



REVISED 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, November 19, 2024** in the Board Room of the Authority, 1240 West Sixth Street, Cleveland, OH 44113 for consideration of the listed items and such other items that may properly come before the Board and be acted upon. This meeting will be live streamed on RTA's Board Page www.RideRTA.com/board via the meeting date for staff and members of the public. Members of the public may attend in person.

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

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

Operational Planning & Infrastructure Committee Meeting

- Service Plan - Discussion on the FY 2025 Service Plan overview
- FY 2025 Budget - Discussion on the FY 2025 Budget presentation

Public Hearing

- FY 2025 Budget

Organizational, Services & Performance Monitoring Committee

- TRACTION Results Reporting - Presentation of 3rd Quarter 2024 scorecards, customer experience surveys and community value surveys.



India L. Birdsong Terry
General Manager, Chief Executive Officer

IBT:tab
Attachment

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





AGENDA

RTA Board of Trustees Meeting

Tuesday, November 19, 2024

9:00 a.m.

1. Call to order
2. Roll Call
3. Certification regarding notice of meeting
4. Approval of the October 29, 2024 Board Meeting minutes
5. Public comments (**2 minutes**) on **Agenda and Non-Agenda items**:

Please state your name and city of residence

- a. In person
 - b. Phone: 440-276-4600
 - c. Web form (1 comment limit) Comments will be forwarded to Board and staff
6. Introduction of resolutions:
 - A. 2024-84 - Authorizing Contract No. 2024-106 with Van Scoyoc Associates, Inc. to provide federal advocacy services for a three-year period in an amount not to exceed \$327,000.00 and in an amount not to exceed \$109,000.00 for each of the two option years, for a total contract amount not to exceed \$545,000.00 (General Fund, Executive Department budget)
 - B. 2024-85 - Authorizing Contract No. 2024-107 with JB Hadden of Murray Murphy Moul + Basit LLP and Terrence O'Donnell of Dickinson Wright PLLC to provide state advocacy services in an amount not to exceed \$255,000.00 for a three-year period and in an amount not to exceed \$85,000.00 for each of the two option years, for a total five-year contract amount not to exceed \$425,000.00 (General Fund, Executive Department budget)
 - C. 2024-86 - Authorizing Contract No. 2024-118 with City Architecture, Inc. to provide professional planning and engineering services for the Broadway Corridor Transit Oriented Development Plan in an amount not to exceed \$484,426.59 (RTA Development Fund, Programming & Planning Department budget)
 - D. 2024-87 - Authorizing Contract No. 2024-120 with ms consultants, Inc. for Project 19.08 – Architect/Engineer Services for Light Rail Retaining Wall

Repair – Phase III Blue Line in an amount not to exceed \$359,977.20 (RTA Development Fund - Engineering & Project Development Department budget)

- E. 2024-88 - Authorizing the exercise of an option under Contract No. 2021-125 with Siemens Mobility, Inc. for the purchase and delivery of eighteen (18) high floor light rail vehicles at the contractual base price of \$5,166,336.00 plus an inflationary price increase calculated at the time of final assembly based on the producer price index for transportation equipment and a labor index published monthly by the United States Department of Labor Bureau of Labor Statistics, spare parts and tooling (RTA Development Fund, Fleet Management Department budget)
 - F. 2024-89 - Authorizing Contract No. 2024-134 with Parts Authority, LLC for the furnishing of bus batteries, as specified and as required, for a period of two years in an amount not to exceed \$103,664.00 (General Fund, Fleet Management Department budget)
 - G. 2024-90 - Authorizing Contract No. 2024-160 with Motorola Solutions, Inc., for link layer authentication access keys in an amount not to exceed \$127,132.12 (General Fund, Information Technology Department budget)
 - H. 2024-91 - Authorizing Contract No. 2024-170 with S&A Systems, Inc. to provide Fleetwatch hosted software maintenance and support for a period of three years in an amount not to exceed \$113,910.42 (General Fund, Information Technology Department budget)
 - I. 2024-92 - Authorizing a lease agreement with Barons Bus, Inc. for property at the Brookpark Rapid Transit Station located at 17510 Brookpark Road, Brook Park, Ohio 44135 for a term of ten years with two five-year renewal options
 - J. 2024-93 - Authorizing the Greater Cleveland Regional Transit Authority to enter into a settlement agreement with Gehring Property Company LLC to resolve a dispute over land ownership near the West 25th – Ohio City Station
- 7. Board Governance Committee report
 - 8. Operational Planning & Infrastructure Committee report
 - Chair: Ms. Lauren R. Welch
 - 9. Organizational, Services & Performance Monitoring Committee report
 - Chair: Mayor Anthony D. Biasiotta
 - 10. Audit, Safety Compliance and Real Estate Committee report
 - Chair: Mayor Paul A. Koomar

11. External and Stakeholder Relations and Advocacy Committee report
 - Chair: Rev. Charles P. Lucas
12. Civilian Oversight Committee (COC)
 - Board Liaison: Ms. Lauren R. Welch
13. Community Advisory Committee (CAC)
 - Board Liaison: Ms. Deidre McPherson
14. Ad Hoc Committee reports:
 - Ad Hoc Paratransit Committee – President Charles P. Lucas, Chair
 - Ad Hoc Technology Committee – Mr. Jeffrey W. Sleasman, Chair
15. Introduction of new employees and announcement of promotions
16. Secretary-Treasurer's Report:
 - a. General Fund Revenue – October 31, 2024 compared to October, 31 2023
 - b. General Fund Revenue – period ending October 31, 2024 compared to budget
 - c. Sales & Use Tax Receipts Report budgeted during 2024, actual receipts through November 2024 *****TO BE FORWARDED AT A LATER DATE*****
 - d. Inventory of Treasury Investments as of October 31, 2024
 - e. Debt Service Schedule and Status of Bond Retirement Fund (cash basis) as of October 31, 2024
 - f. Summary of Investment Performance, Year to Date through October 31, 2024
 - g. Report on Investment Earnings (cash basis) as of October 31, 2024
 - h. Composition of Investment Portfolio as of October 31, 2024
 - i. Banking and Financial Relationships as of October 2024
17. General Manager's Report
18. President's Report
19. Old Business
20. New Business
21. The next regular Board meeting is scheduled for **December 17, 2024** 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 clicking the meeting date. The public is welcome to attend in person.
22. Adjournment

Minutes

RTA Board of Trustees Meeting

9:04 a.m. October 29, 2024

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

Not present: Lucas, Weiss

Staff: Birdsong Terry, Blaze, Burney, Caver, Dangelo, Davidson, Fields, Fleig, Ford-Marshall, Freilich, Garofoli, Gautam, Gibbons, Hudson, Jupina, Kirkland, Miller, Sulik, Sutula, Talley, Togher, Walker-Minor, Young

Public: Gibbons, Hudy, Loh, Martin, Rodriguez, Shila, Taswell

The meeting was called to order at 9:04 a.m. There were eight (8) Board members present.

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

Minutes

The minutes from the September 24, 2024, Board Meeting had been previously distributed and reviewed, and asked whether there were any additions and/or corrections. There were no corrections. It was moved and seconded. The minutes were approved.

Public Comments – Agenda and Non-Agenda Items

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

1. Kerrie Shila – Parma – Kerrie rides paratransit and is legally blind. She lives in a development off State Road in Parma. The 51A was rerouted and as a result she was pushed out of the ¼ mile pick up policy. She must walk 10-15 minutes to a friend's house that is within the allowed service area. It's unsafe for her to walk that far. She would like to be picked up at her own residence since the driver has to go past her residence to turn the vehicle around. Others living further from the service are picked up.

Ms. Terry said Nick Davidson will review her request.

2. Chris Martin – Cleveland – Chris objects to the decision to reduce the public comment sessions. He believes it is disrespectful. The Board continues to meet in the mornings when most working riders can't make it. He asked if the Gillig buses are wired for validators to enable all door boardings. Was the CAC consulted about the specs for the buses/ What does the CAC do? RTA's Strategic Plan calls for expanding bus service to increase frequency at night and during the weekends, but how is that going. The 50 and 53 are branded as the MetroHealth Lines. CSU Line branded buses often run as 22's along Lorain. Doesn't this dilute the branding benefit. How long will there be weekday, evening 30 minute headways on the Red Line? Will the 2nd entrance at the W. 65th Station be repaired and reopened? Will the Board demand bus lanes on W. 25 between Detroit and Chattum? Will the Board direct leadership to heal the HealthLine? What does Bus Rapid Transit mean to RTA and will the Board define it?
3. Hayes Rowan – his carriage is not allowed to stay upright on Paratransit. Staff said it is a safety issue. Some fix route operators allow him to keep the carriage in place.

4. Kevin Ullman – Cleveland (webform)
 1. Have accurate information about pickup/drop-off locations with bus number/contractor
 2. Allow an option to schedule 7 days in advance and beyond
 3. Notify clients if pickup will be delayed, how long delays are expected and where they are coming from
 4. Anytime when buses are delayed, free rides should be offered
 5. Allow an option for Will-call for return pickups from any place
 6. Have a GPS tracking system on the website that has the status of the vehicle location, driver and what kind of bus.
 7. Allow an option to have passengers in wheelchairs sit wherever they want.
 8. Allow an option for passengers to either wear vehicle seatbelts or wear seatbelts that's comes with their chair.
 9. Expand service outside of Cuyahoga County.
 10. Have an option to park in driveways at houses for people that are unable to board and deboard using streets
 11. Allow same-day service for passengers that want to go to places on the same day or if they need to go to doctors office/ pharmacy etc.
5. Isaac Shimsky-Agosto – Cleveland (webform) It is wonderful that there are now departure screens in Tower City. RTA should continue to build on this success by introducing these screens across more of the system. Departure screens especially make sense on the HealthLine. It is a single line, that operates on dedicated lanes for a large part of its route, with purpose built stations. Having real time departure information in the station makes waits seem shorter. If you have ever had to wait a while for the HealthLine, you know there is a very strong chance that someone is going to walk up to you and ask when it's going to come. Riders would appreciate having an official source for that information at the station.
6. Bernie Oakar – Medina (webform- sent in after the meeting) - expansion to Medina would be nice. (sent in after the meeting)
7. Airric Stewart (webform - sent in after the meeting):
 1. Today, October 29, 2024 7:56 a.m. I called 216 621 9500. I hit the prompt to participate in the survey. I talked to either Bill or Stan to find out when the next number 14 westbound bus crosses Lee Road. He answered the question then the call was completely disconnected. This is another example of a poor public communication relationship with RTA. This was the 34th time this has happened in 11 months.
 2. The elimination of the 4-minute public comments and questions, in 2-minute intervals, for agenda and non-agenda items demonstrates an intentional lack of healthy appreciation from RTA to the public. There has still been no response from my last participation.
 3. The Community Advisory Committee has poor accessibility for the public. I've had no communication from one CAC member. Nor is there phone access to their meetings which is a bad idea.
 4. I noted that much less than half of anything that I have said a Board of Trustees meeting makes it into the online public record.
 5. There has still been no acknowledgement or explanation as to why RTA lied about the 50 being more efficient than the 48A.
 6. The suggested number 15A should be better studied so that more members of the public can have more efficient access to work, school, and hospitals. There are no less than 61 businesses at Pinecrest. There are no less than 24 businesses in Shaker Square. This route will give easy transfers to the 14, 15, 41, 40, 48 and 48A, blue line, green line, red line, number 50, and number 11.

Committee Reports

There were no committee reports.

Introduction of New Employees/Promotions

Ms. Ford Marshall introduced the new employees and promotions. There were 47 new hires and 7 promotions.

Introduction of Resolutions

- A. 2024-74 - Expressing congratulations to the employees of the Greater Cleveland Regional Transit Authority who retired during the third quarter of 2024, the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch and approved by unanimous vote.

There are nine (9) retirees. Retirees Paul Hudy and Ricky Buck were both in attendance.

- B. 2024-75 - Authorizing Contract No. 2024-096 with Sam Schwartz Consulting, LLC for fleet electrification study services in an amount not to exceed \$311,924.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Mr. Love and approved by unanimous vote.
- C. 2024-76 - Authorizing Contract No. 2024-112 with Sona Construction, LLC for Project No. 19.60 – Brookpark Maintenance Facility modifications in an amount not to exceed \$1,281,000.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. McPherson, seconded by Mr. Sleasman and approved by unanimous vote.
- D. 2024-77 - Authorizing Contract No. 2024-116 with Michael Baker International, Inc. for Project 20.19 – On-Call Rail Engineering Services - 2024 in an amount not to exceed \$450,000.00 for a period of twenty-four (24) months (RTA Capital and/or Development Funds, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Elder, seconded by Mr. Sleasman and approved by unanimous vote.
- E. 2024-78 - Authorizing Contract No. 2024-124 with Cook Paving & Construction Co., Inc. for GCRTA Central Rail Maintenance Facility repave, as specified, in an amount not to exceed \$353,865.00 (RTA Development Fund, Engineering & Project Development Department budget), the adoption of which was moved by Ms. Welch, seconded by Mr. Love and approved by unanimous vote.
- F. 2024-79 - Authorizing Contract No. 2024-133 with Sunoco, LLC for the furnishing of approximately 450,000 gallons of 87 octane unleaded gasoline, as specified and as required, for each of three years at a cost of plus \$0.0313 per gallon above the OPIS index for year one, at a cost plus \$0.0338 per gallon above the OPIS index for year two, and at a cost of plus \$0.0363 per gallon for year three (General Fund, Fleet Management Department budget), the adoption of which was moved by Mayor Koomar, seconded by Mayor Biasiotta and approved by unanimous vote.
- G. 2024-80 - Authorizing a change order to exercise an option under Contract 2020-071 with Gillig, LLC for the purchase and delivery of forty 40-ft. low floor CNG coaches, spare parts and tooling, as specified, for an amount not to exceed \$28,893,874.40 (RTA Development Fund, Fleet Management Department budget), the adoption of which was moved by Mr. Sleasman, seconded by Ms. McPherson and approved by unanimous vote.
- H. 2024-81 - Amending Resolution No. 2023-103 to provide for an increase in the Fiscal Year 2024 appropriations for the current expenses and other expenditures for the General Fund

in the amount of \$18,444,837 and the Reserve Fund in the amount of \$2,415,340 for the Greater Cleveland Regional Transit Authority, the adoption of which was moved by Mayor Koomar, seconded by Ms. Welch and approved by unanimous vote.

Mr. Gautam added that this went through committee. The need for the \$18.4 MI in additional appropriations is due to increases in salaries and wages. The Reserve Fund amounts were higher than the Board Policy so \$2.4 MI is being transferred back into the General Fund.

- I. 2024-82 - Amending budget appropriations for the Fiscal Year ("FY") 2024 Capital Improvement Budget to provide for an increase of \$101,502,256, the adoption of which was moved by Ms. Welch, seconded by Mr. Sleasman and approved by unanimous vote.

Mr. Gautam added that this is to adjust the Capital Improvement Budget to prepare for a resolution that will come before the Board in November to exercise the option to purchase 18 additional rail cars in support of the Rail Car Program.

- J. 2024-83 - Authorizing the establishment of a three-year overall annual goal for Disadvantaged Business Enterprise (DBE) participation in the Greater Cleveland Regional Transit Authority's federally funded contract procurement opportunities for Federal Fiscal Years 2025 through 2027 and also authorizing its submission to the Federal Transit Administration, the adoption of which was moved by Ms. Welch, seconded by Ms. McPherson and approved by unanimous vote.

Ms. Pacetti thanked the staff for the additional information.

Secretary-Treasurer's Report

Rajan D. Gautam, Deputy General Manager of Finance and Secretary-Treasurer gave the report. The inflation rate in the U.S. has decreased from 9.1% in June 2022 to currently at 2.4%. The Federal Open Market Committee reduced the interest rates to 5% at the September 19 meeting. Meetings are scheduled for November and December 2024 to determine any further action.

In September, ridership was up 14.3% month to month and up 11.26% YTD. Compared to pre-Covid ridership, we are \$5.5 million rides lower or roughly 22.9%. Passenger fares compared to last month are down 29.8% due to a large payment of \$1.2 million received for student fares. YTD passenger fares are 18.1% higher YTD. Compared to pre Covid, 2019 passenger fares through September were 28.7 million. Passenger fares for 2024 are \$24.1 million which is a decrease of \$4.6 million or 16%.

Sales tax represents the largest source of operating revenue for the Authority. The October 2024 receipts based on the activity in July 2024, was 2.1% lower compared to last October. YTD we are stable at 0.6% higher compared to 2023. YTD, twelve of the 23 categories were positive. Online sales were 11.5% higher. Regular and statewide sales were 0.1% higher. Motor vehicles and watercraft were 2.7% lower.

This data is selected information included in the monthly package. Principle payments are made once a year in December.

Total Long-Term Debt – 12/31/2023	\$ 30.3 million
Average Investment Yield – YTD	4.50%
Cash and Investments	
Unrestricted (General Fund)	\$ 29.4 million
Restricted	<u>344.7 million</u>
TOTAL CASH AND INVESTMENTS	<u>\$374.1 million</u>

General Manager, CEO Report

India L. Birdsong Terry, General Manager, CEO gave the report. Casey Blaze was elected to Secretary of the APTA Light Rail Technical Forum, September 29 for a two-year term. As Secretary, Mr. Blaze will be part of a committee that oversees a multitude of nationwide Light Rail Transit topics. Staff and several board members attended the APTA TRANSform Conference in Anaheim, CA, Sept. 29-Oct. 2. Mike Schipper attended the Transportation Review Advisory Council (TRAC) Regional Hearing to request funds for light rail track reconstruction, infrastructure and TOD. This funding is highly competitive. RTA has been funded once from this program.

RTA held a Bus Rodeo, October 5 at West Park Station. Awards are given to the best in show for bus skills. The goal is to participate at the national level for APTA. The Paratransit website was recently updated. It went live October 7. Connect at paratransit.gcrta.org CAC members gave input for the new site. A ride free and vote press conference in conjunction with the Cleveland Foundation and Cleveland Votes was held October 8 at Tower City Rapid Station. Rides on RTA will be free per the Cleveland Foundation grant, from 3 a.m. Nov. 5 through 3 a.m. Nov. 6.

The Cleveland Leadership Institute held their fall Regional Economy session, October 25 at RTA. Several RTA staff participated. GCRTA held an internal Fall Town Hall for employees to go over programs here at the Authority. The event was held in the AdCom building on W. 9th. Over 200 employees attended. RTA joined community leaders to unveil a public mural located outside the Central Bus Maintenance Facility and across the street from the new the CMHA public housing reconstruction.

The results of the 2024 Employee Survey are now available. Out of 2,035 employees, 1,004 (47%) of employees participated. RTA held its annual Awards Banquet, October 25 at the Holiday Inn on Rockside. Over 250 attended and over 150 employees were recognized and received awards. RTA employees participated in the Latinos You Should Know Meet & Greet Celebration, October 25 at the Cleveland Metroparks Zoo.

President's Report

Mayor Koomar acknowledged the awards received at the Annual Awards Banquet. Ms. Welch was the emcee of the event. Mr. Love was also in attendance. Crisis Communication Training for the Board is tomorrow in the Board Room.

New Business

The Board approved the 2025 Board and Committee Meeting schedule.

APTA TRANSform Conference Report – Sept. 29 – Oct. 2 – Anaheim, CA

- Trustee Stephen Love said the conference was an opportunity to better understand what other agencies are doing and struggling with. He learned about fleet conversion and zero emission fleets and looking holistically at innovation to drive more mode shift, TOD and fleet conversion. Relative to fleet electrification, conversion to Hydrogen, conversion to CNG, there is still a lot of learning going on. Lots of agencies have made strides. How do FTA policies and federal funding drive those decisions and build more domestic supply chain to meet the Buy America requirements. There were innovative models around TOD at Kansas City Transit. There is an opportunity to learn from our peers.
- Trustee Deidre McPherson learned that RTA is well respected at the APTA level. She enjoyed meeting leaders from across the country and networking. She noted free rides for 18-year-olds and under and free transit for community college students. In London, they have infused arts and culture to elevate the experience of transit riders. She is interested in TOD and learning about the car-light communities in Arizona and Florida. She enjoyed keynote speeches about fighting human trafficking and the roll that public transit can play to end that.
- Trustee Paul Koomar echoed the comments of trustee Love and McPherson looking at electric and hydrogen vehicles and opportunities RTA will have in the future to run a cleaner fleet. He heard several positive comments about the Rail Conference RTA hosted this summer.

Ms. Terry suggested board members rotate through the APTA conferences. APTA TRANSform has around 3,000 attendees. RTA hosted 1,600 at the Rail Conference. It can max up to 6,000 attendees depending on the location. Mayor Koomar will meet with each board members to discuss travel in 2025.

Executive Session

It was moved by Mayor Koomar, seconded by Mayor Biasiotta to go into executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, compensation of a public employee or official and to enable the Board to conference with GCRTA attorneys for information-gathering, fact-finding and to receive legal advice.

There were eight (8) ayes and none opposed.

10:51 a.m. - It was moved by Mayor Koomar, seconded by Ms. McPherson to come out of executive session. There were seven (7) ayes and none opposed. Mayor Biasiotta had to leave before the roll call.

Upcoming Meetings

The next regular Board meeting is scheduled for **Tuesday, November 19, 2024** in the Board Room of the Authority, Root-McBride Building, 1240 West Sixth Street, Cleveland, Ohio 44113. This meeting will be live streamed on RTA's Board page (www.RideRTA.com/board) by selecting the meeting date. The public is welcome to attend in person.

The meeting was adjourned at 10:51 a.m.

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FEDERAL ADVOCACY SERVICES	Resolution No.: 2024-84
VENDOR: VAN SCOYOC ASSOCIATES, INC. AMOUNT: IN AN AMOUNT NOT TO EXCEED \$327,000.00 FOR A THREE-YEAR PERIOD AND IN AN AMOUNT NOT TO EXCEED \$109,000.00 FOR EACH OF TWO OPTION YEARS, FOR A TOTAL FIVE-YEAR CONTRACT AMOUNT NOT TO EXCEED \$545,000.00	Date: November 14, 2024 Initiator: Executive 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 Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide professional advocacy services representing the Authority in legislative and administrative matters at the federal level for a period of three years, with two one-year options.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The selected firm will report to and work closely with Authority staff to identify and anticipate legislative and public policy issues that impact public transportation, funding, and transit programs and projects. The consultant will also advise the Authority of legislative and public policy developments that pose opportunities for influence in future transportation research, funding, programs, and projects.
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals ("RFP") was posted on the Authority's Procurement web site and advertised in local newspapers. Eight (8) interested parties downloaded the solicitation package. Four (4) proposals were received on August 14, 2024. After an initial evaluation by a panel of Authority employees, two (2) proposers were interviewed. The selected proposers were asked to submit a best and final offer following their interview. The best and final offers were reviewed by a panel of Authority employees in accordance with established Procurement Department policies and procedures.

 After negotiations, an amount not to exceed \$327,000.00 for the base three-year period and an amount not to exceed \$109,000.00 for each of two option years, for a total five-year contract amount not to exceed \$545,000.00, was agreed upon. This negotiated total was approximately 32% below the estimate. The proposal of Van Scoyoc Associates, Inc. was determined to be the most advantageous to the Authority, price and all other factors considered.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the General Fund, Executive Department budget, in an amount not to exceed \$327,000.00 for the base three-year period and in an amount not to exceed \$109,000.00 for each of two option years, for a total five-year contract amount not to exceed \$545,000.00.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would limit the Authority's ability to obtain assistance at the federal level with legislative and public policy issues that impact transportation potentially affecting the Authority's funding, programs, and projects.

- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the November 5, 2024 External and Stakeholder Relations & Advocacy Committee meeting. It is recommended that the offer of Van Scoyoc Associates, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None

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


General Manager, Chief Executive Officer

RESOLUTION NO. 2024-84

AUTHORIZING CONTRACT NO. 2024-106 WITH VAN SCOYOC ASSOCIATES, INC. TO PROVIDE FEDERAL ADVOCACY SERVICES FOR A THREE-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$327,000.00 AND IN AN AMOUNT NOT TO EXCEED \$109,000.00 FOR EACH OF THE TWO OPTION YEARS, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$545,000.00 (GENERAL FUND, EXECUTIVE DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires professional advocacy services involving legislative and administrative matters at the federal level; and

WHEREAS, the proposal of Van Scoyoc Associates, Inc., located at 800 Maine Avenue SW, Suite 800, Washington, DC 20024, to provide federal advocacy services for a period of three years with two option years was received on August 14, 2024; and

WHEREAS, after negotiations, an amount not to exceed \$327,000.00 for a three-year period and an amount not to exceed \$109,000.00 for each of two option years, for a total five-year contract amount not to exceed \$545,000.00, was agreed upon; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Van Scoyoc Associates, Inc., as negotiated, to provide federal advocacy services for a period of three years with two one-year options, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of Van Scoyoc Associates, Inc., as negotiated, to provide federal advocacy services for a period of three years with two one-year options, be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with Van Scoyoc Associates, Inc. to provide federal advocacy services for a period of three years with two one-year options, subject to the approval of the exercise of said options by the General Manager, Chief Executive Officer.

Section 3. That said contract will be payable from the General Fund, Executive Department budget in an amount not to exceed \$327,000.00 for the base three-year period and in an amount not to exceed \$109,000 for each of two option years, for a total five-year contract amount not to exceed \$545,000.00.

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

Section 5. That the Authority's Board of Trustees expects that Van Scoyoc Associates, Inc. will attempt to exceed the 0% DBE goal assigned to this procurement.

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

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



<p>TITLE/DESCRIPTION: CONTRACT: STATE ADVOCACY SERVICES</p> <p>VENDOR: JB HADDEN OF MURRAY MURPHY MOUL + BASIL LLP AND TERRENCE O'DONNELL OF DICKINSON WRIGHT PLLC</p> <p>AMOUNT: IN AN AMOUNT NOT TO EXCEED \$255,000.00 FOR A THREE-YEAR PERIOD AND IN AN AMOUNT NOT TO EXCEED \$85,000.00 FOR EACH OF TWO OPTION YEARS, FOR A TOTAL FIVE-YEAR CONTRACT AMOUNT NOT TO EXCEED \$425,000.00</p>	<p>Resolution No.: 2024-85</p> <p>Date: November 14, 2024</p> <p>Initiator: Executive Department</p>
<p>ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____</p>	

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide professional advocacy services representing the Authority in legislative and administrative matters at the state level for a period of three years, with two one-year options.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The selected firm will report to applicable staff identifying legislative and public policy issues that impact public transportation, funding, programs and projects. The consultant will also advise the Authority of legislative and public policy developments which pose opportunities for influence in future transportation research, funding, programs, and projects.
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals ("RFP") was posted on the Procurement web site and advertised in the local newspapers. One (1) proposal was received in response to the solicitation on August 27, 2024. After evaluation by a panel of Authority employees, in accordance with established Procurement Department policies and procedures, and after negotiations, the joint proposal of JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC was determined to be the most advantageous to the Authority. After negotiations, an amount not to exceed \$255,000.00 for the base three-year period and an amount not to exceed \$85,000.00 for each of the two option years, for a total five-year contract amount not to exceed \$425,000.00 was agreed upon. The negotiated total contract amount was equal to the budget estimate.

The partnership of JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC brings an abundance of experience. Together, they will allow the Authority to access the strength of Mr. Hadden's executive branch specialty and the legislative and legal resources of a national law firm in Dickinson Wright. In partnership, these firms represent approximately 40 entities in Columbus ranging from Fortune 1000 companies such as American Express and MillerCoors Brewing Company, to family-owned businesses like Cleveland's Minutemen Staffing, to public sector clients like the state's network of Career-Technical (joint vocational) school districts. Additional collaborative clients include the Cleveland Foundation, Gund Foundation, Ohio Aerospace Institution, Cleveland Owns, Columbus Museum of Art, and YWCA Council of Ohio.

A cost analysis was performed, and the Procurement Department has determined the joint offer of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC to be fair and reasonable for the Authority.

- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This procurement will be funded through the General Fund, Executive Department budget, in an amount not to exceed \$255,000.00 for the base three-year period and in an amount not to exceed \$85,000.00 for each of two option years, for a total five-year contract amount not to exceed \$425,000.00
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would limit the Authority's ability to obtain assistance at the state level with legislative and public policy issues that impact transportation.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the November 5, 2024, External and Stakeholder Relations & Advocacy Committee meeting. It is recommended that the joint offer of JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC, as negotiated, be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2024-85

AUTHORIZING CONTRACT NO. 2024-107 WITH JB HADDEN OF MURRAY MURPHY MOUL + BASIL LLP AND TERRENCE O'DONNELL OF DICKINSON WRIGHT PLLC TO PROVIDE STATE ADVOCACY SERVICES IN AN AMOUNT NOT TO EXCEED \$255,000.00 FOR A THREE-YEAR PERIOD AND IN AN AMOUNT NOT TO EXCEED \$85,000.00 FOR EACH OF THE TWO OPTION YEARS, FOR A TOTAL FIVE-YEAR CONTRACT AMOUNT NOT TO EXCEED \$425,000.00 (GENERAL FUND, EXECUTIVE DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires professional advocacy services involving legislative and administrative matters at the state level; and

WHEREAS, the joint proposal of JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC, whose principal offices are located, respectively, at 1114 Dublin Road, Columbus, Ohio 43215 and 150 E. Gay Street, 24th Floor, Columbus, OH 43215, to provide state advocacy services for a period of three years with two option years was received on August 27, 2024; and

WHEREAS, after negotiations, an amount not to exceed \$255,000.00 for the base three-year period and an amount not to exceed \$85,000.00 for each of the two option years, for a total five-year contract amount not to exceed \$425,000.00, was agreed upon; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC, as negotiated, to provide state advocacy services for a period of three years with two one-year options to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the joint offer submitted by JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC, as negotiated, to provide state advocacy services for a period of three years with two one-year options be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to enter into a contract with JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC to provide state advocacy services for a period of three years with two one-year options, subject to the approval to the exercise of said options by the General Manager, Chief Executive Officer.

Section 3. That said contract shall be payable from the General Fund, Executive Department budget in an amount not to exceed \$255,000.00 for the base three-year period and in an amount not to exceed \$85,000.00 for each of the two one-year options, for a total five-year contract amount not to exceed \$425,000.00.

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that JB Hadden of Murray Murphy Moul + Basil LLP and Terrence O'Donnell of Dickinson Wright PLLC will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

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

Adopted: November 19, 2024

President

Attest: _____

Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: BROADWAY CORRIDOR TRANSIT ORIENTED DEVELOPMENT PLAN VENDOR: CITY ARCHITECTURE, INC. AMOUNT: \$484,426.59	Resolution No.: 2024-86
	Date: November 14, 2024
	Initiator: Programming & Planning Budget
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to provide professional planning and engineering services for the Broadway Corridor Transit Oriented Development Plan ("Broadway TOD Plan").

2.0 **DESCRIPTION/JUSTIFICATION:** The Authority received federal funding to develop the Broadway TOD Plan along the corridor from the E. 34th Street Station to the intersection of E. 93rd Street within the City of Cleveland as part of the Federal Transit Administration's Pilot Program for Transit Oriented Development. The Broadway TOD Plan will outline transit-oriented and affordable housing development strategies that will address racial and economic disparities, capture economic value, and advance climate action. The Broadway TOD Plan will also address bicycle and pedestrian connectivity to transit and identify opportunities to incorporate green infrastructure.

3.0 **PROCUREMENT BACKGROUND:** The Request for Proposals ("RFP") was posted on the Authority's Procurement website and advertised in local newspapers. Forty-three (43) interested parties, including potential subcontractors, downloaded the solicitation package. Four (4) proposals were received on September 4, 2024. These services were solicited through a competitive negotiated procurement utilizing the Brooks Act Procedures. Under this process, the Authority's evaluation panel first selects the most technically qualified firm, solicits a pricing proposal from that firm, and negotiates price only with that firm. Should the Authority determine that an agreement could not be reached with the most qualified firm, it may reject that proposal and repeat the process with the next most qualified firm. In this instance, negotiations were held with City Architecture, Inc., the first-ranked firm, and an acceptable price was reached.


City Architecture, Inc. has successfully completed projects for the Authority, City of North Olmsted, Cuyahoga Metropolitan Housing Authority, City of Cleveland, Western Reserve Regional Transit Authority, City of Shaker Heights, and University Circle.

The Procurement Department performed a cost analysis and determined the proposed pricing from City Architecture, Inc. in an amount not to exceed \$484,426.59 to be fair and reasonable. The negotiated price is 6.55% below the independent engineer's estimate of \$518,000.00.

4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 10% DBE goal was established for this procurement. City Architecture, Inc. has committed to achieving the DBE participation goal through the utilization of Boulevard Studios, LLC (Caucasian female-owned) in the amount of \$10,120.00 and Urban Partners (Asian Pacific male-owned) in the amount of \$59,860.00, for a total of \$69,980.00 or 14.4%.

- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This procurement shall be payable through the RTA Development Fund, Programming & Planning Department budget, including but not limited to Capital Grant OH-2024-026 in an amount not to exceed \$484,426.59 (\$387,541.27 in federal funds which represents 80% of the total cost).
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will prevent the improvement of transit mobility for businesses and residents along the Broadway corridor.
- 8.0 RECOMMENDATION: This procurement was discussed by the Board of Trustees at the November 5, 2024 Operational Planning & Infrastructure Committee meeting. It is recommended that the offer from City Architecture, Inc be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None.

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2024-86

AUTHORIZING CONTRACT NO. 2024-118 WITH CITY ARCHITECTURE, INC. TO PROVIDE PROFESSIONAL PLANNING AND ENGINEERING SERVICES FOR THE BROADWAY CORRIDOR TRANSIT ORIENTED DEVELOPMENT PLAN IN AN AMOUNT NOT TO EXCEED \$484,426.59 (RTA DEVELOPMENT FUND, PROGRAMMING & PLANNING DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is seeking professional planning and engineering services for the Broadway Corridor Transit Oriented Development Plan ("Broadway TOD Plan"); and

WHEREAS, such design services are available from City Architecture, Inc., located at 12205 Larchmere Boulevard, Cleveland, OH 44120, which offered to provide planning and engineering services for the Broadway TOD Plan in an amount not to exceed \$484,426.59; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of City Architecture, Inc., as negotiated, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer from City Architecture, Inc. to provide planning and engineering services for the Broadway TOD Plan 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 City Architecture, Inc. to provide planning and engineering services for the Broadway TOD Plan.

Section 3. This procurement shall be payable through the RTA Development Fund, Programming & Planning Department budget, including but not limited to Capital Grant OH-2024-026 in an amount not to exceed \$484,426.59 (\$387,541.27 in federal funds which represents 80% of the total cost).

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

Section 5. That the Greater Cleveland Regional Transit Authority's Board of Trustees expects that City Architecture, Inc. will attempt to exceed the 10% DBE goal assigned to this procurement.

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

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: PROJECT 19.08 – ARCHITECT/ENGINEER SERVICES FOR LIGHT RAIL RETAINING WALL REPAIR – PHASE III BLUE LINE VENDOR: MS CONSULTANTS, INC. AMOUNT: NOT TO EXCEED \$359,977.20	Resolution No.: 2024-87
	Date: November 14, 2024
	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 Greater Cleveland Regional Transit Authority (“Authority”) to enter into a contract for Project 19.08 – Architect/Engineer Services for Light Rail Retaining Wall Repair – Phase III Blue Line.
- 2.0 **DESCRIPTION/JUSTIFICATION:** In the third phase of this project, the Authority needs to modify the guard walls and retaining walls along the Blue Line to bring them into a state of good repair. For this third phase, the guard wall limits begin approximately 900 ft. west of the transit station at Lee Road and Van Aken Boulevard and extend to approximately 1,000 ft. east of Lee-Van Aken Station for a total length of 1,900 ft. along both the north and south sides. A pair of retaining walls, within the scope of this project, start on the east side of the bridge over the transit rail at the intersection of Lee Road and Van Aken Boulevard. These walls extend east approximately 500 ft. on both the north and south sides. Another retaining wall surrounds the parking stalls at the northwest corner of the intersection of Avalon Road and Van Aken Boulevard and extends approximately 450 ft. on the north side only.
- 3.0 **PROCUREMENT BACKGROUND:** The Request for Proposal (“RFP”) was posted on the Authority’s Procurement website and advertised in the local newspapers. Eight (8) interested parties, including potential subcontractors, downloaded the solicitation package. Services were solicited through a competitive negotiated procurement utilizing the Brooks Act procedures. Under this process, the Authority’s evaluation panel first selects the most technically qualified firm, solicits a pricing proposal from that firm, and negotiates price only with that firm. Should the Authority determine that an agreement could not be reached with the most qualified firm, it may reject that proposal and repeat the process with the next most qualified firm. In this instance, negotiations were held with ms consultants, Inc., the first ranked firm, and an acceptable price was reached.

The proposer, ms consultants, Inc. has successfully completed projects for the Authority, Great Stone Viaduct Historical Education Society, Inc., Mahoning County, and the City of Cuyahoga Falls, among others.

The Procurement Department performed a cost analysis and determined the proposed pricing from ms consultants, Inc. in an amount not to exceed \$359,977.20 to be fair and reasonable to the Authority. This negotiated price is approximately 2.9% above the engineer’s estimate of \$350,000.00.

- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** All Affirmative Action requirements have been met. A 3% DBE goal was established for this procurement. ms consultants, Inc. has committed to achieving the DBE participation goal through the utilization of Denise's Flagg and Construction Services, Inc. (African American female-owned) in the amount of \$7,880.00, G&T Associates, Inc. (Asian male-owned) in the amount of \$74,105.00, and Somat Engineering of Ohio (Subcontinent Asian male-owned) in the amount of \$61,923.00, for a total of \$143,908.00 or 40%.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grants OH-2021-050-337 and OH-2023-042-307, for a total amount not to exceed \$359,977.20 (\$287,981.76 in federal funds, which represents 80% of total cost).
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer will allow for the potential of greater degradation of the guard walls and retaining walls in this area.
- 8.0 **RECOMMENDATION:** This procurement was discussed by the Board of Trustees at the November 5, 2024 Operational Planning & Infrastructure Committee meeting. It is recommended that the offer from ms consultants, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 **ATTACHMENTS:** None.

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


General Manager, Chief Executive Officer

RESOLUTION NO. 2024-87

AUTHORIZING CONTRACT NO. 2024-120 WITH MS CONSULTANTS, INC. FOR PROJECT 19.08 – ARCHITECT/ENGINEER SERVICES FOR LIGHT RAIL RETAINING WALL REPAIR – PHASE III BLUE LINE IN AN AMOUNT NOT TO EXCEED \$359,977.20 (RTA DEVELOPMENT FUND - ENGINEERING & PROJECT DEVELOPMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority (“Authority”) needs to contract with a firm to provide Architect/Engineer Services for the Light Rail Retaining Wall Repair – Phase III Blue Line described under Project 19.08; and

WHEREAS, the proposal of ms consultants, inc., with an office located at 425 Literary Road, Suite 100, Cleveland, Ohio 44113, to perform said services was received on September 12, 2024 in response to a competitive solicitation; and

WHEREAS, after negotiations, ms consultants, inc. has agreed to perform the required services in an amount not to exceed \$359,977.20; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of ms consultants, inc. to be the most advantageous to the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the negotiated offer of ms consultants, inc. to provide services under Project 19.08 – Architect/Engineer Services for Light Rail Retaining Wall Repair – Phase III Blue Line 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 ms consultants, inc. for the performance of said services.

Section 3. This procurement shall be payable through the RTA Development Fund, Engineering & Project Development Department budget, including but not limited to, Capital Grants OH-2021-050-337 and OH-2023-042-307, for a total amount not to exceed \$359,977.20 (\$287,981.76 in federal funds, which represents 80% of total cost).

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

Section 5. That the Greater Cleveland Regional Transit Authority’s Board of Trustees expects ms consultants, inc. will attempt to exceed the 3% minimum DBE goal assigned to this procurement.

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

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



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

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

Date: November 14, 2024

Subject: Railcar Replacement Program Funding and Contractual Value Supporting
Documents – additional requested information

On Tuesday, November 5, 2024, staff presented the Railcar Replacement Program contractual updates and requested authorization to exercise an option to purchase eighteen (18) additional rail vehicles, spare parts and special tooling, to the Committee of the Whole.

Following the presentation, the Board of Trustees requested additional information relating to:

1. Funding Stack Summary – that was presented during the presentation
2. Contract Value Summary – to include the proposed 18 option order
3. Funding plan for remaining twelve (12) rail vehicles

1. Funding Stack Summary - Presented November 5, 2024, to Committee of The Whole:

The table below is a comprehensive summary of the "Railcar Replacement Program". The amounts presented in the table are budgeted funds for various project tasks that includes engineering and design, construction, railcar purchase and contingency.

RAILCAR REPLACEMENT PROGRAM - FUNDING STACK SUMMARY				
FUNDING SOURCE	FUNDING AMOUNT	AWARDED	COMMITTED	UNCOMMITTED
GCRTA ROLLING STOCK RESERVE FUND	\$79,000,000	\$79,000,000	\$0	\$0
FTA SECTION 5307 AND 5337 FORMULA GRANT FUNDS	\$80,500,000	\$34,232,286	\$46,267,714	\$0
FTA SECTION 5337 IJJA RailCar/USDOT BUILD/RAISE FUND	\$155,000,000	\$155,000,000	\$0	\$0
ODOT STBG/CMAQ	\$50,000,000	\$29,308,000	\$8,272,000	\$12,420,000
ODOT GRF	\$4,500,000	\$4,500,000	\$0	\$0
NOACA STBG	\$24,000,000	\$16,800,000	\$7,200,000	\$0
Total	\$393,000,000	\$318,840,286	\$61,739,714	\$12,420,000



Railcar Replacement Program Associated Projects Task:

Please note that the funding shown in the table above, under the columns "Awarded" and "Committed" (as defined below) total \$380,580,000. This funding is to support the entire Railcar Replacement Program, and not just for the purchase of railcars. Amounts reserved for all the components of the Railcar Replacement Program are as follows:

Project Task	Awarded/Committed	Local Match	Total
Engineering & Design	\$8,240,175	\$2,060,044	\$10,300,219
Rail Modification & Infrastructure	\$23,471,738	\$5,867,935	\$29,339,673
Rail Vehicle Purchase & Spare Parts	\$251,553,212	\$62,888,303	\$314,441,515
Rail Vehicle Purchase	\$4,500,000	\$0	\$4,500,000
Contingency	\$13,814,875	\$3,453,719	\$17,268,594
Available Rolling Stock	\$0	\$4,730,000	\$4,730,000
Total Available Funds	\$301,580,000	\$79,000,000	\$380,580,000

2. Contract Value - Include the proposed 18 Vehicles Options Spare Parts & Special Tooling:

Contract Value / Include 18 Option Vehicles							
	Qty	Description	Unit Price	Sub-Total	Nonrecurring Costs	Change Order Total Price	Contract Value
1	24	Base Contract	\$5,166,336	\$123,992,064	\$39,928,051	\$-	\$163,920,115
2	6	CO #01 - 6 Option Vehicles	\$5,166,336	\$30,998,016	\$-	\$30,998,016	\$194,918,131
3	4	CO #02 - Additional Couplers	\$127,722	\$510,888	\$-	\$510,888	\$195,429,019
4	N/A	CO #03 - Modification of SP20B	\$-	\$-	\$-	\$-	\$-
5	30	CO #04 - Smoke Detectors	\$2,350	\$70,510	\$38,406	\$108,917	\$195,537,936



	Qty	Description	Unit Price	Sub-Total	Nonrecurring Costs	Change Order Total Price	Contract Value
6	1	CO #05 - Wheel Profiles	\$-	\$-	\$51,914	\$ 51,914	\$195,589,850
Pending Board approval		CO #06 - 18 Option Vehicles	\$5,800,000	\$104,400,000	\$-	\$104,400,000	\$299,989,850
Pending Board approval		Spare Parts & Tooling	\$8,400,000	\$-	\$-	\$ 8,400,000	\$308,389,850

3. Funding Plan for the next twelve (12) railcars:

As requested, the funding plan for the next and final twelve (12) rail vehicles are shown below. The plan is to seek and apply for an ODOT competitive grant of \$12.4 million and continue the transfers to the Rolling Stock Reserve fund totaling \$25 million for the years 2025, 2026 and 2027. \$10.5 million has been programmed for Federal funds for FFY 2027 and FFY 2028. Under this plan the Authority currently has an unfunded need of approximately \$24 million. We will continue to make efforts to bridge that gap through seeking additional grants and other options that may become available.

Estimated cost of 12 Option Vehicles @ \$6.0M each

\$72,000,000

Seek competitive grant opportunities (ODOT SFY 2026)

\$12,420,000

(Application due Dec. 31, 2024)

Rolling Stock Reserve - \$10.0M (FY 2025-2026) \$5.0M (FY 2027)

\$25,000,000

Federal Funds FFY 2027- FFY 2028 \$10.5M

\$10,500,000

\$47,920,000

Variance/Shortfall

(\$24,080,000)

As previously highlighted, we are currently reviewing the total Railcar Replacement Program budget to determine the adjustments that may be needed to account for the increased railcars



cost, infrastructure modifications and the Program's contingency. In the first half of 2025, we plan to bring the revised Program budget for the Board's review.

Notes:

Funding Stack Category Definitions:

Awarded – funds have been reserved or apportioned by grantor or GCRTA (Rolling Stock Reserve Fund).

Committed – funds have been programmed in the Capital Improvement Plan or grantor has provided a letter of intent supporting the railcar replacement program.

Uncommitted – funding commitments have not been received. GCRTA must complete and submit competitive grant application annually.

1. The amounts shown in the above "Funding Stack Summary" are federal and state contributions only. The amount set-aside for rolling stock \$79.0M will be sourced as local match.
2. Amounts identified as "committed or uncommitted" can change at any time until grant agreements are signed.
3. The Authority must exercise a minimum of 6 vehicles (\$36.0M) by August 2025 to minimize costs in escalation, and to maintain the current production schedule without any penalties.
4. The Finance Division and Railcar Committee will continue working together to determine the number of vehicles for the next option order (6 or 12) based on funding availability while ensuring minimal escalation costs and no impact to the production schedule.

IBT/FRC/CY



TITLE/DESCRIPTION: CONTRACT: AUTHORIZING THE EXERCISE OF AN OPTION TO PURCHASE EIGHTEEN (18) HIGH FLOOR LIGHT RAIL VEHICLES, SPARE PARTS AND TOOLING VENDOR: SIEMENS MOBILITY, INC. AMOUNT: BASE PRICE OF \$5,166,336.00 PLUS INFLATIONARY INCREASE CALCULATED AT TIME OF FINAL ASSEMBLY, FOR A NEW ESTIMATED PER RAILCAR PRICE OF \$5,800,000.00	Resolution No.: 2024-88
	Date: November 14, 2024
	Initiator: Fleet Management 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 authorize the Greater Cleveland Regional Transit Authority ("Authority") to exercise an option for the procurement and delivery of eighteen (18) of the thirty (30) remaining option vehicles, including spare parts and tooling, that are available under Contract No. 2021-125 which was approved by the Board of Trustees in Resolution No. 2023-26 adopted April 18, 2023.
- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority currently operates a fleet of 40 heavy rail vehicles that service the Red Line and 29 light rail vehicles that service the Blue, Green and Waterfront Lines. The Federal Transit Administration ("FTA") identifies the default useful life benchmark for both heavy and light rail vehicles to be 31 years. The existing heavy rail vehicle fleet began service in 1984 (39 years ago). The existing light rail vehicle fleet began service in 1981 (42 years ago). Both fleets have exceeded their useful life for railcars. To continue to provide safe, reliable and cost-effective service, the Authority determined it to be in its best interest to replace the entire fleet of railcars.
- 3.0 **PROCUREMENT BACKGROUND:** On April 18, 2023, the Authority awarded Contract No. 2021-125 to Siemens Mobility, Inc. ("Contract") for the manufacture and delivery of up to twenty-four (24), High Floor Light Rail vehicles, spare parts, tooling and training in an amount not to exceed \$163,920,115.00, with an option to procure up to thirty-six (36) additional railcars, spare parts, tooling and training to be delivered over the seven (7) year contract term.
- The Contract included a provision for the one-time purchase of up to six (6) railcars, within six (6) months of Notice to Proceed, at the original contract unit price of \$5,166,336.00, with no escalation. The Board of Trustees, on November 28, 2023, in Resolution No. 2023-088, authorized the first option to purchase those six (6) additional railcars. There have been four (4) additional change orders in a total amount of \$671,718.21, authorized by the General Manager, Chief Executive Officer, as identified on the attached Change Order Log.
- The Authority now seeks to exercise an option to purchase eighteen (18) of the railcars remaining under the Contract. The Contract provided that the price for the last thirty (30) railcars would be priced at the original base price of \$5,166,336.00 plus an inflationary price increase that would be calculated at the time of final assembly of each railcar based on the Producer Price Index for Transportation Equipment and a national labor index that is published monthly by the United States Department of Labor Bureau of Labor Statistics.


Application of a ten-year historical review of those indices results in a projected price of \$5,800,000.00 per railcar at the time of final assembly. As of September 2024, the base price of \$5,166,336.00 has already risen to \$5,342,171.56 based on the market indices.

Funding has been identified to fund this change order in an amount not to exceed \$104,400,000.00 for the eighteen (18) railcars, and in an amount not to exceed \$8,400,000.00 for the spare parts and tooling, resulting in a total change order amount of \$112,800,000.00 and new total contract budgeted amount of \$308,389,850.00. This procurement will result in twelve (12) railcars remaining under the contract option.

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

- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** Per federal regulations, the Office of Business Development does not conduct Affirmative Action reviews or establish goals on procurements involving the purchase of Transit Motor Vehicles.
- 5.0 **POLICY IMPACT:** Does not apply.
- 6.0 **ECONOMIC IMPACT:** This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to Rolling Stock Reserve Funds as local match and Capital Grants from the FTA FFY 2024-FFY 2027 and Rail Vehicle Replacement Program in an amount not to exceed \$78,550,000.00, and pending commitments from Northeast Ohio Agency Areawide Coordinating Agency ("NOACA") in an amount not to exceed \$9,000,000.00, and pending commitments from the Ohio Department of Transportation Ohio Transit Preservation Partnership Program in the amount of \$16,850,000.00 and pending grant realignments for FFY 2026 through FFY 2028 in the amount of \$8,400,000.00 for spare parts and tooling, which results in a total change order amount of \$112,800,000.00. This resolution is contingent upon FTA approval of pending federal transit grant awards for FFY 2025-FFY 2027 and pending discretionary grants. (\$83,520,000.00 in federal funds which represent 80% of total cost). This change order will result in a new total contract amount not to exceed \$308,389,850.00.
- 7.0 **ALTERNATIVES:** Reject this offer. Rejection of this offer would delay the ability of the Authority to purchase replacement railcars.
- 8.0 **RECOMMENDATION:** This contract option was discussed by the Board of Trustees at the November 5, 2024 Committee of the Whole meeting. It is recommended that the negotiated offer from Siemens Mobility, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to modify the contract.
- 9.0 **ATTACHMENTS:** Change Order Log.

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


General Manager, Chief Executive Officer

CHANGE ORDER No. 6 LOG

CONTRACT NO. 2021-125

**TECHNICAL SPECIFICATION, PROGRA MANAGEMENT AND ENGINEERING SERVICES FOR
 RED LINE HRV REPLACEMENT**

Contract #2021-125

Contractor: Siemens Mobility Inc.

Original Contract Amount \$163,920,115.00

Total G.M./C.E.O. Authority Remaining \$ 5,828,281.79

Total Change Order Amount To Date \$31,669,734.21 (\$144,469,734.21 Pending Board Approval)

ITEM NO.	NOTE No.	APPROVAL DATE	CHANGE ORDER AMOUNT	APPROVAL AUTHORITY	NEW CONTRACT AMOUNT
1	1	11-28-23	\$30,998,016	BOT	\$194,918,131.00
2	2	12-5-23	\$510,888	\$5,989,112.00	\$195,429,019.00
3	3	12-6-23	\$0.00	\$5,989,112.00	\$195,429,019.00
4	4	3-29-24	\$108,916.54	\$5,880,195.46	\$195,537,935.54
5	5	8-6-24	\$51,913.67	\$5,828,281.89	\$195,589,849.21
6	6	*11-19-24	\$112,800,000	BOT	\$308,389,850.00

NOTES/CHANGE ORDER DESCRIPTION:

CO No. 1 – Exercise 6 Vehicle Options

CO No. 2 – 4 Additional Couplers

CO No. 3 – Modification of SP-20B

CO No. 4 – Smoke Detectors

CO No. 5 – Additional Wheel Profiles

**CO No. 6 – 18 Option Vehicles, Spare Parts & Tooling - Change Order #6 has not been executed but is shown to display the full value of the contract after exercising Option 2 for 18 additional vehicles*

RESOLUTION NO. 2024-88

AUTHORIZING THE EXERCISE OF AN OPTION UNDER CONTRACT NO. 2021-125 WITH SIEMENS MOBILITY, INC. FOR THE PURCHASE AND DELIVERY OF EIGHTEEN (18) HIGH FLOOR LIGHT RAIL VEHICLES AT THE CONTRACTUAL BASE PRICE OF \$5,166,336.00 PLUS AN INFLATIONARY PRICE INCREASE CALCULATED AT THE TIME OF FINAL ASSEMBLY BASED ON THE PRODUCER PRICE INDEX FOR TRANSPORTATION EQUIPMENT AND A LABOR INDEX PUBLISHED MONTHLY BY THE UNITED STATES DEPARTMENT OF LABOR BUREAU OF LABOR STATISTICS, SPARE PARTS AND TOOLING (RTA DEVELOPMENT FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently operates a fleet of forty (40) heavy rail vehicles on the Red Line and twenty-nine (29) light rail vehicles along the Blue, Green and Waterfront Lines; and

WHEREAS, the Authority has identified the need to replace both the heavy and light rail fleet of railcars which have exceeded their useful life; and

WHEREAS, Resolution No. 2023-26 authorized Contract No. 2021-125 ("Contract") with Siemens Mobility, Inc. ("Siemens") for the manufacture and delivery of up to twenty-four (24) High Floor Light Rail Vehicles ("LRVs"), spare parts, tooling and training in an amount not to exceed \$163,920,115.00, with options to procure up to thirty-six (36) additional railcars, spare parts, tooling and training to be delivered over the seven (7) year contract term; and

WHEREAS, on November 28, 2023 in Resolution No. 2023-088, the Authority's Board of Trustees authorized the exercise of an option to purchase six (6) additional railcars at the original contract unit price of \$5,166,336.00, for a total negotiated amount not to exceed \$30,998,016.00, resulting in a new total contract amount not to exceed \$194,918,131.00; and

WHEREAS, pursuant to the original options under the Contract, Siemens has offered to manufacture and deliver eighteen (18) additional railcars at the contractual base price of \$5,166,336.00 plus an inflationary price increase based on a producer price index for transportation equipment and a national labor index, which will be calculated at the time of final assembly, resulting in a new estimated price per railcar of \$5,800,000.00; and

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

WHEREAS, there will be twelve (12) railcar options still remaining under the Contract.

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

Section 1. That the negotiated offer of Siemens to provide eighteen (18) additional LRVs, spare parts and tooling, be and the same is accepted.

Section 2. That the General Manager, Chief Executive Officer of the Authority be and she is hereby authorized to exercise an option to Contract No. 2021-125 with Siemens for the purchase of eighteen (18) LRVs at the contractual base unit price of \$5,166,336.00 plus an inflationary price increase that will be calculated at the time of final assembly based on the producer price index for transportation equipment and a national labor index published monthly by the United States Department of Labor Bureau of Labor Statistics, and spare parts and tooling.

Section 3. That the current projection for the total price per railcar is \$5,800,000.00, based on the original base contract unit price of \$5,166,336.00 plus projected inflationary increases accruing until the anticipated date of final assembly.

Section 4. This contract option shall be funded through the RTA Development Fund, Fleet Management Department budget, including but not limited to Rolling Stock Reserve Funds as local match and Capital Grants from the Federal Transit Administration ("FTA") FFY 2024-FFY 2027 and Rail Vehicle Replacement Program in an amount not to exceed \$78,550,000.00, and pending commitments from Northeast Ohio Agency Areawide Coordinating Agency ("NOACA") in an amount not to exceed \$9,000,000.00, and pending commitments from Ohio Department of Transportation Ohio Transit Preservation Partnership Program in the amount of \$16,850,000.00 and pending grant realignments for FFY 2026 through FFY 2028 in the amount of \$8,400,000.00 for spare parts and tooling, which results in a total change order amount of \$112,800,000.00. This resolution is contingent upon FTA approval of pending federal transit grant awards for FFY 2025-FFY 2027 and pending discretionary grants (\$83,520,000 in federal funds which represent 80% of total cost). This change order will result in a new total contract amount not to exceed \$308,389,850.00.

Section 5. That said contract option shall be binding upon and an obligation of the Authority contingent upon future funding, compliance by the contractor to the Specifications and Addenda, if any; the Affirmative Action Plan adopted by the Board of Trustees; bonding and insurance requirements and all applicable laws relating to contractual obligations of the Authority.

Section 6. That all terms and conditions of the original contract remain unchanged.

Section 7. That this resolution shall become effective immediately upon its adoption.

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FURNISHING OF BUS BATTERIES, AS SPECIFIED & AS REQUIRED, FOR A PERIOD OF TWO YEARS VENDOR: PARTS AUTHORITY, LLC AMOUNT: NOT TO EXCEED \$103,664.00	Resolution No.: 2024-89
	Date: November 14, 2024
	Initiator: Fleet Management Department

ACTION REQUEST:
 Approval Review/Comment Information Only Other _____

- 1.0 **PURPOSE/SCOPE:** This action will allow the Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract for the furnishing of bus batteries, as specified and as required, for a period of two years.
- 2.0 **DESCRIPTION/JUSTIFICATION:** This contract for bus batteries is necessary to operate the Authority's revenue and non-revenue vehicles.
- 3.0 **PROCUREMENT BACKGROUND:** The Invitation for Bid (IFB) was posted on the Authority's Procurement web site and advertised in the local newspapers. Thirteen interested parties downloaded the solicitation. Six bids were received on October 02, 2024.

Supplier	Battery Type	Estimated Qty	Unit Price	*Per Unit Core Credit	Estimated Contract Price
Parts Authority	Group 31 Wet Cell	800	\$ 89.77	\$ 29.00	\$ 50,936.00
	Group 31 Wet Cell	800	\$ 92.01	\$ 29.00	\$ 52,728.00
Total					\$ 103,664.00

Cummins	Group 31 AGM	800	\$ 92.42	\$ 24.00	\$ 56,656.00
	Group 31 AGM	800	\$ 99.05	\$ 24.00	\$ 61,960.00
Total					\$ 118,616.00

Northeast Battery	Group 31 Wet Cell	800	\$ 103.14	\$ 18.00	\$ 69,552.00
	Group 31 Wet Cell	800	\$ 108.57	\$ 18.00	\$ 73,896.00
Total					\$ 143,448.00

Suburban	Group 31 Wet Cell	800	\$ 100.68	-	\$ 80,544.00
	Group 31 Wet Cell	800	\$ 100.68	-	\$ 80,544.00
Total					\$ 161,088.00

DLR Distribution	Group 31 Wet Cell	800	\$ 98.65	-	\$ 78,920.00
	Group 31 Wet Cell	800	\$ 108.60	-	\$ 86,880.00
Total					\$ 165,800.00

Malor Company	Group 31 Wet Cell	800	\$ 497.21	\$ 27.00	\$ 378,328.00
	Group 31 Wet Cell	800	\$ 497.21	\$ 27.00	\$ 378,328.00
Total					\$ 756,656.00

*Core return quantity is computed at 90% of estimated purchase quantity

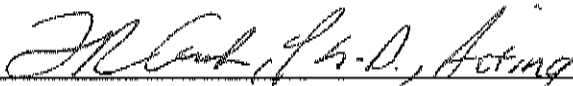
The bid from Parts Authority, LLC has been determined by the Procurement Department to be the lowest responsive bid from a responsible bidder.

The bid requires the successful bidder to dispose of old, non-usable battery cores by recycling them and crediting the Authority for their value. These credits are applied against the invoices for the new replacement batteries purchased under the terms of the contract. The core return quantity is computed at 90% of estimated annual purchase quantity, or 720.

A price analysis has been performed, and the Procurement Department has determined the price from Parts Authority, LLC to be fair and reasonable to the Authority. The bid price is approximately 16.67% below the budget estimate.

- 4.0 AFFIRMATIVE ACTION/DBE BACKGROUND: All Affirmative Action requirements have been met. A 0% DBE goal was established for this procurement due to the lack of certified DBE firms.
- 5.0 POLICY IMPACT: Does not apply.
- 6.0 ECONOMIC IMPACT: This procurement will be funded through the General Fund, Fleet Management Department budget, in an amount not to exceed \$103,664.00, for the two-year period.
- 7.0 ALTERNATIVES: Reject this bid. Rejection of this bid would impact the Authority's ability to operate revenue and non-revenue vehicles.
- 8.0 RECOMMENDATION: It is recommended that the bid of Parts Authority, LLC be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2024-89

AUTHORIZING CONTRACT NO. 2024-134 WITH PARTS AUTHORITY, LLC FOR THE FURNISHING OF BUS BATTERIES, AS SPECIFIED AND AS REQUIRED, FOR A PERIOD OF TWO YEARS IN AN AMOUNT NOT TO EXCEED \$103,664.00 (GENERAL FUND, FLEET MANAGEMENT DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") requires the furnishing of bus batteries to operate the Authority's revenue and non-revenue vehicles; and

WHEREAS, the bid from Parts Authority, LLC, located at 3 Dakota Drive, Ste #110, New Hyde Park, New York 11042, for the furnishing of bus batteries, as specified and as required, for a period of two years was received on October 02, 2024, at unit prices resulting in a total contract amount not to exceed \$103,664.00; and

WHEREAS, the General Manager, Chief Executive Officer deems the bid of Parts Authority, LLC 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 Parts Authority, LLC for the furnishing of bus batteries, as specified and as required, for a period of two years be and the same is hereby accepted.

Section 2. That the General Manager, Chief Executive Officer be and she is hereby authorized to enter into a contract with Parts Authority, LLC for the furnishing of bus batteries, as specified and as required, for a period of two years.

Section 3. That said contract shall be funded through the General Fund, Fleet Management Department budget, in an amount not to exceed \$103,664.00 for a period of two years.

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

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

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

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: LINK LAYER AUTHENTICATION ACCESS KEYS VENDOR: MOTOROLA SOLUTIONS, INC. AMOUNT: NOT TO EXCEED \$127,132.12	Resolution No.: 2024-90
	Date: November 14, 2024
	Initiator: Information Technology 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 Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract with Motorola Solutions, Inc. ("Motorola") to purchase link layer authentication access keys, an additional security feature which supports the Multi-Agency Radio Communication System ("MARCS"), in accordance with state and local regulations.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority currently utilizes Motorola radio equipment and software for audio communications between vehicles and dispatch for fixed route buses, Paratransit, rail and Transit Police. This equipment and software utilize the state's first responder MARCS network for audio communications. The MARCS radio system will require all agencies to utilize this authentication process as of 2025. Motorola will provide the access keys, and the Authority will be responsible for the labor to program the radios. This is an additional security feature that adds another layer of authentication between radios before they can transmit, preventing unauthorized radios from accessing the Authority's secure MARCS network.

- 3.0 **PROCUREMENT BACKGROUND:** R.C. Section 306.43(H)(4) provides political subdivisions within the State of Ohio the opportunity to participate in contracts negotiated and executed by the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program, for the purchase of supplies, services, equipment, and materials. The Authority's Board of Trustees authorized the General Manager, Chief Executive Officer to enter into such contracts by Resolution No.1990-069.

 The State of Ohio Cooperative Purchasing Program includes a contract with Motorola, under State Term Contract No. 573077-0. Said contract will allow the Authority to purchase link layer authentication access keys in an amount not to exceed \$127,132.12.

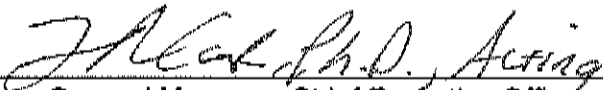
- 4.0 **AFFIRMATIVE ACTION/ DBE BACKGROUND:** The Office of Business Development does not conduct Affirmative Action reviews or establish DBE participation goals on procurements included in the State Cooperative Purchasing Program.

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

- 6.0 **ECONOMIC IMPACT:** This procurement will be funded through the General Fund, Information Technology Department budget, in an amount not to exceed \$127,132.12.

- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer will delay the Authority's ability to install the link layer authentication access keys on its radio equipment, putting the Authority at risk of being out of compliance with MARCS requirements and potentially leading to disrupted security, possible communication failures, public safety risk, and operational inefficiencies.
- 8.0 RECOMMENDATION: It is recommended that the offer of Motorola be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2024-90

AUTHORIZING CONTRACT NO. 2024-160 WITH MOTOROLA SOLUTIONS, INC., FOR LINK LAYER AUTHENTICATION ACCESS KEYS IN AN AMOUNT NOT TO EXCEED \$127,132.12 (GENERAL FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") utilizes the Multi-Agency Radio Communications System ("MARCS") network for communications across the Authority's dispatch, buses, trains, Transit Police, and supervisor radios; and

WHEREAS, the Authority utilizes Motorola Solutions, Inc. ("Motorola") radio equipment for communications on the MARCS network; and

WHEREAS, all subscribers utilizing the MARCS network will now be required to have link layer authentication access keys installed on all radio equipment accessing the MARCS network; and

WHEREAS, these access keys for the MARCS network are available from Motorola, located at 12430 Plaza Dr., Cleveland, Ohio 44130, through the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program; and

WHEREAS, R.C. 306.43(H)(4) provides that competitive procedures are not required when a purchase is made from another political subdivision, public agency, public transit system, regional transit authority, the state, or the federal government, or as a third party beneficiary under a state or federal procurement contract, or as a participant in a department of administrative services contract under R.C. 125.04(B); and

WHEREAS, the Authority's Board of Trustees authorized utilization of the State of Ohio Cooperative Purchasing Program in Resolution 1990-069; and

WHEREAS, the General Manager, Chief Executive Officer deems the offer of Motorola, utilizing the State of Ohio Cooperative Purchasing Program, to be in the best interest of the Authority and recommends acceptance thereof by the Board of Trustees.

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

Section 1. The offer of Motorola to provide link layer authentication access keys to the Authority 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 Motorola, to provide link layer authentication access keys.

Section 3. That said contract will be funded through the General Fund, Information Technology Department budget, in an amount not to exceed \$127,132.12.

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

Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: CONTRACT: FLEETWATCH HOSTED SOFTWARE MAINTENANCE AND SUPPORT VENDOR: S&A SYSTEMS, INC. AMOUNT: NTE \$113,910.42 FOR A PERIOD OF THREE YEARS	Resolution No.: 2024-91
	Date: November 14, 2024
	Initiator: Information Technology 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 Greater Cleveland Regional Transit Authority ("Authority") to enter into a contract to purchase a hosted software solution to upgrade the Fleetwatch system. This upgrade will migrate the existing on-premise system to a cloud-hosted environment where the vendor will manage and maintain the servers, operating system, databases, and all related maintenance tasks for a period of three years.

- 2.0 **DESCRIPTION/JUSTIFICATION:** The Authority relies on Fleetwatch software developed by S&A Systems, Inc. to track vehicle fluid consumption, which integrates with garage hardware and vehicle devices at fuel pumps. Due to limited staffing, maintaining the current on-premise system is no longer feasible. Upgrading to a cloud-hosted solution managed by S&A Systems, Inc. will ensure reliable maintenance, disaster recovery, and technical support through primary and backup facilities, aligning with the Authority's operational needs. This contract secures the hosted Fleetwatch service for consistent system functionality and disaster resilience.

- 3.0 **PROCUREMENT BACKGROUND:** This contract is exempt from competition pursuant to R.C. 306.43(H)(3) which provides that competitive procedures are not required when the expenditure is for a renewal or renegotiation of a lease or license for telecommunications or electronic data processing equipment, services, or systems, or for the upgrade of such equipment, services, or systems, or for the maintenance thereof as supplied by the original source or its successors or assigns.

 A cost analysis has been performed, and the Procurement Department has determined the negotiated proposal from S&A Systems, Inc. in an amount not to exceed \$113,910.42 for a period of three years to be fair and reasonable to the Authority. The negotiated pricing is 2.64% below the estimate for this purchase.

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

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

- 6.0 ECONOMIC IMPACT: This procurement will be funded through the General Fund, Information Technology Department budget, in an amount not to exceed \$113,910.42 for a period of three years.
- 7.0 ALTERNATIVES: Reject this offer. Rejection of this offer would jeopardize the Fleetwatch system's functionality, disrupting essential fluid tracking and vehicle maintenance operations critical to the Authority's fleet management and disaster recovery readiness.
- 8.0 RECOMMENDATION: It is recommended that the offer from S&A Systems, Inc. be accepted and the resolution adopted authorizing the General Manager, Chief Executive Officer to enter into a contract.
- 9.0 ATTACHMENTS: None

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



General Manager, Chief Executive Officer

RESOLUTION NO. 2024-91

AUTHORIZING CONTRACT NO. 2024-170 WITH S&A SYSTEMS, INC. TO PROVIDE FLEETWATCH HOSTED SOFTWARE MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE YEARS IN AN AMOUNT NOT TO EXCEED \$113,910.42 (GENERAL FUND, INFORMATION TECHNOLOGY DEPARTMENT BUDGET)

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") currently utilizes S&A Systems, Inc. licensed products for the Fleetwatch vehicle fluid tracking system; and

WHEREAS, the offer of S&A Systems, Inc., located at 992 Sids Rd. Rockwall TX, 75032, to provide hosted software services to support the Fleetwatch vehicle fluid tracking system was received on August 29, 2024; and

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

WHEREAS, the General Manager, Chief Executive Officer deems the negotiated offer of S&A Systems, Inc. to be in the best interest of the Authority, price and other factors considered, and recommends acceptance thereof by the Board of Trustees.

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

Section 1. That the offer of S&A Systems, Inc. to provide hosted software services to support the Fleetwatch vehicle fluid tracking system for a period of three years 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 S&A Systems, Inc. to provide hosted software services to support the Fleetwatch vehicle fluid tracking system for a period of three years.

Section 3. This procurement will be funded through the General Fund, Information Technology Department budget, in an amount not to exceed \$113,910.42 for a period of three years.

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

Section 5. That the Authority's Board of Trustees expects that S&A Systems, Inc. will attempt to exceed the 0% minimum DBE goal assigned to this procurement.

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

Adopted: November 19, 2024

President

Attest: _____

Secretary-Treasurer

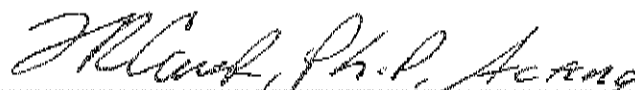


TITLE/DESCRIPTION: LEASE: LEASE OF LAND ADJACENT TO THE BROOKPARK RAPID TRANSIT STATION, 17510 BROOKPARK ROAD, BROOK PARK, OHIO 44135 LESSEE: BARONS BUS, INC., AN OHIO FOR-PROFIT CORPORATION TERMS: TEN-YEAR TERM WITH AN OPTION FOR TWO RENEWAL TERMS OF FIVE YEARS EACH. BASE RENT IS \$12,000.00 FOR THE FIRST YEAR, INCREASING 2.5% PER ANNUM DURING THE INITIAL TERM AND EACH YEAR OF THE RENEWAL TERMS	Resolution No.: 2024-92
	Date: November 14, 2024
	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:** The resolution seeks approval for a lease agreement with Barons Bus, Inc. ("Barons"), an Ohio for-profit corporation, to operate an intermodal bus terminal on surplus property owned by the Greater Cleveland Regional Transit Authority ("GCRTA") and described as the overflow lot of the Brookpark Rapid Transit located at 17510 Brookpark Road, Brook Park, Ohio 44135. The initial term is for ten years with two five-year renewal options. Rent will be \$12,000.00 for the first year of the initial term and will increase by 2.5% each year of the initial term and each year of the renewal terms. In accordance with federal law, GCRTA will reserve the right to cancel the lease if necessary to maintain satisfactory continuing control over transit facilities.
- 2.0 **DESCRIPTION/JUSTIFICATION:** GCRTA acquired the property in 1975 as part of the Mass Transit System Transfer Agreement. The portion of the property proposed for the lease is a surplus parking area that is not needed for transit operations. Barons will construct and maintain a new bus terminal solely at its expense, as well as all leasehold improvements required to support the new terminal. Use of the new terminal will be shared with Greyhound Lines, Inc., as authorized by a sublease or license agreement with the Barons and approved by GCRTA.
- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The lease is consistent with the Real Estate and Transit Oriented Development Policies of GCRTA and promotes intermodal transit services and enhancements to the transit system.
- 6.0 **ECONOMIC IMPACT:** The income from the market rent reduces the operating and maintenance costs at the Brookpark Rapid Transit Station.
- 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 lease agreement for approval to the Board of Trustees.
- 9.0 ATTACHMENTS: 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

DRAFT

BASIC LEASE INFORMATION

Date:

Landlord: Greater Cleveland Regional Transit Authority

Tenant: BARONS BUS, INC.

Trade Name: Barons Bus

Premises: Brookpark Rapid Transit Station Overflow Lot
Number and Street: 17510 Brookpark Road
City: Brook Park 44135
County: Cuyahoga
State: Ohio

LENGTH OF TERM: Ten (10) Years with two (2) five-year extension options

COMMENCEMENT DATE: January 1, 2025

INITIAL BASE RENT: \$1,000/month

SECURITY DEPOSIT: \$0

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

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

TENANT'S ADDRESS FOR NOTICES: Barons Bus, Inc.
13315 Brookpark Road
Brook Park, Ohio 44142

GUARANTOR: N/A

SPECIAL CONDITIONS:

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

LEASE

This Lease is made on _____, by the **GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**, a political subdivision of the State of Ohio organized under Revised Code Chapter 306, whose principal business office is located at 1240 West 6th Street, Cleveland, Ohio, 44113 ("Landlord"), and **BARONS BUS, INC.**, an Ohio for profit corporation, whose principal business office is located at 13315 Brookpark Road, Brook Park, OH 44142 ("Tenant").

1. **AGREEMENT TO LEASE**

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to the provisions of this Lease. This lease is contingent upon the Federal Transit Administration ("FTA") concurring with the proposed use of Premises by Tenant, since there is a federal interest as the FTA funded certain prior improvements to the Premises. Landlord has requested FTA's concurrence, and will advise Tenant once FTA responds. The provisions of section 3.B. may apply.

2. **PREMISES**

The Premises includes 1.74 acres of exterior space in the Overflow Lot of the Brookpark Rapid Transit Station and other unpaved areas around the exterior of the Overflow Lot that are all adjacent to that rail station which is located at 17600 Brookpark Road, Cleveland, Ohio 44135. The Premises included in the Lease are located in the City of Brook Park, Cuyahoga County, Ohio, within PPN 344-30-001 and have a street address of 17510 Brookpark Road (the "Premises"). The Landlord also grants to Tenant for the duration of this Lease rights of ingress and egress to the Premises through a certain driveway within PPN 344-30-014 that runs from Brookpark Road north along the west side of the Premises and along the entire east side of the Brookpark Rapid Transit Station's east parking lot.

The Premises and Site Plan are more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"**, attached hereto and made a part of this Lease. Tenant accepts the Premises described in **Exhibits A-1 and A-2** in an "AS IS" condition without warranty by Landlord of any kind or nature, express or implied.

3. **TERM**

A. Commencement Dates. The term of this Lease will be ten (10) years, beginning on January 1, 2025 (the "Commencement Date") and expiring on December 31, 2034. Tenant shall have the right to two (2) five-year extensions of the term of this lease by giving thirty (30) days written notice prior to the expiration of the original term or first extended term. Rent will be waived until the earlier of: i) the date the City of Brook Park issues a certificate of occupancy for the Tenant's new building that will be constructed upon the Premises; or, ii) the beginning of the tenth (10th) month of the Term (the applicable date is the "Rent Commencement Date").

B. Cooperation or Cancellation to Meet Transit Needs. The Tenant's use of the Premises is expected to benefit the public by providing a consolidated transit option and a seamless transit transfer opportunity between Tenant's intercity and interstate bus service and Landlord's transit service. Notwithstanding anything contained herein, Landlord reserves the right to cancel the Lease if that becomes necessary in order to maintain satisfactory continuing control over transit facilities funded by federal assistance to the extent required by federal law. This cancellation right will not be invoked unless all other options to address the transit need have

been explored and determined not to be feasible. The parties agree to cooperate with each other to explore and implement alternatives. Alternatives might include temporary shared use of the Premises and/or other parts of the Brookpark Rapid Transit Station facility, such as permitting temporary transit parking or transit bus travel across the Premises to accommodate transit needs for special events, high capacity needs, or to accommodate short-term construction needs. This accommodation provision is mutual, such that if Tenant requires added space at other parts of the Brookpark Rapid Transit Station due to temporary capacity or construction needs or the like, Landlord will likewise accommodate Tenant's needs if feasible. The parties will negotiate in good faith to set the fair market compensation for such temporary uses, and each agrees to be responsible for repairing any damage caused by its use of the other party's real property..

If Landlord exercises this right to cancel, Landlord will endeavor to provide notice to Tenant at least twelve (12) months prior to the effective date of Lease cancellation. To the extent a shorter cancellation period is necessitated, and provided that Tenant is not in default under the Lease, Landlord shall waive or credit the payment of rent for the final six (6) months of Tenant's possession (for example, if Landlord provides notice five months prior to the effective cancellation date, then Landlord will waive rent for those five months and also reimburse Tenant for the most recent one month of rent already paid). Notwithstanding anything contained herein, Tenant reserves the right to cancel the Lease at any time and for any reason by giving notice to Landlord at least twelve (12) months prior to the effective date of Lease cancellation.

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

- i. this Lease will not be void or voidable, unless Landlord does not delivery the Premises within ninety (90) days after the Commencement Date,
- ii. Landlord will not be liable to Tenant for any resultant loss or damage, and
- iii. unless Landlord is not able to deliver possession of the Premises to Tenant on the Commencement Date because of Tenant's delays, Rent (hereinafter defined) will be waived for the period between the Commencement Date and the date on which Landlord delivers possession of the Premises to Tenant.

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

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

4. RENT

A. Payment. Tenant will pay Landlord the monthly rent stated in **Exhibit "B"** attached hereto and made a part hereof in equal consecutive monthly installments on or before the first day of each month during the term of this Lease (the "Base Rent"), subject to the waiver provided for in paragraph 3.A. herein. The Base Rent will be paid in advance at the address specified for Landlord in the basic Lease information, or such other place as Landlord designates, without prior demand and without any abatement, deduction or setoff. The obligation to pay Rent is an independent, unconditioned covenant. If the Rent Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month will be prorated on a daily basis.

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

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

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

E. Security Deposit. The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord is unpaid, including, but not limited to, utility charges, Taxes and Tenant's proportionate share of Landlord's Insurance, or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum payable by Tenant to Landlord for loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall, upon demand, restore the Security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned to Tenant within ninety (90) days following the expiration or earlier termination of this Lease, less any sums payable by Tenant to Landlord.

5. TAXES

A. Obligation for Payment. Unless Landlord has exercised its rights pursuant to paragraph 5 F, Tenant will pay all taxes directly to the taxing authority, including without limitation real estate and personal property taxes and assessments assessed, levied, confirmed, or

imposed during the term of this Lease (other than net income taxes) (collectively, "Taxes") whether or not now customary or within the contemplation of Landlord and Tenant:

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

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

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

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

E. Right to Contest Taxes. Tenant will have the right to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, only after paying such Taxes or posting such security as Landlord may reasonably require

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

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

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

6. UTILITIES

Tenant shall, at its sole cost and expense, arrange for the furnishing of all services and utilities necessary for the operation of the Premises, including without limitation communication, energy, water and sewer, necessary for the operation of the Premises, and Tenant covenants and agrees to pay all charges therefor directly to the applicable public utility or entity furnishing such service to the Premises. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of services and utilities furnished to the Premises by others, except to the extent such failure or defect is caused by the negligence or intentional misconduct of Landlord.

Landlord acknowledges that certain new utility lines may need to be installed, including across Landlord's property outside of the Premises. Landlord agrees to provide Tenant with any easements or authorizations that are reasonable and necessary for such utility lines and Tenant agrees to coordinate with Landlord as to the location of such new utility lines.

7. INSURANCE AND WAIVER OF SUBROGATION

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

Approval by Landlord: Approval of the insurance by Landlord shall not relieve or decrease the liability of Tenant hereunder. It is to be understood that Landlord does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect Tenant's interests or liabilities. An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by Landlord. Landlord shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

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

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

- i. Commercial General Liability Insurance in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage arising out of the maintenance, use or occupancy of the Premises. Such insurance will contain a provision that Landlord, although named as an additional insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, officers, and employees, or the property of such persons. Such insurance will also, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Policy to include contractual liability coverage insuring the indemnification provision contained in Section 19 of this Lease.

Landlord will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.

- ii. Business Automobile Liability Insurance in the amount of \$5,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the Premises.
- iii. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Lease and under the control of Tenant. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio, a copy of a

certificate of premium payment from the Industrial commission and Bureau of Workers Compensation, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

- iv. Property Insurance written on a "Special Form" or equivalent basis in the full amount of the replacement cost of any improvements and betterments added by Tenant and contents now or after this date located on the Premises estimated at \$300,000.00. The coverage will be on a replacement cost basis.

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

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

The certificate shall provide the following:

- i. The policy shall be written on an occurrence basis. If any insurance specified above is written on a "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, Tenant shall:
 - (1) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the Commencement Date of this Lease.
 - (2) Maintain and provide evidence of similar insurance for at least one-(1) year following the termination of this Lease; and
 - (3) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Commencement Date of this Lease, Tenant shall purchase "extended reporting" coverage for a minimum of three (3) years after termination of this Lease.
- ii. Name Landlord as an additional insured for all liability coverage under i (Commercial General Liability) and ii (Business Automobile Liability) above for claims arising out of operations in conjunction with this Lease.
- iii. Contain a waiver of subrogation in favor of Landlord.
- iv. Specify that the insurance is primary and non-contributory as respects any insurance or self-insurance programs maintained by Landlord.
- v. Contain a specific reference to the subject Lease.

- vi. Specify all deductibles & Self-Insured Retentions (SIR), as applicable.
- vii. In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after Landlord has received written notice of such change or cancellation from Tenant. Such notice shall be mailed by certified mail, return receipt requested, to Landlord's Property Manager.
- viii. An insurance company having less than an A-X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the Landlord. The Landlord shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements and approve any deductibles or SIR.

B. Licensee's or Sublessor's Insurance. Tenant shall also be responsible for ensuring that any approved licensee or sublessor (see section 9.C.) maintains the same minimum insurance coverage for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Statutory Workers' Compensation coverage as required in section 7.A.

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

8. LANDLORD'S AND TENANT'S WORK

A. Landlord's Work. Landlord shall have no obligation to perform or cause the performance of any improvements to the Premises prior to delivery thereof to Tenant.

B. Tenant's Work. Within fifteen (15) days from the date of this Lease, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Premises to be constructed by Tenant in compliance with **Exhibit "C"** attached hereto and made a part hereof. Within fifteen (15) days following Landlord's receipt of Tenant's plans and specifications Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant of the required modifications to Tenant's plans and specifications. Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) days from receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications ("Tenant's Work"). Within ten (10) days from receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform Tenant's Work and Tenant will diligently pursue such application(s) until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent. Upon Landlord's delivery of the Premises, and provided Landlord has approved Tenant's plans and specifications, Tenant will commence construction of Tenant's improvements to the Premises in accordance with the plans and specifications approved by Landlord. Tenant shall not commence any work in the Premises until Tenant delivers to Landlord a policy of public liability

and property damage insurance in accordance with the requirements of paragraph 7 of this Lease. If Tenant has not complied with each of the foregoing conditions, Landlord may, in its sole and absolute discretion, reasonably control Tenant's access to the Premises to the extent Landlord deems necessary without such actions resulting in any postponement or delay of the Commencement Date set forth in paragraph 3 A of this Lease. Tenant will complete construction of Tenant's improvements, fixture and stock the Premises and initially open for business to the public on or before nine (9) months after the Commencement Date. Tenant must receive Landlord's consent, which shall not be unreasonably withheld, to its exterior signage plans and specifications prior to installation of Tenant's exterior signage upon the Premises.

9. USES

A. Lawful Use Only. Tenant shall use the Premises for the purpose of operating an inter-city and inter-state bus terminal with ticketing booth with both interior and exterior improvements to the Premises for the convenience and security of both transit customers and employees. Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied,

- i. in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, or
- ii. for any disreputable business or purpose, or
- iii. in any manner or for any business or purpose that would increase the risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building in which the Premises are located; or
- iv. for any purpose other than permitted herein without the express written consent of the Landlord which shall not be unreasonably withheld.

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

Tenant and Landlord agree that the Building, the Premises, and the Site where the Building and Premises are located will not be used by any party operating passenger buses except for Tenant, Landlord and Greyhound Lines, Inc., except with the prior written consent of Landlord and Tenant.

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

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

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

C. Assignment and Subleasing. Tenant shall not assign this Lease or sublease the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. Notwithstanding the foregoing, Tenant may sublease or license all or a portion of the Premises to Greyhound Lines, Inc., to provide ticketing and inter-city and inter-state ticketed passenger bus service, provided that Greyhound Lines meets Landlord's insurance and subrogation requirements. Notwithstanding any assignment or subletting of the Premises, neither Tenant nor Guarantor, if any, shall be released from any obligations, liabilities or covenants under this Lease. Except in the case of a sublease or license to Greyhound Lines, Inc., Landlord shall have the right to accept or collect Rent from any assignee, subtenant or other occupant for the account of Tenant without being deemed to have consented to an assignment or other transfer; without releasing Tenant or waiving any right against Tenant; and without accepting the payor as a permitted tenant. Except for a sublease or license to Greyhound Lines, Inc., any request for Landlord's consent hereunder shall be accompanied by payment of Eight Hundred Fifty and 00/100 Dollars (\$850.00) for Landlord's administrative and attorneys' fees relating thereto.

D. Operating Covenant. Tenant shall keep the Premises open and operating for business during the same hours of operation as the Landlord's public transit operations at the Premises, with the exceptions of periods during which there is a three or more hour gap in Tenant's scheduled bus services, and during hours when there are scheduled through inter-state or inter-city bus services which use the Premises as a pick-up or drop-off point or on a schedule mutually agreeable to Tenant and Landlord. Tenant will continuously operate its business therein with diligence, fully staffed and stocked.

10. REPAIRS AND MAINTENANCE

Tenant will, at its sole cost and expense, maintain and keep the Premises in good repair within the leased Premises and the areas designated for use on the exterior of the site and will maintain said premises in a clean, safe, secure and attractive condition. All such repairs will be in quality and class equal to the original work or installations. If Tenant fails to maintain and make

such repairs Landlord may make them at the expense of Tenant and such expense will be collectible as Additional Charges and will be paid by Tenant within fifteen (15) days after delivery of a statement for such expenses. Notwithstanding the obligations assumed by Tenant under this paragraph, Landlord will retain at its sole cost and expense the obligation of replacing the foundation, roof, furnace, boiler, central air conditioning compressor and evaporator, plumbing, electrical, exterior area maintenance and structural exterior walls when Landlord finds that the need for such replacements are not the result of Tenant's failure to properly maintain and repair or must be replaced because of a casualty.

11. ALTERATIONS

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

- A.** costs less than Ten Thousand and 00/100 Dollars (\$10,000.00) including labor and materials;
- B.** involves interior remodeling or changes which do not structurally change or modify the Premises;
- C.** is made with due diligence, in a good and workmanlike manner and in compliance with all laws; and
- D.** is promptly and fully paid for by Tenant.

Except for Tenant's Work as specified in Exhibit "C", any such alteration or improvement which costs more than Ten Thousand and 00/100 Dollars (\$10,000.00) shall be made under the supervision of an architect or engineer satisfactory to Landlord and in accordance with plans and specifications and cost estimates approved by Landlord.

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

12. MECHANICS' LIENS

Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, and demands on account of such work. If any such lien is filed against the Premises,

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

13. SURRENDER OF PREMISES

At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures or equipment will impair the structure of the Building. Except for Tenant's Work as specified in Exhibit "C", whether or not Tenant is then in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant shall not be required to remove Tenant's Work as specified in Exhibit "C". Tenant's obligation to observe and perform this covenant will survive the expiration or earlier termination of this Lease.

14. ABANDONMENT AND HOLDOVER

If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be bound by the terms and provisions of this Lease except that no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Tenant shall (with no additional notice required by Landlord) pay to Landlord, as liquidated damages, a sum equal to one hundred ten percent (110%) of the Base Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Tenant shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Tenant

vacates the Premises prior to the scheduled expiration of the term of this Lease, Tenant shall be in default of this Lease, and if Tenant has not re-entered the Premises and resumed the operation of the business set forth in paragraph 9 A of this Lease within the next thirty (30) consecutive days, Tenant shall be deemed to have abandoned the Premises, and Landlord shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period and Landlord may relet said Premises in accordance with the terms in paragraph 22 B hereof.

15. DAMAGE TO PREMISES

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

16. CONDEMNATION

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

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

- i. this Lease will end on the Ending Date as to the part of the Premises which is taken,
- ii. Rent will be appropriately allocated to the part of the Premises which is taken and prorated to the Ending Date,
- iii. beginning on the day after the Ending Date, Rent for so much of the Premises as remains will be reduced in the proportion of the area of the

Premises remaining after the Taking to the area of the Premises before the Taking,

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

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

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

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

17. SUBORDINATION AND ATTORNMENT

A. Subject to Section 21, This Lease and Tenant's rights under this Lease are subject and subordinate to any conveyances made by Landlord as a part of any first mortgage, first deed of trust or other first lien, encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease

and the estate created by this Lease (except to the extent that any such instrument expressly provides that this Lease is superior to it). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord, any ground landlord or underlying lessor or any mortgagee, or any holder of a deed of trust or other instrument described in this paragraph, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge, and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph. Notwithstanding the forgoing or anything else contained in this Lease, the effectiveness of such subordination is subject to the condition that Landlord obtain from any holder of any such mortgage or deed of trust on the Premises a subordination, non-disturbance agreement and attornment agreement on a form reasonably acceptable to Tenant and to Tenant's Leasehold Mortgagee, if any, which provides that as long as Tenant pays all Rent when due and observes all other covenants and obligations on its part to be observed under this Lease, the terms and conditions of this Lease shall continue in full force and effect and Tenant's rights under this Lease and its possession, use and occupancy of the Premises shall not be disturbed throughout the Term by the holder of such mortgage or deed of trust or by any purchaser upon foreclosure of such mortgage or deed of trust (a "SNDA").

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

- i. any payment of Rent for more than one (1) month in advance, or
- ii. any amendment or modification of this Lease: (a) not disclosed, including the disclosure required by the Estoppel Certificate addressed in subparagraph 23 D; or, (b) made after Tenant is given written notice that the successor has succeeded to Landlord's interests in the Premises, or
- iii. any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest, or
- iv. any claim or offset of Rent against Landlord.

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

18. LANDLORD'S RIGHT OF ACCESS

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

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

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

19. INDEMNIFICATION

To the fullest extent permitted by law, Tenant shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless Landlord and its agents, representatives, and employees from and against all claims, actions, judgments, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits, for Tenant's proportionate share and the proportionate share of any entity employed or contracted by Tenant, arising out of or resulting from the performance of this Lease, including:

- A. the use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- B. any activity, work, or thing done, or permitted or suffered by Tenant in or about the Premises;
- C. any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, or visitors of Tenant or any such person;

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

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

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

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

To the extent that any portion of this provision is found to be in violation of any applicable law, said portion(s) of this provision are stricken but all remaining portions of this provision shall remain in full force and effect.

20. WAIVER AND RELEASE

Tenant waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents, and employees, will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water (including water from the transit system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Premises, or from construction, repair, or alteration of the Premises or from any acts or omissions of any other Tenant, occupant, or visitor of the Premises, or from any cause beyond Landlord's control.

21. QUIET ENJOYMENT

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

22. DEFAULT

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

- i. Tenant defaults in the due and punctual payment of Rent, and such default continues for ten (10) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for default in payment of Rent during any twelve (12) month period, and if, within twelve (12) months after any such notice, any Rent is not paid when due, an event of default will be deemed to have occurred without further notice;
- ii. Tenant vacates or abandons the Premises;
- iii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within thirty (30) days after its levy;
- iv. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- v. Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment;
- vi. Tenant fails to take possession of the Premises on the Commencement Date of the term; or
- vii. Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

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

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

subparagraph B ii. Landlord will be entitled to collect such damages from Tenant monthly on the days on which the Rent and other amounts would have been payable under this Lease if this Lease had not been terminated and Landlord will be entitled to receive such damages from Tenant on each such day. Alternatively, at the option of Landlord, if this Lease is terminated, Landlord will be entitled to recover from Tenant:

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

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

- ii. On ten (10) days' notice, re-enter and take possession of the Premises or any part of the Premises; and repossess the Premises as of Landlord's former estate; and expel Tenant from the Premises and those claiming through or under Tenant; and, remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions. If Landlord elects to re-enter, as provided in this subparagraph B ii. or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as

Landlord, in its sole discretion, may determine. Landlord may collect and receive the rents for the Premises. Landlord will not be responsible or liable for any failure to re-let the Premises, or any part of the Premises, or for any failure to collect any rent due upon such re-letting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically says so. Landlord reserves the right following any such re-entry or re-letting, or both, to exercise its right to terminate this Lease by giving Tenant such written notice, and in that event the Lease will terminate as specified in such notice.

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

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

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

- iii. Pay when due amounts payable under this Lease or perform any of Tenant's other obligations under the Lease within the time permitted for its performance, upon such notice or without notice, as may be reasonable under the circumstances and without waiving any of its rights under this Lease. All amounts so paid by Landlord and all cost and expenses incurred by Landlord in connection with the performance of any such obligations (together with interest at the prime rate from the date of Landlord's payment of such amount or incurring of each such cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand. In the proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but rather

Landlord will also be entitled to recover as damages for such breach, the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorney's fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide such insurance.

C. Remedies Cumulative. Suit or suits for the recovery of the Rent and other amounts and damages set forth in this paragraph may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any other such rights or remedies. All such rights and remedies are cumulative and nonexclusive. Notwithstanding anything to the contrary contained in Section 22 hereof, Landlord shall be obligated to take reasonable actions to mitigate its damages.

23. MISCELLANEOUS PROVISIONS

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

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

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

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

- i. that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement,
- ii. the date to which Rent and other sums payable under this Lease have been paid,

- iii. that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so,
- iv. that Tenant has accepted and occupied the Premises,
- v. that Tenant has no claim or offset against Landlord, or, if it does, stating the circumstances which gave rise to the claim or offset,
- vi. that Tenant is not aware of any prior assignment of this Lease by Landlord, or, if it is, stating the date of the assignment and assignee (if known to Tenant), and
- vii. such other matters as may be reasonably requested by Landlord.

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

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

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

G. Authority. If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state of Ohio, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on

behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

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

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

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

K. Governing Law and Venue. This Lease will be governed by the law of the State of Ohio and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the Cuyahoga County, State of Ohio, Court of Common Pleas or in the case of Forcible Entry and Detainer actions, the Municipal Court having territorial jurisdiction.

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

M. Memorandum of Lease. This Lease will not be recorded, but rather a "Memorandum of Lease" may be recorded at the option of Landlord or Tenant, in form and substance mutually agreeable to both parties and signed by both parties hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

TENANT:

BARONS BUS INC,
An Ohio for profit corporation

By: _____
Thomas G. Goebel
President

LANDLORD:

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

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

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

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

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Greater Cleveland Regional Transit Authority, a body politic, by India L. Birdsong Terry, its 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 _____, 2024.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came Barons Bus Inc, an Ohio corporation, by Thomas G. Goebel its President, who acknowledged that he did execute the foregoing instrument, on behalf of said corporation; that the same is his free act and deed, individually and as such officer; and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2024.

NOTARY PUBLIC

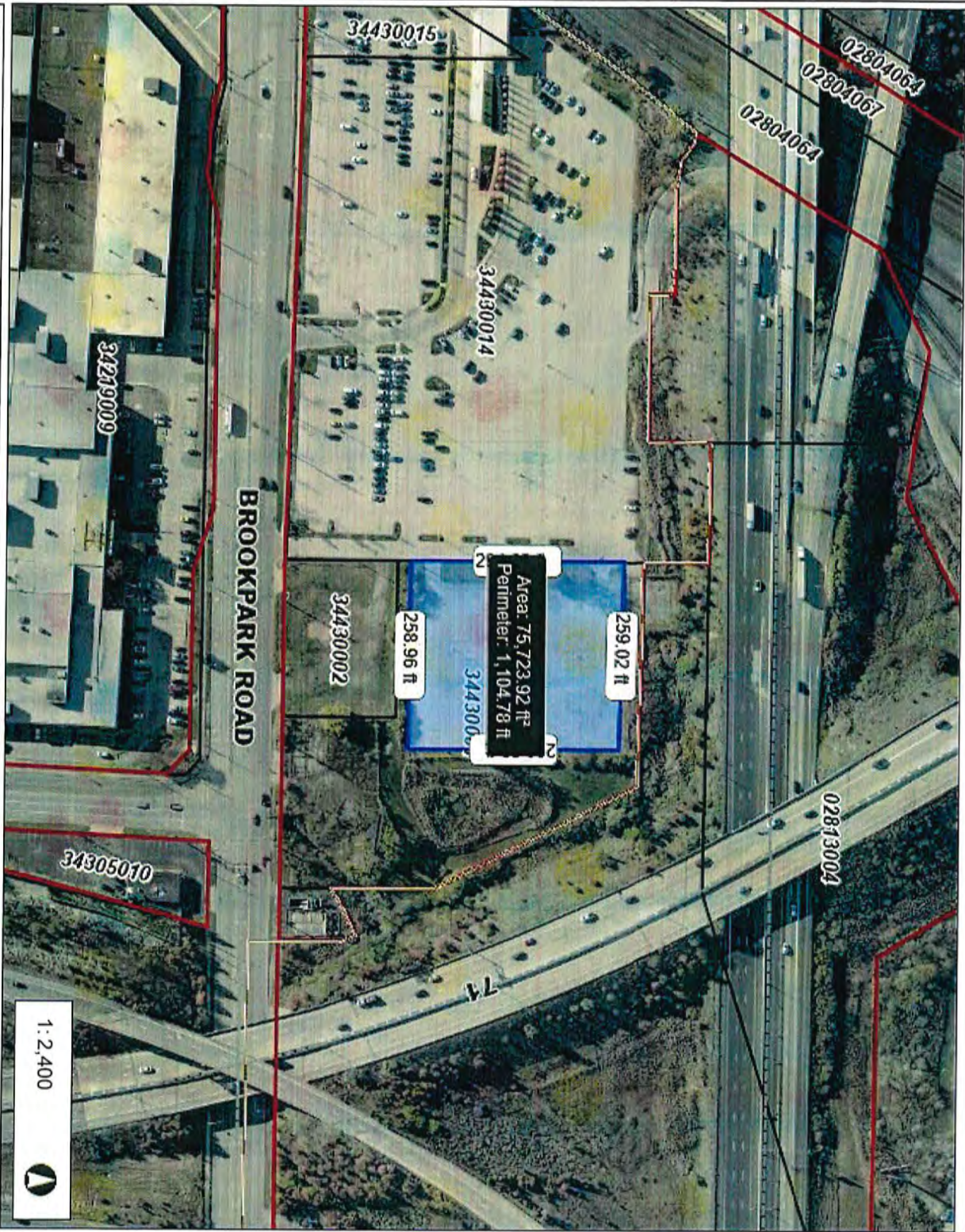
EXHIBIT "A-1" and EXHIBIT "A-2"

LEASED PREMISES AND SITE PLAN

DRAFT



EXHIBIT A1 - PREMISES - 1.74-Acre Portion of PPN 34430001



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

1:2,400

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



Date Created: 10/7/2024

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel



1 ARCHITECTURAL SITE PLAN
Scale: 1/8" = 1'-0"

Design 08/17/12
 Approval # 09/11/12
 Plot
 Construction
 Approved: [Signature]
 Title: [Title]
 Project No: 24117
 Drawn By: [Signature]
 Check By: [Signature]
 Sheet Title: ARCHITECTURAL SITE PLAN
 Sheet No: AS-1

BUS TERMINAL

17510 BROOKPARK ROAD

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF FFM ARCHITECTURE, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF FFM ARCHITECTURE, INC. IS STRICTLY PROHIBITED.

FFM ARCHITECTURE, INC.
 1445 KENNEDY BLVD., SUITE 211
 WILSON, OHIO 44157
 LEAD ARCHITECT: [Signature]
 FIRM SEAL: [Professional Seal]
 FIRM REGISTRATION NO. 2012-023
 DATE: 08/17/12



EXHIBIT "B"

RENT PAYMENT SCHEDULE

DRAFT

EXHIBIT B

Base Rent Schedule 2.5% Annual Escalator

Year Annual Rent Monthly Rent

Year 1	\$12,000.00 ¹	\$1,000.00
Year 2	12,300.00	1,025.00
Year 3	12,607.50	1,050.63
Year 4	12,922.69	1,076.89
Year 5	13,245.76	1,103.81
Year 6	13,576.90	1,131.41
Year 7	13,916.32	1,159.69
Year 8	14,264.23	1,188.69
Year 9	14,620.84	1,218.40
Year 10	14,986.36	1,248.86
Option 1 - Year 1	15,361.02	1,280.09
Year 2	15,745.05	1,312.09
Year 3	16,138.68	1,344.89
Year 4	16,542.15	1,378.51
Year 5	16,955.70	1,412.98
Option 2 - Year 1	17,379.59	1,448.30
Year 2	17,814.08	1,484.51
Year 3	18,259.43	1,521.62
Year 4	18,715.92	1,559.88
Year 5	19,183.82	1,598.65

¹ Year 1 rent will be partly waived, in accordance with the provisions of paragraph 3.A. of the Lease. Year 2 and subsequent year annual and monthly rent amounts will be consistent with the values shown in this Exhibit B.

EXHIBIT "C"

LANDLORD'S WORK AND TENANT'S WORK

To be supplied by Tenant for approval by GCRTA

DRAFT

RESOLUTION NO. 2024-92

AUTHORIZING A LEASE AGREEMENT WITH BARONS BUS, INC. FOR PROPERTY AT THE BROOKPARK RAPID TRANSIT STATION LOCATED AT 17510 BROOKPARK ROAD, BROOK PARK, OHIO 44135 FOR A TERM OF TEN YEARS WITH TWO FIVE-YEAR RENEWAL OPTIONS

WHEREAS, the Greater Cleveland Regional Transit Authority ("GCRTA") is the owner of record of surplus land located at 17510 Brookpark Road, Brook Park, Ohio 44135, which is a 1.74 acre portion of the property known as the Brookpark Rapid Transit Station (the "Property"); and

WHEREAS, GCRTA acquired the Property on September 5, 1975, pursuant to the Mass Transit System Transfer Agreement of 1975; and

WHEREAS, Section 470.03 of the Codified Rules and Regulations of the Greater Cleveland Regional Transit Authority ("Code Book") provides that a lease agreement permitting the continuous use of GCRTA's property for more than three years must be approved by the Board of Trustees; and

WHEREAS, the incidental use of property purchased or improved using Federal Transit Administration ("FTA") grants must be approved by the FTA prior to execution of a lease agreement; and

WHEREAS, Barons Bus, Inc. ("Barons") approached GCRTA with an offer to construct, operate and maintain an intermodal bus terminal on the Property, and it also agreed to perform all necessary capital improvements and to maintain the property in a clean, safe and attractive condition; and

WHEREAS, GCRTA determined that Barons' use of the property would promote intermodal transit services and enhance ridership at the Brookpark Rapid Transit Station and across the rail line; and

WHEREAS, GCRTA will offer Barons a lease agreement for the Property with a term of ten (10) years at a base rent of \$12,000.00 per year, increasing by 2.5% each year, with two five-year renewal terms with rent increasing by 2.5% per year; and

WHEREAS, pursuant to FTA requirements, GCRTA will reserve the right to cancel the lease agreement if necessary to maintain satisfactory continuing control over its transit facilities; and

WHEREAS, the proposed lease agreement is consistent with GCRTA's Real Estate and Transit Oriented Development Policies.

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 Barons for a 1.74 acre portion of GCRTA's property located at the Brookpark Rapid Transit Station, with an address of 17510 Brookpark Road, Brook Park, Ohio 44135, and further known as a portion of Cuyahoga County Permanent Parcel Number 344-30-001, for the purpose of Barons operating an intermodal transit bus facility on the Property.

Section 2. That the lease will be for a term of ten years with two five-year renewal terms, and the General Manager, Chief Executive Officer is hereby authorized to execute the two five-year renewal option terms.

Section 3. That the rent will be \$12,000 for the first year of the initial term and will increase by 2.5% per annum during each year of the initial term as well as each year of the renewal terms.

Section 4. That the base rent of \$12,000.00 per year plus subsequent annual rent increases, along with Barons' agreement to perform all necessary capital improvements and to maintain the property in a clean, safe, and attractive condition, represents fair compensation for the Property as determined by GCRTA's staff and a survey of comparable properties in Northeast Ohio as confirmed by a MAI appraiser's valuation letter.

Section 5. That this resolution shall become effective immediately upon its adoption.

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



TITLE/DESCRIPTION: SETTLEMENT AGREEMENT WITH GEHRING PROPERTY COMPANY LLC TO RESOLVE A DISPUTE OVER LAND OWNERSHIP NEAR THE WEST 25TH – OHIO CITY STATION	Resolution No.: 2024-93
	Date: November 14, 2024
	Initiator: Engineering & Project Management
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 Board approval for the Greater Cleveland Regional Transit Authority ("Authority") to execute a settlement agreement with Gehring Property Company LLC ("GPC") in order to resolve a dispute over ownership of a narrow strip of land near GCRTA's West 25th – Ohio City Station. The disputed land encompasses 0.2966 acres at the top of the hill on the west side of the Red Line transit rail tracks on the south side of Abbey Avenue in Cleveland, Ohio. The proposed settlement agreement provides GPC with clear title to the disputed property through a quit-claim deed from the Authority to GPC. In exchange, GPC provides certain permanent easement rights to the Authority and indemnifies the Authority for any liabilities arising from environmental conditions on the property.

2.0 **DESCRIPTION/JUSTIFICATION:** GPC owns a parcel of land along the east side of Gehring Avenue and south of Abbey Avenue in Cleveland, Ohio which includes Permanent Parcel Number ("PPN") 007-11-026. It is undisputed that GPC owns the 0.3636 acre portion of property along Gehring Avenue (the portion outlined in yellow and marked "A" on the attached Location Map) with a street address of 2061 Gehring Avenue. GPC also claims ownership of the adjacent strip of land to the east consisting of 0.2966 acres ("Disputed Parcel") which is outlined by blue dashes and marked "B" on the Location Map.

The Disputed Parcel includes PPN 007-11-025, which is shown with PPN 007-11-021 on the property records of the Cuyahoga County Fiscal Office. These parcels were transferred by a quit-claim deed from the Cleveland Union Terminals Company ("CUT") to the Authority, recorded in Volume 88-5651, Page 70 on October 26, 1988. The Disputed Parcel is just a tiny part of the Authority's much larger purchase from CUT which is an elongated set of parcels along the Red Line right-of-way known as the "West Approach and East Approach to Tower City."

GPC asserts ownership of the Disputed Parcel through the legal doctrine of adverse possession. GPC states that both the "A" and "B" portions on the Location Map have been exclusively, openly, and continuously used as a single property since at least 1960, including being fenced as a unified property. GPC purchased the property in 2017 and continued with exclusive use of the entire property. Under the doctrine of adverse possession, a person can acquire legal title to another's real property if he or she proves exclusive possession and open, notorious, continuous and adverse use for a period of twenty-one years. After twenty-one years of adverse possession, the rights of the record owner are cut off and those rights are vested in the adverse possessor. Authority staff investigated GPC's assertions regarding adverse possession and determined its claim to be valid based on available evidence. GPC's predecessor had obtained ownership via adverse possession of the Disputed Parcel as of 1981. Therefore, CUT no longer owned that particular parcel when it provided its quit-claim deed to the Authority in 1988. The Authority never lawfully owned the Disputed Parcel.

The Authority has not previously used the Disputed Parcel for transit operations and does not require ownership of it for future operation of the transit system. The proposed settlement will allow GPC to develop its real property in a way that activates this space. This is anticipated to benefit the Authority with new passengers. The Authority will provide a quit-claim deed to transfer record title of the Disputed Parcel to GPC. In exchange, GPC will provide two permanent easements on GPC's property to the Authority: (i) a bridge maintenance easement along Abbey Avenue; and (ii) a connection easement on the south end of GPC's property.

The Abbey Avenue bridge crosses the Red Line and is adjacent to the Disputed Property. The Authority is responsible for maintaining this bridge. The proposed real property settlement agreement provides the Authority with a permanent easement on the northeast corner of the Disputed Property which is closest to the bridge abutments so that the Authority and its contractors can access the bridge as necessary for inspection, maintenance, repair and reconstruction activities.

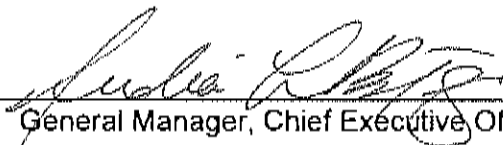
The Authority and GPC have been in discussions on how GPC can develop its property in harmony with the Authority. A connection easement will preserve the Authority's ability to develop connections to facilitate pedestrian traffic between the Authority's W. 25th – Ohio City Station and this dense, thriving neighborhood. This easement preserves potential connections across GPC's property to Gehring Avenue. This would enhance connectivity to the W. 25th Bus Rapid Transit Line (MetroHealth Line) and the Ohio City neighborhood to the west of the Red Line. There is also potential to enhance connectivity to the east, via a pedestrian bridge across the Red Line, to such amenities as a second head house to the W.25th – Ohio City Station, the Red Line Greenway, the Authority's Columbus Road Transit Oriented Development site, and the Duck Island neighborhood.

Finally, the proposed real property settlement agreement provides that GPC accepts responsibility for environmental conditions on the Gehring Parcel and will indemnify the Authority in the event of any environmental claims.

- 3.0 **PROCUREMENT BACKGROUND:** Does not apply.
- 4.0 **AFFIRMATIVE ACTION/DBE BACKGROUND:** Does not apply.
- 5.0 **POLICY IMPACT:** The proposed real property settlement agreement is consistent with the Real Estate and Transit Oriented Development Policies of the Authority.
- 6.0 **ECONOMIC IMPACT:** There is no cost associated with executing this real property settlement agreement. It is a mutually beneficial exchange of real property interests without exchange of money.
- 7.0 **ALTERNATIVES:** Withhold approval of the real property settlement agreement. This could result in GPC pursuing litigation to obtain clear title to the Disputed Parcel and the Authority could lose any rights to the property, including losing the bridge maintenance and connection easements. Or, if the Authority retains the property, it could be responsible for environmental conditions and claims.
- 8.0 **RECOMMENDATION:** Staff recommends authorization for the General Manager, Chief Executive Officer to execute the real property settlement agreement, quit-claim deed and all related documents.

9.0 ATTACHMENTS: Location Map

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



General Manager, Chief Executive Officer

LOCATION MAP



1:1,200

200 Feet

100

0

200

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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



Date Created: 11/13/2024

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel
- Private Road

A. Gehring Property Company, LLC

B. RTA Property

C. W. 25th Rapid Transit Station

D. INTRO

RESOLUTION NO. 2024-93

AUTHORIZING THE GREATER CLEVELAND REGIONAL TRANSIT
AUTHORITY TO ENTER INTO A SETTLEMENT AGREEMENT WITH
GEHRING PROPERTY COMPANY LLC TO RESOLVE A DISPUTE OVER
LAND OWNERSHIP NEAR THE WEST 25TH – OHIO CITY STATION

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") is the owner of record of real property encompassing approximately 5.59 acres and known as Permanent Parcel Number ("PPN") 007-11-021 and PPN 007-11-025 on the property records of the Cuyahoga County Fiscal Office, which real property is located near the Authority's West 25th – Ohio City Station in Cleveland, Ohio and includes land located on top of the hillside to the west of the Authority's Red Line transit rail tracks; and

WHEREAS, in 2017 the Gehring Property Company LLC ("GPC"), an Ohio limited liability company, purchased real property from 2061 Gehring Avenue, LLC, which property has a street address of 2061 Gehring Avenue, Cleveland and includes PPN 007-11-026; and

WHEREAS, GPC's property is adjacent to the west edge of the Authority's real property, inclusive of a 0.3636-acre portion which GPC owns without dispute, as well as a smaller, narrow strip of land of 0.2966 acres, including some of PPN 007-11-025, for which ownership is disputed (the "Disputed Parcel"); and

WHEREAS, PPN 007-11-021 and 007-11-025 were transferred by a quit-claim deed from the Cleveland Union Terminals Company ("CUT") to the Authority, which was recorded in Volume 88-5651, Page 70 on October 26, 1988, as part of the Authority's much larger purchase from CUT of an elongated set of parcels along the Red Line right-of-way known as the "West Approach and East Approach to Tower City"; and

WHEREAS, GPC asserts ownership of the Disputed Parcel through the legal doctrine of adverse possession since both the undisputed portion and the Disputed Parcel have been exclusively, openly, and continuously used as a single property since at least 1960, including being fenced as a unified property; and

WHEREAS, Authority staff investigated GPC's assertions regarding adverse possession and determined its claim to be valid based on available evidence, concluding that the Authority never lawfully owned the Disputed Parcel because CUT no longer owned the Disputed Parcel when it provided its quit-claim deed to the Authority in 1988; and

WHEREAS, the Authority has not previously used the Disputed Parcel for transit operations and does not require ownership of it for future operation of its transit system; and

WHEREAS, the Authority is responsible for maintenance of the Abbey Avenue bridge across the Red Line which is adjacent to the Disputed Parcel; and

WHEREAS, the Authority and GPC have negotiated an agreement to resolve the ownership of the Disputed Parcel to their mutual benefit whereby the Authority will provide a quit-claim deed to GPC to vest it with clear title to the Disputed Parcel and, in exchange, GPC will provide the Authority with: (i) permanent easement rights for bridge maintenance; (ii) a permanent easement for pedestrian connections; and, (iii) indemnification for any environmental conditions and claims arising from that property.

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

Section 1. That it is beneficial to the Authority to grant to Gehring Property Company LLC ("GPC") a quit-claim deed to the disputed 0.2966-acre parcel of property currently titled to the Authority in exchange for GPC providing the Authority with: (i) a permanent easement on the northeast corner of GPC's property to allow access for maintenance of the Abbey Avenue bridge over the Red Line; (ii) a permanent easement along the southern end of GPC's property to allow the Authority to develop future connections to enhance pedestrian traffic between the West 25th – Ohio City Station (and/or points to the east of the Red Line) and points to the west of GPC's property; and (iii) indemnification of the Authority for any environmental conditions and claims arising from the Disputed Parcel or GPC's property.

Section 2. That the General Manager/Chief Executive Officer is hereby authorized to execute a real property settlement agreement with GPC and is further authorized to execute other documents as required to carry out that real property settlement agreement.

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

Adopted: November 19, 2024

President

Attest: _____
Secretary-Treasurer



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT OF CASH RECEIVED COMPARED TO PRIOR YEAR - GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2024 AND OCTOBER 31, 2023

	CURRENT MONTH				YEAR TO DATE			2024 % OF TOTAL
	October		2024	2023	CHANGE	2024	2023	
	2024	2023						
PASSENGER FARES:								
CASH FARES	\$ 840,030	\$ 860,479	\$ (20,449)	\$ 8,235,581	\$ 8,486,901	\$ (251,320)		(2.96%)
PASS/TICKET SALES	772,836	631,786	141,070	6,347,643	5,918,896	428,747		7.24%
STUDENT FARECARDS	308,226	400,847	(92,627)	2,767,794	2,094,879	672,915		31.13%
1-PASS	805,765	117,590	688,175	3,349,503	2,226,827	1,122,681		50.42%
MOBILE TICKETING	749,492	560,664	188,828	6,817,318	5,623,313	1,204,005		21.41%
TOTAL PASSENGER FARES	3,476,343	2,571,346	904,997	27,527,844	22,928,852	4,598,992		20.05%
SALES AND USE TAX REVENUE:								
SALES & USE TAX	20,951,602	21,432,375	(480,773)	218,890,463	217,639,136	1,271,325		0.59%
TOTAL SALES AND USE TAX REVENUE	20,951,602	21,432,375	(480,773)	218,890,463	217,639,136	1,271,325		0.58%
OTHER REVENUE:								
ADVERTISING/CONCESSIONS/COMMISSIONS	106,343	16,411	89,932	1,105,287	1,243,894	(138,607)		(11.10%)
MAINTENANCE RIGHTS LESS COMMISSIONS	-	-	-	210,000	435,515	(225,515)		(51.88%)
RENTAL INCOME	37,432	23,858	13,574	224,563	253,873	(29,310)		(11.57%)
INTEREST INCOME	342,892	131,111	211,781	1,185,022	1,164,398	20,624		1.77%
OTHER	36,256	49,243	(12,987)	225,107	287,580	(62,473)		(21.72%)
TOTAL OTHER REVENUE	480,323	240,393	240,393	2,945,919	3,306,250	(360,331)		(12.89%)
REIMBURSEMENTS AND OTHER SOURCES OF CASH:								
FUEL/OIL/PROPANE TAX REFUNDS	-	-	-	1,987,113	1,861,643	125,470		6.74%
GRANT REIMBURSEMENT (FEDERAL STATE LOCAL MATCH)	-	490	(490)	899,175	661,418	237,757		35.95%
PREVENTIVE MAINTENANCE (FEDERAL STATE LOCAL MATCH)	-	-	-	7,076,840	1,165,419	5,911,421		507.24%
FEDERAL OPERATING ASSISTANCE	-	-	-	-	34,399	(34,399)		(100.00%)
MISCELLANEOUS RECEIPTS	143,405	26,077	117,328	1,289,041	719,396	569,645		93.05%
FEDERAL ARP	-	-	-	-	-	-		(100.00%)
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	143,405	26,077	117,328	11,352,169	4,442,277	6,909,892		156.55%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 25,090,295	\$ 24,270,681	\$ 819,612	\$ 260,720,593	\$ 248,376,515	\$ 12,344,078		4.97%
								100.00%



THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT OF CASH RECEIVED COMPARED TO BUDGET - GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2024

	CURRENT MONTH			YEAR TO DATE		
	BUDGET	ACTUAL	VARIANCE	BUDGET	ACTUAL	VARIANCE
			% VARIANCE			% VARIANCE
PASSENGER FARES:						
CASH FARES	\$ 853,138	\$ 840,030	(13,208)	\$ 8,531,380	\$ 8,235,581	(295,799)
PASS/TICKET SALES	602,756	771,836	179,080	6,027,566	6,347,643	320,083
STUDENT FARECARDS	180,000	348,226	209,226	1,000,000	2,767,794	1,767,794
L-PASS	292,439	895,765	603,326	2,024,390	3,349,588	1,325,118
MOBILE TICKETING	500,000	749,492	249,492	5,000,000	6,827,318	1,827,318
TOTAL PASSENGER FARES	2,258,333	3,476,349	1,218,016	22,563,330	27,527,844	4,964,514
			53.55%			21.89%
SALES AND LICENSE TAX REVENUE:						
SALES & USE TAX	20,356,353	20,991,602	(1,356,731)	223,583,334	218,826,461	(4,692,873)
TOTAL OPERATING SUBSIDIES	21,358,333	20,991,602	(3,366,731)	223,583,334	218,826,461	(4,692,873)
			(6.11%)			(2.10%)
OTHER REVENUE:						
ADVERTISING/CONCESSIONS/COMMISSIONS	171,813	106,543	(65,478)	1,718,125	1,105,287	(612,838)
STAMING RIGHTS LESS COMMISSIONS	-	-	-	327,150	210,000	(117,150)
RENTAL INCOME	26,411	17,432	(8,979)	264,110	224,503	(39,607)
INTEREST INCOME	83,333	342,692	259,359	833,334	1,185,022	351,688
OTHER	96,589	14,256	(84,333)	985,890	225,107	(760,783)
TOTAL OTHER REVENUE	388,146	480,923	100,777	4,128,609	2,949,918	(1,178,691)
			(26.51%)			(28.58%)
REIMBURSEMENTS AND OTHER SOURCES OF CASH:						
FUEL/CRG/PROPANE TAX REFUNDS	-	-	-	-	1,987,113	1,987,113
GRANT REIMBURSEMENT (FEDERAL, STATE, LOCAL MATCH)	333,333	-	(333,333)	3,333,334	699,175	(2,494,159)
PREVENTIVE MAINTENANCE (FEDERAL, STATE, LOCAL MATCH)	200,000	-	(200,000)	690,000	7,076,840	6,476,840
FEDERAL OPERATING ASSISTANCE	-	-	-	-	-	-
MISCELLANEOUS RECEIPTS	-	141,425	141,425	-	1,389,041	1,389,041
FEDERAL ARP	-	-	-	-	-	-
TOTAL REIMBURSEMENTS AND OTHER SOURCES OF CASH	533,333	141,425	(391,908)	3,953,334	11,352,169	7,418,835
			(73.48%)			188.61%
TOTAL CASH RECEIVED - GENERAL FUND	\$ 25,530,145	\$ 25,098,293	(\$ 431,852)	\$ 254,228,607	\$ 260,720,393	\$ 6,491,786
			(1.72%)			2.55%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 INVENTORY OF TREASURY INVESTMENTS
 AS OF OCTOBER 31, 2024

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND									
TOTAL BOND RETIREMENT FUND	10/31/2024	11/1/2024	MONEY MARKET	HUNTINGTON BANK	1	\$ 8,785,350	\$ -	1	4.51%
						\$ 8,785,350	\$ -		4.51%
GENERAL FUND									
	10/31/2024	11/1/2024	MERCHANT ACCT-KEY MMKT	KEY BANK	1	\$ 91,480	\$ -	1	1.77%
	1/27/2022	1/27/2025	FHLB	STIFEL NICOLAUS	1095	3,000,000	9,300	147	1.20%
	4/22/2002	4/22/2025	FHLB	STIFEL NICOLAUS	1095	3,000,000	2,000	232	3.00%
	10/31/2024	11/1/2024	STAR OHIO	STATE OF OHIO	1	15,485,279	-	1	5.04%
	10/31/2024	11/1/2024	EMPLOYEE ACTIVITY FUND	KEY BANK	1	347,611	-	1	1.77%
	10/31/2024	11/1/2024	PNC CUSTODY ACCOUNT	PNC BANK	1	647,491	-	1	4.81%
	10/31/2024	11/1/2024	SALES TAX ACCOUNT	HUNTINGTON BANK	1	508,045	-	1	4.51%
	10/31/2024	11/1/2024	KEY ECR	KEY BANK	1	6,239,159	-	1	1.77%
TOTAL GENERAL FUND						\$ 29,319,064	\$ 11,300		3.66%
INSURANCE FUND									
	10/31/2024	11/1/2024	STAR OHIO	STATE OF OHIO	1	\$ 6,939,884	\$ -	1	5.04%
	10/31/2024	11/1/2024	KEY ECR	KEY BANK	1	19,670	-	1	0.00%
TOTAL INSURANCE FUND						\$ 6,959,554	\$ -		5.03%
LAW ENFORCEMENT FUND									
	10/31/2024	11/1/2024	KEY ECR	KEY BANK-SWEEP	1	\$ 234,705	\$ -	1	1.77%
	10/31/2024	11/1/2024	STAR OHIO	STATE OF OHIO	1	52,381	-	1	5.04%
TOTAL LAW ENFORCEMENT FUND						\$ 287,086	\$ -		2.82%
LOCAL MATCH FUND									
	10/31/2024	11/1/2024	LOCAL MATCH-STAR OHIO	STATE OF OHIO	1	\$ 65,168,876	\$ -	1	5.04%
	3/14/2022	3/10/2025	FFOB	STIFEL NICOLAUS	1090	4,981,225	13,869	191	2.00%
	5/24/2022	5/12/2025	FHLMC	STIFEL NICOLAUS	1083	9,997,110	142,800	251	3.06%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	15,000,000	170,663	297	3.33%
	8/30/2022	8/28/2025	FHLB	STIFEL NICOLAUS	1095	15,000,000	103,333	362	4.00%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	17,917	392	4.30%
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	910	10,000,000	89,688	361	5.13%
	2/28/2023	2/28/2025	FHLMC	HILLTOP SECURITIES	731	5,050,000	43,613	181	5.06%
	10/31/2024	11/1/2024	PNC CUSTODY ACCOUNT	PNC BANK	1	37,017,500	-	1	4.81%
	10/31/2024	11/1/2024	LOCAL MATCH-KEY ECR	KEY BANK-SWEEP	1	158,796	-	1	1.77%
	10/31/2024	11/1/2024	GRANT-ECR	KEY BANK	1	198,444	-	1	0.00%
	10/31/2024	11/1/2024	CATCH-BASIN-KEY ECR	KEY BANK	1	104,689	-	1	1.77%
TOTAL LOCAL MATCH FUND						\$ 167,626,640	\$ 581,902		4.51%

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
INVENTORY OF TREASURY INVESTMENTS
AS OF OCTOBER 31, 2024

FUND	PURCHASE DATE	MATURITY DATE	INSTRUMENT	INSTITUTION	TERM DAYS	TOTAL PRINCIPAL	ACCRUED INTEREST	AVERAGE DAYS TO MATURITY	AVERAGE YIELD
BOND RETIREMENT FUND									
PENSION FUND									
TOTAL PENSION FUND	10/31/2024	11/1/2024	KEY ECR	KEY BANK	1	\$ 4,766	\$ -	1	1.76%
	10/31/2024	11/1/2024	STAR OHIO	STATE OF OHIO	1	1,449,501	-	1	5.04%
						<u>\$ 1,454,268</u>	<u>\$ -</u>		<u>5.03%</u>
RTA CAPITAL FUND									
	10/31/2024	11/1/2024	KEY ECR	KEY BANK	1	2,896,043	\$ -	1	1.77%
	10/31/2024	11/1/2024	PNC CUSTODY ACCOUNT	PNC BANK	1	1,850,000	-	1	4.81%
	6/27/2022	6/27/2025	FHLB	STIFEL NICOLAUS	1095	8,167,887	92,930	300	3.33%
TOTAL RTA CAPITAL FUND						<u>\$ 12,913,930</u>	<u>\$ 92,930</u>		<u>3.19%</u>
RESERVE FUND									
	4/14/2022	4/14/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	5,844	226	2.63%
	6/30/2022	6/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	72,917	303	3.50%
	9/30/2022	9/30/2025	FHLB	STIFEL NICOLAUS	1095	5,000,000	17,917	396	4.30%
	12/9/2021	12/9/2024	FFCB from GF	STIFEL NICOLAUS	1095	4,994,785	18,709	100	0.96%
	5/23/2022	5/23/2025	FHLB from GF	STIFEL NICOLAUS	1095	5,000,000	70,868	265	3.25%
	11/15/2021	11/15/2024	US TREASURY from GF	STIFEL NICOLAUS	1095	4,995,506	17,659	76	0.78%
	2/27/2023	8/27/2025	FHLB	STIFEL NICOLAUS	911	5,000,000	44,844	361	5.13%
	2/28/2023	2/28/2025	FHLBC	HILLTOP SECURITIES	731	5,000,000	43,613	181	5.06%
	10/31/2024	11/1/2024	PNC CUSTODY ACCOUNT	PNC BANK	1	46,000,000	-	1	4.81%
	10/31/2024	11/1/2024	KEY ECR	KEY BANK	1	494,094	-	1	1.77%
	10/31/2024	11/1/2024	STAR OHIO	STATE OF OHIO	1	57,744,724	-	1	5.04%
TOTAL RESERVE FUND						<u>\$ 144,229,111</u>	<u>\$ 292,571</u>		<u>4.65%</u>
GRAND TOTAL ALL FUNDS						<u>\$ 371,578,033</u>	<u>\$ 978,703</u>	<u>113</u>	<u>4.38%</u>

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
DEBT SERVICE SCHEDULE AND STATUS
AS OF OCTOBER 31, 2024

Bonds	Final Maturity Date	Total Principal Outstanding 12/31/2023	Interest Payable 6/1/2024	Principal Payable 6/1/2024	Debt Service Requirement 6/1/2024	Interest Payable 12/1/2024	Principal Payable 12/1/2024	Debt Service Requirement 12/1/2024	Total Debt Requirement 2024
Series 2014A-Sales Tax Rev.	Dec. 2025	\$ 3,430,000	\$ 68,850	\$ -	\$ 68,850	\$ 68,850	\$ 1,680,000	\$ 1,758,850	\$ 1,827,700
Series 2015-Sales Tax Rev.	Dec. 2026	12,235,000	305,875	-	305,875	305,875	3,885,000	4,190,875	4,496,750
Series 2016-Sales Tax Rev.	Dec. 2027	5,660,000	141,500	-	141,500	141,500	1,315,000	1,456,500	1,598,000
Series 2019-Sales Tax Rev.	Dec. 2030	5,980,000	224,500	-	224,500	224,500	1,105,000	1,329,500	1,554,000
Total Bonds		\$ 30,305,000	\$ 740,725	\$ -	\$ 740,725	\$ 740,725	\$ 7,995,000	\$ 8,735,725	\$ 9,475,450

Bond Retirement
\$8,786,380

Current Balance (Set Aside for 2024)

Monthly Set Aside Required

\$0

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
SUMMARY OF INVESTMENT PERFORMANCE
YEAR TO DATE THROUGH OCTOBER 31, 2024

MONTH	2024				2023				
	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	AVERAGE BALANCE	INTEREST EARNED	AVERAGE YIELD	STANDARD YIELD #	MARKET YIELD #
JANUARY	\$ 385,508,046	\$ 1,735,498	4.38%	5.36%	\$ 373,600,888	\$ 1,088,754	3.73%	4.26%	4.19%
FEBRUARY	380,226,311	1,215,231	4.43%	5.32%	375,262,233	1,025,329	3.96%	4.58%	4.43%
MARCH	385,500,913	1,349,459	4.50%	5.33%	378,391,518	1,443,221	4.11%	4.71%	4.69%
APRIL	392,386,644	1,396,057	4.57%	5.42%	380,299,265	1,438,394	4.19%	4.82%	4.89%
MAY	380,149,184	1,426,995	4.49%	5.42%	383,959,391	1,472,643	4.30%	4.93%	4.93%
JUNE	379,341,823	1,117,872	4.44%	5.33%	392,361,272	1,160,634	4.30%	5.06%	4.87%
JULY	385,760,857	1,395,601	4.38%	5.14%	382,652,131	1,296,004	4.38%	5.19%	5.14%
AUGUST	382,269,871	1,368,567	4.56%	4.89%	382,269,606	2,518,463	4.25%	5.20%	5.26%
SEPTEMBER	376,958,299	1,414,144	4.55%	4.38%	381,897,054	1,211,934	4.46%	5.39%	5.21%
OCTOBER	374,899,152	1,086,953	4.38%	4.43%	375,047,705	2,630,147	4.48%	5.43%	5.22%
NOVEMBER					382,477,148	1,193,770	4.52%	5.45%	5.21%
DECEMBER					381,753,533	1,586,601	4.26%	5.42%	5.23%
YEAR TO DATE	\$ 382,383,451	\$ 13,506,377	4.47%	5.10%	\$ 379,818,066	\$ 18,071,894	4.25%	5.04%	4.95%
RTA AVERAGE YIELDS OVER (UNDER) INDEX				-0.63%				0.03%	0.16%

Moving average coupon equivalent yields for 6 month Treasury Bills.

Market Yield equals US Treasury Money Fund 7 Day Yield

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
REPORT ON INVESTMENT EARNINGS (CASH BASIS)
AS OF OCTOBER 31, 2024**

BOND RETIREMENT FUND		
HUNTINGTON MONEY MARKET		\$ 30,581.99
TOTAL OCTOBER		<u>\$ 30,581.99</u>
2024 YEAR TO DATE		\$ 193,936.26
2023 YEAR TO DATE		\$ 266,421.61
GENERAL FUND		
HUNTINGTON-SALES TAX ACCOUNT		\$ 2,057.20
STAROHIO		59,069.38
KEY BANK SWEEP ACCOUNT		8,703.19
PNC CUSTODY ACCOUNT		272,205.83
MERCHANT ACCOUNT-KEY BANK SWEEP ACCOUNT		343.54
TOTAL OCTOBER		<u>\$ 342,379.14</u>
2024 YEAR TO DATE		\$ 1,183,616.40
2023 YEAR TO DATE		\$ 1,164,399.24
INSURANCE FUND		
STAROHIO		\$ 28,557.06
TOTAL OCTOBER		<u>\$ 28,557.06</u>
2024 YEAR TO DATE		\$ 360,493.40
2023 YEAR TO DATE		\$ 197,116.12
LAW ENFORCEMENT FUND		
KEY BANK SWEEP ACCOUNT		\$ 172.90
STAROHIO		223.12
TOTAL OCTOBER		<u>\$ 396.02</u>
2024 YEAR TO DATE		\$ 4,131.75
2023 YEAR TO DATE		\$ 9,686.74
LOCAL MATCH FUND		
STAROHIO-LOCAL MATCH		\$ 278,625.81
FFLMC		126,625.00
FHLB		52,000.00
KEY BANK SWEEP ACCOUNT		838.22
TOTAL OCTOBER		<u>\$ 458,089.03</u>
2024 YEAR TO DATE		\$ 5,239,718.09
2023 YEAR TO DATE		\$ 4,339,715.73
PENSION FUND		
STAROHIO		\$ 6,174.34
KEY BANK SWEEP ACCOUNT		7.76
TOTAL OCTOBER		<u>\$ 6,182.10</u>
2024 YEAR TO DATE		\$ 63,918.39
2023 YEAR TO DATE		\$ 57,260.55
EMPLOYEE ACTIVITY ACCOUNT		
KEY BANK MONEY MARKET		\$ 512.86
TOTAL OCTOBER		<u>\$ 512.86</u>
2024 YEAR TO DATE		\$ 5,172.89
2023 YEAR TO DATE		\$ 1,303.06
RTA CAPITAL FUND		
KEY BANK SWEEP ACCOUNT		\$ 5,481.81
TOTAL OCTOBER		<u>\$ 5,481.81</u>
2024 YEAR TO DATE		\$ 301,508.76
2023 YEAR TO DATE		\$ 229,265.34

**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY
 REPORT ON INVESTMENT EARNINGS (CASH BASIS)
 AS OF OCTOBER 31, 2024**

RESERVE FUND		
STAROHIO	\$	245,970.98
FHLB		65,625.00
FHLMC		64,375.00
KEY BANK SWEEP ACCOUNT		733.81
TOTAL OCTOBER	<u>\$</u>	<u>376,704.79</u>
2024 YEAR TO DATE	\$	6,470,891.63
2023 YEAR TO DATE	\$	4,664,319.16
TOTAL ALL FUNDS		
OCTOBER 2024	\$	1,249,884.80
2024 YEAR TO DATE	\$	13,823,387.57
2023 YEAR TO DATE	\$	10,929,487.55

	<u>OCTOBER</u>	<u>2024 YEAR TO DATE</u>
INTEREST RECEIVED (CASH BASIS)	\$ 1,249,884.80	\$ 13,823,387.57
ACCRUED INTEREST:		
BEGINNING:	(1,141,634.84)	(1,295,725.00)
ENDING	978,703.29	978,703.29
TOTAL INTEREST INCOME EARNED	<u>\$ 1,086,953.25</u>	<u>\$ 13,506,365.86</u>
AVERAGE INVESTMENT BALANCE (COST BASIS):	\$ 374,899,152	\$ 382,383,451
AVERAGE YIELD ON INVESTMENTS:	4.38%	4.47%

COMPOSITION OF INVESTMENT PORTFOLIO
AS OCTOBER 31, 2024

Instrument:	PRINCIPAL	FACE AMOUNT	PERCENT OF TOTAL	AVERAGE YIELD	AVERAGE MATURITY
Money Market Account	\$ 95,234,196	\$ 95,234,196	25.63%	4.44%	1
Key Bank Sweep Account	234,705	234,705	0.06%	1.77%	1
Star Ohio	146,840,645	146,840,645	39.52%	5.04%	1
Earnings Credit Rate Account	10,115,661	10,115,661	2.72%	0.00%	1
U.S. Government Securities	119,152,826	119,190,000	32.07%	3.49%	113
Total Investment Portfolio	\$ 371,578,033	\$ 371,615,207	100.00%	4.38%	

Greater Cleveland Regional Transit Authority
 Banking and Financial Relationships
 As of October 2024

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

NOTE:

This information is being provided for applicable individuals to be in compliance with:
 Ohio Revised Code Sections 102.03(D) and (E)
 Ohio Ethics Commission Informal Opinion Number 2003-10F-0224-1
 Ohio Ethics Commission Staff Advisory Opinion to Cheryl King Benford (DGM - Legal Affairs) dated May 6, 2020
 Ohio Ethics Commission Opinion Number 2011-08
 Ohio Ethics Commission Staff Advisory Opinion to R. Brent Mianey 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.

AGENDA

RTA OPERATIONAL PLANNING & INFRASTRUCTURE COMMITTEE

Tuesday, November 19, 2024

Committee Members: Ms. Lauren R. Welch, Chair
 Mr. Stephen M. Love
 Mr. Jeffrey W. Sleasman

- I. Roll Call
- II. 2025 Service Plan – a discussion on the FY 2025 Service Plan overview.

 Presenter:
 - Jeff Macko, Manager of Service Planning
- III. 2025 Budget – a discussion on the FY 2025 Budget presentation.

 Presenter:
 - Kay Sutula, Director, Office of Management & Budget
- IV. Public Hearing
 - FY 2025 Budget
- V. Adjourn



Greater Cleveland
Regional Transit Authority

Interoffice Memo

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

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

Date: November 14, 2024

Subject: 2025 Service Management Plan

A handwritten signature in blue ink, appearing to read 'IBT', enclosed within a circular scribble.

At the November 19, 2024, meeting of the Operational Planning & Infrastructure Committee, staff will present the 2025 Service Management Plan (SMP), as required by the Board-adopted Services Code. Each year, the SMP is developed in alignment with the General Manager's Recommended Budget.

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

ILT/JRM

Attachment

**Greater Cleveland
Regional Transit Authority**

**Fiscal Year 2025
Service Management Plan**

November 19, 2024

**Operations Division
Service Management Department**



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Section 1: Introduction

The FY 2025 Service Management Plan (SMP) is a companion document to the recommended 2025 Operating and Capital Budget. As required by policy, the SMP reports the current performance of all RTA bus routes and outlines plans for service levels and service changes anticipated in 2025. This year's report presents route performance in the first two quarters (first half) of 2024.

See charts in Appendix

Section 2: Plans for 2025

The recommended 2025 budget will enable RTA to sustain the year-end 2024 service level through 2025.

Service plans for 2025 include the following elements:

1. Staff will continue to monitor the system performance and make minor adjustments.
2. Service resources will be reallocated to offset detours and delays due to building, road, and bridge construction projects.
3. Temporary service will be operated to support rail construction projects and major special events.
4. Staff will continue to adjust bus stops to improve safety and informational signs.
5. Staff will continue working to improve transit waiting environments at high-usage bus stops and along priority corridors designated in the Strategic Plan.
6. Even where a shelter may not be warranted, staff will seek to improve stop conditions with concrete landing pads to benefit all riders, especially for riders with mobility impairments.
7. Staff will develop prioritization of frequency improvements to be implemented as budget permits.
8. Efforts to improve systemwide service reliability will continue.
9. The plan does not call for an increase in budgeted hours and miles.

Section 3: Bus Route Performance Summary

Each year, the Service Management Plan includes an analysis of bus route productivity. RTA uses five indicators to measure route productivity:

- Boardings per revenue vehicle hour
- Boardings per revenue vehicle trip
- Boardings per revenue vehicle mile
- Boardings per total vehicle hour
- Boardings per total vehicle mile

To provide fair comparisons of route performance, bus routes are compared with other routes in the same category of service. The categories are:

- Radial – local routes operating to and from downtown.
- Crosstown/Feeder – routes that do not travel downtown, but typically connect with radial bus routes or rapid transit.
- Park-N-Ride – service operating on freeways between park-n-ride lots and downtown during rush hours.
- Downtown Trolley – local service traveling entirely within the downtown area.

Policy requires that the Service Management Plan include analysis of current bus route performance. Service statistics recorded between January 1 and June 30, 2024, were used to analyze current bus route performance.

Section 4: Bus Routes in the Bottom Quartile of Their Route Category

By policy, RTA staff must identify every route whose utilization, in boardings per revenue vehicle hour (B/VH), is low in relation to other routes in its route category. Routes in the bottom quartile of each route category are listed below. The number in parentheses next to each route is the number of boardings per “revenue vehicle hour” (i.e., in-service vehicle hour) for the route. Detailed route performance statistics are included in the Appendix.

Radial (Category Average = 19)

#55/55B/55C Cleveland State Line (13)
#71 Pearl - Tiedeman (12)
#90 Broadway - Libby (11)
#8 Cedar - Buckeye (10)
#77 Brecksville (6)

Crosstown/Feeder (Category Avg. = 15)

#83 Warren - W.130 (9)
#86 Rocky River Dr - Bagley (9)
#54 Brookpark - Rockside (8)
#34 E. 200 - Green (8)
#35 Lee – E 123 (7)

Appendix - Route Performance Tables

Total Radial Route Performance

From 1/1/24 through 6/30/24

Sorted by Boardings per Revenue Hour

Route	Ridership by Route		Vehicle Statistics					Route Performance Indicators				
	Boardings	% Contribution	Revenue Trips	Revenue Hours	Revenue Miles	Total Hours	Total Miles	Boardings per Revenue Trip	Boardings per Revenue Hour	Boardings per Revenue Mile	Boardings per Total Hour	Boardings per Total Mile
HealthLine	994,362	15.4%	30,576	23,754	208,242	23,937	209,316	32.5	41.9	4.8	41.5	4.8
3 Superior	419,920	6.5%	22,524	15,766	155,611	15,905	156,430	18.6	26.6	2.7	26.4	2.7
22 Lorain	522,624	8.1%	22,165	23,622	264,584	24,632	281,317	23.6	22.1	2.0	21.2	1.9
1 St. Clair	324,440	5.0%	21,924	15,921	169,259	16,344	174,766	14.8	20.4	1.9	19.9	1.9
9 Mayfield - Hough	367,158	5.7%	14,038	18,626	228,692	19,502	250,067	26.2	19.7	1.6	18.8	1.5
51/51A MetroHealth Line	478,813	7.4%	23,410	24,375	310,809	25,700	337,320	20.5	19.6	1.5	18.6	1.4
14/14A Kinsman	534,644	8.3%	23,184	28,320	354,033	30,007	395,232	23.1	18.9	1.5	17.8	1.4
11 Quincy - Cedar	311,856	4.8%	14,076	16,549	184,210	17,317	198,944	22.2	18.8	1.7	18.0	1.6
19/19A/19B Broadway	450,860	7.0%	23,189	27,299	351,172	29,092	382,132	19.4	16.5	1.3	15.5	1.2
26/26A Detroit	434,428	6.7%	21,924	26,754	329,503	27,612	345,997	19.8	16.2	1.3	15.7	1.3
15 Union - Harvard	399,443	6.2%	20,616	25,474	296,512	27,193	327,013	19.4	15.7	1.3	14.7	1.2
45 Ridge - Fulton	208,405	3.2%	12,652	13,924	156,897	14,637	171,331	16.5	15.0	1.3	14.2	1.2
25 Madison - Clark	241,553	3.7%	13,737	17,924	209,724	18,600	220,451	17.6	13.5	1.2	13.0	1.1
39 Lakeshore	47,539	0.7%	3,328	3,554	56,953	4,414	76,072	14.3	13.4	0.8	10.8	0.6
53/53A MetroHealth - Broadview	104,648	1.6%	8,176	8,042	128,508	9,028	156,507	12.8	13.0	0.8	11.6	0.7
55/55B/55C Cleveland State Line	224,421	3.5%	12,656	17,842	263,475	19,991	317,005	17.7	12.6	0.9	11.2	0.7
71 Pearl - Tiedeman	155,583	2.4%	9,300	13,237	187,385	14,265	209,032	16.7	11.8	0.8	10.9	0.7
90 Broadway - Libby	142,977	2.2%	10,776	13,065	230,017	13,886	251,758	13.3	10.9	0.6	10.3	0.6
8 Cedar - Buckeye	57,583	0.9%	5,716	5,576	45,778	5,822	50,569	10.1	10.3	1.3	9.9	1.1
77 Brecksville	50,948	0.8%	8,128	7,951	158,413	8,648	176,845	6.3	6.4	0.3	5.9	0.3
Total	6,472,205	100.0%	322,095	347,575	4,289,777	366,536	4,688,104	20.1	18.6	1.5	17.7	1.4

Appendix - Route Performance Tables

Total Crosstown/Feeder Route Performance

From 1/1/24 through 6/30/24

Sorted by Boardings per Revenue Hour

Route	Ridership by Route		Vehicle Statistics					Route Performance Indicators				
	Boardings	% Contribution	Revenue Trips	Revenue Hours	Revenue Miles	Total Hours	Total Miles	Boardings per Revenue Trip	Boardings per Revenue Hour	Boardings per Revenue Mile	Boardings per Total Hour	Boardings per Total Mile
28/28A Euclid	350,864	11.9%	24,188	16,069	172,098	16,247	174,109	14.5	21.8	2.0	21.6	2.0
10 E.105 - Lakeshore	650,376	22.0%	23,672	31,071	386,674	32,680	414,430	27.5	20.9	1.7	19.9	1.6
41/41F Warrensville	496,009	16.8%	17,373	24,661	344,275	25,791	365,910	28.6	20.1	1.4	19.2	1.4
16 E.55	68,517	2.3%	4,209	4,129	46,105	4,394	52,355	16.3	16.6	1.5	15.6	1.3
31 St. Clair - Babbitt	175,025	5.9%	14,380	10,670	121,451	10,746	121,874	12.2	16.4	1.4	16.3	1.4
40 Lakeview - Lee	192,062	6.5%	11,632	13,311	161,719	13,898	170,997	16.5	14.4	1.2	13.8	1.1
37 Hayden - E.185	104,699	3.5%	10,796	8,003	88,656	8,071	89,075	9.7	13.1	1.2	13.0	1.2
78 W.117 - Puritas	159,390	5.4%	12,780	12,584	145,876	13,069	151,507	12.5	12.7	1.1	12.2	1.1
48 E.131	171,276	5.8%	14,512	14,099	131,575	14,843	141,556	11.8	12.1	1.3	11.5	1.2
94 E.260 - Richmond	75,881	2.6%	5,780	6,875	95,002	7,243	102,258	13.1	11.0	0.8	10.5	0.7
2 E.79	38,718	1.3%	3,840	3,783	46,481	3,970	52,011	10.1	10.2	0.8	9.8	0.7
50 E.116	51,653	1.7%	5,480	5,392	53,674	5,662	56,885	9.4	9.6	1.0	9.1	0.9
18 W.98 - Garfield	93,875	3.2%	7,098	10,177	119,488	10,475	125,973	13.2	9.2	0.8	9.0	0.7
7/7A Monticello	68,388	2.3%	10,412	7,481	90,448	7,685	93,434	6.6	9.1	0.8	8.9	0.7
83 Warren - W.130	104,333	3.5%	11,762	11,526	161,893	12,067	171,017	8.9	9.1	0.6	8.6	0.6
86 Rocky River Dr - Bagley	48,009	1.6%	5,460	5,389	85,316	5,646	90,563	8.8	8.9	0.6	8.5	0.5
54 Brookpark - Rockside	45,749	1.5%	5,824	5,714	77,153	6,084	84,767	7.9	8.0	0.6	7.5	0.5
34 E.200 - Green	33,055	1.1%	3,968	4,425	55,678	4,606	59,159	8.3	7.5	0.6	7.2	0.6
35 Lee - E.123	25,309	0.9%	4,864	3,454	30,903	3,492	31,128	5.2	7.3	0.8	7.2	0.8
Total	2,953,188	100.0%	198,030	198,811	2,414,465	206,669	2,549,008	14.9	14.9	1.2	14.3	1.2

Appendix - Route Performance Tables

Total Route Performance by Route Category

From 1/1/24 through 6/30/24

No Sorting

Route Category	Ridership by Route		Vehicle Statistics					Route Performance Indicators				
	Boardings	% Contribution	Revenue Trips	Revenue Hours	Revenue Miles	Total Hours	Total Miles	Boardings per Revenue Trip	Boardings per Revenue Hour	Boardings per Revenue Mile	Boardings per Total Hour	Boardings per Total Mile
Radial	6,472,205	68.0%	322,095	347,575	4,289,777	366,536	4,688,104	20.1	18.6	1.5	17.7	1.4
Crosstown/Feeder	2,953,188	31.0%	198,030	198,811	2,414,465	206,669	2,549,008	14.9	14.9	1.2	14.3	1.2
251 Strongsville Park-n-Ride	25,961	0.3%	1,536	1,448	34,946	2,734	71,685	16.9	17.9	0.7	9.5	0.4
B-Line Trolley	42,332	0.4%	12,928	3,190	17,766	3,380	21,459	3.3	13.3	2.4	12.5	2.0
Uncategorized and Misc.	31,148	0.3%	4,056	1,793	21,922	1,842	22,860	7.7	17.4	1.4	16.9	1.4
Total	9,524,834	100.0%	538,645	552,817	6,778,876	581,161	7,353,116	17.7	17.2	1.4	16.4	1.3

**Note: Uncategorized and Misc. primarily refers to rail replacement bus service for Red/Blue/Green Lines*



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

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

Date: November 14, 2024

Subject: Proposed FY 2025 Budget

At the November 19, 2024 Operational Planning & Infrastructure Committee meeting, staff will present the proposed FY 2025 Budget. A public hearing will be held after the budget presentation.

The proposed FY 2025 Budget includes total revenues of \$364.5 million. The two largest sources of revenue are Sales & Use Tax and Passenger Fares estimated at \$267.5 million and \$32.0 million, respectively. A 27th pay for hourly employees will occur in 2025 and \$4.5 million is budgeted to be transferred from the Reserve Fund (27th Pay) to the General Fund. A transfer of \$50.5 million is budgeted from the Reserve Fund (Revenue Stabilization) to the General Fund. As the year progresses, we will review revenues and expenditures to determine how much of the budgeted Revenue Stabilization funding needs to be transferred to maintain a 1-month ending balance.

Operating expenditures are budgeted at \$323.8 million, which includes funding for 2,423 full-time equivalent (FTE) positions. Transfers to other funds total \$41.1 million, which includes a 10% transfer for the Capital Improvement Program. Total expenditures are budgeted at \$364.9 million. With total expenditures of \$364.9 million against total revenues of \$364.5 million, and a projected beginning balance of \$27.5 million, the projected ending balance is budgeted at \$27.1 million, which equates to a 1.0-month reserve.

At the December 3, 2024 Operational Planning & Infrastructure Committee meeting, we will again present the FY 2025 Budget. A second public hearing will be held after the presentation. The resolution for the FY 2025 Proposed Budget will be presented at the December Board Meeting on December 17, 2024.

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

IBT/kms



Greater Cleveland
Regional Transit Authority

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

October 23, 2024

Notice is hereby given that public hearings on the Proposed Fiscal Year (FY) 2025 Operating and Capital Budgets of the Greater Cleveland Regional Transit Authority will be held at 9:00 A.M. Eastern Daylight Time on Tuesday, November 19, 2024, and on Tuesday, December 3, 2024.

The public hearings will be held in the Board Room of the Greater Cleveland Regional Transit Authority, 1st Floor, Main Office Building, 1240 West Sixth Street, Cleveland, Ohio. The meeting will also be live streamed on RTA's website at (www.riderta.com/board) and (www.riderta.com/events) via YouTube by selecting the meeting day.

A copy of the Proposed FY 2025 Budget is on file in the Office of Management and Budget of the Greater Cleveland Regional Transit Authority, 4th Floor, 1240 West Sixth St., Cleveland, OH, and available for public inspection on RTA's website (www.riderta.com), as well as on RTA's Facebook page and Twitter page. Public comments for the Public Hearing can be made in person at the meeting, submitted by email at (Public-Comment@gccta.org) or via phone at 440-276-4600.

A handwritten signature in black ink, appearing to read 'India L. Birdsong Terry', is written over a faint, circular watermark or logo. The signature is fluid and cursive.

India L. Birdsong Terry, General Manager / Chief Executive Officer,
Greater Cleveland Regional Transit Authority

REVISED AGENDA

RTA ORGANIZATIONAL, SERVICES & PERFORMANCE MONITORING COMMITTEE

Tuesday, November 19, 2024

Committee Members: Mayor Anthony D. Biasiotta, Chair
Ms. Lauren R. Welch, Vice Chair
Ms. Deidre Y. McPherson
Ms. Emily Garr Pacetti
Mr. Jeffrey W. Sleasman

- I. Roll Call
- II. TRACTION Results Reporting - Presentation of 3rd Quarter 2024 scorecards, customer experience surveys and community value surveys.

Presenter(s):

- India L. Birdsong Terry, General Manager, CEO
- John Lewis, Principal, Transpro
- Dr. James Rubin, Principal, Transpro

- III. Adjourn