

2.06 REPLACEMENT OF MATERIALS:

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

2.07 COMPENSATION FOR EXTRA WORK:

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

EXHIBIT D (1 OF 2)

2025 RTA Maintenance Schedule

	Freq.	Labor Hrs.	Labor Cost	Equip. Cost	Material Cost	Total Cost
Tree and Shrub Maintenance						
Chip/Mulch (Shaker)	1 /YR	480	\$15,841.00	\$4,511.00	\$2,396.00	\$22,748.00
Chip/Mulch (Van Aken)	1 /YR	200	\$7,920.00	\$2,255.00	\$2,396.00	\$12,571.00
Trim Trees (Shaker)	1 /YR	240	\$10,247.00	\$1,932.00		\$12,179.00
Trim Trees (Van Aken)	1 /YR	90	\$3,021.00	\$1,287.00		\$4,308.00
Trim Shrubs (Shaker)	1 /YR	40	\$864.00	\$644.00		\$1,508.00
Trim Shrubs (Van Aken)	1 /YR	120	\$2,593.00	\$1,932.00		\$4,525.00
Weeding Beds (Shaker)	AS NEEDED	225	\$7,895.00	\$4,834.00		\$12,729.00
Weeding Shrub Beds (Van Aken)	AS NEEDED	225	\$7,895.00	\$4,834.00		\$12,729.00
SUBTOTAL		1,620	\$56,276.00	\$22,229.00	\$4,792.00	\$83,297.00
Land Maintenance						
Fertilize/Herbicide Appl. (Shaker)	1 /YR	40	\$1,870.00	\$1,725.00	\$1,277.00	\$4,872.00
Fertilize/Herbicide Appl. (Van Aken)	1 /YR	40	\$1,870.00	\$1,725.00	\$1,927.00	\$5,522.00
Mow (Shaker)	20 /YR	1,050	\$33,697.00	\$17,700.00		\$51,397.00
Mow (Van Aken)	20 /YR	1,100	\$35,220.00	\$18,541.00		\$53,761.00
Sweep Parking Lot	24 /YR	50	\$2,438.00	\$4,496.00		\$6,934.00
Misc. Maintenance (Shaker)	AS NEEDED	210	\$7,661.00			\$7,661.00
Misc. Maintenance (Van Aken)	AS NEEDED	210	\$7,661.00			\$7,661.00
Leaf Cleanup (Shaker)	2 /YR	150	\$4,657.00	\$2,530.00		\$7,187.00
Leaf Cleanup (Van Aken)	2 /YR	150	\$4,657.00	\$2,530.00		\$7,187.00
SUBTOTAL		3,000	\$99,731.00	\$49,247.00	\$3,204.00	\$152,182.00
Ice and Snow Control						
Salt RTA Lots	40 /YR	100	\$4,730.00	\$1,500.00	\$12,915.00	\$19,145.00
Plow RTA Lots	20 /YR	250	\$10,697.00	\$5,996.00		\$16,693.00
Ice & Snow Total		350	\$15,427.00	\$7,496.00	\$12,915.00	\$35,838.00
Shaker Total			\$82,732.00	\$33,876.00	\$3,673.00	\$120,281.00
Van Aken Total			\$73,275.00	\$37,600.00	\$4,323.00	\$115,198.00
Totals		4,970	\$171,434.00	\$78,972.00	\$20,911.00	\$271,317.00

4% Increase \$ 10,852.68
Total 2025 Budget \$ 282,169.68

EXHIBIT D (2 of 2)

Estimated Contingent Expense for 2025 Shaker Blvd. Station Improvements (Paragraph 3.b.)

	Freq.	Labor Hrs	2024 Labor Rate	35% Markup Fringe Benefits	Labor Rate with Benefits	Labor Cost	Equip. Cost	Fuel Cost	Maintenance Cost	Material Cost	Total Cost
2025 Shaker Blvd. Station Improvements											
Planting 6 Full Time Laborers for 80 hrs.	1/YR	480	\$28.27	0.34	\$38.61	\$18,726.05					\$18,726.05
Planting 4 Seasonals 60 hrs.	1/YR	320	\$22.00		\$22.00	\$7,040.00					\$7,040.00
Three pick up trucks, skidsteer, mini excavator	1/YR	50					\$832.00	\$867.20	\$780.00		\$2,479.20
Soil and Mulch. Plants supplied by RTA	1/YR									\$1,000.00	\$1,000.00
Grounds Superintendent	AS NEEDED	40	\$50.53	0.36	\$64.29	\$2,571.00	\$55.00	\$75.00	\$75.00		\$2,776.00
SUBTOTAL		920				\$27,937.05	\$698.00	\$942.20	\$930.00	\$1,000.00	\$31,507.25

*2025 Labor Rates may be substituted, if applicable.

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

THIS AGREEMENT, entered into this 23 day of November, 1982, by and between the Greater Cleveland Regional Transit Authority, whose principal business offices are located at 615 Superior Avenue, N.W., hereinafter called "RTA", and the City of Shaker Heights, Ohio, whose principal offices are located at 3400 Lee Road, hereinafter called "City",

WITNESSETH, That

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

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

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

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

EXHIBIT E

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

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

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

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

- (m) Sheet L 3001 - So. Woodland-Drexmore Blvd., dated 3/16/81
- (n) Sheet L 3003 - Ashby-Avalon, dated 3/16/81
- (o) Sheet L 3004 - Kennmore-Lynnfield, dated 3/16/81
- (p) Sheet L 3005 - Farnsleigh, dated 3/16/81
- (q) Sheet L 3006 - Warrensville Center Road, dated 3/20/81

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

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

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

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

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

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

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

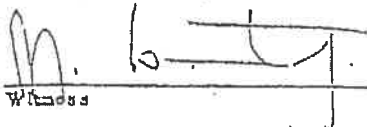
(11) RTA shall not be responsible for repairing or replacing landscaping which is vandalized and/or removed without its authorization. In the event of unauthorized damage or removal by unknown persons of landscaping which RTA has planted hereunder, City may, should it so elect, replace or repair missing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

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

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

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

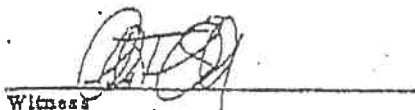
GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY


Witness

By William C. Kelly

Its Attorney

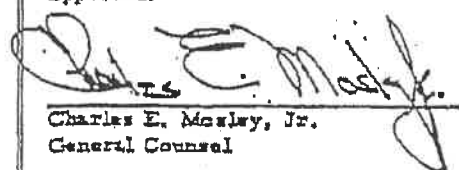
CITY OF SHAKER HEIGHTS


Witness

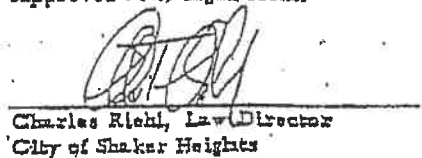
By Walter C. Kelly

Its Mayor

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


Charles E. Mosley, Jr.
General Counsel

Approved as to legal form:


Charles Riehl, Law Director
City of Shaker Heights

ADDENDUM TO AGREEMENT

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

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

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

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

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

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

Witness

Maryanne

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

By: *Joseph Calabrese*

Joseph Calabrese

Its: CEO, General Manager/
Secretary-Treasurer

W. E. Baerling
Deputy General Manager
Legal Affairs

And *Scott D. ...*

Deputy General Manager
Finance & Administration

Witness

Cynthia Lopez

By: *Judy Lawson*

Its: Mayor

David ...

By: *John ...*

Its: Director of Finance

Approved as to legal form:

Ray ...

Director of Law
City of Shaker Heights

EXHIBIT G

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
RESOLUTION (TO BE PROVIDED)

EXHIBIT H

CITY OF SHAKER HEIGHTS ORDINANCE (TO BE PROVIDED)

RESOLUTION NO. 2025-36

AUTHORIZING AN AGREEMENT WITH THE CITY OF SHAKER HEIGHTS FOR A PERIOD OF ONE YEAR BEGINNING JANUARY 1, 2025 IN AN AMOUNT NOT TO EXCEED \$282,169.68 FOR LANDSCAPE MAINTENANCE AND PARKING LOT SNOW REMOVAL (GENERAL FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET) AND IN AN AMOUNT NOT TO EXCEED \$37,894.97 FOR PLANTING REPLACEMENT LANDSCAPING IN CONJUNCTION WITH THE AUTHORITY'S SHAKER BOULEVARD SHELTER PROJECT (RTA DEVELOPMENT FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

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

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

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

WHEREAS, the City and the Authority wish to enter into an agreement to perform maintenance of grounds and snow removal for a period of one (1) year commencing January 1, 2025 and ending December 31, 2025 in an amount not to exceed \$282,169.68 and for planting replacement landscaping in conjunction with the Authority's Shaker Boulevard Shelter Project in an amount not to exceed \$37,894.97, for a total amount not to exceed \$320,064.55.

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

Section 1. That the General Manager, CEO be and she is hereby authorized to enter into an agreement with the City for the maintenance of grounds adjoining the rail rights-of-way, including snow removal from the Authority's parking lots within the City for the period commencing January 1, 2025 and ending December 31, 2025 and for planting replacement landscaping in conjunction with the Authority's Shaker Boulevard Shelter Project.

Section 2. The landscaping maintenance and snow removal services under this agreement will be funded through the General Fund, Programming & Planning Department budget, in an amount not to exceed \$282,169.68; and the planting of replacement landscaping in conjunction with the Authority's Shaker Boulevard Shelter Project will be funded through the RTA Development Fund, Programming and Planning department budget, including but not limited to, Capital Grant OH-2024-03-001 in an amount not to exceed \$37,894.87 (\$30,315.89 in federal funds, which represents 80% of the total cost).

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

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

Adopted: February 25, 2025

President

Attest: _____
Secretary-Treasurer



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025 AND JANUARY 31, 2024

	CURRENT MONTH			YEAR TO DATE		
	January			2025		
	2025	2024	CHANGE	2025	2024	% OF TOTAL
PASSENGER FARES:						
CASH FARES						
PASS/TICKET SALES	\$ 654,088	\$ 737,481	\$ (83,393)	\$ 654,088	\$ 737,481	(11.31%)
STUDENT FARECARDS	452,838	548,763	(95,925)	452,838	548,763	(17.48%)
U-PASS	31,737	179,426	(147,689)	31,737	179,426	(82.31%)
MOBILE TICKETING	-	624,768	(624,768)	-	624,768	-
TOTAL PASSENGER FARES	696,800	586,243	110,557	696,800	586,243	18.86%
	1,835,463	2,676,681	(841,218)	1,835,463	2,676,681	(31.43%)
						7.82%
SALES AND USE TAX REVENUE:						
SALES & USE TAX	21,218,988	21,181,810	37,178	21,218,988	21,181,810	0.18%
TOTAL SALES AND USE TAX REVENUE	21,218,988	21,181,810	37,178	21,218,988	21,181,810	0.18%
						90.37%
OTHER REVENUE:						
ADVERTISING/CONCESSIONS/COMMISSIONS	381	7,381	(7,000)	381	7,381	(94.84%)
NAMING RIGHTS LESS COMMISSIONS	-	87,500	(87,500)	-	87,500	-
RENTAL INCOME	35,973	38,320	(2,347)	35,973	38,320	(6.12%)
INTEREST INCOME	94,334	90,307	4,027	94,334	90,307	4.46%
OTHER	34,090	44,085	(9,995)	34,090	44,085	(22.67%)
TOTAL OTHER REVENUE	164,778	267,593	(102,815)	164,778	267,593	(38.42%)
						0.70%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:						
FUEL/CNG/PROPANE TAX REFUNDS	23,478	501,247	(477,769)	23,478	501,247	(95.32%)
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	131,483	695,490	(564,007)	131,483	695,490	(81.09%)
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	-	-	-
FEDERAL OPERATING ASSISTANCE	-	-	-	-	-	-
MISCELLANEOUS RECEIPTS	106,339	142,231	(35,892)	106,339	142,231	(25.23%)
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	261,300	1,338,968	(1,077,668)	261,300	1,338,968	(80.48%)
						1.11%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 23,480,528	\$ 25,465,052	\$ (1,984,524)	\$ 23,480,528	\$ 25,465,052	(7.79%)
						100.00%

Notes:



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025

	CURRENT MONTH				YEAR TO DATE			
	BUDGET	ACTUAL	VARIANCE	%VARIANCE	BUDGET	ACTUAL	VARIANCE	%VARIANCE
<u>PASSENGER FARES:</u>								
CASH FARES								
PASS/TICKET SALES	\$ 777,599	\$ 654,088	\$ (123,511)	(15.88%)	\$ 777,599	\$ 654,088	\$ (123,511)	(15.88%)
STUDENT FARECARDS	619,732	452,838	(166,894)	(26.93%)	619,732	452,838	(166,894)	(26.93%)
U-PASS	265,066	31,737	(233,329)	(88.03%)	265,066	31,737	(233,329)	(88.03%)
MOBILE TICKETING	336,266	-	(336,266)	-	336,266	-	(336,266)	-
TOTAL PASSENGER FARES	667,999	696,800	28,801	4.31%	667,999	696,800	28,801	4.31%
	2,666,663	1,835,463	(831,200)	(31.17%)	2,666,663	1,835,463	(831,200)	(31.17%)
<u>SALES AND USE TAX REVENUE:</u>								
SALES & USE TAX	22,291,663	21,218,988	(1,072,675)	(4.81%)	22,291,663	21,218,988	(1,072,675)	(4.81%)
TOTAL OPERATING SUBSIDIES	22,291,663	21,218,988	(1,072,675)	(4.81%)	22,291,663	21,218,988	(1,072,675)	(4.81%)
<u>OTHER REVENUE:</u>								
ADVERTISING/CONCESSIONS/COMMISSIONS	171,837	381	(171,456)	(99.78%)	171,837	381	(171,456)	(99.78%)
NAMING RIGHTS LESS COMMISSIONS	179,429	-	(179,429)	-	179,429	-	(179,429)	-
RENTAL INCOME	26,411	35,973	9,562	36.21%	26,411	35,973	9,562	36.21%
INTEREST INCOME	83,337	94,334	10,997	13.20%	83,337	94,334	10,997	13.20%
OTHER	98,589	34,090	(64,499)	(65.42%)	98,589	34,090	(64,499)	(65.42%)
TOTAL OTHER REVENUE	559,603	164,778	(394,825)	(70.55%)	559,603	164,778	(394,825)	(70.55%)
<u>REIMBURSEMENTS AND OTHER SOURCES OF CASH:</u>								
FUEL/CNG/PROPANE TAX REFUNDS								
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	333,337	23,478	(309,859)	(92.96%)	333,337	23,478	(309,859)	(92.96%)
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	131,483	131,483	-	-	131,483	131,483	-
FEDERAL OPERATING ASSISTANCE	-	-	-	-	-	-	-	-
MISCELLANEOUS RECEIPTS	-	-	-	-	-	-	-	-
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	333,337	106,339	(226,998)	(68.13%)	333,337	106,339	(226,998)	(68.13%)
	333,337	261,300	(72,037)	(21.61%)	333,337	261,300	(72,037)	(21.61%)
TOTAL CASH RECEIVED - GENERAL FUND	\$ 25,851,266	\$ 23,480,528	\$ (2,370,738)	(9.17%)	\$ 25,851,266	\$ 23,480,528	\$ (2,370,738)	(9.17%)

Notes:

Board of Trustees Report

Greater Cleveland Regional Transit Authority Sales and Use Tax 2025 Actual Receipts Month: February

Month	2023			Monthly Receipts			2025 vs. 2024			Year To Date			2025 vs. 2024		
				2023	2024	2025 Budget	2025 Actual	Month Variance	% Variance	2023	2024	2025 Budget	2025 Actual	YTD Variance	% Variance
JAN	\$	21,547,582	\$	21,181,810	\$	22,291,663	\$	21,218,988	\$	21,547,582	\$	21,181,810	\$	21,218,988	\$
FEB		21,457,966		21,602,525		22,291,667		21,165,988		43,005,548		42,784,335		44,583,330	
MAR		25,588,894		25,769,593		22,291,667				68,594,442		68,553,928		66,874,997	
APR		20,209,077		20,061,786		22,291,667				88,803,519		88,615,714		89,166,664	
MAY		19,392,839		19,056,100		22,291,667				108,196,158		107,671,814		111,458,331	
JUN		22,047,213		23,163,964		22,291,667				130,243,371		130,835,778		133,749,998	
JUL		20,233,341		21,663,697		22,291,667				150,476,712		152,499,474		156,041,665	
AUG		22,278,551		22,488,236		22,291,667				172,755,263		174,987,710		178,333,332	
SEP		23,431,498		22,911,148		22,291,667				196,186,761		197,898,858		200,624,999	
OCT		21,432,375		20,991,602		22,291,667				217,619,135		218,890,460		222,916,666	
NOV		21,618,960		20,116,957		22,291,667				239,238,095		239,007,417		245,208,333	
DEC		22,579,617		22,580,068		22,291,667				261,817,712		261,587,485		267,500,000	
Total	\$	261,817,712	\$	261,567,485	\$	267,500,000	\$	42,384,975							

February 2025

-2.0% (\$436,537) below February 2024 receipt
-5.0% (\$1,125,679) below February 2025 budget

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF JANUARY 31, 2025

1/31/2025

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND									
TOTAL BOND RETIREMENT FUND	1/31/2025	2/3/2025	MONEY MARKET	HUNTINGTON BANK	3	\$ 2,273,982	\$ -	3	4.04%
GENERAL FUND									
	1/31/2025	2/3/2025	MERCHANT ACCT-KEY MMKT	KEY BANK	3	\$ 935,763	\$ -	3	1.56%
	4/22/2025	4/22/2025	FHLB	STIFEL NICOLAUS	8401	3,000,000	9,882	81	1.21%
	1/31/2025	2/3/2025	STAR OHIO	STATE OF OHIO	3	19,348,248	-	3	4.53%
	1/31/2025	2/3/2025	EMPLOYEE ACTIVITY FUND	KEY BANK	3	347,758	-	3	1.56%
	1/31/2025	2/3/2025	PNC CUSTODY ACCOUNT	PNC BANK	3	3,647,491	-	3	4.39%
	1/31/2025	2/3/2025	SALES TAX ACCOUNT	HUNTINGTON BANK	3	554,411	-	3	4.04%
	1/31/2025	2/3/2025	KEY ECR	KEY BANK	3	1,657,993	-	3	1.56%
TOTAL GENERAL FUND						\$ 25,891,551	\$ 8,882		3.86%
INSURANCE FUND									
	1/31/2025	2/3/2025	STAR OHIO	STATE OF OHIO	3	\$ 7,021,288	\$ -	3	4.53%
	1/31/2025	2/3/2025	KEY ECR	KEY BANK	3	19,570	-	3	0.00%
TOTAL INSURANCE FUND						\$ 7,040,858	\$ -		4.52%
LAW ENFORCEMENT FUND									
	1/31/2025	2/3/2025	KEY ECR	KEY BANK-SWEEP	3	\$ 224,782	\$ -	3	1.56%
	1/31/2025	2/3/2025	STAR OHIO	STATE OF OHIO	3	76,664	-	3	4.53%
TOTAL LAW ENFORCEMENT FUND						\$ 301,445	\$ -		2.54%
LOCAL MATCH FUND									
	1/31/2025	2/3/2025	LOCAL MATCH-STAR OHIO	STATE OF OHIO	3	\$ 81,817,060	\$ -	3	4.53%
	3/14/2022	3/10/2025	FFCB	STIFEL NICOLAUS	1092	4,981,225	38,556	38	1.88%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1084	9,897,110	66,517	101	3.07%
	8/27/2022	8/27/2025	FHLB	STIFEL NICOLAUS	1086	15,000,000	46,063	368	3.36%
	8/30/2022	8/28/2025	FHLB	STIFEL NICOLAUS	1084	15,000,000	254,600	209	4.02%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1086	5,000,000	17,958	242	4.31%
	1/31/2025	2/3/2025	PNC CUSTODY ACCOUNT	PNC BANK	3	49,603,836	-	3	4.39%
	1/31/2025	2/3/2025	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	3	1,657,821	-	3	1.56%
	1/31/2025	2/3/2025	GRANT-ECR	KEY BANK	3	345,240	-	3	0.00%
	1/31/2025	2/3/2025	CATCH BASIN-KEY ECR	KEY BANK	3	105,115	-	3	1.56%
TOTAL LOCAL MATCH FUND						\$ 163,407,198	\$ 421,693		4.11%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF JANUARY 31, 2025

1/31/2025

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
PENSION FUND									
	1/31/2025	2/3/2026	KEY ECR	KEY BANK	3	\$ 3,308	\$ -	3	1.66%
	1/31/2025	2/3/2026	STAR OHIO	STATE OF OHIO	3	1,466,715	-	3	4.53%
TOTAL PENSION FUND						\$ 1,470,023	\$ -		4.52%
RTA CAPITAL FUND									
	1/31/2025	2/3/2026	KEY ECR	KEY BANK	3	\$ 8,650,742	\$ -	3	1.66%
	1/31/2025	2/3/2026	PNC CUSTODY ACCOUNT	PNC BANK	3	1,850,000	-	3	4.39%
	6/27/2022	6/27/2026	FHLB	STIFEL NICOLAUS	1098	8,167,887	25,150	362	3.35%
TOTAL RTA CAPITAL FUND						\$ 18,668,629	\$ 25,150		2.63%
RESERVE FUND									
	4/14/2022	4/14/2026	FHLB	STIFEL NICOLAUS	1098	6,000,000	38,867	73	2.64%
	6/30/2022	6/30/2026	FHLB	STIFEL NICOLAUS	1098	6,000,000	14,667	365	3.52%
	9/30/2022	9/30/2026	FHLB	STIFEL NICOLAUS	1098	6,000,000	71,833	242	4.31%
	5/23/2022	5/23/2026	FHLB from GF	STIFEL NICOLAUS	1098	6,000,000	30,429	112	3.27%
	1/31/2025	2/3/2026	PNC CUSTODY ACCOUNT	PNC BANK	3	70,984,785	-	3	4.39%
	1/31/2025	2/3/2026	KEY ECR	KEY BANK	3	498,103	-	3	1.66%
	1/31/2025	2/3/2026	STAR OHIO	STATE OF OHIO	3	48,777,716	-	3	4.53%
TOTAL RESERVE FUND						\$ 140,289,504	\$ 185,796		4.29%
GRAND TOTAL ALL FUNDS						\$ 363,122,381	\$ 612,521	66	4.08%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF JANUARY 31, 2025**

Bonds	Final Maturity Date	Total Principal Outstanding 12/1/2024	Interest Payable/ 6/1/2025	Principal Payable/ 6/1/2025	Debt Service Requirement/ 6/1/2025	Interest Payable/ 12/1/2025	Principal Payable/ 12/1/2025	Debt Service Requirement/ 12/1/2025	Total Debt Requirement 2025
Series 2014A-Sales Tax Rev.	Dec. 2025	\$ 1,740,000	\$ 43,500	\$ -	\$ 43,500	\$ 43,500	\$ 1,740,000	\$ 1,783,500	\$ 1,827,000
Series 2015-Sales Tax Rev.	Dec. 2028	8,350,000	208,780	-	208,780	208,780	4,075,000	4,283,780	4,482,580
Series 2016-Sales Tax Rev.	Dec. 2027	4,345,000	108,625	-	108,625	108,625	1,380,000	1,488,625	1,597,250
Series 2019-Sales Tax Rev.	Dec. 2030	7,875,000	198,875	-	198,875	198,875	1,160,000	1,356,875	1,553,750
Total Bonds		\$ 22,310,000	\$ 557,780	\$ -	\$ 557,780	\$ 557,780	\$ 8,355,000	\$ 8,912,780	\$ 9,470,580

Bond Retirement
\$2,273,982

Current Balance (Set Aside for 2026)

\$860,860

Monthly Set Aside Required

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH JANUARY 31, 2025

MONTH	2025					2024					
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MONEYMKT YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MONEYMKT YIELD #	
JANUARY	\$ 370,860,178	\$ 1,185,266	4.09%	4.16%	4.46%	\$ 385,508,048	\$ 1,735,498	4.39%	5.36%	5.22%	
FEBRUARY						380,226,311	1,215,231	4.43%	5.32%	5.16%	
MARCH						385,500,913	1,349,459	4.50%	5.33%	5.12%	
APRIL						392,386,644	1,396,057	4.57%	5.42%	5.21%	
MAY						380,149,184	1,426,995	4.49%	5.42%	5.21%	
JUNE						379,341,823	1,117,872	4.44%	5.33%	4.88%	
JULY						385,760,857	1,395,601	4.45%	5.14%	4.88%	
AUGUST						382,269,871	1,368,567	4.56%	4.89%	4.88%	
SEPTEMBER						376,958,299	1,414,144	4.55%	4.38%	4.52%	
OCTOBER						374,899,152	1,086,953	4.38%	4.43%	4.44%	
NOVEMBER						370,321,341	1,180,465	4.34%	4.42%	4.05%	
DECEMBER						370,555,288	1,185,650	4.09%	4.13%	4.10%	
YEAR TO DATE	\$370,860,178	\$ 1,185,266	4.09%	4.16%	4.46%	\$ 380,392,595	\$ 15,872,491	4.43%	4.96%	4.81%	
RTA AVERAGE YIELDS OVER (UNDER) INDEX					-0.36%	-0.53%					-0.37%

Moving average coupon equivalent yields for 6 month Treasury Bills,

Market Yield equals US Treasury Money Fund 7 Day Yield

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT ON INVESTMENT EARNINGS (CASH BASIS)
AS OF JANUARY 31, 2025**

BOND RETIREMENT FUND	
HUNTINGTON MONEY MARKET	\$ 3,987.25
TOTAL DECEMBER	<u>\$ 3,987.25</u>
2025 YEAR TO DATE	\$ 3,987.25
2024 YEAR TO DATE	\$ 5,712.42
GENERAL FUND	
HUNTINGTON-SALES TAX ACCOUNT	\$ 5,039.25
STAROHIO	53,257.72
KEY BANK SWEEP ACCOUNT	11,423.96
PNC CUSTODY ACCOUNT	482,980.57
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT	732.47
TOTAL DECEMBER	<u>\$ 553,433.97</u>
2025 YEAR TO DATE	\$ 553,433.97
2024 YEAR TO DATE	\$ 89,813.79
INSURANCE FUND	
STAROHIO	\$ 26,917.30
TOTAL DECEMBER	<u>\$ 26,917.30</u>
2025 YEAR TO DATE	\$ 26,917.30
2024 YEAR TO DATE	\$ 25,786.49
LAW ENFORCEMENT FUND	
KEY BANK SWEEP ACCOUNT	\$ 206.64
STAROHIO	293.91
TOTAL DECEMBER	<u>\$ 500.55</u>
2025 YEAR TO DATE	\$ 500.55
2024 YEAR TO DATE	\$ 301.41
LOCAL MATCH FUND	
STAROHIO-LOCAL MATCH	\$ 240,448.99
KEY BANK SWEEP ACCOUNT	998.69
TOTAL DECEMBER	<u>\$ 241,447.68</u>
2025 YEAR TO DATE	\$ 241,447.68
2024 YEAR TO DATE	\$ 318,245.09
PENSION FUND	
STAROHIO	\$ 5,622.90
KEY BANK SWEEP ACCOUNT	4.98
TOTAL DECEMBER	<u>\$ 5,627.88</u>
2025 YEAR TO DATE	\$ 5,627.88
2024 YEAR TO DATE	\$ 6,531.74
EMPLOYEE ACTIVITY ACCOUNT	
KEY BANK MONEY MARKET	\$ 451.75
TOTAL DECEMBER	<u>\$ 451.75</u>
2025 YEAR TO DATE	\$ 451.75
2024 YEAR TO DATE	\$ 493.32
RTA CAPITAL FUND	
KEY BANK SWEEP ACCOUNT	\$ 11,682.67
TOTAL DECEMBER	<u>\$ 11,682.67</u>
2025 YEAR TO DATE	\$ 11,682.67
2024 YEAR TO DATE	\$ 3,544.54

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT ON INVESTMENT EARNINGS (CASH BASIS)
AS OF JANUARY 31, 2025**

RESERVE FUND	
STAROHIO	\$ 186,994.84
KEY BANK SWEEP ACCOUNT	652.64
TOTAL DECEMBER	<u>\$ 187,647.48</u>
2025 YEAR TO DATE	\$ 187,647.48
2024 YEAR TO DATE	\$ 506,681.35
TOTAL ALL FUNDS	
JANUARY 2025	\$ 1,031,696.53
2025 YEAR TO DATE	\$ 1,031,696.53
2024 YEAR TO DATE	\$ 957,110.15

	<u>JANUARY</u>	<u>2025 YEAR TO DATE</u>
INTEREST RECEIVED (CASH BASIS)	\$ 1,031,696.53	\$ 1,031,696.53
ACCRUED INTEREST:		
BEGINNING:	(458,951.39)	(458,951.39)
ENDING	612,520.68	612,520.68
TOTAL INTEREST INCOME EARNED	<u>\$ 1,185,265.82</u>	<u>\$ 1,185,265.82</u>
AVERAGE INVESTMENT BALANCE (COST BASIS):	\$ 370,860,178	\$ 370,860,178
AVERAGE YIELD ON INVESTMENTS:	4.09%	4.09%

COMPOSITION OF INVESTMENT PORTFOLIO
AS JANUARY 31, 2025

Instrument:	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$ 129,760,048	\$ 129,760,048	35.73%	4.46%	3
Key Bank Sweep Account	1,882,603	1,882,603	0.52%	1.56%	3
Star Ohio	138,507,681	138,507,681	38.14%	4.53%	3
Earnings Credit Rate Account	11,825,827	11,825,827	3.26%	1.56%	3
U.S. Government Securities	81,146,222	81,190,000	22.35%	3.35%	199
Total Investment Portfolio	\$ 363,122,381	\$ 363,166,159	100.00%	4.09%	66

Greater Cleveland Regional Transit Authority
Banking and Financial Relationships
As of January 31, 2025

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

NOTE:

- This Information is being provided for applicable individuals to be in compliance with:
- Ohio Revised Code Sections 102.03(D) and (E)
 - Ohio Ethics Commission Informal Opinion Number 2003-INF-0224-1
 - Ohio Ethics Commission Staff Advisory Opinion to Sheryl King Benford (DGM - Legal Affairs) dated May 6, 2020
 - Ohio Ethics Commission Opinion Number 2011-08
 - Ohio Ethics Commission Staff Advisory Opinion to R. Brent Minney dated March 27, 2012

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