

EXHIBIT

1

RESOLUTION NO. 021, SERIES 2020

AN EMERGENCY RESOLUTION TO INITIATE AN INVESTIGATION INTO ALLEGATIONS OF SEXUAL HARASSMENT AND OTHER MISCONDUCT AT TARC (AS AMENDED).

SPONSORED BY: PRESIDENT DAVID JAMES AND COUNCIL MEMBERS PIAGENTINI, ACKERSON, REED, ENGEL, BENSON, PARKER, GREEN, PURVIS, AND KRAMER

WHEREAS, Recent allegations regarding widespread sexual harassment at the Transit Authority of River City ("TARC") should be thoroughly investigated to understand what happened and what preventative measures might be taken going forward;

WHEREAS, the severity of allegations against the former Executive Director of TARC necessitate immediate action by Metro Council to investigate the allegations of sexual harassment, which requires the enactment of this Resolution as an emergency under Metro Council Rule 7.01;

WHEREAS, Under KRS § 67C.103(13)(f), the Legislative Council of the Louisville/Jefferson County Metro Government ("Metro Council") has the power to "[m]ake independent audits and investigations concerning the affairs of the consolidated local government and any board or commission that: 1. Is composed of members who are appointed by the mayor and approved by the legislative council; or 2. Has a budget that is equal to or greater than one million dollars (\$1,000,000.00), except that this subparagraph shall not apply to any fee officer elected within the consolidated local government;"

WHEREAS, Metro Council seeks to understand the existing processes at TARC intended to protect and support its employees, to provide a safe environment free of

sexual harassment and intimidation, and to provide full transparency into how TARC functions;

WHEREAS, Metro Council seeks to understand the process and decision to appoint Director Ferdinand Risco Jr. as the Executive Director of TARC;

WHEREAS, Metro Council will investigate these concerns regarding TARC in the Government Oversight and Audit Committee ("GOAC") to utilize powers set forth in KRS § 67C.103(14); and

WHEREAS, at the completion of the GOAC's investigation, Metro Council may take legislative action and make recommendations for changes in TARC policies and processes based upon GOAC's findings.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT ("METRO COUNCIL") AS FOLLOWS:

SECTION I: Louisville Metro Council, through the Government Oversight and Audit Committee, hereby initiates an investigation into the recent allegations of sexual harassment and misconduct at TARC. The scope of the investigation will include:

- Working with the GOAC, Counsel for GOAC/Louisville Metro Council, and its designated investigator.
- Exploring the hiring policies and practices of TARC (including but not limited to the Board of Directors for TARC), and Louisville Metro Government, by identifying current hiring policies and practices and analyzing them in conjunction with the allegations in this case.

- Identifying any errors or omissions in the process and decision leading to the appointment of Director Ferdinand Risco Jr. as the Executive Director of TARC.
- Identifying any shortcomings in training, policy, systems, and/or execution which occurred in the course of the processes and decisions leading to the appointment of Director Ferdinand Risco Jr. as the Executive Director of TARC.
- Identifying all relevant documents, policies, cultures, customs, processes, and practices which were in place at Louisville Metro Government or TARC and bore on the outcome of the processes and decisions leading to the appointment of Director Ferdinand Risco Jr. as the Executive Director of TARC.
- Identifying and Investigating any allegations of sexual harassment or other misconduct (including but not limited to financial mismanagement) occurring at TARC during Director Ferdinand Risco Jr.'s tenure as the Executive Director of TARC, or still occurring. For purposes of explanation, and not limitation, it is presently contemplated that investigative actions shall include Identifying and interviewing all persons while protecting and preserving victims rights, privacy, and anonymity (unless otherwise required by statute or law) and/or bodies who either:
 - made allegations against former Director Ferdinand Risco Jr. as the Executive Director of TARC,

- made allegations against any other TARC employee during former Director Ferdinand Risco Jr.'s tenure as the Executive Director of TARC,
- made allegations of ongoing misconduct at TARC,
- were presented with allegations of sexual harassment or misconduct occurring at TARC during former Director Ferdinand Risco Jr.'s tenure as the Executive Director of TARC,
- are believed to possess information relevant to any of the foregoing allegations, or information which may reasonably lead to information relevant to any of the foregoing allegations, or
- were materially involved in the process and decision leading to the appointment of Director Ferdinand Risco Jr. as the Executive Director of TARC

AND

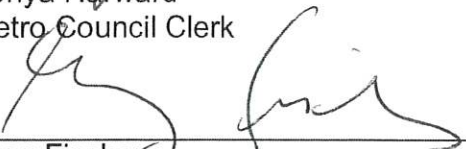
- Preparing and presenting a detailed investigative summary and timeline, with recommendations for possible action by Metro Council. For purposes of explanation, and not limitation, it is presently contemplated that said presentation, investigative summary, and timeline should demonstrate the manner in which each allegation was handled at each step of the process (if at all). Said presentation shall demonstrate what each person associated with the allegations knew with respect to the allegations, when they came into said knowledge, and what those person did when they came into said knowledge.

SECTION II: The Government Oversight and Audit Committee will conduct the TARC investigation with the legislative power contained in KRS §§ 67C.103(13)(f), 67C.103(14), and according to Metro Council Rule 4A.04(b).

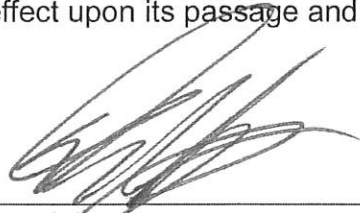
SECTION III: This Resolution shall take effect upon its passage and approval.



Sonya Harward
Metro Council Clerk



Greg Fischer
Mayor



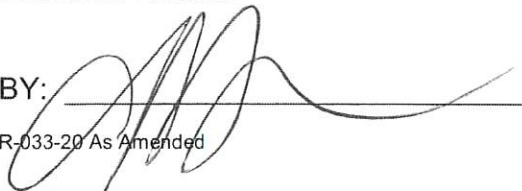
David James
President of the Council

3/3/2020

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Jonathan Ricketts

BY: 

R-033-20 As Amended

**LOUISVILLE METRO COUNCIL
ADOPTED
February 20, 2020**

EXHIBIT

2

RESOLUTION NO. 022, SERIES 2020

AN EMERGENCY RESOLUTION TO RETAIN THE PROFESSIONAL SERVICES OF DAVID BEYER TO ASSIST WITH THE INVESTIGATION ADOPTED IN RESOLUTION NO. 021, SERIES 2020.

SPONSORED BY: COUNCIL PRESIDENT DAVID JAMES AND COUNCIL MEMBERS ACKERSON AND PIAGENTINI

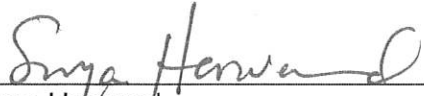
WHEREAS, the severity of allegations against the former Executive Director of Transit Authority of River City ("TARC") necessitate immediate action by Metro Council to investigate the allegations of sexual harassment and other misconduct, which requires the enactment of this Resolution as an emergency under Metro Council Rule 7.01.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: Louisville Metro Council hereby resolves to retain the professional services of David Beyer to assist with the Government Oversight and Accountability Committee with the investigation adopted in Resolution No. 021, Series 2020. The contract for professional services with David Beyer is appropriate up to, but is not to exceed, \$30,000. David Beyer will conduct the investigation at the direction of the Chair (and Vice Chair in the Chair's absence) of the Government Oversight and Accountability Committee and in compliance with Metro Council Rule 4A.04(b).

SECTION II: The Purchasing Department is hereby directed to process the attached contract pursuant to Louisville Metro's standard policies and procedures.


SECTION III: This Resolution shall take effect upon its passage and approval.



Sonya Hayward
Metro Council Clerk



David James
President of the Council



Greg Fischer
Mayor

3/3/2020

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Jonathan Ricketts

BY: 

R-034-20

**LOUISVILLE METRO COUNCIL
ADOPTED**
February 20, 2020

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO COUNCIL** herein referred to as “**METRO GOVERNMENT**”, and **PENCE AND WHETZEL PLLC**, with offices located at 9300 Shelbyville Road, Suite 1205, Louisville, Kentucky 40222 herein referred to as “**ATTORNEY**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to matters related to the Transit Authority of River City (“TARC”); and

WHEREAS, the Attorney has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Attorney shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Attorney’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Attorney, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Attorney. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. The services of Attorney shall include but not be limited to those described Louisville Metro Council Resolution Numbers R-033-20 and R-034-20.

II. FEES AND COMPENSATION

A. Attorney shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **ONE HUNDRED FIFTY DOLLARS (\$150.00)** per hour for a partner, **EIGHTY FIVE DOLLARS (\$85.00)** per hour for an associate and **FIFTY DOLLARS (\$50.00)** per hour for a paralegal or law clerk. Total compensation payable to Attorney for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)** from all sources of funds. Hours of service shall be billed based on increments of no less than one/tenth of an hour and shall represent actual time spent, rather than a standard charge for the activity performed.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Attorney's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Attorney's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Attorney shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this

contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Attorney, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin February 18, 2020 and shall continue through and including June 30, 2020.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein

shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Attorney of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Attorney to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

The attorney client privilege notwithstanding, the parties agree that due to the sensitive nature of this investigation, Attorney shall keep every aspect of the investigation confidential to Metro Council during the course of the investigation. This agreement to keep matters confidential shall apply equally to David Beyer, the staff, and attorneys at PENCE AND WHETZEL PLLC. Attorney acknowledges the importance and necessity of the confidentiality obligations set forth herein, and specifically recognizes that the independence and integrity of the investigation are of the utmost importance.

V. RECORDS-AUDIT

Attorney shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Attorney's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time,

to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Attorney shall include (without limitation): (a) payroll records accounting for total time distribution of Attorney's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Attorney's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate Attorneys. Attorney agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Attorney further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or

obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

VIII. AUTHORITY

The Attorney, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

IX. CONFLICTS OF INTEREST

A. Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Attorney or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

B. Unless otherwise agreed to in writing by the Metro Government, neither Contract Attorney, nor the partners or associates or persons sharing office space with Contract Attorney, shall have any interest in any matter requiring legal advice or consultation adverse to the Metro Government, its agencies, departments, legal subdivisions or employees acting within the scope of their employment. Conflicts of

interest shall include any criminal defense work where a Metro Louisville police officer is a witness, or an arresting or investigating officer.

Unless disapproved by the Metro Government, this provision does not apply to a matter with respect to the collection of Metro Louisville taxes or open records or open meetings matters if Contract Attorney reports such matter in writing to the Metro Government and Contract Attorney's services for Metro Louisville do not relate to collecting Metro Louisville taxes or advising Metro Louisville with regard to open records or open meetings matters, as the case may be.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XI. OCCUPATIONAL HEALTH AND SAFETY

Attorney agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Attorney also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Attorney performs work under this Agreement. Attorney agrees to indemnify, defend

and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XV. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Attorney is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Attorney shall reveal any final determination of a violation by the Attorney or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Attorney or subcontractor. The Attorney shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Attorney or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY CONTINGENT
UPON APPROVAL OF
OF THE APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL**


Jonathan Ricketts

Date: 2/25/2020

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**


GREG FISCHER, MAYOR

Date: 3/3/2020

METRO COUNCIL


DAVID JAMES, PRESIDENT

Date: 2-25-2020

Sonya Harward

SONYA HARWARD, CLERK OF
THE COUNCIL

Date: February 25, 2020

PENCE AND WHETZEL PLLC

By: *David J. Beyer*

Title: *Of Counsel*

Date: 2/25/2020

Taxpayer Identification No.

(TIN): 81-2714919

Louisville/Jefferson County

Revenue Commission Account

No.: _____

EXHIBIT

3

CAPITAL INTELLIGENCE CORPORATION

9431 WESTPORT ROAD, SUITE 340
LOUISVILLE, KENTUCKY 40241

PHONE (502) 426-8100
FAX (502) 425-6924

September 2, 1994

Margaret A. Handmaker
William M. Mercer Inc.
1500 Meidinger Tower
Louisville, KY 40202

Re: J. Barry Barker;
Michael S. Townes;
Joel M. Volinski

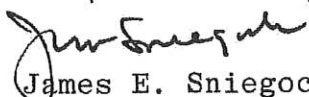
Dear Ms. Handmaker:

Enclosed is my investigative report in this matter; also a statement for professional services.

If you have any questions concerning any of the information in the report, please feel free to give me a call.

I appreciate the opportunity to be of service in this matter and I hope the information was helpful.

Sincerely,



James E. Sniegocki
President
Capital Intelligence Corporation

JES/kms

Enclosures

International Services by Former FBI Agents

Physical Security Reviews • Security Audits • Consulting • Investigations • Polygraph

INVESTIGATION RE J. BARRY BARKER

Re: J. Barry Barker

Education

The Registrar's Office at each of the following colleges was contacted and the degrees indicated were verified:

Case Western Reserve University, Bachelor of Science,
Engineering, 1974

Tufts University, Environmental Fellow, September 1975 -
February 1977

Cleveland State University, Masters in Public Administration,
1979

Credit

A credit report for John B. Barker, SSAN 017-42-0587, appeared to be satisfactory with no collection items, past due accounts, or liens. (Copy attached).

Investigation at Akron Ohio

Barker currently resides in Akron Ohio and has been employed by the Metro Regional Transit Authority since May 1989.

The following records were checked in Akron Ohio but no derogatory data was noted:

Federal Civil Files

Federal Criminal Files

Federal Bankruptcy Records

Re: J. Barry Barker

Summit County Civil Files

Summit County Criminal Files

Summit County Lien & Judgment Records

Akron Municipal Court Civil & Criminal Files

A review of computerized records at the Akron Public Library of the Akron Beacon Journal newspaper, 1988 to date, revealed ninety articles mentioning J. Barry Barker or Barry Barker. A review of the titles to these articles determined that most pertained to the Akron Metro Regional Transit Authority or transportation in general and none of the information indicated that any article contains any information of a derogatory nature. A list of the dates and caption of each of these articles is being maintained in the case file and available for review if needed.

Investigation at Cleveland Ohio

Barker was employed by the Greater Cleveland Regional Transit Authority from 1982 to 1989 and 1977 to 1980.

The following public records were checked in Cleveland but no derogatory data was located:

Federal Civil Files

Federal Criminal Files

Re: J. Barry Barker

Federal Bankruptcy Records

Cuyahoga County Common Pleas Court Civil Files

Cuyahoga County Common Pleas Court Felony Criminal Files

The indices of Cleveland area newspapers were reviewed and a number of articles located which mention J. Barry Barker. A review of the caption and abstract of these articles indicate that they are of a non-derogatory nature.

Ohio drivers license records indicate that J. Barry Barker has a valid and current Ohio drivers license. The license, #QD727069 was issued 3/18/92 and is clear of any suspensions, violations or restrictions.

Investigation at Washington, D.C.

Information furnished indicates that Barker was employed by the Urban Mass Transportation Administration in Washington, D.C. from 1980 to 1982.

The following public records were checked concerning J. Barry Barker covering the period of 1979 through 1994. No derogatory data was located:

Federal Civil Files

Federal Criminal Files

Federal Bankruptcy Records

Re: J. Barry Barker

District of Columbia Superior Court Criminal Files

District of Columbia Superior Court Civil Files

Investigation at Lowell Massachusetts

Information furnished indicates that Barker was employed by the Northern Middlesex Area Commission in Lowell, Massachusetts from 1975-1977.

The following public records were checked for the period of 1970-1994 and no information of a derogatory nature was located:

U. S. District Court Civil Files, Boston, Mass.

U. S. District Court Criminal Files, Boston, Mass.

U. S. District Court Tax Records

Federal Bankruptcy Files

Middlesex County Superior Court Civil Files

Middlesex County Superior Court Criminal Files

Inquiry at the Lowell Sun, the principal daily newspaper in Lowell, Massachusetts, and also at the Lowell Public Library determined that while copies of back issues are available for review on microfilm, there is no index of articles by name.

EXHIBIT

4

TARC Board Meeting Minutes

Date	Resolutions/Remarks	2017 - TARC Board of Directors Meetings	Observation
30-Jan-17	Remarks	New Assistant Executive Director Ferdiannnd Risco Jr. to begin mid-February	
27-Feb-17	Remarks	Welcomed Assistant Executive Director Ferdinand Risco Jr. to TARC	
27-Mar-17	Resolution 2017-10 Fifth Third Bank Authorized Signer	A Resolution to authorize Ferdinand Risco Jr. as a signatory for TARC's Fifth Third Bank banking accounts.	Fifth Third Bank - Signatory
24-Apr-17	Resolution 2017-16 Fifth Third Bank Authorized Signer	A Resolution to authorize James Ray III as a signatory for TARC's Fifth Third Bank banking accounts.	Fifth Third Bank - Signatory
		NO BOARD MEETING - MAY 2017	
19-Jun-17	Resolution 2017-21 RFP P-2693 Government Legislative Consulting Services Award	A Resolution authorizing the Executive Director to enter into a contract with Government Strategies for a not-to-exceed total of \$48K for one year with four(4), one (1) year automatic extensions at \$48K per year OR \$240K for the entire contract term for P-2693 Government Legislative Consulting Services.	
24-Jul-17	Resolution 2017-30 P-2708 Ellipse Hosting and Support Services	A Resolution authorizing the Executive Director to enter into a contract with AddOns, Inc. not-to-exceed \$678,600 for three (3) years with two (2), one (1) year optional	
24-Jul-17	Resolution 2017-33 P-2615 Police Services	A Resolution authorizing the Executive Director to enter into a contract with Off Duty Police Services Inc. not-to-exceed \$1,020,000 for one (1) year.	
		NO BOARD MEETING - AUGUST 2017	
		NO BOARD MEETING - SEPTEMBER 2017	
23-Oct-17	Resolution 2017-38 Audit Services Optional Contract Extension	A resolution authorizing the Executive Director to award a two (2) year optional extension to Crowe Howarth LLP for Audit Services at an amount not to exceed \$35K for FY2018 and \$34K for FY2019 for a two year total of \$70K.	Audit- Crowe
23-Oct-17	Resolution 2017-41 FY17 Fifth Third Line of Credit	A resolution authorizing the Executive Director, J Barry Barker to enter into an agreement with Fifth Third Bank our current financial institution to setup, renew, and authorize draw downs on a line of credit.	Fifth Third Bank

TARC Board Meeting Minutes

<p>13-Nov-17</p>	<p>Resolution 2017-49 Fifth Third Credit Card ZBA Account</p>	<p>A resolution authorizing the Executive Director to open up a zero balance (ZBA) account for credit card transactions with Fifth Third Bank.</p>	<p>Fifth Third Bank (ZBA account for CC transactions) Cash flow is the money circulating through the company on a day-to-day basis. Gaps in your cash flow can lead to delays in production, an inability to innovate and the necessity of taking on debt which could hurt and even close your business. Observation: Ferdinand Risco had 2 credit cards with his name on it. Card ending in 4837 had a \$50,000 limit on it until August 2019. He cancelled the card and lowered the monthly limit to \$35,000. Ferdinand Risco primarily used this card (4837) for travel despite having a travel credit card (2187) with a monthly limit of \$5,000. During his tenure as Executive Director Jan 2019 - Feb 2020 Risco had spent/approved \$176,713.56 in expenses. Observation: Review of financial statement reflect \$146,974 of the \$176,714 on card statement was spent prior to any board changes starting in September 2019. This is a violation of TARC's travel policy that states the Board will review/approve the Executive Director's out-of-state travel expenses. Observation: Furthermore, Risco spent \$107,677 which was used solely for airlines and hotel reservations. Observation: There was no internal control regarding pre-approvals, documentation, record retention. The audits on file do not comment on compliance which could have mitigated this risk.</p>
<p>13-Nov-17</p>	<p>Resolution 2017-50 Award of Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program Funds</p>	<p>A resolution authorizing the Executive Director to enter into a three (3) year contract with two (2), and one (1) year optional extensions with Walden Security for a not-to-exceed total of \$2,514,440 for a five year period for P-2691 Armed Security Guard Services. All optional extensions for this contract will require TARC Board approval prior to execution.</p>	<p>5310 Program Funds</p>

TARC Board Meeting Minutes

9-Dec-17	Resolution 2017-54 J Barry Barker Performance Evaluation	A resolution authorizing the Human Resources Department to increase the Executive Director J. Barry Barler's pay by 3% as of January 1, 2018 based on the Compensation Committee's recommendation on J. Barry Barker's annual Performance Evaluation.	Annual Evaluation
2018 - TARC Board of Directors Meetings			
30-Jan-18	Resolution 2018-01 Fifth Third Authorized Signer	A resolution to authorize Myrtle Olonikadi as a signatory for TARC's Fifth Bank banking accounts.	Fifth Third Bank - Signatory
30-Jan-18	Remarks	Ferdinand Risco Jr. presented the performance report.	TARC Performance Report (not attached in minutes)
27-Feb-18	Remarks	Myrtle Olonikadi presented the treasurer's report.	Note: normally submitted by Tanya Carter.
27-Mar-18	Resolution 2018-13 Cash Flow	A resolution authorizing the Executive Director approval to draw up to an extra \$6.4 million from the Mass Transit Trust Fund before drawing down on the line of credit.	Federal Funds (MTTF)
27-Mar-18	Remarks	Barry presented the Budget FY19 1st look.	Budget FY19
24-Apr-18	Resolution 2018-15 Consultant Services for TARC Comprehensive Operations and Analysis and Long Range Plan.	A resolution hereby authorizing the Executive Director of the TARC to negotiate and enter into a contract with HD Engineering (HDR) for consultant services for TARC Comprehensive Operations Analysis (COA) and Long Range Plan (LRP).	Consultant Services
24-Apr-18	Resolution 2018-16 TARC FY19 Budget	A resolution approving the TARC FY2019 budget and authorizing the Executive Director to forward the budget to Louisville Metro Government for consideration.	Budget FY19
22-May-18	Resolution 2019-19 Revision to Resolution 2017-51 Financing of ADA Accessible Paratransit Vehicles	A resolution authorizing the Executive Director to increase the Not-to-Exceed total of our municipal lease through Fifth Third Bank by \$5K to \$675K exclusive of financing cost.	Fifth Third Bank
NO BOARD MEETING- JUNE 2018			

TARC Board Meeting Minutes

24-Jul-18	Resolution 2018-22 Transit Asset Management Policy (TAM)	A resolution adopting the attached statement regarding TARC's Transit Asset Management (TAM) Policy	TAM Policy
24-Jul-18	Resolution 2018-23 RFP 2727- Police Services	A resolution hereby authorizing the Executive Director of the TARC to negotiate and enter into a contract with Off Duty Police Services Inc. for Police Services	Off Duty Police Officers
24-Jul-18	Resolution 2018-25 Conference of Minority Transportation Officials Membership Renewal	A resolution authorizing the Executive Director to approve the renewal of the TARC COMTO corporate membership.	How much/how many conferences
21-Aug-18	Resolution 2018-28 Updated Financial Management Policies & Procedures	A resolution adopting updated Financial Management Policies & Procedures as recommended by the Federal Transit Administration (FTA) resulting from the Financial Management Oversight Program in which significant deficiencies were discovered. TARC's financial management policies and procedures did not adequately document functions and responsibilities.	Audit was not attached in board meeting minutes. Observation: TARC receives funding which requires different audits to be conducted. Recommendation: To ensure transparency of Program Oversight I recommend triennial reviews, state management reviews, procurement system reviews, and financial oversight reviews be posted online.
21-Aug-18	Resolution 2018-30 Mobility as a Service P-274	A resolution hereby authorizing the Executive Director of the TARC to enter into a contract with ZED Digital; As the TARC continues to transform towards the adoption of a Mobility Management philosophy, implementing Mobility as a Service (MaaS) is the first significant step.	ZED Digital- contract terminated by Interim Team in 2020
21-Aug-18	Resolution 2018-31 Workers' Compensation Insurance Policy	A resolution authorizing the Executive Director to enter into an insurance policy with Arch Insurance Company for the 2018/2019 policy year.	Insurance
21-Aug-18	Remarks	Triennial Review August 22-23 2018	Triennial Audit was not attached in board meeting minutes.
19-Sep-18	Speaker Scott Nickerson	Scott Nickerson from Crowe LLP provided the TARC Audited Financial Overview.	This was not attached in meeting minutes
19-Sep-18	Executive Director's Report	TARC Asset Management Plan due October 1st (89 page report).	

TARC Board Meeting Minutes

23-Oct-18	Resolution 2018-35 Transit Asset Management Plan (TAM)	A resolution approving TARC's first Transit Asset Management (TAM) plan. TARC is required by Section 49 U.S.C. 5326, created by the Moving Ahead for Progress in the 21st Century (MAP-21) Act, to establish a TAM plan. Utilization of the attached TAM plan will help TARC become best-in-class, state-driven transportation provider that manages its publicly funded assets as effectively and efficiently as possible.	TAM Plan
23-Oct-18	Resolution 2018-36 P-2674 Transit Technology Consulting Contract Extension	A resolution authorizing the Executive Director to award a one (1) year optional extension to LTK Engineering Services (LTK) for continued Transit Technology Consulting Services, at an amount not-to-exceed \$594,811.	Consultant Services
23-Oct-18	Resolution 2018-37 P-2655 Ellipse Software Contract Extension	A resolution authorizing the Executive Director to award a one (1) year optional extension to ABB Enterprise Software, Inc. (ABB) for Ellipse Software upgrade and its continuous improvement program.	Contract Extension
14-Nov-18	Resolution 2018-41 Fifth Third Bank Authorized Signer	A resolution to authorize Yvette Basbe as a signatory for TARC's Fifth Bank banking accounts.	Fifth Third Bank- signatory
14-Nov-18	Resolution 2018-42 FY 2018 Line of Credit Renewal	A resolution authorizing the Executive Director, to enter into an agreement with Fifth Third Bank our current financial Institution to setup, renew and authorize draw downs on a line of credit.	Fifth Third Bank

TARC Board Meeting Minutes

11-Dec-18	Resolution 2018-47 TARC Revised Procurement Regulations (Amendment 1)	<p>A resolution authorizing the Interim Executive Director (Ferdinand Risco Jr.) to approve revisions to the TARC Procurement Regulations, effective Nov 1, 2015.</p>	<p>Observation: The minutes do not state what the revisions were. Amendment states: The approval levels set forth in Article VII, Section E shall be amended to add a line for the Chief of Staff position and amended. The Chief of Staff position is authorized to approve purchasing documents such as purchase requisitions and purchase orders up to \$50,000. Observation: This amendment gave Risco the opportunity to use the COS to further his scheme to pay Witness 1 and potentially other inappropriate expenditures. This arose several sources, including: poor internal controls, poor training, poor supervision, ineffective anti fraud programs, policies and procedures, weak ethical culture. He targeted black women who were single mothers. He promoted someone who wasn't qualified into the Chief of Staff position which gave him additional capabilities to violate whatever policies were in place. He gave them a substantial pay raise and once they were under his power they felt trapped because they didn't want to lose their job.</p>
		2019 - TARC Board of Directors Meetings	
23-Jan-19	2019-08 J Barry Barker	Recognizing J. Barry Barker for his community contributions and service as TARC's Executive Director.	
23-Jan-19	2019-09 Fifth Third Bank	A resolution authorizing the Interim Executive Director to open up an account for health insurance transactions with Fifth Third Bank. Tabled until Feb 2019.	Fifth Third Bank- health insurance
23-Jan-19	Interim Executive Director's Report	Employee Benefits Enhancement.	Meetings do not state what the enhancement was.

TARC Board Meeting Minutes

26-Feb-19	Speaker- ATU Local 1447 President Theo Hamilton- Refiance for ParaTransit		
26-Feb-19	Resolution 2019-16 Fifth Third Authorized Signer	A resolution authorizing Gerald Miles, Assistant Finance Director as a signatory for Fifth Third Bank accounts, new checking account for health insurance and zero balance account.	Fifth Third Bank- signatory. No reason stated for reason for a new checking account for health insurance was approved to open.
26-Mar-19	Resolution 2019-20- CASH FLOW	A resolution authorizing the Interim Executive Director to draw up to an extra \$6.5 million from the Mass Transit Trust Fund before drawing down on the line of credit.	
26-Mar-19	Resolution 2019-21- Ferdinand L. Risco Jr. Interim Executive Director	A resolution authorizing the Human Resources to increase the Interim Executive Director Ferdinand L. Risco, Jr's pay by 5% retro back to February 5, 2019 based on the Compensation Committee's recommendation.	Observation: Barry Barker received annual increases of 3%. Risco's was approved for 5%.
26-Mar-19	Long Range Planning	Comprehensive Operations Analysis update- Aida Copic, Director of Planning presented.	

TARC Board Meeting Minutes

<p>26-Mar-19</p>	<p>Interim Executive Director's Report</p>	<p>Budget evaluation on how to close gap and deliver a balanced budget</p>	<p>Observation: In Feb 2019 Ferdinand Risco approved a proposal from KBC Consulting. This proposal was for a 3 Phase proposal to review financial policies, develop new financial summary reports, and develop a budget based financial model. Numerous procurement policies would have been in violation if a contract existed but with no official contract on file and no proof of any work conducted this is an example of contracting fraud that resulted in a \$85,455 financial loss to TARC. The only documentation on file was an unofficial proposal which is not signed or dated. Observation: KBC Consulting submitted 7 invoices from Feb-July 2019. All 7 authorized for payment by Ferdinand Risco and a second individual which was often his Chief of Staff or his Executive Assistant which is a violation of TARC's Ethic Policy, Section 7. Transactions with Subordinates. No TARC Officer shall compel a subordinate or any person or business or nonprofit organization over which he or she exercises supervisory responsibility, to engage in financial transactions. There are no contracts or documentation on file for any of these payments. Observation: This does NOT include the travel expenses Risco approved to pay contractor for.</p>
<p>26-Mar-19</p>	<p>Interim Executive Director's Report</p>	<p>TARC is moving to a data driven decision based organization.</p>	<p>Observation: No results ever provided.</p>
<p>26-Mar-19</p>	<p>Interim Executive Director's Report</p>	<p>TARC is on cutting edge in Transit industry with its MAAS (Mobility As A Service) model</p>	
<p>23-Apr-19</p>	<p>2019-28 FY20 TARC Budget</p>	<p>A resolution approving the TARC FY 2020 budget and authorizing the Interim Executive Director to forward the budget to Louisville Metro Government for consideration.</p>	

TARC Board Meeting Minutes

29-May-19	Resolution 2019-29 P-2690 Bus Shelter Replacements	A resolution authorizing the Executive Director to appropriate \$294,900 in Federal Transit Funds for the replacement of 25 shelters as part of the continued Upgrades to our Bus Stop Facilities.	Bus Stop Improvements
29-May-19	Resolution 2019-30 RFP P-2767 Architectural & Engineering Services	A resolution authorizing the Executive Director to award a new contract to Kersey & Kersey Architects, Inc. for professional architectural & engineering services related to TARC's ongoing architectural and engineering consulting needs .	No amount disclosed.
29-May-19	Resolution 2019-31 Bus Stop Improvement	A resolution authorizing the Executive Director to expend up to \$1,500,000 in Federal funds awarded to TARC for construction of Bus Stop Improvements and Pedestrian Access Upgrades through its agreement with Louisville Metro Public Works and Assets.	Bus Stop Improvements. Recommendation: Verify if there is any documentation on file showing how these funds were used.
29-May-19	Resolution 2019-33 Award of Enhanced Mobility of Senior and Individuals with Disabilities Section 5310 Program Funds	A resolution approving the award of Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 program funds as set out below, and authorizing the Executive Director to enter into grant agreements with the recommended subrecipients of these funds.	
29-May-19	Executive Director's Report	Comprehensive Operations Analysis (COA)/Long Range Plan (LRP) Meeting in June. Due in July.	
29-May-19	Executive Director's Report	Finance modeling will look different.	Observation: Ferdinand Risco keeps seeding comments on financial modeling. He does not state how he plans to do this. Meanwhile, he has been paying KBC Contracting Inc for finance modeling but it appears there was no official contract and no model was presented.
29-May-19	Executive Director's Report	Capital program & investment waiting for funds from the Feds	
29-May-19	Executive Director's Report	Mass - Platform & app. 30 days of data. Leading nation.	
		NO BOARD MEETING - JUNE 2019	

TARC Board Meeting Minutes

30-Jul-19	Quorum Call	Mr. Risco introduced Randy Frantz, Assistant Executive Director and Brittany Hardy, Executive Assistant	
30-Jul-19	Speakers- Marcellus Mayes-Chair of Metro Disabilities Coalition	Mr. Mays discussed the Accessibility meeting where Mr. Risco spoke on his new direction of TARC will be.	
30-Jul-19	Speakers- Chuck Rogers	Chuck Rogers attended the ADA panel discussion the week	
30-Jul-19	Speakers- John Owens (Louisvillians for Modern Mass Transit)	Mr. Owens asked the Board for a letter for advocacy to better accommodate transportation. The deadline to submit the letter is on Friday, August 2nd. Transportation could be streamlined. We need new people to advocate and a new generation on board.	
30-Jul-19	Antonio Wilson	Mr. Wilson proposed a monthly Public Hearing at TARC to give the community the opportunity to speak on safety concerns. More people from the community may attend Board Meetings if the meetings are advertised on flyers and posted on each TARC bus.	Recommendation: Inform Community about TARC Contract that has been approved to have off duty police officers on certain routes.
30-Jul-19	Antonio Wilson	Mr. Wilson also emphasized the need for cleaner buses and the need for metal detectors.	
30-Jul-19	Resolution 2019-34 ADP Payroll Service Pricing Agreement	A resolution authorizing the Executive Director to execute a (3) year pricing agreement with ADP for Payroll Processing, tax filing, and HR benefit services with ADP.	The amount of contract was not disclosed in meeting minutes.
30-Jul-19	Resolution 2019-35 Fifth Third Bank Authorized Signer	A resolution to authorize Randy Frantz as a signatory for TARC's Fifth Third Bank banking accounts	Fifth Third Bank- signatory
30-Jul-19	Resolution 2019-38 Furniture Replacement	A resolution authorizing the Executive Director to place an order of office furniture through Kentucky Master Agreement number MA 758 1700000767 with Kimball Office, at a not-to-exceed price of \$349,620.	Observation: There were concerns about TARC's deficit. Observation: Another resolution is proposed to amend resolution to increase in the amount of \$42,323 increasing the not-to-exceed amount to \$391,954.

TARC Board Meeting Minutes

30-Jul-19	Treasurer's Report	Tonya Carter: We are driving expenses. We are under budget of 1.3%.	
30-Jul-19	Executive Director's Report	Mr. Risco stated he was discontinuing the old format of our financial report. We will utilize a different model.	Observation: In Feb 2019 Ferdinand Risco approved a proposal from KBC Consulting. This proposal was for a 3 Phase proposal to review financial policies, develop new financial summary reports, and develop a budget based financial model. There is nothing to show for the \$85,455 TARC paid contractor.
30-Jul-19	Chairman's Report	Mr. Shackleford resigned from the Board.	Mr. Shackleford is 1/4 members who step down in 2019.
27-Aug-19	Speakers: Marcellus Mayes, Chair of Metro Disabilities Coalition	Mr. Mayes suggested for TARC and First Transit to have a phone line for customers to call when the computers are down.	Observation: There are no updates on issues that are brought to the board's attention.
27-Aug-19	Marcellus Mayes - hiring	Mr. Mayes spoke of the TARC budget deficit and that the Board should look into how new staff members are being hired at TARC. Additionally, outsourcing Paratransit is not a great idea in his opinion.	Observation: The concerns Mr. Mayes referenced were not discussed further or followed up on in meetings after this.
27-Aug-19	Jessica Moore, citizen	Ms. Moore spoke of her child who has special needs and who rides TARC3 to and from school. Ms. Moore added that the issues are not with TARC3 but with the taxi drivers. The community has the ability to opt out of public transportation. Personally, Ms. Moore would like to have other safe options for the community to usage for transportation.	The meeting minutes do not state whether any response to given to Ms. Moore about her concern.
27-Aug-19	Charlie Sims, TAAC Committee Chair	Mr. Sims expressed a complaint involving a woman who had to wait for her ride from TARC.	The meeting minutes do not state whether any response to given to Mr. Sims about his concern.
27-Aug-19	Resolution 2019-41 Ferdinand L. Risco Jr., Executive Director	A resolution authorizing the Human Resource Department to increase the Executive Director Ferdinand L. Risco Jr's pay to an annual starting salary of \$190,000 retro back to April 21, 2019 based on the agreed annual starting salary for the Executive Director.	Increase Annual Salary- Ferdinand L. Risco Jr.

TARC Board Meeting Minutes

<p>27-Aug-19</p>	<p>Executive Director presented on the Treasurer Report</p>	<p>Risco stated TARC was closing the gap on our financial situation. We have to close the gap and build reserves. Our revenue over expenses is flat. We have a \$100 million budget. He stated they were down \$569,000. He stated our staff was reduced. We will continue to understand our finances as we close FY19 and go into FY20. Our expenses are down by \$1.1 million, We are renegotiating contracts while being cognizant of our purchases.</p>	<p>Observation: Since Risco arrived it appeared he lacked an understanding of the intricacies of TARC's budget. He had the contractor at KBC consulting change her business name to Fiscal Firm. Prior to presenting a \$336,000 contract he would propose in October he already started paying her monthly. Starting in August until Nov 11 the Fiscal Firm submitted 6 invoices totaling \$51,990 with NO CONTACT on file. Ferdinand Risco approved payment and TARC mailed her checks after every invoice. In total Ferdinand Risco paid this contractor \$137,445 with no official paperwork on file.</p>
<p>27-Aug-19</p>	<p>Chairman's Report</p>	<p>Mr. Powell announced he is stepping down from the Board. His last meeting will be Sept 24th. He stated it was an honor. He served 15 years, 10 years as Chair.</p>	<p>2/4 Board members that step down in 2019.</p>
<p>24-Sep-19</p>	<p>Resolution 2019-42 Ferdinand L. Risco Jr., Executive Director</p>	<p>A resolution authorizing the Human Resource Department to increase the Executive Director Ferdinand L. Risco Jr's pay to an annual starting salary of \$190,000 retro back to April 21, 2019 based on the agreed annual starting salary for the Executive Director.</p>	<p>Chairman Powell stated that Mr. Risco's compensation was reviewed. We want to ensure Mr. Risco receives compensation for his transition to Executive Director. As of to date, Mr. Risco has NOT received compensation.</p>
<p>24-Sep-19</p>	<p>Resolution 2019-45 Police Services</p>	<p>A resolution authorizing the Executive Director to award a one (1) year extension to Off Duty Police Services Inc. for Police Services at an amount not to exceed \$1,000,000 for a one year term.</p>	<p>Mr. Risco stated that Resolution 2019-45 is a continuation of existing contracts for another year for off duty police officers, These officers will respond to calls for visual inspections, interaction with customers and provide ride checks. We have received six to eight requests from operators to have off duty police officers ride along when they are driving in certain areas. Having patrol in certain areas enables us to respond more rapidly. We stand by our Drive Safe and Be Safe system.</p>

TARC Board Meeting Minutes

<p>24-Sep-19</p>	<p>Resolution 2019-46 P-2406 Paratransit and other Contracted Transportation Services</p>	<p>The Executive Director is hereby authorized to approve a four (4) month contract extension with Yellow Cab/Procarent from Oct 1, 2019-Jan 31, 2020 for a total not exceed \$2,400,000 and a six (6) month contract extension with First Transit from 1 October 2019-March 31, 2019 for a total not to exceed \$4,800,000.</p>	<p>Observation: While Ferdinand Risco attended the Super Bowl with corporate officials from NIMBUS (\$160,000 contract approved in Sep 2019) the TARC3 services went on strike while Risco was at the SuperBowl and TARC3 passengers were left without transportation.</p>
<p>24-Sep-19</p>	<p>Resolution 2019-49 Transit Strategy and Tactical Roadmap</p>	<p>A resolution authorizing the Executive director to enter into a six (6) month contract with Nimbub at an amount not to exceed \$160,000. Mr. Risco mentioned that TARC wants to communicate everything discussed during today's Board Meeting with the community. The question is how do we do this? Mr. Risco stated that we would like to have an agreement with NIMBUS for 6 months to develop and implement TARC 2020 Transit Strategy and Tactical Roadmap. Having this contract with NIMBUS will ramp up our awareness. We can get the message out during the Legislative session which is coming soon.</p>	<p>Observation: During interviews it was communicated that Risco attended the SuperBowl in January 2020. Observation: It is not clear how the board reviews/approves sole source contracts to ensure there is no conflict of interest.</p>
<p>24-Sep-19</p>	<p>FY19 Audit Financials (CROWE)</p>	<p>Scott Nickerson stated that we managed \$1 million dollars last year and the common challenge was on funding. The financial statements prepared by management are correct and are also in good standing. Based on the audit, no adjustments need to be made. We are in a \$4.2 million deficit. Cash flow is positive. We are building policies and procedures for capital reserves.</p>	<p>Recommendation: Alternate auditors to do a deep dive annually.</p>
<p>29-Oct-19</p>	<p>Resolution 2019-50 FY20 Line of Credit</p>	<p>A resolution authorizing the Executive Director/CEP of the TARC, Ferdinand Risco Jr. to enter into an agreement with Fifth Third Bank our current financial institution to setup, review, and authorize draw downs on a line of credit.</p>	<p>Fifth Third Bank</p>

TARC Board Meeting Minutes

29-Oct-19	Resolution 2019-52 RFP P-2728 Paratransit & Mobility Management	A resolution authorizing the Executive Director/CEP of the TARC, to enter into negotiations for the provision of Paratransit and Mobility Management.	
29-Oct-19	Resolution 2019-54 Financial Modeling & Fiscal Improvements	<p>A resolution authorizing the Executive Director/CEO, to enter into an agreement with The Fiscal Firm for a two (2) year contract totaling \$336,000. TARC has a need to support growth, driving operational efficiency, and improve financial decision making capability working directly with the Fiscal Firm in developing annual planning that is supported by rolling forecasting and modeling processes, with operational centric drivers being used, and a focus on the ability to develop forecasts around varied financial scenarios and funding contingency plans.</p>	<p>Observation: Violation of Duty to Disclose the conflict of interest he had with contractor. Observation: Prior to presenting a \$336,000 contract he would propose in October he already started paying her monthly beginning in February. Starting in August until Nov 11 the Fiscal Firm submitted 6 invoices totaling \$51,990 with NO CONTRACT on file. Ferdinand Risco approved payment and TARC mailed her checks after every invoice. Observation: Risco was sleeping with contractor and helped her rebrand her consulting company to the Fiscal Firm. This sole source contract violated numerous procurement policies and ethics policies. TARC paid contractor 6 checks/\$14,000 a month until April when the Interim Executive team terminated the contract. She was paid a total of \$84,000 on the only official contract she had on file with TARC. In total TARC paid contractor \$221,445 and there is nothing to show for it. TARC also paid for contractors travel expenses when she traveled with Risco. TARC is suing Mr. Risco for approximately \$550,000. Highly recommend a forensic audit in order to determine full extent of Risco's financial mismanagement.</p>
1-Nov-19	Chair Mulvihill took over as Board chair for Cedric Powell	Chair Mulvihill fell ill in November. She resigned to take care of her health. Mary Morrow stepped into the Board Chair in December 2019 until elections could take place for Chair and Vice Chair in January 2020.	
		NO BOARD MEETING - NOVEMBER 2019	
		NO BOARD MEETING - DECEMBER 2019	

TARC Board Meeting Minutes

10-Jan-20	Marcellus Mayes, Chair of Metro Disabilities Coalition	Mr. Mayes discussed the complaint system of TARC3: still not in a timely manner.	
10-Jan-20	Resolution 2020-02 Audit Services	A resolution authorizing the Executive Director to enter into a contract with Crowe Howarth LLP for Audit Services.	
10-Jan-20	Resolution 2020-04 Public Relations & Marketing Contract	A resolution authorizing the Executive Director/CEO of the TARC to enter into a contract with NIMBUS for Public Relations and Marketing services. JC Stites requests that names of the company in question are released prior to the meeting for the ability to research on member's own time.	Observation: NIMBUS was previously selected to fulfill a contract for Transit Strategy and Tactical Roadmap for \$160,000. What was completed on that contract? Resolution 2019-49 Transit Strategy and Tactical Roadmap.
10-Jan-20	Resolution 2020-07 Paratransit & Mobility Management	A resolution authorizing the Executive Director/CEO of the Transit Authority of River City (TARC) to enter into a contract for the provision of Paratransit and Mobility Management. Alice Houston suggested having background information on potential contract company prior to the meeting for research.	Recommendation: Executive Director presents documentation of any Sole Source contracts above \$50,000 for approval.
10-Jan-20	Resolution 2020-08 Authorization for the Additional Furniture Purchase	A resolution authorizing the Executive Director to purchase additional office furniture from Kimball Office Furniture through Kentucky Master Agreement number MA 7581700000767 in the amount of \$42,323, increasing the not-to-exceed amount to \$391,954.	Office Furniture increase

EXHIBIT

5



2/5/17
108080

APPLICATION FOR EMPLOYMENT

Today's Date: 1/26/17

Position Applying for: Assistant Executive Director Date Available: _____

PLEASE READ: Failure to fully complete application may result in disqualification of your application. Please print all information requested. Applicants will not be discriminated against because of race, color, religion, sex, national origin, age, marital or veteran status, handicap, sexual orientation, sexual preference or any other legally protected status.

NAME <u>Ferdinand L. Risco Jr</u>	SOCIAL SECURITY NUMBER [REDACTED]
ADDRESS [REDACTED]	<u>Lawrenceville</u> <u>GA</u> <u>30044</u>
PHONE NUMBER [REDACTED]	CELL PHONE [REDACTED]

Will you accept: Full-time? Yes No Part-time? Yes No
 Weekend work? Yes No Night Work? Yes No

Are there any circumstances which would prevent you from completing the responsibilities of the position you are applying for? Yes No If yes, please explain: _____

Have you ever been employed by TARC? Yes No
If yes, when? _____ Why did you leave? _____

Are you at least 21 years of age? Yes No

Do you have a valid driver's license? Yes No
If yes, Driver's license number: [REDACTED] State: GA

Has your license ever been suspended or revoked? Yes No
If yes, when and why? _____

Do you have a Commercial Driver's (CDL) License? Yes No
If yes, what class/endorsements _____

Have you ever been convicted of a felony, misdemeanor or placed on probation by a court?
 Yes No

EDUCATION & TRAINING

	Graduated	Name & Location of school	Name and Date of degree earned
High School	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	William W. Boctine HS Phila, PA	Diploma 6/89
GED	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Collège	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Temple University Phila PA	Bachelor Business Admin. 8/95
Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	University of New Haven West Haven, CT	Master Business Admin. 6/09

Military Service Record:

Branch of Service ARMY From: 8/90 To: 4/00
 Duties in the service: Commissioned Officer

Do you have relatives currently employed with TARC? Yes No

If yes, please list names.

Name	Relationship
Name	Relationship

WORK EXPERIENCE

Have you ever worked under another name? Yes No

If yes, give name(s) _____

Note: Start with the most recent position, furnish dates and explanation for each period of unemployment of one month or more. If additional space is needed, please use a separate sheet

Previous Employer MARTA - Metropolitan Atlanta Rapid Transit Auth.		Complete Address 2424 Peachtree St. Atlanta, GA 30324		Phone Number (404) 848-4639
Start Date 7/12	Leave Date 2/17	Salary \$121,000	Reason for Leaving <input type="checkbox"/> Retirement <input type="checkbox"/> Discharged <input checked="" type="checkbox"/> Quit <input type="checkbox"/> Lay-off	
Job Title Executive Director		Supervisor General Manager/CEO		
Describe your duties D&I Lead				
Did this job require a CDL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		May we contact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?		

Previous Employer MTA - Metro North Railroad		Complete Address 347 Madison Ave New York NY		Phone Number (212) 340-3000
Start Date 2/04	Leave Date 7/12	Salary \$94,000	Reason for Leaving <input type="checkbox"/> Retirement <input type="checkbox"/> Discharged <input checked="" type="checkbox"/> Quit <input type="checkbox"/> Lay-off	
Job Title Inclusion + Diversity MGR		Supervisor Dir of Diversity		
Describe your duties General Foreman / Field Manager Labor Relations				
Did this job require a CDL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		May we contact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?		

Previous Employer Pepsi-Cola Bottling Group		Complete Address 2200 New Brunswick Piscataway NJ		Phone Number
Start Date 2/02	Leave Date 2/04	Salary \$68,000	Reason for Leaving <input type="checkbox"/> Retirement <input type="checkbox"/> Discharged <input checked="" type="checkbox"/> Quit <input type="checkbox"/> Lay-off	
Job Title Product Availability MGR		Supervisor Logistics MGR		
Describe your duties Warehouse Operations Lead				
Did this job require a CDL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		May we contact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?		

Previous Employer Airborne Express		Complete Address 15-31 Papetti Plaza Elizabeth, NJ		Phone Number
Start Date 9/2000	Leave Date 2/02	Salary \$50,000	Reason for Leaving <input type="checkbox"/> Retirement <input type="checkbox"/> Discharged <input checked="" type="checkbox"/> Quit <input type="checkbox"/> Lay-off	
Job Title Field Svcs. Supervisor		Supervisor District MGR		
Describe your duties				

Previous Employer <i>U.S. Army</i>		Complete Address <i>Fort Benning GA</i>		Phone Number	
Start Date <i>8/95</i>	Leave Date <i>4/00</i>	Salary <i>\$35,000</i>	Reason for Leaving <input type="checkbox"/> Retirement		
Job Title <i>Commissioned Officer</i>	Supervisor <i>Battalion Commander</i>		<input checked="" type="checkbox"/> Discharged	<input checked="" type="checkbox"/> Quit <i>Medical Discharge</i>	<input type="checkbox"/> Lay-off
Describe your duties <i>Battalion Logistics Officer</i>					
Did this job require a CDL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			May we contact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?		

Previous Employer		Complete Address		Phone Number	
Start Date	Leave Date	Salary	Reason for Leaving <input type="checkbox"/> Retirement		
Job Title	Supervisor		<input type="checkbox"/> Discharged	<input type="checkbox"/> Quit	<input type="checkbox"/> Lay-off
Describe your duties					
Did this job require a CDL? <input type="checkbox"/> Yes <input type="checkbox"/> No			May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, why not?		

CONDITIONS OF EMPLOYMENT

- I. I understand that my employment is contingent upon my passing the physical exam and drug screen; employee references, drivers' license check and police checks must be satisfactory. If there is any problem in any of these areas, I understand that I will no longer be considered for employment of my employment could be terminated.
- II. The facts as stated on this application are true and correct. I understand that, if employed, false statements on this application may cause my immediate dismissal.
- III. I authorize such background and personal reports as deemed necessary to verify that the information I have supplied is true and accurate and to determine my fitness for this job and hold harmless those who have the responsibility to develop such a report. A copy of this authorization is as valid as the original.
- IV. I understand that I may be required to work overtime as a condition of being employed.
- V. In consideration of my employment, I agree to conform to the rules and regulations for employees. I understand I am an employee at will, and that this application is not a contract of employment with TARC, and that my employment and compensation can be terminated, with or without cause, at anytime, at the option of either TARC, or myself. I understand that no representative of TARC, has any authority to enter into any verbal agreement for employment for any specified period of time or to make any agreement contrary to the foregoing and that no document, policy or practice of TARC, may change the foregoing unless it is expressly titled "Employment Agreement" and signed by both myself and an officer of TARC.
- VI. I understand that I may be required to submit to a pre-employment, and post-employment test for fitness and/or substance abuse, if not prohibited by law.
- VII. Upon separation of employment, I authorize TARC to withhold from my final paycheck any monies owed to them by me (if not prohibited by law) for equipment, loans, products, services, materials, insurance premiums or other assets in my possession that promptly returned.

FERDINAND L. RISCO JR., MBA

High-Performance Executive and U.S. Army veteran with 20+ years' strategic leadership experience delivering demonstrable results in operations & logistics, labor & employee relations, and diversity & inclusion.

CORE COMPETENCIES & MANAGEMENT SKILLS

Organizational design	Operational execution	Organizational communications
Budget management	Policy development & implementation	Talent management
Statutory/regulatory compliance	Risk management & mitigation	Data research & analysis

Selected Accomplishments

- Designed departmental structure and developed processes to move from transactional compliance to strategic diversity and inclusion at MARTA.
- Analyzed and lead the implementation of initiatives to automate the MARTA's EEO Diversity & Inclusion department's primary business functions, increasing effectiveness and efficiencies.
- Increased participation of small and disadvantaged business on MARTA's federally funded projects over 300% (from 19% to 57.8%) in three years through process improvements.
- Implemented operational and technological improvements saving MARTA almost \$300K annually.
- Conducted investigations through resolution for allegations of discrimination, violations of MNR's employee relations policies and statutory EEO protection including Title VI and Title VII
- Updated and streamlined Employee Complaint Tracking System resulting in increased efficiency and accuracy of reporting and monitoring at MNR.
- Served as a strategic partner to various MNR departments on labor related issues; providing timely solutions which have reduced grievance response times by roughly 30%.
- Reduced MNR's financial liability (\$400K) by successfully receiving favorable arbitration decisions.
- Reduced grievance response times at MNR by 30%.

Professional Experience

Metropolitan Atlanta Rapid Transit Authority (MARTA)

Executive Director - EEO Officer

2012 - Present

Reporting to the General Manager/Chief Executive Officer, serve as the Chief Compliance Officer responsible for ensuring that MARTA's strategies goals, and business units are compliant with, and adhere to all local, state, and federal regulations, including the development and implementation of MARTA's:

- Affirmative Action (AA)/Equal Employment Opportunity (EEO) Program
- Disadvantaged Business Enterprise (DBE) Program
- Title VI Plan (with Environmental Justice and Limited English Proficiency Programs)
- The American with Disabilities Act (ADA)

Develop and implement diversity and inclusion initiatives and consult with other members of the executive management team to ensure that all decisions, activities, programs, and services are equitable and do not impact current or potential employees, customers, communities, businesses, or other stakeholders.

Director of Human Resources (Interim)

2012 - 2013

Reporting to the Assistant General Manager of Human Resources, directed the design, implementation, communication, and administration of MARTA's human resources functions including staff management, budgeting, and all reporting.

FERDINAND L. RISCO JR., MBA

MTA Metro-North Railroad (MNR)

Inclusion & Diversity Manager

2008 - 2012

Reporting to the Director of Employee Relations & Diversity/EEO Officer assisted with the implementation and administration of MNR's EEO, Title VI, and Employee Relations programs, including: training initiatives; confidential investigations; preparation of statistical and analytical reports; and communication plans. Provided guidance to leadership and line managers on employee relations, customer relations and EEO concerns.

Field Manager - Labor Relations

2007 - 2008

Reporting to the Director of Labor Relations, administered collective bargaining agreements of 22 unions representing nearly 5,000 employees, provided interpretation and application; served as a liaison.

General Foreman - Maintenance of Equipment

2004 - 2007

Reporting to the Facilities Superintendent, managed supervisors and craft personnel in the maintenance of equipment and facilities, including equipment overhaul, running repair work and inspections of 342 pieces of rolling stock. Automated and improved MNR's maintenance processes increasing daily equipment availability by 19%. Contributed to the design and implementation of modified workflow procedures within MNR's Material Management and Production Analysis Group, increasing productivity by 34%.

Pepsi-Cola Bottling Group - Piscataway, NJ

2002 - 2004

Product Availability Manager

Reporting to the Logistics Manager, led Warehouse Operations, became the top manufacturing facility in the U.S. with an annual operating budget \$6.4 million. Reduced costs per unit from \$0.38 to \$0.22 resulting in an annualized savings of \$205K.

Product Availability Supervisor

Supervised employees in loading of route and transport trucks; provided statistical reports, and maintained safety standards.

Airborne Express - Elizabeth, NJ

2000 - 2002

Field Services Supervisor

Supervised Service Center operations with average daily volume of nearly 50,000 parcels including staff management plan.

United States Army

1995 - 2000

Plans Officer

- Officer in Charge of operating the Emergency Operation Center during the computer conversion Year end 1999, "Y2K".
- Wrote and staffed Fort Benning, GA hurricane equipment evacuation plan to move 300 aircraft and 250 combat vehicles.

Logistics Officer

- Directed all logistics activities for a 700 man and 400 vehicle Mechanized Infantry Battalion
- Managed a \$25 million annual budget and signatory of over \$500 million of assets

Platoon Leader

- Authored a maintenance plan that yielded an operational readiness rate of over 90% for all 28 vehicles assigned.
- Wrote and executed platoon's first Field Trains (rear detachment supply area) standardized operating procedure.

Bradley Platoon Leader

- Accounted for and maintained equipment valued in excess of \$10 million.
- Battalion "Top Gun" award: Perfect score and best Infantry squad during Bradley Table XII qualification.

Commissioned as a Regular Army Officer in the U.S. Army Infantry 8/95

FERDINAND L. RISCO JR., MBA

EDUCATION

MBA, Leadership
University of New Haven, Graduate School of Business and Management 2009

BBA, Human Resource Administration
Temple University, School of Business and Management 1995

BOARDS & COMMISSIONS

University of New Haven School of Business Advisory Board 1/2015-present

Georgia Diversity Council, Board of Directors 6/2014-present

American Public Transportation Association, Vice Chair Human Resources 9/2016-present

American Public Transportation Association, Chair Workforce Development 12/2012-9/2016

Connecticut State Board of Education, Gubernatorial Appointee 3/2011-2/2015

New Haven Public Schools Board of Education, Mayoral Appointee 11/2009-9/2013

National Association of State Boards of Education Board of Directors 1/2012-12/2013

Urban Prosperity Fund, Board of Directors 6/2009-7/2013
3/2001-2/2010

TEACHING EXPERIENCE

Brown Mackie College 10/2015-present

Adjunct Faculty, Business Management

Courses: Principles of Business, Project Management, Human Resources, Legal Environments of Business, Small Business Management

CERTIFICATIONS

Georgia Commission on Dispute Resolution, Georgia Supreme Court 8/2013

Registered Neutral - Advanced Certified Mediator

MEMBERSHIPS AND AFFILIATIONS

Various Chambers of Commerce (Hispanic, African American, Metro Atlanta, Atlanta Gay and Lesbian, Ecuadorian, US Pan Asian) 7/2012 - Present

Society of Human Resources Management 8/1995 - Present

Urban League of Greater Atlanta 7/2012 - Present

Greater Atlanta Economic Alliance 10/2013 - Present

EXHIBIT

6

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY 946

1. NAME (Last, First, Middle) RISCO, FERDINAND LATZO JR		2. DEPARTMENT, COMPONENT AND BRANCH ARMY/RA/IN		3. SOCIAL SECURITY NO.		
4.a GRADE, RATE, OR RANK 1LT	4.b PAY GRADE O2	5. DATE OF BIRTH (YYYYMMDD)	6. RESERVE OBLIG. TERM. DATE Year 0000 Month 00 Day 00			
7.a PLACE OF ENTRY INTO ACTIVE DUTY PHILADELPHIA, PA		7.b HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) PA				
8.a LAST DUTY ASSIGNMENT AND MAJOR COMMAND IN SCH 11 IN 1BN CO C TC		8.b STATION WHERE SEPARATED FORT BENNING, GA 31905				
9. COMMAND TO WHICH TRANSFERRED NA			10. SGLI COVERAGE Amount: None			
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 11A 3X INFANTRY--4 YRS-7 MOS//NOTHING FOLLOWS		12. RECORD OF SERVICE				
		Year(s)	Month(s)	Day(s)		
		a. Date entered AD This Period	1995	04	24	
		b. Separation Date This Period	2000	04	06	
		c. Net Active Service This Period	0004	11	13	
		d. Total Prior Active Service	0000	00	00	
		e. Total Prior Inactive Service	0000	00	00	
		f. Foreign Service	0000	00	00	
		g. Sea Service	0000	00	00	
		h. Effective Date of Pay Grade	1997	08	25	
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) ARMY COMMENDATION MEDAL//ARMY ACHIEVEMENT MEDAL (2ND AWARD)//ARMY RESERVE COMPONENTS ACHIEVEMENT MEDAL//NATIONAL DEFENSE SERVICE MEDAL//ARMY SERVICE RIBBON//PARACHUTIST BADGE //NOTHING FOLLOWS						
14. MILITARY EDUCATION (Course title, number of weeks and month and year completed) AIRBORNE, 1996//INF OFF BASIC, 1996//BRAD IN FGT VEH CDR CR, 1996//NOTHING FOLLOWS						
15.a MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERAN'S EDUCATIONAL ASSISTANCE PROGRAM		Yes	No	15.b HIGH SCHOOL GRADUATE OR EQUIVALENT		
				Yes	No	
				X		
17. MEMBER WAS PROVIDED A COMPLETE DENTAL EXAM AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION						
Yes						
18. REMARKS DATA HEREIN SUBJECT TO COMPUTER MATCHING WITHIN DOD OR WITH OTHER AGENCIES FOR VERIFICATION PURPOSES AND DETERMINING ELIGIBILITY OR COMPLIANCE FOR FEDERAL BENEFITS// //NOTHING FOLLOWS						
19.a MAILING ADDRESS AFTER SEPARATION (include Zip Code)			19.b NEAREST RELATIVE (Name and address - include Zip Code)			
20. MEMBER REQUESTS COPY 6 BE SENT TO		D/O VET. AFFAIRS		Yes	No	
21. SIGNATURE OF MEMBER BEING SEPARATED			22. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title)			



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S ARMY HUMAN RESOURCES COMMAND
1600 SPEARHEAD DIVISION AVENUE
FORT KNOX, KY 40122

March 23, 2021

Freedom of Information Office

David J. Beyer
C/o Pence & Whetzel, PLLC
Hurstbourne Place, Suite 1205
9300 Shelbyville, Road
Louisville, KY 40222

Dear Mr. Beyer,

This is in response to your Freedom of Information Act (FOIA) request dated March 5, 2021, for a copy of the DD Form 214 pertaining to Ferdilnand L Risco Jr. Your request was received in this office on March 7, 2021, and was processed under the provisions of the Freedom of Information and Privacy Acts. We assigned your request control numbers FP-21-011733 and FA-21-0958 for administrative and tracking purposes – please refer to these numbers when inquiring with us about your request.

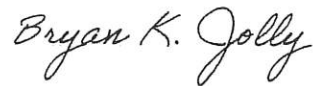
Enclosed please find one page responsive to your request. Personal information of others has been excised from the documents. This information includes social security numbers and/or other personal information that, if disclosed, would constitute a clearly unwarranted invasion of personal privacy. Accordingly, the personal information of others is exempt from disclosure under Exemption 6 of the FOIA without the data subjects' express written consent, subpoena and/or court order.

Please do not consider this a denial of your request, but our effort to provide you with responsive records in a timely and efficient manner. If you require a formal response, you may submit a letter in writing to this Command, ATTN: AHRC-FOI. Upon receipt, your request will be processed through our Initial Denial Authority.

For further assistance to discuss any aspect of your request, you have the right to contact the US Army, Human Resources Command, FOIA Public Liaison, Ms. Monique Wey-Gilbert at (502) 613-4057. Additionally, you have the right to contact the Office of Government Information Services (OGIS) to inquire about the FOIA mediation services they offer. The contact information for OGIS is: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6601; email at ogis@nara.gov; telephone at (202) 741-5770; toll free at 1-877-684-6448; or facsimile at (202) 741-5769.

Please be advised there are no assessable Freedom of Information Act fees for processing your request. For additional information or assistance, please contact the Freedom of Information and Privacy Act Office at (502) 613-4832 or usarmy.knox.hrc.mbx.foia@mail.mil.

Sincerely,

A handwritten signature in cursive script that reads "Bryan K. Jolly".

Bryan Jolly
Government Information Specialist

Enclosure

EXHIBIT

7



Home

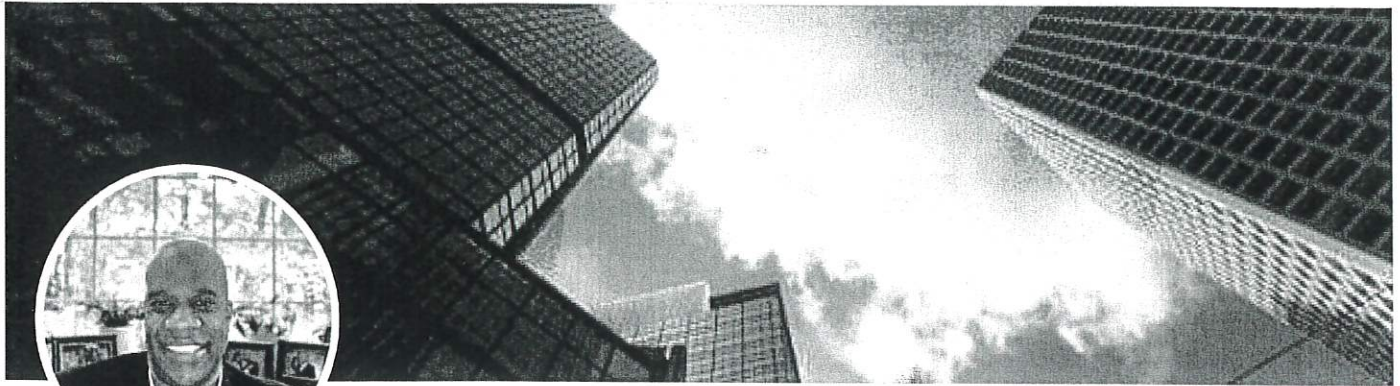


My Network



Jobs

VA Education Benefits/TA - Most MBA programs study great leaders. Ours was b



Ferdinand Risco • 3rd

Army Veteran | Entrepreneur | Small Business Champion

Atlanta, Georgia, United States · [Contact info](#)

500+ connections



Phoenix Enterprise Consulti
Group

Connect

Message

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12,178,180 followers

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The Wall Street Journal

Page • Newspapers
8,643,654 followers

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15

About

Following 10 years as an Army enlisted soldier and commissioned officer, Ferdinand Risco worked for government agencies and fortune 500 companies earning awards for best-in-class results. From supervisor to agency CEO, he has 25 years of leadership experience. Now as the founder of Phoenix Enterprise Consulting Group, he coaches firms to build systems increasing capacity and prepare for contracting opportunities.



Messaging



EXHIBIT

8

From: [Website Contact Form for Mayor's Office](#)
To: [Mayor Information; Wilson, Hannah E](#)
Subject: Website Mayor Contact Form [#7274] - on
Date: Friday, December 14, 2018 12:31:30 PM

Date * Friday, December 14, 2018

Name * Mathias Hamilton

Address * 2222 S 9th St
Louisville, KY 40208
United States

Phone Number * (502) 436-9028

Email * hamiltonmathias@yahoo.com

Comment, question or concern: Mr. Mayor

In the interest of advancement in public transportation for metro Louisville please consider initiating a national search to replace the retired executive director J. Barry Barker for the Transit Authority of River City (TARC). It is very important that you strive to find someone with the knowledge, expertise, vision, drive and community service that we need to be successful.

This community deserves no less than a new executive director with the same qualities as Barry Barker.

Respectfully

Mathias Hamilton
President / B.A. CTA
ATU Local 1447

← RE: Website Mayor Contact Form
[#7274] - on



Mayor Information

Me

12/14/2018, 12:45 PM

📎 2 attachments



Thank you for the letter. Your input is appreciated and will be shared with Mayor Fischer.

From: Website Contact Form for Mayor's Office [mailto:no-reply@wufoo.com]
Sent: Friday, December 14, 2018 12:31 PM
To: Mayor Information <Mayor.Information@louisvilleky.gov>; Wilson, Hannah E <Hannah.Wilson@louisvilleky.gov>
Subject: Website Mayor Contact Form [#7274] - on

Date * Friday, December 14, 2018

Name * Mathias Hamilton

Address * | |



Trash



Archive



Move



Reply



More



EXHIBIT

9



GREATER LOUISVILLE CENTRAL LABOR COUNCIL

working for a better life

President Todd Dunn - UAW 862

Vice President Caitlin Lally - UFCW 227

Secretary Treasurer Bob Bracy - NALC Branch 14

Recording Secretary Joe Phelps - BCTGM 33G

Sergeant at Arms Jay Dennis - TEAMSTERS 89

JEFFERSON, BULLITT, OLDHAM, HARDIN, NELSON, SPENCER, SHELBY, & MEADE COUNTIES



502.964.5469



glclc.com



3000 Fern Valley rd, Louisville, KY 40213

Honorable Mayor Greg Fischer,

The Greater Louisville Central Labor Council and the more than 50 affiliated unions with 50,000 plus union members respectfully request that you do a nationwide search for a new director for the Transit Authority of River City, to find someone with similar qualities as Barry Barker. Louisville and the proud union members working for TARC deserve a director who is compassionate about public transit and its most valuable asset, the employees moving our city forward. Louisville deserves a Director that will stand behind TARC employees with continuous support.

It is important not only to our membership but to the citizens of Louisville that our bus drivers and TARC employees have a strong relationship and are able to work together to make Louisville better.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Todd Dunn'.

President, Todd Dunn, Greater Louisville Central Labor Council

EXHIBIT

10

Who Moves this City

ATU is coming to you guys this afternoon with concerns about Risco not honoring our CBA ATU has no confidence in him and his type of leadership. As of today, Mr. Risco has failed to answer multiple grievances, and he is well aware of these issues. He has attempted to violate the CBA over 29th Street work schedule, Risco has allowed a young adult **19-year-old** to work here as a mechanic. This also is a violation to our CBA. TARC has a long-standing practice that the age to work here is 21. In accordance with the Law, our collective bargaining agreement states “ ***You must be able to obtain a Class B CDL with passenger endorsement***” Mr. William Harris maintenance Director stated that Kim Blanton hired this guy knowing he was underage. To be clear the union has never had a conversation nor an agreement with TARC about a hiring underage employees. This is not only a violation of our CBA, but it goes against the companies own policy. The front of the application when applying for employment here states “**Are you at least 21 years of age**” Implying that you have to be at least 21 years old to work here.

TARC Discipline code

Failure to maintain an appropriate license as required by law.

first offense

- (a) if license suspended or revoked 30 days or less: **20 day suspension.**
- (b) If license suspended or revoked more than 30 days: **subject to termination**

Second offense

- **Subject to termination**

Failure to notify the human resource department by the end of the first business day after receiving notice of any loss of privileges(i.e. suspension, revocation, or cancellations).

first offense

- **Subject to termination**

Risco is willing to spend tax dollars on arbitrations, lawyers fee and arbitrator fees knowing that procedures in CBA were not followed. Spending thousands of dollars on multiple arbitrations vs spending less than a grand to sustain grievances for failure to follow a simple timeline. This is incompetence.

Risco, who's acting in the position to make all decisions for TARC and Tarc3, has turned off all concerns to our CBA, the RFP, and the contract that Tarc holds with First Transit. First Transit is in violation every single day from changing passenger scheduled routes, running the facility with no supervision on the clock or insight.

The RFP States

- A supervisor or manager must be on duty whenever the doors are open for operations. This is not being upheld by First Transit.

First Transit standard operating procedure States,

- cold weather conditions- if the vehicle is not running and a wrecker is dispatched to the location, The own Duty Road supervisor should be dispatched to the location to give the driver a warm place until the wrecker arrives. On Dec 10th, 2018 one of their employees was stranded for 3 hours at 2.5 miles away from the base in below-freezing weather. She called into dispatch several times, the last few calls she was crying letting dispatch know that the wrecker hadn't arrived and she was in pain from onset hypothermia, her feet were numb and legs were numb First Transit eventually brought this employee back to base after 3 hours didn't offer to take her to see a physician instead they sent her home and docked her pay because the bus broke down.

These are major issues that are going on at First Transit. I don't know if TARC and First Transit have worked out some kind of plan where they work together and not bring up these issues. But they're in violation on a

daily basis. They are supposed to have a certain amount of drivers, but every month they speak at the TACC meeting about how understaffed they are. The reason that they are so understaffed is no one's fault but their own.

These paratransit companies invade our cities searching out contracts to bid the lowest on and later complain that they can't run the company on what they've put out on the bid, who constantly hire and send inexperienced, undertrained drivers into streets to pick up our ADA community, the elderly and the sick. These are human beings that are merely dollar signs in the eyes of these horrible paratransit companies. All they seem to care about across the country is a warm body behind the wheel. If the city of Louisville only knew who was coming to pick them up they would never ride the service again. Bring this service in house where they can earn a livable wage and be treated with dignity and respect. Stop and think these are people, and people shouldn't treat people the way that ???

The Union is requesting that TARC sustain all grievances that are in violation brought upon by TARC and settle all debts that the union has incurred because of TARC's failure to act.

ATU is here asking you the board members to gain some control of your Acting Director and make him honor not only our contract but all contracts that the people and the tax dollars of Louisville, KY are entrusting to you.

Last but not least

ATU is respectfully requesting that you do not bring forth a vote to recommend Mr. Risco to be Director of TARC. We request that you submit to the honorable mayor asking to conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is passionate and informed about public transit, the passengers, and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support.

On Thursday, January 31st drivers at 1st transit were sent out to pick up passengers knowing that the fuel truck never came in to fuel the vehicles but the company's still sent out buses to pick people up in 9° weather a major safety issue if the bus would have ran out of gas the driver and all its passengers could have suffered severely. 1st transit stated to its drivers that if you are low on fuel bring the bus back to base then they sent the employee's home harming their pay because they didn't have fuel.

**Editorial group - public agency I like to build a relationship with you to talk about safety issues, violations

Media - transportation reporter ask them to meet with me and discuss

- We're going to start meeting with the public

Radio show

- I like to do a show about public transportation

Maintenance

- Our issues parts
- Garage ventilation safety issue.

What church does Risco go to?

EXHIBIT

11


Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Thursday, February 7, 2019 6:56 AM
To: Mayor Information
Subject: Website Mayor Contact Form [#7569] - on

Date * Thursday, February 7, 2019

Name * Katie Cohen

Address * 
Louisville, ky 40202
United States

Phone Number * 

Email * katie.cohen@jcta.org

Comment, question or concern: Mayor Fischer,
I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support.
Please take into consideration my request. Thank You, Katie Cohen

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Wednesday, January 23, 2019 12:48 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7466] - on

Date * Wednesday, January 23, 2019

Name * [REDACTED]

Address * [REDACTED]
[REDACTED]
Louisville, Ky 40258
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern: Mayor Fischer, I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request.
Thank You

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Wednesday, January 23, 2019 11:31 AM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7463] - on

Date * Wednesday, January 23, 2019

Name * [REDACTED]

Address * [REDACTED]
[REDACTED]
Lou., Ky. 40218
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern: Mayor Fischer. I am respectfully asking U to have a nation wide search for a new Director for transit authority of river city. Find someone to replace Berry Barker . He did A great job & I got to work with him on Lots of boards like M U W . He was a director that care about public transit and it most valuable asset the Employees. And worked with them he will be missed , we need someone like him less not go backward . Please take into consideration my request!
Thanks Mayor Fischer [REDACTED]

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 22, 2019 12:14 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7458] - on

Date * Tuesday, January 22, 2019

Name *

[REDACTED]

Address *



[REDACTED]
Louisville, KY 40208
United States

Phone Number *

[REDACTED]

Email *

[REDACTED]

Comment, question or concern:

Mayor Fischer,

I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city.

We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request.

Thank You


[REDACTED]

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 22, 2019 11:07 AM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7457] - on

Date * Tuesday, January 22, 2019

Name * [REDACTED]

Address *  [REDACTED]
Louisville, KY 40228
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern:

Dear Mayor Fischer,

I am writing to request that you conduct a nationwide search for a new Director for the Transit Authority of River City. The current interim director does not seem interested in supporting the most important part of TARC, its employees, or in honoring the contract negotiated in good faith between those employees and the city. Our city deserves a Director who is compassionate about public transit and the hard working men and women that move this city. We deserve a Director who provides support and is interested in growth and improvement for the city and those who work to make it better.

Respectfully,

[REDACTED]

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 22, 2019 10:27 AM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7455] - on

Date * Tuesday, January 22, 2019

Name * Tim Morris

Address 
* 3000 Fern valley rd.
Louisville, Kentucky 40213
United States

Phone (270) 791-6628

Number

*

Email * tim.morris@glclc.com

Comment, question or concern:

I am sending this on behalf of the Greater Louisville Central Labor Council. (the union representing TARC employees)

Honorable Mayor Greg Fischer,

The Greater Louisville Central Labor Council and the more than 50 affiliated unions with 50,000 plus union members respectfully request that you do a nationwide search for a new director for the Transit Authority of River City, to find someone with similar qualities as Barry Barker. Louisville and the proud union members working for TARC deserve a director who is compassionate about public transit and its most valuable asset, the employees moving our city forward. Louisville deserves a Director that will stand behind TARC employees with continuous support.

It is important not only to our membership but to the citizens of Louisville that our bus drivers and TARC employees have a strong relationship and are able to work together to make Louisville better.

Sincerely,

President, Todd Dunn, Greater Louisville Central Labor Council

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 15, 2019 4:43 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7389] - on

Date * Tuesday, January 15, 2019

Name *

[REDACTED]

Address *



[REDACTED]

Louisville, KY 40272

United States

Phone Number *

[REDACTED]

Email *

[REDACTED]

Comment, question or concern:

Mayor Fischer, I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request.
Thank You

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 15, 2019 2:30 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7387] - on

Date * Tuesday, January 15, 2019

Name * [REDACTED]

Address * [REDACTED]
[REDACTED]
Louisville, Ky 40203
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern: Mayor Fischer, I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request.
Thank You

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 15, 2019 12:15 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7383] - on

Date * Tuesday, January 15, 2019

Name * Sheila Brooks

Address * 
Louisville, Kentucky 40312
United States

Phone Number * (502) 689-1159

Email * sbrooks@afscme962.org

Comment, question or concern: Mayor Fischer,

I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request.

Thank You
Sheila Brooks

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Tuesday, January 15, 2019 8:47 AM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7381] - on

Date * Wednesday, January 16, 2019

Name * [REDACTED]

Address * [REDACTED]
[REDACTED]
Louisville, Kentucky 40214
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern: Mister mayor please look outside for a director for TARC the director that we have right now has no compassion for the drivers these drivers keep the city moving forward and need someone that is going to stand behind them in doing so

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Monday, January 14, 2019 6:11 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7377] - on

Date * Monday, January 14, 2019

Name * [REDACTED]

Address

*

[REDACTED]
Louisville, Kentucky 40211
United States

Phone [REDACTED]

Number

*

Email * [REDACTED]

Comment, question or concern:

The interim Executive Director of TARC is trying to make all of the Employees at TARC to get pay every two weeks instead of every week. Also he trying to see if he could to find a way to us pay us less in money because he said we are getting paid two much. There is something that we need to do something to not let him get his way. He letting us know if he do not get his way he will find a way to get you fired. I know that there needs to some chances at TARC but to me I think he is going the wrong way. The city needs to know exactly what going at TARC and need to helps the employees at TARC To make sure that they have a have a job without getting Threaten of getting fired for little or no reason at all. Also trying to find a way of getting rid of the union for TARC. Please help with our union President to find a way to fight this matter with the interim director.

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Monday, January 14, 2019 4:29 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7374] - on

Date * Monday, January 14, 2019

Name *

[REDACTED]

Address *



[REDACTED]

Louisville, Ky 40215

United States

Phone Number *

[REDACTED]

Email *

[REDACTED]

Comment, question or concern:

Honorable Mayor Greg Fischer, I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request. Thank You

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Sunday, January 13, 2019 5:16 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7370] - on

Date * Sunday, January 13, 2019

Name * [REDACTED]

Address * [REDACTED]
[REDACTED]
louisville, kentucky 40220
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern: Mayor Fischer

I'm respectfully requesting that you conduct a nationwide search for a new Director for the Transit Authority of River City to find someone who is comparable to Barry Barker or better. The city of Louisville deserves a Director who is compassionate about public transit and its most valuable asset, the employees that move this city. We deserve a Director who gets behind the employees with continuous support. Please take into consideration my request.

Thank You

Taylor, Annale

From: Website Contact Form for Mayor's Office <no-reply@wufoo.com>
Sent: Saturday, January 12, 2019 11:59 PM
To: Mayor Information;Wilson, Hannah E
Subject: Website Mayor Contact Form [#7369] - on

Date * Saturday, January 12, 2019

Name * [REDACTED]

Address * [REDACTED]
[REDACTED]
Louisville , Kentucky 40211
United States

Phone Number * [REDACTED]

Email * [REDACTED]

Comment, question or concern: Hon. Mayor Fischer, we the employees of TARC are respectfully requesting that your office perform a broad (national) search to fill the executive director position. Although there's only one Barry Barker (we know), the interim person in place has no regard for our union, and continually demonstrates blatant disregard for our "legal contract". We greatly appreciate your consideration in this matter.

EXHIBIT

12



Tracy Davis



Tracy Davis

4 mutual friends including Dwight Maddox and Craig Friedman

Lives in Louisville, Kentucky

Executive Board of Directors at American Cancer Society - Kentucky and Attorney at...

VIEW PROFILE

MAR 22, 2019, 11:50 AM



American Indian Movement Chapter of Indiana and Kentucky



Political Organization



APR 14, 2019, 8:01 AM

I need to speak to you again on Monday. It's important

Okay. I'll text you when I get to the office.



Thank you



Aa



EXHIBIT

13



Download Full screen Print

Search



message

home

home

(502) 919-5111

Notes

FLR
Contact

Send Message

Share Contact

Add to Favorites

Add to Emergency Contacts



Download Full screen Print

To: [Icons]

You home safe?

12/27/17

Download this app for me so we can chat

Tap to Load Preview

sgnl.link >



Ok good

Glad you are home.

Dec 27, 2017, 11:06 PM

So when am I going to see YOU, by yourself, so we can have a few minutes to talk?

images.png Download Full screen Print



AT&T LTE 8:12 AM 87%



I know the game is late, but I put aside a ticket if you want to come hang out for a little bit.

I'll come get you

Make sure you stay warm

Doesn't have the same effect now that you are not standing in the door but the offer still stands

JAN. 2, 2018

UL basketball GAME



Tue, Jan 2, 7:39 AM

Let me know when you can get out and have some fun. I got you





Download Full screen Print

To: [Profile Icons]

AUG 14, 2018, 4:34 PM

What's the COD?

"Color of Drains"

Please enlighten me. COD's odd knowns isn't

COD yesterday was red

Possible [unclear]

No, definitely.

Today?

AUG 15, 2018, 9:01 AM

LOL...silence.

purple

Always a great choice

image1.png Download Full screen Print



AT&T LTE

8:11 AM

87% battery icon



Wed, Aug 22, 7:27 PM

Leave some space for that last round...



WRS@
Baxter's
942
happy hour

And I had one waiting for you.

You can still come get it.

It will be here

303

Meet out in the highlands
Pick a spot I got 1 hour need to
get food



Message removed from this thread

Russell Goodwin
WRS fired
08/21/2018

* He said that
he could be
my fuck
buddy



Download Full screen Print

Aug 23, 2018, 9:42 PM

Got your candidate — *Jeremy Piddly*

*Russell
Goodwin was
hired 08/21/18*

Now we need to make sure
he isn't tainted



Nice!

You're the new coach,
teacher and metor.

I'll work on the Director

Shine up for challenge

I know you are
Its really not a challenge for
you. Just do what you do

*— Steven
10/24/18*

Download Full screen Print



Aug 23, 2018, 11:12 AM

Hey Jessica,
I said this before and I'm saying it again because I know you. Here's what I will do for you, I will release myself as friend, I'm not encouraging you nor am I wanting you to do/be someone or something you don't want to be. You wanna take the flight instead of fight then you be you. I can never understand the cut off from me when shit gets thick with yaw! Tell his ass and be done simple! Don't be afraid to say I DONT FUCKING WANT THIS!

Russell Goodwin
(Marketing Director)
was fired
Aug. 20, 2018



Download Full screen Print

thick with yaw! Tell his ass and be done simple! Don't be afraid to say I DONT FUCKING WANT THIS! Cutting and being scared around me though that's FUCKED UP! I didn't make him attractive to you, I didn't say GO AFTER JESSICA, none of that I'm honest with you and HIM! I don't want to be in the middle of SHIT! It's cool tho hope all works out.



image1.png Download Full screen Print



AT&T LTE

7:27 PM

72%

New iMessage

Cancel

To: Shantal

Fri, Sep 28, 9:37 AM

I hope that all things work out for you. I pray you never think that I am instigating you do something that is not within your morals. We have fallen off as friends and I hope the cut off keeps you within your realm of standards. My procedure yesterday found spots on my stomach and I'm nervous but trusting God. I pray that you know I stand with you, I was right! If you get this job, I know our relationship will be different it's already began. I was not saying you needed to do anything but be YOU! Have a good day and good luck.

Fri, Sep 28, 2:29 PM

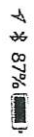
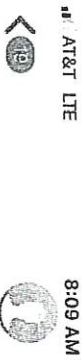


- Oct. 24 2018
Director of Marketing
Interview
- Rejection letter
Received Nov. 17th
- Max Maxwell
Started @ TARC
Dec. 10.

image4.png Download Full screen Print



Buy Marketing Dir.
Rejection
Letter.
was received
Nov. 17, 2018



Fri, Nov 9, 12:58 AM



OK.

Talk to you tomorrow



Let's use this to chat:

Tap to Load Preview

sgn-link

You should download signal

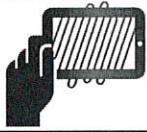


Click the link so I can really talk to you



EXHIBIT

14



Mobile Forensic Solutions
Mobile Device Analysis Report



July 27, 2020

David Beyer from the Pence and Whetzel PLLC law firm contacted Mobile Forensic Solutions for assistance in examining devices related to an incident he was investigating. The case involved allegations that the previous director of TARC for Metro Government, Ferdinand Risco, sending inappropriate messages to females in the community. Mr. Beyer explained that the messages were sent on the texting app Signal. The devices submitted were reported to have been reset to factory settings.

On July 17, 2020, the devices were collected from Dwight Maddox at TARC headquarters located at 1000 West Broadway. Attached to this report is the Chain of Custody form used to collect and return the evidence.

Evidence Submitted

EV1: EV1 is best described as a Samsung manufactured mobile phone; Note 10 Plus series, model SM-N975U, bearing the IMEI of 359233064708492. In addition to making and receiving phone calls, EV1 is capable of sending and receiving SMS, MMS, instant messages, and email. EV1 is equipped with a camera and can create and view graphic image and video files. EV1 has the ability to access the Internet and can install Third Party applications. EV1 has a storage capacity of 256 GB. EV1 has damage to the upper right section of the back cover. Images of EV1 can be found in Attachment A.

EV1SIM1: EV1SIM1 is best described as a Subscriber Identity Module (SIM) card bearing the Integrated Circuit Card Identity (ICCID) of 89148000005366007268.

EV2: EV2 is best described as a Microsoft Surface Pro; 5th Generation, model 1796, bearing the serial number of 013494792053. EV2 has a NAND flash memory chip with a storage capacity of 256GB. EV2 was accompanied with a removable keyboard and charger. Images of EV2 can be found in Attachment A.

EV3: EV3 is best described as a Microsoft Surface Pro; 5th Generation, model 1796, bearing the serial number of 036861483153. EV3 has a NAND flash memory chip with a storage capacity of 512GB. EV3 was accompanied with a removable keyboard and charger. Images of EV3 can be found in Attachment A.

Extraction of Data

The data on the devices was extracted with a Universal Forensic Extraction Device 4PC (UFED4PC) 7.34.1.133. The techniques utilized to obtain the data from the submitted device were File System, Advanced Logical and Logical extractions. The extractions took place at the office of Mobile Forensic Solutions.

Findings

Signal App

Signal is an application that enable users to send messages with end-to-end encryption. When end-to-end encryption is efficiently enabled, only the users can decrypt content sent and received during communication. Signal has the following features:

- View-once Media
- Self-Destructing Messages
- Archiving Chats
- Screen Security
- Back Up and Restore Messages
- App Lock
- Video Calls
- Voice Calls
- Text Messages
- Transfer Files

EV1

The phone number assigned to EV1 is 502-919-5111. Although it was reported that EV1 was reset, user data was recovered. EV1 contained 11 text messages and 4 media files. The media files and text messages recovered from EV1 were found to be not related to the investigation. No user data was found on EV1. No data from the Signal app or other 3rd Party texting app was found on EV1. The only indication that EV1 belonged to Ferdinand Risco was the below text message:

Ferdinand can you please send me Randy's contact information. We may have to move up the communication plan discussed every media outlet has been calling us

The information recovered from EV1 including text messages and media files can be found in the digital report.

EV2

EV2 had two user accounts "frisco" and "Frenchie Risco". Reviewing the contents of the two accounts it was discovered that they contained no evidence related to the investigation. A majority of the files within the two accounts were work related documents for TARC. There were no inappropriate images or messages on EV2.

EV3

At the time the evidence was collected, Mr. Maddox indicated that EV3 was not operational. EV3 was found to be none responsive to charging or other buttons. Considering that EV3 has NAND flash memory a chip-off examination is possible. A chip-off examination would result in the destruction of EV3. Until further approval is provided, no examination was completed on EV3.

Conclusion

The text messages from EV1 can be found on the associated digital report. The lack of artifacts on EV1 strongly indicates that someone deleted the evidence and removed the user account. The No evidence of the Signal app or any 3rd Party messenger software was found on the devices.

If retrieving text messages is one of the priorities of the investigation, it is suggested to reach out to the victims in the case to examine their mobile devices. Extractions can be performed with the victims present to ensure the search related to the case is not overbroad.

A standard policy of Mobile Forensic Solutions is that the data extracted from the involved devices is only retained for 10 days. If counsel wishes that the extracted data be saved for a longer period of time, notification must be made to Mobile Forensic Solutions prior to the 10-day retention period.

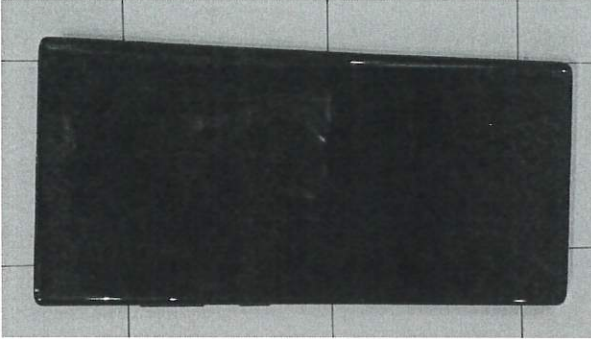
Dan Jackman CMDE, CASE, CCPA, CASA, GCIH, GISP

Dan Jackman Digitally signed by Dan Jackman
Date: 2021.01.15 09:48:14 -05'00'

Mobile Forensic Solutions
Technical Examiner

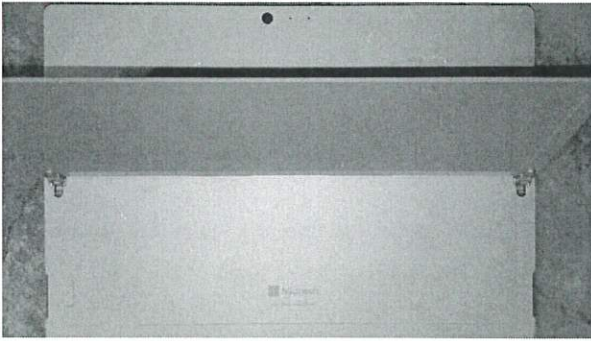
Attachment A
Images of Evidence

EV1

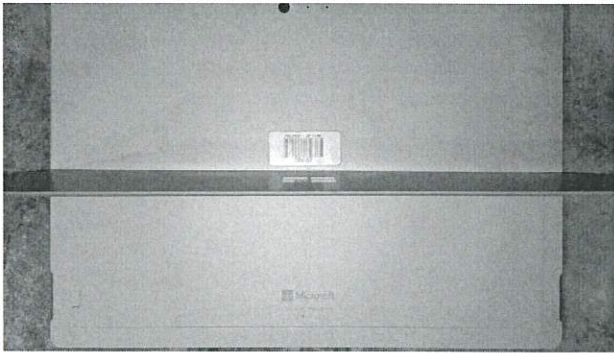


EV2





EV3



EXHIBIT

15

TARC Allowable Expense Report										AMOUNT OF CASH ADVANCE
NAME	TRAVEL PURPOSE									
Ferdinand L Risco Jr.	Chicago, IL									
	APTA Transit CEO Seminar									
EXPENSE	Sunday 14-Apr-19	Monday 15-Apr-19	Tuesday 16-Apr-19	Wednesday	Thursday	Friday 12-Apr-19	Saturday 13-Apr-19	Direct Billed	WEEKLY TOTALS	
AUTO MILEAGE										
AUTO ALLOWANCE										
AIRFARE								\$613.50	\$	613.50
PARKING									\$	-
BUS/TAXI/TRAIN			\$31.54						\$	31.54
AUTO RENTAL									\$	-
HOTEL								\$716.00	\$	716.00
MEALS - BREAKFAST	\$28.90								\$	28.90
LUNCH			\$15.58						\$	15.58
DINNER	\$28.18	\$144.00				\$2.69	\$32.98		\$	205.85
MEAL TIPS									\$	-
TELEPHONE									\$	-
REGISTRATION FEES									\$	-
GASOLINE								\$795.00	\$	795.00
OTHER (ITEMIZE)									\$	-
BAGGAGE									\$	-
TIPS									\$	-
TOLLS									\$	-
DAILY TOTALS	\$ 55.08	\$ 144.00	\$ 47.12	\$ -	\$ -	\$ 2.69	\$ 32.98	\$ 2,124.50	\$	2,406.37
(A) TOTAL ALLOWABLE EXPENSES	(B) LESS CASH ADVANCE		(C) AMT TO BE (REIMBURSED)		SUBMITTED BY		APPROVED BY DEPARTMENT HEAD		DATE	
\$ 2,406.37	\$ 2,124.50	\$ 281.87			<i>[Signature]</i>		<i>[Signature]</i>		4.23.19	

Expense Reports are due within (10) working days after the day of return to Louisville. Submit receipts for expenses whenever possible. (Maximum daily meal allowances of \$50 not including tips) Please submit hotel, airfare, and registration fees along with your expense report in the direct billed column if prepaid by TARC Note: Total Expenses (A) minus Cash advance plus Direct Billing (B) equals Amount to (return) or (reimbursed) by TARC (C).

31000 5090 2018
[Handwritten initials]
 4/23/2019 1:56 PM

KEY OF TERMS

- Arrival date different than departure date
** - Check-in required
***- Multiple meals
*S\$ - Multiple seats
AR - Arrives
B - Breakfast
C - Bagels / Beverages
D - Dinner

F - Food available for purchase
L - Lunch
LV - Departs
M - Movie
R - Refreshments, complimentary
S - Snack
T - Cold meal
V - Snacks for sale

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier on your ticket.

Please review Delta's check-in requirements and baggage guidelines for details.

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit [Flying safely government guild](http://FlyingSafely.gov).

Do you have comments about service? Please email us to share them.

NON-REFUNDABLE / CHANGE FEE

When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

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- Claim restrictions including time periods within which you must file a claim or bring action against us.
- Our right to change terms of the contract.
- Check-in requirements and other rules established when we may refuse carriage.
- Our rights and limits of our liability for delay of failure to perform service, including schedule change, substitution of alternative air carriers or aircraft, and rerouting.

Woodfork, Janna

From: Delta Air Lines <DeltaAirLines@e.delta.com>
Sent: Friday, March 15, 2019 1:20 PM
To: Woodfork, Janna
Subject: Delta Reservation Itinerary



Hello, FERDINAND LATZO

SkyMiles #*****794

Your Trip Confirmation #: **F8SDFC**

[MANAGE MY TRIP >](#)

Thank you for choosing Delta. This information is a copy of your itinerary and not a receipt. If you are holding this itinerary, be sure to complete your purchase before the deadline by calling 1-800-221-1212. For a complete list of world wide phone numbers, please visit www.delta.com/contact_us.

Fri, 12APR	DEPART	ARRIVE
DELTA 2055 Main Cabin (K)	DALLAS-LOVE FIELD 6:40pm	ATLANTA 9:45pm
DELTA 2055 (OU) Upgrade Requested	DALLAS-LOVE FIELD 6:40pm	ATLANTA 9:45pm
DELTA 1186 Main Cabin (K)	ATLANTA 10:38pm	CHICAGO-OHARE 11:48pm
DELTA 1186 (OU) Upgrade Requested	ATLANTA 10:38pm	CHICAGO-OHARE 11:48pm
Tue, 16APR	DEPART	ARRIVE
DELTA 2562 Main Cabin (X)	CHICAGO-OHARE 2:52pm	DETROIT 5:10pm
DELTA 2562 (OU) Upgrade Requested	CHICAGO-OHARE 2:52pm	DETROIT 5:10pm
DELTA 6186* Main Cabin (X)	DETROIT 5:40pm	LOUISVILLE, KY 7:01pm



DAL > ORD

APTA TRANSIT CEO SEMINAR

Dallas-Love Field, TX to Chicago-Ohare, IL
FRI, 12 APR 2019 - TUE, 16 APR 2019

FLIGHT CONFIRMATION # F8SDFC

MULTI-CITY | 1 PASSENGER

FLIGHTS

FLIGHT DL 2055

FRI, 12 APR 2019 10 DAYS FROM DEPARTURE MANAGE COMPLIMENTARY UPGRADES

DAL > ATL ON TIME SEAT: 22B

DEPART: 6:40 PM ARRIVE: 9:45 PM MAIN CABIN (K)

MEAL SERVICES: Refreshments, Drinks
In-Flight services and amenities:

In-Flight services and amenities may vary and are subject to change.

Find Sky Club Locations:
Love Field - DAL
Hartsfield-Jackson Atlanta Intl - ATL

Airport Map: DAL | ATL

Aircraft: Boeing 717-200
Flight Time: 2HR 5M
On Time %: N/A
Miles Flown: 731

BAGGAGE & SERVICE FEES

LAYOVER IN ATLANTA, GA 53M

FLIGHT DL 1186

FRI, 12 APR 2019 10 DAYS FROM DEPARTURE MANAGE COMPLIMENTARY UPGRADES

ATL > ORD ON TIME SEAT: 15D

DEPART: 10:38 PM ARRIVE: 11:48 PM MAIN CABIN (K)

MEAL SERVICES: Refreshments, Drinks
In-Flight services and amenities:

In-Flight services and amenities may vary and are subject to change.

Find Sky Club Locations:
Hartsfield-Jackson Atlanta Intl - ATL
O'Hare International Airport - ORD

Airport Map: ATL | ORD

Aircraft: MD-88
Flight Time: 2HR 10M
On Time %: N/A
Miles Flown: 591

BAGGAGE & SERVICE FEES

FLIGHT DL 2562

TUE, 16-APR 2019 14 DAYS FROM DEPARTURE MANAGE COMPLIMENTARY UPGRADES

ORD > DTW ON TIME SEAT: 17C

DEPART: 2:52 PM ARRIVE: 5:10 PM MAIN CABIN (X)

MEAL SERVICES: No Cabin Service
In-Flight services and amenities:

In-Flight services and amenities may vary and are subject to change.

Find Sky Club Locations:
O'Hare International Airport - ORD
Detroit Metro Arpt - DTW

Airport Map: ORD | DTW

Aircraft: Airbus A319
Flight Time: 1HR 18M
On Time %: N/A
Miles Flown: 235

BAGGAGE & SERVICE FEES

LAYOVER IN DETROIT, MI 30M

FLIGHT DL 6186 Operated by: GoJet Airlines DBA Delta Connection

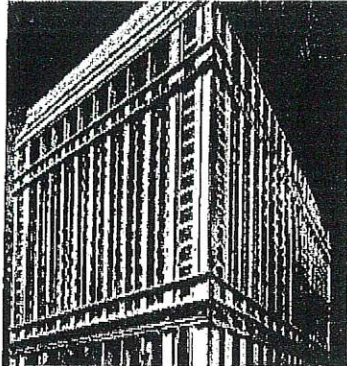


JW Marriott Chicago

151 W. Adams Street
Chicago, IL 60603 US

Phone: 312-660-8200 Fax: 312-660-8201

844.216.1486



Reservation for Ferdinand Risco

Online Confirmation Number: 32LL2RJM
 Marriott Confirmation Number: 84532607
 Check-in: Apr 12, 2019 (Check-in time: 4:00 PM)
 Check-out: Apr 16, 2019 (Check-out time: 12:00 Noon)



[View Hotel Website](#)



[Maps & Transportation](#)

Reservation Confirmation

Dear Ferdinand Risco,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

JW Marriott Chicago

Planning Your Trip

- [Visit Chicago area](#)

Reservation Details

Confirmation number: 32LL2RJM
Your hotel: JW Marriott Chicago
Check-in: Apr 12, 2019 (Check-in time: 4:00 PM)
Check-out: Apr 16, 2019 (Check-out time: 12:00 PM)
Room type: Run of House
Number of rooms: 1
Guests per room: 1
Guest name: Ferdinand Risco
Reservation confirmed: Jan 9, 2019
Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room (USD)
Apr 12, 2019 - Apr 16, 2019	179.00

TRANSMISSION VERIFICATION REPORT

TIME : 02/20/2019 13:16
NAME : TARC EXECUTIVE
FAX : 502-561-2133244
TEL : 502-561-5102
SER.# : U63274M4J872163

DATE, TIME	02/20 13:16
FAX NO./NAME	13126608201-8426
DURATION	00:00:40
PAGE(S)	01
RESULT	OK
MODE	STANDARD

thank you. your transaction has been processed. your confirmation number is 08717z

shipping address:
 Mr. Ferdinand L. Risco, Jr.
 Executive Director
 Transit Authority of River City (TARC)
 1000 West Broadway
 Louisville, KY 40203

bill to: Risco Ferdinand L.

phone: (502) 561-5104
fax: (502) 213-3244
email: frisco@ridetarc.org

item	quantity	price	discount	tax	shipping	net-total	full nar
2019 Transit CEOs Seminar-early fee	1.00	\$795.00	0.00	0.00	0.00	795.00	Mr. Ferc

payment method: MC
 credit card number:
 expiration date: 2020/11
 cardholder's name:
 payment amount: \$0.00
 authorization code:
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 net-balance

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F. Risco Jr. <ferdinand.risco@gmail.com>

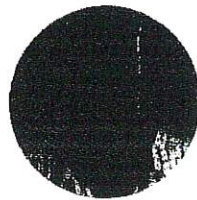
Your ride with Tariq on April 16

1 message

Lyft Ride Receipt <no-reply@lyftmail.com>
To: ferdinand.risco@gmail.com

Tue, Apr 16, 2019 at 11:39 PM


chicago



Thanks for riding with Tariq!

April 16, 2019 at 12:19 PM

Ride Details

Lyft fare (18.05mi, 39m 22s)	\$25.84
City of Chicago Airport, McCormick Place, Navy Pier Surcharge	\$5.00
Chicago City & Accessibility Fee	\$0.70
<hr/>	
 Visa *9194	\$31.54

Mastro's Steakhouse
Chicago, IL
Chicago IL
(312) 521-5100

Server: Isabel 04/15/2019
Table 206/1 9:06 PM
Guests: 2 110003
Area: Restaurant

Sauteed Spinach 13.00
Sm Lobster Mashed Potato *Stc* 20.00

Bone In Ribeye 22oz 62.00

Filet 6oz *Stc* 49.00

Subtotal 200.00
Tax 23.00

Total 223.00

Balance Due \$223.00

For banquet events, balance due includes suggested gratuity if accepted.
www.mastrosrestaurants.com
Facebook- Mastro's Restaurants
Twitter- @MastrosOfficial

AREAS USA ATL, LLC;
B11 MIDTOWN MAGAZINES
ATLANTA INTERNATIONAL AIRPORT
61497 Mariah C.

CHK 3520
12APR'19 9:54PM

049000040869
1 COKE ZERO CCB 20 2.69
CASH 20.00
FOOD 2.69
SALES TAX 8% 0.22
PAYMENT 2.91
CHANGE DUE 17.09
---61497 Closed APR12 09:54PM---

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Or Call 866.820.1178

HOT DOG EXPRESS ES
CHICAGO INTERNATIONAL AIRPORT
8000000063 AMALIA
CHK 9323
APR16'19 1:17PM
1 SPECIAL DOG 5.80
CHIPS
BTL SODA 20oz 3.19
1 HOT DOG 4.89

SUBTOTAL 15.86
FOODTX ADD207001 1.60
SODA TAX 0.10
AMOUNT PAID 15.58
AT01995C XXX9194
VISA CC 15.58
-8000000063 Closed APR16 01:17PM-
THANK YOU FOR YOUR BUSINESS!
TELL US ABOUT YOUR EXPERIENCE

Your order number is: 8323

EXHIBIT

16

Hotel and Airline Expenses 2019

Airlines		
Date	Company	Amount
27-Feb	Southwest	\$309.00
27-Feb	Southwest	\$309.00
8-Mar	Southwest	\$779.50
13-Mar	Southwest	\$912.17
13-Mar	Southwest	\$582.50
15-Mar	Delta	\$208.50
15-Mar	Delta	\$423.50
15-Mar	Delta	\$1,081.50
26-Mar	Southwest	\$278.46
26-Mar	Southwest	\$278.46
29-Mar	Southwest	\$401.46
29-Mar	Southwest	\$401.46
10-May	Delta	\$985.18
13-May	Southwest	\$536.68
23-May	American	\$252.61
30-May	Delta	\$430.00
3-Jul	Delta	\$171.00
4-Jul	Southwest	\$702.98
23-Jul	Delta	\$755.00
26-Jul	Delta	\$533.00
1-Aug	Delta	\$92.00
1-Aug	Delta	\$529.00
7-Aug	Southwest	\$474.00
7-Aug	Southwest	\$827.38
7-Aug	American	\$382.61
19-Aug	Delta	\$160.00
20-Aug	Delta	\$402.50
20-Aug	Delta	\$398.00
21-Aug	Delta	\$262.00
21-Aug	Delta	\$427.00
21-Aug	Delta	\$385.00
21-Aug	American	\$377.60
21-Aug	American	\$505.60
22-Aug	Delta	\$1,264.40
22-Aug	American	\$174.30
23-Aug	American	\$546.60
23-Aug	American	\$546.60
23-Aug	American	\$274.60
23-Aug	American	\$274.60
29-Aug	American	\$330.01
29-Aug	American	\$75.00
7-Sep	Delta	\$646.00
16-Sep	Southwest	\$310.00
4-Oct	Southwest	\$135.68
4-Oct	American	\$397.01
4-Oct	American	\$36.54
5-Oct	Delta	\$200.00
7-Oct	Delta	\$360.00
9-Oct	Delta	\$585.00
10-Oct	Delta	\$214.60
11-Oct	Delta	\$483.30
11-Oct	American	\$535.80
21-Oct	Delta	\$349.00
24-Oct	Delta	\$658.00
27-Oct	American	\$782.61
19-Nov	Delta	\$478.00

Hotels			
Date	Company	Amount	Credits
2-Feb	Marriott Myrtle Beach	\$253.12	
18-Feb	Hotels.com	\$703.75	
21-Feb	Marriott Myrtle Beach	\$846.86	
3-Mar	Hotels.com	\$2,057.40	
13-Mar	Hotels.com	\$2,057.40	
14-Mar	Hotels.com	\$2,057.40	
15-Mar	Hotels.com (ref# 8211)	\$4,464.20	-\$1,488.25
16-Mar	Hilton Hotels (Deposit only)	\$310.02	
21-Mar	Marriott Marquis WA	\$324.90	
26-Mar	Hotels.com	\$2,885.84	
11-Apr	Marriott (Chicago)	\$840.58	
12-Apr	Hilton Anatole (Dallas)	\$3,187.80	
12-Apr	Hilton Anatole (Dallas)	\$237.10	
12-Apr	Hilton Anatole (Dallas)	\$251.26	
17-Apr	Marriott (Chicago)	\$88.06	
10-May	Hotels.com	\$620.92	
10-May	Hotels.com	\$467.39	
16-May	Hyatt Regency Washington	\$425.16	
16-May	Hyatt Regency Louisville- APTA	\$1,497.38	
17-May	Hyatt Regency Louisville- APTA	\$998.24	
7-May	Galt House- APTA x 9 rooms	\$5,460.51	
6-Jun	Hotels.com	\$252.62	
11-Jun	Hotels.com	\$557.37	
15-Jun	Sheraton (Ontario)	\$682.65	
22-Jun	Hotels.com	\$2,727.64	
3-Jul	Crowne Plaza- Louisville	\$1,200.00	
6-Jul	Marriott (Tampa Waters)	\$887.57	-760.32
17-Jul	Marriott (Tampa Waters)	\$456.63	
17-Jul	Marriott (Tampa Waters)	\$243.69	
17-Jul	Marriott (Tampa Waters)	\$140.67	
18-Jul	Marriott (Tampa Waters)	\$77.33	
18-Jul	Hilton (Adv Purchase)	\$1,159.96	
22-Jul	Hotels.com	\$242.62	
22-Jul	Hotels.com	\$366.84	
26-Jul	Crowne Plaza- Louisville	\$2,621.66	
7-Aug	Hotels.com (ref #3133)	\$1,520.64	
7-Aug	Hotels.com (ref #6955)	\$2,517.91	-2,517.91
17-Aug	Hotels.com (ref #2141)	\$2,716.44	-2,716.44
17-Aug	Hotels.com (ref #4650)	\$928.36	-454.18
17-Aug	Hotels.com (ref #5051)	\$2,971.28	-1,114.23
23-Aug	Marriott Marquis WA	\$440.26	
25-Aug	Hampton Inn and Suites	\$873.04	
31-Aug	Marriott NY Marquis (ref Sep-Oct statement)	\$2,556.58	-2,556.58
4-Sep	Hyatt Regency St Louis	\$77.00	
6-Sep	W. San Francisco	\$685.02	
6-Sep	Hyatt Regency San Francisco	\$308.49	
7-Sep	Hyatt Regency San Francisco	\$615.96	
9-Sep	Hotels.com	\$3,802.56	
9-Sep	W. San Francisco	\$1,295.37	
11-Sep	W. San Francisco	\$18.19	
11-Sep	W. San Francisco	\$34.56	
12-Sep	The Embassy Row Hotel	\$242.32	
15-Sep	Hyatt Regency San Fran	\$580.09	
15-Sep	Hyatt Regency Columbus	\$209.15	
15-Sep	Hilton Internationals	\$2,883.62	
15-Sep	Hilton Internationals	\$6.60	

Hotel and Airline Expenses 2019

Airlines		
Date	Company	Amount
22-Nov	Southwest	\$217.96
6-Dec	Delta	\$498.60
6-Dec	Delta	\$408.60
11-Dec	Southwest	\$387.00
7-Jan	Southwest	\$572.96
15-Jan	Delta	\$665.40
16-Jan	Delta	\$48.98
16-Jan	Delta	\$68.00
28-Jan	Delta	\$528.40
29-Jan	Delta	\$861.40
6-Feb	Delta	\$146.00
18-Feb	Southwest	\$365.47
		\$29,981.07

Hotels			
Date	Company	Amount	Credits
15-Sep	Hilton Internationals	\$216.75	
15-Sep	Hilton Internationals	\$371.23	
15-Sep	Hilton Internationals	\$6.60	
17-Sep	Drury Hotels Columbus	\$563.97	
18-Sep	Marriott Marquis WA	\$480.49	
18-Sep	JW Marriott Austin	\$367.90	
18-Sep	Hyatt Regency Columbus	\$627.45	
18-Sep	Hyatt Regency Columbus	\$627.45	-584.56
18-Sep	Hyatt Regency Columbus	\$418.30	
21-Sep	Doubletree -Lexington	\$148.20	
30-Sep	Marriott Marquis WA	\$172.33	
3-Oct	Hotels.com	\$2,892.51	
3-Oct	Hotel Maya Long Beach	\$129.58	
3-Oct	Hotel Maya Long Beach	\$424.40	
10-Oct	Homewood Suites	\$640.02	
11-Oct	Courtyard New Haven	\$557.75	
12-Oct	Hotels.com (ref Sep-Oct statement)	\$2,695.90	
21-Oct	Residence Inn (Philadelphia)	\$1,295.04	
24-Oct	Marriott Midway Chicago	\$799.93	
26-Oct	Crowne Plaza- Atlanta	\$425.33	
1-Nov	CCI Hotel Reservation	\$659.70	
5-Nov	Courtyard New Haven	\$29.29	
27-Nov	Marriott Marquis WA	\$1,394.35	
3-Dec	Hotel Booking Service Fee	\$7.99	
3-Dec	CCI Hotel Reservation	\$154.11	
3-Dec	CCI Hotel Reservation	\$154.11	
3-Dec	CCI Hotel Reservation	\$154.11	
7-Dec	Marriott Marquis WA	\$123.40	
7-Dec	Grand Hyatt San Antonio	\$605.85	
7-Dec	Grand Hyatt San Antonio	\$605.85	
7-Dec	Grand Hyatt San Antonio	\$605.85	
10-Dec	Mariott Atlanta Marquis	\$393.43	
13-Dec	CCI Hotel Reservation	\$673.20	
16-Dec	Marriott Atlanta Marquis	\$631.94	
18-Dec	Marriott Tampa Waterside	\$385.44	
17-Jan	Hyatt Regency - Lexington	\$418.85	
17-Jan	Hyatt Regency- Lexington	\$344.85	
24-Jan	Crowne Plaza NJ	\$240.72	
1-Feb	Hyatt Regency Phoenix	\$425.52	
7-Feb	Marriott Myrtle Beach	\$253.12	
18-Feb	Hotels.com	\$703.75	
21-Feb	Marriott Myrtle Beach	\$846.86	
	Executive Director Approved Hotel Expenses (Jan 2019-Feb 2020)	\$90,609.40	
	8 transactions credited to 4837 account	-\$12,192.47	
		\$78,416.93	-12192.47

EXHIBIT

17

ADP	ADP
ADP	WISELY PAY CARDS
ADP	ADP WAGE PAYMENT SVCS
ALL AMERICAN POLY; ALLIED TOOL; CLINT CHEMICAL; EAGLE PAPER; MUNCIE	JANITORIAL & BUILDING MAINTENANCE
ALLIED, AM,EAGLE,MOOG,MUNCIE,SOUTHERN TOOL	BUILD MAINT/ HARDWARE SUPPLIES
ALLIED; CLINT CHEMICAL; EAGLE; INTERBORO	JANITORIAL AND SAFETY SUPPLIES
ALPHA MECHANICAL SERVICE	FACILITIES CAMERA MAINTENANCE
AMAZON	AMAZON MOA ROUTE 71
APOLLO OIL	BULK ANTIFREEZE
APOLLO OIL	BULK OIL & LUBRICANTS
ARNOLD L GREENE	HUMAN CAPITAL AND STRATEGIC SERVICES
BOEHL, STOPHER & GRAVES	LEGAL SERVICES
BROADWAY FOOD MART	BROADWAY FOOD MART
CINTAS CORP (G&K)	REVIVER VIEW
CINTAS CORPORATION NO. 2 D/B/A CINTAS FIRST AID & SAFETY	INDUSTRIAL UNIFORMS & RUGS
CLARKE POWER SERVICES	HYBRID BUS BATTERY
CLARKE POWER, GILLIG, KIRK'S, MUNCIE, SOUTHERN COACH	TRANSMISSION COMPONENTS
CROWE HORWATH	AUDIT SERVICES
CROWE LLP	AUDIT SERVICES
CUMMINS, DIESEL INJECTION, KIRK'S, MUNCIE	FUEL SYSTEM COMPONENTS

CUMMINS; APOLLO OIL; WHAYNE SUPPLY CO.; VALOR OIL CO.	BULK OIL & LUBRICANTS
D&W, GILLIG, KIRK, MOHAWK, MUNCIE, NEOPART, PREVOST	ELECTRICAL COMPONENTS
DANIELS ASSOCIATES, LLP	GOLDEN CONTRACT
DEBRAKUEMPEL, INC.	MECHANICAL, PLUMBING, & HVAC SERVICES EXTENSION
DELTA SERVICES GROUP, INC.	PARATRANSIT CONSULTING
DIESEL INJECTION, ELRED DISTRIBUTING, KIRK'S, NFI, PREVOST, ZORKO'S	STARTER COMPONENTS
DIESEL INJECTION, GILLIG, KIRK'S, MUNCIE, ZORKO'S	STARTER COMPONENTS
DINSMORE AND SHOHL LLP	LEGAL SERVICES
DOWNING VENDING SERVICE	VENDING SERVICES
ELERTS	TRANSIT INCIDENT REPORTING APPLICATION
EPIC	BENEFITS BROKERAGE FIRM
EXTENSION STAFFING	EXTENSION STAFFING
FINDLEY	ACTUARIAL SERVICES FOR TARC'S OLD PENSION PLAN
FLEET VEHICLE SOURCE	SMALL PASSENGER VEHICLES
FORD	FORD SMART MOBILITY/MAAS
GCI DIGITAL IMAGING	KIPDA COMMUTER VAN WRAPS
GILLIG CORPORATION; NEOPART	WHEELCHAIR LIFT COMPONENTS
GILLIG CORPORATION; NEOPART	WHEELCHAIR LIFT COMPONENTS
GILLIG, D&W, KIRK'S, MOHAWK, MUNCIE, NEOPART, PREVOST GILLIG, KIRK'S, MUNCIE, NEOPART, PREVOST, TRUCK PARTS	ELECTRICAL (AUTOMOTIVE) ELECTRICAL COMPONENTS (AUTOMOTIVE)

GILLIG, LASCO, MUNCIE, NEOPART, TRUCK PARTS, VMP	AIR SUSPENSION COMPONENTS
GILLIG, MCI	GLASS COMPONENTS (COACH)
GILLIG, MOHAWK, MUNCIE, SOUTHERN COACH, THERMOKING	A/C COMPONENTS
GILLIG, PREVOST	GLASS COMPONENTS (COACH)
GILLIG, HALCYON-IBP INDUSTRIES, MOHAWK, MUNCIE, NEOPART, PREVOST, VEHICLE MAINTENANCE PROGRAM	BUS BODY COMPONENTS
GILLIG, IBP, MCI, MIDWEST, MUNCIE	BUS BODY COMPONENTS
GILLIG, KIRKS, MOHAWK, MUNCIE, ROPPEL, SOUTHERN COACH	COOLING COMPONENTS
GILLIG, LASCO, MCI, MOHAWK, MUNCIE, NEOPART, PREVOST, TRUCK PARTS, TRUCK PRO, WHITE ASSOCIATES	BRAKE COMPONENTS
GILLIG, MUNCIE, NEOPART, NEW NFLYER, TRUCK PARTS	BUS HOSES
GILLIG; TRUCK PRO LLC; SOUTHERN COACH PARTS; MUNCIE TRANSIT SUPPLY	WHEEL AND DRUM COMPONENTS
HERITAGE FORD, SUPERIOR VAN & MOBILITY	SMALL PASSENGER VEHICLES
HUMAN DEVELOPMENT COMPANY	EMPLOYEE ASSISTANCE PROGRAM
HUMAN DEVELOPMENT COMPANY	EMPLOYEE ASSISTANCE PROGRAM
INFODEV	APC SYSTEMS SERVICE & SUPPORT
INTERSTATE BATTERIES	BUS BATTERIES
JAMES RIVER SOLUTIONS	ULSD #2 FUEL
JCTC	JCTC FARE FREE MOA
JTOWN	TROLLEY LEASE FOR JTOWN
KENTUCKY FILTERS 645 BERGMAN ST, LOUISVILLE, KY 40203	POLYESTER FILTER MEDIARFQ
KENTUCKY PETROLEUM RECYCLING	REMOVAL/DISPOSAL HAZARDOUS AND NON HAZARDOUS MATERIAL

KIMBALL OFFICE INC.	OFFICE FIXTURE AND FURNITURE REPLACEMENT
KIPDA	KIPDA PLANNING SERVICES
KIRK'S AUTOMOTIVE INC.; TRUCK PRO; SOUTHERN COACH; TRUCK PARTS; CUMMINS CROSSPOINT; DIESEL INJECTION; GILLIG; MOHAWK	DIESEL ENGINE COMPONENTS
KIRK'S AUTOMOTIVE, INC.; VEHICLE MAINTENANCE PROGRAM; MUNCIE TRANSIT SUPPLY; THE AFTERMARKET PARTS CORP.; TRUCK PRO LLC; LOUISVILLE AUTO SPRINGS CO.	WET & DRY FILTERS
KIRKS, TRUCK PARTS & SERVICE	LUBRICANTS AND FLUIDS
KRAUTHAMER & ASSOCIATES, LLC	EXECUTIVE SEARCH FIRM
KYTC	OUTER LOOP CIRCULAR
KYTC	CAPITAL STATE MATCH
LOUISVILLE AUTO SPRING COMPANY; MUNCIE TRANSIT SUPPLY, NEOPART	REAR SYSTEM COMPONENTS
LOUISVILLE AUTO SPRING COMPANY; MUNCIE TRANSIT SUPPLY, NEOPART	REAR SYSTEM COMPONENTS
LOUISVILLE/JEFFERSON COUNTY METRO	LOU METRO MOA
MERRICK KEMPER	ROOF & GUTTER REPAIR
MIDWEST, MOHAWK, MUNCIE, NEW FLYER	ELECTRIC BUS COMPONENTS
MOHAWK, MUNCIE, SOUTHERN COACH, THERMOKING	A/C COMPONENTS
MOHAWK, MUNCIE, PREVOST, ROPPEL RADIATOR, SOUTHERN COACH, MCI	COOLING COMPONENTS
MOOG LOUISVILLE WAREHOUSE, P.O. BOX 2555, LOUISVILLE KY 40201-2555	PAINT ESSENTIALS
MOSBY'S TOWING & TRANSPORT	TOWING SERVICES
MV TRANSPORTATION	PARATRANSIT & MOBILITY MANAGEMENT

NAVEX	TIPLINE SERVICES
NEOPART, PREVOST, SOUTHERN COACH	STEERING COMPONENTS
NEOPART; SOUTHERN COACH PARTS; MUNCIE TRANSIT SUPPLY; MCI SERVICE PARTS	WHEEL AND DRUM COMPONENTS
NIMBUS	NIMBUS
NIMBUS	PUBLIC RELATIONS AND MARKETING
OFF DUTY POLICE SERVICES, INC	POLICE SERVICES
OUTFRONT MEDIA, LLC	BUS SHELTER INSTALLATION & ADEXTENSION
OXMOOR FORD LINCOLN	KIPDA TRANSIT VANS
PRECISION BUILDING SERVICES	JANITORIAL SERVICES
RECRUITING DASH AND DLT SOLUTIONS LLC. (TALEO SYSTEM APP)	HUMAN RESOURCES APPLICANT SYSTEM
SIMMONS	SIMMONS COLLEGE
SP PLUS CORPORATION, SP+ GAMEDAY "GAMEDAY"; TRANSIT AUTHORITY OF RIVER CITY	DERBY/GAMEDAY BUS CONTRACT
SP+ GAMEDAY	DERBY GAMEDAY BUS CONTRACT
STUDIO KREMER	A&E CONSULTING SERVICES
TANDEM SOLUTION	COMPUTER APPLICATIONS TRAINING
THE FISCAL FIRM	THE FISCAL FIRM
TURNER, KEAL & BUTTON	LEGAL SERVICES
UNIVERSITY OF LOUISVILLE	MOA UoL FARE FREE
VALOR OIL COMPANY	BULK DEF FLUID
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.	ENVIRONMENTAL ENGINEERING SERVICES

ZED DIGITAL

MOBILITY AS A SERVICE
(MAAS) SOFTWARE

EXHIBIT

18

TARC EXECUTIVE DEPARTMENT POSITIONS

FY 2018 (July 1, 2017 - June 30, 2018)		FY 2019 (July 1, 2018 - June 30, 2019)		FY 2020 (July 1, 2019 - June 30, 2020)	
Positions		Positions		Positions	
Executive Director	1	Executive Director	1	Executive Director	1
Asst. Executive Director	1	Asst. Executive Director	1	Asst. Executive Director	1
Director of Diversity & Inclusion	1	Director of Diversity & Inclusion	1	Director of Diversity & Inclusion	1
Capital Projects Manager	1	Director of Customer Engagement	0	Director of Customer Engagement	1
Executive Assistant	1	Executive Assistant	1	Senior Director of Operations	0
ADA Coordinator	0	Director of Customer Experience	1	Director of Customer Experience	1
Information Officer- PT	0	Information Officer- PT	1	Information Officer- PT	0
Admin Asst., Asst. Exec Director	1	Executive Department Administrator	0	Executive Assistant	1
Grants Coordinator	1	Diversity & Inclusion Coordinator	1	Diversity & Inclusion Coordinator	1
Custodian	2	Custodian	2	Custodian	2
Intern	1			Chief of Staff	0
Total Payroll Positions	10	Total Payroll Positions	9	Total Payroll Positions	10
Total Salaries & Wages	\$633,991.00	Total Salaries & Wages	\$853,113.00	Total Salaries & Wages	\$948,612.00
Direct Labor	\$747,175.00	Direct Labor	\$733,048.00	Direct Labor	\$810,072.00

Observation: TARC saw a 2.7% increase in Labor, pension, and OPEB which totaled \$1,727,105 in FY20.

Observation: Resolution 2018-47. A resolution authorizing the Interim Executive Director (Ferdinand Risco Jr.) to approve revisions to the TARC Procurement Regulations, effective Nov 1, 2015. The board minutes did not reflect if revisions were going to be made it just stated he would be authorized to make them. In addition, the board minutes did not reflect that a Chief Of Staff position was created and filled by Witness 6 (fired in April 2019) and filled by Witness 10 it is not reflected above as filled in FY20 but it was filled and Witness 10 was given a \$70,000 pay raise to be Chief of Staff. Risco saw Witness 10 as an easy target because she was a single mom and wasn't qualified for a position at that level. He wasn't looking for a qualified candidate he was looking for someone he could silence so he could pursue his agenda which furthered the \$21.9 million deficit in

Observation: The intern position was decreased from 10 to 9 position in FY19 when this position was deleted. Note: It is unknown if the intern was a paid position. It could be misleading if it is assumed a position that is cut is saving money.

Observation: In FY20 the positions increased from 9-10 because Risco had a game plan since the first month as the Interim Executive Director. Resolution 2018-47 authorized the Executive Director to approve revisions to the TARC Procurement Regulations, effective Nov 1, 2015. There was no mention whether the Board asked Risco if he planned to make changes and/or what revisions was he going to make. This action resulted in someone who had the same level of authority as the Assistant Executive Director who was authorized to approve contracts up to \$50,000

Observation: During Risco's tenure as the Total Salaries & Wages were over budget in FY19 & FY20.

LEGEND

- ➔ Position Filled
- ➔ Vacant Position
- ➔ Position Filled
- ➔ Vacant Positions
- ➔ Deleted Position

Positions Created or Eliminated During Risco's Tenure