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Mr. Corey Watt
Resident

Executive Director

Mr. Matthew M. Dutkevicz

Legal Counsel

Mr. Mark Landes
Isaac Wiles
Burkholder & Teetor, LLC

***** PUBLIC MEETING NOTICE *****

Butler County Regional Transit Authority Board of Trustees

The BCRTA Board of Trustees is scheduled to meet on Wednesday, June 16, 2021 at 8:00 a.m. In compliance with state mandates, this meeting will be held in the Board Room, at the BCRTA office located at 3045 Moser Court, Hamilton, OH 45011 and will also be held electronically. Connection details may be found at: <https://www.butlercountyrta.com/about/board-meetings/>

In accordance with the American Disabilities Act, if anyone has a disability and requires assistance or, in accordance with the Limited English Proficiency Executive Order, requires translation services, please call Mr. Matthew Dutkevicz at 513.785.5237 or 800.750.0750 (Ohio Relay Service).

BUTLER COUNTY REGIONAL TRANSIT AUTHORITY BOARD OF TRUSTEES

June 16, 2021, 8:00 AM

**Butler County Regional Transit Authority
3045 Moser Court, Hamilton, OH 45011**

Microsoft Teams Meeting

[Join on your computer or mobile app: Click here to join the meeting](#)

Or call in (audio only): [+1 614-695-4307](tel:+16146954307),873692375# • Phone Conference ID: 873 692 375# • *6 to mute/unmute

PRELIMINARY AGENDA

- I. Call to Order & Roll
 - a. Consideration of Absences
- II. Consent Agenda (Motion Requested)
 - a. Approval of the Agenda
 - b. Approval of the May 19, 2021 Meeting Minutes
- III. Comments from Citizens
- IV. Secretary/Treasurer's Report – April 2021
- V. Chestnut Fields Update - Ken Emling, RL Bowen + Associates
- VI. Action Items
 - a. Resolution No. 21-06-01: **Authorizing the Butler County Regional Transit Authority (BCRTA) Executive Director to Enter into an Agreement for Marketing Services**
 - b. Resolution No. 21-06-02: **Authorizing the Executive Director to Execute the Membership Agreement and Bylaws of the Health Transit Pool of Ohio.**
 - c. Resolution No. 21-06-03: **Amending the FY2021 Accrual Operating Budget for the Butler County Regional Transit Authority.**
 - d. Resolution No. 21-06-04: **Amending FY2021 Appropriations and Acceptance of the Butler County Regional Transit Authority**

Next Meeting Date:

No July Meeting!

August 18, 2021 @ 8:00 AM

**Midpointe Library • 125 S Broad Street
Middletown • OH • 45044**

BUTLER COUNTY REGIONAL TRANSIT AUTHORITY BOARD OF TRUSTEES

June 16, 2021, 8:00 AM

Butler County Regional Transit Authority

3045 Moser Court, Hamilton, OH 45011

(BCRTA) Fiscal Officer's Amended Certification of Funds and Estimation of Revenues.

- e. Resolution No. 21-06-05: **Authorizing the Butler County Regional Transit Authority (BCRTA) Executive Director to Amend an Agreement for Part II Architecture & Engineering Services for the Chestnut Fields Multimodal Station & Shared Services Facility.**
- VII. Committee & Staff Reports
- a. OKI
 - b. Metrics
 - c. Marketing & Outreach
 - d. Director's Report
- VIII. Adjourn (Motion Requested)

Next Meeting Date:

No July Meeting!

August 18, 2021 @ 8:00 AM

Midpointe Library • 125 S Broad Street

Middletown • OH • 45044

2021 Butler County RTA Board of Trustees Attendance

	Jan	Feb	Mar	Apr	May	June	July	August	Sept	Oct	Nov	Dec
Bautz, Travis	X	X	X	X	X							
Chandler, Jessica	X	X	X	E	X							
Fehr, David	X	X	X	X	X							
Foster, Jim	X	X	X	X	X							
Gordon, Perry	X	X	X	X	X							
Lawson, Chris	E	X	X	X	X							
Schmitt, Nancy	X	X	X	X	A							
Watt, Corey	X	X	X	X	X							

X = Present

E = Excused

A = Absent

March 2021, statements were included in the packet. For the month of March, Revenues were under budget approximately \$56K. Ms. Weidner explained that although BCRTA is over budget in Fares due to the Miami Covid trips and in Interest & Other due to the BWC premium refunds, drawing Federal Operating Funds from 5307 funds at 50% match to use State Funding has brought the overall revenues under budget. Wages and Fringes remained under budget due to being understaffed in several ancillary roles such as Supervision, Dispatch, and Administration. Most of these positions have been filled and wages should begin to level out in coming months. Services continued to be under budget as the 2020 Audit has not yet been started and Marketing services have not yet been contracted. Matching funds for the vehicle purchased for the Transit Alliance contributed to the over budget amount in Miscellaneous Items. Overall Expenses ended March \$174K under budget. The Gain with Local Depreciation was just over \$399K.

The Transaction logs were included in the packet presenting all cash transactions for the period. The balance sheet for March 2021, was presented with normal balances for assets, as well as liabilities and equity. Ms. Weidner and her staff will look into utilizing STAR Ohio (State Treasury Asset Reserve), a public investment pool made up of high grade, short term securities, to invest some of the monies currently in the large PNC-Money Market account.

At the end of March, Available Funds were approximately \$4.0M. We are overmatched for what is currently on or planned to be on our grants, and with current funding, we are able to cover the local share of capital projects not on a grant through 2025. Non-Restricted Funds of \$1.4M will be used to match future year large bus purchases and any needed match for the Chestnut Fields facility.

Mr. Lawson requested a motion to approve the March 2021 Treasurer's Report. Ms. Chandler made a motion to approve the Treasurer's Report. Mr. Foster seconded the motion. The report was approved.

V. Committee & Staff Reports

a. OKI

Mr. Lawson provided a summary of the OKI meeting. Mr. Lawson noted that OKI announced they will be launching the summer clean air and rideshare programs again. Mr. Lawson also remarked that 5310 funds were awarded to the TABC during the meeting.

b. Metrics

Mr. Morgan presented metric for March 2021:

Leveraging Competitive Funding & Partnerships

- Average Fleet Age
 - 3.54 years – This is a decrease of 3.67 percent from March 2020.

- Subsidy per Passenger
 - The subsidy per passenger increased in March of 2021 in comparison to last March by \$13.43 or 95 percent. This is directly related to COVID – 19, reduced ridership and going fare free on the fixed routes.

- Admin Cost Per Revenue Hour
 - Administrative Overhead cost per hour has decreased by \$4.04 or 19.4 percent comparing March of 2020 to March of 2021.

Enhancing Connectivity

- BCRTA Transit App Users
 - BCRTA had 1,195 users during the month of March for the Transit App.
- BCRTA Transit App Downloads
 - BCRTA tracked 172 new downloads for the Transit App in March of 2021.
- BGO App Rides/Total BGO Rides
 - 31.76 percent of all trips were booked utilizing the mobile application. This is a 61.1 percent increase from March of 2020.
- BGO App Downloads
 - BCRTA had 317 new users download the mobile application. This is a 23.03 percent increase in app downloads from March 2020.
- BGO Mobile Payment & Total Trips
 - BCRTA completed 2,890 non - contracted trips in March of 2021. This is a 105.3 percent increase in completed, non - contracted trips from March of last year.
 - 32.83 percent of all completed, non – contracted trips were paid for using the BCRTA mobile application (BrainTree).
 - Validators are currently installed. Training and fare media are being developed. No data collected.

Improving Mobility & Eliminating Barriers

- Passengers Per Revenue Hour
 - Fixed routes had 3.31 passengers per revenue hour in March of 2021, this is 55.7 percent lower than March of 2020.
 - Demand Response service had 1.77 passengers per revenue hour in March of 2021, this is a 28.3 percent increase from March of 2020.
- Accidents and Injuries
 - Fault Total – BCRTA had 3 at fault accident in March of 2021.
 - No Fault Total – BCRTA also had 3 no fault accidents.
- Target Operator Staffing
 - 60%
 - This number has decreased 19.41 percent from the same month for the previous year and 32.69 percent from the previous month. The yearly average was 95.30 percent.

- Denials and Refusals/ Total BGO Trips
 - 3.7 percent of all requested BGO trips were refused or denied in March of 2021 due to time and capacity limitations. This is a 9.01 percent decrease from March of 2020.

Supporting Employers

- 42x Park and Ride Total Trips
 - The 42x resumed regular service on March 8th, 2021. In March of 2021, the 42x had 318 riders. This is a 1,327 percent decrease from March of the previous year.
- BGO Employment Trips
 - BCRTA completed 1,266 BGO trips for the purpose of employment in March of 2021, this is a 20.85 percent increase from March of 2020.

Developing Multimodal Infrastructure

- Goal
 - This field is to show the progress of our upcoming Chestnut Fields Multi-Modal Transit Station. BCRTA has secured funding for our \$11,468,750 goal.
- Days Until Chestnut Fields Completed
 - BCRTA expects this project to be completed within the next 579 days or 1.59 years.

c. Marketing & Outreach

Mr. Gardocki announced that staff had just completed filming of a how to ride video to be launched soon. Mrs. Cowan added that BCRTA is in receipt of responses to the request for proposal for marketing services and should recommend an award at the June board meeting.

VI. **Director's Report**

Mr. Dutkevich provided a brief summary of the director's notes in the packet:

Metrics & Service

Miami University Service Levels

Miami and BCRTA have elected to suspend most summer service due to dramatically reduced enrollment. SafeRide will be expanded and remain for summer. Normal service is expected to return in August.

Vaccination Trips

BCRTA received \$222,231 from the State of Ohio for the "Rides to Community Immunity" program. Staff have prepared a webpage to help vaccine seekers find transportation at [COVID Vaccination Transportation - Butler County RTA](#). BCRTA is offering free BGo rides to individual riders, but capacity is limited due to driver shortages. Shawn Cowan, BCRTA mobility manager, is working with local groups, healthcare, and municipalities to consolidate resources and organize group rides when possible.

We are soliciting new partners all the time. Please contact Shawn Cowan to make a connection: cowans@butlercountyrta.com

Staffing & Facility

Staffing

BCRTA is currently seeking CDL and non-CDL drivers, driver trainers, and maintenance technicians. A biweekly email digest of open positions is available. Please contact Kristin Fryer, BCRTA HR Manager (fryerk@butlercountyrta.com) if you would like to be added to the mailing list.

Healthcare

Given the potential arrival of additional pandemic assistance, management has been considering the capability of BCRTA to provide health insurance to employees consistent with ACA requirements. Information regarding potential cost projections has been compiled by staff and the Ohio Transit Health Pool. Benefit costs, employee contributions, and ten years of budgets and cash projections have been included in the May packet for the Board's consideration. Staff seeks the Board's concurrence to pursue implementing the benefit plan during the May meeting so costs may be considered in the proposed June budget amendment for a July or August program launch.

Planning

Transit Studies

City of Middletown and Middletown Transit (MTS) are presently engaged with WSP to provide a transit study evaluating some novel transit solutions and also examining existing routes and hub locations. BCRTA is also assisting. Staff expect a completed report by Q3 2021.

John Gardocki, Planning & Special Projects Manager, has prepared a revised planning scope for the BCRTA and will be releasing an RFP in summer to engage a planning consultant to prepare a system refresh and vision plan for the BCRTA.

Alternative Fuel Study

BCRTA is in the very early stages of discussing a joint engagement with Cincinnati Metro and TANK to evaluate regional needs and feasibility for future alternative fuel vehicles. SORTA was already planning to pursue the study and BCRTA was also considering a similar approach within the pending planning study. A joint contract should help defray costs and improve regional cooperation, visioning, and grant readiness.

Chestnut Street Multimodal Station

Bowen is nearing completion of Part 1 of the Chestnut Fields facility which will result in a conceptual design and completed documents for environmental clearance from FTA. BCRTA also seeks to execute a land lease with Miami University for the subject property next month.

In addition, Bowen will present the concept design to the Board and staff will seek authorization for Part II of the design process during the regular BCRTA June Board meeting.

Outreach & Communications

Video Outreach

Shawn Cowan is working with a consultant to create and release several monthly videos advertising BCRTA services and how to use them. May will feature a “How to Ride” video and June will feature a new video focused on employee recruitment.

Professional Marketing Services

An RFP for professional marketing services is currently on the street with a recommendation for award expected at the June Board meeting. This contract will assist BCRTA in creating content and placing media to advertise free fares, BGo, and employment opportunities at BCRTA.

Funding & Discretionary Grant Availability

CMAQ/STBG Call for Projects

OKI is soliciting applications for CMAQ/STBG funding in FFY 2025 and 2026. BCRTA will pursue an application for replacement of heavy-duty diesel buses that will be due in that time frame. Given the time distance to purchase, BCRTA will be pursuing an open award for battery-electric buses or hydrogen fuel cell vehicles. Grant needs for both fuels are estimated to be relatively similar.

CRRSAA & ARP

BCRTA has received regional split calculations for CRRSAA and ARP funding. BCRTA is scheduled to receive an additional \$4,299,684 from CRRSAA and \$7,712,897 from ARP. This funding is considered in the health insurance financial projections provided with the May packet.

ODOT Funding

BCRTA has not yet received allocation information for Urban Transit program funding for this state fiscal year. Allocations should be published soon.

BCRTA is also waiting for award information for the pending ITS application which should be announced by July.

TABC - Enhanced Mobility of Seniors & Individuals with Disabilities (5310)

TABC was awarded a 5310 grant to expand the Mobility Management program by OKI this month. Funding does not require local match this year due to CRRSAA.

On the Horizon ...

Code of Conduct

Operations staff are in the process of drafting a passenger code of conduct to address limited issues associated with loitering, hygiene, and courtesy. Staff expect to implement a policy before yearend.

Strategic Plan Roadblocks

Staff are anticipating some roadblocks or stoppers in some items listed on the latest strategic plan related to hiring drivers. The recent wage increase is helping but still not making BCRTA jobs competitive enough with the rest of the offerings available.

Staff will begin investigating other potential solutions including health insurance, and wage benchmarking as well as associated financial outcomes.

Upcoming Procurements >\$25,000

- a) Marketing/Advertising Support
- b) A&E Services Part II – Oxford/Chestnut Fields
- c) Moser Court Master Plan

Following the director’s report Mr. Fehr suggested taking action items in advance of the health insurance discussion in order to preserve quorum. Mr. Lawson and Mr. Landes concurred.

VII. Action Items

a. Resolution 21-05-01: Authorizing the Executive Director to Execute a Purchase of Two (2) Maintenance Service Vehicles.

Mr. Dutkevicz explained this purchase was funded by ODOT and had previously been removed from an earlier agenda because the state contract had expired. A new state contract has allowed BCRTA to execute the purchase at this time.

Mr. Watt made a motion to adopt resolution 21-05-01. Mr. Fehr seconded.

Mr. Watt inquired if this would increase the maintenance fleet to three vehicles. Mr. Dutkevicz answered that the current vehicle does not have the same capabilities and probably would be moved to sign and pole service to replace an older van acquired from GDRTA years ago.

Upon a call of the roll, the vote resulted as follows:

Mr. Bautz	YES
Ms. Chandler	YES
Mr. Fehr	YES
Mr. Foster	YES
Mr. Gordon	YES
Mr. Lawson	YES
Ms. Schmitt	ABSENT

Mr. Watt	YES
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The resolution was adopted.

b. Resolution No. 21-05-02: Authorizing the Purchase of Replacement Revenue Vehicles from the State of Ohio Term Contracts.

Mr. Morgan provided a brief explanation of the purchase and highlighted the cover memo included in the packet.

Mr. Bautz made a motion to adopt resolution 21-05-02. Ms. Chandler seconded the motion.

Mr. Watt inquired if the additional technology would continue to be relevant in light of BCRTA's fare free status. Mr. Dutkevich answered that the technology purchases did not include any legacy fare equipment. Most of the technology equipment is attributed to the new AVL system from GMV, onboard wifi, and an upgraded camera system. Mr. Morgan explained the JRV mobile ticket validator is also included so the new vehicles can be operated in BGo service as well as fixed route service.

Upon a call of the roll, the vote resulted as follows:

Mr. Bautz	YES
Ms. Chandler	YES
Mr. Fehr	YES
Mr. Foster	YES
Mr. Gordon	YES
Mr. Lawson	YES
Ms. Schmitt	ABSENT
Mr. Watt	YES

The resolution was adopted.

c. Resolution No. 21-05-03: Authorizing the Purchase of Replacement Radios and a Dispatch Console from the State of Ohio Cooperative Purchasing Program.

Mr. Morgan noted that the current radio system will soon be obsolete, and this replacement will be purchased from a state schedule contract. Other details were included in the cover memo.

Mr. Watt made a motion to adopt resolution 21-05-03. Mr. Gordon seconded the motion.

Mr. Gordon asked if the system would allow communication with external safety and law enforcement agencies. Mr. Franklin answered that the system is based off the county-operated "BRICS" system and would support connections with such agencies and mutual aid channels.

Upon a call of the roll, the vote resulted as follows:

Mr. Bautz	YES
Ms. Chandler	YES

Mr. Fehr	YES
Mr. Foster	YES
Mr. Gordon	YES
Mr. Lawson	YES
Ms. Schmitt	ABSENT
Mr. Watt	YES

The resolution was adopted.

VIII. Discussion

a. Health Insurance

Mr. Dutkevicz and Mrs. Weidner presented a series of cost estimates featuring high and low-end costs for potential health insurance. These documents are included as attachments to these minutes. Mr. Dutkevicz reiterated that these are estimates as BCRTA has no experience. The low-end estimate is based upon current staffing levels and estimates that consider ACA requirements, while the high-end health insurance cost anticipates a larger staff and more employees electing insurance. Both models include an opt-out incentive to maintain some level of equity among employees who elect and do not elect benefits. All models include additional HR staff to assist with benefits management.

Mr. Dutkevicz and Mrs. Weidner also shared associated organizational budgets and cash projections for each scenario as well. All the scenarios contemplate the addition of CARES, CRRSAA, and ARP funding. These documents are also included as attachments to these minutes. Mr. Dutkevicz noted that the low-end estimate would present an unbalanced budget beginning in 2029 that would require spending of cash reserves. Mr. Dutkevicz also reminded the board that they do not allow presentation or adoption of an unbalanced budget.

Mr. Fehr inquired if these expenses were CARES, CRRSAA, and ARP eligible. Mr. Dutkevicz confirmed that these programs do allow reimbursement of any normally allowable operating expense under that 5307 program that BCRTA normally relies on. Mr. Fehr also inquired about the percent increase in health care in each year. Mr. Dutkevicz noted that the insurance cost was blended in the budget line for fringes and the same inflation factor was applied. Mr. Fehr expressed concern that that may be too low for health coverage. Mr. Dutkevicz acknowledged the risk and added that joining the pool should help provide more stability than relying directly on the private market. Mr. Dutkevicz also noted that many numbers included in the cost estimates were very conservative and would provide some additional cushion. Mr. Dutkevicz also noted that the employee share could be increased to help offset any increase.

Mr. Lawson asked what the next step would be to move forward. Mr. Dutkevicz explained that the staff recommends moving forward to join the Health Insurance Pool. Next steps would include bringing the board an amended budget and authorizing resolution to join the pool at the June board meeting. Mr. Lawson expressed support to move forward.

Mr. Fehr noted that BCRTA’s general counsel, Mr. Landes, represents both BCRTA and the Ohio Transit Health Pool (HTPO) and that this may represent a potential conflict of interest. Mr. Watt asked if the current agreement for legal services directed the board when to seek

outside counsel. Mr. Landes indicated this decision is not included in our agreement but is guided by his ethical guidelines and rules of the Supreme Court of Ohio. Mr. Dutkevicz noted that there is no exclusivity agreement with Isaac Wiles and that the board is free to engage outside counsel.

Mr. Fehr asked what the board would be asked to sign or agree to in order to join the HTPO and asked that that document be reviewed by outside counsel. Mr. Landes indicated that BCRTA would pass an authorizing resolution to join the HTPO and then the HTPO would also vote to allow BCRTA to join. BCRTA would then be bound by the organizing documents of the HTPO.

Mr. Fehr expressed concern over the financial projections that lead to a deficit and could potentially be unsustainable. Ms. Chandler noted that retaining employees is also critical to the sustainability of BCRTA which the health insurance is intended to address.

Mr. Bautz asked about the family versus single split in the cost estimates. Mr. Bautz suggested this may also be overly conservative. Mrs. Weidner suggested the higher family projections were aimed at being able to seek mid-career professionals that may need family coverage. Mrs. Weidner noted this employee demographic is particularly small at BCRTA currently and may represent a unique hiring opportunity.

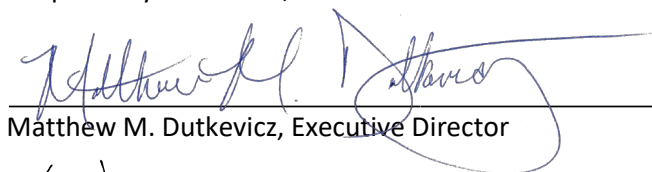
Mr. Dutkevicz remarked that BCRTA is having an exceptionally difficult time hiring employees and that this trajectory is also unsustainable, expressing that the only other solution would be to begin cutting service. Mr. Dutkevicz added that providing poor service due to shortages or cutting service would be likely to result in losing qualified and experienced staff to better and more challenging opportunities with benefits.

Mr. Lawson expressed that there appeared to majority support for moving forward and directed staff to bring the necessary actions to the June meeting.

IX. Adjourn

Mr. Foster moved to adjourn and Mr. Bautz seconded. The motion carried. The meeting was adjourned at 9:39 AM.

Respectfully submitted,


Matthew M. Dutkevicz, Executive Director



Approved

BCRTA Monthly PEPM Projections for Health Insurance for

\$750/\$2,000

	<u>Rates</u>	<u>Census</u>	<u>2021 Monthly Cost</u>	
<u>Premium Expenses</u>			<u>2021 Monthly Cost</u>	<u>2021 Annualized</u>
Premium - \$6,550/\$13,100 deductible	\$ 400.00	40	\$16,000.00	\$192,000.00
Health Savings Deposits				
Employee Only	\$ 187.50	15	\$2,812.50	\$33,750.00
Family	\$ 333.33	25	\$8,333.25	\$99,999.00
Life Insurance \$15,000	\$ 4.20	0	\$0.00	\$0.00
Life Insurance \$25,000	\$7.00	61	\$427.00	\$5,124.00
Short Term disability				
Employee Only	\$ 44.79	61	\$2,732.19	\$32,786.28
Optical Benefits				
Employee Only	\$ 6.88	17	\$116.96	\$1,403.52
Family	\$ 20.24	28	\$566.72	\$6,800.64
Dental Insurance				
Employee Only	\$ 29.16	17	\$495.72	\$5,948.64
Family	\$ 95.47	28	\$2,673.16	\$32,077.92
TOTAL ESTIMATED Premiums			\$34,157.50	\$409,890.00
<u>Pool Expenses</u>			<u>2021 Monthly Cost</u>	<u>2021 Annualized</u>
Pool Admin including brokerage			800.00	9,600.00
TOTAL PROFESSIONAL SERVICES			800.00	9,600.00
<u>Loss Funding Expenditure:</u>			<u>2021 Monthly Cost</u>	<u>2021 Annualized</u>
Claims Payments & Reserves Shared claims 3,550 & 7,100 (xs \$3,000/\$6,000)	\$ 550.00	40	\$22,000.00	\$264,000.00
<u>Employee Contributions</u>				
Short Term Disability Employee Contribution	\$ (5.00)	61	\$ (305)	\$ (3,660)
Health Employee Contribution				
Employee Only	\$ (40.00)	15	\$ (600)	\$ (7,200)
Family	\$ (80.00)	25	\$ (2,000)	\$ (24,000)
Optical Employee Contribution				
Employee Only	\$ (5.00)	17	\$ (85)	\$ (1,020)
Family	\$ (10.00)	28	\$ (280)	\$ (3,360)
Dental Employee Contribution				
Employee Only	\$ (5.00)	17	\$ (85)	\$ (1,020)
Family	\$ (10.00)	28	\$ (280)	\$ (3,360)
Opt Out Incentive	\$ 187.50	21	\$ 3,938	\$ 47,250
BCRTA Benefits Staff	\$ 6,406.18	1	\$ 6,406	\$ 76,874
TOTALS			\$63,666.18	\$767,654.20

BCRTA Monthly PEPM Projections for Health Insurance for

\$750/\$2,000

	<u>Rates</u>	<u>Census</u>	<u>2021 Monthly Cost</u>	
<u>Premium Expenses</u>			<u>2021 Monthly Cost</u>	<u>2021 Annualized</u>
Premium - \$6,550/\$13,100 deductible	\$ 440.00	65	\$28,600.00	\$343,200.00
Health Savings Deposits				
Employee Only	\$ 187.50	20	\$3,750.00	\$45,000.00
Family	\$ 333.33	45	\$14,999.85	\$179,998.20
Life Insurance \$15,000	\$ 4.20	0	\$0.00	\$0.00
Life Insurance \$25,000	\$7.00	98	\$686.00	\$8,232.00
Short Term disability				
Employee Only	\$ 44.79	98	\$4,389.42	\$52,673.04
Optical Benefits				
Employee Only	\$ 6.88	25	\$172.00	\$2,064.00
Family	\$ 20.24	50	\$1,012.00	\$12,144.00
Dental Insurance				
Employee Only	\$ 29.16	25	\$729.00	\$8,748.00
Family	\$ 95.47	50	\$4,773.50	\$57,282.00
TOTAL ESTIMATED Premiums			\$59,111.77	\$709,341.24
<u>Pool Expenses</u>			<u>2021 Monthly Cost</u>	<u>2021 Annualized</u>
Pool Admin including brokerage			800.00	9,600.00
TOTAL PROFESSIONAL SERVICES			800.00	9,600.00
<u>Loss Funding Expenditure:</u>			<u>2021 Monthly Cost</u>	<u>2021 Annualized</u>
Claims Payments & Reserves Shared claims 3,550 & 7,100 (xs \$3,000/\$6,000)	\$ 550.00	65	\$35,750.00	\$429,000.00
Employee Contributions				
Short Term Disability Employee Contribution	\$ (5.00)	98	\$ (490)	\$ (5,880)
Health Employee Contribution				
Employee Only	\$ (40.00)	20	\$ (800)	\$ (9,600)
Family	\$ (80.00)	45	\$ (3,600)	\$ (43,200)
Optical Employee Contribution				
Employee Only	\$ (5.00)	25	\$ (125)	\$ (1,500)
Family	\$ (10.00)	50	\$ (500)	\$ (6,000)
Dental Employee Contribution				
Employee Only	\$ (5.00)	25	\$ (125)	\$ (1,500)
Family	\$ (10.00)	50	\$ (500)	\$ (6,000)
Opt Out Incentive	\$ 187.50	33	\$ 6,188	\$ 74,250
BCRTA Benefits Staff	\$ 6,406.18	1	\$ 6,406	\$ 76,874
TOTALS			\$102,115.45	\$1,231,265.44

**BUTLER COUNTY RTA
2021 Final Budget**

Employee Fringes **767,654**

Operating Expenses **-**

BCRTA OPERATING/HOUR 2020: \$ 77.66

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Cash Flow										
Beginning Cash and Investments Balance	\$ 2,850,751	\$ 3,856,578	\$ 3,869,219	\$ 4,925,042	\$ 5,234,063	\$ 5,622,174	\$ 6,053,645	\$ 6,530,326	\$ 5,700,075	\$ 4,857,785
Operating Revenues										
Passenger Fares & Contracts	208,590	212,762	217,017	221,357	225,785	230,300	234,906	239,604	244,396	249,284
Partnership Agreements	1,887,000	1,924,740	1,963,235	2,002,499	2,042,549	2,083,400	2,125,068	2,167,570	2,210,921	2,255,140
Transit Dev. Fund & Other Local	2,038,760	2,079,535	2,121,126	2,163,548	2,206,819	2,250,956	2,295,975	2,341,894	2,388,732	2,436,507
Sale of Services & Misc.	279,766	285,361	291,068	296,889	302,827	308,884	315,062	321,363	327,790	334,346
Tax Revenues	-	-	-	-	-	-	-	-	-	-
Federal & State Assistance	3,671,500	3,713,722	3,805,004	3,898,962	3,995,691	4,095,293	4,197,871	2,212,754	2,260,400	2,310,139
Capital Grants Funds										
Federal - FTA	990,803	9,884,591	185,000	3,331,800	3,181,800	3,181,800	3,181,800	235,001	235,002	235,002
State - ODOT	-	-	-	-	-	-	-	-	-	-
Other Local (Non-BCRTA)	180,000	1,420,000	-	-	-	-	-	-	-	-
Other Funds Received										
Interest Income	-	-	-	-	-	-	-	-	-	-
Total Funds Received	\$ 9,256,419	\$ 19,520,711	\$ 8,582,450	\$ 11,915,056	\$ 11,955,472	\$ 12,150,633	\$ 12,350,683	\$ 7,518,186	\$ 7,667,242	\$ 7,820,419
Total Funds Available	\$ 12,107,170	\$ 23,377,289	\$ 12,451,669	\$ 16,840,098	\$ 17,189,535	\$ 17,772,808	\$ 18,404,327	\$ 14,048,512	\$ 13,367,317	\$ 12,678,203
Operating Expenses										
Wages & Fringes	\$ (5,274,096)	\$ (5,379,578)	\$ (5,487,169)	\$ (5,596,913)	\$ (5,708,851)	\$ (5,823,028)	\$ (5,939,489)	\$ (6,058,278)	\$ (6,179,444)	\$ (6,303,033)
Material & Supplies	(722,114)	(736,556)	(751,288)	(766,313)	(781,640)	(797,272)	(813,218)	(829,482)	(846,072)	(862,993)
Contract Services	(587,214)	(598,958)	(610,937)	(623,156)	(635,619)	(648,332)	(661,298)	(674,524)	(688,015)	(701,775)
Purchased Transportation	-	-	-	-	-	-	-	-	-	-
Other Expenses	(428,665)	(437,239)	(445,983)	(454,903)	(464,001)	(473,281)	(482,747)	(492,402)	(502,250)	(512,295)
Capital Improvements										
Revenue Vehicles & Equipment	-	-	-	(3,683,500)	(3,683,500)	(3,683,500)	(3,683,500)	-	-	-
Transit Hubs & Facility Improvements	(1,026,003)	(12,023,239)	(18,750)	(268,750)	(81,250)	(81,250)	(81,250)	(81,251)	(81,252)	(81,253)
Equipment & Amenities	(212,500)	(332,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)
Total Funds Disbursed	\$ (8,250,592)	\$ (19,508,070)	\$ (7,526,628)	\$ (11,606,035)	\$ (11,567,361)	\$ (11,719,163)	\$ (11,874,001)	\$ (8,348,437)	\$ (8,509,532)	\$ (8,673,849)
Ending Cash and Investments Balance	3,856,578	3,869,219	4,925,042	5,234,063	5,622,174	6,053,645	6,530,326	5,700,075	4,857,785	4,004,355

BUTLER COUNTY RTA

2021 Final Budget

Revenues & Expenses

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Passenger Fares	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182	\$ 82,806	\$ 84,462	\$ 86,151	\$ 87,874	\$ 89,632	\$ 91,425
Contract Revenues	132,090	134,732	137,426	140,175	142,978	145,838	148,755	151,730	154,764	157,860
Partnership Transit Revenues	1,887,000	1,924,740	1,963,235	2,002,499	2,042,549	2,083,400	2,125,068	2,167,570	2,210,921	2,255,140
Sale of Services	250,186	255,189	260,293	265,499	270,809	276,225	281,790	287,385	293,132	298,995
Transit Development Program	2,000,000	2,040,000	2,080,800	2,122,416	2,164,864	2,208,162	2,252,325	2,297,371	2,343,319	2,390,185
Park-n-Ride Program	-	-	-	-	-	-	-	-	-	-
State Operating Funds	319,059	325,440	331,949	338,588	345,360	352,267	359,312	366,499	373,829	381,305
Agency Operating Funds	38,760	39,535	40,326	41,132	41,955	42,794	43,650	44,523	45,414	46,322
Local Tax/Other Receipts	-	-	-	-	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-	-	-	-	-
Other Revenues	29,580	30,172	30,775	31,391	32,018	32,659	33,312	33,978	34,658	35,351
Federal Funds										
5307 Operating	-	-	-	-	-	2,875,436	3,000,765	970,000	970,000	970,000
CARES, CRRSAA, ARP	2,664,594	2,717,886	2,772,243	2,827,688	2,884,242	66,491	-	-	-	-
5307 Preventive Maintenance	539,912	566,908	595,253	625,016	656,267	689,080	723,534	759,711	797,696	837,581
5339 Preventive Maintenance	-	-	-	-	-	-	-	-	-	-
Transferred Preventive Maintenance	-	-	-	-	-	-	-	-	-	-
5307 ADA	101,459	103,489	105,558	107,670	109,823	112,019	114,260	116,545	118,876	121,253
5310 Operating & MM	46,476	-	-	-	-	-	-	-	-	-
Other Federal	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 8,085,616	\$ 8,216,120	\$ 8,397,450	\$ 8,583,256	\$ 8,773,672	\$ 8,968,833	\$ 9,168,883	\$ 7,283,185	\$ 7,432,240	\$ 7,585,416
Wages	\$ 3,364,659	\$ 3,431,952	\$ 3,500,591	\$ 3,570,603	\$ 3,642,015	\$ 3,714,855	\$ 3,789,152	\$ 3,864,935	\$ 3,942,234	\$ 4,021,079
Fringes	1,909,437	1,947,626	1,986,578	2,026,310	2,066,836	2,108,173	2,150,336	2,193,343	2,237,210	2,281,954
Services	722,114	736,556	751,288	766,313	781,640	797,272	813,218	829,482	846,072	862,993
Materials & Supplies	587,214	598,958	610,937	623,156	635,619	648,332	661,298	674,524	688,015	701,775
Utilities	124,950	127,449	129,998	132,598	135,250	137,955	140,714	143,528	146,399	149,327
Insurance (Liability)	241,087	245,909	250,827	255,844	260,961	266,180	271,503	276,933	282,472	288,122
Taxes & Fees	-	-	-	-	-	-	-	-	-	-
Purchased Transportation	-	-	-	-	-	-	-	-	-	-
Misc. Items	62,628	63,881	65,158	66,461	67,791	69,146	70,529	71,940	73,379	74,846
Leases & Rentals	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 7,012,089	\$ 7,152,331	\$ 7,295,378	\$ 7,441,285	\$ 7,590,111	\$ 7,741,913	\$ 7,896,751	\$ 8,054,686	\$ 8,215,780	\$ 8,380,096
Total Revenues	\$ 8,085,616	\$ 8,216,120	\$ 8,397,450	\$ 8,583,256	\$ 8,773,672	\$ 8,968,833	\$ 9,168,883	\$ 7,283,185	\$ 7,432,240	\$ 7,585,416
Total Expenses	7,012,089	7,152,331	7,295,378	7,441,285	7,590,111	7,741,913	7,896,751	8,054,686	8,215,780	8,380,096
Gain / Loss Before Local Capital Charge	\$1,073,527	\$1,063,789	\$1,102,072	\$1,141,971	\$1,183,561	\$1,226,920	\$1,272,131	(\$771,501)	(\$783,540)	(\$794,680)
Local Capital Charge (Depr.)	(330,480)	(337,090)	(343,831)	(350,708)	(357,722)	(364,877)	(372,174)	(379,618)	(387,210)	(394,954)
Gain / Loss After Local Capital Charge	\$743,047	\$726,700	\$758,241	\$791,263	\$825,839	\$862,044	\$899,957	(\$1,151,119)	(\$1,170,750)	(\$1,189,634)

BUTLER COUNTY RTA
2021 Final Budget

Employee Fringes 1,231,265

Operating Expenses -

BCRTA OPERATING/HOUR 2020: \$ 77.66

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Cash Flow										
Beginning Cash and Investments Balance	\$ 2,563,312	\$ 3,275,951	\$ 2,989,541	\$ 3,740,331	\$ 3,738,219	\$ 3,808,974	\$ 3,916,742	\$ 4,063,246	\$ 2,689,801	\$ 1,293,452
Operating Revenues										
Passenger Fares & Contracts	208,590	212,762	217,017	221,357	225,785	230,300	234,906	239,604	244,396	249,284
Partnership Agreements	1,887,000	1,924,740	1,963,235	2,002,499	2,042,549	2,083,400	2,125,068	2,167,570	2,210,921	2,255,140
Transit Dev. Fund & Other Local	2,038,760	2,079,535	2,121,126	2,163,548	2,206,819	2,250,956	2,295,975	2,341,894	2,388,732	2,436,507
Sale of Services & Misc.	279,766	285,361	291,068	296,889	302,827	308,884	315,062	321,363	327,790	334,346
Tax Revenues	-	-	-	-	-	-	-	-	-	-
Federal & State Assistance	3,851,196	3,897,012	3,991,959	4,089,656	4,190,200	4,293,692	4,400,238	2,212,754	2,260,400	2,310,139
Capital Grants Funds										
Federal - FTA	990,803	9,884,591	185,000	3,331,800	3,181,800	3,181,800	3,181,800	235,001	235,002	235,002
State - ODOT	-	-	-	-	-	-	-	-	-	-
Other Local (Non-BCRTA)	180,000	1,420,000	-	-	-	-	-	-	-	-
Other Funds Received										
Interest Income	-	-	-	-	-	-	-	-	-	-
Total Funds Received	\$ 9,436,115	\$ 19,704,001	\$ 8,769,405	\$ 12,105,751	\$ 12,149,980	\$ 12,349,032	\$ 12,553,049	\$ 7,518,186	\$ 7,667,242	\$ 7,820,419
Total Funds Available	\$ 11,999,427	\$ 22,979,952	\$ 11,758,946	\$ 15,846,082	\$ 15,888,199	\$ 16,158,006	\$ 16,469,791	\$ 11,581,432	\$ 10,357,043	\$ 9,113,871
Operating Expenses										
Wages & Fringes	\$ (5,746,979)	\$ (5,861,919)	\$ (5,979,157)	\$ (6,098,740)	\$ (6,220,715)	\$ (6,345,130)	\$ (6,472,032)	\$ (6,601,473)	\$ (6,733,502)	\$ (6,868,172)
Material & Supplies	(722,114)	(736,556)	(751,288)	(766,313)	(781,640)	(797,272)	(813,218)	(829,482)	(846,072)	(862,993)
Contract Services	(587,214)	(598,958)	(610,937)	(623,156)	(635,619)	(648,332)	(661,298)	(674,524)	(688,015)	(701,775)
Purchased Transportation	-	-	-	-	-	-	-	-	-	-
Other Expenses	(428,665)	(437,239)	(445,983)	(454,903)	(464,001)	(473,281)	(482,747)	(492,402)	(502,250)	(512,295)
Capital Improvements										
Revenue Vehicles & Equipment	-	-	-	(3,683,500)	(3,683,500)	(3,683,500)	(3,683,500)	-	-	-
Transit Hubs & Facility Improvements	(1,026,003)	(12,023,239)	(18,750)	(268,750)	(81,250)	(81,250)	(81,250)	(81,251)	(81,252)	(81,253)
Equipment & Amenities	(212,500)	(332,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)	(212,500)
Total Funds Disbursed	\$ (8,723,476)	\$ (19,990,411)	\$ (8,018,616)	\$ (12,107,863)	\$ (12,079,225)	\$ (12,241,265)	\$ (12,406,545)	\$ (8,891,632)	\$ (9,063,590)	\$ (9,238,988)
Ending Cash and Investments Balance	3,275,951	2,989,541	3,740,331	3,738,219	3,808,974	3,916,742	4,063,246	2,689,801	1,293,452	(125,117)

BUTLER COUNTY RTA

2021 Final Budget

Revenues & Expenses

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Passenger Fares	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182	\$ 82,806	\$ 84,462	\$ 86,151	\$ 87,874	\$ 89,632	\$ 91,425
Contract Revenues	132,090	134,732	137,426	140,175	142,978	145,838	148,755	151,730	154,764	157,860
Partnership Transit Revenues	1,887,000	1,924,740	1,963,235	2,002,499	2,042,549	2,083,400	2,125,068	2,167,570	2,210,921	2,255,140
Sale of Services	250,186	255,189	260,293	265,499	270,809	276,225	281,790	287,385	293,132	298,995
Transit Development Program	2,000,000	2,040,000	2,080,800	2,122,416	2,164,864	2,208,162	2,252,325	2,297,371	2,343,319	2,390,185
Park-n-Ride Program	-	-	-	-	-	-	-	-	-	-
State Operating Funds	319,059	325,440	331,949	338,588	345,360	352,267	359,312	366,499	373,829	381,305
Agency Operating Funds	38,760	39,535	40,326	41,132	41,955	42,794	43,650	44,523	45,414	46,322
Local Tax/Other Receipts	-	-	-	-	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-	-	-	-	-
Other Revenues	29,580	30,172	30,775	31,391	32,018	32,659	33,312	33,978	34,658	35,351
Federal Funds										
5307 Operating	-	-	-	-	1,044,825	3,140,326	3,203,132	970,000	970,000	970,000
CARES, CRRSAA, ARP	2,844,290	2,901,175	2,959,199	3,018,383	2,033,925	-	-	-	-	-
5307 Preventive Maintenance	539,912	566,908	595,253	625,016	656,267	689,080	723,534	759,711	797,696	837,581
5339 Preventive Maintenance	-	-	-	-	-	-	-	-	-	-
Transferred Preventive Maintenance	-	-	-	-	-	-	-	-	-	-
5307 ADA	101,459	103,489	105,558	107,670	109,823	112,019	114,260	116,545	118,876	121,253
5310 Operating & MM	46,476	-	-	-	-	-	-	-	-	-
Other Federal	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 8,265,312	\$ 8,399,410	\$ 8,584,405	\$ 8,773,951	\$ 8,968,180	\$ 9,167,232	\$ 9,371,249	\$ 7,283,185	\$ 7,432,240	\$ 7,585,416
Wages	\$ 3,364,659	\$ 3,431,952	\$ 3,500,591	\$ 3,570,603	\$ 3,642,015	\$ 3,714,855	\$ 3,789,152	\$ 3,864,935	\$ 3,942,234	\$ 4,021,079
Fringes	2,382,321	2,429,967	2,478,566	2,528,138	2,578,700	2,630,274	2,682,880	2,736,538	2,791,268	2,847,094
Services	722,114	736,556	751,288	766,313	781,640	797,272	813,218	829,482	846,072	862,993
Materials & Supplies	587,214	598,958	610,937	623,156	635,619	648,332	661,298	674,524	688,015	701,775
Utilities	124,950	127,449	129,998	132,598	135,250	137,955	140,714	143,528	146,399	149,327
Insurance (Liability)	241,087	245,909	250,827	255,844	260,961	266,180	271,503	276,933	282,472	288,122
Taxes & Fees	-	-	-	-	-	-	-	-	-	-
Purchased Transportation	-	-	-	-	-	-	-	-	-	-
Misc. Items	62,628	63,881	65,158	66,461	67,791	69,146	70,529	71,940	73,379	74,846
Leases & Rentals	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 7,484,973	\$ 7,634,672	\$ 7,787,366	\$ 7,943,113	\$ 8,101,975	\$ 8,264,015	\$ 8,429,295	\$ 8,597,881	\$ 8,769,838	\$ 8,945,235
Total Revenues	\$ 8,265,312	\$ 8,399,410	\$ 8,584,405	\$ 8,773,951	\$ 8,968,180	\$ 9,167,232	\$ 9,371,249	\$ 7,283,185	\$ 7,432,240	\$ 7,585,416
Total Expenses	7,484,973	7,634,672	7,787,366	7,943,113	8,101,975	8,264,015	8,429,295	8,597,881	8,769,838	8,945,235
Gain / Loss Before Local Capital Charge	\$780,339	\$764,738	\$797,040	\$830,838	\$866,205	\$903,217	\$941,954	(\$1,314,695)	(\$1,337,598)	(\$1,359,819)
Local Capital Charge (Depr.)	(330,480)	(337,090)	(343,831)	(350,708)	(357,722)	(364,877)	(372,174)	(379,618)	(387,210)	(394,954)
Gain / Loss After Local Capital Charge	\$449,859	\$427,648	\$453,208	\$480,130	\$508,483	\$538,341	\$569,780	(\$1,694,313)	(\$1,724,808)	(\$1,754,773)

BCRTA
Income Statement
April 2021

	Current Month Budget	Current Month Actual	Change	Last Year Current Month
Revenues				
Passenger Fares	6,250.00	(14,939.35)	(21,189.35)	3,010.34
Contract Service	10,791.66	11,282.49	490.83	9,325.42
Other Transit Rev.	154,166.67	176,074.89	21,908.22	134,046.37
Mgt./Cons. Services	20,440.00	20,440.00	-	20,440.00
Maintenance Services	-	-	-	-
Rentals	-	-	-	-
Interest & Other	2,416.66	660.16	(1,756.50)	22,790.88
Local Funding	184,166.67	246,068.64	61,901.97	154,153.64
State Funding	25,747.42	24,490.43	(1,256.99)	72,000.00
Federal Funding	267,281.34	235,743.00	(31,538.34)	209,349.00
In-Kind Items	-	-	-	-
Total Revenues	671,260.42	699,820.26	28,559.84	625,115.65
Expenses				
Wages	274,890.38	267,260.49	(7,629.89)	202,599.43
Fringes	85,276.43	74,736.66	(10,539.77)	83,720.75
Services	49,766.67	41,521.93	(8,244.74)	40,542.66
Materials & Supplies	47,975.00	51,986.08	4,011.08	30,220.64
Utilities	10,208.34	6,073.45	(4,134.89)	5,068.49
Insurance	19,696.67	20,251.66	554.99	17,582.43
Taxes	-	-	-	-
Purchased Transportation	56,000.00	51,987.10	(4,012.90)	43,209.16
Misc. Items	9,283.35	6,168.03	(3,115.32)	5,831.52
Leases & Rentals	-	-	-	-
Total Expenses	553,096.84	519,985.40	(33,111.44)	428,775.08
Gain / (Loss)	118,163.58	179,834.86	61,671.28	196,340.57
Local Share Depreciation		<u>25,957.84</u>		
Gain / (Loss) with Local Depr.		153,877.03		

BCRTA
Income Statement
April 2021

	Year to Date Budget	Year to Date Actual	Change	Year to Date Last Year
Revenues				
Passenger Fares	25,000.00	32,058.85	7,058.85	40,721.25
Contract Service	43,166.69	42,731.44	(435.25)	54,705.84
Other Transit Rev.	616,666.68	651,540.07	34,873.39	451,142.49
Mgt./Cons. Services	81,760.00	81,760.00	-	51,100.00
Maintenance Services	-	-	-	-
Rentals	-	-	-	-
Interest & Other	9,666.64	249,383.34	239,716.70	30,140.89
Local Funding	624,666.68	752,609.64	127,942.96	717,013.05
State Funding	106,823.68	102,442.84	(4,380.84)	291,611.00
Federal Funding	1,069,125.36	637,369.00	(431,756.36)	637,514.00
In-Kind Items	-	-	-	-
Total Revenues	2,576,875.73	2,549,895.18	(26,980.55)	2,273,948.52
Expenses				
Wages	1,099,561.52	993,325.01	(106,236.51)	964,574.51
Fringes	341,105.71	266,846.23	(74,259.48)	306,518.08
Services	199,066.68	163,962.01	(35,104.67)	175,131.26
Materials & Supplies	191,900.00	191,873.46	(26.54)	156,774.84
Utilities	40,833.36	31,705.05	(9,128.31)	27,548.35
Insurance	78,786.68	73,464.19	(5,322.49)	63,264.50
Taxes	-	-	-	-
Purchased Transportation	112,000.00	103,974.20	(8,025.80)	172,836.64
Misc. Items	37,133.40	60,791.85	23,658.45	40,336.45
Leases & Rentals	-	-	-	-
Total Expenses	2,100,387.35	1,885,942.00	(214,445.35)	1,906,984.63
Gain / (Loss)	476,488.38	663,953.18	187,464.80	366,963.89
Local Share Depreciation		103,831.34		
Gain / (Loss) with Local Depr.		560,121.84		

Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Checking - PNC (National City)						
4/1/21			Beginning Balance			427,475.51
4/1/21	0044041302	CRJ	Ohio Department of Tranportati	308,969.00		
4/1/21	3/15/-31/21	CRJ	Farebox Receipts	2,732.60		
4/1/21	DRAW 17,18,19	CRJ	Federal Transit Administration	110,259.00		
4/1/21	AT-5/13/2021	CDJ	Paycom		986.74	
4/2/21	PRWE 03/26/21	GENJ	1430		407.46	
4/2/21	PRWE 03/26/21	GENJ	1431		23.08	
4/2/21	PRWE 03/26/21	GENJ	1429		361.55	
4/2/21	PRWE 03/26/21	GENJ			99,156.51	
4/2/21	PRWE 03/26/21	GENJ			17,744.62	
4/2/21	AT-04/02/21	CDJ	Paycom		1,028.96	
4/6/21	AT 04/06/2021	CDJ	SuperFleet Mastercard Program		32,433.23	
4/9/21	9718	CDJ	Affordable Pest Control Inc.		50.00	
4/9/21	9719	CDJ	Alpine Valley Water		23.85	
4/9/21	9720	CDJ	BCRTA Petty Cash		459.38	
4/9/21	9721	CDJ	Bethesda Healthcare Inc.		192.70	
4/9/21	9722	CDJ	Biometric Information Manageme		800.00	
4/9/21	9723	CDJ	Cummins Bridgeway LLC		3,585.72	
4/9/21	9724	CDJ	City of Middletown Treasury Di		216.45	
4/9/21	9725	CDJ	Cornett's Pressure Cleaning		931.00	
4/9/21	9726	CDJ	CenterGrid, LLC		346.61	
4/9/21	9727	CDJ	Diesel Injection Service Co. I		2,653.01	
4/9/21	9728	CDJ	Fuller Ford		793.39	
4/9/21	9729	CDJ	Gillig		1,844.23	
4/9/21	9730	CDJ	GemCity Tires, Inc		272.00	
4/9/21	9731	CDJ	Genfare		1,157.08	
4/9/21	9732	CDJ	IdentiSys Inc		199.19	
4/9/21	9733	CDJ	KOI Enterprises, Inc.		3,839.05	
4/9/21	9734	CDJ	Myers Equipment Corporation		427.48	
4/9/21	9735	CDJ	Ohio Hydraulics Inc.		86.16	
4/9/21	9736	CDJ	PERS		61,637.95	
4/9/21	9737	CDJ	Port Technology LLC		4,499.12	
4/9/21	9738	CDJ	RICOH USA, INC		21.58	
4/9/21	9739	CDJ	Treasurer State of Ohio		283.50	
4/9/21	9740	CDJ	Verizon Wireless		2,305.66	
4/9/21	9741	CDJ	Woodhull		185.66	
4/9/21	04/09/2021	CRJ	BCRTA Items		200,000.00	
4/12/21	0044075927	CRJ	Ohio Dept of Medicaid	1,565.00		
4/12/21	0044103279	CRJ	Ohio Department of Taxation	4,179.10		
4/12/21	cash ns fee	CRJ	Farebox Receipts	5.00		
4/12/21	01080162	CRJ	Butler County EMA	115.19		
4/14/21	01080379	CRJ	Butler County Veterans Service	4,633.20		
4/14/21	0044169745	CRJ	Ohio Department of Taxation	9,551.25		
4/14/21	0044160368	CRJ	BCRTA Items	598.34		
4/14/21	ACH-4-14-21	CDJ	Paycom		1,012.13	
4/14/21	9742	CDJ	Bethesda Healthcare Inc.		1,041.00	
4/14/21	9743	CDJ	Cincinnati Bell Any Distance		1,629.42	

4/14/21	9744	CDJ	Cintas Corporation	803.50
4/14/21	9745	CDJ	Cornett's Pressure Cleaning	789.00
4/14/21	9746	CDJ	Double Map	2,575.00
4/14/21	9747	CDJ	Fastenal Company	7.02
4/14/21	9748	CDJ	Gillig	1,920.71
4/14/21	9749	CDJ	Luxurious Wraps, LLC	1,200.00
4/14/21	9750	CDJ	Mobilcomm	180.00
4/14/21	9751	CDJ	Ohio Deferred Compensation	642.00
4/14/21	9752	CDJ	Office Depot Inc.	60.70
4/14/21	9753	CDJ	Rumpke Of Ohio Inc.	240.50
4/14/21	9754	CDJ	Talawanda School District	11,891.74
4/14/21	AT-04/14/2021	CDJ	BCRTA PNC Card Purchases	11,137.45
4/15/21	PRWE 04/09/21	GENJ	1432	433.37
4/15/21	PRWE 04/09/21	GENJ		97,188.32
4/15/21	PRWE 04/09/21	GENJ	1433	338.67
4/15/21	PRWE 04/09/21	GENJ		17,071.53
4/15/21	PRWE 04/09/21	GENJ	1434	23.08
4/21/21	9755	CDJ	American Red Cross	64.00
4/21/21	9756	CDJ	City of Hamilton - Utilities	3,359.29
4/21/21	9757	CDJ	Cornett's Pressure Cleaning	805.00
4/21/21	9758	CDJ	Isaac Wiles Burkholder & Teeto	1,758.50
4/21/21	9759	CDJ	Karen Buelter	250.00
4/21/21	9760	CDJ	Millennium Business Systems,LL	324.85
4/21/21	9761	CDJ	Ohio Newspapers, Inc.	20.35
4/21/21	1761	CRJ	Boys & Girls Club WC	410.00
4/28/21	038308	CRJ	SELF	5.00
4/28/21	01080920	CRJ	Butler County Veterans Service	5,113.10
4/28/21	01080919	CRJ	BCDD Master Billing	485.64
4/28/21	01080919	CRJ	Butler County CDBG	25,000.00
4/28/21	9762	CDJ	Cincinnati Bell	147.01
4/28/21	9763	CDJ	CDW Government Inc.	1,265.82
4/28/21	9764	CDJ	City of Middletown Treasury Di	246.60
4/28/21	9765	CDJ	Cornett's Pressure Cleaning	826.00
4/28/21	9766	CDJ	Endeavor Business Media LLC	99.00
4/28/21	9767	CDJ	Fuller Ford	233.27
4/28/21	9768	CDJ	Franks Glass	1,860.04
4/28/21	9769	CDJ	Heritage-Crystal Clean LLC	313.67
4/28/21	9770	CDJ	Tristate Cleaning	400.00
4/28/21	9771	CDJ	VANGUARD CLEANING SYSTEMS OF C	825.00
4/28/21	9772	CDJ	Verizon Wireless	137.98
4/28/21	201238	CRJ	Easter Seals TriState	150.00
4/29/21	PRWE 04/23/21	GENJ	1437	23.08
4/29/21	PRWE 04/23/21	GENJ	1436	401.82
4/29/21	PRWE 04/23/21	GENJ		18,714.23
4/29/21	PRWE 04/23/21	GENJ	1435	106.95
4/29/21	PRWE 04/23/21	GENJ		103,154.12
4/29/21	DRAW 20-23	CRJ	Federal Transit Administration	166,894.00
4/29/21	AT 4/29/21	CDJ	Paycom	986.18
4/30/21	04/30/21	GENJ	Service Charge	3.00

			Current Period Change	640,665.42	725,463.82	-84,798.40
4/30/21			Ending Balance			342,677.11
Savings - PNC (National City)						
4/1/21			Beginning Balance			18,651.61
4/5/21	ACH040521	CRJ	BCRTA Items	84.41		
4/28/21	cash	CRJ	BCRTA Items	40.00		
4/30/21	04/30/21	GENJ	Interest Income	0.16		
4/30/21	04/30/21	GENJ	Service Charge		3.50	
4/30/21	CC 04/30/21	CRJ	Farebox Receipts	2,517.07		
			Current Period Change	2,641.64	3.50	2,638.14
4/30/21			Ending Balance			21,289.75
Savings - PNC Bank						
4/1/21			Beginning Balance			2,914,387.20
4/9/21	04/09/2021	CRJ	BCRTA Items - to Saving	200,000.00		
4/30/21	04/30/21	GENJ	Interest Income	25.16		
			Current Period Change	200,025.16		200,025.16
4/30/21			Ending Balance			3,114,412.36

**BCRTA
Balance Sheet
April 2021**

Assets

Current Assets		*Other Assets		
Checking - PNC	342,677.11	Net Pension Asset	31,779.00	
Savings - PNC	21,289.75	Deferred Outflows-Pensions	871,284.00	
Savings - PNC	3,114,412.36	Deferred Outflows-OPEB	573,460.00	
Bid Deposit	-			
M&S Inventory	35,995.34	Property & Equipment		
Petty Cash	1,000.00	Vehicles	12,173,487.01	
Accounts Receivable	1,203,953.83	Buildings & Land	2,724,804.53	
Prepays	98,344.56	Furniture & Equipment	1,095,030.98	
		Amenities & Misc.	69,631.89	
		WIP-Technology Upgrade	65,000.00	
		WIP-Chestnut Fields	17,836.48	
		Accum. Depr.	(7,523,027.11)	
	<u>4,817,672.95</u>		<u>10,099,286.78</u>	Total Assets
				<u>14,916,959.73</u>

Liabilities & Equity

Current Liabilities		*Long-term Liabilities		
Accounts Payable	162,274.03	Net Pension Liability	3,955,112.00	
Payroll Payables	79,677.26	Net OPEB Liability	2,816,803.00	
Other Payables	-	Deferred Inflows-Pensions	853,338.00	
Accrued PTO	115,289.82	Deferred Inflows-OPEB	413,645.00	
Reserve ACA Fines	147,232.51			
FTA Vehicle Funds	68,131.00	Equity		
Future Match Funds	15,291.66	Balance Equity	2,861,645.23	
Unearned Tickets	27,343.00	Federal & State Capital	13,808,080.00	
		Local Capital	89,410.00	
		Retained Earnings	(11,160,295.96)	
		Net Income	663,983.18	Total Liabilities
	<u>615,239.28</u>		<u>14,301,720.45</u>	and Capital
				<u>14,916,959.73</u>

*For fiscal year 2018, Bcrta adopted GASB Statement 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions," which significantly revises accounting for costs and liabilities related to other postemployment benefits (OPEB).

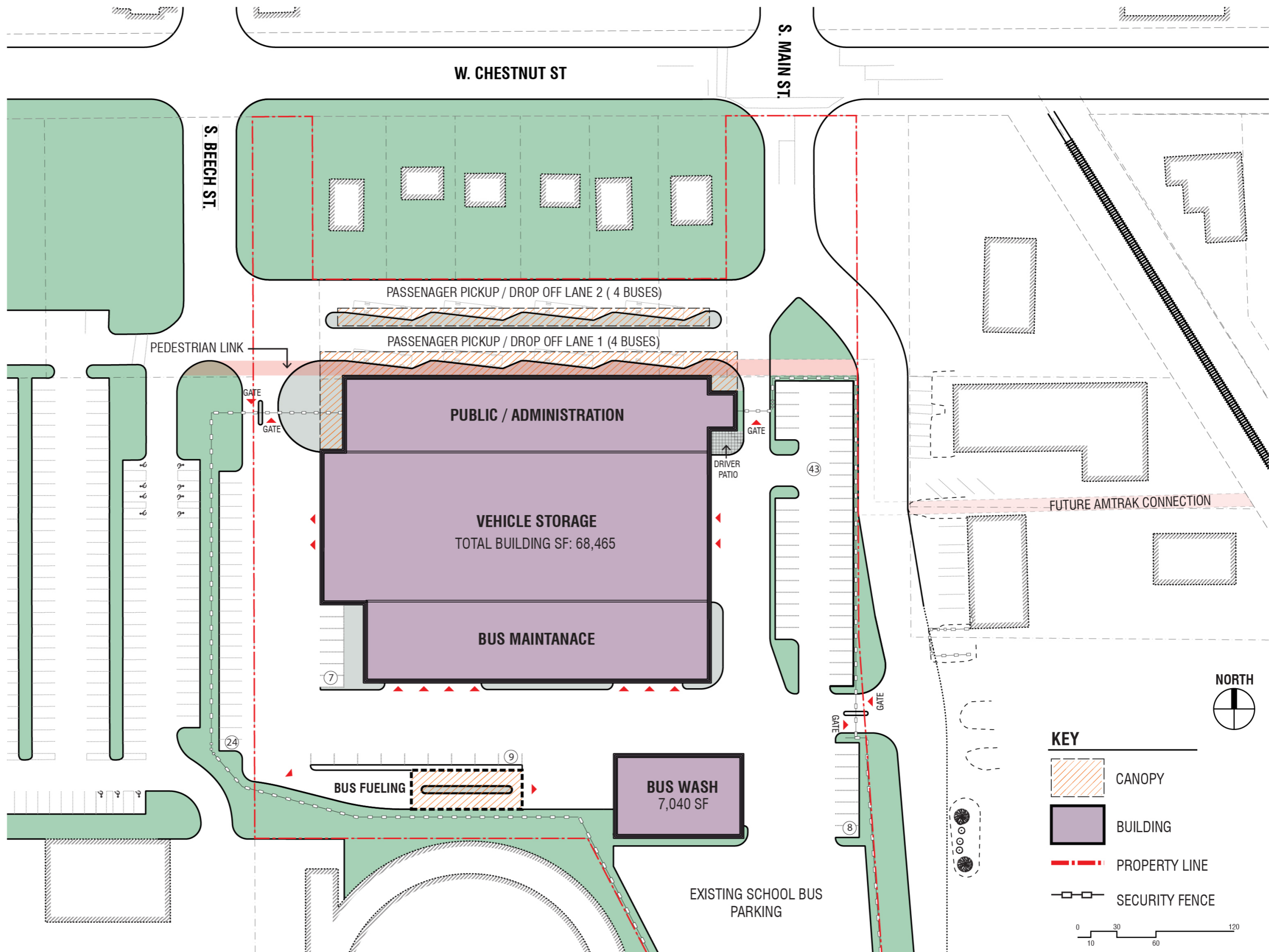
**BCRTA
Cash Reserves**

April 2021

Current Assets	4,817,672.95
Current Liabilities	<u>(615,239.28)</u>
Available Funds	4,202,433.67

Board Reserves

Local Share Grant Obligations		
OH-2018-021-00	433,524.00	
Pending Federal 2020	765,287.50	
Pending Federal 2019	91,610.50	
Oxford Facility Match Pledge	200,000.00	
Less Projected Local Match	<u>(1,597,580.00)</u>	MU, MED, R6, VA
Match Required or (Overmatch)	(107,158.00)	
FTA Grants	-	Match Required
Working Capital Funds (2 Mths.)	999,364.63	
Capital Replacement Funds	2,435,750.00	2022 - 2026 Local Share of Projects Not Yet on Grants
Contingency Funds	<u>-</u>	
Total Board Reserves	3,435,114.63	
Non-Restricted Funds	767,319.04	







Butler County Regional
Transit Authority

Site Plan

06.07.2021



13405

- KEY**
-  CANOPY
 -  BUILDING
 -  PROPERTY LINE
 -  SECURITY FENCE



TO: BCRTA Board of Trustees
FROM: Shawn Cowan (Project Manager)
Meagan Varney, Procurement and Compliance



RE: *Action Item 21-06-01 - Marketing Services*

June 9, 2021

STRATEGIC PLAN GOAL / OBJECTIVE

Enhancing Connectivity and Improving Mobility & Eliminating Barriers

RECOMMENDATION

Approval of a resolution authorizing the Executive Director to award and execute a single contract with Hunter Marketing for Marketing Services on behalf of BCRTA for an amount not to exceed \$147,508.00 and 10% contingency totaling \$162,259.

FINANCIAL CONSIDERATIONS

- This is a onetime agreement for a contract for services for a term of two (2) years with a total expenditure not to exceed \$162,259.
- These expenditures will be funded with federal operating allowance from 5307, CARES, CRRSAA, ARP and State of Ohio Rides to Community Immunity funds.

BUSINESS PURPOSE

To provide for the creation, placement, and management of three (3) marketing campaigns for fiscal years 2021 – 2022.

Action Item

Procurement Summary factors considered; they have the capacity to perform these contracts and are recommended for award.

LEGAL CONSIDERATIONS

Section 306.43 of the Ohio Revised Code authorizes BCRTA to contract for the provision of goods and services.

BCRTA Resolution No. 21-06-01

Authorizing the Butler County Regional Transit Authority (BCRTA) Executive Director to Enter into an Agreement for Marketing Services.

Whereas BCRTA solicited proposals for Marketing Services for creation, placement and management of three separate campaigns to be conducted over varying time periods; and

Whereas BCRTA's campaigns were divided to focus on 1) Employee Attraction, 2) Free Fixed Route Awareness, and 3) Curb-to-Curb Service Awareness; and

Whereas BCRTA received six (6) proposals from Beyond Spots & Dots, Burges & Burges, Hunter Marketing, Intrinziq, Lost Art Communications and Vehr Communications covering all work requirements included in the BCRTA request for proposal at proposed rates for a two (2) year period; and

Whereas a selection committee evaluated all proposals for qualifications, relevant experience, quality of submission, reasonability of cost and references; and


Whereas a selection committee determined that Hunter Marketing and Beyond Spots and Dots' proposals most closely addressed the needs of BCRTA, they were interviewed further for the purposes of making a final determination; and

Whereas the selection committee, after the final interviews, determined the services proposed by Hunter Marketing to provide the most value to BCRTA.

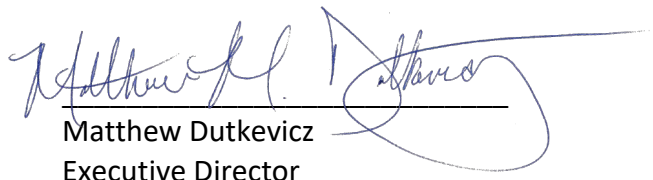
Now therefore be it resolved:

That the BCRTA Board of Trustees hereby authorizes the BCRTA Executive Director to execute a non-exclusive contract between BCRTA and Hunter Marketing for the provision of Marketing Services in three (3) campaigns at a cost of \$147,508.00 plus a 10% contingency for a total not to exceed cost of \$162,259 without additional board approval.

Approved: 16th of June, 2021



Chris Lawson
Board President



Matthew Dutkevicz
Executive Director

BCRTA Resolution No. 21-06-02

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE
MEMBERSHIP AGREEMENT AND BYLAWS OF THE HEALTH TRANSIT
POOL OF OHIO.**

WHEREAS Section 9.833 of the Ohio Revised Code provides that a political subdivision may, pursuant to the extent that it considers necessary, join with other political subdivisions in establishing and maintaining a joint self-insurance pool for purposes of providing health insurance coverage to employees of the political subdivisions; and

WHEREAS a nonprofit corporation has been formed under Chapter 1702 of the Ohio Revised Code known as the Health Transit Pool of Ohio for the purposes of establishing and maintaining a joint self-insurance pool under Section 9.833 of the Ohio Revised Code in which Akron METRO RTA, Laketran, Portage Area Regional Transit Authority, Start Area Regional Transit Authority, Toledo Area Regional Transit Authority, and Western Reserve Transit Authority are a members; and

WHEREAS this Board, operating a public transit system commonly known as BCRTA, has determined that it is in the best interest of Butler County Regional Transit Authority to become a member of the Health Transit Pool of Ohio and join with other political subdivisions in maintaining a joint self-insurance pool for purposes of health insurance coverage.

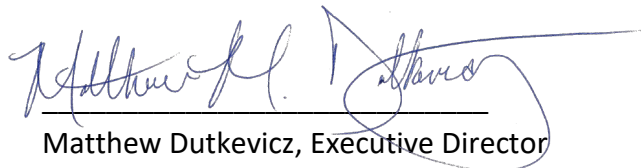
NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Butler County Regional Transit Authority that:

1. The Executive Director is hereby authorized by the Board to execute the Membership Agreement and Bylaws of Health Transit Pool of Ohio.
2. Pursuant to Section 4.2 of the Membership Agreement and Bylaws, Matthew Dutkevicz, Executive Director is appointed Trustee and Delene Weidner, Director of Finance & Administration is appointed alternate Trustee.

Adopted this 16th day of June, 2021



Chris Lawson, Board President


Matthew Dutkevicz, Executive Director

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F. THOMAS GREEN
(1923-1998)

* also admitted to practice in Virginia
& the District of Columbia

June 7, 2021

Via Email: dutkeviczmm@butlercountyrta.com

Matthew M. Dutkevicz
Butler County Regional Transit Authority
3045 Moser Court
Hamilton, Ohio 45011

RE: Review and Summary of Health Transit Pool of Ohio Membership Agreement and Bylaws

Dear Mr. Dutkevicz:

Thank you for contacting Green & Green, Lawyers and the undersigned regarding an objective review and summary of the Health Transit Pool of Ohio Membership Agreement and Bylaws. I understand that the Butler County RTA is considering participation in this pool. Butler County Regional Transit Authority is already a member of the Ohio Transit Risk Pool, which is the Administrator of the Health Transit Pool of Ohio.

General Overview Information Regarding Health Transit Pool of Ohio

By way of overview, the Health Transit Pool of Ohio (“the Pool”) is administered by the Ohio Transit Risk Pool, and maintains a webpage located at [Home | HealthTP](#), that provides general information about the program. The Pool was initiated in 2013 and is a not-for-profit entity providing a “joint self-insurance” program. The Pool has partnered with Medical Mutual of Ohio to enable its members to provide health insurance for their employees, as well as some ancillary benefit programs for wellness and healthcare cost comparisons. The members of the Pool currently include SARTA (Stark Area Regional Transit Authority), Laketrans (Lake County’s Transit Authority), TARTA (Toledo Area Regional Transit Authority), Metro (Akron’s Transit Authority), WRTA (Western Reserve Transit Authority), and PARTA (Portage Area Regional Transit Authority). Each member transit authority has a trustee or member of the Pool board of directors, as provided by the Membership Agreement and Bylaws of the Health Transit Pool of Ohio (discussed below). There is also an independent Executive Director. The annual report for last year is posted on the pool webpage at: [Annual Report | HealthTP](#).

Summary of Key Terms of Membership Agreement and Bylaws

The Membership Agreement and Bylaws of the Health Transit Pool of Ohio (“the Agreement”) provide the framework for the creation, maintenance, and operation of this pool. The terms of the agreement reference and track the requirements of Ohio Revised Code §9.833, the Joint Self-Insurance Act, which authorizes individual or joint self-insurance programs or health savings accounts to provide healthcare benefits for political subdivisions. A copy of this statute is provided herewith for reference. The stated purposes of the Pool are to “administer and maintain Pools and Risk Management Programs; obtain and provide Coverages to the Members; act as an instrumentality of its Members in the exercise of essential governmental functions; and perform services and provide such products permitted by law.” Agreement Article II, Purposes.

Any Ohio political subdivision public transit system and the Ohio Transit Risk Pool is eligible to be a member of the Pool. Membership is subject to satisfactory financial ability to meet member obligations. Any member is also eligible to be a voting member of the pool. The application for membership in the pool requires, among other things, a history of liabilities and losses incurred by and records of the applicant, in addition to an executed copy of the Agreement. Membership is approved by a 2/3 vote of all trustees presently on the Pool’s board. Membership begins when any coverage is provided to a member.

The obligations of each Pool member include: appropriating or budgeting for and promptly paying the amounts as established by the Pool board, providing the Pool reasonable access to facilities and records, permitting the Pool to represent the member in the investigation and payment of health care claims against the member and within the scope of coverage, general cooperation with the Pool, provision of accurate information for obtaining and providing coverage and to determine any pool contribution factors, compliance with Pool policies, prompt payment of all contributions and assessments required, and prompt action on all matters as required to properly administer benefits provided by the Pool. Agreement, Article III, Section 3.7. Obviously, these financial and related obligations are necessary to ensure that adequate funds and reserves may be calculated, collected and administered for the benefit of the entire Pool, as well as each Pool member.

Members may withdraw from the Pool by giving notice of its withdrawal at least 180 days before the termination of the then-current coverage period. Agreement Article III, Section 3.10. Such notice is irrevocable and if a withdrawn member later changes its mind and desires coverage subsequently, it must reapply for membership and be approved by the board, as done initially. A member may withdraw from a position as a voting member and remain a member of the Pool as a non-voting member, unless notice is given to withdraw entirely. Agreement Article III, Section 3.11. It would seem prudent that any member of the Pool should also participate as a voting member. Though all members are entitled to participate at meetings, it is the voting members who get to actually control the operation of the board by through the voting process, as subject to the Agreement. There are no penalties for withdrawal from membership of the Pool, although any balance of a withdrawn or terminated member’s share will not be returned until the policy year has been closed and any obligations related thereto paid. Coverage terminates at the time of withdrawal. Agreement Article III, Section 3.14.

A member may also be involuntarily removed from the Pool by an affirmative vote of 2/3 of all trustees. Agreement Article III, Section 3.13. Involuntary removal may occur for a member's failure to perform any of the obligations stated in the Agreement. Involuntary removal requires notice to the member of the failure to perform by the President or Administrator of the Pool, a hearing must be set with notice provided to the member at least 30 days prior to that meeting and stating the duties the member failed to perform. The member is permitted the opportunity to speak against its removal at such a meeting. If the board votes to remove a member, the reason for removal must be stated and must provide an effective date for the removal not earlier than 90 days after the board's vote, unless a reason for removal is failure to pay any amounts due to the Pool, in which case, the effective date for removal may be 30 days after the vote.

Special assessments may be required by the board of members, including withdrawn or terminated members, for supplementary payments to the Pool for any necessary or appropriate purpose or where there is a reasonable concern that funds then available to the Pool will not be sufficient to meet Pool responsibilities. All such assessments will be shared proportionally among the members for the year to which the assessment relates.

With respect to governance of the Pool, each voting member of the Pool appoints one trustee to the board of directors. Each trustee has one vote. The board is responsible for setting policies and procedures for the Pool, its members, its Administrator and the Pool's employees and agents; approving the annual budget of the Pool; developing an allocation of net worth, determining all pool contribution factors; hiring an administrator; providing for the compensation of the Administrator and employees of the Pool; approving membership of new members, including voting membership; removing members; resolving disputes raised by members in accordance with the Agreement; determining the time and amount of all members and former members to the Pool; acquiring and providing any coverage; approving the Pool's participation or membership in other entities; and, performing such other duties necessary to carry out the purposes of the Pool under the Agreement and Ohio statute. Agreement, Article IV, Section 4.2. Meetings of the board occur at least four times per coverage year. Majority vote prevails on most issues, with the exception of approving budgets, coverages, and pool contribution factors, which require 2/3 vote of the trustees present at the meeting. A majority of trustees constitutes a quorum for a meeting. Agreement, Article IV, Section 4.4.

The Ohio Risk Transit Pool is the Administrator of the Pool. It reports to the Pool's board. The Administrator may, on behalf of the Pool, sign all contracts, leases, bonds, notes, or other instruments approved by the board or pursuant to authority granted by the board to the Administrator. The Administrator also supervises the employees of the Pool, including recruiting, hiring, disciplining and termination of employees. The Administrator is also responsible to submitting to the board proposed coverages, pool contribution factors and an annual budget. Agreement Article VII.

With regard to coverages and funding, the board is required to establish a fund for member contributions in an amount it deems sufficient to fund the administrative expenses of the Pool, to purchase excess health insurance, stop-loss insurance or reinsurance for the Pool, to pay current year claims and claim expenses, and to establish and maintain sufficient reserves. Agreement Article VIII, Sections 8.2 and 8.3. The board also determines the pool contribution factors for each

member for each loss year based upon the expected costs for the pool in the next loss year, the loss history of the member and any other factors deemed appropriate. Agreement Article VIII, Section 8.2. These terms set forth reasonable authority for actuarial/underwriting decision making.

Distributions may also be made to members from time to time and pursuant to a formula adopted by the trustees. No distribution will be paid to a member who is 30 days or more in arrears on any material premium or other required obligation to the Pool. If the Pool should be dissolved or liquidated, each member will be entitled to a distribution after payment of all liabilities of the Pool and its Membership have been discharged, based on such member's share of the Pool's net worth. If a member withdraws or its membership is terminated, the balance of the member's share in the Pool's net worth, if any, will not be returned until the policy years during which the withdrawn or terminated member have been formally closed by a vote of the Trustees. Payment by the Pool of any distribution on withdrawal or termination of membership may be made in one or more installments, not exceeding a period of one year, beginning not earlier than 120 days after a trustees' vote to close the policy years during which the withdrawing or terminated members participated. No interest will be paid on such distributions. Agreement Article VIII, Sections 8.6 and 8.7.

The Pool's net worth at the end of the fiscal year shall be the contributed and earned surplus of the Pool as stated in the audited financial statements. Agreement, Article IX. A member's share of the Pool's net worth shall be determined annually. Each member shall be credited or debited on a pro rata basis any income or loss of the Pool as determined in the audited financial statements. The Pool's finances are audited annually. An independent actuarial audit of the claims for coverage to the Pool will be conducted at least annually or at such times as required by the State or as determined by the board. This actuarial audit shall determine the adequacy of each loss year of the Pool to satisfy claims made and claims actuarially expected to be made in the future against each loss year of the Pool. These terms are consistent with the requirements of R.C. §9.833.

The Agreement also contains dispute resolution terms related to objection to application of any Pool policy, program or coverage, or any pool contribution factor assigned to a member, or any action of the board or Pool employees or agents. Disputes are to be initially made to and resolved by the Administrator, and if the member is not satisfied a board hearing may be requested. Both the administrator and the member have the opportunity to provide information to the board at that hearing. The board's determination of the matter shall be final. Agreement Article XI.

The Agreement further provides for indemnification by the Pool of any officer or director (sic – trustee) from threatened, pending, or completed action, suit or proceeding, whether civil administrative or investigative and including attorney fees, judgments or settlements actually and reasonably incurred in connection, related to the Pool if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Pool. A person claiming indemnification is rebuttably presumed to be acting in good faith and in the best interest of the Pool. The Pool will not indemnify any officer or director (sic – trustee) who is a party to any action against, by or on behalf of the Pool where that person is adjudged to be liable for acting with reckless disregard for the best interests of the Pool or other misconduct (other than negligence) in the performance of duties owed to the Pool, unless and only to the extent a court determines that such persona is fairly and reasonably entitled to indemnity under the Agreement

based on all circumstances of the case. Any indemnification required shall be made by the Pool only on determination that the indemnification of the officer or director (sic – trustee) is proper in the circumstance because he or she has met the applicable standard of conduct. Agreement Article XII. Such terms are consistent with most insurance policies’ or insuring pools’ breadth of indemnification to the extent they require that the person seeking indemnification to have acted in good faith and in a manner he or she reasonably believed was in the best interest of the Pool. It is also specified that this indemnification is in addition to any other rights to which the person may be entitled, for example, if other insurance applies or other rights to indemnification or contribution exist related to the conduct at issue, the indemnification under this Agreement may apply in addition.

Conclusion

The intent and purpose of the Health Transit Pool of Ohio is to provide a practical and cost-competitive means by which transit authority members may provide their employees with healthcare coverage. In this day and age, healthcare coverage is a significant benefit to the employee and recruiting and maintaining dependable employees relies in part on an employer’s ability to extend or support such benefits. The State of Ohio has recognized this factor and enacted R.C. §9.833 which permits political subdivisions to participate in risk-sharing pools such as the Health Transit Pool. The Membership Agreement and Bylaws of the Health Transit Pool appear to closely track the statutory requirements, provides relatively simple means by which to apply, gain membership and exit (as desired) the Pool. There do not appear to be any undue or unreasonable restrictions or penalties included in the Membership Agreement. Fiscal responsibility is acknowledged and annual reports both financially and actuarially are to be prepared. Legal liabilities related to the Pool and membership therein are also acknowledged and indemnification provided/permitted generally so long as the member’s conduct is in good faith and was reasonably believed to be in the best interest of the Pool.

Very truly yours,

GREEN & GREEN, Lawyers



ERIN B. MOORE

EBM/ebm

Baldwin's Ohio Revised Code Annotated
General Provisions
Chapter 9. Miscellaneous
Additional Miscellaneous

R.C. § 9.833

9.833 Individual or joint self-insurance programs or health savings accounts to provide health care benefits

Effective: November 2, 2018

[Currentness](#)

(A) As used in this section:

“Political subdivision” has the meaning defined in [sections 2744.01](#) and [3905.36 of the Revised Code](#). For purposes of this section, “political subdivision” includes municipal corporations as defined in [section 5705.01 of the Revised Code](#).

“County board” means a county board of developmental disabilities.

(B) Political subdivisions and county boards that provide health care benefits for their officers or employees may do any of the following:

(1) Establish and maintain an individual self-insurance program with public moneys to provide authorized health care benefits, including but not limited to, health care, prescription drugs, dental care, and vision care, in accordance with division (C) of this section;

(2) Establish and maintain a health savings account program whereby employees or officers may establish and maintain health savings accounts in accordance with [section 223 of the Internal Revenue Code](#).¹ Public moneys may be used to pay for or fund federally qualified high deductible health plans that are linked to health savings accounts or to make contributions to health savings accounts. A health savings account program may be a part of a self-insurance program.

(3) After establishing an individual self-insurance program, agree with other political subdivisions or county boards that have established individual self-insurance programs for health care benefits, that their programs will be jointly administered in a manner specified in the agreement;

(4) Pursuant to a written agreement and in accordance with division (C) of this section, join in any combination with other political subdivisions or county boards to establish and maintain a joint self-insurance program to provide health care benefits;

(5) Pursuant to a written agreement, join in any combination with other political subdivisions or county boards to procure or contract for:

(a) Providers of medical or health services;

(b) Policies, contracts, or plans of insurance to provide health care benefits, which may include a health savings account program for their officers and employees subject to the agreement.

(6) Use in any combination any of the policies, contracts, plans, or programs authorized under this division.

(7) Any agreement made under division (B)(3), (4), (5), or (6) of this section shall be in writing, comply with division (C) of this section, and contain best practices established in consultation with and approved by the department of administrative services. The best practices may be reviewed and amended at the discretion of the political subdivisions and county boards in consultation with the department. Detailed information regarding the best practices shall be made available to any employee upon that employee's request.

(8) Purchase plans containing best practices identified by the department of administrative services under [section 9.901 of the Revised Code](#).

(C) Except as otherwise provided in division (E) of this section, the following apply to individual or joint self-insurance programs established pursuant to this section:

(1) Such funds shall be reserved as are necessary, in the exercise of sound and prudent actuarial judgment, to cover potential cost of health care benefits for the officers and employees of the political subdivision or county board. A financial statement and a report of aggregate amounts so reserved and aggregate disbursements made from such funds, together with a written report of a member of the American academy of actuaries certifying whether the amounts reserved conform to the requirements of this division, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles, shall be prepared and maintained, within ninety days after the last day of the fiscal year of the entity for which the report is provided for that fiscal year, in the office of the program administrator described in division (C) (3) of this section.

The report required by division (C)(1) of this section shall include, but not be limited to, the aggregate of disbursements made for the administration of the program, including claims paid, costs of the legal representation of political subdivisions, county boards, and employees, and fees paid to consultants.

The program administrator described in division (C)(3) of this section shall make the report required by this division available for inspection by any person at all reasonable times during regular business hours, and, upon the request of such person, shall make copies of the report available at cost within a reasonable period of time. The program administrator shall further provide the report to the auditor of state under Chapter 117. of the Revised Code. The report required by this division is in lieu of the records required by [division \(A\) of section 149.431 of the Revised Code](#).

(2) Each political subdivision shall reserve funds necessary for an individual or joint self-insurance program in a special fund that may be established for political subdivisions other than an agency or instrumentality pursuant to an ordinance or resolution of the political subdivision and not subject to [section 5705.12 of the Revised Code](#). An agency or instrumentality shall reserve the funds necessary for an individual or joint self-insurance program in a special fund established pursuant to a resolution duly adopted by the agency's or instrumentality's governing board. A county board shall reserve the funds necessary for an individual or joint self-insurance program in a special fund established pursuant to a resolution duly adopted by the county board. The

political subdivision or county board may allocate the costs of insurance or any self-insurance program, or both, among the funds or accounts established under this division on the basis of relative exposure and loss experience.

(3) A contract may be awarded, without the necessity of competitive bidding, to any person, political subdivision, nonprofit corporation organized under Chapter 1702. of the Revised Code, or regional council of governments created under Chapter 167. of the Revised Code for purposes of administration of an individual or joint self-insurance program. No such contract shall be entered into without full, prior, public disclosure of all terms and conditions. The disclosure shall include, at a minimum, a statement listing all representations made in connection with any possible savings and losses resulting from the contract, and potential liability of any political subdivision, county board, or employee. The proposed contract and statement shall be disclosed and presented at a meeting of the political subdivision or county board not less than one week prior to the meeting at which the political subdivision or county board authorizes the contract.

A contract awarded to a nonprofit corporation or a regional council of governments under this division may provide that all employees of the nonprofit corporation or regional council of governments, the employees of all entities related to the nonprofit corporation or regional council of governments, and the employees of other nonprofit corporations that have fifty or fewer employees and have been organized for the primary purpose of representing the interests of political subdivisions or county boards, may be covered by the individual or joint self-insurance program under the terms and conditions set forth in the contract.

(4) The individual or joint self-insurance program shall include a contract with a certified public accountant and a member of the American academy of actuaries for the preparation of the written evaluations required under division (C)(1) of this section.

(5) A joint self-insurance program may allocate the costs of funding the program among the funds or accounts established under this division to the participating political subdivisions and county boards on the basis of their relative exposure and loss experience.

(6) An individual self-insurance program may allocate the costs of funding the program among the funds or accounts established under this division to the political subdivision or county board that established the program.

(7) Two or more political subdivisions, two or more county boards, or a combination thereof, may also authorize the establishment and maintenance of a joint health care cost containment program, including, but not limited to, the employment of risk managers, health care cost containment specialists, and consultants, for the purpose of preventing and reducing health care costs covered by insurance, individual self-insurance, or joint self-insurance programs.

(8) A political subdivision or county board is not liable under a joint self-insurance program for any amount in excess of amounts payable pursuant to the written agreement for the participation of the political subdivision or county board in the joint self-insurance program. Under a joint self-insurance program agreement, a political subdivision or county board may, to the extent permitted under the written agreement, assume the risks of any other political subdivision or county board. A joint self-insurance program established under this section is deemed a separate legal entity for the public purpose of enabling the members of the joint self-insurance program to obtain insurance or to provide for a formalized, jointly administered self-insurance fund for its members. An entity created pursuant to this section is exempt from all state and local taxes.

(9) A county board or any political subdivision, other than an agency or instrumentality, may issue general obligation bonds, or special obligation bonds that are not payable from real or personal property taxes, and may also issue notes in anticipation of such bonds, pursuant to an ordinance or resolution of its legislative authority or other governing body or, in the case of a county

board, the board itself, for the purpose of providing funds to pay expenses associated with the settlement of claims, whether by way of a reserve or otherwise, and to pay the political subdivision's or county board's portion of the cost of establishing and maintaining an individual or joint self-insurance program or to provide for the reserve in the special fund authorized by division (C)(2) of this section.

In its ordinance or resolution authorizing bonds or notes under this section, a political subdivision or county board may elect to issue such bonds or notes under the procedures set forth in Chapter 133. of the Revised Code. In the event of such an election, notwithstanding Chapter 133. of the Revised Code, the maturity of the bonds may be for any period authorized in the ordinance or resolution not exceeding twenty years, which period shall be the maximum maturity of the bonds for purposes of [section 133.22 of the Revised Code](#).

Bonds and notes issued under this section shall not be considered in calculating the net indebtedness of the political subdivision under [sections 133.04, 133.05, 133.06, and 133.07 of the Revised Code](#). [Sections 9.98 to 9.983 of the Revised Code](#) are hereby made applicable to bonds or notes authorized under this section.

(10) A joint self-insurance program is not an insurance company. Its operation does not constitute doing an insurance business and is not subject to the insurance laws of this state.

(11) A joint self-insurance program shall pay the run-off expenses of a participating political subdivision or county board that terminates its participation in the program if the political subdivision or county board has accumulated funds in the reserves for incurred but not reported claims. The run-off payment, at minimum, shall be limited to an actuarially determined cap or sixty days, whichever is reached first. This provision shall not apply during the term of a specific, separate agreement with a political subdivision or county board to maintain enrollment for a specified period, not to exceed three years.

(D) A political subdivision or county board may procure group life insurance for its employees in conjunction with an individual or joint self-insurance program authorized by this section, provided that the policy of group life insurance is not self-insured.

(E) This section does not apply to individual self-insurance programs created solely by municipal corporations as defined in [section 5705.01 of the Revised Code](#).

(F) A public official or employee of a political subdivision or county board who is or becomes a member of the governing body of the program administrator of a joint self-insurance program in which the political subdivision or county board participates is not in violation of division (D) or (E) of [section 102.03](#), [division \(C\) of section 102.04](#), or [section 2921.42 of the Revised Code](#) as a result of either of the following:

(1) The political subdivision's or county board's entering under this section into the written agreement to participate in the joint self-insurance program;

(2) The political subdivision's or county board's entering under this section into any other contract with the joint self-insurance program.

CREDIT(S)

(2018 H 87, eff. 11-2-18; 2016 S 3, eff. 3-16-17; 2016 H 483, eff. 10-12-16; 2015 H 64, eff. 9-29-15; 2013 H 59, eff. 9-29-13; 2012 H 481, eff. 3-22-13; 2012 H 509, eff. 9-28-12; 2011 H 153, eff. 6-30-11; 2007 H 119, § 130.02, eff. 9-29-07; 2006 H 46, eff. 8-17-06; 2005 H 66, eff. (Contingently Effective); 2004 H 185, eff. 8-31-04; 2003 S 55, eff. 1-8-04; 1994 H 213, eff. 10-6-94; 1993 H 152, eff. 7-1-93; 1992 S 119; 1990 H 737)

Notes of Decisions (12)

Footnotes

1 26 U.S.C.A. 223.

R.C. § 9.833, OH ST § 9.833

Current through Files 1 to 20 and 22 of the 134th General Assembly (2021-2022).

End of Document

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MEMBERSHIP AGREEMENT AND BYLAWS
OF
HEALTH TRANSIT POOL OF OHIO

Effective November 1, 2013

MEMBERSHIP AGREEMENT AND BYLAWS

OF

HEALTH TRANSIT POOL OF OHIO

WHEREAS, the **Joint Self-Insurance Act** (all bolded and capitalized words and terms used in these preambles have the meanings assigned to them in Article I) authorizes Ohio political subdivisions to enter into an agreement to establish, maintain and administer joint self-insurance **Pools** and joint risk management programs; and

WHEREAS, the **Nonprofit Corporation Act** authorizes the creation of an Ohio nonprofit corporation for any purpose or purposes for which natural persons may associate themselves; and

WHEREAS, the **Members** have determined to enter into this **Agreement** to provide for the establishment, maintenance and administration of one or more joint self-insurance **Pools** and one or more joint risk management programs, to provide bylaws for **HEALTH TRANSIT POOL OF OHIO**, hereinafter **Health TP of Ohio**, to permit **Health TP of Ohio** to act as an instrumentality to exercise essential governmental functions of the **Members**, and to provide such other services and activities as permitted by law;

NOW, THEREFORE, it is agreed by and among the **Members** that:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined elsewhere in this **Agreement**, the following bolded and capitalized words and terms used in this **Agreement** shall have the following meanings:

“**Administrator**” means the entity under contract designated to supervise the administration of the **Pool** and to perform such other duties as otherwise necessary or set forth by other agreements. The **Ohio Transit Risk Pool through its agents** serves as **Administrator** of the **Pool under the direction of the Board**. The **Administrator** shall at all times acknowledge that the dealings between the **Ohio Transit Risk Pool** and the **Pool** are to undertaken at arm’s length and under commercially reasonable terms.

“**Agreement**” means this **Membership Agreement** and Bylaws of **Health TP of Ohio** as amended and supplemented from time to time.

“**Assistant Secretary**” means any person appointed by the **Board** as an **Assistant Secretary** pursuant to Section 5.7.

“**Assistant Treasurer**” means any person appointed by the **Board** as an **Assistant Treasurer** pursuant to Section 5.7.

“**Board**” means the **Board of Trustees of Health TP of Ohio**.

“**Closed**” means the date when all claims known or unknown for a **Loss Year** have either been paid or provision has been made for payment.

“**Contribution**” means any money paid by the **Members** to **Health TP of Ohio** for purposes of the **Pool**, including any special assessments pursuant to Section 3.17.

“**Coverage**” means any policy, insurance, program or product that **Health TP of Ohio** provides to the **Members** to provide protection against health or other benefit costs or losses incurred by the **Members**, including, without limitation, any **Pooled** losses, self-insurance, excess insurance, health care benefits, life insurance benefits, or other personnel benefits, stop loss insurance and reinsurance.

“**Coverage Period**” means the dates of the **Coverages** as determined by the **Board**.

“**Former Member**” means a **Member** that either has withdrawn from **Health TP of Ohio** pursuant to Section 3.10 or has been removed pursuant to Section 3.12 and continues to receive **Coverage** for **Coverage Periods**.

“**Former Voting Member**” means a **Voting Member** that has withdrawn as a **Voting Member** pursuant to Section 3.11 but continues as a **Member**.

“**Joint Self-Insurance Act**” means Ohio Revised Code Section 9.833.

“**Loss Year**” means a **Coverage Period** for a **Pool**.

“**Members**” means the eligible entities approved by the **Board** for **Membership**, including **Voting Members**.

“**Membership**” means being a **Member**.

“**Nonprofit Corporation Act**” means Ohio Revised Code Chapter 1702.

“**Notice Address**” means:

As to **Health TP of Ohio** or the **Administrator**:

Ohio Transit Risk Pool
1 Park Center Drive #300
Wadsworth, Ohio 44281

As to the **President** and **Secretary**:

The address of the officer on file at
the offices of **Health TP of Ohio**

As to **Members** and **Former Members**:
entity’s

The address provided with the
execution of this **Agreement**

provided, **Health TP of Ohio** may change its **Notice Address** by its **Administrator** giving notice of the change to all **Members** and **Former Members** and recording the new **Notice Address** at the offices of **Health TP of Ohio**, and any person or other entity may change its **Notice Address** by giving notice of the change to the **Administrator** who shall record the new **Notice Address** at the offices of **Health TP of Ohio**.

“**Pool**” means any joint self-insurance **Pool** administered by **Health TP of Ohio**.

“**Pool Contribution Factor**” is the calculation done by the **Board** to determine the amount of the payment required of each **Member** for participation in the **Pool** in any given **Loss Year**.

“**President**” means the **President** of **Health TP of Ohio**.

“**Secretary**” means the **Secretary** of **Health TP of Ohio**.

“**Treasurer**” means the **Treasurer** of **Health TP of Ohio**.

“**Trustee**” means a **Member** of the **Board** appointed by **Voting Members** pursuant to Section 4.2.

“**Vice President**” means the **Vice President** of **Health TP of Ohio**.

“**Voting Members**” means **Members** participating in risk sharing of the **Pool** and approved by the **Board** for **Voting Membership**, each a **Voting Member**.

“**Voting Membership**” means being a **Voting Member**.

Section 1.2 Interpretation. Any reference to a section, chapter or provision of the **Joint Self-Insurance Act**, the **Nonprofit Corporation Act**, or any other section, chapter or provision of the Ohio Revised Code or statutes of the United States of America, includes that section, chapter or provision as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, chapter or provisions shall be applicable solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, chapter or provision constitutes an impairment of the rights and obligations of any **Member** under this **Agreement**.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa, and words of any gender include the correlative word of other genders. The terms “hereof”, “hereby”, “herein”, “hereto” and “hereunder” and similar terms refer to this **Agreement**. The term “hereafter” means after, and the term “heretobefore” means before, the effective date of this **Agreement**.

Unless the context clearly indicates otherwise, any reference to an “Article” or a “Section” is a reference to an article or section of this **Agreement**.

ARTICLE II PURPOSES

Section 2.1 Purpose of Health TP of Ohio. Health TP of Ohio is a legal entity, separate and distinct from its **Members**. Health TP of Ohio's purposes are to: administer and maintain **Pools** and **Risk Management Programs**; obtain and provide **Coverages** to the **Members**; act as an instrumentality of its **Members** in the exercise of essential governmental functions; and perform services and provide such products permitted by law. Health TP of Ohio shall continue until terminated pursuant to this **Agreement**.

Section 2.2 Purpose of this Agreement. This **Agreement** constitutes the **Membership Agreement** and Bylaws of Health TP of Ohio, the agreement among the **Members** for the establishment, creation and maintenance of Health TP of Ohio, and the agreement for the operation and maintenance of any **Pools** and any **Risk Management Programs**.

ARTICLE III MEMBERS

Section 3.1 Eligibility for Members. Any Ohio political subdivision public transit system and the Ohio Transit Risk Pool is eligible to be a **Member**. Any prospective **Member** must demonstrate to the satisfaction of the **Board** the financial ability to meet all **Member** obligations, financial and otherwise.

Section 3.2 Eligibility for Voting Membership. Any **Member** participating in risk sharing in the **Pool** that desires to participate in the **Coverage** is eligible to be a **Voting Member**.

Section 3.3 Application for Membership. Any entity eligible and desiring to be a **Member** shall file an application to become a **Member** in a form prescribed from time to time by Health TP of Ohio, including a **Notice Address**, such history of liabilities and losses incurred by, and records of, the applicant requested by Health TP of Ohio, evidence of the entity's approval of this **Agreement** and an executed copy of this **Agreement**.

Section 3.4 Application for Voting Membership. Any **Member** desiring to be a **Voting Member** shall file an application to become a **Voting Member** in a form prescribed from time to time by Health TP of Ohio including such history of liabilities and losses incurred by, and records of, the **Member** requested by Health TP of Ohio.

Section 3.5 Approval for a Member. An affirmative vote of two-thirds of all **Trustees** is required for any eligible entity to become a **Member**.

Section 3.6 Approval for a Voting Member. An affirmative vote of two-thirds of all **Trustees** is required for any **Member** to become a **Voting Member**.

Section 3.7 Duties of Members. Each **Member** shall:

(a) Appropriate or budget for, and promptly pay all amounts to, **Health TP of Ohio** at such times and in such amounts as shall be established by the **Board**. Any delinquent payments shall be paid with any penalty established and determined by the **Board**.

(b) Provide **Health TP of Ohio** reasonable access to all the facilities and records of the **Member**.

(c) Permit **Health TP of Ohio** to represent the **Member** in the investigation and payment of health care claims against the **Member** within the scope of any **Coverage**.

(d) Cooperate with **Health TP of Ohio**.

(e) Provide **Health TP of Ohio** with accurate information for obtaining and providing any **Coverage** and/or to determine any **Pool Contribution Factor**.

(f) Comply with all policies approved by the **Board**.

(g) Promptly pay, when and as due, all contributions and assessments required under this **Agreement** or by the **Board**.

(h) Act promptly on all matters requiring actions on the part of the **Member** in order for the **Health TP of Ohio** or any related party to properly administer any benefits provided by **Health TP of Ohio**,

Section 3.8 Duties of a Voting Member. In addition to the duties applicable to all **Members**, each **Voting Member** shall:

(a) Appoint a **Trustee** as provided in Section 4.2.

(b) Participate in the then current **Coverage**.

(c) Participate in the risk sharing of the **Pool**

Section 3.9 Commencement of Membership and Voting Membership. Until December 31, 2013, **Membership** begins for any **Member** upon the execution of this **Agreement**. Thereafter, **Membership in Health TP of Ohio** commences when any **Coverage** is provided to a **Member**. After approval by the **Board**, **Voting Membership** commences when the then current **Coverage** is provided to the **Voting Member**.

Section 3.10 Withdrawal of a Member. A **Member** may withdraw from **Health TP of Ohio** by giving notice of its withdrawal to the **President** and the **Administrator** at least 180 days prior to the termination of the then current **Coverage Period**. Upon giving such notice, the withdrawal of the **Member** is irrevocable and shall be effective simultaneously with the termination of the then current **Coverage Period**. A **Member** that has given notice of its withdrawal from **Health TP of Ohio** and desires to become a **Member** for the immediately succeeding **Coverage Period** must reapply for **Membership** and be approved by the **Board** pursuant to Sections 3.3 and 3.5.

Section 3.11 Withdrawal of a Voting Member.

A **Voting Member** may withdraw as a **Voting Member** by giving notice of its withdrawal as a **Voting Member** to the **President** and the **Administrator**, at least 180 days prior to the termination of the then current **Coverage Period**. Upon giving such notice, the withdrawal of the **Voting Member** is irrevocable and shall be effective simultaneously with the termination of the then current **Coverage Period**. Unless a **Voting Member** has also withdrawn as a **Member** pursuant to Section 3.10, the **Voting Member** shall continue to be a **Member**. A **Voting Member** that has given notice of its withdrawal as a **Voting Member** and desires to become a **Voting Member** for the immediately succeeding **Coverage Period** must reapply for **Voting Membership** and be approved by the **Board** pursuant to Sections 3.4 and 3.6.

Section 3.12 Removal of a Member. A **Member** may be removed from **Health TP of Ohio** by an affirmative vote of two-thirds of all **Trustees**. A **Member** may be removed for failure to perform any of the duties of a **Member** set forth in Section 3.7.

Section 3.13 Procedures for Removal of a Member.

(a) Prior to the **Board's** consideration of the removal of a **Member**:

(i) The **President** or the **Administrator** must give notice to the **Member** of its failure to perform any of its duties;

(ii) The **President** or the **Administrator** must recommend to the **Board** the removal of the **Member** and shall establish a date for a meeting for the **Board** to consider the removal of the **Member**; and

(iii) The **President** or the **Administrator** must give notice to the **Member** of the date of the meeting of the **Board** established to consider the removal of the **Member** at least 30 days prior to the date of that meeting of the **Board**. That notice must state the duties that the **Member** failed to perform.

(b) At the meeting of the **Board** to consider the removal of a **Member**:

(i) The **President** or the **Administrator** must provide to the **Board** the reason or reasons for the **President's** or **Administrator's**, as applicable, recommendation for the removal of the **Member**; and

(ii) The **Member** shall be allowed opportunity to speak against its removal.

(c) If the **Board** votes to remove a **Member**, the **Board** shall state the reason or reasons for the removal of the **Member** and shall state the effective date of the removal of the **Member**, which effective date shall not be earlier than 90 days after the **Board's** vote to remove the **Member** unless the **Board** states that its reason or one of its reasons to remove the **Member**

is the **Member's** then existing failure to pay any amounts due to **Health TP of Ohio**. If the **Board** states that its reason or one of its reasons to remove the **Member** is the **Member's** then existing failure to pay any amount due to **Health TP of Ohio**, the **Board** may state that the effective date for the removal of the **Member** is any date occurring 30 days after the **Board's** vote to remove the **Member**.

Section 3.14 Effect of the Withdrawal or Removal of a Member.

(a) All **Coverages** of the **Member** cease and do not exist for **Coverage Periods**, or any portion of a **Coverage Period**, occurring after the withdrawal or removal of a **Member**. In addition, all obligations of **Health TP of Ohio** to provide, and all rights of a **Member** to receive or participate in, any Health Management Program or other services provided to **Members** cease on the effective date of the withdrawal or removal of a **Member**; provided, however, the **Board** may approve a separate contract to provide such services to a withdrawn or removed **Member**.

(b) A **Former Member** shall continue to have all the obligations of a **Member** for purposes of any **Coverage** provided to the **Former Member**, including, without limitation, to be fully obligated for its portion of any claim against the assets of any **Loss Years** providing **Coverage** to the **Former Member**, all payments to **Health TP of Ohio** relating to the funding of any **Loss Year** providing **Coverage** to the **Former Member**, all payments to **Health TP of Ohio** relating to the administration of any **Coverage** provided to the **Former Member**, and all rules and policies adopted by the **Board** relating to the **Coverage** provided to the **Former Member**. **Former Members** may participate in meetings in any **Loss Year** in which it still has **Coverage**.

Section 3.15 Duties of Former Voting Members. **Former Voting Members** that have not withdrawn as **Members** shall continue to be fully obligated for: its portion of any claim against the assets of any **Loss Year** for **Liability Coverage** provided to the **Former Voting Members**, all payments to **Health TP of Ohio** relating to the funding of the **Coverage Periods** of the **Liability Coverage** provided to the **Former Voting Member**, all payments to **Health TP of Ohio** relating to the administration of any **Coverage Periods** of the **Liability Coverage** provided to the **Former Voting Member**, and all rules and policies adopted by the **Board** relating to the **Liability Coverage** provided to the **Former Voting Member**.

Section 3.16 Right to Participate at Meetings of the Board.

All **Members** and **Former Members** shall have the right to participate in meetings of the **Board** in accordance with reasonable procedures established by the **Board**. However, only **Trustees** may vote on matters before the **Board**.

Section 3.17 Special Assessments.

From time to time hereafter, the **Administrator** may recommend to the **Board**, and the **Board** may require upon majority vote of those present that **Members**, including withdrawn or

terminated **Members**, make supplementary payments to the **Pool** for any necessary or appropriate purpose or where there is reasonable concern that funds then available to the **Pool** will not be sufficient to meet the responsibilities of the **Pool**. All assessments for supplementary payments shall be made proportionately among the **Members** of the **Pool** for the year as to which the assessment relates.

ARTICLE IV THE BOARD

Section 4.1 Membership. Each **Voting Member** shall be entitled to appoint one **Trustee**.

Section 4.2 Appointment of Trustees. Each **Voting Member**, with the consent of the **Voting Member's Board** or legislative body in the form of a resolution, shall appoint a **Trustee** and may appoint one or more alternate **Trustees** who may serve and vote, but under no circumstances will any **Member** have more than one vote regardless of the number of **Trustees** in attendance. In the event of a disagreement among **Trustees** and alternate **Trustees** for a **Member** on a vote, the vote of the **Trustee** and not the alternate will control. The **Voting Member** shall give notice to **Health TP of Ohio** of its appointment or removal of a **Trustee** or an alternate **Trustee**. Any **Trustee** or alternate **Trustee** appointed by a **Voting Member** shall continue to perform the duties of a **Trustee** or an alternate **Trustee** until the **Voting Member** has given notice to **Health TP of Ohio** of the removal of the **Trustee** or the alternate **Trustee**. All notices to **Health TP of Ohio** appointing or removing any **Trustee** or alternate **Trustee** shall include a copy of the resolution of the **Board** or legislative body of that **Voting Member** consenting to the appointment or removal.

(a) **Powers and Duties.** The **Board** shall be the governing body of **Health TP of Ohio**. Its powers include, but are not limited to:

- (i) Setting policies and procedures for **Health TP of Ohio**, the **Members**, the **Administrator** and **Health TP of Ohio's** employees and agents.
- (ii) Approving the annual budget of **Health TP of Ohio**.
- (iii) Developing an allocation of net worth.
- (iv) Determining all **Pool Contribution Factors**.
- (v) Hiring an **Administrator**.
- (vi) Providing for the compensation of the **Administrator** and **Health TP of Ohio's** employees and agents.
- (vii) Approving the **Membership** of new **Members** and the **Voting Membership** of new **Voting Members**.

- (viii) Removing **Members**.
- (ix) Resolving disputes raised by a **Member** in accordance with Article XI.
- (x) Determining the time and the amount of all payments from **Members** and **Former Members** to **Health TP of Ohio**.
- (xi) Acquiring and providing any **Coverage**.
- (xii) Approving **Health TP of Ohio's** participation or **Membership** in other entities.
- (xiii) Performing such other duties necessary to carry out the purposes of **Health TP of Ohio** under this **Agreement**, the **Joint Self Insurance Act**, the **Nonprofit Corporation Act** and other laws of the State of Ohio and the United States of America.

Section 4.3 Meetings. Regular meetings of the **Board** shall be held a minimum of four times each **Coverage** year. Special meetings of the **Board** may be called by the **Administrator, President**, or a majority of **Trustees**. Notice of any special meeting shall be given to all **Members** and **Former Members** eligible to participate in meetings of the **Board**, by the person or persons calling the special meeting at least seven days prior to the date of the special meeting. The **Administrator** shall give notice of the date of every regular meeting of the **Board** to all **Members** and **Former Members** at least five days prior to each regular **Board** meeting.

Trustees may attend meetings in person, by telephone, by electronic/video conferencing, or in any other manner approved by the **President** or **Administrator**.

Section 4.4 Quorum and Voting. A majority of all **Trustees** shall constitute a quorum for any meeting. Approval of budgets, **Coverages** and **Pool Contribution Factors** require the affirmative vote of two-thirds of the **Trustees** present at a meeting. Matters requiring the affirmative vote of two-thirds of all **Trustees** or two-thirds of the **Trustees** present at a meeting shall be by roll call. All other matters may be approved by a majority of the **Trustees** present at a meeting and may be by voice vote unless a **Trustee** requests a roll call vote. A **Trustee** can participate by electronic means and need not be physically present at a meeting of the **Board** for purposes of determining a quorum and to vote.

Each **Trustee** shall be entitled to one vote on each matter voted upon by the **Board**.

Section 4.5 Delegation to Administrator. The **Board** may vote to delegate some or all of its powers and duties (set forth in Section 4.2 above) to the **Administrator**.

ARTICLE V OFFICERS

Section 5.1 Officers. At the first regular meeting of the **Board**, the **Board** shall elect a **President**, a **Vice President**, a **Treasurer** and a **Secretary**. Thereafter, officers shall be elected at the first meeting of the **Board** immediately succeeding the commencement of a **Coverage Period**. The terms of the officers shall commence immediately following the meeting at which they are elected and their terms shall continue until their successors are elected.

Any officer may resign by giving notice to the **Secretary** and the **Administrator**, or in the event of the resignation of the **Secretary**, notice to the **President** and the **Administrator**. A resignation shall be effective as of the date stated in the resignation or if no date is stated in the resignation, upon the election of a successor. Notice of any resignation shall be given to all **Trustees** by the **Administrator**.

Section 5.2 Removal. All officers serve at the pleasure of the **Board** and are subject to removal at any time.

Section 5.3 Vacancies. Any vacancy in an office shall be filled by the **Board**.

Section 5.4 President. The **President** shall be a **Trustee** or an alternate **Trustee**. The **President** shall preside at all meetings of the **Board**. The **President** shall exercise supervision over the business of **Health TP of Ohio**. The **President** shall perform such other duties and have such other authority as may be prescribed by the laws of the State of Ohio or may be assigned to him from time to time by the **Board**.

Section 5.5 Vice President. The **Vice President** shall be a **Trustee** or an alternate **Trustee**. The **Vice President** shall perform the duties and have the authority of the **President** during the absence or disability of the **President**, and shall preside at the meetings of the **Board** when and while the **President** is absent from such meetings. The **Vice President** shall perform such other duties and have such other authority as may be assigned to him from time to time by the **Board**.

Section 5.6. Treasurer. The **Treasurer** may, but is not required to be, a **Trustee** and shall be the fiscal officer of **Health TP of Ohio**. The **Treasurer** shall have the care and custody of the funds of **Health TP of Ohio** and may, on behalf of **Health TP of Ohio**, endorse for deposit or collection, and may deposit, all drafts, checks, notes and other instruments and orders for the payment of money to **Health TP of Ohio** or its order, and may sign receipts therefore. The **Treasurer** is empowered, on behalf of **Health TP of Ohio**, to endorse checks on which **Health TP of Ohio** is designated as a joint payee for its own protection under leases, contracts, insurance settlements and other documents; and to deliver such checks to the other payees or such persons as are properly entitled to receive the same; and to report each transaction of this nature to the **Board**.

The **Treasurer** is authorized to sign all vouchers for payments to be made by **Health TP of Ohio** and checks, drafts, notes and other obligations of **Health TP of Ohio** for the payment of money by **Health TP of Ohio**.

The **Treasurer** shall keep accurate books of account of all transactions of **Health TP of Ohio**.

The **Treasurer** shall have such other authority and perform such other duties as are prescribed by the laws of the State of Ohio or may be assigned to him from time to time by the **Board**.

Section 5.6 Secretary. The **Secretary** may, but is not required to, be a **Trustee**. The **Secretary** shall attend all meetings of the **Board** and any committees. The **Secretary** shall keep accurate records of the proceedings at all such meetings. The **Secretary** shall have such other authority and perform such other duties assigned to him from time to time by the **Board**.

Section 5.7 Assistant Treasurer and Secretary. The **Board** may appoint one or more persons as an **Assistant Treasurer** or as an **Assistant Secretary**. An **Assistant Treasurer** or an **Assistant Secretary** may, but is not required to, be a **Trustee**. Each **Assistant Treasurer**, unless otherwise specified by the **Board**, may perform any and all of the duties of the **Treasurer** and may perform such other duties as may be assigned from time to time by the **Board** or the **Treasurer**. Each **Assistant Secretary**, unless specified by the **Board**, may perform any and all duties of the **Secretary** and may perform such other duties as may be assigned to him from time to time by the **Secretary** or the **Board**.

ARTICLE VI COMMITTEES

Section 6.1 Committees. The **Board** may from time to time create committees, the **Members** and chair of which shall be appointed by the **President** unless otherwise provided by the **Board**. The **President** may appoint persons who are not **Trustees** to any committee as ex-officio **Members**. Each committee shall have only the power and duties expressly conferred upon it by the **Board**, and serve at the pleasure of the **Board**.

Section 6.2 Committee Meetings. Committees shall meet when requested by the **President** or the chair of the committee. In the absence of a chair, if a majority of the **Members** of a committee are present, a temporary chair may be selected by the committee.

Section 6.3 Authority of Committees. Except as expressly provided herein, committees shall not have the authority to make decisions for the **Board** or **Health TP of Ohio**. The role of committees is to review and comment on proposals or matters that will ultimately be submitted to the **Board**. The **Board** may delegate to a committee the authority to make a decision on a particular matter. Such delegation must be approved by a vote of the **Board**. In those instances in which the **Board** has delegated to a committee the authority to make a decision on a particular matter, only **Trustees** serving on the committee shall have voting privileges.

**ARTICLE VII
ADMINISTRATION**

Section 7.1 Duties of Administrator.

(a) The **Ohio Transit Risk Pool** is the **Administrator** and shall perform the duties assigned to it by this **Agreement** or assigned to it from time to time by the **Board** or the **President**.

(b) The **Administrator** shall report to the **Board** on all matters for which it is responsible.

(c) The **Administrator**:

- (i) May sign, on behalf of **Health TP of Ohio**, all contracts, leases, bonds, notes and other instruments and documents either approved by the **Board** or pursuant to authority granted to the **Administrator** by the **Board**.
- (ii) Have supervisory control over all employees and agents of **Health TP of Ohio**, including the authority to recruit, select, hire, discipline and terminate the employees and agents of **Health TP of Ohio**.
- (iii) Develop and submit to the **Board** proposed **Coverages** and **Pool Contribution Factors** for the **Members**.
- (iv) Prepare and submit to the **Board** an annual budget; shall maintain operations and expenditures within the budget; and shall establish budget procedures and maintain supervision over budget controls.

**ARTICLE VIII
COVERAGES AND FUNDING**

Section 8.1 Provision of Coverages. The **Board** may create, acquire and provide to the **Members** any **Coverage** permitted by the laws of the State of Ohio with such scope, terms, conditions, provisions, limitations and deductibles as determined by the **Board**.

Section 8.2 Establishment of the Fund(s). The **Board** shall establish one or more funds, which shall consist of **Member Contributions** in amounts it deems sufficient to fund the administrative expenses of the **Pool**, to purchase excess health insurance, stop-loss insurance, or reinsurance for the **Pool**, to pay current year claims and claim expenses, and to establish and maintain sufficient reserves. For each **Loss Year**, the **Board** shall determine the **Pool Contributions** Factor for each **Member**, based upon the expected costs for the **Pool** in the next **Loss Year**, the loss history of the **Member**, and any other factors deemed appropriate by the **Board**.

Section 8.3 Mandatory Reserve. The **Board** may establish a mandatory reserve for the purposes of protecting the fund from future losses and maintaining fiscal solvency. This reserve shall be set aside for contingencies and potential unforeseen liabilities such as a spike in claims payments in excess of expected. Should additional **Contributions** be required to achieve the reserve funding target, the **Administrator** may require a supplementary payment by the **Members**, as set forth in Section 3.17 of this **Agreement**.

Section 8.4 Coverage Period. The **Coverage Period** shall run from January 1 through December 31 of any given **Loss Year**.

Section 8.5 Notices. The **Board** shall determine and give notice of each **Coverage** provided to each **Member** and each **Former Member**, including the amount of payment for such **Coverage** and the date or dates upon which payments are due.

Section 8.6 Distributions to Members.

(a) The **Trustees** may from time to time declare a distribution to be paid to **Members**, and shall, if it so declares, fix a record date for determining the **Members** entitled to such distribution, which record date shall be as of the end of a month. Distributions shall be based on a formula adopted by **Trustees**.

(b) If a **Member** is thirty (30) or more days in arrears on any material premium, **Contribution** or other obligation owed to the Corporation, it shall not be entitled to receive any distribution declared by the **Trustees**.

(c) Upon liquidation or dissolution of the Corporation, each **Member** shall be entitled to receive a distribution, after all liabilities and obligations of the **Pool** and the **Membership** have been discharged, and based on such **Member's** share of the **Pool's** net worth.

(d) In lieu of receiving a cash distribution, a **Member** may direct the **Administrator** to apply the amount of the distribution in satisfaction of future payments due to the **Pool** by the **Member**. Such funds shall be considered **Members Funds** on account and shall be considered a liability to the **Pool**.

Section 8.7 Distributions on Termination or Withdrawal of Membership.

If a **Member** withdraws or if a **Member's Membership** is terminated, The **Pool** shall not return the balance of any of that **Member's** share of the **Pool's** net worth, if any, until the policy years during which the withdrawn or terminated **Member's** participated in the **Pool** have been formally **Closed** by vote of **Trustees**.

Payment by the **Pool** of any distributions to such **Member** upon termination or withdrawal may be made in one (1) or more installments, over a period not to exceed one (1) year, commencing not earlier than one hundred twenty (120) days after a **Trustees'** vote to close the policy years during which the withdrawing **Member** participated in the **Pool**. Distributions shall be without interest.

In the event a **Member** withdraws or if a **Member's Membership** is terminated, the **Pool** shall return the balance of any **Members Funds** held on account after distribution, only if all outstanding payments and future payment obligations to the **Pool** have been met.

Section 8.8 Determination of Net Worth.

(a) The **Pool's** net worth at the end of any fiscal year shall be the contributed and earned surplus of the **Pool** as stated in the audited financial statements using Generally Accepted Accounting Principles.

(b) A **Member's** share of the **Pool's** net worth shall be determined annually based on a methodology to be adopted by **Trustees**. Each **Member** shall be credited or debited with its pro rata share of the net income or loss of the **Pool** as determined in the audited financial statements prepared in accordance with Generally Accepted Accounting Principles. Each **Member** shall also be debited for any distributions (whether declared by the **Board** or paid on account of withdrawal or termination of **Membership**).

ARTICLE IX AUDITS AND REPORTS

Section 9.1 Annual Audit. The **Board** shall retain a certified public accounting firm to perform an annual audit of the finances of **Health TP of Ohio**. The annual audit shall be delivered to all **Members** and **Former Members**.

Section 9.2 Actuarial Audit. The **Board** shall hire an independent contractor to prepare an actuarial audit of the claims for **Coverage**, including incurred but not reported liabilities and losses, as required by Section 9.833 of the Ohio Revised Code. Such actuarial audit shall be conducted at least annually or at such other times required by the laws of the State of Ohio or determined by the **Board**. The actuarial audit shall determine the adequacy of each **Loss Year** of each **Pool** to satisfy claims made and claims actuarially expected to be made in the future against each **Loss Year** of each **Pool**.

ARTICLE X INVESTMENTS

Section 10.1 Investment Policy. The **Board** shall adopt a policy for the investment of all funds of **Health TP of Ohio** that shall provide for: the safety of the principal of such funds, sufficient liquidity to permit **Health TP of Ohio** to meet all of its financial obligations, and a satisfactory rate of return on the investments.

ARTICLE XI DISPUTE RESOLUTION

Section 11.1 Administrator Determination. A **Member** or a **Former Member** that objects to the application of any policy, program or **Coverage of Health TP of Ohio** or to any **Pool Contribution Factor** assigned to the **Member** or **Former Member**, or any action of the **Board**, the **Board** or **Health TP of Ohio's** employees or agents, shall provide notice of its objection to the **Administrator**. The **Administrator** shall review the objection and the policy, program, **Coverage**, **Pool Contribution Factor**, or action in dispute. Within 45 days of his receipt of the **Member's** or **Former Member's** objection, the **Administrator** shall provide to the **Member** or **Former Member** a written determination regarding the **Member's** or **Former Member's** objection.

Section 11.2 Board Hearing. Any **Member** or **Former Member** that is not satisfied with any determination of the **Administrator** made pursuant to Section 11.1 may request, by notice to the **President**, a review of the determination of the **Administrator** by the **Board**. That request shall include a written summary of the **Member's** or **Former Member's** rationale for its dissatisfaction with the determination of the **Administrator**. Upon receipt of the request, the **President** shall schedule a hearing on the matter at the next regular meeting of the **Board**, or in his sole discretion, may call a special meeting of the **Board** to have a hearing on the matter. The notice for the meeting at which the hearing is to be held shall include a copy of the determination of the **Administrator** and the **Member's** or **Former Member's** request for the hearing.

At the hearing, the **Board** shall permit both the **Administrator** and the **Member** or **Former Member** an opportunity to provide any additional information or provide any explanation or rationale regarding the matter.

After discussing the matter in executive session, at its option, the **Board** shall determine the matter at that meeting, or shall adjourn the hearing to the next meeting of the **Board** and shall determine the matter at that next meeting of the **Board**. The **Board's** determination of the disputed policy, program, **Coverage**, **Pool Contribution Factor** or action shall be final.

ARTICLE XII AMENDMENT

Section 12.1 Presentation of Amendment. Any **Member** or the **Board** may present one or more amendments to this **Agreement**. The proposed amendment shall be given in writing to all **Members** at the same time.

Section 12.2 Approval of Amendments. An amendment or amendments to this **Agreement** shall be approved by two-thirds of all **Voting Members**. Such approvals must be accomplished within 120 days after notice of the proposed amendment or amendments is given, and each approval must be by the **Board** or legislative body of each **Voting Member** in the form of a resolution.

Section 12.3 Effective Date of Amendment. Any amendment to this **Agreement** shall be effective immediately upon its approval by two-thirds of the **Voting Members**.

ARTICLE XIV INDEMNIFICATION

Section 13.1. The **Pool** shall indemnify any officer or director who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, administrative, or investigative at its expense (including without limitation, reasonable attorneys' fees, filing fees) judgments, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the **Pool**. A person claiming indemnification under this Section 14.1 shall be rebuttably presumed, in respect of any act or omission giving rise to this claim for indemnification, to have acted in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of the **Pool**.

Section 13.2. Anything contained in this **Agreement** or elsewhere to the contrary notwithstanding, the **Pool** shall not indemnify any officer or director who is a party to any completed action or suit instituted against, by, or on behalf of the **Pool** for reason that he/she is or was a director or officer of the **Pool**, with respect to any claim, issue or matter asserted in such action or suit as to which such person shall have been adjudged to be liable for acting with reckless disregard for the best interest of the **Pool** or misconduct (other than negligence, misfeasance, malfeasance and/or nonfeasance) in the performance of duties owed to the **Pool** unless and only to the extent that any court in which this action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, such person is fairly and reasonably entitled to such indemnity under the terms of this **Agreement**.

Section 13.3. Any indemnification required under 13.1 and not precluded under Section 13.2 shall be made by the **Pool** only upon the determination that such indemnification of an officer or director is proper in this circumstances, because he/she has met the applicable standard of conduct set forth in Section 13.1. Such a determination may be made only: (a) by a majority vote of the directors who were not and are not parties to, or threatened with any such action, suit or proceeding or (b) by the court in which such action, suit or proceeding was brought, if any.

Section 13.4. The indemnification provided for in this Article 13 shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.1 Notices. All notices permitted or required by this **Agreement** shall be written and delivered, by first class mail postage prepaid, to the **Notice Address** of each required recipient; provided, however, notices of the withdrawal of a **Member** or **Voting Member**, a hearing on the removal of a **Member**, or a hearing on any request for a hearing regarding a determination of the **Administrator**, shall be sent by certified mail to the required recipient.

Section 14.2 Contractual Obligation. This **Agreement** shall constitute a contract among the **Members** and **Former Members**. The obligations and responsibilities of the **Members** and **Former Members** set forth herein, including the obligation to take no action inconsistent with this **Agreement** shall remain a continuing obligation and responsibility of each **Member** and each **Former Member**. The terms of this **Agreement** may be enforced in a court of law by **Health TP of Ohio** or any of the **Members** or **Former Members**.

The consideration for the duties herein agreed to by the **Members** or **Former Members** to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the **Members** and **Former Members** set forth herein. Provided, however, that except to the extent of the limited financial **Contributions** to **Health TP of Ohio** permitted hereby, no **Member** or **Former Member** agrees or contracts herein to be held responsible for any claims in tort or contract made against any other **Member** or **Former Member**. The **Members** and **Former Members** are not created as between or among any **Members** or **Former Members** any relationship of surety, indemnification or responsibility for the debts of or claims against any other **Member** or **Former Member**.

Section 14.3 Counterparts. This **Agreement** may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument.

Section 14.4 Severability. In case any section or provision of this **Agreement**, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason.

(a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not combined herein or therein,

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 14.5 Captions. The captions and headings in this **Agreement** are for convenience only and in no way define, limit or describe the scope or the intent of any provisions, sections or articles of this **Agreement**.

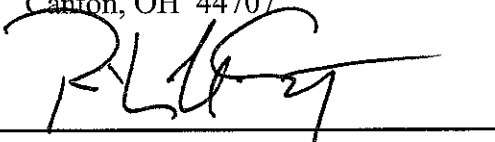
Section 14.6 Governing Law and Choice of Forum. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question regarding **Health TP of Ohio** and the **Members** arising out of or relating to this **Agreement** or its breach will be decided in Franklin County, Ohio Common Pleas Court.

IN WITNESS WHEREOF, SARTA, Metro RTA, TARTA
has caused this **Agreement** to be signed for ~~it~~ and in ~~its~~ name and on ~~its~~ behalf by ~~its~~ duly
authorized representative. *them their their*

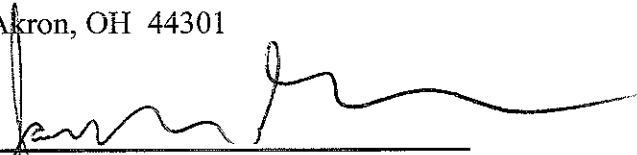
Date: 10-29-2013

By: 

Mr. Kirt Conrad
Executive Director
Stark Area Regional Transit Authority
(SARTA)
1600 Gateway Blvd SE
Canton, OH 44707

By: 

Mr. Richard Enty
Metro Regional Transit Authority
(Metro RTA)
416 Kenmore Blvd.
Akron, OH 44301

By: 

Mr. James Gee
Toledo Area Regional Transit Authority
(TARTA)
1127 W. Central Ave.
Toledo, OH 43697

BCRTA Resolution No: 21-06-03

Amending the FY2021 Accrual Operating Budget for the Butler County Regional Transit Authority (BCRTA).

Whereas the FY2021 accrual budget and associated appropriations have become insufficient due to unforeseen changes and funding opportunities created by the Coronavirus Pandemic; and

Whereas it is the desire of the BCRTA to amend and appropriate the following funds to provide for the operating expenses of the agency during the remainder of FY2021:

Amended FY2021 Accrual Budget Summary (details contained in attached Exhibit):

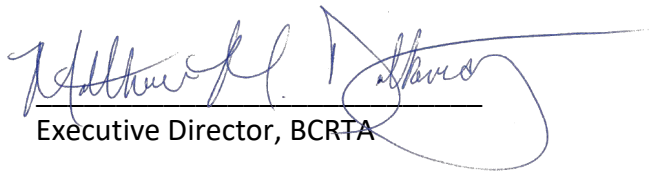
Revenues:	\$8,170,454
Expenses:	\$6,417,331

Now therefore be it resolved that the BCRTA Board of Trustees hereby authorizes the adoption of the attached Amended FY2021 Accrual Operating Budget.

Approved: June 16, 2021



Board President, BCRTA



Executive Director, BCRTA

2021 Proposed Operating Budget

Draft - Subject to Board Approval

	2021 Actual Budget	2021 Budget Revised	Change	
Revenues				
Passenger Fares	75,000	96,000	21,000	DR has performed better than expected even through the pandemic.
Contract Fares	129,500	129,500	-	
Partnership Transit Rev.	1,850,000	1,850,000	-	
Transit Development Rev.	1,500,000	1,950,000	450,000	Miami placed more service in 2021 than expected.
Management Services	245,280	245,280	-	
Other Services	-	-	-	
Interest & Other	29,000	29,000	-	
Agency Funding	38,000	38,000	-	
State Funding	312,803	312,803	-	
Federal Funding	3,207,376	3,000,000	(207,376)	Expenses now budgeted to be lower and some 5307 50% funds used earlier in year.
Park-n-Ride Program	560,000	519,871	(40,129)	Using actual contracted amount.
In-Kind Items	-	-	-	
Total Revenues	7,946,959	8,170,454	223,495	
Expenses				
Wages	3,298,685	3,000,000	(298,685)	Budgeted for full driving staff, and additional training and maintenance staff. Hiring challenges persist.
Fringes	1,104,343	1,200,000	95,657	Lower than anticipated wages offset by addition of Health Insurance.
Services	597,200	597,200	-	
Materials & Supplies	575,700	630,000	54,300	Rising fuel costs.
Utilities	122,500	122,500	-	
Insurance	236,360	236,360	-	
Taxes	-	-	-	
Purchased Transportation	560,000	519,871	(40,129)	Using actual contracted amount.
Misc. Items	61,400	61,400	-	
Leases & Rentals	-	-	-	
Contingency	50,000	50,000	-	
Total Expenses	6,606,188	6,417,331	(188,857)	
Gain/Loss before Depr, NP & OPEB Exp	1,340,771	1,753,123	412,352	To cover Local share of Depreciation, Net Pension & OPEB Expenses
BCRTA share of Depreciation	(324,000)	(324,000)	-	BCRTA share of Depr = approx \$27K/mo.
Est. Net Pension & OPEB Expenses	(818,495)	(818,495)	-	Estimated Net Pension & OPEB Expense
			-	
Gain/Loss	198,276	610,628	412,352	

BCRTA Resolution No. 21-06-04

Amending FY2021 Appropriations and Acceptance of the Butler County Regional Transit Authority (BCRTA) Fiscal Officer's Amended Certification of Funds and Estimation of Revenues.

Whereas the FY2021 appropriations for the Butler County Regional Transit Authority (BCRTA) established via BCRTA Resolution 20-11-02 have become insufficient due to unforeseen changes and funding opportunities created by the Coronavirus Pandemic; and

Whereas on June 16th, 2021 the BCRTA Board of Trustees amended the FY 2021 Accrual Operating Budget to address these unforeseen changes; and

Whereas the BCRTA Board of Trustees authorizes the following amended fiscal year appropriations and accepts the amended fiscal officer certification of funds and estimation of revenues as follows:

FY2021 Funds & Appropriations as Amended

Projected Cash Balance 1-1-2021	\$ 2,540,007
Estimated Revenues	\$ 11,360,944
Authorized Appropriations	\$ 10,208,728

Projected Year-End Funds	\$ 3,692,223

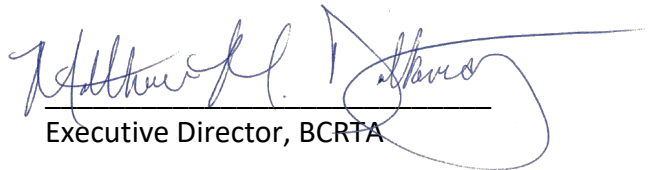
Now therefore, be it resolved:

That the BCRTA Board of Trustees hereby authorizes the above amended FY2021 appropriations and accepts the amended fiscal officer's certification of funds and estimation of revenues. Be it further resolved that the BCRTA Secretary/Treasurer is authorized to do all things necessary to enact this resolution.

Approved: June 16, 2021



Board President, BCRTA



Executive Director, BCRTA

Butler County Regional Transit Authority (BCRTA)

I, Delene Weidner, Fiscal Officer of the BCRTA, hereby certify the following:

Estimated Cash Balances as of 1-1-21 (General Transit Fund)

On Deposit - Checking	143,125.00
On Deposit - Savings I	2,334,010.36
On Deposit - Savings II	61,871.49
BCRTA Petty Cash Fund	<u>1,000.00</u>
	2,540,006.85

Estimated Revenues for FY2021 (General Transit Fund)

BCRTA - FY21 Receivables	<u>255,000.00</u>	
	255,000.00	
FY2021 Operations		
Passenger Fares	96,000.00	
Contract Revenues	129,500.00	
Partnership Transit Revenues	1,850,000.00	
Sale of Services	245,280.00	
Transit Development Program	1,950,000.00	
Park-n-Ride Program	519,871.00	
Federal Operating Funds	3,000,000.00	
State Operating Funds	312,803.00	
Agency Operating Funds	38,000.00	
Other Revenues	<u>29,000.00</u>	
	8,170,454.00	
Federal Capital Grant Funds	2,525,258.78	Increased to fund Chestnut Fields
State/Other Capital Grant Funds	<u>410,231.00</u>	Increased due to State UTP funding Communication system
	2,935,489.78	
Total Funds Available	13,900,950.63	

Anticipated Appropriations for FY2021 (General Transit Fund)

BCRTA - FY21 Payables	<u>255,000.00</u>	
	255,000.00	
FY2021 Operations		
Wages	3,000,000.00	
Fringes	1,200,000.00	
Services	597,200.00	
Materials & Supplies	630,000.00	
Utilities	122,500.00	
Insurance	236,360.00	
Taxes & Fees	-	
Purchased Transportation	519,871.00	
Misc. Items	61,400.00	
Leases & Rentals	-	
Contingency	<u>50,000.00</u>	
	6,417,331.00	
FY2021 Capital Items		
Revenue Vehicles & Related Items	1,403,593.75	
Transit Centers & Facility Improvements	877,422.73	Increase due to project (Chestnut) progressing faster than projected.
Equipment, Technology, Amenities & Other	<u>1,255,380.00</u>	Moved up the communication system replacement to 2021.
	3,536,396.48	
Total Appropriations	10,208,727.48	
Projected Funds Available 12-31-21	3,692,223.15	


Delene Weidner (Jun 9, 2021 10:53 EDT)
Delene Weidner - Fiscal Officer, BCRTA 6/10/2021

BCRTA Resolution No. 20-11-02

Authorization of FY2021 Appropriations and Acceptance of the Butler County Regional Transit Authority (BCRTA) Fiscal Officer's Certification of Funds and Estimation of Revenues.

Whereas the FY2020 appropriations for the Butler County Regional Transit Authority (BCRTA) will expire on December 31, 2020, and

Whereas on November 18, 2020 the BCRTA Board of Trustees adopted a FY 2021 Accrual Operating Budget; and

Whereas additional appropriations to include FY2020 carryforward items and FY2021 capital expenditures must likewise be adopted by the BCRTA Board of Trustees; and

Whereas the BCRTA Board of Trustees authorizes the following fiscal year appropriations and accepts the fiscal officer certification of funds and estimation of revenues as follows:

FY2021 Funds & Appropriations

Projected Cash Balance 1-1-2021	\$ 2,540,007
Estimated Revenues	\$ 10,312,970
Authorized Appropriations	\$ 9,472,452


Projected Year-End Funds	\$ 3,380,525

Whereas the BCRTA Executive Committee has considered this resolution and is recommending Board adoption.

Now therefore, be it resolved:

That the BCRTA Board of Trustees hereby authorizes the above FY2021 appropriations and accepts the fiscal officer's certification of funds and estimation of revenues. Furthermore, that the BCRTA Secretary/Treasurer is authorized to do all things necessary to enact this resolution.

Approved: November 18, 2020


Chris Lawson (Nov 24, 2020 13:39 EST)
Board President, BCRTA


Executive Director, BCRTA

I, Delene Weidner, Fiscal Officer of the BCRTA, hereby certify the following:

Estimated Cash Balances as of 1-1-21 (General Transit Fund)

On Deposit - Checking	143,125.00
On Deposit - Savings I	2,334,010.36
On Deposit - Savings II	61,871.49
BCRTA Petty Cash Fund	1,000.00
	<u>2,540,006.85</u>

Estimated Revenues for FY2021 (General Transit Fund)

BCRTA - FY21 Receivables	<u>255,000.00</u>
	255,000.00
FY2021 Operations	
Passenger Fares	75,000.00
Contract Revenues	129,500.00
Partnership Transit Revenues	1,850,000.00
Sale of Services	245,280.00
Transit Development Program	1,500,000.00
Park-n-Ride Program	560,000.00
Federal Operating Funds	3,207,376.00
State Operating Funds	312,803.00
Agency Operating Funds	38,000.00
Other Revenues	29,000.00
	<u>7,946,959.00</u>
Federal Capital Grant Funds	2,001,011.00
State/Other Capital Grant Funds	110,000.00
	<u>2,111,011.00</u>

Total Funds Available 12,852,976.85

Anticipated Appropriations for FY2021 (General Transit Fund)

BCRTA - FY21 Payables	<u>255,000.00</u>
	255,000.00
FY2021 Operations	
Wages	3,298,685.00
Fringes	1,104,343.00
Services	597,200.00
Materials & Supplies	575,700.00
Utilities	122,500.00
Insurance	236,360.00
Taxes & Fees	-
Purchased Transportation	560,000.00
Misc. Items	61,400.00
Leases & Rentals	-
Contingency	50,000.00
	<u>6,606,188.00</u>
FY2021 Capital Items	
Revenue Vehicles & Related Items	1,403,593.75
Transit Centers & Facility Improvements	315,170.00
Equipment, Technology, Amenities & Other	892,500.00
	<u>2,611,263.75</u>

Total Appropriations 9,472,451.75

Projected Funds Available 12-31-21 3,380,525.10

Delene Weidner

Delene Weidner (Nov 24, 2020 13:41 EST)

Delene Weidner - Fiscal Officer, BCRTA

10/30/2020

TO: BCRTA Board of Trustees
FROM: Matthew Dutkevicz, Executive Director
Meagan Varney, Procurement and Compliance



RE: *Action Item 21-06-05 – Chestnut Fields A&E Services Part II*

June 9, 2021

STRATEGIC PLAN GOAL / OBJECTIVE

- Leverage competitive federal funding and forge mutually beneficial partnerships with organizations, including incubators, chambers, universities, start-ups, economic development bodies, and planning professionals.
- Develop multimodal infrastructure and wayfinding to create seamless user experiences.

RECOMMENDATION

Staff has been pleased with the performance of RL Bowen to date on Part I services. Staff recommends approval of a resolution authorizing the Executive Director to amend an agreement for Part II architecture & engineering services for the Chestnut Fields Multimodal Station & Shared Services Facility.

FINANCIAL CONSIDERATIONS

This is the second part of four phases in the engineering and design of the Chestnut Fields facility. Part I, authorized by the Board on November 18, 2020 (R20-11-08) for \$130,848, will be completed shortly and well within the Board authorized amount, expenses estimated to be just under \$100,000 upon completion.

Part II is proposed at \$284,700 with a 10% contingency for a total part II cost of \$313,170. Part II will include 30% design, additional National Environmental Policy Act (NEPA) requirements, and public outreach and participation.

Total expenses including Parts I & II shall not exceed \$440,018 at this time. BCRTA anticipates awarding Part III (100% design) and Part IV (bid phase services) before Q1 2022. If Bowen is selected for Parts III and IV they anticipate construction beginning in Spring or Summer 2022.

BUSINESS PURPOSE

The Oxford Multimodal project has been in the BCRTA strategic vision for many years and will address a lack of critical transit infrastructure within the City of Oxford to support BCRTA substantial Miami University service.

LEGAL CONSIDERATIONS

Bowen's contract has already been reviewed by legal counsel. A decision from Talawanda School District participation in the project is still pending.

BCRTA Resolution No. 21-06-05

Authorizing the Butler County Regional Transit Authority (BCRTA) Executive Director to Amend an Agreement for Part II Architecture & Engineering Services for the Chestnut Fields Multimodal Station & Shared Services Facility.

Whereas BCRTA solicited proposals for Architecture and Engineering Services for the Chestnut Street Multimodal Station & Shared Services Facility; and

Whereas BCRTA let solicitation #2020-014 for qualifications-based professional services consistent with Brooks Act procedures and 40 U.S.C. Section 1102 and U.S.C. Section 5325(d) in addition to a detailed technical proposal; and

Whereas BCRTA's request for proposals asked firms to provide preliminary architectural concept design/engineering services, preparation of NEPA documents in accordance with FTA regulations and architectural design engineering 10% - 30%, final architecture and engineering design 30% - 100%, and bid phase construction phase services, management, and closeout; and

Whereas the selection committee determined the proposal and qualifications proposed by Richard L. Bowen + Associates, Inc. to provide the best quality to BCRTA; and

Whereas the BCRTA Board of Trustees awarded Part I of the project scope to Richard L. Bowen + Associates via BCRTA Resolution 20-11-08 on November 18, 2020; and

Whereas BCRTA has monitored the quality of the services during Part I of the design phase and recommends continuing to work with Richard L. Bowen + Associates by amending the current contract to include Part II of the project scope.

Now therefore be it resolved:

That the BCRTA Board of Trustees hereby authorizes the BCRTA Executive Director to amend the contract, subject to legal review, between BCRTA and Richard L. Bowen + Associates, Inc. for the provision of Architecture and Engineering services for Part II elements of BCRTA Solicitation #2020-014 at a cost of \$284,700 plus a 10% contingency for a total not to exceed amount of \$313,170 for Part II and a total contract not to exceed \$440,018.

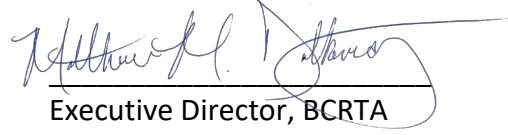
Be it further resolved that the BCRTA Board of Trustees hereby authorizes the Executive Director to advance negotiations consecutively and execute a contract with the second or third finalists only if a fair and reasonable agreement cannot be reached with the

preceding finalist(s). Any subsequent agreement shall be subject to the terms of this resolution.

Approved: June 16, 2021



Board President, BCRTA



Executive Director, BCRTA



CHANGE IN SERVICES AGREEMENT

Date Initiated:	June 1, 2021	CSA No.:	02
Client:	BCRTA	Contact:	John Gardocki
Project:	BCRTA Chestnut St. Multimodal Transit – Oxford, OH		
Project No.	13405.00	Date of Original Agreement:	February 26, 2021
Project Manager:	Ken Emling, AIA		

Description of Change in Services:

The BCRTA has requested a fee proposal from the Bowen Team for Part 2 of the project scope, as outlined in the original RFP. This proposed fee includes the work required for this task of the project, which will culminate in a design complete at the 30% level.

Fee:

Task 1:	\$ 258,930.00	Preliminary Design Documents (includes geotechnical report)
Task 2:	\$ 5,900.00	NEPA Compliance Process
Task 3:	<u>19,870.00</u>	Interagency Coordination / Public Process
Total:	\$ 284,700.00	

Change In Time Required as a result of this "Change in Services Agreement": 11 weeks from the NTP

Reason and/or justification for change in services:

The original contract was only for Part 1. All other project parts were to be considered additional services above and beyond the original contract amount.

Additional Comments:

Approved by:

Architect:	Date:
------------	-------

Allan L. Renzi, AIA , President

Client:	Date:
---------	-------

Signature

Print Name and Title

Please note that services cannot be performed until an executed copy of this document is received by the Architect. Client's signature is an authorization for the Architect to proceed with Additional Services in accordance with the terms and conditions of the Agreement between the Owner and the Architect for the Project.

cc: Project Manager
Accounting
Contract File

METRIC DASHBOARD

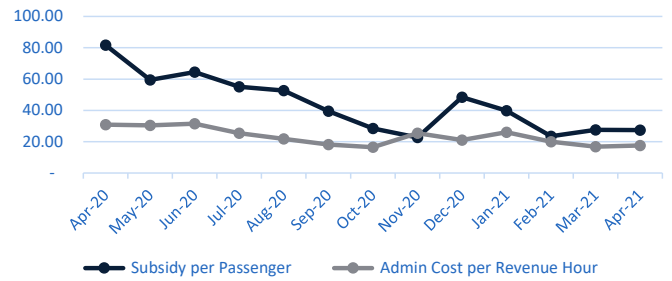
April 2021

Leveraging Competitive Funding & Partnerships

Average Fleet Age

3.62

Since Last Month 0.08 2.21%
Since Last Year (0.11) -3.04%



Enhancing Connectivity

BCRTA Transit App Users

1,238

Since Last Month 43 3.47%
Since Last Year 1,238 100.00%

BGO App Rides/Total BGO Rides

37.91%

Since Last Month 6.15% 16.22%
Since Last Year 30.33% 80.01%

BCRTA Transit App Downloads

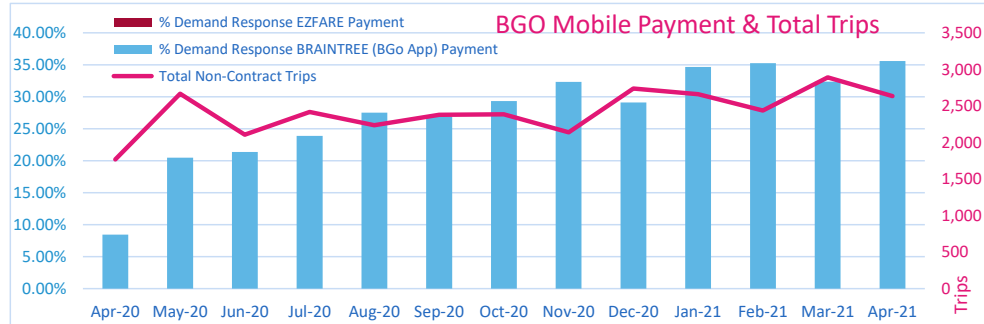
165

Since Last Month (7) -4.24%
Since Last Year 165 100.00%

BGO App Downloads

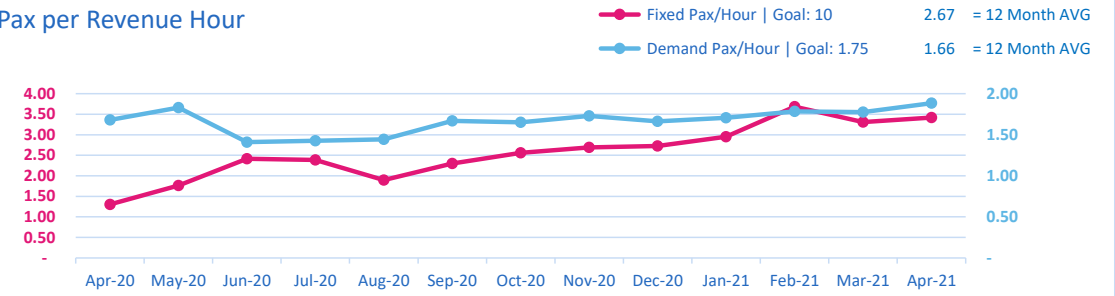
273

Since Last Month (44) -16.12%
Since Last Year 195 71.43%

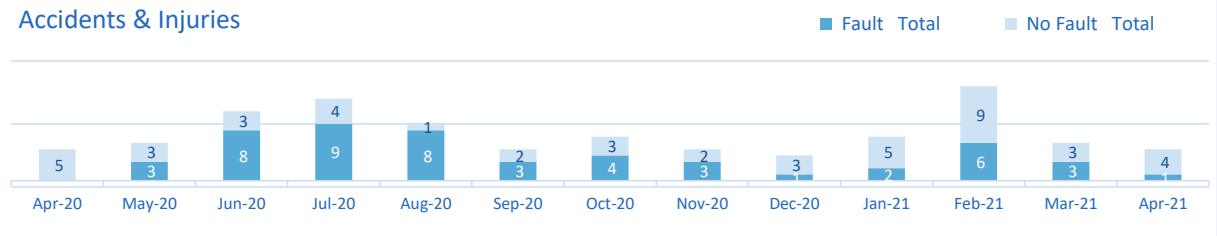


Improving Mobility & Eliminating Barriers

Pax per Revenue Hour



Accidents & Injuries



Target Operator Staffing

66%

Since Last Month 8.54%
Since Last Year -83.11%
12 Month Average 90.76%
GOAL 100.00%

Denials & Refusals/Total BGO

20.65%

Since Last Month 16.94%
Since Last Year 19.74%
12 Month Average 3.80%
GOAL 0.00%

Supporting Employers

42X Park & Ride Total Trips

529

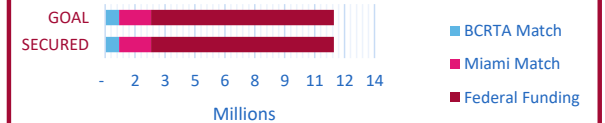
Since Last Month 211 40%
Since Last Year 198 37%

BGO Employment Trips

1,016

Since Last Month (250) -24.61%
Since Last Year 341 33.56%

Developing Multimodal Infrastructure



Days Until Chestnut Fields Completed

852



Director's Notes – June 2021

A. Metrics & Service

1. Miami University Service Levels

Miami and BCRTA have elected to suspend most summer service due to dramatically reduced enrollment. SafeRide will be expanded and remain for summer. Normal service is expected to return in August.

2. Vaccination Trips

BCRTA received \$222,231 from the State of Ohio for the "Rides to Community Immunity" program. Staff have prepared a webpage to help vaccine seekers find transportation at [COVID Vaccination Transportation - Butler County RTA](#). BCRTA is offering free BGo rides to individual riders, but capacity is limited due to driver shortages. Shawn Cowan, BCRTA mobility manager, is working with local groups, healthcare, and municipalities to consolidate resources and organize group rides when possible. We are soliciting new partners all the time. Please contact Shawn Cowan to make a connection: cowans@butlercountyrta.com

BCRTA is also investigating using this funding as an incentive to give a bonus of additional free rides for future purposes to riders that use BCRTA to get a vaccine or provide evidence of their COVID-19 vaccination.

B. Staffing & Facility

1. Staffing

BCRTA is currently seeking CDL and non-CDL drivers, driver trainers, and maintenance technicians. A biweekly email digest of open positions is available. Please contact Kristin Fryer, BCRTA HR Manager (fryerk@butlercountyrta.com) if you would like to be added to the mailing list.

BCRTA is also seeking a Planning and Special Project Manager as John Gardocki departs BCRTA June 10. Please wish John well as he relocates to the Columbus area.

BCRTA will also be seeking an HR Manager/Director in the event that the Board moves forward with health benefits this summer.

C. Planning

1. Transit Studies

City of Middletown and Middletown Transit (MTS) are presently engaged with WSP to provide a transit study evaluating some novel transit solutions and also examining existing routes and hub locations. BCRTA is assisting. Staff expect a completed report by Q3 2021.

Staff will be releasing an RFP this month to engage a planning consultant to prepare a system refresh and vision plan for the BCRTA.

2. Alternative Fuel Study

BCRTA is in the very early stages of discussing a joint engagement with Cincinnati Metro and TANK to evaluate regional needs and feasibility for future alternative fuel vehicles. SORTA was already planning to pursue the study and BCRTA was also considering a similar approach within the pending planning study. A joint contract should help defray costs and improve regional cooperation, visioning, and grant readiness.

Director's Notes – June 2021

3. Chestnut Street Multimodal Station

Bowen is nearing completion of Part 1 of the Chestnut Fields facility which will result in a conceptual design and completed documents for environmental clearance from FTA. BCRTA also seeks to execute a land lease with Miami University for the subject property next month.

Staff are recommending award of part II of the A&E services contract with RL Bowen at the June meeting to continue through 30% design of the proposed facility.

D. Outreach & Communications

1. Video Outreach

Shawn Cowan is working with a consultant to create and release several monthly videos advertising BCRTA services and how to use them. A "How to Ride" video should be released shortly and a new video focused on employee recruitment will be shot in late June.

E. Funding & Discretionary Grant Availability

1. CMAQ/STBG Call for Projects

OKI has recently solicited applications for CMAQ/STBG funding in FFY 2025 and 2026. BCRTA submitted an application for replacement of heavy-duty diesel buses that will be due in that time frame. Given the time distance to purchase, BCRTA will be pursuing an open award for battery-electric buses or hydrogen fuel cell vehicles. Grant needs for both fuels are estimated to be relatively similar. OKI has reported receiving \$56M in requests for more than 18 projects. \$40M is available.

2. CRRSAA & ARP

BCRTA has received final split calculations for CRRSAA and ARP funding. BCRTA will receive an additional \$4,286,995 from CRRSAA and \$7,712,897 from ARP.

3. ODOT Funding

BCRTA has now received an allocation for the Urban Transit program funding for this state fiscal year in the amount of \$300,231. Staff plan to apply these funds to the recently awarded communications project.

BCRTA is also waiting for award information for the pending ITS application which should be announced by July.

4. TABC - Enhanced Mobility of Seniors & Individuals with Disabilities (5310)

TABC was awarded a \$100,000 5310 grant to expand the Mobility Management program by OKI in May. Funding does not require local match this year due to CRRSAA.

Director's Notes – June 2021

F. On the Horizon ...

1. Virtual Board Meetings End JUNE 30, 2021

Legal counsel has advised that BCRTA may no longer conduct business virtually after the Governor's declaration of emergency ends June 30, 2021. As of July 1, BCRTA must return to in person public meetings consistent with R.C. 121.22. Please remember that masks are still required inside BCRTA facilities and vehicles through September 13 under orders issued by TSA.

BCRTA is scheduled to meet in person at Midpointe library for our regular August meeting. Thanks to Travis Bautz for hosting!

2. Code of Conduct

Operations staff are in the process of drafting a passenger code of conduct to address limited issues associated with loitering, hygiene, and courtesy. Staff expect to implement a policy before yearend.

3. Strategic Plan Roadblocks

Staff are anticipating some roadblocks or stoppers in some items listed on the latest strategic plan related to hiring drivers. The recent wage increase is helping but still not making BCRTA jobs competitive enough with the rest of the offerings available.

Staff will begin investigating other potential solutions including health insurance, and wage benchmarking as well as associated financial outcomes.

A salary study RFP is planned to be released over the summer.

4. Upcoming Procurements >\$25,000

- a) Short Range Planning Study
- b) Chestnut Fields A&E Part III
- c) Moser Court Master Plan
- d) Transit Station Exploratory A&E (on behalf of MTS)
- e) Commuter Services Marketing & Branding Services (on behalf of MTS)

Director's Notes – June 2021

Strategic Vision 2025

As Ohio's public transit innovator, BCRTA provides smart mobility options and infrastructure that seamlessly connect people to employers, educational, healthcare, and recreational destinations.

Leverage competitive federal funding and forge mutually beneficial partnerships with organizations, including incubators, chambers, universities, start-ups, economic development bodies, and planning professionals.

- Expand participation in NeoRide as appropriate to address needs and improve grant funding
- Sustain Miami University relationship, plan for future
- ~~Retain BVCSC and BCDD contracts~~
- Leverage MTS transit plan and maintain relationship with City of Middletown
- Improve DBE access
- Keep finger on pulse of autonomous tech
- Examine Cincinnati commuter service for ways to reduce cost (42X)

Enhance connectivity with constituents by leading in the implementation of new transit tech (onboard Wi-Fi tools).

- Test and expand onboard WIFI where possible
- Implement onboard validation for EZfare
- ~~Expand BGO app service~~
- ~~Launch new & updated website~~
- Expand use of real-time info signs and kiosks

Improve mobility access and eliminate barriers to ridership, especially for riders who may be elderly or have disabilities.

- ~~Reduce DR fares to \$5.00~~
- Make peak BGO service available
- Hire operators to address demand
- ~~Relocate customer service closer to riders~~
- Pursue payment options for unbanked
- ~~Consider free fixed route fares~~

Support employers with effective workforce transportation in at least 75% of Butler County's densest corridors.

- Evaluate existing R routes for effectiveness and reallocate to improved frequency or BGO as necessary
- Solicit BGO services in employer-dense areas.
- Evaluate options for Spooky Nook connectivity
- Address Butler/Warren connection in Monroe

Develop multimodal infrastructure and wayfinding to create seamless user experiences.

- Accelerate completion/progress for Oxford Multimodal facility
- Improve Hamilton/Warren County connectivity for fixed route and ADA
- ~~Eliminate paper transfers~~
- Address Transit Center convenience and utility (Hamilton, Oxford, Middletown)
- Improve regional connections with commuter service, rail, interurban bus, rideshare, bikeshare, scooters

BCRTA Board of Trustees Meeting Packet - 6-16-2021 - NOT portfolio

Final Audit Report


2021-06-17

Created:	2021-06-17
By:	Matthew Dutkevicz (dutkeviczmm@butlercountyrta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7dS-W_npCaohzE4J7uA8KPX2CP3qb5v9


"BCRTA Board of Trustees Meeting Packet - 6-16-2021 - NOT portfolio" History

 Document created by Matthew Dutkevicz (dutkeviczmm@butlercountyrta.com)

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 Document emailed to Chris Lawson (chris@hamiltonmill.org) for signature

2021-06-17 - 3:10:07 PM GMT

 Email viewed by Chris Lawson (chris@hamiltonmill.org)

2021-06-17 - 3:16:31 PM GMT- IP address: 66.249.88.150

 Document e-signed by Chris Lawson (chris@hamiltonmill.org)

Signature Date: 2021-06-17 - 3:18:33 PM GMT - Time Source: server- IP address: 216.68.85.140

 Agreement completed.

2021-06-17 - 3:18:33 PM GMT