



# BOARD OF DIRECTORS MEETING AGENDA

## **REGULAR MEETING** **WEDNESDAY, JUNE 21, 2023** **2:30 P.M.**

**ARTS DISTRICT PARKING GARAGE    LARGE CONFERENCE ROOM**  
431 West Main Street, Suite B    Oklahoma City, OK, 73102

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### **DIRECTORS:**

City of Edmond	James Boggs, Treasurer
City of Edmond	Jim Gebhart
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon, Secretary
City of Oklahoma City	Aaron Curry

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## Regional Transportation Authority of Central Oklahoma

### MEETING INFORMATION

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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](http://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](mailto: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](http://www.rtaok.org)

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**June 21, 2023**  
**2:30 p.m.**  
**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK**  
**REGULAR MEETING**

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1. Call to Order – Brad Henry, RTA Board Chairperson
2. Introduction of Aaron Curry, Newly Appointed RTA Director – Brad Henry, RTA Board Chairperson
3. Roll Call – Brad Henry, RTA Board Chairperson
4. Consider Approval of Minutes
  - A. May 17, 2023 Regional Transportation Authority Meeting
5. Executive Director Reports – Jason Ferbrache, Interim Executive Director
6. Committee Reports – Board of Directors
  - A. Property Acquisition Committee
  - B. Outreach Committee
7. Owner's Representative Report – Kathryn Holmes, Homes & Associates LLC
8. Receive Financial Reports and Ratify and Approve Claims
  - A. Period of May 1, 2023 through May 31, 2023
9. Consider a Resolution authorizing and directing the Executive Director, Interim Executive Director, or designee to pay AlphaVu \$111,004, the difference in cost between tier 3 and tier 2 services, in accordance with the terms of the Central Oklahoma Transportation and Parking Authority (COTPA) contract with AlphaVu; and administrate and use the services available under the COTPA-AlphaVu contract on behalf of and for the benefit of the Regional Transportation Authority of Central Oklahoma (RTA), or as otherwise instructed by the RTA, in accordance with the terms of said contract.
10. Consider a Resolution authorizing the Executive Director, Interim Executive Director, or designee to file an application with the Federal Transit Administration ("FTA"), to become a direct recipient of federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, to file annual certifications and assurances, and to execute grants and cooperative agreements with the FTA.

11. Consider approving an Interlocal Cooperative Agreement with the City of Oklahoma City for planning services in and around the Santa Fe Station in Oklahoma City, cost not to exceed \$90,000.
12. Consider a Resolution waiving consultant selection procedures for RTA 23-002, Financial Planning Consulting Services; and authorizing the Interim Executive Director to negotiate a contract with PFM Financial Advisors LLC.
13. Consider approving Task Order No. 4 for the Professional Services Agreement with Kimley-Horn and Associates, Inc., cost not to exceed \$724,638; and authorizing Notice to Proceed for Task Order 4.
14. Project Update: Alternative Analysis Update – Liz Scanlon, Kimley-Horn
15. Consider a Resolution approving the Locally Preferred Alternatives for the North-South Corridor and the East Corridor.
16. Project Update: Economic Development and Equity Inclusion Project – Liz Scanlon, Kimley-Horn
17. Public Comments – Brad Henry, RTA Board Chairperson
18. 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)
19. 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.
20. Adjournment



# BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:35 p.m. on Wednesday, May 17, 2023 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on May 15, 2023 at 8:28 a.m.

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## **RTA Board of Directors Present**

Brad Henry, Chairperson  
Marion Hutchison, Vice Chairperson  
Chuck Thompson, Director  
James Boggs, Treasurer  
Jim Gebhart, Director

## **Entity**

City of Oklahoma City  
City of Norman  
City of Norman  
City of Edmond  
City of Edmond

## **RTA Board of Directors Absent**

Mary Mélon, Secretary

City of Oklahoma City

## **Administrative Support Staff Present**

Suzanne Wickenkamp, RTA Admin Support  
Josh Minner, Legal Counsel  
Christina Hankins, RTA Admin Support

## **Guests Present**

Amy Parker, OKC Finance  
Linsey Nunn, OKC Finance  
Christopher Hurtt, OKC Finance  
Scott Young, Jacobs Engineering  
Kate Blackburn, HNTB  
Hannah Nolen, ACOG  
Randy Entz, City of Edmond

Justin Henry, OKC Planning  
Steve Lackmeyer, The Oklahoman  
Trent Elmore, Resident  
Sasha McCrone, OKC Planning  
DeShawn Heurd, Hayz  
Taylor Johnson, City of Norman  
Chelsea Banks, Uptown OKC  
Larry Hopper, Oklahoma APT

## **Consultants Present**

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



# BOARD OF DIRECTORS MEETING MINUTES

**May 17, 2023**

**2:30 p.m.**

**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK  
REGULAR MEETING**

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1. Call to Order – 2:35 p.m.

Chairperson Henry called the meeting to order at 2:35 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

**QUORUM PRESENT: Boggs, Gebhart, Hutchison, Thompson, and Henry. ABSENT: Mélon.**

3. Consider Approval of Minutes

A. January 18, 2023 Regional Transportation Authority Meeting

**APPROVED: Moved by Thompson, seconded by Gebhart. AYES: Gebhart, Hutchison, Thompson, and Henry. ABSTAINED: Boggs. NAYS: None.**

B. April 19, 2023 Regional Transportation Authority Meeting

**APPROVED: Moved by Thompson, seconded by Gebhart. AYES: Gebhart, Hutchison, Thompson, and Henry. ABSTAINED: Boggs. NAYS: None.**

4. Executive Director Reports – Suzanne Wickenkamp

Suzanne Wickenkamp, RTA Admin Support, stated that last month the Board approved the D&O Insurance item and it is now in place. Staff has distributed the Conflict of Interest forms that are required to be signed annually. A new Director for the City of Oklahoma City has been selected and is expected to attend next month's meeting after the Oklahoma City Council approves the appointment. At the Board's next meeting, staff will be on hand to take photos of our new Directors, and those Directors that would like to take a new picture are welcome to do so.

5. Committee Reports – Board of Directors

A. Property Acquisition Committee

Director Hutchison stated that the Property Acquisition Committee has not met.

B. Outreach Committee

Kathryn Holmes stated that the Outreach Committee did not meet this month.

6. Owner's Representative Report – Kathryn Holmes, Homes & Associates LLC

Kathryn Holmes stated that she and Interim Executive Director Ferbrache attended an Edmond City Council Workshop. There were a lot of good questions and engagement. Kathryn Holmes stated she is busy working on a packet of documents that will be submitted to the Board for review and approval, also reviewed by Region 6, and finally submitted to the FTA to allow the RTA to be a direct recipient of FTA funds.

7. Receive Financial Reports and Ratify and Approve Claims

A. Period of April 1, 2023 through April 30, 2023

**RECEIVED, RATIFIED, and APPROVED: Moved by Hutchison, seconded by Thompson. AYES: Boggs, Gebhart, Hutchison, Thompson, and Henry. NAYS: None.**

8. Fiscal Year 2024 Budget

a. Public Hearing; and

*Public hearing opened at 3:04 p.m.*

Chelsea Banks, Uptown OKC, asked if there is anything unusual or concerning about the budget.

Chairperson Henry stated that the budget is straightforward and simplistic. Most of the budget consists of the expenses of the consultants and the studies they have performed.

Suzanne Wickenkamp stated that the year-end forecast in Item 7 ties directly to our budget and has historically been under budget.

Larry Hopper, Oklahoma Alliance for Public Transportation, asked what the total budget is.

Suzanne Wickenkamp answered that the operating budget is \$2,659,322 and the grant budget is \$1,114,000.

*Public hearing closed at 3:10 p.m.*

b. Consider a Resolution adopting the Fiscal Year 2024 Budget; and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.

**ADOPTED: Moved by Boggs, seconded by Thompson. AYES: Boggs, Gebhart, Hutchison, Thompson, and Henry. NAYS: None.**



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

Liz Scanlon, Kimley-Horn, gave a PowerPoint presentation that included updates on the East Corridor and the North/South Corridors, and the Locally Preferred Alternative engagement campaign and next steps.

10. Public Comments – Brad Henry, RTA Board Chairperson

Larry Hopper, Oklahoma Alliance for Public Transportation, stated that the RTA should be prepared to have a defined progressive discipline program in place. The other thing is that more consideration should be given to the East Corridor because it is difficult for those coming from southwest Oklahoma City.

Kathryn Holmes stated that it is very common and expected to reorient as needed.

11. New Business – Brad Henry, RTA Board Chairperson

None.

12. Adjournment – 4:07 p.m.

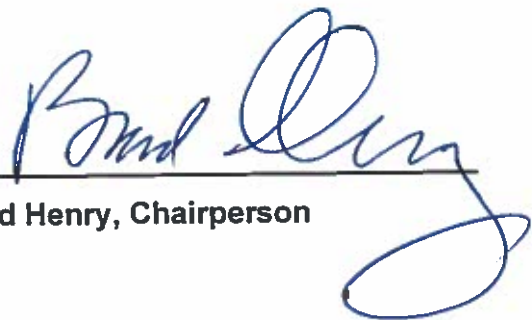
**ADJOURNED: Moved by Boggs, seconded by Hutchison. AYES: Boggs, Gebhart, Hutchison, Thompson, and Henry. NAYS: None.**

**APPROVED** by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **21st** day of **June 2023**.

**ATTEST:**



Mary Melon, Secretary



Brad Henry, Chairperson

# Regional Transportation Authority of Central Oklahoma

## FY2023 Year End Forecast

Presented June 21, 2023

Prepared by RTA Support Team (unaudited)

### OPERATIONS

Sources	YTD Actuals	FY23		
	Jul-Jun	Budget	Variance	Variance %
Local Contributions	\$1,289,032	\$1,409,753	-\$120,721	
<b>Total Operations Revenues</b>	<b>\$1,289,032</b>	<b>\$1,409,753</b>	<b>-\$120,721</b>	<b>-9%</b>

### Expenditures

	YTD Actuals	FY23		
	Jul-Jun	Budget	Variance	Variance %
Contracts and Services				
Professional Services - COTPA Administration	\$27,460	\$27,460	\$0	
Professional Services - Holmes & Associates	\$356,058	\$444,900	\$88,842	
Professional Services - Kimley Horn <sup>(1)</sup>	\$1,174,554	\$1,121,110	-\$53,444	
Transfer to Grant Activity for Local Grant Match <sup>(2)</sup>	\$7,879	\$200,000	\$192,121	
BNSF Study Fee	\$0	\$250,000	\$250,000	
Professional Services-Legal	\$0	\$9,000	\$9,000	
Independent Financial Audit	\$9,000	\$15,000	\$6,000	
Website Hosting Fee	\$807	\$2,500	\$1,693	
Branding	\$150	\$10,000	\$9,850	
Conference/Training	\$1,690	\$7,850	\$6,160	
Directors & Officer Liability Insurance	\$3,512	\$3,500	-\$12	
Advertising/Public Notice	\$180	\$1,000	\$820	
Printing & Binding	\$380	\$20	-\$360	
Postage	\$0	\$100	\$100	
Mileage	\$0	\$20	\$20	
Parking	\$98	\$50	-\$48	
Travel	\$4,039	\$20,000	\$15,961	
Polling Services	\$0	\$26,000	\$26,000	
Other Services & Fees	\$20	\$300	\$280	
<b>Total Contracts and Services</b>	<b>\$1,585,827</b>	<b>\$2,138,810</b>	<b>\$552,983</b>	<b>26%</b>
Equipment and Supplies				
Office Supplies	\$36	\$320	\$284	
Food	\$238	\$1,000	\$762	
Other Supplies	\$13	\$200	\$187	
<b>Total Equipment and Supplies</b>	<b>\$286</b>	<b>\$1,520</b>	<b>\$1,234</b>	<b>81%</b>
<b>Total Operations Expenditures</b>	<b>\$1,586,113</b>	<b>\$2,140,330</b>	<b>\$554,217</b>	<b>26%</b>

(1) This reflects estimated expenses from two invoices carried over from FY22 plus 10 months of projected expenditures for Kimley Horn's Year 3 contract.

(2) This is the 33% local match required for the RAISE grant based on estimated consultant cost.

### GRANT ACTIVITY

Sources	YTD Actuals	FY23		
	Jul-Jun	Budget	Variance	Variance %
Federal Grant <sup>(3)</sup>	\$0	\$400,000	\$400,000	
Transfer from Operations for Local Grant Match <sup>(4)</sup>	\$7,879	\$200,000	\$192,121	
<b>Total Grant Revenues</b>	<b>\$7,879</b>	<b>\$600,000</b>	<b>\$592,121</b>	<b>99%</b>

### Expenditures

	YTD Actuals	FY23		
	Jul-Jun	Budget	Variance	Variance %
Contracts and Services				
Professional Services - RAISE Grant Consultant Fees	\$20,485	\$600,000	\$579,515	
<b>Total Grant Expenditures</b>	<b>\$20,485</b>	<b>\$600,000</b>	<b>\$579,515</b>	<b>97%</b>

(3) This revenue is reimbursement from COTPA for 62% of consultant fees for the RAISE grant funded study.

(4) This revenue is the 38% RTA local match for the RAISE grant funded consultant fees.

<b>FY23 Beginning Cash Balance</b>	\$1,219,729
<b>FY23 Ending Cash Balance</b>	\$922,648

# Regional Transportation Authority of Central Oklahoma FY2024 Year End Forecast

Presented June 21, 2023

Prepared by RTA Support Team (unaudited)

## OPERATIONS

Sources	Total YE	FY24		
	Forecast	Budget	Variance	Variance %
Local Contributions	\$2,462,616	\$2,462,616	\$0	
<b>Total Operations Revenues</b>	<b>\$2,462,616</b>	<b>\$2,462,616</b>	<b>\$0</b>	<b>0%</b>

## Expenditures

Contracts and Services	Est. Remaining	FY24		
	Forecast	Budget	Variance	Variance %
Professional Services - COTPA Administration	\$29,382	\$29,382	\$0	
Professional Services - Holmes & Associates	\$600,000	\$600,000	\$0	
Professional Services - Kimley Horn <sup>(1)</sup>	\$724,638	\$724,638	\$0	
Professional Services - On-Call Engineering Consultant	\$100,000	\$100,000	\$0	
Transfer to Grant Activity for Local Grant Match <sup>(2)</sup>	\$428,462	\$428,462	\$0	
BNSF Study Fee	\$500,000	\$500,000	\$0	
Professional Services-Legal	\$9,000	\$9,000	\$0	
Financial Planning	\$100,000	\$100,000	\$0	
Independent Financial Audit	\$9,300	\$9,300	\$0	
Website Hosting Fee	\$2,500	\$2,500	\$0	
Branding	\$10,000	\$10,000	\$0	
Conference/Training	\$7,850	\$7,850	\$0	
Directors & Officer Liability Insurance	\$3,500	\$3,500	\$0	
Advertising/Public Notice	\$1,000	\$1,000	\$0	
Printing & Binding	\$500	\$500	\$0	
Postage	\$100	\$100	\$0	
Mileage	\$20	\$20	\$0	
Parking	\$250	\$250	\$0	
Travel	\$20,000	\$20,000	\$0	
Market Research Services	\$111,000	\$111,000	\$0	
Other Services & Fees	\$300	\$300	\$0	
<b>Total Contracts and Services</b>	<b>\$2,657,802</b>	<b>\$2,657,802</b>	<b>\$0</b>	<b>0%</b>
Equipment and Supplies				
Office Supplies	\$320	\$320	\$0	
Food	\$1,000	\$1,000	\$0	
Other Supplies	\$200	\$200	\$0	
<b>Total Equipment and Supplies</b>	<b>\$1,520</b>	<b>\$1,520</b>	<b>\$0</b>	<b>0%</b>
<b>Total Operations Expenditures</b>	<b>\$2,659,322</b>	<b>\$2,659,322</b>	<b>\$0</b>	<b>0%</b>

(1) This reflects estimated expenses from two invoices carried over from FY23 plus 10 months of projected expenditures for Kimley Horn's Year 4 contract.

(2) This is the 38% local match required for the RAISE grant based on estimated consultant cost.

## GRANT ACTIVITY

Sources	Est. Remaining	FY24		
	Forecast	Budget	Variance	Variance %
Federal Grant <sup>(3)</sup>	\$685,538	\$685,538	\$0	
Transfer from Operations for Local Grant Match <sup>(4)</sup>	\$428,462	\$428,462	\$0	
<b>Total Grant Revenues</b>	<b>\$1,114,000</b>	<b>\$1,114,000</b>	<b>\$0</b>	<b>0%</b>

## Expenditures

Contracts and Services	Est. Remaining	FY24		
	Forecast	Budget	Variance	Variance %
Professional Services - RAISE Grant Consultant Fees	\$1,114,000	\$1,114,000	\$0	
<b>Total Grant Expenditures</b>	<b>\$1,114,000</b>	<b>\$1,114,000</b>	<b>\$0</b>	<b>0%</b>

(3) This revenue is reimbursement from COTPA for 62% of consultant fees for the RAISE grant study.

(4) This revenue is the 38% RTA local match for RAISE grant consultant fees.

<b>FY24 Beginning Cash Balance</b>	\$922,648
<b>FY24 Ending Cash Balance (Forecast)</b>	\$725,942

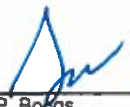
**Regional Transportation Authority of Central Oklahoma  
Payment Claims**

**Period: 5/01/2023 to 5/31/2023**

Date	Vendor	Description	Invoice No.	Cost	Total
5/30/2023	Holmes & Associates LLC	Consultant Fees - Labor	623 1	\$ 36,797.50	
		Cost Reimbursement RTA	623 1	\$ 3,605.72	
		Reimbursement for Meal with FTA	623 2	\$ 237.69	
					\$ 40,640.91
4/30/2023	Kimley-Horn	<u>AA Update</u>			
		Task 1 - Project Management	24937507	\$ 11,347.50	
		Task 2 - Public Engagement	24937507	\$ 5,780.00	
		Task 3 - Prior Studies Assess	24937507	\$ -	
		Task 4 - AA Process	24937507	\$ 17,202.50	
		Task 5 - Station Area/Land Use Analysis	24937507	\$ -	
		Task 6 - Rail Ops Planning	24937507	\$ 28,215.67	
		Task 7 - Travel/Rider Forecast	24937507	\$ 33,428.60	
		Task 8 - FTA Cap Grant	24937507	\$ -	
		NEPA Dpcumentation	24937507	\$ -	
		Expenses	24937507	\$ 10,408.10	
					\$ 106,382.37
4/30/2023	Kimley-Horn	<u>EDEI Project</u>			
		Project Management	196742000-0423	\$ 4,305.00	
		Project Participation	196742000-0423	\$ 4,440.00	
		Alternatives Analysis	196742000-0423	\$ 11,740.00	
					\$ 20,485.00
5/1/2023	PCI Municipal Services	Parking Fees - March 2023	2427277	\$ 15.00	
		Parking Fees - April 2023	2427278	\$ 8.00	
		Parking Fees - May 2023	161741	\$ 10.00	
					\$ 33.00
6/12/2023	COTPA	Admin Services Fee	23-111	\$ 2,292.00	
		Reimbursement for Printing	23-111	\$ 19.00	
					\$ 2,311.00
<b>Total Claims</b>					<b>\$ 169,852.28</b>

APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 21st day of June 2023.

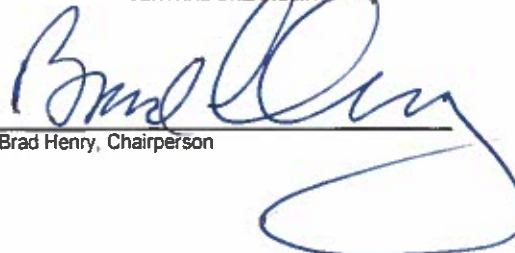
TREASURER:

  
James P. Boggs

ATTEST:

  
Mary Melon, Secretary

REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA

  
Brad Henry, Chairperson



# 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 #623.1

May 30, 2023

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- 5/30/2023	KAH	RTA - TIME: Time billed by K Holmes for the period 5/01/2023 to 5/30/2023	75.75	410.00	\$31,057.50
5/01- 5/30/2023	KAH	RTA - TIME: Travel time billed by K Holmes for the period 5/01/2023 to 5/30/2023	28.00	205.00	\$5,740.00
5/01- 5/30/2023	KAH	RTA - COSTS: Total costs incurred by KAH			\$3,605.72

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

**Invoice Balance Due**

**\$40,403.22**



# 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 #623.2

May 30, 2023

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	Bill	Description	Hours/Qty	Rate	Amount
5/01- 5/30/2023	KAH	RTA - COSTS: Total costs incurred by KAH (FTA)			\$237.69

We appreciate your business. Please  
make checks payable to "Holmes &  
Associates LLC." Thank you.

**Invoice Balance Due**

\$237.69

**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 847385  
 LOS ANGELES, CA 90084-7385

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

Invoice No: 24937507  
 Invoice Date: Apr 30, 2023  
 Invoice Amount: \$106,382.37  
  
 Project No: 197385001.B  
 Project Name: OKC RTA AA NEPA STUDY  
 Project Manager: SCANLON, LIZ  
  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through Apr 30, 2023

**COST PLUS MAX**

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	130,642.00	99.86%	130,462.50	119,115.00	11,347.50
TASK 2: PUBLIC ENGAGEMENT	143,833.00	98.23%	141,280.00	135,500.00	5,780.00
TASK 4: ALTERNATIVES ANALYSIS - EAST CORRIDOR	256,905.00	99.96%	256,807.50	239,605.00	17,202.50
TASK 5: STATION ARE AND LAND USE ANALYSIS	85,110.00	99.96%	85,072.50	85,072.50	0.00
TASK 6: RAIL OPERATIONS PLANNING - NORTH/SOUTH CORRIDOR	193,632.00	56.86%	110,090.70	81,875.03	28,215.67
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	216,839.00	73.35%	159,059.70	125,631.10	33,428.60
TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	8,668.00	15.66%	1,357.50	1,357.50	0.00
TASK 9: NEPA DOCUMENTATION	20,233.00	0.00%	0.00	0.00	0.00
KHA EXPENSES	43,200.00	65.93%	28,483.47	18,075.37	10,408.10
<b>Subtotal</b>	<b>1,099,062.00</b>	<b>83.04%</b>	<b>912,613.87</b>	<b>806,231.50</b>	<b>106,382.37</b>
<b>Total COST PLUS MAX</b>					<b>106,382.37</b>

**Total Invoice: \$106,382.37**

**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: 196742000-0423  
 Invoice Date: Apr 30, 2023  
 Invoice Amount: \$20,485.00

Project No: 196742000  
 Project Name: RTA - WEST AND AIRPORT AA  
 Project Manager: SCANLON, LIZ

Federal Tax Id: 56-0885615  
 For Services Rendered through Apr 30, 2023

Client Reference:

**COST PLUS MAX**

KHA Ref # 196742000.3-24936686

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	94,048.36	4,305.00	0.00	4,305.00
PUBLIC PARTICIPATION	113,677.81	4,440.00	0.00	4,440.00
ALTERNATIVES ANALYSIS	949,434.30	11,740.00	0.00	11,740.00
<b>Subtotal</b>	<b>1,157,160.47</b>	<b>20,485.00</b>	<b>0.00</b>	<b>20,485.00</b>
<b>Total COST PLUS MAX</b>				<b>20,485.00</b>

**Total Invoice: \$20,485.00**



Account 127340 RTA (TE)  
Invoice 2427277 Total Due: \$15.00  
Invoice Date 4/1/2023  
Printed on 5/13/2023

Description of Billing

March Validations: 4 Vals @ \$3.75

Charges

Parking \$15.00

Total Charges \$15.00

Please detach and return this stub with your payment

Account 127340  
Location 64-103V Art District  
Invoice 2427277 4/1/2023  
Total Due \$15.00

RTA (TE)  
2000 S MAY  
OKC OK 73108

Remit To: Amount Enclosed \_\_\_\_\_  
C.O.T.P.A.-ARTS DISTRICT VALIDATIONS  
C/O PCI MUNICIPAL SERVICES  
P.O. BOX 2404  
OKLAHOMA CITY, OK 73101

Account 127340 RTA (TE)  
Invoice 2427278 Total Due: \$8.00  
Invoice Date 5/1/2023  
Printed on 5/13/2023

Description of Billing

April Validations: 3 Vals @ \$2.66 (TE /2)

Charges

Parking \$8.00

Total Charges \$8.00

Please detach and return this stub with your payment

Account 127340  
Location 64-103V Art District  
Invoice 2427278 5/1/2023  
Total Due \$8.00

RTA (TE)  
2000 S MAY  
OKC OK 73108

Remit To: Amount Enclosed \_\_\_\_\_  
C.O.T.P.A.-ARTS DISTRICT VALIDATIONS  
C/O PCI MUNICIPAL SERVICES  
P.O. BOX 2404  
OKLAHOMA CITY, OK 73101



**Arts District Garage**  
431 W Main Street  
Oklahoma City, OK 73102  
405-297-2529

INVOICE #: **161741**  
Reference ID: **Tax Exempt**  
Invoice Date: **06/12/2023**  
Due Date: **06/12/2023**

**Invoice To:**  
RTA (TE)  
christina.hankins@okc.gov  
405-297-2484  
2000 S MAY  
OKLAHOMA CITY, OK 73108

**Invoice Details**  
Total Due:\$10.00  
Location: Arts District Garage  
Status: sent

**Mailing Address**

Item	Rate	Qty	Total
May Validations	\$2.50	4	\$10.00

*Subtotal:* 10.00  
**Total:** **\$10.00**

**Note:** Please make checks payable to COPTA. If you have any question about your invoice, please contact Charli Wrench via email at [cwrench@municipalparking.com](mailto:cwrench@municipalparking.com) or by phone at 405-297-2529



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**

**Invoice #: 2023-111**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 6/12/23

**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - May 2023	1	\$2,292.00		\$2,292.00
2	Reimbursement for Printing - May 2023	1	\$19.00		\$19.00
<b>NOTES: RTA PO # 2023-003</b>				Invoice Subtotal	<b>\$2,311.00</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$2,311.00</b>



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution authorizing and directing the Executive Director, Interim Executive Director, or designee to pay AlphaVu \$111,004, the difference in cost between tier 3 and tier 2 services, in accordance with the terms of the Central Oklahoma Transportation and Parking Authority (COTPA) contract with AlphaVu; and administrate and use the services available under the COTPA-AlphaVu contract on behalf of and for the benefit of the Regional Transportation Authority of Central Oklahoma (RTA), or as otherwise instructed by the RTA, in accordance with the terms of said contract.

**Background** The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA.

The Central Oklahoma Transportation and Parking Authority ("COTPA") is an Oklahoma public trust created pursuant to the authority of Title 60 O.S. § 176 et seq. for purposes of planning, financing, developing, maintaining, and operating public transportation systems within or without the territorial boundaries of The City of Oklahoma City, among other things

COTPA has a contract with AlphaVU to conduct transit research and examine and evaluate public opinion related to public transportation services. The contract authorizes The City of Oklahoma City, and any public trust which the beneficiary is the City of Oklahoma City, and the RTA to avail itself of services from the contract.

The RTA desires to avail itself of the services from the COTPA-AlphaVu Contract for purposes of conducting transit research and examining and evaluating public opinion related to public transportation services. The RTA also desires to upgrade available services under the COTPA-AlphaVu Contract from Tier 2 to Tier 3 so that it may have AlphaVu's full spectrum of services available to assist with considerations related to a RTA referendum. The cost of the upgrade is \$111,004.

This resolution authorizes and directs the Executive Director, Interim Executive Director, or designee to pay AlphaVu \$111,004, the difference in cost between Tier 3 and Tier 2 services, in accordance with the terms of the COTPA-AlphaVu contract; and administrate and use the services available under the COTPA-AlphaVu contract on behalf of and for the benefit of the RTA, or as otherwise instructed by the RTA, in accordance with the terms of said contract.

Recommendation: Resolution be adopted.



Jason Ferbrache  
Interim Executive Director

**RESOLUTION NO. 23-007**

**RESOLUTION AUTHORIZING AND DIRECTING THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA (RTA) EXECUTIVE DIRECTOR TO PAY ALPHAVU \$111,004, THE DIFFERENCE IN COST BETWEEN TIER 3 AND TIER 2 SERVICES, IN ACCORDANCE WITH THE TERMS OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) CONTRACT WITH ALPHAVU; AND ADMINISTER AND USE THE SERVICES AVAILABLE UNDER THE COTPA-ALPHAVU CONTRACT ON BEHALF OF AND FOR THE BENEFIT OF THE RTA, OR AS OTHERWISE INSTRUCTED BY THE RTA, IN ACCORDANCE WITH THE TERMS OF SAID CONTRACT.**

**WHEREAS**, the Regional Transportation Authority of Central Oklahoma (“RTA”) is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

**WHEREAS**, the Central Oklahoma Transportation and Parking Authority (“COTPA”) is an Oklahoma public trust created pursuant to the authority of Title 60 O.S. § 176 et seq. for purposes of planning, financing, developing, maintaining, and operating public transportation systems within or without the territorial boundaries of The City of Oklahoma City, among other things; and

**WHEREAS**, on April 8, 2020, COTPA published a request for qualifications (RFQ) seeking a professional services contract to conduct transit research and examine and evaluate public opinion related to public transportation services; and

**WHEREAS**, thereafter COTPA received responses to its RFQ, evaluated the responses, recommended awarding the contract to and ultimately negotiated a contract with AlphaVu, LLC, (hereinafter “COTPA-AlphaVu Contract”); and

**WHEREAS**, the COTPA-AlphaVu Contract became effective on January 1, 2021, was effective for an initial term through June 30, 2021, is renewable for five additional one-year terms at the sole option of and upon written notification from COTPA, and has been renewed by COTPA three times, the most recent one-year renewal becoming effective July 1, 2023 and remaining effective through June 30, 2024; and

**WHEREAS**, the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001 et seq. permits local governmental units to make the most efficient use of their powers for mutual advantage; and

**WHEREAS**, the COTPA-AlphaVu Contract authorizes The City of Oklahoma City, any public trust of which the beneficiary is the City of Oklahoma City, and the RTA to avail itself of services from the contract; and

**WHEREAS,** the RTA desires to avail itself of the services from the COTPA-AlphaVu Contract for purposes of conducting transit research and examining and evaluating public opinion related to public transportation services; and

**WHEREAS,** the RTA desires to upgrade available services under the COTPA-AlphaVu Contract from Tier 2 to Tier 3 so that it may have AlphaVu's full spectrum of services available to assist with considerations related to a RTA referendum; and

**WHEREAS,** the RTA desires to pay to AlphaVu the difference in cost between Tier 3 and Tier 2 services; and

**WHEREAS,** this arrangement benefits the RTA by saving the cost of Tier 1 and Tier 2 services, were it to independently contract with AlphaVu; and

**WHEREAS,** this arrangement benefits COTPA by providing the benefit of upgraded available services, without paying the cost of Tier 3 services; and

**WHEREAS,** given COTPA and the RTA's substantially overlapping purposes, any services performed by one party would also provide valuable information and benefit to the other party; and

**WHEREAS,** the most recent renewal of the COTPA-AlphaVu Contract was accompanied with an amendment that upgraded available services from Tier 2 to Tier 3, thereby making the upgraded services available not just to COTPA, but the RTA as well, to be effective July 1, 2023; and

**WHEREAS,** the RTA desires to authorize and direct the RTA Executive Director, Interim Executive Director, or designee, to pay AlphaVu \$111,004, the difference in cost between Tier 3 and Tier 2 services; and

**WHEREAS,** the RTA desires to authorize and direct the RTA Executive Director, Interim Executive Director, or designee, to administrate and use the services available under the COTPA-AlphaVu Contract on behalf of and for the benefit of the RTA in accordance with the terms of the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize and direct the Executive Director, Interim Executive Director, or designee, to:

1. Pay AlphaVu \$111,004, the difference in cost between Tier 3 and Tier 2 services, in accordance with the terms of the COTPA-AlphaVu Contract; and
2. Administrate and use the services available under the COTPA-AlphaVu Contract on behalf of and for the benefit of the RTA, or as otherwise instructed by the RTA, in accordance with the terms of said contract.

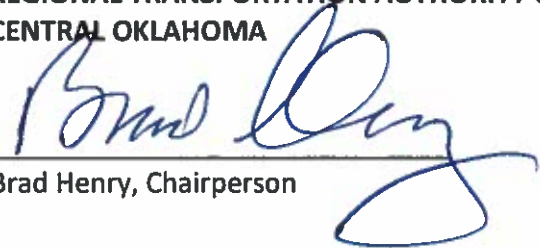
**ADOPTED** by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this **21st** day of **June 2023**.

**ATTEST:**

  
Mary Melon, Secretary



**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

**REVIEWED** for form and legality.

  
Joshua Minner  
Assistant Municipal Counselor



## ACKNOWLEDGMENT

I, Scott Wilkinson, CEO of AlphaVu, LLC (AlphaVu), have the authority to bind AlphaVu, and acknowledge the following:

1. AlphaVu entered into an agreement with the Central Oklahoma Transportation and Parking Authority ("COTPA"), an Oklahoma public trust, to conduct transit research and examine and evaluate public opinion related to public transportation services (hereinafter "Agreement"); and
2. The Agreement was signed by the last party on November 6, 2020, became effective January 1, 2021, was effective for an initial term through June 30, 2021, is renewable for five additional one-year terms at the sole option of and upon written notification from COTPA, and has been renewed by COTPA three times, the most recent one-year renewal becoming effective July 1, 2023, and remaining effective through June 30, 2024; and
3. The most recent renewal of the Agreement was accompanied with an amendment that:
  - a. Authorized the Regional Transportation Authority of Central Oklahoma ("RTA"), an Oklahoma regional transit authority and public trust, to avail itself of services from the Agreement; and
  - b. Upgraded available services from Tier 2 to Tier 3; and
4. Effective from July 1, 2023, through June 30, 2024, both the RTA and COTPA are able to fully avail themselves of Tier 3 services during that term in accordance with the terms of the Agreement; and
5. For the above-referenced Agreement term, and otherwise in accordance with the terms of the Agreement, Alpha Vu will:
  - a. Bill COTPA and RTA separately so that:
    - i. COTPA is responsible for paying for Tier 1 and Tier 2 service; and
    - ii. RTA is responsible for paying the difference between Tier 3 and Tier 2 service; and
  - b. Accept payment from COTPA and RTA separately for their respective shares; and



6. Any notice or communication to the RTA shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices to be made to the RTA will be sent to the addresses set forth below or to such other address or person as the RTA may designate by notice to AlphaVu:

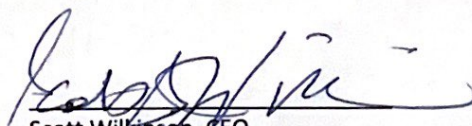
Regional Transportation Authority of Central Oklahoma  
Jason Ferbrache, Interim Director  
2000 S May Ave  
Oklahoma City, OK 73108  
Telephone: (405) 297-2345  
Email: jason.ferbrache@okc.gov

and

Holmes & Associates LLC  
Kathryn Holmes, Owner's Representative  
P.O. Box 526057  
Salt Lake City, UT 84152  
Email: kathryn@holmesassociatesllc.com

7. I intend all promises in this acknowledgment to be valid and legally enforceable.

Dated this 14 day of June, 2023.

  
Scott Wilkinson, CEO  
AlphaVu, LLC

State of Washington DC )

SS:

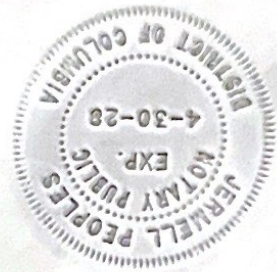
County of District of Columbia

This instrument was acknowledged before me on this 14 day of June, 2023, by Scott Wilkinson.

[Signature]  
Notary

N/A  
Commission Number

My Commission Expires April 30, 2028  
Commission Expiration





TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution authorizing the Executive Director, Interim Executive Director, or designee to file an application with the Federal Transit Administration ("FTA"), to become a direct recipient of federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, to file annual certifications and assurances, and to execute grants and cooperative agreements with the FTA.

**Background** The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA.

The FTA Administrator has been delegated the authority to award federal financial assistance for transportation projects. For the RTA to be considered for such assistance, it would need to file an application to become a direct recipient. If a project is approved, the RTA would be responsible for financing a local share of the project cost. The RTA would also be responsible for providing annual certifications and assurances to the FTA.

This resolution grants the Executive Director, Interim Executive Director, or designee to execute and file an application on behalf of the RTA with the FTA to become a direct recipient of federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the FTA; execute and file annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreement; and execute grants and cooperative agreements with the FTA on behalf of the RTA as directed by the RTA.

Recommendation: Resolution be adopted.

Jason Ferbrache  
Interim Executive Director



**RESOLUTION NO. 23-006**

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA AUTHORIZING THE EXECUTIVE DIRECTOR TO FILE AN  
APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION ("FTA"), TO  
BECOME A DIRECT RECIPIENT FOR FEDERAL ASSISTANCE AUTHORIZED BY 49  
U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, TO FILE ANNUAL  
CERTIFICATIONS AND ASSURANCES, AND TO EXECUTE GRANTS AND  
COOPERATIVE AGREEMENTS WITH THE FTA.**

**WHEREAS**, the Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

**WHEREAS**, the Federal Transit Administrator has been delegated authority to award federal financial assistance for transportation projects; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

**WHEREAS**, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

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

1. Execute and file an application on behalf of the RTA with the Federal Transit Administration ("FTA") to become a direct recipient of federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the FTA; and
2. Execute and file annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreement; and
3. Execute grants and cooperative agreements with the FTA on behalf of the RTA as directed by the RTA.

**ADOPTED** by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 21st day of June 2023.

**ATTEST:**

  
Mary Melon, Secretary



**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

REVIEWED for form and legality.

  
Joshua Minner  
Assistant Municipal Counselor



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving an Interlocal Cooperative Agreement with the City of Oklahoma City for planning services in and around the Santa Fe Station in Oklahoma City, cost not to exceed \$90,000.

**Background** On July 15, 2020, the Regional Transportation Authority of Central Oklahoma (RTA) approved a contract with Kimley-Horn to develop a Regional Fixed-Guideway System Plan, conduct an alternatives analysis, adopt locally preferred alternatives, and assess land use and transportation technical analysis, to include, but not be limited to, project management, public involvement, engineering, preparing opinions of probable costs, service development planning, land use, and station area planning, and travel demand and ridership modeling.

The RTA desires to have Kimley-Horn perform planning services in and around the Santa Fe Station in Oklahoma City pursuant to the Kimley-Horn Contract in furtherance of the development of a Regional Fixed-Guideway System Plan.

The City of Oklahoma City (City) also benefits from having and desires to have said planning services incorporate performed.

Based upon good and valuable consideration, the City and the RTA desire to enter into this Interlocal Cooperative Agreement to have the desired planning services performed under Kimley-Horn's contract. Under the agreement, the City agrees to pay the RTA for the actual costs and expenses of the services, less \$15,000, which will be paid by the RTA; provided in no event will the City's payment amount exceed \$75,000.

Recommendation: Approve Interlocal Cooperative Agreement.

Reviewed by:

Jason Ferbrache  
Interim Executive Director

## **INTERLOCAL COOPERATIVE AGREEMENT**

This Interlocal Cooperative Agreement (“Agreement”) is entered into by and between the City of Oklahoma City (“City”), and the Regional Transportation Authority of Central Oklahoma, a public trust organized under the laws of the State of Oklahoma (“RTA”), each a “Party” and collectively the “Parties,” pursuant to the Interlocal Cooperation Act, 74 O.S. § 1001 et seq.

### **RECITALS**

WHEREAS, the RTA is a multi-beneficiary public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA, with the City, Edmond, and Norman as beneficiaries; and

WHEREAS, on May 4, 2020, the RTA published a request for qualifications (RFQ) seeking a professional services contract to develop a Regional Fixed-Guideway System Plan, conduct an alternatives analysis, adopt locally preferred alternatives, and assess land use and transportation technical analysis, to include, but not be limited to, project management, public involvement, engineering, preparing opinions of probable costs, service development planning, land use and station area planning, and travel demand and ridership modeling; and

WHEREAS, the RTA received responses to its RFQ, evaluated the responses, recommended awarding the contract to and ultimately negotiated a contract with Kimley-Horn and Associates, Inc., a North Carolina corporation, effective July 15, 2020 (hereinafter “Kimley-Horn Contract”); and

WHEREAS, the Kimley-Horn Contract is effective through July 14, 2024, and renewable for one-year terms at the option of the RTA; and

WHEREAS, the RTA desires to have Kimley-Horn perform planning services in and around the Santa Fe Station in Oklahoma City pursuant to the Kimley-Horn Contract in furtherance of the development of a Regional Fixed-Guideway System Plan; and

WHEREAS, the City desires to have said planning services incorporate property around the Sant Fe Station, some of which may not be absolutely necessary for RTA purposes, but nonetheless provide a benefit to the RTA; and

WHEREAS, the services the RTA seeks from Kimley-Horn also provide an independent benefit to the City; and

WHEREAS, the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001 et seq. permits local governmental units to make the most efficient use of their powers for mutual advantage; and



WHEREAS, the parties desire for Kimley-Horn to perform the planning services described in Attachment A (attached hereto and incorporated herein) pursuant to the Kimley-Horn Contract and share the costs and expenses of said planning as provided herein; and

WHEREAS, the Parties desire to enter into this Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

## **Article 1 | PURPOSE AND SCOPE OF AGREEMENT**

**1.1 Purpose.** The purpose of this Agreement is for the City to pay the RTA for a portion of certain planning services to be performed by Kimley-Horn on behalf of the RTA.

### **1.2 Scope of Agreement.**

This document, together with the following attachments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, either written or oral.

## **Article 2 | EFFECTIVE DATE AND AMENDMENT**

**2.1 Effective Date.** This Agreement shall become effective upon execution by the last Party hereto.

**2.2 Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.

## **Article 3 | SERVICES AND PAYMENT**

**3.1 Services.** The RTA agrees to cause Kimley-Horn to perform the planning services described in Attachment A pursuant to the Kimley-Horn Contract.

**3.2 Payment for Completed Services.** The City agrees to pay the RTA for the actual costs and expenses of the services, less \$15,000, which will be paid by the RTA; provided in no event will the City's payment amount exceed \$75,000. Within sixty (60) days after completion of said services, the RTA will provide an invoice to the City, detailing final actual costs and expenses for the services and the amount the City owes to the RTA. The City will pay the RTA said amount due within thirty (30) days of receipt of said invoice.

**3.3 Deliverables.** The RTA agrees to provide a copy of all deliverables and work products pursuant to the Kimley-Horn Contract to the City upon completion of services or termination of this Agreement.

**3.4 No Warranty.** The City acknowledges and agrees that the RTA makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of Kimley-Horn's deliverables and work products.

## **Article 4 | TERMINATION**

### **4.1 Termination for Convenience.**

- A. Either Party may terminate this Agreement for any reason upon written notice to the other Party at any time.
- B. Upon receipt of such notice by either Party, the RTA will promptly send an invoice detailing actual costs and expenses, for any services and deliverables performed by Kimley-Horn, incurred up to the time of notice, and indicate the amount the City may owe the RTA.
- C. The City will pay the RTA within thirty (30) days of receipt of said invoice.

## **Article 5 | LIABILITY**

**5.1 Several Liability.** Each Party shall be severally liable for and severally bear the costs of the defense of any claims or suits from the negligent acts and omissions of their own employees, officers, and agents which might occur during the performance of this Agreement, to the extent provided by Oklahoma law, and without waiving any defenses, exemptions, or sovereignty. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a Party or any exemption, immunity, limitation, or exception which may be provided by the Governmental Tort Claims Act or Oklahoma law.

**5.2 Notice of Liability.** Each Party shall promptly notify the other Party in writing upon receipt of any liability, claim, or other action described in Section 5.1 of this Agreement.

## **Article 6 | OTHER TERMS.**

**6.1 Non-Discrimination.** Neither Party shall discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity), including, without limitation, with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The RTA will post such notice in a conspicuous place available to employees and applicants. The RTA will also require these same non-discrimination terms in any subcontracts associated with this Agreement.

**6.2 RTA Director Authority.** The RTA's Director (or Interim Director) or designee, shall have the authority to administer this Agreement on behalf of the RTA, to include, but not limited to,

the authority to collect payment, and take all actions necessary to that end, from the City, in accordance with the terms of this Agreement.

**6.3 City Manager Authority.** The City Manager, or designee, shall have the authority to administer this Agreement on behalf of the City.

**6.4 Notice.** Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To City:

The City of Oklahoma City  
Attn: Craig Freeman, City Manager  
200 N Walker Ave, Third Floor  
Oklahoma City, OK 73102  
Telephone: (405) 297-2910  
Email: craig.freeman@okc.gov

To RTA:

Regional Transportation Authority of Central Oklahoma  
Jason Ferbrache, Interim Director  
2000 S May Ave  
Oklahoma City, OK 73108  
Telephone: (405) 297-2262  
Email: jason.ferbrache@okc.gov

and

Holmes & Associates LLC  
Kathryn Holmes, Owner's Representative  
P.O. Box 526057  
Salt Lake City, UT 84152  
Email: kathryn@holmesassociatesllc.com

**6.5 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

**6.6 Governing Law and Venue.** The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and subject to the laws of the state of Oklahoma. Venue for all legal proceedings arising out of this Agreement shall be in the state or federal court with competent jurisdiction in Oklahoma County, Oklahoma.

**6.7 Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

**6.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

**6.9 Time is of Essence.** The Parties agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement.

**6.10 Reservation of Rights.** The rights granted to or reserved by each Party in this Agreement are cumulative of every other right or remedy which that Party might otherwise have at law or in equity or under this Agreement and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

APPROVED by the Council of The City of Oklahoma City, this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

The City of Oklahoma City

\_\_\_\_\_  
City Clerk

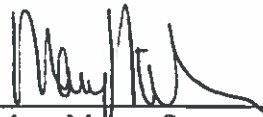
\_\_\_\_\_  
Mayor

Reviewed for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

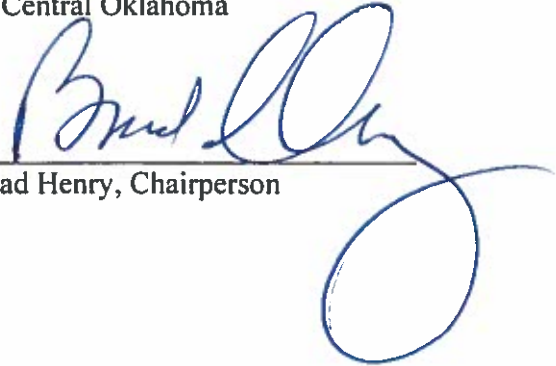
**APPROVED** by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma on this 21<sup>st</sup> day of June, 2023.

ATTEST:

  
Mary Melon, Secretary



Regional Transportation Authority  
of Central Oklahoma

  
Brad Henry, Chairperson

Reviewed for form and legality.

  
Josh Minner,  
Assistant Municipal Counselor

**ATTACHMENT A**  
**Services**

Attached behind this page is a description of the services to be performed by Kimley-Horn.

## Regional Transportation Authority of Central Oklahoma

### Santa Fe Station Area Framework Planning Study

Overview: The following is an outline of the scope to conduct a conceptual planning study to examine the spatial needs of the Santa Fe Depot Station Area.

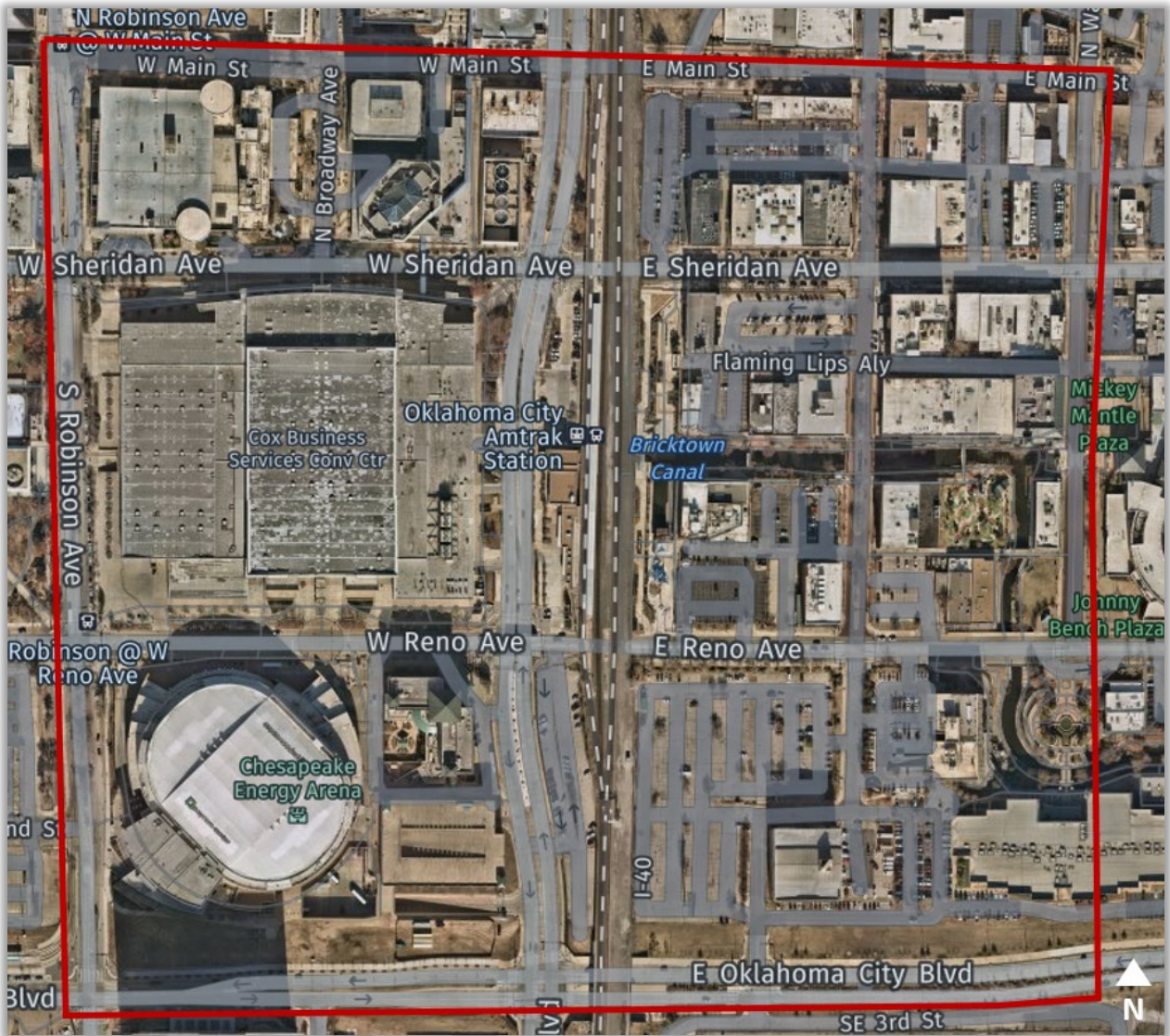
Study Purpose: Begin to examine the spatial and functional relationship of transit and the surrounding downtown/Bricktown areas.

- Examine spatial organization and service parameters for multi-modal elements planned to operate services at Santa Fe Depot
  - o Assumptions of Potential Modes:
    - Commuter and Intercity Passenger Rail (RTA)
    - Bus Rapid Transit (RTA and MAPS-4)
    - Fixed route bus (Embark)
    - OKC streetcar (Embark)
    - Micro transit, micromobility, and pedestrian pathways (Embark/OKC)
  - o Conceptual spatial layout options for transit modes (all agencies)
    - Identify needed transit facilities including platforms; waiting areas; space for amenities; turnarounds/sawtooth area; parking
- Examine spatial relationship between Santa Fe Depot and adjacent developable areas (City Planning)
  - o Identify pedestrian corridors for connectivity between transit and development
  - o Conceptualize transit supportive land uses and their relationship to the station
  - o Examine streetscape relationship between Santa Fe Depot and the study area

Project Study Area Limits: The project study area is assumed to include the Santa Fe Depot and surrounding blocks, as shown below in **Figure 1**. Roughly, the project limits are assumed to be Main Street to the North, Walnut Avenue to the West, Oklahoma City Boulevard to the South, and Robinson Avenue to the East. The study area is also assumed to include the EMBARK Transit Center located at the intersection of NW 4<sup>th</sup> Street and North Hudson Avenue.



Figure 1: Assumed Study Area



Key questions to answer related to Station Area Spatial Planning:

1. What, if any, are our constraints?
2. What are the main opportunities?
3. Which key parameters are we working with?
  - a. Conceptually identify the physical elements needed for new transit servicing Santa Fe Depot
  - b. Conceptualize how best to organize the footprint of operations for transit at Santa Fe Depot?
4. What is the relationship between the Santa Fe Depot and local roadway networks?
  - a. How do we provide transit-supportive access to the Depot from the downtown/Bricktown areas?

5. What is the relationship between the Santa Fe Depot and the downtown/Bricktown areas as relates to connectivity, land uses, activity centers, and spatial organization?
  - a. Can we identify and learn from relevant peer examples of how a transit intermodal hub interfaces with surrounding development?

Task Outline:

1. Data Collection and Assumptions:
  - a. Review Relevant Documents
    - i. Review the 2011 Intermodal Hub Study, focusing on assumptions, service parameters, and analysis developed as part of the 2011 Intermodal Hub Study
    - ii. Review of OKC Moves and other relevant city planning documents
  - b. Central OK Transit Network:
    - i. Work with Embark and MAPS -4 to collect additional requisite requirements or develop agreed-upon assumptions
      1. Assumed Service plans for all modes
      2. Assumed amenities and transit facilities
  - c. Development:
    - i. Work with OKC Planning to understand current Zoning and Land Use for study area
    - ii. Work with OKC Planning to understand current ideas around future development potential as it relates to enhancing transit connectivity in the study area
2. Initial Analysis
  - a. Leverage collected data to understand individual parameters and space requirements of existing and potential modes
  - b. Develop initial framework of opportunities and constraints
3. Workshop 1: Constraints, Opportunities, Parameters (Conducted Virtually on Zoom)
  - a. Collaborative with OKC Planning, Embark, MAPS- 4 and RTA
  - b. Kimley-Horn to facilitate and document
4. Option Development
  - a. Conceptual (bubble) layouts of up to 3 spatial organization for the Santa Fe Depot Station Area
5. Workshop 2: Review potential options (Conducted Virtually on Zoom)
  - a. RTA, Embark, MAPS- 4, Oklahoma City Planning collaboration to respond to options
  - b. Kimley-Horn to facilitate and document
  - c. Objective to arrive at a preferred concept option
6. Refine
  - a. Further concept development of the preferred option
  - b. Prepare exhibit/graphic of preferred option

## 7. Outline recommended Next Steps

### Deliverables:

1. Technical slide deck package summarizing the Study, including:
  - a. Bubble diagram of conceptual layout options
  - b. Sketch concept of preferred option
  - c. Documentation of supporting technical analysis

DRAFT

DRAFT FEE ESTIMATE  
EFFECTIVE THROUGH JULY 14, 2023

03/03/2023

			Kimley-Horn and Associates, Inc.							
			Project Manager	Sr Professional II	Sr Professional I	Professional	Analyst	Total KHA Hours	KHA Labor Cost	Total Cost
Task 1	Data Collection and Assumptions	Notes						60	\$ 8,552	\$ 8,552
	Review relevant documents		2	2		10	10	24	\$ 3,766	\$ 3,766
	Transit Network Data Collection		0	0		4	10	14	\$ 1,873	\$ 1,873
	Development Data Collection			0		4	18	22	\$ 2,913	\$ 2,913
								0	\$ -	\$ -
Task 2	Initial Analysis							84	\$ 13,454	\$ 13,454
	Analyze individual operations parameters		2	2	4	8	20	36	\$ 5,476	\$ 5,476
	Develop initial framework of opportunities		4	8	4	8	20	44	\$ 7,458	\$ 7,458
							4	4	\$ 520	\$ 520
Task 3	Workshop 1							62	\$ 10,052	\$ 10,052
	Prep PM meeting(s)	Assumes 2, 1-hour meetings	2	2		2	0	6	\$ 1,321	\$ 1,321
	Prepare materials to facilitate discussion		2	2	2	8	30	44	\$ 6,428	\$ 6,428
	Conduct Workshop	Assumes Zoom Virtual Meeting	2	2	4	4	0	12	\$ 2,303	\$ 2,303
								0	\$ -	\$ -
Task 4	Option Development							86	\$ 14,074	\$ 14,074
	Concept layouts	3 options	2	2	28	4	20	56	\$ 9,079	\$ 9,079
	Bubble diagram		2	2	12	4	10	30	\$ 4,995	\$ 4,995
								0	\$ -	\$ -
Task 5	Workshop 2							62	\$ 10,052	\$ 10,052
	Prep PM meeting(s)	Assumes 2, 1 hour meetings	2	2	0	2	0	6	\$ 1,321	\$ 1,321
	Prepare materials to facilitate discussion		2	2	2	8	30	44	\$ 6,428	\$ 6,428
	Conduct Workshop	Assumes Zoom Virtual Meeting	2	2	4	4	0	12	\$ 2,303	\$ 2,303
								0	\$ -	\$ -
Task 6	Refine							62	\$ 10,109	\$ 10,109
	Concept Refinements		2	2	18	2	8	32	\$ 5,493	\$ 5,493
	Final exhibit		2	2	4	2	20	30	\$ 4,617	\$ 4,617
								0	\$ -	\$ -
Task 7	Outline Recommended Next Steps							60	\$ 10,068	\$ 10,068
	Strategy and Outline for Next Steps		4	4		8	8	24	\$ 4,254	\$ 4,254
	Final Presentation Package	final deliverable	4	4		8	20	36	\$ 5,814	\$ 5,814
								0	\$ -	\$ -
	CONTINGENCY									\$ -
									\$ -	\$ -
	Expenses									\$ -
	Printing/Reproduction									\$ -
	Travel									\$ -
										\$ -
TOTAL COST									\$ 76,361	\$ 76,361

**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 required to complete the scope.



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider a Resolution waiving consultant selection procedures for RTA 23-002, Financial Planning Consulting Services; and authorizing the Interim Executive Director to negotiate a contract with PFM Financial Advisors LLC.

**Background** At the April 15, 2023 meeting of the Regional Transportation Authority of Central Oklahoma (RTA), the board authorized the Interim Executive Director to release the request for proposal (RFP) for financial planning consulting services (RTA 23-002).

The Interim Executive Director issued the RFP, legally advertising the solicitation in the Journal Record on May 1, 2023, and on May 8, 2023.

The pre-proposal meeting was held on May 16, 2023. Proposals were due on June 7, 2023.

The RTA received only one letter of interest from firms requesting consideration. PFM Financial Advisors LLC meets all the criteria requested in the RFP. The Selection Committee recommends waiving the consultant selection procedures for RTA 23-002, Financial Planning Consulting services; and authorizing the Interim Executive Director to negotiate a contract with PFM Financial Advisors LLC.

Recommendation: Resolution be adopted.

Reviewed by:



Jason Ferbrache  
Interim Executive Director

**RESOLUTION NO. 23-009**

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA WAIVING CONSULTANT SELECTION PROCEDURES  
FOR RTA 23-002, FINANCIAL PLANNING CONSULTING SERVICES; AND  
AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO NEGOTIATE A  
CONTRACT WITH PFM FINANCIAL ADVISORS LLC.**

**WHEREAS**, the Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

**WHEREAS**, On April 15, 2023, the board authorized the Interim Executive Director to release a request for proposal (RFP) for financial planning consulting services (RTA 23-002); and

**WHEREAS**, the Interim Executive Director issued the RFP, legally advertising the solicitation in the Journal Record on May 1, 2023, and on May 8, 2023; and

**WHEREAS**, the pre-proposal meeting was held on May 16, 2023, with proposals due on June 7, 2023; and

**WHEREAS**, the RTA received only one letter of interest from firms requesting consideration; and

**WHEREAS**, PFM Financial Advisors LLC meets all the criteria requested in the RFP; and

**WHEREAS**, thereafter the RTA has determined that there was adequate competition with the solicitation, and the RTA desires to enter into negotiations with PFM Financial Advisors LLC in order to establish a fair and reasonable price and negotiate the final terms and conditions of the contract.

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

1. Waive Consultant Selection Procedures; and
2. Negotiate a contract with PFM Financial Advisors LLC.

**ADOPTED** by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 21st day of June 2023.

**ATTEST:**

  
Mary Melon, Secretary



**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

REVIEWED for form and legality.

  
Joshua Minner  
Assistant Municipal Counselor





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Task Order No. 4 for the Professional Services Agreement with Kimley-Horn and Associates, Inc., cost not to exceed \$736,337; and authorize Notice to Proceed for Task Order 4.

**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 the adoption of the corridor Locally Preferred Alternatives and the development of a Regional Rail Transit System Plan. Years Two through Three, include implementation strategy work and work related to the planning process of the Local Preferred Alternatives (LPA) projects including station areas, service development, and ridership modeling.

Per the professional services agreement, Task Order 4 includes providing as-needed support with coordination regarding the BNSF railroad for the North/South Corridor, providing as-needed support to the RTA related to the East Corridor, and continuing to support RTA decision-making processes to advance the development of the North/South and East Corridors.

**Recommendation:** Approve Task Order No. 4 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 004**

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 15<sup>th</sup>, 2020, which is incorporated herein by reference.

This Task Order (TO) is effective on **July 15, 2023**, through **July 14, 2024**.

**Section 1: Identification of Key TO Efforts:**

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Efforts to be advanced as part of this TO are:

1. Continue to support the RTA with coordination with the BNSF railroad for the North/South Corridor
2. Provide as-needed support to the RTA related to the East Corridor
3. Continue to support the RTA Board with decision-making processes to advance the development of the N/S and East Corridors

*Note: The Airport and West corridors are not included in this Task Order and will not be studied as part of this analysis. These corridors are being studied under a separate agreement: “RTA 22-001 ALTERNATIVES ANALYSIS FOR THE CENTRAL OKLAHOMA REGIONAL TRANSIT CORRIDORS TO PROMOTE ECONOMIC DEVELOPMENT AND EQUITY INCLUSION PROJECT”. Subtasks which have been completed or do not have work planned in Year 4 have been excluded for simplicity.*

**Section 2: Specific Scope of Basic Services:**

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**TASK 1: PROJECT MANAGEMENT**

Kimley-Horn will continue to utilize management tools established in Years 1 through 3 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 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.

**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);
- In-person attendance at RTA's Board meetings at up to six (6) 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 three (3) meetings with the Member City Technical Working Group (TWG). It is assumed the TWG's will comprise of the same membership as in Year 3.
- As requested by RTA, attend meetings with key stakeholder to support the planning process.

## **TASK 2: PUBLIC ENGAGEMENT**

For Year 4, Kimley-Horn will perform the following services for this task:

### **Task 2.1 Public Involvement Plan**

*Task Completed in TO #2*

### **Task 2.3 Project Website**

Kimley-Horn will provide updates, as needed, to the interactive Project website ([www.RTAMoves.com](http://www.RTAMoves.com)) 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,
- 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](http://www.rtaok.org)) to ensure alignment with Project activities and messaging.

### **Task 2.3 Engagement Activities and Meeting Materials**

Kimley-Horn will provide digital engagement support to the RTA, as-needed.

## **TASK 3: ASSESSMENT OF PRIOR STUDIES**

*Task completed in TO #1.*

## **TASK 4: ALTERNATIVES ANALYSIS PROCESS**

In Year 4, Kimley-Horn will advance the alternatives analysis process primarily by completing

documentation and by updating the Transit System Plan (adopted in 2021). Kimley-Horn will also continue to advance analysis by progressing work initiated during Year 3, inclusive of refreshing and/or supporting operational analysis on the North/South Corridor to assist the RTA with discussion with the BNSF and refining assumptions for guideway and operating plan on the East Corridor (as-needed).

#### **Task 4.1 Regional Fixed- Guideway System Plan**

Kimley-Horn will update RTA's Transit System Plan (adopted in April 2021) to reflect the LPAs selected for the North/South and East corridors.

#### **Task 4.2 Alternatives Analysis**

Kimley-Horn will provide as-needed support to advance guideway and operating plan assumptions on the selected alignment of the East Corridor.

#### **Task 4.3 Alternatives Analysis Documentation**

Kimley-Horn will prepare the final AA document for the North-South and 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 Year 4, Kimley-Horn will perform the following services for this task:

#### **Task 5.1: On-Call Support for TOD Proposals**

Kimley-Horn will provide as-needed technical capacity to the RTA to support responses to TOD

proposals along the proposed transit alignments.

## **Task 5.2 Intermodal Hub Study**

Kimley-Horn will perform an Intermodal Hub Study to examine the spatial needs of the Santa Fe Depot Station Area

- Data Collection and Assumptions:
  - Review Relevant Documents
    - Review the 2011 Intermodal Hub Study, focusing on assumptions, service parameters, and analysis developed as part of the 2011 Intermodal Hub Study
    - Review of OKC Moves and other relevant city planning documents
  - Central OK Transit Network:
    - Work with Embark and MAPS-4 to collect additional requisite requirements or develop agreed-upon assumptions
      - Assumed Service plans for all modes
      - Assumed amenities and transit facilities
  - Development:
    - Work with OKC Planning to understand current Zoning and Land Use for study area
    - Work with OKC Planning to understand current ideas around future development potential as it relates to enhancing transit connectivity in the study area
- Initial Analysis
  - Leverage collected data to understand individual parameters and space requirements of existing and potential modes
  - Develop initial framework of opportunities and constraints
- Workshop 1: Constraints, Opportunities, Parameters (Conducted Virtually on Zoom)
  - Collaborative with OKC Planning, Embark, MAPS-4 and RTA
  - Kimley-Horn to facilitate and document
- Option Development
  - Conceptual (bubble) layouts of up to 3 spatial organization for the Santa Fe Depot Station Area
- Workshop 2: Review potential options (Conducted Virtually on Zoom)
  - RTA, Embark, MAPS-4, Oklahoma City Planning collaboration to respond to options
  - Kimley-Horn to facilitate and document
  - Objective to arrive at a preferred concept option
- Refine
  - Further concept development of the preferred option
  - Prepare exhibit/graphic of preferred option

- Outline recommended Next Steps

## **TASK 6: RAIL OPERATIONS PLANNING – NORTH/SOUTH CORRIDOR**

Building upon the work initiated in Year 3, Kimley-Horn will support the RTA with ongoing coordination with the BNSF. 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 and subconsultant Deutsche Bahn will provide as-needed operations planning analysis to support the ongoing coordination with the BNSF.

### **Task 6.2 Conceptual Engineering Support**

*No work planned in Task Order 004*

## **TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING**

Kimley-Horn will perform as-needed additional runs of the Federal Transit Administration (FTA) Simplified Trips on Project Software (STOPS) Modeling to support ongoing analysis. Also, Kimley-Horn will provide (on an as-needed basis) limited support for additional analysis of the addressable transit market.

## **TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT**

*No work planned in Task Order 004*

## **TASK 9: NEPA DOCUMENTATION**

*No work planned in Task Order 004*

### **Section 3: Additional Services, if required:**

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No additional services are required.

### **Section 4: Schedule:**

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The anticipated quarterly workplan for the TO is included as **Attachment A**.

### **Section 5: Deliverables:**

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Key deliverables included as part of this TO are:

Project Management:

- Monthly Invoice and Progress Report
- RTA Board Presentations

Alternatives Analysis Process – East Corridor:

- Updated Transit System Plan with East and North-South Corridor LPAs
- Draft Final AA Document
- Final AA Document

Land Use Analysis:

- Santa Fe Intermodal Hub Study Deliverables:
  - Bubble Diagram of Conceptual Layout Options
  - Sketch Concept or Preferred Option
  - Santa Fe Intermodal Hub Study Technical Memo

**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		2023/2024
Task 1	PROJECT MANAGEMENT	\$ 193,941
Task 2	PUBLIC ENGAGEMENT	\$ 82,376
Task 3	ASSESSMENT OF PRIOR STUDIES	\$ 0
Task 4	ALTERNATIVES ANALYSIS	\$ 131,419
Task 5	STATION AREA AND LAND USE ANALYSIS	\$ 40,023
Task 5.2	SANTA FE INTERMODAL HUB STUDY	\$76,361
Task 6	RAIL OPERATIONS PLANNING –NORTH/SOUTH CORRIDOR	\$ 111,776
Task 7	TRAVEL DEMAND/RIDERSHIP FORECASTING	\$ 83,441
Task 8	FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	\$ 0
Task 9	NEPA DOCUMENTATION	\$ 0
	Contingency	\$ 0
	Other KHA Expenses	\$ 17,000
TOTAL		\$ 736,337

The total fee for Task Order 004 is \$736,337, combined of the RTA Alternatives Analysis Update and the Santa Fe Intermodal Hub Study. Kimley-Horn will not exceed the total maximum fee for the RTA Alternatives Analysis Update of \$659,977 without authorization from the RTA. Kimley-Horn will not exceed the total maximum fee of \$76,361 for Task 5.2: Santa Fe Intermodal Hub Study 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.

ACCEPTED:

REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL OKLAHOMA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 

BY: \_\_\_\_\_

TITLE: Chairperson

TITLE: \_\_\_\_\_

DATE: 6-21-23

DATE: \_\_\_\_\_

## **ATTACHMENT A: PLANNED QUARTERLY TASKS**



Regional Transportation Authority of Central Oklahoma  
Kimley-Horn Year 4 Task Order Quarterly Work Plan (2023-2024)

	Q1	Q2	Q3	Q4	
Project Management and Engagement	<ul style="list-style-type: none"><li>Monthly Reporting</li><li>Weekly Coordination Meetings</li><li>Board Meeting(s)</li><li>TWG Meeting</li></ul>	<ul style="list-style-type: none"><li>Monthly Reporting</li><li>Weekly Coordination Meetings</li><li>Board Meeting(s)</li><li>TWG Meeting</li></ul>	<ul style="list-style-type: none"><li>Monthly Reporting</li><li>Weekly Coordination Meetings</li><li>Board Meeting(s)</li><li>TWG Meeting</li></ul>	<ul style="list-style-type: none"><li>Monthly Reporting</li><li>Weekly Coordination Meetings</li><li>Board Meeting(s)</li></ul>	Total TO4
East Corridor	<ul style="list-style-type: none"><li>Documentation of selected LPA</li></ul>	<ul style="list-style-type: none"><li>Documentation of selected LPA</li><li>As needed STOPS model run on LPA</li></ul>	<ul style="list-style-type: none"><li>As needed STOPS model run on LPA</li><li>Update Transit System Plan with LPA</li></ul>	<ul style="list-style-type: none"><li>Update Transit System Plan with LPA</li></ul>	
North/South Corridor	<ul style="list-style-type: none"><li>Documentation of selected LPA</li><li>On-call TOD support to member cities</li><li>On-call operations planning (DB)</li><li>On-call rail engineering</li><li>As needed STOPS model run on LPA</li></ul>	<ul style="list-style-type: none"><li>Documentation of selected LPA</li><li>On-call TOD support to member cities</li><li>On-call operations planning (DB)</li><li>On-call rail engineering</li><li>As needed STOPS model run on LPA</li></ul>	<ul style="list-style-type: none"><li>On-call TOD support to member cities</li><li>On-call operations planning (DB)</li><li>On-call rail engineering</li><li>As needed STOPS model run on LPA</li><li>Update Transit System Plan with LPA</li></ul>	<ul style="list-style-type: none"><li>On-call TOD support to member cities</li><li>On-call operations planning (DB)</li><li>On-call rail engineering</li><li>Update Transit System Plan with LPA</li></ul>	
Santa Fe Intermodal Hub Study	<ul style="list-style-type: none"><li>Data collection and Assumptions</li><li>Begin Initial Analysis</li></ul>	<ul style="list-style-type: none"><li>Continue Initial Analysis</li><li>Workshop #1</li><li>Begin Option Development</li></ul>	<ul style="list-style-type: none"><li>Continue Option Development</li><li>Workshop #2</li><li>Begin Refinement</li></ul>	<ul style="list-style-type: none"><li>Santa Fe Intermodal Hub Study Deliverables:<ul style="list-style-type: none"><li>Bubble Diagram Conceptual Layouts</li><li>Sketch Concept or Preferred Option</li><li>Santa Fe Intermodal Hub Technical Memo</li></ul></li></ul>	
Quarterly Burn Rate	\$164,994	\$164,994	\$164,994	\$164,994	\$659,977
Santa Fe Intermodal Hub Study Burn Rate	\$19,090	\$19,090	\$19,090	\$19,090	\$76,360
Cumulative Burn Rate	\$184,084	\$184,084	\$184,084	\$184,084	\$736,337

**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



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution approving the Locally Preferred Alternatives for the North-South Corridor and the East Corridor.

**Background** On July 15, 2020, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional services agreement (PSA) with Kimley-Horn and Associates, Inc., to update the Alternatives Analysis of the Commuter Corridor Study. The PSA was negotiated on a four-year term and is executed by task order based upon available funds.

Year one of the PSA included the update of the Alternatives Analysis of the Commuter Corridor Study (CCS), and advancement of Alternatives Analysis planning for the North-South Corridor and the East Corridor, and the development of a Regional Transit System Plan. Years two and three included public engagement via in-person and virtual live events, the project website, surveys, and social media, support coordinating BNSF railroad, planning work for land use and economic development, and continued advancement of the Alternatives Analysis planning for the North-South Corridor to determine the Locally Preferred Alternative (LPA) and the Alternatives Analysis planning for the East Corridor to determine the LPA.

On May 17, 2023, Kimley-Horn recommended a locally preferred alternative (LPA) for the North-South and East Corridors for the RTA Board of Directors to consider. Since then, Kimley-Horn has performed additional public engagement through digital outreach activities including factsheets and information via [www.RTAMoves.com](http://www.RTAMoves.com) and a robust social media presence. The additional public engagement did not reveal any new concerns or additional information that had not been previously considered that would cause Kimley-Horn to reconsider its previous LPA recommendations.

This resolution approves the LPA for the North-South and East Corridors.

Recommendation: Resolution be adopted.

Jason Ferbrache  
Interim Executive Director

**RESOLUTION NO. 23-0008**

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA APPROVING LOCALLY PREFERRED ALTERNATIVES FOR  
THE NORTH-SOUTH CORRIDOR AND THE EAST CORRIDOR**

**WHEREAS**, on July 15, 2020, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional services agreement (PSA) with Kimley-Horn and Associates, Inc., to update the Alternatives Analysis of the Commuter Corridor Study; and

**WHEREAS**, the PSA was negotiated on a four-year term and is executed by task order based upon available funds; and

**WHEREAS**, year one of the PSA included the update of the Alternatives Analysis of the Commuter Corridor Study (CCS), and advancement of Alternatives Analysis planning for the North-South Corridor and the East Corridor, and the development of a Regional Transit System Plan; and

**WHEREAS**, years two and three included public engagement via in-person and virtual live events, the project website, surveys, and social media, support coordinating BNSF railroad, planning work for land use and economic development, and continued advancement of the Alternatives Analysis planning for the North-South Corridor to determine the Locally Preferred Alternative (LPA) and the Alternatives Analysis planning for the East Corridor to determine the LPA; and

**WHEREAS**, Kimley-Horn recommended a Locally Preferred Alternative for the North-South Corridor to the RTA Board on May 17, 2023 for consideration; and

**WHEREAS**, Kimley-Horn recommended a Locally Preferred Alternative for the East Corridor to the RTA Board on May 17, 2023 for consideration; and

**WHEREAS**, during the period from May 17 to June 21, Kimley-Horn has performed additional public engagement through digital outreach activities, including factsheets and information via [www.RTAMoves.com](http://www.RTAMoves.com) and a robust social media presence; and

**WHEREAS**, this additional public engagement did not reveal new concerns or additional information that had not been previously considered that would cause Kimley-Horn to reconsider its previous LPA recommendations.

**NOW, THEREFORE, BE IT RESOLVED** by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby approve:

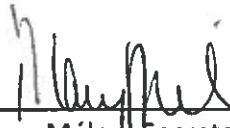
1. The adoption of a Locally Preferred Alternative for the East Corridor with an alignment starting from the Santa Fe Depot then east along Reno Avenue, then South on Eastern Avenue, then east

along 29<sup>th</sup> Street, then south along Douglas Boulevard, and ending at the Lancer Gate of Tinker Air Force Base as more specifically described in Attachment A; and

2. The adoption of a Locally Preferred Alternative for the North-South Corridor utilizing the BNSF railroad right-of-way between Edmond on the North, through Oklahoma City, continuing to Norman, as more specifically described in Attachment B.

**ADOPTED** by the Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this **21st** day of **June 2023**.

**ATTEST:**

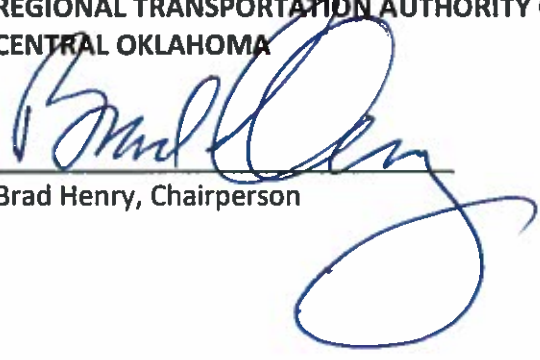
  
Mary Melon, Secretary

REVIEWED for form and legality.

  
Joshua Minner  
Assistant Municipal Counselor



**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

# Attachment A: East Corridor

## Locally Preferred Alternative Recommendation

The East Corridor LPA Recommendation is for **Bus Rapid Transit (BRT)** connecting **Santa Fe Depot** with **Lancer Gate** via **Reno Avenue**, **Eastern Avenue**, **29th Street**, and **Douglas Boulevard**.

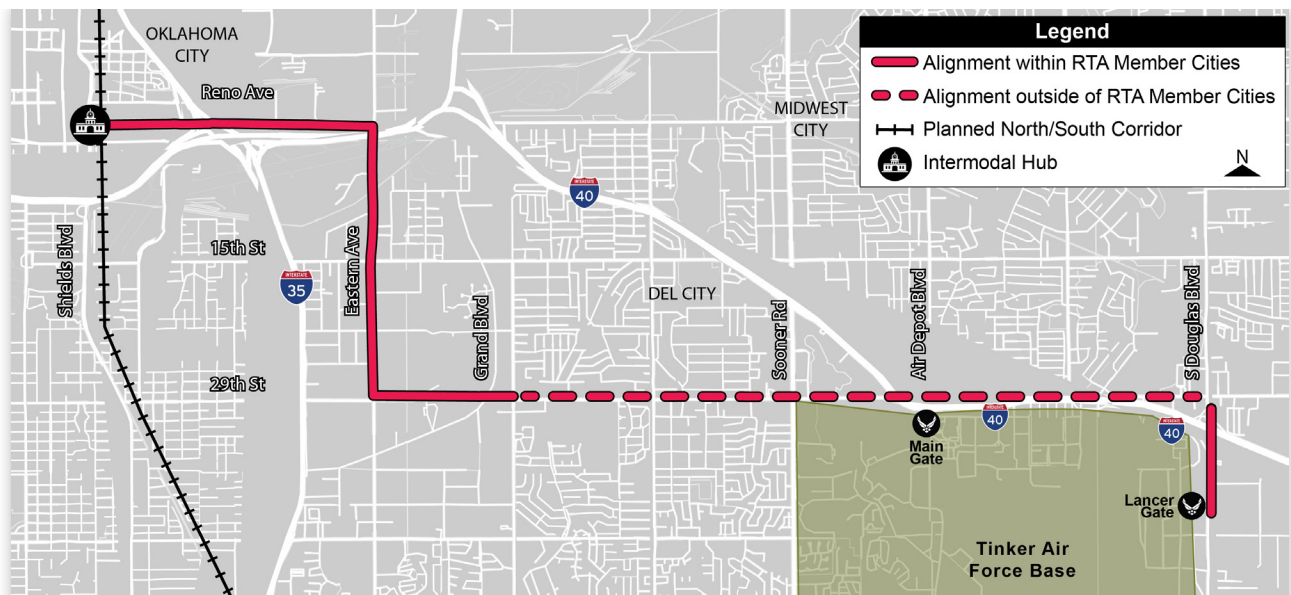
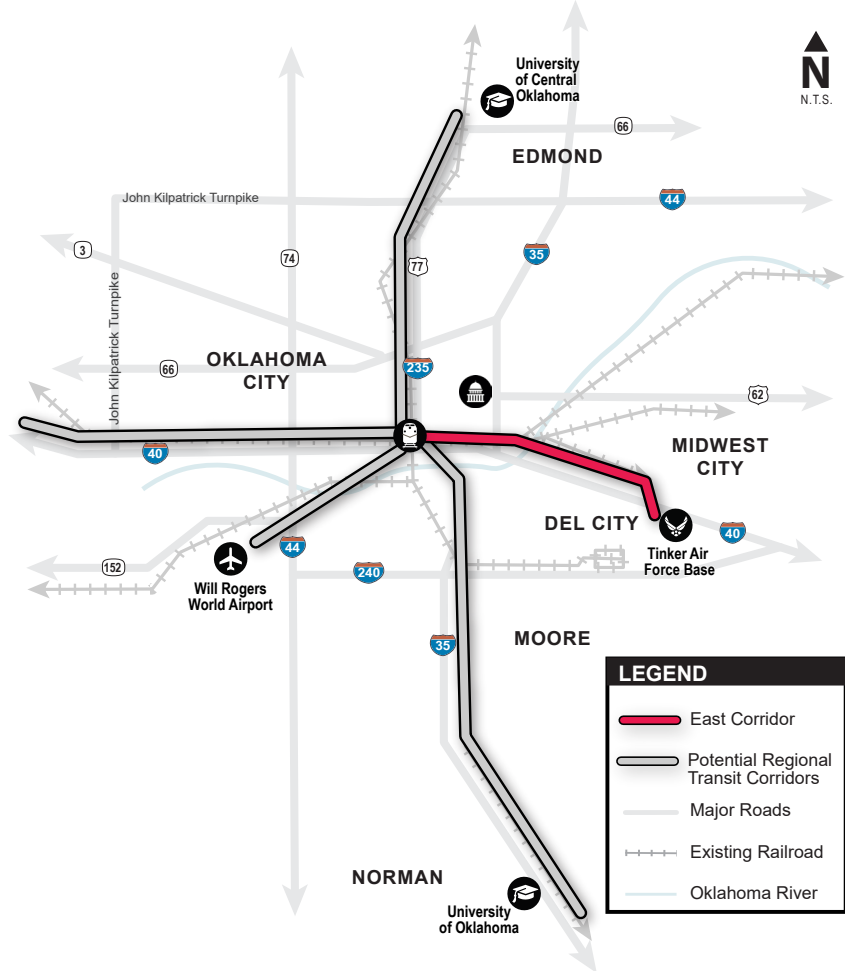


BRT Example: Greater Richmond Transit Company Pulse BRT



BRT Example: Central Ohio Transit Authority CMAX BRT

## Transit System Plan





# Attachment B: North-South Corridor

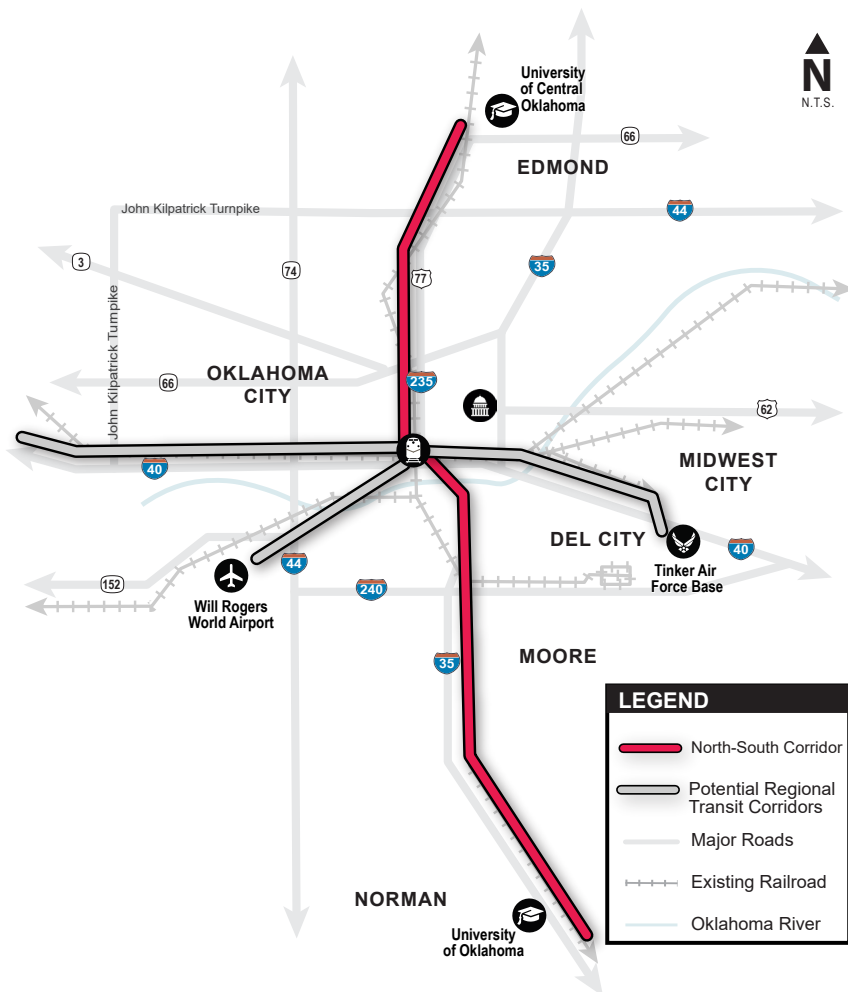
## Locally Preferred Alternative Recommendation

The North-South Corridor LPA Recommendation is for **Commuter Rail** connecting Santa Fe Depot with North Edmond and South Norman via the Burlington Northern Santa Fe (BNSF) Corridor.

The North-South Corridor LPA is to operate 24 to 44 trains per day which will include peak service with some off-peak options.

Next steps will be to continue coordinating with BNSF on the infrastructure investment package.

## Transit System Plan



Commuter Rail Example: Trinity Metro  
TexRail Commuter Rail Corridor



Commuter Rail Example: Utah Transit Authority  
FrontRunner Commuter Rail Corridor



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