



Greater Cleveland
Regional Transit Authority

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

MEETING NOTICE

Notice is hereby given that the following meeting of the Board of Trustees of the Greater Cleveland Regional Transit Authority will take place on **Tuesday, March 29, 2022** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon.

In accordance with the Ohio Open Meetings Act and House Bill 51, signed into law on February 17, 2022 and effective immediately through June 30, 2022, 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. House Bill 51 allows Board members to participate by telephone or video and be considered present as if in person. It also allows Board members to vote and be counted for the purpose of determining a quorum while attending by telephone or video.

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

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

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

9:00 A.M. Annual Meeting – agenda attached

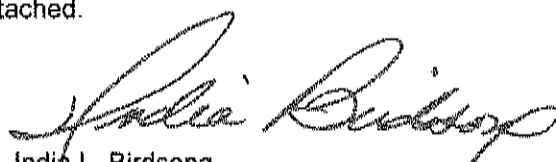
Committee of The Whole

- Public Square – Presentation on the proposed Public Square collaboration.

Audit, Safety Compliance And Real Estate Committee

- Internal Audit Quarterly Report - Presentation of 4th quarter 2021 audit work and 2022 Audit Plan.

Board of Trustees Meeting – agenda attached.


India L. Birdsong
General Manager, Chief Executive Officer

AGENDA

RTA Board of Trustees Annual Meeting

March 29, 2022

- I. Call to order of Annual Meeting
- II. Roll Call
- III. Certification regarding notice of meeting
- IV. Conduct Annual Meeting of the Board of Trustees
 - A. Nominations and election of the Office of President
 - B. Nominations and election of the Office of Vice President
- VI. Adjournment of Annual Meeting

AGENDA

RTA COMMITTEE OF THE WHOLE BOARD

Tuesday, March 29, 2022

Committee Members: President Charles P. Lucas (Chair)
 Ms. Karen Gabriel Moss (Vice Chair)
 Mayor Anthony D. Biasiotta
 Ms. Roberta Duarte
 Mr. Terence P. Joyce
 Mayor Paul A. Koomar
 Ms. Valarie J. McCall
 Ms. Luz N. Pellot
 Mayor David E. Weiss

I. Roll Call

II. Public Square - Presentation on the proposed Public Square collaboration.

Presenters:

- Mike Schipper, Deputy General Manager, Engineering & Project Management, RTA
- Floun'say R. Caver, Deputy General Manager, Operations, RTA
- India L. Birdsong, General Manager, Chief Executive Officer, RTA
- Nora Romanoff, Associate Director, LAND Studio
- Sanaa Julien, CEO, Group Plan Commission

III. Adjourn



Greater Cleveland
Regional Transit Authority

Interoffice Memo

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

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

A handwritten signature in black ink, appearing to read 'India L. Birdsong', is written over the text of the 'From' field. The signature is enclosed in a hand-drawn oval.

Date: March 24, 2022

Subject: Public Square Collaboration

At the March 29, 2022 Committee of the Whole meeting, staff along with a representative of the Group Plan Commission will present proposed transportation, safety and security improvements to Public Square. The presentation will address roles and responsibilities in the design and construction of the proposed improvements and GCRTA's proposed financial commitment towards the project.

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

IB/mjs

AGENDA

RTA AUDIT, SAFETY COMPLIANCE AND REAL ESTATE COMMITTEE

Tuesday, March 29, 2022

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

- I. Roll Call
- II. Internal Audit Quarterly Report – Review of 4th quarter 2021 Internal Audit work and 2022 Internal Audit Plan.
- III. Adjourn



AGENDA

RTA Board of Trustees Meeting

Tuesday, March 29, 2022

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Public Oath of Office:
 - Mayor Anthony D. Biasiotta, Seven Hills
5. Approval of Board Meeting minutes:
 - February 15, 2022 Board Meeting
 - March 1, 2022 Special Board Meeting
6. Public comments (**2 minutes**) on **agenda items**
 - In person
 - Phone: 440-276-4600
 - Webform (comments will be forwarded to staff)
7. Board Governance Committee report
8. Operational Planning & Infrastructure Committee report
 - Chair: Mr. Terence P. Joyce
9. Organizational, Services & Performance Monitoring Committee report
 - Chair: TBD
10. Audit, Safety Compliance and Real Estate Committee report
 - Chair: Karen Gabriel Moss
11. External and Stakeholder Relations and Advocacy Committee report
 - Chair: Valarie J. McCall
12. Community Advisory Committee (CAC)
 - Board Liaison: Roberta Duarte
13. Ad Hoc Committee reports:
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Luz Pellot, Chair
14. Introduction of new employees and announcement of promotions
15. Introduction of resolutions:
 - A. 2022-24 – Authorizing Contract No. 2021-184 with Johnson Controls Fire Protection LP for Project 19.12 – Woodhill Garage Sprinkler System

Expansion, as specified and as required, in an amount not to exceed \$124,500.00 (RTA Capital Fund, Engineering & Project Development Department budget)

- B. 2022-25 – Authorizing the General Manager to enter into a lease agreement with PNC Bank, National Association for property at the Puritas - West 150th Street Rapid Transit Station, located at 4200 West 150th Street, Cleveland, Ohio 44135, for a renewal term of two years with options for two renewal terms of one year each
- C. 2022-26 – Authorizing a lease agreement with 2 Birds Shuttle and Detail, LLC for property at the Puritas-West 150th Street Rapid Transit Station located at 4200 West 150th Street, Cleveland, Ohio 44135, for a renewal term of two years at \$12,000.00 per year
- D. 2022-27 – Approving the 2022 Internal Audit Plan
- E. 2022-28 – Approving a new three-year collective bargaining agreement covering conditions of employment with Local 268 of the Amalgamated Transit Union

16. Secretary-Treasurer's Report:

- A. General Fund Revenue – status as of February 28, 2022 versus 2021 actuals
- B. General Fund Revenue – status as of February 28, 2022 versus the 2022 budget
- C. Sales & Use Tax Receipts Report budgeted during 2022, actual receipts through March 2022
- D. Inventory of Treasury Investments as of February 28, 2022
- E. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of February 28, 2022
- F. Summary of Investment Performance, Year to Date through February 28, 2022
- G. Report on Investment Earnings (cash basis) as of February, 2022
- H. Composition of Investment Portfolio as of February 28, 2022
- I. Banking and Financial Relationships as of February 28, 2022

17. General Manager's Report

18. President's Report

19. Old Business

20. New Business

21. Public comments (2 minutes):

- In person
- Phone: 440-276-4600
- Webform (comments will be forwarded to staff)

22. The next regular Board meeting is scheduled for **Tuesday, April 26, 2022** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Board page (www.RideRTA.com/board) by selecting the meeting date. The public is welcome to attend in person.
23. Adjournment

Minutes

Special RTA Board Meeting

9:45 a.m., Tuesday, March 1, 2022

Board Members: Lucas (Chair), Byrne, Duarte, Joyce, Koomar, McCall, Pelot, Serrano, Weiss

Not present: Moss

Staff: Benford, Birdsong, Caver, Coffey, Cottrell, Davidson, Ferraro, Fields, Fleig, Garofoli, Gautam, Kirkland, Metcalf, Miller, Petit, Schipper, Talley, Temming, Togher, Ulrich, Walker-Minor

Public: Gibbons, Loh, Pesuit

The meeting was called to order at 9:45 a.m. There were nine (9) board members present. In accordance with the Ohio Open Meetings Act and House Bill 51, signed into law on February 17, 2022 and effective immediately through June 30, 2022, 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. House Bill 51 allows Board members to participate by telephone or video and be considered present as if in person. It also allows Board members to vote and be counted for the purpose of determining a quorum while attending by telephone or video.

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

Resolution

- A. 2022-23 - Expressing appreciation to Leo Serrano for his service as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority and extending best wishes for many years to come, the adoption of which was moved by Ms. McCall, seconded by Mayor Byrne and approved by unanimous vote.

Mr. Serrano said he went to Divinity School and his mentor taught him that we all have one eternal assignment and one temporary gig. Moreover, when you know that, you know that your purpose is to serve. Our customers are diverse and RTA is the lifeline for them. Mayor Byrne thanked him for helping him when he joined the Board. Ms. Birdsong added that he was a joy to work with and that he is a champion for diversity. His leadership and stewardship is appreciated. Ms. McCall added that Mr. Serrano is a committed and great Board member and that they served through some challenging times. Rev. Lucas thanked Mr. Serrano for his service. He has a good heart and was a good Board member.

Executive Session Requested

Rev. Lucas asked for a motion to go into executive session to review the negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment. It was moved by Ms. McCall, seconded by Mayor Koomar. There were eight (8) ayes and none opposed. Mayor Weiss had to step out.

It was moved by Ms. McCall, seconded by Mayor Koomar to come out of executive session. There were nine (9) ayes and none opposed.

The meeting was adjourned at 10:31 a.m.

President

Attest: _____
Secretary-Treasurer

Minutes

RTA Board of Trustees Meeting

9:07 a.m. February 15, 2022

Board Members: Lucas, (Chair), Byrne, Duarte, Koomar, McCall, Pellet, Serrano, Weiss

Not present: Moss (remote), Joyce (remote)

Staff: Benford, Birdsong, Burney, Caver, Coffey, Dangelo, Davidson, Fields, Fleig, Freilich, Garofoli, Gautam, Kirkland, Miller, Mothes, Paul, Petit, Schipper, Talley, Young, Walker-Minor

Public: Gibbons, Loh

The meeting to order at 9:07 a.m. The secretary called the roll and reported that eight (8) board members were present.

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

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

Minutes

President Lucas stated that the minutes from the January 25, 2022 Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. The minutes were approved.

Executive Session

The Executive Session originally scheduled was cancelled.

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

1. Chris Martin – Cleveland, OH – RTA keeps having repeated problems with the technical part of live streaming meetings. Meetings are held in the morning when the public cannot attend. The audio and video does not consistently work. Public comments are not accepted via email anymore.

Mr. Petit apologized for the tech issues. They are currently streaming live on YouTube as a test today and on Facebook. There are inconsistencies with logging on to Facebook due to changes to their platform that are out of our control. They have a stream on YouTube with audio that is work that will be posted for the public.

Committee Reports

Mayor Weiss announced that the performance appraisal for the CEO/GM is due in a few weeks for the Compensation Committee review.

Community Advisory Committee (CAC)

There were no reports.

Ad Hoc Committee Reports

Ms. Pellot said the Ad Hoc Tech Committee would meet Feb. 23, 2022 at 5 p.m. in the Board Room.

Introduction of New Employees/Promotions

Tiffany Holder, the new Talent Acquisition Manager introduced the new hires and promotions.

New Hires:

1. Ricardo Benson, Operator
2. Chaz Derrico, Operator
3. Yolanda Eggleton, Operator
4. James Johnson, Operator
5. Phillip Johnson, Operator
6. Julius McCorkle, Operator
7. Ian Ramsay, Operator
8. Deneshia Robinson, Operator
9. Chrishael Thompson, Operator
10. Ronald Timberlake, Operator
11. Jeffery Tyler, Operator

Promotions:

1. Bryan Dembkowski, Assistant Equipment Manager
2. Gerald Waite, Service Quality Supervisor, Rail

President Lucas asked for the number of open operator positions. Dr. Caver said there are 900 operators in the budget (350-400 Hayden, 300 Triskett, 100 Paratransit, 100 Rail). They are 100 operators short. Ms. Birdsong said there has been a strong effort to close the gap with hiring. Mr. Fields said the shortage is on bus and paratransit. Over the last 7 and 8 months, hiring initiatives have been launched to address the shortage with recruitment and outreach to Ohio Means Jobs, Tri-C and other community agencies that help influx more applicants. Currently, 50 plus people is in training. About 70 plus people are applicants in the process. They will continue to do more outreach events as COVID provides an opportunity to be more visible in the community. Of the 50, 20+ go to Hayden and Triskett and 20 to paratransit. Mr. Fields said they should be able to close the gap in May/June. Ms. Birdsong added that many things go into the hiring process including attrition, retirement, discipline and accidents. She will provide a quarterly update on this item. There is a dropout rate with drug testing and training. We should hit half the goal in the next quarter and hit the goal by year-end.

Ms. Pellot asked what the time frame is from hiring to working as an operator. Ms. Fields said the candidate has a two-four week time frame for selection. Once hired, they have 8-10 hours of training before they start driving on the streets. Depending on the student's aptitude, that could be less or more by one or two weeks. Ms. Duarte mentioned that during the holidays, she met with Marketing and HR about connecting with the community. HR is aware of how COVID has impacted human behavior. Staff is working hard to better train new hires. Ms. Moss asked where are the recruiting

events held and what has worked best in the recruitment process during the Pandemic. Mr. Fields said the event based job fairs last 3rd and 4th quarter at the West Park Station have been successful. A number of agencies prepare candidates for the job fairs. They have had virtual interview days also.

Introduction of Resolutions:

- A. 2022-13 – Expressing appreciation to the Honorable Michael P. Byrne for his service as a member of the Board of Trustees of the Greater Cleveland Regional Transit Authority and extending best wishes for many years to come, the adoption of which was moved by Mr. Serrano, seconded by Mayor Weiss and approved by unanimous vote.

President Lucas thanked Mayor Byrne for his service. A plaque was presented to him. Ms. Birdsong thanked him for his guidance and questions.

- B. 2022-14 – Authorizing Contract No. 2021-123 with Safety-Kleen Systems, Inc. to provide parts washer tank services for a three-year period in a total contract amount NTE \$190,546.20 (General Fund, Fleet Management Department budget), the adoption of which was moved by Mr. Serrano, seconded by Ms. Pellot and approved by unanimous vote.
- C. 2022-15 – Authorizing Contract No. 2021-127 with Moore Counseling & Mediation Services, Inc. to provide an Employee Assistance Program for a base period of three years with two, one-year options in an amount not to exceed \$237,600.00 for the base three years and an amount not to exceed \$79,200.00 for each option year for a total contract amount not to exceed \$396,000.00 (General Fund, Labor & Employee Relations Department budget), the adoption of which was moved by Mr. Serrano, seconded by Mayor Byrne and approved by unanimous vote.
- D. 2022-16 – Authorizing Contract No. 2021-188 with Ports Petroleum Co., Inc., for the furnishing of approximately 6,000,000 gallons of Ultra Low Sulfur Diesel fuel, as specified and as required, for a period of three years, at a price of \$.0223/gallon below OPIS index for year 1, \$.0223/gallon below OPIS index for year 2, and \$.0223/gallon below OPIS index for year 3 (General Fund, Fleet Management Department budget), the adoption of which was moved by Ms. McCall, seconded by Mr. Serrano and approved by unanimous vote.
- E. 2022-17 – Authorizing Contract No. 2022-05 with Giro, Inc., for maintenance and support of the Hastus Software System for a period of three years for a total price not to exceed \$960,670.00 (General Fund, Innovation & Technology Division budget), the adoption of which was moved by Mr. Serrano, seconded by Ms. Pellot and approved by unanimous vote.
- F. 2022-18 – Authorizing contract No. 2022-009 with AT&T Corporation to provide managed fat pipe router services for a period of three years in an amount not to exceed \$208,800.00 (General Fund, Innovation & Technology Division budget), the adoption of which was moved by Ms. McCall, seconded by Ms. Pellot and approved by unanimous vote.
- G. 2022-19 – Removing Section 628.03, amending Sections 628.035 and 644.10 and moving Sections 628.035 and 644.10 from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority to the Personnel Policies, the adoption of

which was moved by Mr. Serrano, seconded by Ms. McCall and approved by unanimous vote.

- H. 2022-20 – Removing Section 628.04 from the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority and adding a new Section 400.15 to the Personnel Policies, the adoption of which was moved by Mayor Weiss, seconded by Mayor Byrne and approved by unanimous vote.
- I. 2022-21 – Approving the Authority's 2022 Public Transportation Agency Safety Plan (PTASP), the adoption of which was moved by Mr. Serrano, seconded by Ms. McCall and approved by unanimous vote.
- J. 2022-22 - Authorizing an amendment to an existing utility agreement with Cleveland Electric Illuminating Company to relocate an existing duct bank in conjunction with extending electric service to the new Warrensville Van Aken substation (Project No. 60B) in an amount not to exceed \$163,777.12.

Ms. Benford added that this resolution needs a motion for reconsideration. Ms. McCall made a motion to reconsider. It was seconded by Mr. Serrano. Mayor Byrne asked for clarification on the reconsideration. Ms. Benford said this item failed last month. There was a request that the City of Shaker Heights pass an ordinance at the 50/50 sharing. The ordinance was passed by Shaker Heights. This resolution is now appropriate for reconsideration. The roll was called. There were seven (7) ayes and one abstention from Mayor Weiss. The reconsideration passed.

The roll was called on the resolution. There were seven (7) ayes and one abstention from Mayor Weiss. The resolution passed.

Secretary-Treasurer's Report

Rajan Gautam, Deputy General Manager of Finance and Secretary-Treasurer, gave the report. The unemployment data is from the Bureau of Labor Statistics. The U.S. unemployment rate for Jan. 2022 was 4%. The December unemployment rate has steadily shown a decline when compared to early 2021. We are experiencing the lowest rates since March 2020. The U.S. rate is at 3.9%. Ohio is at 4.5%. Cuyahoga County is 4.1%. The employment growth continued in leisure and hospitality, professional and business services, retail, trade, transportation and warehousing.

At the end of the year, ridership for 2021 was 6.8% below 2020 levels. For Jan. 2022, ridership was 1.22 million riders or 1.7% below Jan. 2021. Passenger fares for Jan 2022 was \$1.5 Million or 10.1% higher than Jan. 2021 and 6.5% higher than the budgeted amount. Mobile ticketing has been strong. This month it was \$366,000, which is 16.5% higher than the same time in Jan 2021. Sales tax has been strong. Year-end 2021 vs. Year-end 2020 saw a 13.9% increase. Motor vehicles/watercraft saw a 20.3% increase. Online sales were 43% higher. Regular/Statewide sales were 11.2% higher.

General Manager/CEO Report

India Birdsong, General Manager/CEO, presented the report. FTA announced that RTA was awarded \$20.3 million for FFY 2022 for infrastructure. We are working with NOACA and state partners for the breakout. RTA will take the lion's share because of our size. President Lucas asked if there could be a communication from the Board to the legislature about the funding award. Ms. Birdsong said staff is meeting with legislatures in Columbus tomorrow to say thank you and to discuss additional funding. They will relay the thank you to them on behalf of the Board. Marketing created a TY video to our

legislatures for Ohio Loves Transit week. President Lucas is a part of the video. Mayor Weiss asked what partial funding means. Ms. Birdsong said the full funding pot is \$70 million.

Mr. Schipper explained that the partial funding is out of the Infrastructure, Investment and Jobs Act for the next five years. Because Congress has not passed the full budget for the U.S. government, we are at a partial funding level instead of a full year level. This represents 3/8 or 4.5 months of the fiscal year. We do not know what the final numbers will be because of the way the programs are set up. The 5307 is our Urban grant that funds a lot of the bus related items and some of the rail items. The 5337 is targeted to State of Good Repair, but is targeted to the rail system. The 5339 is bus and bus facilities. Because of the way the formulas work, the initial allocation went to the states and now the transit agencies. That is why it is zero. It is just the way the law is set up for the distribution of the formulas. The full budget may be passed by Congress in March. Hopefully the full numbers will be funded then and brought back to the Board in the Capital Program in May.

The 31st Annual Homeless Stand Down is April 23. RTA will support the event by way of 1-day transit passes. RTA joins a list of other sponsors. This will help those who need support through transit to get back on their feet. TransitStat, the agency's performance management program has been rebranded as Traction as a means to push the performance targets and metrics through the scorecards. They will track the four success outcomes. They are on track with the customer surveys. That is the key that is missing in our current data sourcing. An update will be provided for Q1 later in May. Ms. Walker-Minor said 1,190 surveys were completed yesterday on the bus and rail. Mayor Koomar asked if this uses the Net Promotor Score methodology. That was confirmed. This is a new way to look at the data and weighing public opinion along with our deliverables to make sure we are on track with obtaining the goals in the Strategic Plan. Ms. Moss asked how we are ensuring a portionable sampling of the bus, rail and paratransit responses. Ms. Birdsong said they can bring back the details of the breakdown. There is something on the survey that identifies the mode. Ms. Pellet asked if the survey is in multiple languages. That was confirmed.

The Community Immunity Bus distributed 36 COVID vaccination shots at the Lunar New Year celebration at the Asia Plaza. We have to date giving 844 shots through the bus. We are working with Cleveland Department of Public Health and Care Alliance. CDPH has distributed 516 vaccinations. Care Alliance is responsible for 300 vaccinations. RTA is working with the CAVS and NBA on the 2022 NBA All-Star event. RTA will operate FTA approved trolley service for this event. Ms. Birdsong wished Rev. Lucas a Happy Birthday. Ms. Pellet asked if RTA ambassadors will be assisting with the NBA event. Ms. Birdsong said RTA Operations staff and City Year volunteers will be assisting with wayfinding, etc. Ms. Duarte requested wearing mask be reinforced during this event while riding RTA. Mr. Schipper said the vaccination bus would be on Public Square, Friday from 9 a.m. – Noon.

Mayor Byrne thanked the staff, directors and Board. He wants the public to realize the hard work happening at RTA. He thanked the public for attending the meetings and being patient and courteous with their concerns.

President's Report

He enjoys working with the staff. They continue to learn how to handle providing service during inclement weather. The staff is working hard on these items and working with the City of Cleveland and the County. The Election of Officers will occur at the Annual Meeting, March 29, 2022. The Nominating Committee is Mr. Joyce, Ms. McCall and Mayor Koomar. A letter was sent out requesting letters of interest by next week. He is happy to turn 81. He is very active in the community and in his personal life. Seventeen years ago he collapsed in his home. His doctor found a large tumor on his spine. He was faced with the choice of removing the tumor and being in a wheelchair or leaving it in and spending his life in a nursing home. He was encouraged by a pamphlet he saw in the hospital

with the message of not letting a wheelchair define his life. He represents the disabled community in his position on the Board.

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

1. Brian Gibbons – Fairview Park - He thanked Mayor Byrne for his service. A few years ago, he and CPT met with Mayor Byrne. It was a great meeting and way to get to know the Mayor. RTA has challenges, but Mayor Byrne was a straight shooter.
2. Loh – She said we have had good board members who share their expertise. She asked Mayor Byrne not to forget transit. She thanked Rev. Lucas for his work improving Paratransit service. She thanked the other board members who will be leaving the Board.
3. Chris Martin – Cleveland – He is frustrated with RTA and how we handled service during recent storms. He is concerned about the operator shields, mask dispensers, all door boarding on the HealthLine, fare collection and tax levy efforts. He requested the performance management information be made available to the public.

Ms. Birdsong apologized for the inconvenience to the public due to service issues Jan. 17. The public's safety was the priority that day. They continue to work with the City on road safety during inclement storms. Operator shields are on 90% of our vehicles. Operators can provide mask to riders on request. Staff will make sure they are replenished when needed. We are embarking on a fare collection program. It will be brought to the Board in the coming months. The TRACTION data will eventually be made public once the data is populated. All of these efforts are necessary to entertain a tax levy at the pleasure of the Board.

4. Ms. Holden – She thanked Ms. Birdsong for her work. She is a long time rider. She asked if RTA could shovel the snow around the bus stops. She takes the bus from the post office at 8745 Broadway. The #18 does not stop at the post office even though there is a bus stop there. She asked for service to go around the stores at Steelyard.

Upcoming Meetings

The next regular Board meeting and the Annual Meeting is scheduled for **Tuesday, March 29, 2022** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live-streamed on RTA's Facebook page (www.facebook.com/rideRTA) and YouTube for staff and members of the public. The public is welcome to attend in person.

The meeting was adjourned at 10:20 a.m.

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROJECT 19.12 – WOODHILL GARAGE SPRINKLER SYSTEM EXPANSION VENDOR: JOHNSON CONTROLS FIRE PROTECTION LP AMOUNT: \$124,500.00	Resolution No.: 2022-24
	Date: March 24, 2022
	Initiator: Engineering & Project Development Department
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a contract to provide construction services for Project 19.12 – Woodhill Garage Sprinkler System Expansion.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The expansion of the Woodhill Garage Sprinkler System was recommended by the Authority's property insurance company. The work to be performed under this contract includes, but is not limited to, decommissioning and removal of the proprietary alarm system within the office in quadrant 17f-18; removal of the existing HFC-227EA fire suppression system within the same space; design and installation of an extension of the office space as well as two additional office spaces; installation of new piping, sprinkler heads and proprietary audible alarms; and replacement of gauges on four risers.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bids ("IFB") was posted on the GCRTA Procurement website and advertised in the local newspapers. One interested party downloaded the solicitation package. One responsive bid was received and opened on January 14, 2022, as follows:

Company Name	Total Base Bid
Johnson Controls Fire Protection LP	\$124,500.00


This IFB is a re-bid. In November 2021, GCRTA received two non-responsive bids on the previous solicitation. Ohio Revised Code Section 306.43(B) provides that in the case of a single bid being received, the Authority may negotiate the price with the vendor. Negotiations failed to achieve a price reduction from Johnson Controls Fire Protection LP. Johnson Controls Fire Protection LP is the sole provider of the Authority's existing proprietary alarm system and equipment, making it difficult to compete this work. The agreed upon price of \$124,500.00 is \$11,297.07, or 9.98%, greater than the Engineer's Estimate of \$113,202.93.

A cost analysis has been performed and the bid of Johnson Controls Fire Protection LP 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 7% DBE goal was established for this procurement. Johnson Controls Fire Protection, LP has committed to achieving the DBE participation goal through the utilization of North Electric (Hispanic-owned) in the amount of \$59,937.00 or 48%.
- 5.0 **POLICY IMPACT:** Does not apply.

- 6.0 ECONOMIC IMPACT: This procurement shall be payable through the RTA Capital Fund, Engineering & Project Development Department budget, including but not limited to, 100% Local funds for a total contract amount not to exceed \$124,500.00.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer may impact fire suppression at Woodhill Garage, as it would delay or prevent the expansion of the sprinkler system.
- 8.0 RECOMMENDATION: It is recommended that the bid of Johnson Controls Fire Protection LP be accepted and the resolution passed authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2022-24

AUTHORIZING CONTRACT NO. 2021-184 WITH JOHNSON CONTROLS FIRE PROTECTION LP FOR PROJECT 19.12 – WOODHILL GARAGE SPRINKLER SYSTEM EXPANSION, AS SPECIFIED AND AS REQUIRED, IN AN AMOUNT NOT TO EXCEED \$124,500.00 (RTA CAPITAL FUND, ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, as recommended by the Authority's property insurance company, the Authority deems it necessary to acquire construction services, as required, under Project 19.12 – Woodhill Garage Sprinkler System Expansion; and

WHEREAS, the single bid of Johnson Controls Fire Protection LP, located at 17295 Foltz Industrial Parkway, Strongsville, Ohio 44149, was received on January 14, 2022 in an amount not to exceed \$124,500.00; and

WHEREAS, the Authority proceeded to negotiate with the bidder, as permitted by Ohio Revised Code Section 306.43(B), but did not achieve a price reduction; and

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

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

Section 1. That the bid of Johnson Controls Fire Protection LP for Project 19.12 – Woodhill Garage Sprinkler System Expansion, 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 Johnson Controls Fire Protection LP for Project 19.12 – Woodhill Garage Sprinkler System Expansion.

Section 3. This procurement shall be payable through the RTA Capital Fund, Engineering & Project Development Department budget, including but not limited to, 100% Local funds for a total contract amount not to exceed \$124,500.00.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that Johnson Controls Fire Protection LP will attempt to exceed the 7% minimum DBE goal assigned to this procurement.

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

Adopted: March 29, 2022

President


Attest: _____
Secretary-Treasurer



Greater Cleveland
Regional Transit Authority

Interoffice Memo

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

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

Date: March 24, 2022

Subject: **Lease Renewal:** PNC Bank, NA – Parking Area at Puritas Rail Station
Lease Renewal: 2 Birds Shuttle and Detail, LLC – Parking Area at Puritas
Rail Station

Staff seeks authorization to renew both leases. Additional information was circulated to all Board members via separate email. These lease renewals require Board approval as both tenants remain in continuous use of Authority property for more than three years. Both tenants have remained in good standing with GCRTA since the inception of their tenancy. The lease renewals reflect current market conditions.

PNC Bank, a two year term with options for two renewal terms of one year each. Base rent is \$191,781.84 for the first year of the lease term, \$197,535.24 for a 3% increase the second year and rent of \$203,461.32 for the first option year and \$209,565.12 for a 3% increase the second option year.

2 Birds Shuttle and Detail, a two year renewal term at \$12,000 per year with no change from the current rent.

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

IB/JR



TITLE/DESCRIPTION: LEASE: LEASE AGREEMENT FOR LAND AT THE PURITAS - WEST 150 TH STREET RAPID TRANSIT STATION, 4200 WEST 150 TH STREET, CLEVELAND, OH 44135 LESSEE: PNC BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION TERMS: TWO YEAR TERM WITH OPTIONS FOR TWO RENEWAL TERMS OF ONE YEAR EACH. BASE RENT IS \$191,781.84 FOR THE FIRST YEAR OF THE LEASE TERM, \$197,535.24 FOR THE SECOND YEAR AND RENT OF \$203,461.32 FOR THE FIRST OPTION YEAR AND \$209,565.12 FOR THE SECOND OPTION YEAR	Resolution No.: 2022-25
	Date: March 24, 2022
	Initiator: Programming and Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution seeks approval for a renewal lease agreement with PNC Bank, National Association, a national banking association, for lease of GCRTA property at the Puritas – West 150th Rapid Transit Station for use as bank employee parking. The bank (or its predecessor) has leased the GCRTA property located at 4200 West 150th Street, Cleveland, Ohio 44135 continuously since 2002. The GCRTA property is adjacent to the bank's data and operations center located at 4100 West 150th Street.

The term is for two years with an option for renewal of two additional terms of one year each.

All insurance requirements, capital improvement and maintenance requirements are current. Annual Rent for the full term of the proposed lease agreement is as follows:

First Year	\$191,781.84
Second Year	\$197,535.24
Option Year 1	\$203,461.32
Option Year 2	\$209,565.12

2.0 **DESCRIPTION/JUSTIFICATION:** The Authority acquired the property from the City of Cleveland in 1975 pursuant to the Mass Transit System Transfer Agreement. The proposed leased premises have been under agreement with PNC Bank (or its predecessor) since 2002 for use as employee parking. As Lessee, PNC has complied with all terms and conditions of previous lease agreements.

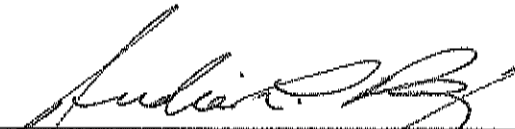
Staff is seeking approval for the lease renewal as Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority provides that the Board of Trustees must approve leases permitting continuous use of Authority property for more than 3 years.

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

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

- 5.0 **POLICY IMPACT:** The proposed lease renewal of this property is consistent with the Real Estate Policies of the GCRTA.
- 6.0 **ECONOMIC IMPACT:** The income from rent is \$191,781.84 for the first year of the lease term and is increased annually using a Consumer Price Index adjustment of 3.5% per year.
- 7.0 **ALTERNATIVES:** GCRTA can refuse to approve the lease agreement and seek a new tenant for the property. Additional costs would be incurred for maintenance of this property until a new tenant is secured.
- 8.0 **RECOMMENDATION:** Staff recommends the proposed renewal lease agreement for approval to the Board of Trustees.
- 9.0 **ATTACHMENT:** Draft Lease Agreement

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



General Manager, Chief Executive Officer

**LEASE AGREEMENT BETWEEN
THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
AND
PNC BANK, NATIONAL ASSOCIATION
FOR
PURITAS STATION
PAVED PARKING LOT**

THIS AGREEMENT ("Lease" or "Agreement"), is made and entered into at Cleveland, Ohio, as of the _____ day of _____, 2022, by and between the **Greater Cleveland Regional Transit Authority**, a political subdivision of the State of Ohio ("Lessor") whose mailing address is 1240 West 6th Street, Cleveland, Ohio 44113, and **PNC Bank, National Association**, a national banking association, ("Lessee"), whose mailing address is The Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, PA 15220-2401.

WHEREAS, Lessor is the owner of certain realty consisting of a paved parking lot located adjacent to the Puritas Rapid Transit Station in Cleveland, Ohio; and

WHEREAS, Lessee desires to lease such realty from Lessor, and Lessor desires to lease such realty to Lessee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. LEASED REALTY

Lessor leases to Lessee and Lessee leases from Lessor, subject to the terms and conditions of this Agreement, the realty located adjacent to Lessor's Puritas Rapid Transit Station parking lot at West 150th Street and designated on Exhibit "A" attached hereto and made a part hereof (the "Parking Lot").

Lessor's acquisition of the Parking Lot was originally funded, at least in part, with federal transportation grants. The Federal Transit Administration ("FTA") maintains an interest in the Parking Lot, in accordance with the annual Master Grant Agreement between Lessor and the FTA.

II. TERM

This lease supersedes any prior agreements between the parties, including but not limited to a Lease Agreement signed by the parties on December 1, 2002, a Lease

Agreement signed by the parties on June 3, 2008, an Amendment to Lease Agreement signed by the parties on March 30, 2015 and a Lease Agreement signed by the parties on May 1, 2015.

The initial term of this Lease is two (2) years, with an option of two (2) renewal terms of one (1) year each. The initial term begins on the 1st day of May 2022, and ends on the 30th day of April 2024. Each one (1) year renewal term will commence at the conclusion of the prior term and each renewal term will begin May 1st and end April 30th of each subsequent year, the last of which will be April 30, 2026. Lessor may exercise the option by written offer to Lessee at least 60 days prior to the expiration of the initial term. The renewal term will be governed by the same terms and conditions as the initial term, except for any base rent adjustment as provided below. In no event will this Lease extend beyond the renewal term.

Notwithstanding the above, either party may cancel this Lease at any time upon ninety (90) days written notice to the other party.

III. RENT

A. Base Rent

The Base Rent for the first year of this Lease is One Hundred Ninety One Thousand Seven Hundred Eighty One dollars and Eighty Four cents (\$191,781.84). Lessee must pay Lessor twelve (12) consecutive monthly rental instalments, as shown in the table below, on or before the first day of each month during the initial year and second year of this Lease. Payment in subsequent years of the first term will be that determined according to the Base Rent adjustment described in paragraph IV below. The monthly Base Rent will be paid in advance at the address specified below for Lessor, without prior demand and without any abatement, deduction or setoff. If the commencement date or expiration date occurs on a day other than the first or last day of a calendar month, then the monthly rent for the fractional month will be prorated on a daily basis using 365 days as the standard one-year term for the Lease and each subsequent renewal term. Rent will be adjusted at the beginning of the second year of the initial term and the option year, if exercised, by an increase of three (3%) percent over the previous year's rent, as set forth below. In no event will the yearly Base Rent of the initial year or any subsequent years be reduced.

Term	Base Rent	Monthly Installment
Initial Year – 05/01/2022 to 04/30/2023	\$191,781.84	\$15,981.82
Second Year – 05/01/2023 to 04/30/2024	\$197,535.24	\$16,461.27

Option 1 – 05/01/2024 to 04/30/2025	\$203,461.32	\$16,955.11
Option 2 – 05/01/2025 to 04/30/2026	\$209,565.12	\$17,463.76

B. Additional Rent

The realty is not presently subject to realty taxes, but if it becomes subject to realty taxes as the result of this Lease, Lessee shall pay such taxes as Additional Rent for the term of this Lease as they become due and payable. "Additional Rent" includes all monetary obligations, other than Base Rent, owed by Lessee and arising out of this Lease, the occupancy of the realty, or the exercise of rights or privileges derived from this Lease.

C. Late Payment

If Lessee fails to pay any Base Rent or Additional Rent on the date it is due and payable, such unpaid amounts will be subject to a late payment charge equal to ten percent (10%) of such amounts compounded daily. This late payment charge is intended to compensate Lessor for its additional administrative costs resulting from Lessee's failure, and has been agreed upon by Lessor and Lessee, after negotiation, as a reasonable estimate of the additional administrative costs, which will be incurred by Lessor as a result of Lessee's failure. The actual cost in each instance is extremely difficult, if not impossible, to determine. The late payment charge will constitute liquidated damages and will be paid to Lessor together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Lessor of any default by Lessee under this Lease. Lessee will pay legal interest to Lessor on past due amounts from the date on which they are due until the date on which they are paid in full with interest.

IV. BASE RENT ADJUSTMENT

The Base Rent shall be adjusted at the beginning of the second year of this Lease using a cumulative factor of three percent (3%). This new cumulative Base Rent is to be paid starting at the beginning of each lease year that rent is adjusted. Rent shall be adjusted in each option year using a cumulative factor of three percent (3%). In no event will the yearly Base Rent of the initial year or any subsequent years be reduced.

V. USE; NON-ASSIGNABILITY

The Parking Lot will be used by Lessee as a parking lot for vehicles owned by persons working at or visiting Lessee's business offices located next to the Parking Lot, and will not be used for any other purpose without the prior written consent of Lessor.

Lessee's use of the Parking Lot shall not, for any reason, interfere with Lessor's use of the RTA Parking or Lessor's adjacent property.

Lessee may not assign this Lease or sublet any part of the Parking Lot without prior written consent of the Lessor. Any assignment or subletting of the Leased property without the Lessor's written consent will be considered a breach of the terms of this agreement, which could result in the immediate termination of this agreement and damages due to the Lessor.

Lessee will recommend, encourage and facilitate its employees and visitors to use Lessor's public transportation services through a variety of incentive programs developed by Lessor.

VI. CONDITION AND MAINTENANCE OF REALTY

LESSEE ACCEPTS THE PARKING LOT IN AN "AS IS" CONDITION WITHOUT WARRANTIES BY LESSOR OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

Lessee agrees to maintain the Parking Lot in good repair at all times, and will operate the Parking Lot in compliance with all applicable federal and state laws and municipal ordinances. Lessee will keep and maintain the Parking Lot in a clean condition; will not permit any noxious odors or hazards, or toxic or dangerous substances to be placed on the Parking Lot by Lessee and its employees and agents. Lessee shall indemnify and save Lessor harmless from and against any clean-up costs, remedial or restoration work, claims, judgments, damages, penalties, fines, costs, liabilities or losses, including limitation, diminution in value of the realty, damages for the loss or restriction on use of any part of the realty, and attorneys', consultants' and experts' fees, which arise during or after the term of this Lease to the extent caused by any hazardous or toxic substances being generated or disposed of in or on, or brought to, the realty by Lessee or Lessee's agents, officers, employees or invitees. Lessee will return the Parking Lot to Lessor at the end of the term in the same condition as when received, except for reasonable wear and tear. Lessee will maintain the landscaping, lighting, snow plowing, drain cleaning, and other necessary maintenance upon the Parking Lot. Lessee will maintain fencing upon the Parking Lot, which conforms in appearance to the fencing presently located upon Lessor's adjacent realty. Lessee will not make any changes to the Parking Lot without the prior written consent of Lessor. Any changes, including fencing, will at the option of Lessor be removed or remain a part of the Parking Lot at the end of the term of this Lease.

Anything above to the contrary notwithstanding, necessary maintenance upon

the Parking Lot by Lessee shall at a minimum include, but shall not be limited to:

In the first year of the lease term (2022) and the first option year (2024)

ENTIRE PARKING LOT:

Step One: Clean and crack fill all cracks, pavement /curb joints with hot-applied material meeting the American Society for Testing and Materials (ASTM) specification D6690-07.

Step Two: Seal with two (2) coats of coal-tar sealant meeting Federal specification RP-355E "forty-seven percent (47%) minimum solids content at application" with sand added for traction.

Step Three: Restripe with alkyd yellow paint according to the Ohio Department of Transportation (ODOT) 641.

All plans and materials must be submitted to Lessor for approval prior to commencement of work. Lessor shall notify Lessee on schedule for performing work.

The provisions of this section VI shall survive the early termination or expiration of this Lease.

VII. ACCESS; SECURITY

A. Egress and Ingress

Lessor agrees to allow the Lessee the use of the Puritas Rapid Transit Station access roadway for egress and ingress to the leased parking area. The cost of maintenance of the access drive from the Puritas Rapid Transit Station access roadway into the parking lot shall be borne solely by the Lessee.

B. Right of Access

Nothing contained in this Lease Agreement shall be construed to restrict Lessor's right to access the Parking Lot as necessary for transit-related purposes and for maintenance or repairs of the Parking Lot.

Lessor reserves a right of access to the Parking Lot for its invitees' parking of vehicles during weekdays, evenings and weekends, which right can be exercised by Lessor giving at least seventy-two (72) hours advance notice to Lessee. Lessee's fence will have a gate on the south or east side of the Parking Lot for access by Lessor's

invitees and another gate on the north side of the Parking Lot for access by Lessee's invitees. Lessee will keep the south or east gate locked during periods when the Parking Lot is being used by its invitees and the north gate locked during periods when the Parking Lot is being used by Lessor's invitees. Each party will post a sign near its access gate informing users of the Parking Lot of the period during which its gate will be locked.

C. Security

Lessor is responsible for security of the Parking Lot during the periods it has given notice to Lessee that it is exercising its option of use, and Lessee is responsible for security of the Parking Lot at all other times.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

To the fullest extent permitted by law and to the full extent of Lessee's intentional, reckless or negligent acts or omissions, Lessee shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the 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 intentional, reckless or negligent acts or omissions, or the acts or omissions of any person or contracted entity directly or indirectly employed or contracted by Lessee incurred in connection with or arising from the performance of this Lease Agreement, including but not limited to: (a) the use or occupancy of the Parking Lot by Lessee or any person claiming under Lessee; (b) any activity, work, or thing done, or permitted or suffered by Lessee in or about the Parking Lot; (c) any acts, omissions, or negligence of Lessee or any person claiming under Lessee, or the, agents, employees invitees or visitors of Lessee or any such person; (d) any breach, violation, or nonperformance by Lessee or any person claiming under Lessee of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind. If any action or proceeding is brought against Lessor, its employees, or agents because of any such claim, Lessee, upon notice from Lessor, will defend the claim at Lessee's expense with counsel reasonably satisfactory to Lessor.

In the event of negligence or intentional acts or omissions by more than one entity, responsibility for such negligence or intentional acts or omissions will be allocated in accordance with the proportionate share of such entity(ies)' negligence or intentional acts or omissions. 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.

Lessor will hold harmless Lessee, its agents, and employees from any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses incurred by Lessor in connection with or arising from: (a) any acts, omissions, or negligence of Lessor during periods of actual use of the Parking Lot; and (b) any breach, violation, or nonperformance by Lessor of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind.

B. Insurance

Lessee shall obtain and maintain for the life of this contract the following minimum insurance coverage. Such insurance shall protect the Lessee from claims which may arise out of or result from the Lessee's operations under the Contract and for which the Lessee may be legally liable, whether such operations be by the Lessee or by a Sub-lessee or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable. Further, Lessee agrees to utilize the insurance requirements contained in Exhibit "B" with regard to any contractors that perform any of the maintenance described elsewhere in this Lease.

Approval by the Lessor: Approval of the insurance by the Lessor shall not relieve or decrease the liability of the Lessee hereunder. It is to be understood that the 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 as such insurance is cancelled for any reason, the Lessor shall have right but not the duty to procure the same, and costs thereof shall be deducted from monies then due or thereafter to become due to the Lessee.

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

- 1. Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$5,000,000 annual aggregate. Policy to include:
 - Contractual liability coverage insuring the "hold harmless" provision.
 - Lessor will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.
 - Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 5 years from the date of final payment.

2. **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
3. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract 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 a. above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
4. **General Requirements:** The Lessee shall not commence work herein 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).***

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.

The certificate shall provide the following:

- a. The policy shall be written on an occurrence basis. If any insurance specified above is written on an "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Lessee shall:
 - Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the Lessee or any work beginning under the contract.
 - 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
 - If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Lessee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- b. Name the Lessor as an additional insured for all liability coverage under a. and b. above for claims arising out of operations in conjunction with the contract
- c. Contain a waiver of subrogation in favor of the Lessor.

- d. Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Lessor.
- e. Contain a specific reference to the subject contract.
- f. Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- g. 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 Director of Procurement.
- h. 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.

IX. GOVERNING LAW; NOTICES

This Agreement is governed by, construed and enforced in accordance with the laws of the State of Ohio. Any notice concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party set forth below:

If to Lessor: Greater Cleveland Regional Transit Authority
Attention: Property Manager
1240 West 6th Street
Cleveland, Ohio 44113-1331

If to Lessee: PNC Bank, National Association
C/o PNC Realty Services
The Tower at PNC Plaza - 22nd Floor
300 Fifth Avenue
Pittsburgh, PA 15222-2401
PT-PTWR-22-1
Attn: Transaction Manager

COPY TO:

PNC Bank, National Association
Legal Division
1600 Market Street – 8th Floor
Philadelphia, PA 19103

Attn: Michael G. Balent, Esq., Chief Counsel

Additionally, please direct all rent related correspondence to:

PNC Bank, National Association
C/o PNC Realty Services
The Tower at PNC Plaza - 22nd Floor
Attn: Rent Payment Coordinator
300 Fifth Avenue
Pittsburgh, PA 15222-2401
Email - RSRentPaymentswest@pnc.com

X. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind before the date of this Agreement will not be binding upon either party, except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if evidenced in writing, signed by each party.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, each party to this Agreement has executed it at Cleveland, Ohio, on the dates indicated below.

Lessor: **GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY**
1240 West 6th Street
Cleveland, Ohio 44113-1331

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

Date: _____, 2022

APPROVED AS TO LEGAL FORM

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

Lessee: **PNC Bank, National Association**

By: _____

Print Name: _____

Title: _____

Date: _____, 2022

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a notary public in and for said County and State, came the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio, by India L. Birdsong, General Manager, Chief Executive Officer, who acknowledged that she did execute the foregoing instrument on behalf of said Authority; that the same is her free act and deed as such officer; and the free act and deed of the Authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA) SS.:
COUNTY OF ALLEGHENY)

On the ____ day of _____ 2022, before me, the undersigned, personally appeared _____, who acknowledged himself/herself to be the Vice President of PNC Bank, National Association, the national banking association named in the foregoing instrument and being personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Vice President on behalf of the national banking association.

Notary Public

My Commission Expires: _____

EXHIBIT "B"

Lessee shall require its contractor to purchase and maintain from the date of commencement of the work until the date such work is completed the following minimum insurance coverages. Such insurance shall protect Lessee from claims which may arise out of or result from the Lessee's operations in conjunction with this Lease and for which the Lessee may be legally liable, whether such operations be by Lessee or by a contractor or by anyone employed directly or indirectly by either of them, or by anyone for whose acts either of them may be liable.

1. **Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$5,000,000 annual aggregate. Policy to include:
 - Contractual liability coverage insuring the "hold harmless" provision.
 - Lessor will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.
 - Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 5 years from the date of final payment.
2. **Business Automobile Liability (BAL) Insurance** in the amount of \$1,000,000.00 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
3. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract 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 a. above. In Ohio, a copy of a certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
4. **General Requirements:** The Lessee shall not commence work herein 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).***

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.

The certificate shall provide the following:

- a. The policy shall be written on an occurrence basis. If any insurance specified above is written on an "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Lessee shall:
 - Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the Lessee or any work beginning under the contract.
 - 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
 - If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Lessee shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
 - b. Name the Lessor as an additional insured for all liability coverage under a. and b. above for claims arising out of operations in conjunction with the contract
 - c. Contain a waiver of subrogation in favor of the Lessor.
 - d. Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Lessor.
 - e. Contain a specific reference to the subject contract.
 - f. Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
 - g. 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 Director of Procurement.
 - h. 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.
5. In the event Lessee neglects, refuses or fails to provide the insurance required above, or if such insurance is canceled for any reason, Lessor shall have the right but not the duty to procure the same, and cost thereof shall be considered Additional Rent under Section III.B of the Agreement.

RESOLUTION NO. 2022-25

AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION FOR PROPERTY AT THE PURITAS - WEST 150TH STREET RAPID TRANSIT STATION, LOCATED AT 4200 WEST 150TH STREET, CLEVELAND, OHIO 44135, FOR A RENEWAL TERM OF TWO YEARS WITH OPTIONS FOR TWO RENEWAL TERMS OF ONE YEAR EACH

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of land and facilities located at 4200 West 150th Street, Cleveland, Ohio 44135, which is a portion of the property known as the Puritas-West 150th Street Rapid Transit Station (the "Property"); and

WHEREAS, the Property was acquired by the Authority on September 5, 1975 for the operation of the regional transit system; and

WHEREAS, a portion of the Property has been leased to PNC Bank, National Association, or its predecessor bank, since December 1, 2002 for use as bank employee parking; and

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

WHEREAS, Federal Transit Administration ("FTA") Circular 5010.1E authorizes the Authority to renew existing leases at rates and conditions based on current fair market values for comparable properties and the Authority's staff has determined the new lease terms and conditions to be representative of fair market values for comparable properties in northeast Ohio; and

WHEREAS, PNC Bank, National Association intends to operate and maintain the Property, agrees to perform all necessary capital improvements and agrees to maintain the Property in a clean, safe and attractive condition, which represents additional compensation for lease of the Property; and

WHEREAS, the Authority intends to offer PNC Bank, National Association a lease renewal for a term of two years at \$191,781.84 for the first year of the lease term and \$197,535.24 for the second year of the lease term and two extension options at \$203,461.32 for the first option year and \$209,565.12 for the second option year; and

WHEREAS, PNC Bank, National Association has remained a tenant in good standing with the Authority for the entire term of previous lease agreements.

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 PNC Bank, National Association for a renewal term of two years and to execute two options of one year each at \$191,781.84 for the first year of the lease term and \$197,535.24 for the second year of the lease term and \$203,461.32 for the first option year and \$209,565.12 for the second option year on a portion of the property located at the

Puritas-West 150th Street Rapid Transit Station, 4200 West 150th Street, Cleveland, Ohio 44135 and further known as Cuyahoga County Permanent Parcel Number 027-19-002 (the "Property").

Section 2. That the rent of \$191,781.84 for the first year, and \$197,535.24 for the second year, and \$203,461.32 for the first option year, and \$209,565.12 for the second option year along with PNC Bank, National Association's agreement to perform all necessary capital improvements and to maintain the Property in a clean, safe and attractive condition represents fair compensation for the lease of Property, as determined by a survey of comparable properties in northeast Ohio as verified by the Authority's staff.

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

Adopted: March 29, 2022

President

Attest: _____

Secretary Treasurer



TITLE/DESCRIPTION: LEASE: LEASE AGREEMENT FOR LAND ADJACENT TO THE PURITAS-WEST 150 TH STREET RAPID TRANSIT STATION, 4200 WEST 150 TH STREET, CLEVELAND, OH 44135 LESSEE: 2 BIRDS SHUTTLE AND DETAIL, LLC, AN OHIO LIMITED LIABILITY COMPANY TERMS: TWO YEAR RENEWAL TERM AT \$12,000 PER YEAR	Resolution No.: 2022-26
	Date: March 24, 2022
	Initiator: Programming and Planning
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This resolution seeks approval for a renewal lease agreement with 2 Birds Shuttle and Detail LLC, an Ohio limited liability company, for the operation of an airport shuttle service and auto detail center. The property is a surplus parking area at the Puritas-W 150th Rapid Transit Station at 4200 West 150th Street, Cleveland, OH 44135. The renewal term is for two years with no extension option. GCRTA reserves the right to cancel the lease at any time and for any reason.

2.0 **DESCRIPTION/JUSTIFICATION:** The Authority acquired this property in 1975 as part of the Mass Transit System Transfer Agreement creating GCRTA. The portion of the property proposed for lease renewal was a surplus parking area not used for GCRTA operations. The tenant has occupied the property since March of 2020 and has satisfactorily improved, and maintained the property. All insurance requirements and compliance with the terms and conditions of the current lease agreement have been met. The tenant remained in good standing with GCRTA throughout the term of the initial lease agreement.

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

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

4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** The initial lease agreement and renewal are proactive efforts to promote and advance the Disadvantaged Business Enterprise Program goals of GCRTA as the Lessee is a qualified DBE.

5.0 **POLICY IMPACT:** The proposed lease renewal is consistent with the Real Estate Policies of the GCRTA.

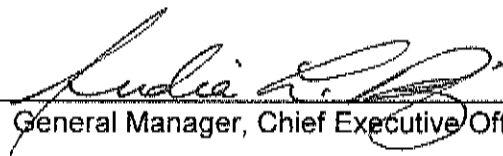
6.0 **ECONOMIC IMPACT:** The income from rent of \$12,000.00 per year reduces the operating and maintenance costs at the Puritas Road-West 150th Street Rapid Station.

7.0 **ALTERNATIVES:** The GCRTA can refuse to renew the lease agreement and seek a new tenant for the property or close this amenity and incur additional costs for maintaining the property.

8.0 RECOMMENDATION: Staff recommends the proposed renewal lease agreement for approval to the Board of Trustees.

9.0 ATTACHMENT: Draft Lease Agreement.

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



Audia R. B.

General Manager, Chief Executive Officer

LEASE BETWEEN

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

AND

2 BIRDS SHUTTLE AND DETAIL LLC

This Lease is made and entered into as of this ____ day of March, 2022 ("Effective Date"), by and between the **2 Birds Shuttle and Detail LLC**, an Ohio limited liability company whose principal business office is located at 19540 Puritas Avenue, Cleveland, OH 44135 ("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. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the land adjacent to the Puritas – West 150th Rapid Transit Station, in the City of Cleveland, Cuyahoga County, Ohio, and identified on the document attached hereto and marked as **Exhibit "A"** ("Premises").
2. The term of the Lease shall be for a period of two (2) years, beginning on March 1, 2022 (the "Commencement Date") and terminating on February 29, 2024. Notwithstanding anything contained herein, Lessor reserves the right to cancel the Lease at any time and for any reason.
3. Lessee shall pay to Lessor the monthly rent stated in **Exhibit "B"** attached hereto and made part hereof in equal consecutive monthly installments on or before the first day of each month during the term of this Lease (the "Base Rent").
4. The Base Rent is to be adjusted in accordance with **Exhibit "B"** attached.
5. If the Lessee fails to pay any Base Rent on the date it is due and payable, such unpaid amount shall be subject to a late payment charge of One Hundred Dollars (\$100.00).
6. Lessee may use and occupy the land described in **Exhibit "A"** solely for operating a parking, airport shuttle and auto detail center on a for profit basis. The parking, and airport shuttle and auto detail center must be accessible to the public. Lessor and Lessee agree this Lease does not create a permanent use but that the parking, airport shuttle and auto detail center 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.
7. The parking, shuttle and auto detail center shall be fenced around the perimeter with multiple secured gated entrances. Landscaping, site lighting and signage approved by the Lessor and the City of Cleveland may be installed. The fence, all gates, and all improvements shall be maintained in a good state of repair at all times.

8. 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.
9. Within fifteen (15) days from the Commencement Date of this Lease, Lessee shall prepare and deliver to Lessor detailed plans and specifications of the improvements to the Premises to be constructed by Lessee in compliance with **Exhibit "C"** attached hereto and made a part hereof. Within fifteen (15) days following Lessor's receipt of Lessee's plans and specifications, Lessor shall notify Lessee whether Lessee's plans and specifications are acceptable to Lessor. If Lessee's plans and specifications are not acceptable to Lessor, Lessor will advise Lessee of the required modifications to Lessee's plans and specifications. Lessee shall modify and deliver to Lessor its revised plans and specifications within five (5) days from receipt of Lessor's required modifications. Lessor and Lessee will continue this process until Lessor has approved Lessee's plans and specifications ("Lessee's Work"). Within ten (10) days from receipt of Lessor's approval of Lessee's plans and specifications, Lessee will apply for any and all permits and other governmental approvals necessary to perform Lessee's Work and Lessee will diligently pursue such application(s) until approved. Lessee shall not modify Lessee's plans and specifications approved by Lessor without Lessor's prior written consent. Upon Lessor's delivery of the Premises, and provided Lessor has approved Lessee's plans and specifications, or upon Lessor's approval of Lessee's plans and specifications, whichever is later, Lessee will commence construction of Lessee's Work in accordance with the plans and specifications approved by Lessor. If Lessee has not complied with each of the foregoing conditions, Lessor may, in its sole and absolute discretion, reasonably control Lessee's access to the Premises to the extent Lessor deems necessary without such actions affecting the term of this Lease as set forth in paragraph 2 of this Lease. Lessee will complete construction of Lessee's Work prior to occupancy or use by the public. Lessee must receive Lessor's consent and the approval of the City of Cleveland to its signage plans and specifications prior to installation of Lessee's signage upon the Premises. Lessee shall perform all work associated with the granting of this Lease at its sole cost and expense.
10. Lessee shall be responsible for the maintenance of the parking, airport shuttle and auto detail center constructed on the Premises and shall maintain said Premises in a clean, safe, and attractive condition. Lessee shall keep and maintain the Premises and any fixtures, facilities, or equipment therein, in good condition and repair. Lessee shall be responsible for cleaning, repairing and remediating all portions of the Premises. Lessee shall be responsible for all security required to operate this business on the Premises.
11. 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.
12. 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.
13. 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 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 and WHERE 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.

14. 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 13 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 herein, 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 this Lease or any work beginning under this Lease.
 - (b) Maintain and provide evidence of similar insurance for at least three (3) years following the termination of this Lease, 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 Effective Date of this Lease, 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.

- 15. Lessee agrees that all construction and maintenance activities permitted or required hereunder will be performed by its own employees or a contractor of Lessee. If any such activities are to be performed by other than employees of Lessee, then Lessee will so advise Lessor and Lessee's contractor(s) will have to obtain and maintain insurance in the amounts specified above. Lessor shall be an additional named insured on such policies and evidence of said coverage must be presented to the Lessor before any work is permitted to begin.
- 16. 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 2 Birds Shuttle and Detail Center and the Premises in accordance with all laws of the State of Ohio and local ordinances.
- 17. 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: Greater Cleveland Regional Transit Authority
1240 West 6th Street
Cleveland, Ohio 44113
Attn: Property Manager

Lessee: 2 Birds Shuttle and Detail Center, LLC
19540 Puritas Ave., Cleveland, Ohio 44135
Attn: Anthony Russell

- 18. 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.
- 19. This Lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind prior to 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.
- 20. Each Exhibit referenced in, and attached to, this Lease is incorporated in this Lease by such reference as if fully rewritten in herein.
- 21. 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 One Thousand Five Hundred Dollars (\$1,500.00) 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.

22. 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.

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

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

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

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

Approved as to Legal Form:

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

LESSEE: 2 Birds Shuttle and Detail, LLC
19540 Puritas Ave.
Cleveland, Ohio 44135

By: _____
Anthony Russell, Manager

EXHIBIT "A"

(THE PREMISES)

EXHIBIT "B"

RENT PAYMENT

Term	Monthly Base Rent	Total Rent
YEAR 1:	\$1,000.00/Month	\$12,000.00
YEAR 2:	\$1,000.00/Month	\$12,000.00

EXHIBIT "C"

TENANT'S WORK

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

RESOLUTION NO. 2022-26

AUTHORIZING A LEASE AGREEMENT WITH 2 BIRDS SHUTTLE AND
DETAIL, LLC FOR PROPERTY AT THE PURITAS-WEST 150TH STREET
RAPID TRANSIT STATION LOCATED AT 4200 WEST 150TH STREET,
CLEVELAND, OHIO 44135, FOR A RENEWAL TERM OF TWO YEARS AT
\$12,000.00 PER YEAR

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of the land and facility located at 4200 West 150th Street, Cleveland, Ohio 44135, which is a portion of the property known as the Puritas-West 150th Street Rapid Transit Station (the "Property"); and

WHEREAS, the Property was acquired by the Authority on September 5, 1975 as authorized by the Mass Transit System Transfer Agreement of 1975; and

WHEREAS, the Property has been leased to 2 Birds Shuttle and Detail, LLC, an Ohio limited liability company, for the past two years for the operation of an airport shuttle service and auto detail center; and

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

WHEREAS, the Authority's staff has determined the new lease terms and conditions to be representative of fair market value for comparable properties and compliant with the program goals of the Authority's Disadvantaged Business Enterprise Program; and

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

WHEREAS, 2 Birds Shuttle and Detail, LLC intends to continue to operate and maintain the property in a clean, safe and attractive condition, which represents additional compensation for leasing the Property; and

WHEREAS, 2 Birds Shuttle and Detail, LLC has remained a tenant in good standing throughout the term of the initial lease agreement; and

WHEREAS, the Authority intends to offer 2 Birds Shuttle and Detail, LLC a lease renewal for the Property for a term of two years at \$12,000.00 per year and the Authority reserves the right to cancel the lease agreement 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 2 Birds Shuttle and Detail, LLC for a renewal term of two years at \$12,000.00 per annum for a portion of the property located at the Puritas-West 150th Street Rapid Transit Station, 4200 West 150th Street, Cleveland, Ohio 44135 and further known as Cuyahoga County Permanent Parcel Number 027-19-002 (the "Property").

Section 2. That the rent of \$12,000.00 per year along with 2 Birds Shuttle and Detail, LLC's agreement to perform all necessary capital improvements and to maintain the property in a clean, safe and attractive condition represents fair compensation for leasing the Property, as determined by survey of comparable properties in northeast Ohio and verified by the Authority's staff.

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

Adopted: March 29, 2022

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: APPROVING THE 2022 INTERNAL AUDIT PLAN	Resolution No.: 2022-27
	Date: March 24, 2022
	Initiator: Internal Audit
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 approve the 2022 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").

2.0 DESCRIPTION/JUSTIFICATION: Standard 2010, Planning, of the Institute of Internal Auditors' ("IIA") International Professional Practice Framework provides that "the 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 "to 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 scheduled, and formulation of the annual plan. Per the professional standards, Internal Audit considered feedback from the Board of Trustees, the General Manager, CEO, executive management and others. After Internal Audit met with the General Manager, CEO and each member of the executive management team 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.

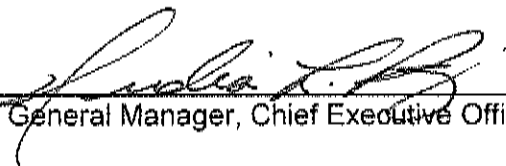
4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.

5.0 POLICY IMPACT: Adoption of the resolution will result in the Authority having a 2022 Internal Audit Plan approved in accordance with the Authority's Bylaws, Code and the Planning standard of the IIA.

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 2022.
- 8.0 RECOMMENDATION: On March 8, 2022 the Audit, Safety Compliance and Real Estate Committee reviewed and discussed the 2022 Internal Audit Plan and referred it to the full Board. It is recommended that the resolution be adopted, approving the 2022 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. 2022-27

APPROVING THE 2022 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") requires the Executive Director of Internal Audit to submit, at least annually, to the General Manager, CEO, 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 requires the Executive Director of Internal Audit to communicate to the General Manager, CEO, 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 2022, consulted with and considered feedback from the Board of Trustees, the General Manager, CEO 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 2022 Internal Audit Plan to the General Manager, CEO and executive management; and

WHEREAS, the Executive Director of Internal Audit hereby submits the 2022 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 2022 Internal Audit Plan ("Plan"), which is substantially in the form of the attachment hereto, has been reviewed and is approved and the Executive Director of Internal Audit is hereby directed to inform the Board of Trustees, General Manager, CEO and executive management of any significant interim changes to the Plan.

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

Attachment: 2022 Audit Plan

Adopted: March 29, 2022

President

Attest: _____
Secretary-Treasurer

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INTERNAL AUDIT DEPARTMENT QUARTERLY REPORT
OCTOBER 1, 2021 THROUGH DECEMBER 31, 2021**

2022 (PROPOSED) INTERNAL AUDIT PLAN

Project	Budgeted Hours	Success Outcome(s)
<u>COVID-19 Activities</u>		
American Rescue Plan – Federal Grant	80	I,II,III
<u>Consulting Projects</u>		
Audit Management System Replacement	200	IV
Data Analytics	160	II,III
Fraud Risk Assessment	240	II,III,IV
IPPF – Internal/External Assessment	240	IV
Third-Party Risk Assessment	240	I,III
<u>Continuous Auditing</u>		
Accounts Payable	200	II,III
Accounts Receivable	200	II,III
Nepotism	160	IV
Payroll	240	III,IV
Paratransit Eligibility/Certification	160	I,II
Purchasing Card Expenses	160	III,IV
Revenue Collection	160	III
<u>Contract Audits</u>		
ATU Contract Implementation	160	III,IV
Advertising Agency	160	I,II,III,IV
Compressed Natural Gas Vehicle Replacement	160	I,II,III
Common Area Maintenance - Tower City	200	III
Compensation Study	200	I,II,III
Hayden Garage Roof Replacement	200	I,IV
Health Care Expenses	240	III
Heavy Rail Motor Overhaul	160	I,II,III
Heavy Rail Vehicle Replacement	500	I,II,III
Laptop Replacement Program	240	III,IV
Main Office Building HVAC Replacement	200	III,IV
Revenue-generating Advertising	200	I,II,III
Tower City East Portal Rehabilitation	200	I,II
Viaduct Rehabilitation	200	I,II
<u>External Audits</u>		
Financial Audit Support	160	II,III
Federal Transit Administration - Triennial Review	100	II,III
Public Transit Agency Safety Plan	340	I,II
System Security Plan	200	I,II

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INTERNAL AUDIT DEPARTMENT QUARTERLY REPORT
OCTOBER 1, 2021 THROUGH DECEMBER 31, 2021**

2022 (PROPOSED) INTERNAL AUDIT PLAN

Information Technology Audits

Change and Patch Management	160	III,IV
Consolidated Train Dispatch System	160	I,III,IV
Cyber Liability/Testing	160	III,IV
Disaster Recovery	200	I,III,IV
Information Technology Governance	240	III,IV
Maintenance-Management System Upgrade	200	III,IV
Operator Time & Attendance System Upgrade	200	III,IV
Oracle System Upgrade/Migration	400	III,IV
RiskMaster/Oracle Interface	160	III
Transit Police Body Cameras	200	I,II,IV

Internal Audits

Absence Control - FMLA	200	III,IV
Accrued Leave	160	III,IV
Blank Ticket Stock	160	III
Cash Collections Sites	160	III,IV
Customer Service Center - Tower City	160	II,III
Fare Media Inventory/Distribution	200	III
Federal Infrastructure Grant	160	I,II,III
Hiring Practices	240	IV
Overtime	200	I,III,IV
Parts Inventory - Cycle Counting	200	III
Petty Cash	100	III
Records Retention	160	III
Scorecard Data/Information	160	I,II,III,IV
Travel Reimbursement	120	III

Revenue Collection Audits

Fare Collection Contract/Controls	200	I,III
Mobile Revenue Pass Collections	200	I,III

Special Requests & Emerging Issues 2000

Success Outcomes

- I. Customer Experience
- II. Community Value
- III. Financial Sustainability
- IV. Employee Engagement

"The chief audit executive must establish a risk-based plan to determine the priorities of the internal audit activity, consistent with the organization's goals" - Institute of Internal Auditing Standards – Planning 2010.



TITLE/DESCRIPTION: APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH ATU, LOCAL 268	Resolution No.: 2022-28
	Date: March 24, 2022
	Initiator: Human Resources
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

- 1.0 PURPOSE/SCOPE: This action will approve a new three-year Collective Bargaining Agreement (CBA) with Local 268 of the Amalgamated Transit Union (ATU, Local 268). The term of the new agreement will be from August 1, 2021 through July 31, 2024. The new agreement describes the "Conditions of Employment" for GCRTA employees covered by ATU, Local 268 bargaining unit, which generally includes bus and train operators; station attendants; mechanics and other maintenance employees; first-line supervisors; various clerical and administrative personnel; and various other miscellaneous positions. Employees covered by this new agreement number approximately 78% of the GCRTA's 2,100 currently active positions.
- 2.0 DESCRIPTION/JUSTIFICATION: The previous CBA with ATU, Local 268, expired at midnight on July 31, 2021 and continued in effect until this new agreement was negotiated. Negotiations for a new agreement commenced in July of 2021. Numerous joint bargaining sessions occurred during July 2021 and February 2022 between representatives of ATU, Local 268 and the GCRTA. These negotiations culminated in a tentative agreement being reached between the parties on February 16, 2022, for a new three-year CBA. The agreement was approved by union membership on March 15, 2022.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: The subject action has important policy implications, principally in the areas of cost control and service quality.
- 6.0 ECONOMIC IMPACT: The estimated costs and savings associated with the major economic provisions of the new agreement will be provided to the Board of Trustees.
- 7.0 ALTERNATIVES: Not approve the new three-year agreement as proposed. Management would be required to direct the staff to return to the bargaining table with ATU, Local 268, to seek further changes or revisions or go to Fact Finding through the State Employee Relations Board (SERB.)
- 8.0 RECOMMENDATIONS: It is recommended that the Board of Trustees approve the proposed new three-year labor agreement with ATU, Local 268.
- 9.0 ATTACHMENTS: None

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


General Manager, Chief Executive Officer

RESOLUTION NO. 2022-28

APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT COVERING CONDITIONS OF EMPLOYMENT WITH LOCAL 268 OF THE AMALGAMATED TRANSIT UNION

WHEREAS, the previous Collective Bargaining Agreement between Local 268 of the Amalgamated Transit Union and the Greater Cleveland Regional Transit Authority (GCRTA), established on August 1, 2019, expired at midnight on July 31, 2021 but continued in effect until a new agreement was negotiated; and

WHEREAS, collective bargaining between representatives of Local 268 of the Amalgamated Transit Union and representatives of the GCRTA has produced a new Collective Bargaining Agreement covering the period from August 1, 2021 through July 31, 2024; and

WHEREAS, the members of Local 268 of the Amalgamated Transit Union have approved the new successor Collective Bargaining Agreement.

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

Section 1. That the Collective Bargaining Agreement for employees represented by Local 268 of the Amalgamated Transit Union be and it is hereby amended by incorporating the changes, modifications, additions and deletions as negotiated by the representatives of ATU, Local 268 and the GCRTA, to become effective retroactive to August 1, 2021 and continue through July 31, 2024.

Section 2. That said agreement will be funded through the General Fund.

Section 3. That the Collective Bargaining Agreement, as amended, be and hereby is approved, and the General Manager, Chief Executive Officer is authorized to execute said agreement.

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

Adopted: March 29, 2022

President

Attest: _____
Secretary-Treasurer

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND
 FOR THE PERIOD ENDED FEBRUARY 28, 2022 AND FEBRUARY 28, 2021

	CURRENT MONTH	PRIOR YR MONTH	VARIANCE	%CHANGE	CURRENT % OF TOTAL	2022 YTD	2021 YTD	VARIANCE	%CHANGE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 655,400	\$ 580,895	\$ 74,505	12.83%	2.85%	\$ 1,296,278	\$ 1,225,801	\$ 70,477	5.75%	2.75%
PASS/TICKET SALES	519,004	426,718	92,286	21.63%	2.16%	1,027,956	847,887	180,069	21.24%	2.18%
CMISD - STUDENT FARECARDS	342,961	10,130	332,831	-	1.49%	\$ 351,199	13,523	337,676	-	0.75%
U-PASS	808,870	11,000	797,870	-	3.52%	\$ 806,870	11,000	797,870	-	1.72%
MOBILE TICKETING	397,904	290,507	107,397	36.97%	1.73%	\$ 763,885	\$ 604,760	159,125	26.31%	1.62%
SUBTOTAL PASSENGER FARES	2,724,139	1,319,259	1,404,889	106.49%	11.85%	4,248,188	2,702,971	1,545,217	57.17%	9.02%
OPERATING SUBSIDIES:										
SALES & USE TAX	19,659,024	17,982,388	1,676,716	9.32%	85.51%	\$ 40,543,181	\$ 36,493,062	4,050,119	11.10%	86.69%
SUBTOTAL OPERATING SUBSIDIES	19,659,024	17,982,388	1,676,716	9.32%	85.51%	40,543,181	36,493,062	4,050,119	11.10%	86.69%
OTHER REVENUE:										
ADVERTISING/CONCESSIONS/COMMISSIONS	363,932	98,215	265,717	-	1.58%	\$ 1,445,363	\$ 211,598	1,233,765	-	3.07%
NAMING RIGHTS LESS COMMISSIONS	-	-	-	-	0.09%	\$ 179,429	-	179,429	-	0.38%
RENTAL INCOME	23,066	47,889	(24,823)	(51.83%)	0.10%	\$ 52,474	\$ 74,997	(24,523)	(32.70%)	0.11%
INTEREST INCOME	3,872	8,709	(4,837)	(55.54%)	0.02%	\$ 6,738	\$ 19,270	(12,532)	(65.03%)	0.01%
OTHER	15,243	4,774	10,469	-	0.07%	\$ 34,429	\$ 27,199	7,239	26.58%	0.07%
SUBTOTAL OTHER REVENUE	406,113	159,587	246,526	154.48%	1.77%	1,716,433	333,064	1,383,369	415.35%	3.64%
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUEL/CNG/PROPANE TAX REFUNDS	125,108	-	125,108	-	0.54%	\$ 463,641	\$ 315,545	148,096	46.93%	0.98%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	1,785	13,112	(11,327)	(86.39%)	0.01%	\$ 1,785	\$ 22,846	(21,061)	(92.19%)	0.00%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	-	0.00%	\$ -	\$ -	-	-	0.00%
FEDERAL OPERATING ASSISTANCE	-	-	-	-	0.00%	\$ -	\$ -	-	-	0.00%
MISCELLANEOUS RECEIPTS	75,409	34,380	41,029	119.34%	0.33%	\$ 121,979	\$ 59,435	62,544	105.23%	0.26%
FEDERAL CARES ACT	-	-	-	-	0.00%	\$ -	\$ -	-	-	0.00%
FEDERAL CRISAA	-	-	-	-	0.00%	\$ -	\$ -	-	-	0.00%
FEDERAL ARP	-	-	-	-	0.00%	\$ -	\$ -	-	-	0.00%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	-	-	-	-	0.00%	\$ -	\$ -	-	-	0.00%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	202,302	47,492	154,810	-	0.86%	587,405	397,826	189,579	47.65%	1.25%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 22,961,578	\$ 19,508,637	\$ 3,482,941	17.85%	100.00%	\$ 47,095,207	\$ 39,826,913	\$ 7,168,284	17.95%	100.00%

THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
 FOR THE PERIOD ENDED FEBRUARY 28, 2022

	BUDGET MONTH	CURRENT MONTH	VARIANCE	%CHANGE	CURRENT % OF TOTAL	2022 YTD BUDGET	2022 YTD	VARIANCE	%CHANGE	CURRENT % OF TOTAL
PASSENGER FARES:										
CASH FARES	\$ 500,000	\$ 655,400	\$ 155,400	31.08%	2.85%	\$ 1,000,000	\$ 1,296,278	\$ 296,278	29.63%	2.75%
PASS/TICKET SALES	531,000	549,004	[11,996]	[2.26%]	2.26%	1,131,000	1,027,956	[103,044]	(9.11%)	2.18%
CMSSD - STUDENT FARECARDS	1,000	342,961	341,961	-	1.49%	2,000	351,199	349,199	-	0.75%
U-PASS	-	808,870	808,870	-	3.52%	-	808,870	808,870	-	1.72%
MOBILE TICKETING	332,925	397,904	64,979	19.52%	1.73%	663,554	763,885	100,331	15.12%	1.62%
SUBTOTAL PASSENGER FARES	1,364,925	2,724,139	1,359,214	99.58%	11.85%	2,796,554	4,248,188	1,451,634	51.91%	9.02%
OPERATING SUBSIDIES:										
SALES & USE TAX	18,341,954	19,659,024	1,317,070	7.18%	85.51%	37,222,923	40,543,181	3,320,257	8.92%	86.09%
SUBTOTAL OPERATING SUBSIDIES	18,341,954	19,659,024	1,317,070	7.18%	85.51%	37,222,923	40,543,181	3,320,257	8.92%	86.09%
OTHER REVENUE:										
ADVERTISING/CONCESSIONS/COMMISSIONS	2,000	363,932	361,932	-	1.58%	302,000	1,445,363	1,143,363	-	3.07%
NAMING RIGHTS LESS COMMISSIONS	221,410	-	[221,410]	-	0.00%	417,516	179,429	(238,087)	(57.02%)	0.38%
RENTAL INCOME	20,000	23,066	3,066	15.33%	0.10%	46,000	59,474	13,474	26.19%	0.11%
INTEREST INCOME	60,000	3,872	(56,128)	(93.55%)	0.02%	100,000	6,738	(93,262)	(93.26%)	0.01%
OTHER	30,000	15,243	(14,757)	(49.19%)	0.07%	110,000	34,429	(75,571)	(68.70%)	0.07%
SUBTOTAL OTHER REVENUE	333,410	406,113	72,703	21.81%	1.77%	969,516	1,716,433	746,917	77.04%	3.64%
2022 Allocation - Hard coded										
REIMBURSEMENTS AND OTHER SOURCES OF CASH:										
FUEL/CNG/PROPANE TAX REFUNDS	400,000	125,108	(274,892)	(68.72%)	0.54%	580,000	463,641	(116,359)	(20.06%)	0.98%
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	30,000	1,785	(28,215)	(94.05%)	0.01%	60,000	1,785	(58,215)	(97.03%)	0.00%
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL OPERATING ASSISTANCE	-	-	-	-	0.00%	-	-	-	-	0.00%
MISCELLANEOUS RECEIPTS	40,000	75,409	35,409	88.52%	0.33%	80,000	121,979	41,979	52.47%	0.26%
FEDERAL CARES ACT	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL CRRSAA	-	-	-	-	0.00%	-	-	-	-	0.00%
FEDERAL ARP	20,000,000	-	(20,000,000)	-	0.00%	40,000,000	-	(40,000,000)	-	0.00%
COVID VACCINE - WOLSTEIN CTR REIMBURSEMENT	-	-	-	-	0.00%	-	-	-	-	0.00%
SUBTOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	20,470,000	202,302	(20,267,698)	[1]	0.86%	40,720,000	587,405	(40,132,595)	(98.56%)	1.25%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 40,510,289	\$ 22,991,578	\$ [17,518,711]	[43.25%]	100.00%	\$ 81,709,993	\$ 47,095,207	\$ [34,614,787]	(42.36%)	100.00%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SALES AND USE TAXES
ACTUAL RECEIPTS THROUGH MARCH 2022**

MONTH RECEIVED	2020 ACTUAL	2021 ACTUAL	2022 ESTIMATE	2022 ACTUAL	2022 VERSUS 2021 MONTHLY		2022 VERSUS 2021 YTD		2022 YTD ESTIMATE	2022 YTD ACTUAL	2022 VERSUS 2021 YTD %	
					MONTH % CHANGE	ACTUAL VERSUS 2021 MONTHLY ESTIMATE	ACTUAL	ESTIMATE			CHANGE	ESTIMATE
JANUARY	\$18,303,734	\$18,510,754	\$18,880,969	\$20,884,157	12.82%	10.61%	\$18,303,734	\$18,510,754	\$18,880,969	\$20,884,157	12.82%	10.61%
FEBRUARY	\$18,450,264	\$17,982,308	\$18,341,954	\$19,659,024	9.32%	7.18%	\$36,753,998	\$38,493,053	\$37,222,923	\$40,543,181	11.10%	8.92%
MARCH	\$21,218,411	\$20,684,587	\$21,077,879	\$23,821,641	15.28%	13.02%	\$57,973,409	\$57,157,650	\$58,300,802	\$64,364,822	12.61%	10.40%
APRIL	\$16,460,465	\$16,791,242	\$17,127,067									
MAY	\$15,293,102	\$17,263,726	\$17,609,001									
JUNE	\$15,926,194	\$21,214,064	\$21,638,345									
JULY	\$13,364,639	\$20,766,582	\$21,181,914									
AUGUST	\$17,532,128	\$21,522,576	\$21,963,028									
SEPTEMBER	\$19,653,853	\$21,976,295	\$22,415,821									
OCTOBER	\$18,570,261	\$21,490,445	\$21,920,254									
NOVEMBER	\$17,091,363	\$20,326,433	\$20,251,377									
DECEMBER	\$18,282,055	\$20,832,735	\$20,586,441									
TOTAL	\$210,147,468	\$239,341,749	\$242,986,050	\$64,364,822								

Summary:

Month
15.28% (\$3,157,054) higher than March 2021 Actual
13.02% (\$2,743,762) higher than March 2022 estimate

YTD

12.61% (\$7,207,172) higher than 2021 Actual
10.40% (\$6,064,020) higher than 2022 estimate

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF FEBRUARY 28, 2022**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND	2/28/2022	3/1/2022	MONEY MARKET	HUNTINGTON BANK	1	\$5,068,223	\$0	1	0.02%
	5/8/2019	5/31/2022	TREASURY BILL FOR PREMIUM	HUNTINGTON BANK	1118	\$247,412	\$1,106	120	2.10%
TOTAL BOND RETIREMENT FUND						\$5,315,635	\$1,106		0.10%
GENERAL FUND	2/28/2022	3/1/2022	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$317,025	\$0	1	0.35%
	3/1/2021	3/1/2024	FFCB	STIFEL NICOLAUS	1095	\$4,997,500	\$12,639	759	0.25%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$3,000,000	\$7,268	970	0.57%
	11/10/2021	3/15/2022	INCHIA CP	HILLTOP SECURITIES	125	\$4,996,354	\$3,208	43	0.21%
	11/15/2021	11/15/2024	US TREASURY	STIFEL NICOLAUS	1095	\$4,995,508	\$11,375	1018	0.78%
	12/9/2021	12/9/2024	FFCB	STIFEL NICOLAUS	1095	\$4,994,785	\$10,688	1011	0.96%
	1/27/2022	1/27/2025	FHLB	STIFEL NICOLAUS	1095	\$3,060,000	\$3,200	1091	1.20%
	2/28/2022	3/1/2022	STAR OHIO	STATE OF OHIO	1	\$33,036,796	\$0	1	0.20%
	2/28/2022	3/1/2022	EMPLOYEE ACTIVITY FUND	KEY BANK	1	\$86,255	\$0	1	0.35%
	2/28/2022	3/1/2022	PNC CUSTODY ACCOUNT	PNC BANK	1	\$28,214	\$0	1	0.01%
	2/28/2022	3/1/2022	SALES TAX ACCOUNT	HUNTINGTON BANK	1	\$760,575	\$0	1	0.03%
	2/28/2022	3/1/2022	KEY ECR	KEY BANK	1	\$18,354,287	\$0	1	0.35%
TOTAL GENERAL FUND						\$78,567,209	\$48,377		0.38%
INSURANCE FUND	2/28/2022	3/1/2022	STAR OHIO	STATE OF OHIO	1	\$4,113,025	\$0	1	0.20%
	2/28/2022	3/1/2022	KEY ECR	KEY BANK	1	\$67,565	\$0	1	0.35%
TOTAL INSURANCE FUND						\$4,180,590	\$0		0.20%
LAW ENFORCEMENT FUND	2/28/2022	3/1/2022	LAW ENFORCEMENT	KEY BANK-SWEEP	1	\$106,843	\$0	1	0.35%
	2/28/2022	3/1/2022	STAR OHIO	STATE OF OHIO	1	\$44,053	\$0	1	0.20%
TOTAL LAW ENFORCEMENT FUND						\$150,895	\$0		0.27%
LOCAL MATCH FUND	2/28/2022	3/1/2022	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$76,701,435	\$0	1	0.20%
	2/28/2022	3/1/2022	LOCAL MATCH-KEY ECR	KEY BANK	1	\$6,946,967	\$0	1	0.35%
	2/28/2022	3/1/2022	GRANT-ECR	KEY BANK	1	\$160,630	\$0	1	0.35%
	2/28/2022	3/1/2022	CATCH BASIN-KEY ECR	KEY BANK	1	\$101,892	\$0	1	0.35%
TOTAL LOCAL MATCH FUND						\$83,910,923	\$0		0.21%
PENSION FUND	2/28/2022	3/1/2022	KEY ECR	KEY BANK	1	\$66,406	\$0	1	0.35%
	2/28/2022	3/1/2022	STAR OHIO	STATE OF OHIO	1	\$1,229,848	\$0	1	0.20%
TOTAL PENSION FUND						\$1,316,254	\$0		0.21%

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF FEBRUARY 28, 2022**

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
RTA CAPITAL FUND	2/28/2022	3/1/2022	KEY ECR	KEY BANK	1	\$5,435,509	\$0	1	0.35%
	8/26/2021	8/26/2024	FHLB	STIFEL NICOLAUS	1095	\$5,000,000	\$60	936	0.43%
	9/30/2021	9/30/2024	FHLB	STIFEL NICOLAUS	1095	\$2,000,000	\$4,845	970	0.57%
	8/5/2021	5/22/2022	NATXNY CP	HILLTOP SECURITIES	270	\$4,994,375	\$4,313	91	0.15%
	4/5/2021	4/5/2024	FFCB	STIFEL NICOLAUS	1095	\$2,000,000	\$2,677	794	0.33%
	3/4/2021	3/4/2024	FNMA	STIFEL NICOLAUS	1095	\$499,750	\$18	762	0.34%
TOTAL RTA CAPITAL FUND					\$19,929,634	\$11,912		0.34%	
RESERVE FUND	9/15/2021	5/23/2022	AGRI BANK CP	HILLTOP SECURITIES	250	\$4,993,750	\$4,150	188	0.18%
	1/28/2022	5/27/2022	NATXNY CP	HILLTOP SECURITIES	119	\$4,995,042	\$1,292	116	0.30%
	1/28/2022	4/28/2022	NATXNY CP	HILLTOP SECURITIES	90	\$4,997,000	\$1,033	87	0.24%
	2/28/2022	3/1/2022	KEY ECR	KEY BANK	1	\$104,870	\$0	1	0.35%
	2/28/2022	3/1/2022	STAR OHIO	STATE OF OHIO	1	\$84,348,546	\$0	1	0.20%
TOTAL RESERVE FUND					\$99,439,208	\$6,475		0.21%	
TOTAL ALL FUNDS					\$292,810,350	\$67,870	107	0.26%	

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF FEBRUARY 28, 2022**

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2021	Interest Payable/ 6/1/2022	Principal Payable/ 6/1/2022	Debt Service Requirement/ 6/1/2022	Interest Payable/ 12/1/2022	Principal Payable/ 12/1/2022	Debt Service Requirement/ 12/1/2022	Total Debt Requirement 2022
Series 2012-Sales Tax Rev.	Dec. 2022	2,285,000.00	57,125.00	0.00	57,125.00	57,125.00	2,285,000.00	2,342,125.00	2,399,250.00
Series 2014A-Sales Tax Rev.	Dec. 2026	6,575,000.00	147,475.00	0.00	147,475.00	147,475.00	1,535,000.00	1,682,475.00	1,829,950.00
Series 2015-Sales Tax Rev.	Dec. 2026	19,455,000.00	486,375.00	0.00	486,375.00	486,375.00	3,520,000.00	4,006,375.00	4,492,750.00
Series 2016-Sales Tax Rev.	Dec. 2027	8,105,000.00	202,625.00	0.00	202,625.00	202,625.00	1,195,000.00	1,397,625.00	1,600,250.00
Series 2019-Sales Tax Rev.	Dec. 2030	11,030,000.00	275,750.00	0.00	275,750.00	275,750.00	1,000,000.00	1,275,750.00	1,551,500.00
Total Bonds		\$47,450,000.00	\$1,169,350.00	\$0.00	\$1,169,350.00	\$1,169,350.00	\$9,535,000.00	\$10,704,350.00	\$11,873,700.00

Bond Retirement
\$5,068,223

Current Balance (Set Aside for 2022)

Monthly Set Aside Required
\$756,164

Monthly Set Aside Required

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH FEBRUARY 28, 2022**

MONTH	2022		2021		AVERAGE BALANCE	INTEREST EARNED	STANDARD YIELD #	MARKET YIELD #	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	INTEREST EARNED							
JANUARY	\$274,475,413	\$37,367	0.19%	\$247,915,757	\$25,844	0.16%	0.01%	0.24%	0.10%	0.01%	0.01%
FEBRUARY	\$279,255,689	\$41,380	0.25%	\$241,578,777	\$39,883	0.25%	0.01%	0.21%	0.09%	0.01%	0.01%
MARCH				\$233,701,962	\$31,822			0.22%	0.08%	0.01%	0.01%
APRIL				\$226,630,970	\$31,038			0.20%	0.07%	0.01%	0.01%
MAY				\$251,992,878	\$32,939			0.20%	0.06%	0.01%	0.01%
JUNE				\$287,664,318	\$51,309			0.18%	0.05%	0.01%	0.01%
JULY				\$288,788,088	\$30,698			0.19%	0.05%	0.01%	0.01%
AUGUST				\$243,356,737	\$31,714			0.19%	0.05%	0.01%	0.01%
SEPTEMBER				\$272,326,795	\$40,612			0.19%	0.05%	0.01%	0.01%
OCTOBER				\$273,878,183	\$39,359			0.18%	0.05%	0.01%	0.01%
NOVEMBER				\$265,861,732	\$27,571			0.21%	0.06%	0.01%	0.01%
DECEMBER				\$262,288,744	\$39,633			0.47%	0.19%	0.01%	0.01%
YEAR TO DATE	276,865,651	\$78,747	0.22%	\$184,786,142	\$2,008,071	0.21%	0.01%	0.88%	0.64%	0.25%	0.25%
RTA AVERAGE YIELDS OVER (UNDER) INDEX											
# Moving average coupon equivalent yields for 6 month Treasury Bills, 0.02%											
# Market Yield equals US Treasury Money Fund 7 Day Yield 0.21%											

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

BOND RETIREMENT FUND		
HUNTINGTON MONEY MARKET		
	FEBRUARY 2022	\$92.66
	2022 YEAR TO DATE	<u>\$92.66</u>
	2021 YEAR TO DATE	\$170.03
		\$22.24
GENERAL FUND		
HUNTINGTON-SALES TAX ACCOUNT		
STAROHIO		\$0.09
KEY BANK SWEEP ACCOUNT		\$3,746.47
PNC CUSTODY ACCOUNT		\$106.57
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT		\$16.17
		<u>\$2.70</u>
	FEBRUARY 2022	\$3,872.00
	2022 YEAR TO DATE	\$6,738.13
	2021 YEAR TO DATE	\$10,561.10
INSURANCE FUND		
STAROHIO		<u>\$494.55</u>
	FEBRUARY 2022	\$494.55
	2022 YEAR TO DATE	\$857.92
	2021 YEAR TO DATE	\$413.25
LAW ENFORCEMENT FUND		
KEY BANK SWEEP ACCOUNT		\$0.82
STAROHIO		<u>\$5.30</u>
	FEBRUARY 2022	\$6.12
	2022 YEAR TO DATE	\$10.91
	2021 YEAR TO DATE	\$3.92

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

LOCAL MATCH FUND
 STAROHIO-LOCAL MATCH
 KEY BANK SWEEP ACCOUNT

\$8,506.44
\$89.76
 \$8,596.20
 \$56,430.04
 \$43,405.13

FEBRUARY 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

PENSION FUND
 STAROHIO
 KEY BANK SWEEP ACCOUNT

\$147.88
\$0.67
 \$148.55
 \$257.94
 \$106.03

FEBRUARY 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

EMPLOYEE ACTIVITY ACCOUNT
 KEY BANK MONEY MARKET

\$0.66
 \$0.66
 \$1.40
 \$1.34

FEBRUARY 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

RTA CAPITAL FUND
 FNMA
 FHLB
 KEY BANK SWEEP ACCOUNT

\$800.00
 \$10,750.00
\$42.52
 \$11,592.52
 \$11,640.94
 \$53.81

FEBRUARY 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

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

RESERVE FUND
 STAROHIO
 KEY BANK SWEEP ACCOUNT

\$9,672.40
\$32,31
 \$9,704.71
 \$58,323.32
 \$45,042.48

FEBRUARY 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

TOTAL ALL FUNDS

\$34,507.97
\$134,430.63
 \$99,609.30

FEBRUARY 2022
 2022 YEAR TO DATE
 2021 YEAR TO DATE

2022 YEAR
 TO DATE
 \$134,431

FEBRUARY
 \$34,508

INTEREST RECEIVED (CASH BASIS)

ACCRUED INTEREST:

BEGINNING:

ENDING:

INTEREST INCOME EARNED:

AVERAGE INVESTMENT BALANCE (COST):

AVERAGE YIELD ON INVESTMENTS:

(\$123,554)
 \$67,870
 \$78,746

\$274,475,413

\$276,865,551

0.25%

0.22%

**COMPOSITION OF INVESTMENT PORTFOLIO
AS FEBRUARY 28, 2022**

Instrument	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$6,145,824	\$6,145,823	2.10%	0.23%	1
Key Bank Sweep Account	\$221,311	\$221,311	0.08%	0.35%	1
Star Ohio	\$199,473,613	\$199,473,613	68.12%	0.20%	1
Earnings Credit Rate Account	\$31,258,127	\$31,258,127	10.68%	0.35%	1
Commercial Paper	\$24,976,521	\$25,000,000	8.53%	0.22%	32
U.S. Government Securities	\$30,734,954	\$30,750,000	10.50%	0.65%	808
Total Investment Portfolio	<u>\$292,810,350</u>	<u>\$292,848,874</u>	<u>100.00%</u>	<u>0.26%</u>	<u>107</u>

Greater Cleveland Regional Transit Authority
 Banking and Financial Relationships
 As of February 28, 2022

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

NOTE:

This information is being provided for applicable individuals to be in compliance with:
 Ohio Revised Code Sections 302.03(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 5, 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.