

RESOLUTION NO. 2017-40

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH CLEVELAND NEIGHBORHOOD PROGRESS, INC. (CNP) FOR THE W.25<sup>TH</sup> STREET TRANSIT ALTERNATIVE DEVELOPMENT STUDY (PROGRAMMING AND PLANNING DEPARTMENT BUDGET)

WHEREAS, GCRTA developed the Strategic Plan identifying Priority Corridors for transit improvements throughout the public transportation network; and

WHEREAS, W. 25<sup>th</sup> Street is one of the priority corridors with very high ridership and propensity for Transit Oriented Development; and

WHEREAS, Cleveland Neighborhood Progress (CNP) completed a W.25<sup>th</sup> Street Transit Development Strategy in concert with GCRTA in 2015; and

WHEREAS, that study recommended further transportation improvements for this corridor; and

WHEREAS, further study is required on the corridor to assist with potential funding of the project through federal and other sources; and

WHEREAS, GCRTA service and customers will benefit from GCRTA's participation in the study; and

WHEREAS, the total project cost is estimated to be fifty thousand dollars (\$50,000.00) and GCRTA desires to contribute to the cost of the study; and

WHEREAS, CNP has agreed to contribute twenty thousand dollars (\$20,000.00) and manage the project while GCRTA will pay the remaining thirty thousand dollars (\$30,000.00) for the study.

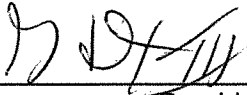
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the CEO, General Manager/Secretary-Treasurer of the Greater Cleveland Regional Transit Authority be and is hereby authorized to enter into a Memorandum of Understanding with Cleveland Neighborhood Progress, Inc. to provide funds for the W. 25<sup>th</sup> Street Transit Alternative Development Study.

Section 2. That funds contributed by GCRTA for the study will be payable from the Programming and Planning Department Budget.

Section 3. That this resolution shall take effect immediately upon its adoption.

Adopted: June 20, 2017

  
\_\_\_\_\_  
President

Attested:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer



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

<b>TITLE/DESCRIPTION:</b> <b>CONTRACT:</b> MEMORANDUM OF UNDERSTANDING WITH CLEVELAND NEIGHBORHOOD PROGRESS FOR W.25 <sup>th</sup> STREET TRANSIT ALTERNATIVE STUDY  <b>VENDOR:</b> CLEVELAND NEIGHBORHOOD PROGRESS, INC.  <b>AMOUNT:</b> \$30,000.00	<b>Resolution No.:</b> 2017-40
	<b>Date:</b> June 15, 2017
	<b>Initiator:</b> Programming and Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 **PURPOSE/SCOPE:** This action will allow the Authority to enter into a Memorandum of Understanding (“MOU”) with the Cleveland Neighborhood Progress, Inc. (CNP) to provide funding to develop a transit alternative for the West 25<sup>th</sup> Street corridor. CNP will be the Project Manager and will hire contractor(s) to perform the study.

2.0 **DESCRIPTION/JUSTIFICATION:** A study was completed in 2015 by CNP and various stakeholders along W. 25<sup>th</sup> street. This study concluded with a recommendation of further transportation improvements. This study will provide additional data on a transportation improvement project on W. 25<sup>th</sup> Street. That data is required to apply for any additional Federal or other funding. The W. 25<sup>th</sup> Street corridor is among the highest in ridership for GCRTA and is designated as a Priority Corridor in the GCRTA Strategic Plan. In addition, it is one of the Mayor of Cleveland’s Target Reinvestment Areas. GCRTA is supportive of this study because it will assist in addressing federal and other grant funding requirements as well as provide recommended improvements to public transit in this densely populated area. CNP has agreed to assume all project management functions for the study.

The total study cost is estimated to be fifty thousand dollars (\$50,000.00). This amount will be paid as follows: twenty thousand dollars (\$20,000.00) from CNP and thirty thousand dollars (\$30,000.00) from GCRTA.

3.0 **PROCUREMENT BACKGROUND:** N/A

4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** N/A

5.0 **POLICY IMPACT:** Entering into this agreement is consistent with GCRTA’s Strategic Plan and its interest in improving public transportation within the service network.

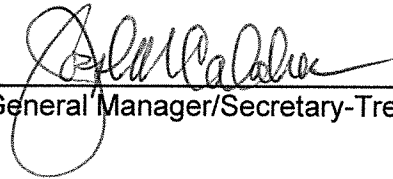
6.0 **ECONOMIC IMPACT:** GCRTA’s portion of the study’s cost (\$30,000.00) will be funded from the RTA Programming and Planning Department Budget.

7.0 **ALTERNATIVES:** Reject the MOU. Rejection of this agreement will prohibit the transit alternative study to be completed.

8.0 RECOMMENDATION: The MOU was discussed by the Planning & Development Committee at the June 20, 2017 meeting. It was recommended that the MOU with CNP be approved and the resolution passed authorizing the CEO, General Manager/Secretary-Treasurer to enter into the agreement.

9.0 ATTACHMENTS: Attachment A - Draft MOU is attached.

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

A handwritten signature in black ink, appearing to read "J. M. Calver", is written over a horizontal line. The signature is cursive and somewhat stylized.

CEO, General Manager/Secretary-Treasurer

**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**CLEVELAND NEIGHBOHROOD PROGRESS, INC.**  
**AND**  
**THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**  
**FOR**  
**W. 25<sup>TH</sup> STREET TRANSIT ALTERNATIVE DEVELOPMENT STUDY**

THIS MEMORANDUM OF UNDERSTANDING is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Greater Cleveland Regional Transit Authority (“GCRTA”), a regional transit authority organized and existing as a political subdivision of the State of Ohio and having its main office located at 1240 W. Sixth Street, Cleveland, Ohio 44113, and Neighborhood Progress Inc., d/ba/ Cleveland Neighborhood Progress, Inc., a non-profit, 501 C(3) corporation of the State of Ohio (“CNP”), with a mailing address is 11327 Shaker Blvd. Suite 500W, Cleveland, Ohio 44104, collectively referred to as the “Parties[.]”

WHEREAS, in 2015, the Parties completed a W. 25<sup>th</sup> Street Transit Development Strategy; and

WHEREAS, the W. 25<sup>th</sup> Street Transit Development Strategy made recommendations for further transit improvements to the W. 25<sup>th</sup> Corridor; and

WHEREAS, CNP has developed a scope of activities for a 2017 Transit Alternative Study that will cost Fifty Thousand Dollars; and

WHEREAS, CPN has agreed to fund Twenty Thousand Dollars of the cost and serve as project manager; and

WHEREAS, this Transit Development Study will benefit GCRTA transit services along this densely populated corridor and is part of RTA'S Strategic Plan and a Priority Corridor.

WHEREAS, information adduced from this study will be used to apply for future federal and other grants; and

WHEREAS, given the W. 25<sup>th</sup> Street Corridor's importance, GCRTA has agreed to fund the remaining Thirty Thousand Dollars (\$30,000.00) of the study.

THEREFORE, the Parties agree as follows:

**ARTICLE 1.**            **THE PROJECT**

The Project will consist of further study, data collection and analysis, as documented in the attached Scope of Work.

**ARTICLE 2.**            **RTA RESPONSIBILITIES**

GCRTA will contribute Thirty Thousand Dollars (\$30,000.00) required for the project.

**ARTICLE 3.**            **CNP RESPONSIBILITIES**

CNP will directly invoice GCRTA based upon contractors' successful completion of study components.

**ARTICLE 4.**            **TERM**

The term of this Memorandum of Understanding begins on the date of last execution, and will continue for a period not to exceed three (3) years, unless sooner terminated or superseded by mutual agreement of the Parties.

**ARTICLE 5.**            **MISCELLANEOUS**

**5.1** This Memorandum of Understanding may be executed in counterparts, each of which will be deemed an original. This Memorandum sets forth the current understanding of the Parties with respect to the subject matter hereof.

5.2 This Memorandum of Understanding may only be amended or supplemented by a written document signed by authorized representatives of both Parties. No representation or warranty is binding on either Party unless in writing in this Memorandum.

5.3 This Memorandum of Understanding does not create any agency, partnership, co-partnership or joint venture relationship between the Parties. Nothing contained or implied in this Memorandum is intended to confer upon any person or entity, other than the named parties, any right or remedy under or by reason of this Memorandum.

The parties have executed this Agreement as of the date first written above.

CLEVELAND NEIGHBORHOOD  
PROGRESS INC.

GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager/Secretary-  
Treasurer

The legal form and correctness of this  
instrument is approved:

Approved as to legal form and  
correctness

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal  
Affairs Greater Cleveland Regional  
Transit Authority

Date: \_\_\_\_\_

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## Scope of Services for West 25<sup>th</sup> Street Bus Rapid Transit Development Project

The WSP USA (WSP) Team will assist RTA in conceptual design of bus rapid transit improvements for the West 25<sup>th</sup> Street corridor. This corridor, illustrated in Figure 1 on page 3, includes Superior Avenue from Public Square to West 9<sup>th</sup> Street/Huron Road (east end of the Detroit-Superior Bridge); Detroit Avenue from West 9<sup>th</sup> Street/Huron Road to West 25<sup>th</sup> Street (west end of the Detroit-Superior Bridge); and West 25<sup>th</sup> Street-Pearl Road (US 42-SR3) from Detroit Avenue to Broadview Road. The proposed corridor is approximately 5 miles long and includes 31 signalized intersections, as listed below.

1. Superior/West Roadway
2. Superior/W.3<sup>rd</sup> Street
3. Superior/W.6<sup>th</sup> Street
4. Detroit-Superior/W.9<sup>th</sup> Street-Huron
5. Franklin (west)/W.25<sup>th</sup> Street
6. Vestry/W.25<sup>th</sup> Street
7. Jay/W.25<sup>th</sup> Street
8. Bridge/W.25<sup>th</sup> Street
9. Lorain/W.25<sup>th</sup> Street
10. Chatham-Gehring/W.25<sup>th</sup> Street
11. Columbus/W.25<sup>th</sup> Street
12. Potter/W.25<sup>th</sup> Street
13. Pearl-Queen/W.25<sup>th</sup> Street
14. Barber/W.25<sup>th</sup> Street
15. Wade/W.25<sup>th</sup> Street
16. Seymour/W.25<sup>th</sup> Street
17. Walton/W.25<sup>th</sup> Street
18. Clark/W.25<sup>th</sup> Street
19. Meyer/W.25<sup>th</sup> Street
20. MetroHealth Dr/W.25<sup>th</sup> Street
21. Trowbridge/W.25<sup>th</sup> Street
22. Woodbridge/W.25<sup>th</sup> Street
23. Marvin-Southpoint/W.25<sup>th</sup> Street
24. I-71 WB Ramps/Pearl
25. I-71 EB Ramps/Pearl
26. Willowdale/Pearl
27. Forestdale/Pearl
28. Archwood/Pearl
29. Denison/Pearl
30. Wildlife Way/Pearl
31. Broadview/Pearl

The scope of services will include transit operations planning, traffic engineering and analysis, conceptual design of bus rapid transit facilities, integration of bicycle and pedestrian facilities, bus and traffic operations including changes to signal equipment and roadway configuration, preparation of conceptual capital and operating cost estimates for bus rapid transit facilities and associated roadway and signal system conversions, and, and preparation of an application for entry into the Federal Transit Administration (FTA) Small Starts program as a corridor-based improvement.

### **Task 1: Development of Initial Concept**

WSP will develop an initial BRT concept, including the bus operating plan, proposed exclusive running way, signal operations including intersection configuration, signal phasing and queue jump locations and configurations, for the proposed system. This work will be based on outcomes of the initial Cleveland Neighborhood Progress (CNP) West 25<sup>th</sup> Street Study, FTA New Starts and Small Starts Corridor-Based category requirements, and existing conditions and information provided by RTA engineering and operations. Recommended station locations will be identified based on existing RTA consolidated stop locations and recommendations of the initial CNP West 25<sup>th</sup> Street Study. Packages identifying various station elements will be developed in subsequent study phases based on public and stakeholder input. Subsequent to review with CNP and RTA planning staffs, WSP will present the initial concept separately to RTA engineering and operations and adjust the concept based on RTA feedback.

### **Task 2: Coordination with Local Transportation and Planning Agencies**

With CNP and RTA, WSP will present the initial BRT concept developed in Task 1 to representatives of the following entities for their information, coordination and feedback:

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- City of Cleveland Planning
  - City of Cleveland Traffic Engineering
  - CNP
  - Cuyahoga County Planning
  - Ohio Department of Transportation District 12
  - NOACA
  - MetroHealth Hospital and relevant Community Development Corporation (CDCs) representing neighborhoods along the corridor (Ohio City, Tremont, MetroWest, Old Brooklyn)
  - Irishtown Bend TLCI Project Study Team

In coordination with CNP and RTA, WSP will revise the proposed plans based on input from these entities prior to developing cost estimates and coordinate with the agencies with the aim of achieving consensus on relevant design elements. Traffic data collection and/ or traffic analysis required to address stakeholder concerns will be performed as an additional scope item for an additional fee under separate authorization.

#### **Task 3: Cost Estimation**

WSP will develop operating and capital cost estimates for the conceptual design and operating concept developed in Task 2. Capital cost estimates will be based on recent, local and national experience in developing BRT design and will use FTA cost category spreadsheets with approved contingency rates. Station capital costs will be estimated at three potential levels of station investment (\$100,000, \$50,000, \$20,000) based on number of average daily boardings, adjacent attractions, available right-of-way, and other factors. The proposed stations will show an associated level of investment for each station location. WSP will prepare the cost estimates and submit them to CNP and RTA for review and revision based on CNP and RTA comments prior to submission to FTA. Estimates of incremental operating cost for any service changes will be developed in collaboration with RTA operations planning staff. Designs and/or operating plans may be adjusted after completion of cost estimates to maintain compliance with FTA Small Starts funding limitations. These changes will be coordinated with CNP, RTA and transportation stakeholders to insure continued consensus for the proposed design concept.

#### **Task 4: FTA New Starts Submission**

WSP will work with CNP and RTA to complete a New Starts worksheet for the project and prepare a package for submission to request entry into the New Starts process. WSP will include information developed over the course of the project including demographic measures and cost estimates for the project, and will present the data in proper, FTA-compliant format for submission by RTA.

WSP will assist CNP and RTA in developing a white paper and legislative briefing memorandum to support the development of the project.





Figure 1: Proposed BRT Corridor

