



BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, JUNE 15, 2022

2:30 P.M.

ARTS DISTRICT PARKING GARAGE LARGE CONFERENCE ROOM

431 West Main Street, Suite B Oklahoma City, OK, 73102

DIRECTORS:

City of Edmond	James Boggs, Treasurer
City of Norman	Marion Hutchison, Vice Chairperson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon, Secretary

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

The Regional Transportation Authority of Central Oklahoma (RTA) typically meets once a month. The meetings are held on the third Wednesday of the month at the Arts District Parking Garage, Large Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, at 2:30 p.m. Notices of or changes to meeting dates and locations are posted prior to the meeting at www.rtaok.org, and filed with the Secretary of State.

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires accommodations, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-2484 or TDD (405) 297-2020 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-2484 at least 48 hours before the meeting.

Public Parking

Parking for meeting is available in the Arts District Parking Garage, 431 West Main Street, or at metered parking on the street.

Addressing RTA

The public may address RTA during public hearings on any agenda item or at the end of the meeting when the Board Chairperson asks for public comments. You may sign up to speak at the meeting. **Please limit your comments to three minutes.** Prior to the meeting, you may submit your comments by e-mail to: info@rtaok.org. Please address your e-mail to the RTA Board Chairperson.

The Chairperson or presiding officer may in his or her discretion prohibit a person from addressing the RTA, or have any person removed from the meeting, if that person commits any disorderly or disruptive behavior. Disorderly conduct includes, but is not limited to, any of the following: speaking without being recognized by the Chairperson or presiding officer; continuing to speak after notice that the speaker's allotted time has expired; presenting comments or material not relevant to the item under discussion; failing to comply with the lawful instructions of the Chairperson or presiding officer; engaging in other conduct, activity or speech that delays, pursuant to 21 O.S. §280, disruptive conduct includes any conduct that is "violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others". A person may also be subject to arrest and removal from the building for violation of Oklahoma City Municipal Code 2020, § 30-81 - Disorderly conduct and/or violation of Okla. Stat. tit. 21, §280- Willfully Disturbing, Interfering With or Disrupting State Business, Agency Operations or Employees



BOARD OF DIRECTORS MEETING AGENDA

RTA Actions

RTA may adopt, amend, approve, ratify, deny, defer, recommend, strike or continue any agenda item. RTA is not limited by staff recommendations as to the actions it may take. When more information is needed, RTA may refer matters to the Executive Director, General Counsel, committees, or independent consultants for additional information and study. Items may be stricken from the agenda, or no action may be taken.

To confirm meeting dates or for more information about the RTA, call (405) 297-2185; or visit the website at www.rtaok.org

June 15, 2022
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

- 1. Call to Order** – Brad Henry, RTA Board Chairperson
- 2. Roll Call** – Brad Henry, RTA Board Chairperson
- 3. Consider Approval of Minutes**
 - A.** May 18, 2022 Regional Transportation Authority Meeting
- 4. Executive Director Reports** – Jason Ferbrache, Interim Executive Director
- 5. Committee Reports** – Board of Directors
 - A.** Property Acquisition Committee

 - B.** Outreach Committee
- 6. Consider** Resolution authorizing the Interim Executive Director to facilitate consideration of amended Trust Agreement and Indenture with member governing bodies and return decisions to the Board
- 7. Consider** Resolution authorizing travel for up to three directors to attend the APTA's Transit Board Members and Transit Board Administrators Seminars in Salt Lake City Utah; and authorize staff to coordinate and make travel arrangements on behalf of the board, estimated cost \$8,000
- 8. Receive** Financial Reports and Ratify and Approve Claims for Period of May 1, 2022 through May 31, 2022
- 9. Consider** approving Task Order No. 3 for the Professional Services Agreement with Kimley-Horn and Associates, Inc., cost not to exceed \$1,099,060; authorize Notice to Proceed for Task Order 3
- 10. Consider** approving Amended and Restated Professional Service Agreement with Holmes and Associates, LLC, extending the term of the agreement from July 1, 2022 to June 30, 2024, estimated annual cost \$444,900



BOARD OF DIRECTORS MEETING AGENDA

11. **Project Update: Alternative Analysis** – Liz Scanlon, Kimley-Horn
12. **Public Comments** – Brad Henry, RTA Board Chairperson
13. **Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property as authorized by 25 O.S (2021 Supp) § 307 (B)(3)**
14. **New Business** – Brad Henry, RTA Board Chairperson

Non action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

15. **Adjournment**



BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:32 p.m. on Wednesday, May 18, 2022 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on April 17, 2022 at 9:57 a.m.

RTA Board of Directors Present

Marion Hutchison, Vice Chairperson
Brad Henry, Chairperson
Donald Vick
Mary Mélon, Secretary

Entity

City of Norman
City of Oklahoma City
City of Del City
City of Oklahoma City

RTA Board of Directors Absent

Steve Eddy
James Boggs, Treasurer

City of Moore
City of Edmond

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Joshua Minner, Legal Counsel
Suzanne Wickenkamp, RTA Admin Support

Guests Present

Amy Parker, OKC Finance
Sue Korpi, OKC Finance
Linsey Nunn, OKC Finance
Taylor Johnson, City of Norman
Hannah Nolen, ACOG
Brooks Mitchell, City of Moore
Aaron Budd, Midwest City
Larry Hopper, APT
Steve Lackmeyer, Oklahoman

Shelby Templin, ODOT
Justin Henry, OKC
Scott Young, Jacobs
Derek Sparks, Greater OKC Chambers
Ryan Billings, HNTB
Jason Huff, City of Norman
Jacob Thomas
Denotria Davis, Mbroh Engineering

Consultants Present

Kathryn Holmes, Holmes & Assoc.
Liz Scanlon, Kimley-Horn
Luke Schmidt, Kimley-Horn

1. Call to Order – 2:32 p.m.

Chairperson Henry called the meeting to order at 2:32 p.m.

2. Roll Call

QUORUM PRESENT: Hutchison, Henry, Vick, and Mélon. ABSENT: Boggs and Eddy.

3. Consider Approval of Minutes

A. April 20, 2022 Regional Transportation Authority Special Meeting

APPROVED. Moved by Hutchison, seconded by Mélon. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

4. Executive Director Reports – Jason Ferbrache, Interim Executive Director

Interim Executive Director Ferbrache disseminated the Conflict of Interest Disclosure form to the Directors and asked them to complete and return to staff. This is an annual disclosure requirement to comply with board policy to have the directors disclose certain family and/or business relationships that might be considered conflicts of interest.

A. Resolution in recognition and appreciation of the distinguished service by Aaron Budd

Interim Executive Director Ferbrache read the resolution aloud and thanked Director Budd for his service.

ADOPTED. Moved by Vick, seconded by Hutchison. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

- B.** Resolution authorizing the Owner's Representative of Holmes and Associates, LLC., Kathryn A. Holmes to act for and on behalf of the Regional Transportation Authority of Central Oklahoma to commence detailed discussions with BNSF.

Interim Executive Director Ferbrache stated that this resolution has been discussed in previous meetings and staff brings this resolution to the Board to assist Kathryn in negotiations with BNSF and formalizes her role as the negotiator on behalf of the RTA. However, all decisions will come back to the Board for approval and this resolution does not in any way authorize any obligation of RTA funds.

ADOPTED. Moved by Mélon, seconded by Hutchison. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

5. Committee Reports – Board of Directors

A. Property Acquisition Committee

Vice Chairperson Hutchison stated that the Property Acquisition Committee did not meet this month.

B. Outreach Committee

Director Mélon stated that the Outreach Committee did meet and are in the process of finalizing dates for the Virtual Town Hall.

6. Fiscal Year 2023 Budget

A. Public Hearing; and

Chairperson Henry opened the public hearing for the Regional Transportation Authority of Central Oklahoma Fiscal Year 2023 Budget (2:44 p.m.); seeing no active participants, the public hearing was closed.

- B.** Consider Resolution adopting the Fiscal Year 2023 Budget; and authorizing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture (2019).

Suzanne Wickenkamp stated that staff brought a proposed budget to the Directors in March for consideration and if the budget is approved today, the next steps would be to send out contribution invoices in June to the member cities and then the budget would be filed with the member cities' clerks.

ADOPTED. Moved by Mélon, seconded by Vick. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

7. Receive Financial Reports and Ratify and Approve Claims for Period of April 1, 2022 through April 30, 2022

RECEIVED, RATIFIED & APPROVED. Moved by Hutchison, seconded by Vick. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

8. Ratify and Approve Insurica's D&O Insurance Renewal for May 17, 2022 to May 17, 2023

RATIFIED & APPROVED. Moved by Vick, seconded by Hutchison. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

9. Project Update: Alternative Analysis – Liz Scanlon, Kimley-Horn

Liz Scanlon gave a PowerPoint presentation which included a recap of the discovery phase, recent updates, revised high-potential alignments, a cross-section analysis and next steps.

10. Public Comments – Brad Henry, RTA Board Chairperson

Chairperson Henry said that in June there will be a virtual town hall meeting and we encourage lots of participation.

11. Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property as authorized by 25 O.S (2021 Supp) § 307 (B)(3)

APPROVED TO ENTER INTO EXECUTIVE SESSION. Moved by Hutchison, seconded by Mélon. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

Chairperson Henry called for a motion to close the executive session.

APPROVED TO CLOSE THE EXECUTIVE SESSION. Moved by Hutchison, seconded by Mélon. AYES: Hutchison, Henry, Vick, and Mélon. NAYES: None.

Chairperson Henry stated that there was no formal action to take from the executive session.



BOARD OF DIRECTORS MEETING MINUTES

12. New Business – Brad Henry, RTA Board Chairperson

Non action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

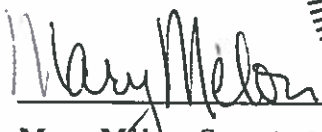
Director Hutchison asked if the website could be updated with new photos of the Board of Directors and to include a link to RTA moves.

Interim Executive Director Ferbrache that staff will update the website.

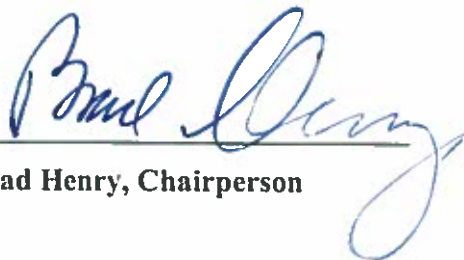
13. Adjournment – 4:32 p.m.

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **15th** day of **June 2022**.

ATTEST:


Mary Melon, Secretary




Brad Henry, Chairperson



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider Resolution authorizing the Interim Executive Director to facilitate consideration of amended Trust Agreement and Indenture with member governing bodies and return decisions to the board.

Background The Regional Transportation Authority of Central Oklahoma (RTA) was established through a Trust Agreement and Indenture on February 20, 2019 by the governing bodies of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953, and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

The RTA Trust Agreement and Indenture may be amended, altered, revised, modified, revoked, or terminated only in writing with the consent of all parties in interest. The RTA Board of Directors desire to amend the Trust Agreement and Indenture to account for the withdrawal of Moore, Midwest City, and Del City as members.

This resolution grants the Interim Executive Director to facilitate the presentation and consideration of the Amended Trust Agreement and Indenture with the governing bodies of Oklahoma City, Edmond, and Norman, return the decisions of said governing bodies to the Board, and obtain and return to the board the records evincing Moore, Midwest City, and Del City's withdrawal from the RTA.

Recommendation: Resolution be approved.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 22-006

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO FACILITATE CONSIDERATION OF AMENDED TRUST AGREEMENT AND INDENTURE WITH MEMBER GOVERNING BODIES AND RETURN DECISIONS TO THE BOARD.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (RTA) was established through a Trust Agreement and Indenture on February 20, 2019 by the governing bodies of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953, and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district; and

WHEREAS, the governing body of Midwest City decided to withdraw from the RTA on June 6, 2022; and

WHEREAS, the governing bodies of Moore and Del City decided to withdraw from the RTA on June 13, 2022; and

WHEREAS, the RTA Trust Agreement and Indenture provides that the Trust Agreement and Indenture may be amended, altered, revised, modified, revoked, or terminated only in writing with the consent of all parties in interest; and

WHEREAS, the RTA presently has no outstanding indebtedness; and

WHEREAS, the RTA Board of Directors desires to amend the Trust Agreement and Indenture to account for the withdrawal of Moore, Midwest City, and Del City as members; and

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize the RTA's Interim Executive Director to:

1. Facilitate the presentation and consideration of the Amended Trust Agreement and Indenture with the governing bodies of Oklahoma City, Edmond, and Norman; and
2. Return the decisions of said governing bodies to the Board; and
3. Obtain and return to the Board the records evincing Moore, Midwest City, and Del City's withdrawal from the RTA.

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 15th day of June 2022.

ATTEST:

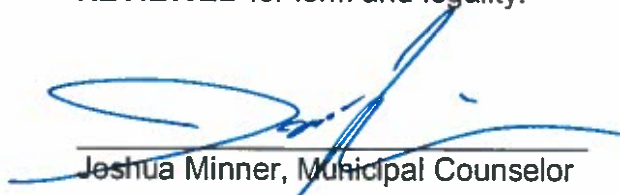



Mary Melon, Secretary

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**


Brad Henry, Chairperson

REVIEWED for form and legality.


Joshua Minner, Municipal Counselor

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE

THIS AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE of the Regional Transportation Authority of Central Oklahoma, hereinafter referred to as Authority, is made and entered into as of the 20th day of February, ~~2022~~February 2019, by the governing city councils of Oklahoma City, Edmond, and Norman, ~~Moore, Midwest City, and Del City,~~ hereinafter referred to as Beneficiaries. The Authority shall be governed by a board of directors appointed by the governing city councils of the member jurisdictions creating the Authority, hereinafter referred to as Directors. The Directors act in the capacity ~~as of~~ trustees for the Trust.

WITNESSETH: That in consideration of the payment by the trustors to the Directors of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the said Directors agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver into this Trust or the Directors thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto said Directors, and said Directors' successors and assigns, but nevertheless in trust, for the use and benefit of the cities of Oklahoma City, Edmond, and Norman, ~~Moore, Midwest City, and Del City,~~ and upon the following trusts, terms and conditions herein stated.

ARTICLE I CREATION OF TRUST

The undersigned trustors created and established a Trust for the use and benefit of the Authority and for the public purposes hereinafter set forth, under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

ARTICLE II NAME

The name of this Trust is "Regional Transportation Authority of Central Oklahoma." Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III DEFINITIONS

- A. "Beneficiaries" means the member cities, towns, or counties that comprise the Authority.
- B. "Board" means the board of directors who are the governing body of the Authority appointed by the governing boards of the cities, towns, or counties creating such Authority.
- C. "Bus rapid transit" means a high-capacity bus transit system operating on a wide variety of rights-of-way, including mixed traffic, dedicated lanes on surface streets, and busways separated from traffic.
- D. "Commission" means the Oklahoma Tax Commission.
- E. "Commuter rail" means urban passenger train service for local travel between a central city and adjacent suburbs and regional passenger service between cities. Commuter rail often shares track or right of way with a freight railroad.
- F. "Complementary paratransit transportation services" means comparable transportation services required by the Federal Transit Administration to comply with the ~~American's~~ Americans with Disabilities Act, which is available to eligible individuals with a disability who are functionally unable to use fixed- route services.
- F.G. "Director" means a board member.
- G.H. "Fiscal year" means the time period between July 1 of a calendar year through June 30 of the following calendar year.
- H.I. "Light rail transit" means a system that uses a fixed guideway rail with electric power propelling mass transit passenger vehicles that is constructed by an Authority.
- I.J. "Member jurisdiction" means those cities, towns, or counties that created the Authority and are authorized to appoint a member of the board under Article VI.

~~J.~~K. "Operation" includes but is not limited to leasing services, contracting for services, planning, staffing, operating, financing, construction, and maintenance of a transportation project regardless of the source of funding.

~~K.~~L. "Public transportation" means the movement of individuals and goods by publicly owned traditional bus, bus rapid transit, streetcar, light rail transit, commuter rail or other high capacity transit vehicle, complementary paratransit transportation services, or other conveyance that provides general or special service to the public. Public transportation includes the movement of individuals and goods by privately owned bus, railroad car, high capacity transit vehicle, or other conveyance that, under a contract with the Authority, provides general or special service to the public.

~~L.~~M. "Public transportation facilities" means any real property, facilities or equipment necessary for public transportation services including rolling stock, locomotives, stations, vehicle parking areas and facilities, rail lines, plants, equipment, work instrumentalities, and real and personal property and rights used or useful for public transportation.

~~M.~~N. "Public transportation provider" means a public or private entity that provides public transportation services and includes a contractor providing services to a public transportation provider. Public transportation provider includes an authority or agency existing on or created after the effective date of this agreement.

~~N.~~O. "Public transportation system" means a system of providing public transportation and public transportation facilities to individuals.

~~O.~~P. "Regional district" means the specific governing and assessment district created by the member jurisdictions of the Regional Transportation Authority of Central Oklahoma for the purpose of providing regional transportation services.

~~P.~~Q. "Streetcar" means a vehicle on rails used primarily for transporting passengers and typically operating on city streets.

~~Q.~~R. "Trust" means the Regional Transportation Authority created by Central Oklahoma municipalities pursuant to Title 68, Oklahoma Statutes §1370.7, as amended by House Bill 2480 in May 2014.

~~R.~~S. "Unit of election" means a city, town, or county, or portion thereof, that holds an election to annex or withdraw from the regional district of the Authority.

ARTICLE IV
BENEFICIARIES OF TRUST

- 4.1 Beneficiaries. The jurisdictions of Oklahoma City, Edmond, and Norman, ~~Moore, Midwest City, and Del City,~~ are designated the Beneficiaries of the Trust. Additional beneficiaries may be added in accordance with the provisions set forth in Section 10.1.
- 4.2 Rights of Beneficiaries. The Beneficiaries shall have no legal title, claim, or rights to the Trust Estate, its income, or to any part hereof, or to demand or require any partition or distribution hereof except as provided in Article XIII. Neither shall the Beneficiaries have any authority, power, or right whatsoever to do or transact any business for, or on behalf of, or binding upon the Directors or upon the Trust Estate, nor the right to control or direct the actions of the Directors, except as required by the laws of the State of Oklahoma. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Directors hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiaries shall receive the residue of the Trust Estate.

ARTICLE V
PURPOSES OF TRUST

The purposes of the Trust are:

- 5.1 To plan, establish, develop, acquire, construct, purchase, own, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities within the boundaries of the regional district of the Authority including but not limited to the purchase, lease, construction, installation, equipping, maintenance, and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State of Oklahoma, or other political subdivisions of government or for other uses that the Authority may undertake as to public transportation and the buildings and facilities thereof.
- 5.2 To hold, maintain, and administer any leasehold rights in and to physical properties demised to the Beneficiaries and to comply with the terms and conditions of any such lease.
- 5.3 To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent, or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes.
- 5.4 To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal, or mixed, required for execution and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.
- 5.5 To expend all funds coming into the hands of the Directors as revenue or otherwise in the payment of any indebtedness incurred by the Directors for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the municipal Beneficiaries.

ARTICLE VI DIRECTORS

6.1 Appointment of Directors

There shall be seven Directors of this Trust who shall be appointed by the governing boards of the member jurisdictions creating such Authority. A Director shall be subject to removal only by action of the governing board appointing the Director.

- a. Three~~Two~~ Directors shall be appointed by the Mayor of Oklahoma City, subject to the approval of the governing board of the City of Oklahoma City.
- b. One~~Two~~ Director shall be appointed by the Mayor of Edmond, subject to the approval of the governing board of the City of Edmond.
- c. One~~Two~~ Director shall be appointed by the Mayor of Norman, subject to the approval of the governing board of the City of Norman.
- d. ~~One Director shall be appointed by the Mayor of Moore, subject to the approval of the governing board of the City of Moore.~~
- e. ~~One Director shall be appointed by the Mayor of Del City, subject to the approval of the governing board of the City of Del City.~~
- f. ~~One Director shall be appointed by the Mayor of Midwest City, subject to the approval of the governing body of the City of Midwest City.~~

6.2 Terms of the Directors

- a. The initial term of the Directors shall begin concurrent with the creation of the Authority and end on June 30 in the year following a successful referendum establishing a dedicated funding source for Authority operations.
- b. Effective July 1 in the year following a successful referendum establishing a dedicated funding source for Authority operations, the term of the Directors shall be established on a staggered basis with four Directors serving a transitional term of four years and three Directors serving a transitional term of two years as follows: Of the members appointed by Oklahoma City, one of the Directors shall be appointed for a term of two years and the two~~second~~ of the Directors shall be appointed for a term of four years. For the ~~remaining~~ Directors appointed Edmond, one of the Directors shall be appointed for a term of two years and one of the Directors shall be appointed for a term of four years. For the Directors

appointed Norman, one of the Directors shall be appointed for a term of two years and one of the Directors shall be appointed for a term of four years. by the municipalities under Section 6.1 (b) — (ef), the Directors appointed under section 6.1 (b) and (d), and (f) shall be appointed for an initial term of two years and the Directors appointed under section 6.1 (c) and (e) shall be appointed for an initial term of four years.

- c. After completion of the transitional term by the Directors, all Directors shall be appointed for four-year terms beginning on July 1.
 - d. A Director may be reappointed for additional terms subject to approval by the governing body of the member jurisdiction.
 - e. If a vacancy occurs on a board other than by expiration of a term, the vacancy shall be filled in the same manner as the original appointment for the remainder of the term.
 - f. A Director may continue to serve until a successor is appointed and qualified.
- 6.3 A Director shall not be an employee of the county or city appointing the Director under Section 6.1 or an employee of a public transportation provider operating in a public transit region.
- 6.4 A Director shall not be a currently serving elected officer of this state or a political subdivision of this state.
- 6.5 To be eligible to serve as a Director, a person must be a bona fide resident of the municipality which the Director is to represent for at least one year before the date of the appointment and shall continue in that residency to remain qualified to serve as a Director.
- 6.6 Upon appointment to the board, a Director shall take and subscribe to the oath of office required under section 1 of article XV of the state constitution of Oklahoma.
- 6.7 An individual who has been convicted of, pled guilty or no contest to, or forfeited bail concerning a felony under the laws of this state, any other state, or the United States shall not be appointed or remain as a member of the board.
- 6.8 A Director shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the regional district, and with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Director shall not

make or participate in making a decision, or in any way attempt to use his or her position as a Director to influence a decision, on a matter before the Authority in which the member is directly or indirectly interested. A Director shall not be interested directly or indirectly in any contract with the Authority or the department that would cause an actual or potential conflict of interest between a public duty and a private interest. A Director shall comply by all applicable constitutional provisions, statutes, and ethical rules relating to conflicts of interest. To the extent not covered by applicable constitutional provisions, statutes, or rules, a Director shall also be prohibited from the following:

- a. Improperly disclosing or using private, controlled, or protected information that has been gained by reason of a person's position as a Director;
- b. Receiving or agreeing to receive compensation for assisting any person or business entity in any transaction involving the Authority; and
- c. Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for themselves or another a gift of significant value or significant economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties.

6.9 Election of Officers

- a. The Directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the Directors. The Directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the Directors shall elect a successor thereto from its members.
- b. The Directors shall keep minutes of all meetings of the Directors and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust.

6.10 Voting Protocols

- a. Each voting member may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
- b. A majority of all voting members of the board of directors are a quorum for the transaction of business.
- c. The affirmative vote of a majority of all voting members present at any meeting at which a quorum is present shall be necessary and, except as otherwise provided, is sufficient to carry a motion, resolution, ordinance, or proposition before the board of directors.
- d. After a vote of members is taken, a weighted vote may be called by the voting members of any three jurisdictions.

- e. When applicable, votes shall be weighted as follows:

City	Members	Weighted Vote
Oklahoma City (1)	1	18.66726%
Oklahoma City (2)	1	18.66726%
<u>Oklahoma City (3)</u>	<u>1</u>	<u>18.667%</u>
Norman <u>(1)</u>	1	14 <u>11.00%</u>
<u>Norman (2)</u>	<u>1</u>	<u>11.00%</u>
Edmond <u>(1)</u>	1	11.00 <u>14%</u>
<u>Edmond (2)</u>	<u>1</u>	<u>11.00%</u>
Moore	1	106.6%
Midwest City	1	6.6%
Del City	1	106.6%

- f. The following matters require approval by a 67% weighted vote:
- Pledge assets
 - Approve budget
 - Major service change
 - Determine tax rate to be placed on ballot
 - Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot
- g. A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.
- h. A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.
- i. A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of 2/3 of the Beneficiaries of the Trust; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body.

- j. After each decennial census beginning in 2030, the governing boards of the Beneficiaries shall review the apportionment of the board of directors and associated voting protocols to make such adjustments, if any, as may be appropriate to account equitably for the population and sales tax distribution among the member jurisdictions.

6.11 Compensation

No Director shall be paid any compensation of any kind for providing services as a Director of this Trust. However, Directors may be reimbursed for expenses incurred in the performance of their duties hereunder.

6.12 No Personal Liability

The Directors, the State of Oklahoma, and the Beneficiaries hereof shall not be personally liable whatsoever by reason of an act or omission committed or suffered in good faith or in the exercise of their honest discretion of the performance of such Trust or the operation of the Trust Estate.

6.13 Meetings and Records

The Directors shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Directors shall be open to the public to the extent provided by the Oklahoma Open Meeting Act. The books, records, and minutes of the Directors shall be considered public records and available for inspection during normal business hours by any interested party to the extent provided by the Oklahoma Open Records Act.

6.14 No Power to Bind

Notwithstanding any other provisions of this Trust Indenture which shall appear to provide otherwise, no Director or Directors shall have the power or authority to bind or obligate any other Director, or any Beneficiary, nor can any Beneficiary bind or obligate the Trust or any individual Director.

ARTICLE VII
POWERS AND DUTIES OF THE DIRECTORS

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Directors shall have all powers necessary or convenient to carry out the purposes of the Trust and, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, power, duties, authority, discretion, and privileges, all of which may be exercised by them without any order or authority from any court:

- 7.1 To designate by resolution a description of the boundary of the Authority which boundary shall be coterminous with the entirety of the boundaries of the jurisdictions which have joined the Authority.
- 7.2 To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the public transportation systems and facilities determined by the Directors to be necessary for the benefit and development of the Beneficiaries.
- 7.3 To enter into contracts, leases, and agreements of every kind, in accordance with all applicable federal and state procurement regulations and requirements of Section 176 of Title 60 relating to public trusts, including:
 - a. To acquire, construct, enlarge, and improve buildings and works, including but not limited to, transportation vehicle terminals and weigh stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved pursuant to the terms of this Trust Indenture;
 - b. To acquire rolling stock or other property under a contract or trust agreement, including a conditional sales contract, cooperative purchasing agreement, lease, and equipment trust certificate;
 - c. To hold, use, sell, lease, dispose of, and acquire, by any means, any interest in real property, licenses, patents, rights, and other interests necessary, convenient, or useful to the providing of regional transportation services;
 - d. To acquire, construct, develop, own, operate, and maintain transit facilities necessary to serve high capacity, intercity, or other types of passenger rail services, within the Authority;

- e. For the furnishing of any services or the performance of any duties that they deem necessary or proper and pay for the same as they see fit;
- f. For the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:
 - i. Employ financial advisors and underwriters to advise and assist the Directors in finalizing the financing plan, developing offering documents, preparing for any rating agency and investor presentations, marketing and selling the bonds, notes or other evidences of indebtedness or obligations, and presenting financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Directors concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;
 - ii. Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Directors shall deem to be in the best interest of the Trust Estate; and
 - iii. Appoint and compensate attorneys, paying agencies and corporate Directors in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.
- g. For payment with debt obligations and for performance and payments to extend longer than one fiscal year if the contract provides for the discharge of the contractual obligations by any method, including:
 - i. Committing current year funds, future tax revenues, or cancellation charges; and
 - ii. Making the contract subject to the future availability of funds.
- h. With such architectural and engineering firm or firms as the Directors deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates, and feasibility reports as are required in the opinion of the Directors;

- i. With such attorneys and accountants and other professional service providers or firms as are required to further the purposes of the Trust in the opinion of the Directors;
 - j. With the United States, this state and its agencies and political subdivisions, public or private corporations, and any other person;
 - k. To accept a grant or loan from any person; and
 - l. As otherwise may be necessary for the furtherance of the authorized Trust purposes set out herein.
- 7.4 To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.
- 7.5 Subject to voter approval, to levy a sales tax upon the gross proceeds or gross receipts derived from all sales or services in the regional district and/or such other tax or assessment as maybe authorized by law.
- 7.6 To utilize the provisions of the Local Development Act, Title 62 Oklahoma Statutes §853, and such other acts as may be authorized relating to the financing of regional transportation projects.

- 7.7 To operate a public transportation system:
- a. With the consent of a political subdivision, may use streets, alleys, roads, highways, and other public ways of the political subdivision as necessary or useful in the construction, reconstruction, repair, maintenance, and operation of the system;
 - b. With the consent of a political subdivision, may relocate, raise, reroute, change the grade of, or alter, at the Trust's expense, the construction of a public owned or privately- owned street, alley, highway, road, railroad, electric line or facility, or telephone property or facility, pipeline or facility, conduit or facility, and other property.
 - c. Contract with a municipality, county, other political subdivision, or federally recognized tribe for the Trust to provide public transportation services;
 - d. Make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or property inside or outside the district; and
 - e. Lease all or a part of the public transportation system to, or contract for the operation of all or a part of the public transportation system by, an operator.
- 7.8 To use or alter a road, highway, or turnpike with the permission of the Oklahoma Department of Transportation or the Oklahoma Turnpike Authority.
- 7.9 To use or alter a railroad with the permission of the railroad.
- 7.10 To compromise any debts or claims of or against the Trust Estate and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Directors to be sufficient. The Directors may bring any suitor action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Directors or employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees.

- 7.11 To require an audit of the Authority's financial records, financial controls, and annual financial report.
- 7.12 To file annually, with the governing body of the Beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the Trust, including, but not limited to, budgets, financial reports, bond indentures, and audits.
- 7.13 To file for the next fiscal year a proposed operating and capital budget no later than March 15 of each year and a final operating and capital budget within 30 days after adoption by the Authority with the governing bodies of the Beneficiaries.
- 7.14 To adopt rules to govern the operation of the Trust, its employees, the public transportation system, service provided by the Authority, and any other necessary matter concerning its purposes including to:
- a. Employ and prescribe the compensation for a chief executive officer of the Authority;
 - b. Adopt and enforce procurement procedures, guidelines, and rules consistent with procurement requirements of applicable state and federal laws and regulations covering the appointment of contracting officers, the solicitation for and award of contracts, the resolution of protests and contract disputes, and other aspects of the procurement process for domestic and international contracts;
 - c. Establish appropriate personnel policies, procedures, and benefit systems;
 - d. Employ such persons as are necessary to operate the business of the Authority;
 - e. Delegate to designated persons the power to contract for construction, services, and property, within budgeted amounts approved by the Directors;
 - f. Adopt a seal;
 - g. Establish a complete system of accounts;
 - h. Designate by resolution an authorized representative of the Authority to invest Authority funds and withdraw money from Authority accounts for investment; and

- i. Designate by resolution an authorized representative of the Authority to supervise the substitution of securities pledged to secure Authority funds.
- 7.15 To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

ARTICLE VIII DURATION OF TRUST

The Trust shall exist for the duration of the operation and no longer than one (1) year after cessation of the operation.

ARTICLE IX TRUST ESTATE

The Trust Estate shall consist of:

- 9.1 The funds and property presently under the control of the Directors or to be acquired or constructed by Directors and dedicated by the trustor and others to be used for Trust purposes.
- 9.2 Any and all leasehold rights demised to the Directors by any Beneficiary as authorized and empowered by law.
- 9.3 Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits, and all other things of value coming into the possession of the Directors pursuant to the provisions of this Trust Indenture.
- 9.4 The instruments executed for each project, and each issuance of Directors' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE X ANNEXATION AND WITHDRAWAL

- 10.1 Addition of City, Town, or County by Election or Annexation
 - a. The territory of any unit of election that is not part of the Authority may be added as a beneficiary of the Trust and receive transportation services provided by the regional district of the Authority on a date determined by the board if:

- i. any part of the unit of election is located adjacent to a city, town, or county that is part of the regional district;
- ii. the unit of election does not divide an election precinct;
- iii. prior to the effective date of the admission of the territory into the regional district of the Authority, the board states, by resolution, the Authority's intention to provide transportation services in the territory of the unit of election;
- iv. the governing body of the unit of election calls an election under this section on whether the territory of the unit of election should be added to the Authority;
and
- v. a majority of the votes cast in the election favor the proposition.

- b. The governing body of the unit of election shall certify to the board the result of an election in which the addition is approved.
- c. No later than 120 days after the date of the election approving the addition of the unit of election to the regional district of the Authority, the board of the Authority and the governing body of the unit of election shall enter into an interlocal agreement that:
 - i. establishes an effective date for the annexation of the territory of the unit, which date will be concurrent with the implementation of the sales tax in the added territory by the Commission; and
 - ii. evidences the unit's agreement to accept a financial obligation in an amount equal to:
 - a. the unit's apportioned share of the Authority's outstanding obligations; and
 - b. the amount, not computed in Section 10.1(C)(ii)(a), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
 - iii. The unit's apportioned share of the Authority's outstanding obligations is the amount of the obligation times a fraction, the numerator of which is the combined population and sales tax of the annexing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the annexing unit.
 - iv. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of annexation. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.

- d. When a city, town, or county that is part of the Authority annexes territory that, before the annexation is not part of the Authority, the annexed territory becomes part of the Authority.

10.2 Added Territory: Effective Date of Taxes

- a. A sales tax imposed by the Authority takes effect in the territory added to the Authority by election or by annexation on the first day of the first calendar quarter following voter approval that begins after the date the Commission receives:
 - i. a certified copy of an order annexing the territory or of an order canvassing the returns and declaring the result of the election; and
 - ii. a map of the Authority showing clearly the territory added.
- b. The board of the Authority shall send the order, which must include the effective date of the tax, and map required under Section 10.2(a)(ii) to the Commission by certified or registered mail.
- c. The Commission may delay implementation of the sales tax in the added territory for one calendar quarter by notifying the board of the Authority that the Commission requires more time to provide notice of the rate change to vendors. If implementation is delayed, the tax takes effect on the first day of the second calendar quarter that begins after the date on which the Commission receives the order and map.

10.3 Withdrawal of Territory from Authority by Election

- a. The governing body of a unit of election may order an election to withdraw the unit from the Authority.
- b. If a majority of the votes cast in the election favor the proposition to withdraw from the regional district, the governing body of the unit of election shall certify to the board the result of the election and the effective date of the withdrawal.

10.4 Effect of Withdrawal

- a. On the effective date of a withdrawal from the Authority:
 - i. the Authority shall cease providing transportation services in the withdrawn unit of election; and
 - ii. the financial obligations of the Authority attributable to the withdrawn unit of election cease to accrue.
- b. Until the amount of revenue from an Authority's sales tax collected in a withdrawn unit of election after the effective date of withdrawal and paid to the Authority equals the total financial obligation of the unit at the time of withdrawal, the sales tax will continue to be collected in the territory of the election unit.
- c. After the board receives certification of an election favoring withdrawal from the Authority, the board shall:
 - i. calculate the total financial obligation of the unit at the time of withdrawal as set forth in Section 10.5;
 - ii. certify to a withdrawn unit of election the total financial obligation of the unit to the Authority; and
 - iii. certify to the Commission the total financial obligation of the unit to the Authority.
- d. After receipt of certification from the board of the total financial obligation of the unit, the Commission shall:
 - i. continue to collect sales tax in the withdrawn unit and remit it to the Authority until the amount of the total financial obligation of the unit at the time of withdrawal has been collected; and
 - ii. discontinue collecting the tax in the territory of the withdrawn unit of election after the total financial obligation has been collected and remitted to the Authority.

- e. On the effective date of a withdrawal from the Authority, title to all real estate and improvements located in the unit of election owned or partially owned by the Authority shall immediately vest in the Authority, and the Authority may continue to use the real estate and improvements in the withdrawn unit of election as necessary for the continuation of service to the remaining units of election for a period of 25 years or the duration of the Authority's remaining federal grant obligation for the facility, whichever is longer, provided that the Authority shall be responsible for all operation and maintenance costs of the facility during the period of use. At the end of the period, the real estate and improvements will revert to the unit of election.
- f. Withdrawal from the Authority does not affect the right of the Authority to travel through the territory of the unit of election to provide service to a unit of election that is a part of the Authority.

10.5 Determination of Total Amount of Financial Obligations of Withdrawn Unit

- a. The total financial obligation of a withdrawn unit of election to the Authority is an amount equal to:
 - i. the unit's apportioned share of the Authority's outstanding obligations; and
 - ii. the amount, not computed in Section 10.5 (a) (i), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- b. An Authority's outstanding obligations under Section 10.5 (a) (i), is the sum of:
 - i. the obligations of the Authority authorized in the budget of, and contracted for by, the Authority;
 - ii. outstanding contractual obligations for capital or other expenditures, including expenditures for a subsequent year, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations;
 - iii. payments due or to become due in a subsequent year on notes, bonds, or other securities or obligations for debt issued by the Authority;

- iv. the amount required by the Authority to be reserved for all years to comply with financial covenants made with lenders, note or bond holders, or other creditors or contractors; and
 - v. the amount necessary for the full and timely payment of the obligations of the Authority, to avoid a default or impairment of those obligations, including contingent liabilities.
- c. The apportioned share of a unit's obligation or assets is the amount of the obligation or assets times a fraction, the numerator of which is the combined population and sales tax of the withdrawing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the number of inhabitants of the withdrawing unit.
 - d. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of withdrawal. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.
 - e. The board shall certify to a withdrawn unit of election and to the Commission the total financial obligation of the unit to the Authority as determined under this section.

10.6 Reapportionment

In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions.

ARTICLE XI FINANCIAL PROVISIONS

11.1 General provisions

- a. Fiscal year. The Authority's fiscal year ends on June 30.

- b. Tax exemption. Authority property, material purchases, revenue, and income, and the interest on bonds and notes issued by the Authority are exempt from any tax imposed by this state or a political subdivision of this state.

11.2 Annual budget

- a. Before beginning the operation of public transportation facilities, the board shall adopt an annual operating budget including a program of work specifying the Authority's anticipated revenue and expenses for the fiscal year.
- b. The board must hold a public hearing before adopting each budget except the initial budget. Notice of the hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district.
- c. A budget may be amended at any time if notice of the proposed amendment is given in the notice of meeting.

ARTICLE XII AMENDMENT OF TRUST INDENTURE

The Trust Indenture creating the Trust may be amended, altered, revised, modified, revoked or terminated only in writing with the consent of all parties in interest.

ARTICLE XIII TERMINATION OF TRUST

13.1 This Trust shall terminate:

- a. When the purposes set out in Article V of this instrument shall have been fully executed; or
- b. In the manner provided by Title 68, Oklahoma Statutes 2014, Section §1370.7, and any amendment or additions thereto.

13.2 This Trust shall not be terminated by voluntary action if there is outstanding indebtedness or fixed term obligations of the Directors, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

- 13.3 Upon the termination of this Trust, the Directors shall proceed to wind up the affairs of this Trust and, after payment of all debts (including any bonded indebtedness), expenses, and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder based on the total amount of sales tax contributed by each Beneficiary over the life of the Authority. Upon final distribution, the power, duties, and authority of the Directors hereunder shall cease.

ARTICLE XIV
ACCEPTANCE OF TRUST

The Directors accept the Trust herein created and provided for and agree to carry out the provisions of this Trust Indenture on their part to be performed.

| *[The remainder of this page ~~intentionally left blank.~~]*

APPROVED by the governing city councils and mayors of the member jurisdictions.

~~CITY OF DEL CITY~~

CITY OF EDMOND

CITY OF NORMAN

OKLAHOMA CITY



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider Resolution authorizing travel for up to three directors to attend the American Public Transportation Association Transit Board Members and Transit Board Administrators Seminars in Salt Lake City, Utah; and authorize staff to coordinate and make travel arrangements on behalf of the board, estimated cost \$8,000.

Background The Regional Transportation Authority of Central Oklahoma (RTA) adopted the Travel policy on March 17, 2021 and per that policy the board must authorize travel for the directors.

The RTA Owner's Representative is recommending the board attend the American Public Transportation Association's (APTA) Transit Board Members and Transit Board Administrators Seminars in Salt Lake City, Utah, July 30 – August 2, 2022. The estimated cost is \$8,000. The estimated costs include registration, hotel and airfare for up to three directors.

The business purpose for the travel is to allow the transit board members and board administrators to come together for peer exchange and professional development on board governance and policy development for public transportation agencies.

Recommendation: Resolution be adopted.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 22-005

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA AUTHORIZING TRAVEL FOR UP TO THREE DIRECTORS, TO ATTEND THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION'S TRANSIT BOARD MEMBERS AND TRANSIT BOARD ADMINISTRATORS' SEMINAR IN SALT LAKE CITY; AND AUTHORIZING STAFF TO COORDINATE AND MAKE TRAVEL ARRANGEMENTS ON BEHALF OF THE BOARD, ESTIMATED COST \$8,000.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (RTA) adopted the Travel Policy on March 17, 2021; and

WHEREAS, as per the Travel Policy, the board must authorize travel for directors; and

WHEREAS, the RTA representative is recommending the board attend the American Public Transportation Association's (APTA) Transit Board Members and Transit Board Administrators Seminars in Salt Lake City, Utah, July 30 to August 2, 2022; and

WHEREAS, the RTA business purpose for the travel is for transit board members and board administrators to come together for peer exchange and professional development on board governance and policy development for public transportation agencies; and

WHEREAS, the board authorizes staff to coordinate and make travel arrangements on behalf of the board, with an estimated cost of \$8,000.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize travel for up to three Directors to attend the APTA's Transit Board Members and Transit Board Administrators Seminars in Salt Lake City, Utah.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize staff to coordinate and make travel arrangements on behalf of the board, estimated cost of \$8,000.

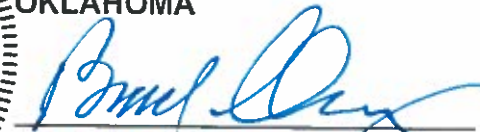
ADOPTED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 15th day of June 2022.

ATTEST:

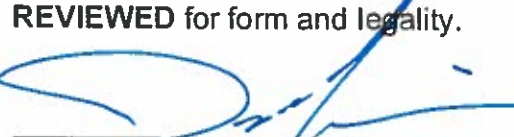

Mary Melon, Secretary



**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**


Brad Henry, Chairperson

REVIEWED for form and legality.


Joshua Minner, Municipal Counselor

REGIONAL TRANSPORTATION AUTHORITY

The Regional Transportation Authority
of Central Oklahoma

Board of Directors

Brad Henry, Chairperson - Oklahoma City

Marion Hutchison, Vice Chairperson - Norman

Mary Mélon, Secretary - Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

Management

Jason Ferbrache, Interim Executive Director

Schedules of Revenues and Expenditures - Budget to Actual
For the Eleven Months Ended May 31, 2022

Prepared by The Oklahoma City Finance Department, Accounting Services Division
Alex E. Fedak, CPA, Controller

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA
SCHEDULES OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL**

TABLE OF CONTENTS
For the Eleven Months Ended May 31, 2022

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The City of
OKLAHOMA CITY
DEPARTMENT OF FINANCE

TO: The Board of Directors
Regional Transportation Authority of Central Oklahoma

FROM: Accounting Services Division

DATE: June 10, 2022

SUBJECT: Regional Transportation Authority of Central Oklahoma (Authority) Budget to Actual Schedule and Statement of Local Funding for the Eleven Months Ended May 31, 2022

The financial reports presented on the following pages include schedules of revenues and expenditures - budget to actual and a statement of local funding for the Authority.

On the budget to actual schedules, the difference between the actual revenues and expenditures to the budget is the variance. Positive variances indicate favorable conditions, whereas negative variances indicate unfavorable conditions.

The budget to actual schedules are prepared on a cash basis of accounting.

The financial reports are for internal use only and are unaudited. The schedules are prepared by the City of Oklahoma City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions you may have pertaining to the reports.

Respectfully submitted:

Susan R Korpi

Sue Korpi
City of Oklahoma City
Municipal Accountant II

Linsey Nunn

Linsey Nunn
City of Oklahoma City
Accounting Manager

Alex E. Fedak

Alex E. Fedak, CPA
City of Oklahoma City
Controller

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

For the Eleven Months Ended May 31, 2022

SUMMARY

(unaudited)

**REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

	Original Budget Total Year	Original Budget Year to Date	Actual Revenues/ Expenditures Year to Date (2)	Variance	Actual as a Percent of Year to Date Budget
<u>SOURCES</u>					
Operations (1)-----	\$1,348,761	\$1,348,761	\$1,232,970	(\$115,791)	91.4%
Grant activity-----	360,201	360,201	501,393	141,192	139.2
Total revenues-----	1,708,962	1,708,962	1,734,363	25,401	101.5
<u>EXPENDITURES</u>					
Operations-----	1,348,761	693,271	728,317	(35,046)	105.1
Grant activity-----	360,201	360,201	430,430	(70,229)	119.5
Total expenditures-----	1,708,962	1,053,472	1,158,747	(105,275)	110.0
Operating (loss) income	\$ -	\$655,490	575,616	(\$79,874)	87.8

OPERATIONS

Cash balance, beginning-----	803,341
Cash balance, ending-----	\$1,307,994

GRANT ACTIVITY

Cash balance, beginning-----	(70,963)
Cash balance, ending-----	\$ -

(1) Operation's source of funds is from current year contributions and the prior year cash balance.

(2) Year to Date Actuals include expenses from May & June that were paid in July.

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

For the Eleven Months Ended May 31, 2022

OPERATIONS

(unaudited)

**REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

	Original Budget Total Year	Original Budget Year to Date	Actual Revenues/ Expenditures Year to Date (2)	Variance	Actual as a Percent of Year to Date Budget
<u>SOURCES</u>					
Current year local contributions-----	\$1,348,761	\$1,348,761	\$1,232,970	(\$115,791)	91.4%
Total revenue-----	1,348,761	1,348,761	1,232,970	(115,791)	91.4
<u>EXPENDITURES</u>					
Professional services - COTPA administration-----	27,460	27,456	27,456	-	100.0
Professional services - Holmes & Associates-----	301,080	231,508	231,508	-	100.0
Professional services - Kimley-Horn-----	872,621	370,604	370,604	-	100.0
Legal fees-----	9,000	-	-	-	N/A
Independent audit fees-----	15,000	8,700	8,700	-	100.0
Polling Services-----	26,000	-	-	-	N/A
Training-----	7,850	-	-	-	N/A
Travel-----	20,000	-	-	-	N/A
Insurance-----	3,500	3,138	3,138	-	100.0
Branding-----	10,000	-	-	-	N/A
Other services and charges-----	3,690	825	825	-	100.0
Supplies-----	1,520	-	-	-	N/A
Transfer to grant activity for grant match (1)-----	51,040	51,040	86,086	(35,046)	168.7
Total expenditures-----	1,348,761	693,271	728,317	(35,046)	105.1
Operating (loss) income	\$ -	\$655,490	504,653	(\$150,837)	77.0

CASH BALANCE

Cash balance, beginning-----	803,341
Cash balance, ending-----	\$1,307,994

(1) This is the 20% grant match on the Kimley-Horn invoices approved through the April, 2022 claims reports.

(2) Year to Date Actuals include expenses from May & June that were paid in July.

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

For the Eleven Months Ended May 31, 2022

GRANT ACTIVITY

(unaudited)

**REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

	Original Budget Total Year	Original Budget Year to Date	Actual Revenues/ Expenditures Year to Date (1)	Variance	Actual as a Percent of Year to Date Budget
<u>SOURCES</u>					
Federal grants -----	\$309,161	\$309,161	\$415,307	\$106,146	134.3%
Transfer from Operations for local grant match-----	51,040	51,040	86,086	35,046	168.7
Total revenue-----	360,201	360,201	501,393	141,192	139.2
<u>EXPENDITURES</u>					
Professional services - Kimley-Horn-----	360,201	360,201	430,430	(70,229)	119.5
Total expenditures-----	360,201	360,201	430,430	(70,229)	119.5
Operating (loss) income	\$ -	\$ -	70,963	\$70,963	N/A
<u>CASH BALANCE</u>					
Cash balance, beginning-----			(70,963)		
Cash balance, ending-----			\$ -		

(1) Year to Date Actuals include expenses from May & June, 2021 that were paid in July, 2021.

STATEMENT OF LOCAL FUNDING
As of May 31, 2022
(unaudited)

REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

LOCAL SPLIT	Population	% Population	Local Share Contributed (1)	Spent	Funds Remaining
Del City	21,332	2.3621%	\$78,693	\$47,808	\$30,885
Edmond	81,405	9.0138%	300,297	182,437	117,860
Midwest City	54,371	6.0204%	126,368	121,852	4,516
Moore	55,081	6.0990%	203,193	123,445	79,748
Norman	110,925	12.2825%	409,194	248,594	160,600
Oklahoma City	579,999	64.2222%	2,214,228	1,299,843	914,385
Total Revenue	903,113	100.0000%	\$3,331,973	\$2,023,979	\$1,307,994

After May, 2022 Claims Paid in June:

LOCAL SPLIT	Population	% Population	Local Share Contributed (1)	Spent	Funds Remaining
Del City	21,332	2.3621%	\$78,693	\$49,893	\$28,800
Edmond	81,405	9.0138%	300,297	190,393	109,904
Midwest City	54,371	6.0204%	126,368	127,166	(798)
Moore	55,081	6.0990%	203,193	128,829	74,364
Norman	110,925	12.2825%	409,194	259,435	149,759
Oklahoma City	579,999	64.2222%	2,214,228	1,356,528	857,700
Total Revenue	903,113	100.0000%	\$3,331,973	\$2,112,244	\$1,219,729

(1) Contributions received in the current year have been added to the city's local share contributed total.

Presented June 15, 2022
Prepared by RTA Support Team (unaudited)

Prepared by RTA Support Team (unaudited)

Expenditures		YTD Actuals	Est. Remaining	Total YE	FY22		
		Jul-May	Jun	Forecast	Budget	Variance	Variance %
Contracts and Services							
	Professional Services - COTPA Administration	\$27,456	\$2,288	\$29,744	\$27,460	-\$2,284	
	Professional Services - Holmes & Associates	\$231,508	\$32,293	\$263,801	\$301,080	\$37,279	
	Professional Services - Kimley Horn ⁽¹⁾	\$370,604	\$53,545	\$424,149	\$872,621	\$448,472	
	Transfer to Grant Activity for Local Grant Match ⁽²⁾	\$86,086	\$0	\$86,086	\$51,040	-\$35,046	
	Professional Services-Legal	\$0	\$0	\$0	\$9,000	\$9,000	
	Independent Financial Audit	\$8,700	\$0	\$8,700	\$15,000	\$6,300	
	Website Hosting Fee	\$513	\$125	\$638	\$2,500	\$1,862	
	Branding	\$0	\$0	\$0	\$10,000	\$10,000	
	Conference/Training	\$0	\$0	\$0	\$7,850	\$7,850	
	Directors & Officer Liability Insurance	\$3,138	\$0	\$3,138	\$3,500	\$362	
	Advertising/Public Notice	\$217	\$0	\$217	\$1,000	\$783	
	Printing & Binding	\$0	\$0	\$0	\$20	\$20	
	Postage	\$0	\$0	\$0	\$100	\$100	
	Mileage	\$0	\$0	\$0	\$20	\$20	
	Parking	\$48	\$14	\$62	\$50	-\$12	
	Travel	\$0	\$0	\$0	\$20,000	\$20,000	
	Polling Services	\$0	\$0	\$0	\$26,000	\$26,000	
	Other Services & Fees	\$47	\$0	\$47	\$0	-\$47	
	Total Contracts and Services	\$728,317	\$88,265	\$816,582	\$1,347,241	\$530,659	39%
Equipment and Supplies							
	Office Supplies	\$0	\$0	\$0	\$320	\$320	
	Food	\$0	\$0	\$0	\$1,000	\$1,000	
	Other Supplies	\$0	\$0	\$0	\$200	\$200	
	Total Equipment and Supplies	\$0	\$0	\$0	\$1,520	\$1,520	100%
Total Operations Expenditures		\$728,317	\$88,265	\$816,582	\$1,348,761	\$532,179	39%

⁽²⁾ This is the 20% match to the grant for the Kimley Horn expense.

<i>Expenditures</i>	YTD Actuals	Est. Remaining	Total YE	FY22		
	Jul-May	Jun	Forecast	Budget	Variance	Variance %
Contracts and Services						
Professional Services - Kimley Horn	\$430,430	\$0	\$430,430	\$360,201	-\$70,229	
Total Grant Expenditures	\$430,430	\$0	\$430,430	\$360,201	-\$70,229	-19%

⁽⁴⁾ This revenue is the 20% local match for the Kimley Horn expenses.

FY22 Beginning Cash Balance	\$803,341
FY22 Ending Cash Balance (Forecast)	\$1,219,729

**Regional Transportation Authority of Central Oklahoma
Payment Claims**

Period: 5/1/2022 to 5/31/2022

Date	Vendor	Description	Invoice No.	Cost	Total
6/1/2022	Holmes & Associates LLC	Consultant Fees - Labor	622	\$ 24,095.00	
		Consultant Fees - Cost Reimb.	622	\$ 3,260.42	
		Consultant Fees - Travel	622	\$ 4,937.50	
					\$ 32,292.92
4/30/2022	Kimley-Horn	Task 1 - Project Management	21403757	\$ 10,275.24	
		Task 2 - Public Engagement	21403757	\$ 11,730.22	
		Task 4 - AA Process	21403757	\$ 25,057.56	
		Task 6 - Rail Ops Planning	21403757	\$ 1,251.97	
		Task 7 - Travel Demand & Ridership Forecasting	21403757	\$ 218.83	
		80 2022 FTA Mega Grant	21403757	\$ 3,125.99	
		Expenses	21403757	\$ 1,885.44	
					\$ 53,545.25
3/1/2022	Republic Parking	Parking Fees - February	2421566	\$ 10.00	
5/1/2022		Parking Fees - April	2422510	\$ 4.00	
					\$ 14.00
3/31/2022	IndaGo Digital, Inc.	Website Hosting rtaok.org - Q2 2022	1457	\$ 125.00	
					\$ 125.00
6/1/2022	COTPA	Admin Services Fee	2022-110	\$ 2,288.00	
					\$ 2,288.00
Total Claims					\$ 88,265.17

APPROVED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, this 15th day of June 2022.

TREASURER:



James P. Boggs

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**



Brad Henry, Chairperson

ATTEST:



Mary Melon, Secretary



HOLMES & ASSOCIATES LLC

Holmes & Associates LLC
910 S Donner Way #304
Salt Lake City, UT 84108
Phone: 703.999.4440
E-Mail: kathryn@holmesassociatesllc.com

Invoice #622

June 1, 2022

EIN: 82-1144150
Supplier ID: 231866
P.O # 2021-003

Client

RTA
2000 S. May
Oklahoma City, OK 73108
ATTN: James P. Boggs
boggsedmondrt@cox.net
ATTN: Suzanne Wickenkamp
suzanne.wickenkamp@okc.gov

Date	Billor	Description	Hours/Qty	Rate	Amount
5/01- 5/31/2022	KAH	RTA - TIME: Time billed by K Holmes for the period 5/01/2022 to 5/31/2022	61	395.00	\$24,095.00
5/01- 5/31/2022	KAH	RTA - TIME: Travel time billed by K Holmes for the period 5/01/2022 to 5/31/2022	25	197.50	\$4,937.50
5/01- 5/31/2022	KAH	RTA - COSTS: Total costs incurred by KAH			\$3,260.42
We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.					Invoice Balance Due \$32,292.92

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163
 Account Number: 2073089159554
 ABA#: 121000248

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 913221
 DENVER, CO 80291-3221

RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Invoice No: 21403757
 Invoice Date: Apr 30, 2022
 Invoice Amount: \$53,545.25

 Project No: 197385001.A
 Project Name: OKC RTA AA NEPA STUDY
 Project Manager: SCANLON, LIZ

 Client Reference: YEAR 2 TASK ORDER

Federal Tax Id: 56-0885615
 For Services Rendered through Apr 30, 2022

COST PLUS MAX

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	134,500.00	81.96%	110,230.57	99,955.33	10,275.24
TASK 2: PUBLIC ENGAGEMENT	226,500.00	39.96%	90,514.45	78,784.23	11,730.22
TASK 4: ALTERNATIVES ANALYSIS PROCESS	272,600.00	62.97%	171,658.31	146,600.75	25,057.56
TASK 5: STATION AREA AND LAND USE ANALYSIS	20,200.00	0.00%	0.00	0.00	0.00
TASK 6: RAIL OPERATIONS PLANNING	397,374.40	68.81%	273,448.91	272,196.94	1,251.97
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	71,900.00	11.83%	8,502.80	8,283.97	218.83
80 2022 FTA MEGA GRANT	9,560.23	32.70%	3,125.99	0.00	3,125.99
ALLOCATION	439.77	0.00%	0.00	0.00	0.00
CONTINGENCY	18,025.60	0.00%	0.00	0.00	0.00
KHA EXPENSES	23,000.00	32.36%	7,443.33	5,557.89	1,885.44
Subtotal	1,174,100.00	56.63%	664,924.36	611,379.11	53,545.25
Total COST PLUS MAX					53,545.25

Total Invoice: \$53,545.25

Account 127112 RTA (TE) (VA)
Invoice 2421566 Total Due: \$10.00
Invoice Date 3/1/2022
Printed on 5/9/2022

Description of Billing

2 VALIDATED TKTS @ \$5.00 FOR FEBRUARY 2022 DAILY
PARKING

Charges

Parking \$10.00

Total Charges \$10.00

Please detach and return this stub with your payment

PAST DUE

Account 127112
Location 129-54 V Cox Convention
Invoice 2421566 3/1/2022
Total Due \$10.00

Remit To: Amount Enclosed _____
COTPA - PARKING
C/O REPUBLIC PARKING SYSTEM
P.O. BOX 2404
OKLAHOMA CITY, OK 73101

RTA (TE) (VA)
2000 S MAY
OKC OK 73108

Account 127112 RTA (TE) (VA)
Invoice 2422510 Total Due: \$4.00
Invoice Date 5/1/2022
Printed on 5/9/2022

PAYMENT DUE UPON RECEIPT OF INVOICE

Description of Billing

2 VALIDATED TKTS @ \$4.00 FOR APRIL 2022 DAILY PARKING

Charges

Parking \$4.00

Total Charges \$4.00

Please detach and return this stub with your payment

Account 127112
Location 129-54 V Cox Convention
Invoice 2422510 5/1/2022
Total Due \$4.00

Remit To:
COTPA - PARKING
C/O REPUBLIC PARKING SYSTEM
P.O. BOX 2404
OKLAHOMA CITY, OK 73101

RTA (TE) (VA)
2000 S MAY
OKC OK 73108

**IndaGo Digital, Inc.**

500 S Lynn Riggs #214
Claremore, OK 74017 US
+1 9186305255
andrea@indagodigital.us
indagodigital.us

INVOICE

BILL TO
Michael Scroggins
Regional Transportation Authority of Central Oklahoma
2000 S May Ave
Oklahoma City, OK 73108 USA

INVOICE 1457
DATE 03/31/2022
TERMS Net 30
DUE DATE 04/30/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/01/2022	Website Hosting	rtaok.org - Q2 2022	1	125.00

BALANCE DUE

\$125.00



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

REMIT PAYMENT TO:
EMBARC - Accts Receivable
2000 S. May | Oklahoma City, OK 73108
embarkok@okc.gov

Bill To: **Regional Transportation
Authority of Central Oklahoma** Phone:

Invoice #: 2022-111

Address: 2000 S May Avenue
Oklahoma City, OK 73108 Email:

Invoice Date: 6/1/2022

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - May 2022	1	\$2,288.00		\$2,288.00
NOTES: RTA PO # 2022-001				Invoice Subtotal	\$2,288.00
				Tax Rate	
				Sales Tax	\$0.00
				Other	
				Deposit Received	
Make all checks payable to EMBARK				TOTAL	\$2,288.00



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Task Order No. 3 for the Professional Services Agreement with Kimley-Horn and Associates, Inc., cost not to exceed \$1,099,060; authorize Notice to Proceed for Task Order 3.

Background At the July 15, 2020, meeting of the Regional Transportation Authority of Central Oklahoma (RTA) (Item 8), the Board adopted a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc., to update the Alternatives Analysis of the Commuter Corridor Study.

The RTA successfully negotiated a four-year contract, executed by task orders based upon available funds. Year One included the update of the Alternatives Analysis of the Commuter Corridor Study (CCS) with adoption of the corridor Locally Preferred Alternatives and the development of a Regional Rail Transit System Plan.

Task Order 3 includes continued support coordinating BNSF railroad, planning work for land use and economic development, conducting pre-NEPA (National Environmental Policy Act) analysis to prepare for Federal Transportation Authority (FTA) Capital Improvement Grant (CIG) program, continued advancement of the Alternatives Analysis planning for the East Corridor to determine the Locally Preferred Alternatives, as well as Public Engagement activities.

Recommendation: Approve Task Order No. 3 and authorize Notice to Proceed.

Reviewed by:



Jason Ferbrache
Interim Executive Director

RTA 2020-0002 ALTERNATIVES ANALYSIS UPDATE
Regional Transportation Authority of Central Oklahoma

TASK ORDER
NUMBER 003

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Consultant” or “Kimley-Horn”), and Regional Transportation Authority of Central Oklahoma (the “Owner” or “RTA”) in accordance with the terms of the Professional Services Contract (the “Contract”) dated July 15th, 2020, which is incorporated herein by reference.

This Task Order (TO) is effective on **July 15, 2022**, through **July 14, 2023**.

Section 1: Identification of Project Milestones:

Milestones to be completed as part of this TO are:

1. Continue support to the RTA to coordinate with BNSF railroad, continue relevant planning work for land use and economic development, conduct pre-NEPA analysis and to prepare for Federal Transit Administration (FTA) Capital Investment Grant (CIG) program
2. Continue to advance the Alternatives Analysis planning for the East Corridor to determine the Locally Preferred Alternative (LPA)
3. Continue to support the RTA with the decision-making process with the RTA Board of Directors

There is a pending RAISE planning grant for the Airport and West corridors. These corridors are not included in this Task Order and will not be studied as part of this analysis.

Section 2: Specific Scope of Basic Services:

TASK 1: PROJECT MANAGEMENT

Kimley-Horn continue to utilize management tools established in Years 1 and 2 to execute the scope of work and monitor the Project schedule and budget.

Task 1.1: Project Initiation

Kimley-Horn will continue to follow the overall Project Operations Plan (POP) developed in TO-001 in accordance with RTA requirements and FTA guidance.

Kimley-Horn will maintain the previously created internal/external ShareFile system that is accessible to RTA, RTA’s Owner’s Representative, sub- consultants, and other stakeholders. The ShareFile site will be used to store a Project Technical Library, externally focused Project correspondence, and Project materials including presentations, meeting notes, and draft and final deliverables.

Kimley-Horn will continue adhering to the Quality Management Plan (QMP) providing documentation of the quality control/quality assurance (QC/QA) plan. The QMP will be used to

communicate these requirements to our sub-consultants, and Kimley-Horn will conduct independent quality reviews of sub-consultant products. The QMP will be used to review subconsultant products prior to delivery to the RTA.

Kimley-Horn will update the master project schedule for the Study utilizing the schedule completed for TO-002. Kimley-Horn will report on the monthly progress of plan vs. actual progress for the Study.

Task 1.2 Monthly Reporting

Kimley-Horn will prepare monthly invoices and progress reports and will submit to RTA. Reporting will indicate tasks completed in prior month and upcoming schedule activities.

Task 1.3 Meetings

Kimley-Horn will participate in the following Project Management meetings:

- Weekly PM check-in with RTA Owner's Rep (assumes weekly over the course of the 12-month schedule duration);
- Weekly Internal Task Managers meeting (assumes weekly over the course of the 12-month schedule duration);
- In-person attendance at RTA's Board meetings At up to ten (10) board meetings it is assumed that the Kimley-Horn PM and Deputy PM will attend in-person and up to two (2) Task Managers appropriate for agenda items or topical discussions related to the Study at major milestones.
- Virtual attendance at up to four (4) meetings for each Corridor with the Member City Technical Working Group (TWG). Each meeting will discuss technical input regarding the process for the relevant corridors. It is assumed the TWG's will be as established in Year 2 with the additional of Oklahoma Department of Transportation (ODOT) for the East Corridor.
- As requested by RTA, attend meetings with key stakeholder to support the planning process

TASK 2: PUBLIC ENGAGEMENT

For Year 3, Kimley-Horn will perform the following services for this task:

Task 2.1 Public Involvement Plan

Kimley-Horn will monitor and implement the Public Involvement Plan, i.e. "PIP," in coordination with RTA, that consists of the following elements:

- Project Background
- Public Involvement Overview
- Key Groups
- Public Involvement Sequence
- Involvement Methods
 - Project Website
 - Educational Videos
 - Fact Sheets
 - Interactive Surveys
 - Mobile Meeting Kit
- Project Contacts

Task 2.2 Project Website

Kimley-Horn will provide updates to the interactive Project website (www.RTAMoves.com) to as needed to accommodate activities detailed in Task 2.3. The website is anticipated to continue to include:

- Project Background
- Up-to-date Project information such as timelines and key milestones
- Opportunities to provide feedback,
- Fact-sheets summarizing the educational video content, and
- Events and key process points, as applicable.

Kimley-Horn will continue to coordinate with RTA and Embark regarding updates to the main RTA-website (www.rtaok.org) to ensure alignment with Project activities and messaging.

Task 2.3 Engagement Activities and Meeting Materials

Engagement in Year 3 will be largely digital with strategic in-person outreach. In Year 3, Kimley-Horn will support RTA with public engagement focused on education and sharing information regarding the progress of the AA study. The following activities are planned as part of Year 3:

- *Educational Videos* – Kimley-Horn will produce up to three (3) educational videos approximately 5 minutes in length that will be used to provide key milestone information to stakeholders. This media will be posted on the project website and available to stakeholders viewing on-demand. The video content will focus on the following topics:
 - Video #1 – Introduction to the Year 3 phase on the study including schedule and expected outcomes
 - Video #2 – Content discussing commuter rail service or the North-South Corridor
 - Video #3 – Content discussing preferred alignment and planning progress for the East Corridor
- *Interactive Surveys* – Kimley-Horn will develop up to two (2) interactive online surveys to solicit feedback from stakeholders and will be posted on the Project Website. The surveys may also incorporate interactive mapping activities, where possible.
 - Survey #1 – This survey will ask stakeholders what commuter rail on the North-South Corridor would need to do to attract them to use the service.
 - Survey #2 – This survey will ask stakeholders to identify ways that transit could serve the East Corridor including destinations, trip types, and barriers.

- *Notifications* – Kimley-Horn will develop visual communication elements including graphics to be displayed on social media to drive the public to the project website to view the prepared materials, videos and surveys. We will coordinate with project partners including Embark, cities and major stakeholders.
- *Mobile Meeting Kit* – A PowerPoint presentation will be created at up to four (4) key stages of the Project, after each of the four (4) Milestone Board Meetings. Along with a comment form available for printing, the Mobile Meeting Kit is intended to be a resource for the RTA Board of Directors and members of the PMT who have opportunities to make a presentation in a Member City to a stakeholder group or other interested parties.

TASK 3: ASSESSMENT OF PRIOR STUDIES

Task completed in TO #1.

TASK 4: ALTERNATIVES ANALYSIS PROCESS – EAST CORRIDOR

Kimley-Horn will continue to advance the Alternatives Analysis for the East Corridor by progressing work already initiated during Year 2. This Year 3 Scope of Work assumes that two potential alignments, with associated mode options, will be progressed into Year 3 for further, detailed examination. The work in Year 3 will continue to refine the alignments and finalize the selection of a mode, identify the station locations and conclude with a Locally Preferred Alternative (LPA) selection.

Task 4.1 Regional Fixed- Guideway System Plan

Task completed in TO #1.

Task 4.2 Alternatives Analysis

Building upon work initiated in Year 2, Kimley-Horn will complete the following for the East Corridor:

1. Refine draft Purpose and Need Statement
2. Establish a set of qualitative (land use, barriers, etc.) and quantitative (ridership, travel time, cost, etc.) evaluation criteria to guide the analysis based upon the Purpose and Need.
3. Conduct second level assessment utilizing detailed evaluation methodology developed in Year 2. This step of the process will further examine alternatives for fatal flaws, major areas of concern, and overall performance. Kimley-Horn will identify the Benefits and Trade-offs for each alternative.
4. Continue to refine and analyze the appropriate transit mode choice for the selected corridor. This will include concept design (not to exceed 5 percent) to identify technical challenges related to mode, prepare conceptual cost analysis, travel time analysis and support the RTA in selection of a preferred mode.
5. Conduct station selection analysis to identify the appropriate number of stations to serve the corridor.

The AA will rely on outputs from Tasks 5 and 7 of this scope of work. Kimley-Horn will prepare

necessary graphics and maps for the AA.

Task 4.3 Concept Engineering & Opinions of Probable Cost Estimates

Kimley-Horn will perform conceptual engineering and planning level opinion of probable capital cost estimates to support the selection of the LPA. Kimley-Horn will review the readily available engineering data or product provided by RTA to utilize as part of the AA. Opinions of probable cost estimates will need to be brought to year-of-expenditure or 2022 dollars. Kimley-Horn will provide opinions of probable capital costs estimates consistent with FTA Standard Cost Categories and cost estimating methodology. Conceptual engineering, not to exceed 5 percent design level, will be completed to assess fatal flaws of the alternatives and provide planning-level opinions of probable capital cost estimates. Kimley-Horn will use readily available mapping, as-builts, plans, quantity data, and other relevant information provided by RTA to support the effort.

Task 4.4: Operations & Maintenance Cost Modeling

Kimley-Horn will gather information on cost structures of peer light rail and bus rapid transit systems to build a conceptual cost library for providing an opinion on estimating Operations & Maintenance (O&M) cost estimates. O&M costs will be conceptually based on representative service plan, including route miles, train miles, car miles, stations, and total fleet size.

Task 4.5 Locally Preferred Alternative (LPA) Consideration

Upon the conclusion of the AA process, Kimley-Horn will provide materials regarding consideration of an LPA to the RTA. Kimley-Horn will prepare documentation, including summary PowerPoint presentations, to summarize the process next steps to adoption of the LPA into the fiscally constrained plan and advancing to NEPA.

Task 4.6 Alternatives Analysis Documentation

Kimley-Horn will prepare the final AA document for the East Corridor that will present the findings of the process. The document is anticipated to include the following:

- Executive Summary
- Purpose and Need Statement
- AA Process
 - Assessment and Methodology
 - Evaluation Criteria and Measures of Effectiveness
 - Evaluation Matrix
 - Alternatives definition
- AA Findings including:
 - Land use assessment
 - Ridership
 - Public engagement
 - Service development
 - Evaluation ratings
- Recommended LPA

It is expected that the final draft will be submitted to RTA for review and Kimley-Horn will respond to one (1) round of comments/review. The final document will be submitted to RTA in electronic PDF format.

TASK 5: LAND USE ANALYSIS

For both corridors, Kimley-Horn will perform a land use analysis that builds on various needs through the AA and NEPA process. In Year 3, to support the AA, Kimley-Horn will evaluate land uses in each corridor and determine locations with transit-supportive qualities, relative benefits, and trade-offs. Kimley-Horn will also review local comprehensive plans to inform how corridors may change over time.

Kimley-Horn will assess land use and development opportunities:

- Review local community comprehensive plans and transit studies to understand local policy and vision alignment with planned station areas.
- Perform a GIS-based worksheet analysis to review underutilized land, connectivity, and proximity of each select station area to perform a land use scoring on potential station areas.
- Provide recommendations related to transit supportive policies that may support favorable ratings within a federal grant application.

TASK 6: RAIL OPERATIONS PLANNING – NORTH/SOUTH CORRIDOR

Building upon the work initiated in Year 2, Kimley-Horn will progress the feasibility analysis for commuter rail operations within the BNSF corridor. Additional technical analysis will be completed to help verify the feasibility of the concept and support the RTA with the BNSF rail operations modeling and engineering process. Kimley-Horn will coordinate with the RTA Owner's Representative for all communication with BNSF regarding the North/South Corridor.

Task 6.1 Operations Planning Support

Kimley-Horn will support the RTA with the BNSF operations modeling and engineering phase, as needed.

Task 6.2 Concept Engineering & Opinions of Probable Cost Estimates

To support the RTA with coordination with the BNSF on the North/South Corridor, Kimley-Horn will provide concept design related to RTA-required facilities such as stations, platforms, and maintenance/layover facilities. These concepts will not exceed 5 percent design level and intended to support continued preparation of a statement of probable costs. Kimley-Horn will also work with the RTA Owner's Rep to conceptually outline initial RTA-facilities design criteria and parameters. The progress within this task related to opinions of probable cost will support Task 8.

Kimley-Horn will review, as requested by the RTA Owners Rep, BNSF engineering drawings to inform and provide technical assistance.

Task 6.3 Operations & Maintenance Cost Modeling

Kimley-Horn will continue to model operations and maintenance (O&M) scenarios to support the

development of the corridor operating plans, as needed.

TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING

Building upon work initiated in Year 2, Kimley-Horn will continue to assess ridership markets using location-based service (LBS) data for both corridors. This analysis will identify the number of travelers who use each corridor, travel patterns of those users, and origin-destination hot spots. Findings will be used to refine the alternative for the East Corridor and to continue to inform the rail operations planning for the North-South Corridor.

Kimley-Horn will perform Federal Transit Administration (FTA) Simplified Trips on Project Software (STOPS) Modeling to support preparing federal grant applications. It is assumed the STOPS model will focus on the North/South corridor.

TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT

The activities in Task 8 for Year 3 are assumed to focus on the North-South Corridor.

Kimley-Horn will support the RTA with an analysis on potential eligibility and competitiveness to prepare for entry to the FTA Capital Investment Grant (CIG) program. This will include assessment of the potential funding program (i.e., Small or New Starts) relative to the Project eligibility. Kimley-Horn will coordinate with the RTA to gather needed data to determine how well the Project may perform within the guidance provided by FTA. Kimley-Horn will support the RTA in coordinating with FTA Regional office and Headquarters, as needed. Kimley-Horn will initiate the preparation of a draft Project Financial Plan, which is a required FTA-document. Kimley-Horn will prepare a roadmap to outline all required steps and preparations needed to seek a CIG.

TASK 9: NEPA DOCUMENTATION

Kimley-Horn will conduct pre-NEPA analysis to inform and further the planning process. This work will inform the East Corridor Alternative Analysis and North-South Feasibility by informing the planning work for new facilities. The pre-NEPA work will be desk-top reviews and GIS-based research on the following topical areas:

- Environmental justice communities
- Sensitive receptors
- Protected habitat
- Historic properties from the NRHP
- Potential Section 4(f) resources
- National wetlands inventory

Section 3: Additional Services, if required:

No additional services are required.

Section 4: Schedule:

The anticipated workplan for the TO is included as Attachment A. This illustrates planned

activities for the progress of each Corridor by quarter.

Section 5: Deliverables:

Deliverables included as part of this TO are:

Project Management:

- Monthly Invoice and Progress Report
- RTA Board Presentations
- Prepare Meeting Minutes

Public Engagement:

- Public Involvement Plan
- Project Website
- Engagement Activities and Meeting Materials

Alternatives Analysis Process – East Corridor:

- Technical Memo regarding opinion of probable capital cost estimates
- Technical Memo regarding opinion of probable O&M cost estimates
- Technical Memo regarding conceptual engineering and next steps
- Draft Final AA Document
- Final AA Document
- LPA Recommendations and Suggested Next Steps Memo

Land Use Analysis:

- Station Area Analysis Report

Rail Operation Planning – North-South Corridor:

- Technical Memo regarding opinion of probable capital cost estimates
- Technical Memo regarding conceptual engineering to support BNSF process

Travel Demand/Ridership Forecasting:

- Travel Market Assessment Methodology Memo
- STOPS Model Methodology Memo

FTA Capital Grant and Financial Plan Support

- CIG Grant Eligibility Memo
- Federal Funding Scenarios memo
- Draft Annotated Outline Financial Plan

NEPA Documentation

- Pre-NEPA Analysis Summary Technical Report

Section 6: Terms of Compensation:

Kimley-Horn will perform the services documented herein on a labor fee plus subconsultant plus expense basis with the maximum fee shown below.

Kimley-Horn and Associates, Inc Cost Estimate Summary		2022/2023
Task 1:	PROJECT MANAGEMENT	\$ 97,742
Task 2:	PUBLIC ENGAGEMENT	\$ 106,333
Task 3:	ASSESSMENT OF PRIOR STUDIES	\$ 0
Task 4	ALTERNATIVES ANALYSIS – EAST CORRIDOR	\$ 219,555
Task 5	STATION AREA AND LAND USE ANALYSIS	\$ 54,610
Task 6	RAIL OPERATIONS PLANNING –NORTH/SOUTH CORRIDOR	\$ 246,632
Task 7	TRAVEL DEMAND/RIDERSHIP FORECASTING	\$ 234,779
Task 8	FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	\$ 67,178
Task 9	NEPA DOCUMENTATION	\$ 55,233
	Contingency	\$ 0
	Other KHA Expenses	\$ 17,000
TOTAL		\$ 1,099,060

Kimley-Horn will not exceed the total maximum fee of \$1,099,060 without authorization from the RTA. Individual task details and subtotal amounts are provided for budgeting and informational purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary, without exceeding the maximum amount.

Labor fee will be billed on an hourly basis utilizing the hourly rates contained in the Contract and in accordance with the terms of the Contract.

The derivation of the above maximum fee is shown in Attachment B. This is for informational purposes only and Kimley-Horn reserves the right to reallocate budget from task to task or Labor/Expense/Subconsultant to Labor/Expense/Subconsultant as needed.

Section 7: Other special terms of Task Order:

There are no special terms of this TO.

ACCEPTED:

REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

BY: _____

TITLE: Brad Henry, Chairperson

TITLE: _____

DATE: 6/15/2022

DATE: _____

ATTACHMENT A: PLANNED QUARTERLY TASKS

Regional Transportation Authority of Central Oklahoma
Kimley-Horn Year 3 Task Order Quarterly Work Plan (2022-2023)

	Q1			Q2			Q3			Q4			Total TO3
Overall Project	• Monthly Reporting • Coordination Meetings • Kick-Off Virtual Engagement			• Monthly Reporting • Coordination Meetings • Virtual Engagement Continues			• Monthly Reporting • Coordination Meetings • Virtual Engagement Continues			• Monthly Reporting • Coordination Meetings • Virtual Engagement Continues			
East Corridor	• Begin detailed analysis of two selected alignments including: - Connectivity Assessment - Economic Development Assessment - Service Assessment - Feasibility Analysis • Begin concept engineering • Continue coordinating with Tinker AFB on alternatives			• Conclude draft detailed analysis of two selected alignments including: - Connectivity Assessment - Economic Development Assessment - Service Assessment - Feasibility Analysis • Continue conducting market assessment for station locations and alignment performance • Continue coordinating with Tinker AFB on alternatives • Present results of the detailed evaluation to Board			• Incorporate Board comments into "variations" of the alternatives • Prepare detailed cost estimates • Conduct Pre-NEPA Desktop Reviews • Station Area and Land Use Analysis • conclude concept engineering • Present draft Locally Preferred Alternative (LPA) for Board disucssion • Continue coordinating with Tinker AFB on alternative			• Board consideration of a LPA • Documentation of process in preparation for NEPA process			
North/South Corridor	• Support the RTA, as needed, with coordination with BNSF • Continued Market Assessment analysis to ascertain how much market can be captured • Station Area and Land Use Analysis • Initiate building the RTA's STOPS Model			• Continued on-call support with BNSF, including engineering reviews and refinement of Concept of Operations • wrap-up Market Assessment • Initiate and progress FTA CIG Eligibility Assessment: gather needed input/data, assess FTA requirements vs. projects status, begin building roadmap • Station Area and Land Use Analysis concludes with recommendations for next steps • STOPS Modeling: assumes a No Build/Current Year and Forecast Year with inputs from the work with BNSF			• Continued support to RTA with BNSF coordination • Conduct Pre-NEPA Desktop Reviews • Review/discussion Station Area and Land Use Analysis next steps with RTA and Member cities • Continue to advance the FTA CIG Eligibility Assessment • Initiate Draft Financial Plan • Evaluate outputs from the STOPS modeling relative to the FTA CIG Elibilbility Assessment			• Continued support of RTA with BNSF coordination • Recommend next steps for FTA CIG process • Finalize Pre-NEPA work with recommendations for proceeding into NEPA proess • Continue progress on Draft Financial Plan - inputs include cap/O&M cost estimates, potential financing options, etc			
Quarterly Burn Rate	\$262,410			\$313,300			\$296,700			\$226,500			\$1,099,060
Monthly Est Burn Rate	\$86,710	\$87,400	\$88,300	\$89,300	\$108,000	\$116,000	\$106,100	\$112,100	\$78,500	\$78,700	\$75,900	\$71,900	\$1,099,060

Notes: Burn rates are estimated level of effort subject to refinement. Work plan represents a best guess of planned progress and will be refined in coordination with RTA

ATTACHMENT B: TASK ORDER BUDGET DERIVATION

Kimley-Horn and Associates, Inc Cost Estimate Summary		Year 3	
		KHA Hours	Cost
Task 1:	PROJECT MANAGEMENT	418	\$ 97,742
	KHA Labor		\$ 97,742
	Subs		\$ -
	Expenses		\$ -
Task 2:	PUBLIC ENGAGEMENT	498	\$ 106,333
	KHA Labor		\$ 106,333
	Subs		\$ -
	Expenses		\$ -
Task 3:	ASSESSMENT OF PRIOR STUDIES	0	\$ -
	<i>Completed Year 1</i>		
Task 4:	ALTERNATIVES ANALYSIS - EAST CORRIDOR	1,247	\$ 219,555
	KHA Labor		\$ 219,555
	Subs		\$ -
	Expenses		\$ -
Task 5:	STATION AREA AND LAND USE ANALYSIS	328	\$ 54,610
	KHA Labor		\$ 54,610
	Subs		\$ -
	Expenses		\$ -
Task 6:	RAIL OPERATIONS PLANNING	244	\$ 246,632
	KHA Labor		\$ 41,632
	Subs		\$ 200,000
	Expenses		\$ 5,000
Task 7:	TRAVEL DEMAND/RIDERSHIP FORECASTING	140	\$ 234,779
	KHA Labor		\$ 24,779
	Subs		\$ 205,000
	Expenses		\$ 5,000
Task 8:	FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	358	\$ 67,178
	KHA Labor		\$ 67,178
	Subs		\$ -
	Expenses		\$ -
Task 9:	NEPA DOCUMENTATION	316	\$ 55,233
	KHA Labor		\$ 44,983
	Subs		\$ 10,000
	Expenses		\$ 250
	Contingency		\$ -
	Other KHA Expenses (travel, printing, etc.)		\$ 17,000
TOTAL		3,549	\$ 1,099,060

Notes: 1. The budgets in each task shown here are for informational purposes only, KHA reserves the right to move budget from task to task or from subconsultant to subconsultant or sub to KHA as needed.

2. The hourly billing rates shown herein are effective through July 14, 2023

3. The effort shown here is a good faith attempt to estimate the effort by year. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated effort may move from year to

		Kimley-Horn and Associates, Inc. YEAR 3											SUB	SUB	SUB					
		Project Manager	Sr QC Manager / Sr Professional II	Sr Professional II	Sr Professional I	Sr Professional I	Sr Professiona II	Professiona I	Professiona I	Analyst	Project Administrat ion	Support Staff	Cambridge Systematics	DB Engineering & Consulting	Santec/Cox McClain	Total KHA Hours	KHA Labor Cost	KHA Expenses	Total Sub Cost	Total Cost
02/25/2022																				
Task 1:	PROJECT MANAGEMENT	190	0	20	0	40	68	0	48	0	20	32	\$ -	\$ -	\$ -	418	\$ 97,742	\$ -	\$ -	\$ 97,742
1.1	Project Initiation	0				0	0		0							0	\$ -		\$ -	\$ -
1.2	Monthly Reporting	20					8		8		20	32				88	\$ 15,254		\$ -	\$ 15,254
1.3	Meetings	170	0	20	0	40	60	0	40	0	0	0				330	\$ 82,488		\$ -	\$ 82,488
																	\$ -		\$ -	\$ -
Task 2:	PUBLIC ENGAGEMENT	16	0	0	10	156	116	0	200	0	0	0	\$ -	\$ -	\$ -	498	\$ 106,333	\$ -	\$ -	\$ 106,333
2.1	Public Involvement Plan															0	\$ -		\$ -	\$ -
2.2	Project Website	0				16	16		80							112	\$ 19,622		\$ -	\$ 19,622
2.3	Engagement Activities and Meetings	16	0	0	10	140	100	0	120	0	0	0				386	\$ 86,711		\$ -	\$ 86,711
																	\$ -		\$ -	\$ -
Task 3:	ASSESSMENT OF PRIOR STUDIES	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -
															\$ -	0	\$ -	\$ -	\$ -	\$ -
																	\$ -		\$ -	\$ -
Task 4	ALTERNATIVES ANALYSIS PROCESS - EAST CORRIDOR	56	4	30	0	68	193	56	728	112	0	0	\$ -	\$ -	\$ -	1247	\$ 219,555	\$ -	\$ -	\$ 219,555
4.2	Alternatives Analysis	16	0	10	0	20	101	20	260	52						479	\$ 84,458	\$ -	\$ -	\$ 84,458
4.3	Concept Engineering & Opinions of Probable Cost Estimates	20	0	8	0	32	60	20	244	60						444	\$ 77,037	\$ -	\$ -	\$ 77,037
4.4	Operations & Maintenance Cost Modeling	4	0	0	0	4	4	0	40	0						52	\$ 8,812	\$ -	\$ -	\$ 8,812
4.5	Locally Preferred Alternative (LPA) Consideration	8	0	8	0	8	8	4	30	0						66	\$ 14,084	\$ -	\$ -	\$ 14,084
4.6	Documentation	8	4	4	0	4	20	12	154	0						206	\$ 35,164	\$ -	\$ -	\$ 35,164
																	\$ -		\$ -	\$ -
Task 5	STATION AREA AND LAND USE ANALYSIS	10	4	2	0	24	40	8	120	120	0	0	\$ -	\$ -	\$ -	328	\$ 54,610	\$ -	\$ -	\$ 54,610
		10	4	2	0	24	40	8	120	120						328	\$ 54,610		\$ -	\$ 54,610
																	\$ -		\$ -	\$ -
Task 6	RAIL OPERATIONS PLANNING - NORTH-SOUTH CORRIDOR	24	0	0	0	0	20	100	40	60	0	0	\$ -	\$ 200,000	\$ -	244	\$ 41,632	\$ 5,000	\$ 200,000	\$ 246,632
6.1	Operations Planning Support	8	0	0	0	0	0		0					\$ 200,000		8	\$ 2,085	\$ 5,000	\$ 200,000	\$ 207,085
6.2	Concept Engineering & Opinions of Probable Cost Estimates	8	0	0	0	0	20	20	40	60						148	\$ 23,543	\$ -	\$ -	\$ 23,543
6.3	Operations & Maintenance Cost Modeling	8	0	0	0	0	0	80	0							88	\$ 16,005	\$ -	\$ -	\$ 16,005
																	\$ -		\$ -	\$ -
Task 7	TRAVEL DEMAND/RIDERSHIP FORECASTING	8	4	0	0	0	10	58	60	0	0	0	\$ 200,000	\$ 5,000	\$ -	140	\$ 24,779	\$ 5,000	\$ 205,000	\$ 234,779
	Market Assessment	4	2	0	0	0	10	18	60	0				\$ 5,000		94	\$ 15,958	\$ -	\$ 5,000	\$ 20,958
	STOPS Modeling (North-South Corridor)	4	2	0	0			40					\$ 200,000			46	\$ 8,821	\$ 5,000	\$ 200,000	\$ 213,821
																	\$ -		\$ -	\$ -
Task 8	FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	32	4	4	18	0	60	80	80	80	0	0	\$ -	\$ -	\$ -	358	\$ 67,178	\$ -	\$ -	\$ 67,178
	FTA CIG Eligibility Assessment	16			18		60	20						\$ -		114	\$ 27,999	\$ -	\$ -	\$ 27,999
	Initiate Draft Financial Plan	16	4	4				60	80	80						244	\$ 39,179	\$ -	\$ -	\$ 39,179
																			\$ -	\$ -
Task 9	NEPA DOCUMENTATION	0	0	0	8	8	0	0	140	160	0	0	\$ -	\$ 5,000	\$ 5,000	316	\$ 44,983	\$ 250	\$ 10,000	\$ 55,233
	Pre-NEPA Desktop Reviews				8	8			140	160				\$ 5,000	\$ 5,000	316	\$ 44,983	\$ 250	\$ 10,000	\$ 55,233
																	\$ -			
																	\$ -			
	CONTINGENCY																	\$ -		\$ -
																	\$ -		\$ -	\$ -
	Expenses																	\$ 17,000.0	\$ -	\$ 17,000
	Printing/Reproduction																	\$ 1,000.0	\$ -	\$ 1,000
	Travel																	\$ 16,000.0	\$ -	\$ 16,000
																			\$ -	\$ -
TOTAL HOURS		336	16	56	36	296	507	302	1416	532	20	32				3549			\$ -	\$ -
TOTAL COST																	\$ 656,810	\$ 27,250	\$ 415,000	\$ 1,099,060

Notes:

1. The budgets in each task shown here are for informational purposes only, KHA reserves the right to move budget from task to task or from subconsultant to subconsultant or sub to KHA as needed.
2. The hourly billing rates shown herein are effective through July 14, 2023
3. The effort shown here is a good faith attempt to estimate the effort by year. Given the nature of this project, the scope, subconsultants, timeframe and dynamics involved it may not be possible to complete each years scope as documented. Scope and associated e



**Regional Transportation Authority of Central Oklahoma
Alternatives Analysis and NEPA Project**

Hourly Billing Rate Schedule

July 15, 2022

<u>Classification</u>	<u>Billing Rate Range *</u>
Analyst	\$90 - \$140
Professional	\$100 - \$230
Senior Professional I / Project Manager	\$135 - \$345
Senior Professional II / Sr Quality Control	\$320 - \$385
Senior Technical Support	\$75 - \$180
Technical Support	\$75 - \$125
Support Staff	\$70 - \$120

** Rates effective until July 14, 2023*

** Annual rate increases occur July 1st each year*

** Subconsultants will be billed at 2% markup*



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving Amended and Restated Professional Services Agreement with Holmes and Associates, LLC, extending the term of the agreement from July 1, 2022 to June 30, 2024, estimated annual cost \$444,900.

Background The RTA entered into an Agreement for Professional Services with Holmes & Associates LLC to provide legal and technical assistance and planning support for the RTA.

Holmes and Associates, LLC, continues to perform additional tasks in the original Scope of Work under the supervision and direction of the RTA Board of Directors. The RTA and Holmes and Associates, LLC, agree to renew the agreement for an additional two-year period.

The original renewal for the Holmes and Associates, LLC Professional Services Agreement is in September, but in order to align with the Fiscal Year, the renewal period will be from July 1st to June 30, 2024 .

Holmes and Associates, LLC, will continue to support the RTA in updating the Alternatives Analysis of the Commuter Corridor Study and facilitate negotiations with BNSF for right of way acquisitions related to developing a light rail commuter system.

Recommendation: Amended and Restated Professional Services Agreement be approved.

Jason Ferbrache
Interim Executive Director

AMENED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made effective the 1st day of July 2022 (the "Effective Date"), by and between Holmes & Associates LLC (Consultant), and Regional Transportation Authority of Central Oklahoma (RTA). Consultant and RTA may be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the RTA and CONSULTANT entered into a Professional Services Agreement, dated September 19, 2020 (RTA 20-002); and,

WHEREAS, the Professional Services Agreement established the CONSULTANT as the Owner's Representative to assist RTA in the development, review, and assessment of requests for proposals that may be issued by RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements; and

WHEREAS, RTA desires to extend the Agreement with Consultant for an additional Term; and

WHEREAS, Consultant and RTA have agreed on all terms and conditions set forth below and both Parties agree to abide by this Agreement.

NOW, THEREFORE, based on the foregoing, the Parties agree as follows:

AGREEMENT

1. Scope of Services.

- a. Consultant agrees to provide services to RTA as set forth in Exhibit A during the Term of this Agreement. New services may be added to this Agreement by the attachment of new Exhibits signed by both Parties. For purposes hereof, the "Term" of this Agreement shall commence on the Effective Date and continue for a period of two (2) years thereafter. Upon the expiration of the Term, this Agreement may be extended by written agreement of the Parties for an additional Term for a period as agreed upon by the parties.
- b. Consultant agrees to serve as Owner's Representative to assist RTA in the development, review, and assessment of requests for proposals that may be issued by RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements.

2. Payment.

- a. In exchange for the services to be provided by Consultant during the Term, RTA agrees to pay Consultant for wages, costs, and expenses incurred by Consultant in the performance of the Work; provided that, in no event shall such wages, costs, and expenses compensated hereunder during the Term exceed an aggregate amount of \$ 1,070,000.00.
- b. RTA will reimburse Consultant for work performed at the rate of \$410 per hour for productive working hours and for time spent in travel at the hourly rate of \$205.
- c. RTA will reimburse Consultant for costs and expenses incurred in connection with subcontracts and consulting agreements entered into with third parties for performance of any of the Work which Consultant agrees to render pursuant to this Agreement. If Consultant subcontracts a portion of the Work, a project management fee equal to 15% of the subconsultants total cost for this work will be paid to the Consultant for administration and management of the project.
- d. RTA will reimburse Consultant for actual costs of travel and subsistence according to the established policies of RTA, as may be updated from time to time in RTA's sole discretion. Travel shall be limited to two (2) trips per month. Any travel in excess of this amount must be approved by the Interim Executive Director in written approval, prior to the Consultant incurring any costs related to travel and/or the additional trip(s).
- e. RTA will reimburse Consultant for other direct nonwage costs and expenses incurred by Consultant in connection with its performance of the work which may include, but not be limited to, photocopies, printing, and computerized legal research.
- f. At the end of each month the Consultant shall submit invoices to RTA for payment in the form specified by RTA and following the accounting protocols directed by RTA. Such invoices must be received by RTA by no later than the fifth (5th) calendar day of that succeeding month to ensure Consultant will be paid within thirty (30) calendar days of receipt. Any invoices received after the fifth (5th) calendar day of that succeeding month, may not be considered for payment until the month following and Consultant may not be paid until thirty (30) calendar days following that later date. The amount invoiced shall cover wages, costs, and expenses incurred by Consultant to perform the Work during the preceding accounting period. Supporting documentation for all costs contained in the invoice will be submitted with each invoice and in such detail

as RTA may require. RTA shall have the right to disapprove specific elements of each invoice. RTA shall provide, in writing, such disapproval to the Consultant within twenty-five (25) working days of invoice submittal. Approval by RTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing shall be paid in accordance with the terms above. Invoices that have been timely received and have not been disapproved by RTA, but which have not been paid within 60 days after the invoice submittal will be assessed a late fee of 5 percent, per annum, calculated on the unpaid balance.

- g. The Consultant shall submit with each Invoice a time sheet showing cost documentation related to the performance of labor services under this Agreement, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of RTA, written or electronic data supporting the labor services shall be made available within a reasonable time during the Term and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all sub-Consultants at any tier utilized in the performance of this Work.

3. Independent Consultant. Consultant acknowledges and agrees that it is an independent Consultant and neither it nor its employees are employees, partners or part of a joint venture with RTA.

4. Licensing. Consultant agrees that it has all of the necessary and appropriate experience and licensing required by law or that is standard in the industry for the nature of the services being rendered. Consultant further agrees to maintain such licensure throughout the term of this Agreement.

5. Insurance. Consultant agrees to maintain: a) occurrence type Commercial General Liability Insurance in the minimum amount of One Million Dollars and No Cents (\$1,000,000) at all times during the Term; b) automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage; and c) Workers' Compensation in the minimum amount of One Million Dollars (\$1,000,000) at all times during the Term, insurance or a waiver conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its sub-Consultants, representatives, or agents as long as they are engaged in the work covered by this Agreement or such sub-Consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance.

6. Ownership of Materials. All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, hereinafter referred to as data and materials developed by the Consultant as a part

of its Work under this Agreement are the property of RTA and upon completion of this Agreement, or upon the termination or cancellation of this Agreement shall be delivered to RTA prior to final payment. All other materials provided to Consultant by RTA to perform this Agreement shall be retained by RTA at completion, termination, or cancellation.

7. Applicable Laws.

- a. Consultant shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to Consultant's operations.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma.

8. Representatives. RTA hereby appoints RTA Interim Executive Director Jason M. Ferbrache as the representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any approvals as may be required by this Agreement. RTA's representative shall assist in monitoring and evaluating this Agreement to completion. Consultant's representative is Kathryn A. Holmes. Consultant shall be responsible to complete the work as described in its response to the RFP and Exhibit A.

9. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the Consultant: Holmes & Associates LLC
ATTN: Kathryn A. Holmes
910 S. Donner Way, Ste. 304
Salt Lake City, Utah 84108
Email: kathryn@holmesassociatesllc.com

If to RTA: Regional Transportation Authority of Central Oklahoma
ATTN: Jason M. Ferbrache
2000 S. May Avenue
Oklahoma City, OK 73108
Email: jason.ferbrache@okc.gov

Either Party may change their address upon written notice to the other Party.

10. Event of Default. The material breach or failure of either party to pay any amount required hereunder or perform any other covenant, condition, agreement or

provision contained herein within ten (10) days after receipt by that party of written notice of such breach or failure shall each constitute an “Event of Default” hereunder. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may, at its option and without any obligation to do so, terminate this Agreement and/or pursue any remedy now or hereafter available under the laws or judicial decisions of the State of Oklahoma.

11. Attorney’s Fees. Each party to this Agreement will bear its own costs, expenses, claims to interest, and attorney’s fees incurred in or arising out of, or in any way connected with the matters which are referenced or covered in this Agreement.

12. Termination.

- a. Without Cause. RTA may terminate this Agreement for any reason or for no reason upon at least sixty (60) days’ prior written notice to Consultant.
- b. For Cause. RTA shall have the right to immediately terminate this Agreement upon notice to Consultant in the event that Consultant: (i) triggers an Event of Default by failing to comply with any of the covenants, representations or warranties set forth in this Agreement or as set forth in the RFP and to cure same within a reasonable period of time; (ii) is convicted of or pleads guilty or no contest to any crime (other than a minor traffic violation) or commits or participates in an injurious act of any person, any act of fraud or dishonesty, or a willful or grossly negligent act that causes or may cause harm to RTA or its business.
- c. If the Agreement is terminated for any reason other than as described in Section 7(b), then RTA shall pay to Consultant in accordance with the final terms and conditions of this Agreement all sums actually due and owing from RTA for all Work performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to affect such suspension or termination.

13. Taxes and Assessments. Consultant shall pay all lawful taxes, assessments, or charges which at any time may be levied any tax or assessment levying body upon its interest in this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.

15. Assignment. This Agreement may not be transferred or assigned by Consultant without the written permission of the RTA, which may be withheld at its sole discretion.
16. Agreement Binding. Consultant covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.
17. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
18. Confidentiality. Consultant acknowledges that during the term of the Agreement and thereafter, it will have access to and become acquainted with confidential information that is valuable, special or a unique asset of RTA or that is a protected record as defined by Oklahoma law ("Confidential Information") which shall be protected from improper disclosure. Consultant agrees that it will not at any time or in any manner either directly or indirectly, use any Confidential Information for his own benefit, or divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of RTA. Consultant agrees to protect the Confidential Information and treat it as strictly confidential. A violation of this clause shall be material breach of this Agreement. If it appears that Consultant has disclosed (or has threatened to disclose) Confidential Information in breach of this Agreement, then RTA shall be entitled to an injunction to restrain it from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed.
19. Waivers. The failure or delay of any party at any time to enforce this Agreement shall not affect such party's right to enforce this Agreement at any other time. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any other circumstance.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. A facsimile signature on this Agreement shall be considered as an original signature.

APPROVED by the Directors and SIGNED by the Chairperson of the Regional Transportation Authority of Central Oklahoma the 15th day of June 2022.

ATTEST:




Mary Melon, Secretary

REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA


Brad Henry, Chairperson

Holmes & Associates LLC


Kathryn A. Holmes, Managing Member

Reviewed for form and legality.

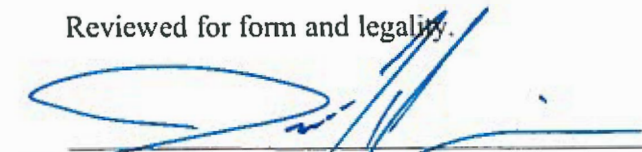

Assistant Municipal Counselor

EXHIBIT A
Scope of Services FY 2023

TASK 1: Project Management		
Task No.	Key Tasks	Notes
1.1	Attend RTA Board Meetings	Monthly for 12-month schedule
1.2	Attend Outreach Committee Meetings	2-3 per month for 12-month schedule
1.3	Weekly check-in meetings with AA consultant for N/S and East lines	Weekly for 12-month schedule
1.4	Weekly check-in meetings with AA consultant for West lines	Weekly for 9-month schedule
1.5	Virtual attendance at up to four technical meetings for each of the N/S and East lines	Total eight meetings for 12-month schedule
1.6	Virtual attendance at up to three technical meetings for each of the West lines	Total six meetings for 9-month schedule
TASK 2: North/South Commuter Rail Financial Assessment		
Task No.	Key Tasks	Notes
2.1	Continue discussions with BNSF regarding potential commuter rail operations	Q1, Q2, Q3, Q4
2.2	Work collaboratively with BNSF to develop an operations plan which accommodates essential freight rail service and reliable, affordable passenger service	Q1, Q2
2.3	Oversee BNSF operations modeling and engineering phase	Q1, Q2
2.4	Oversee maintenance and cost modeling scenarios	Q1, Q2
2.5	Update assumptions regarding commuter operations with likely actual trackage rights and operating scenarios informed by BNSF discussions.	Q1, Q2
2.6	Oversee STOPS Model analysis for ridership forecast	Q2
2.7	Oversee analysis on RTA eligibility and competitiveness to prepare for entry to the FTA CIG program	Q2, Q3, Q4
2.8	Initiation of FTA CIG grant process	Q2, Q3, Q4
2.9	Conduct negotiations with BNSF regarding operations planning and freight and passenger capacity issues	Q3, Q4
2.10	Review concept engineering and	Q3, Q4

	probable cost estimates related to RTA-required facilities – stations, platforms, maintenance/layover facilities	
2.11	Oversee pre-NEPA analysis	Q3, Q4
2.12	Oversee financial assessment with the adoption of an operating plan and identified capacity improvements	Q4
TASK 3: East Corridor Alternatives Analysis Update		
Task No.	Key Tasks	Notes
3.1	Supervise and manage AA Consultant	Q1, Q2, Q3, Q4
3.2	Oversee AA Update with the adoption of LPA on East Corridor	Q1, Q2, Q3, Q4
3.3	Oversee analysis of two selected alignments for further study	Q1, Q2
3.4	Review concept engineering and opinions of probable cost estimates	Q1, Q2, Q3
3.5	Oversee market assessment for station locations	Q1, Q2
3.6	Oversee preparation of detailed cost estimates	Q3
3.7	Review pre-NEPA desktop reviews	Q3
3.8	RTA facilitated meeting to report on Alternatives Analysis Update: Modal recommendation for LPA, station area plans, service plans, scenario development, conceptual engineering, operating costs, ridership evaluation	Q3, Q4
3.9	Attend and assist with meetings with participating cities to brief elected officials and stakeholders about the results of AA and LPA	Q4
3.10	Adopt LPA for mode and station locations for the corridor	Q4
TASK 4: West Corridor and Airport Corridor Alternatives Analysis		
Task No.	Key Tasks	Notes
4.1	Oversee procurement of AA Consultant	Q1
4.2	Supervise and manage AA Consultant	Q2, Q3, Q4
4.3	Oversee Alternatives Analysis with the adoption of LPAs on West and Airport Corridors	Q2, Q3, Q4
4.4	Oversee development of Purpose and Need Statement	Q2
4.5	Establish a set of qualitative (land use,	Q2, Q3

	barriers, etc.) and quantitative (ridership, travel time, cost, etc.) evaluation criteria to guide the analysis based upon the Purpose and Need.	
4.6	Determine and confirm with RTA the initial Universe of Alternatives	Q2, Q3
4.7	Conduct a first-level assessment to screen and identify viable alternatives to further examine. The intent of this step is to eliminate alternatives that do not meet stated goals/objectives and the Purpose and Need Statement.	Q3
4.8	Conduct second-level assessment to refine alternatives. This step of the process will further examine alternatives for fatal flaws, major areas of concern, and overall performance.	Q4
4.9	Identify the benefits and trade-offs for each alternative.	Q4
4.10	Review regional travel model with emphasis on mode choice element	Q4
4.11	Review station selection analysis	Q4
TASK 5: RTA Referendum Planning		
Task No.	Key Tasks	Notes
5.1	Develop an initial staffing plan and budget	Q3, Q4
5.2	Develop information to support public opinion surveys	Q3, Q4
5.3	RTA facilitated meeting to discuss RTA staffing plan, budget, and polling information	Q3, Q4



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property as authorized by 25 O.S. (2021 Supp.) § 307 (B) (3).

Background It is the recommendation that the Chairperson and the Board of Directors retire into executive session to receive confidential consultant reports relating to ongoing negotiations with BNSF.

Recommendation: Enter into executive session.

Jason Ferbrache
Interim Executive Director