



## Board of Directors Regular Board Meeting

May 26, 2022 | 10:00 a.m.

**NOTICE IS HEREBY GIVEN** that the members of the Denton County Transportation Authority (DCTA) Board of Directors will hold a Regular Meeting on May 26, 2022 at 10:00 a.m. at the DCTA Administrative Offices located at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057 and by Zoom Video Conference at which time the following agenda will be discussed.

The public is allowed to use the ZOOM link below to participate in a Board Meeting. To join the meeting, please use the information below:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87247055608?pwd=VTcxdnJGTk9mVnJvc2Z6bFd2Q1liZz09>

Passcode: 197498

Or One tap mobile :

US: +13462487799

Or Telephone:

Dial: US: +1 346 248 7799

Webinar ID: 872 4705 5608

Passcode: 197498

As authorized by Section 551-071 of the Texas Government Code, the Board of Directors may convene into Closed Executive Session for the purpose of seeking legal advice from Legal Counsel on any item on the agenda at any time during the meeting.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the DCTA Board of Directors on any agenda item(s) or other matters relating to DCTA. Each speaker will be given a total of three (3) minutes to address any item(s). Anyone wishing to speak shall be courteous and cordial.

Any person who wishes to address the DCTA Board of Directors regarding any item(s) may do so by either completing a Request to Speak Card located in the DCTA Board Room prior to the meeting or if participating virtually, by utilizing the “raise hand” function.

Citizens that are not able to participate in-person or connect virtually to the Zoom meeting must email his or her public comment to [kmorris-perkins@dcta.net](mailto:kmorris-perkins@dcta.net) no later than **3:00 pm on Wednesday, May 25, 2022**, to ensure the comment will be read.

The Board of Directors is not permitted to take action on any subject raised by a speaker during Public Comments. However, the DCTA Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

## CONSENT AGENDA

### 1. Consider Approval of Monthly Financial Statements for April 2022

[\(packet pages 7-13\)](#)

*Action Item*

Backup Information: Memo  
Exhibit 1: Monthly Financial Statements – April 2022  
Exhibit 2: Capital Projects Budget Report – April 2022

### 2. Consider Ratification of an Agreement with MidAmerican Energy to purchase electrical power at a rate of \$0.07611 per kilowatt hour (kWh) over a 60-month contract term

[\(packet pages 14-35\)](#)

*Action Item*

Backup Information: Memo  
Exhibit 1: Energy Contract – MidAmerican Energy  
Exhibit 2: EPA Green Power Partnership Agreement  
Exhibit 3: REC Certificate

### 3. Consider Approval of an Extension of Contract with Swiftly Transitime and Insights for Automatic Vehicle Location Software in the amount of \$80,920 for one additional year

[\(packet pages 36-39\)](#)

*Action Item*

Backup Information: Memo  
Exhibit 1: Swiftly Order Form

### 4. Consider Approval of First Amendment of Post-Closing Lease for the Burns Property located at 655 East Main Street, Lewisville, Texas

[\(packet pages 40-46\)](#)

*Action Item*

Backup Information: Memo  
Exhibit 1: Request for Rent Relief  
Exhibit 2: First Amendment to Post-Closing Lease

5. Consider Approval of the Interim Chief Executive Officer (CEO) Employment Agreement  
([packet pages 47-51](#))

*Action Item*

Backup Information: Memo  
Exhibit 1: Interim CEO Employment Agreement

6. Consider Approval of Regular Meeting Minutes dated April 28, 2022  
([packet pages 52-63](#))

*Action Item*

Backup Information: Exhibit 1: April 28, 2022 Minutes

REGULAR AGENDA

1. Discuss Mobility Services Update  
([packet pages 64-65](#))

*Discussion Item*

Presenter: Javier Trilla, AVP of Innovation and Information Technology  
Chris Newport, Accenture LLC

Backup Information: Memo

2. Marketing and Communications Monthly Update  
([packet page 66](#))

*Discussion Item*

Presenter: Pamela Burns, Director of Marketing and Communications

Backup Information: Memo

3. Discuss Denton County Transportation Authority Chief Executive Officer (CEO) Search  
([packet page 67](#))

*Discussion Item*

Presenter: Paul Cristina, Interim CEO

Backup Information: Memo

4. Briefing on Denton County Transportation Authority (DCTA) New Member Policy  
([packet pages 68-76](#))

*Discussion Item*

Presenter: Brittney Farr, Senior Director of Engagement & Administration

Backup Information: Memo  
Exhibit 1: New Member Policy

5. Discuss Local and Regional Transportation Updates and Legislative Issues  
([packet pages N/A](#))

*Discussion Item*

## INFORMATIONAL REPORTS

### 1. Monthly Financial Reports

[\(packet pages 77-83\)](#)

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY22 Monthly Sales Tax Report  
Memo 2: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information

### 2. Monthly Ridership Reports

[\(packet pages 84-92\)](#)

Backup Information: Memo  
Exhibit 1: Ridership by Mode – April 2022  
Exhibit 2: A-train Year-Over-Year Ridership Comparison  
Exhibit 3: Connect and GoZone Ridership by Month and Year  
Exhibit 4: Fixed-Route Ridership – April 2022  
Exhibit 5: Connect Ridership Year-Over-Year by Month  
Exhibit 6: UNT Ridership Year-Over-Year by Month

### 3. Fiscal Year 2023 Healthcare Benefit Contracts

[\(packet page 93\)](#)

Backup Information: Memo

### 4. Request for Bid (RFB) 22-10 Automotive Tires & Related Services for Transit Vehicles

[\(packet page 94\)](#)

Backup Information: Memo

### 5. Contract with Industrial Power Truck & Equipment Under The Interlocal Purchasing System (TIPS) Cooperative Purchasing Agreement

[\(packet page 95\)](#)

Backup Information: Memo

## FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

Staff will discuss proposed future agenda items. Board members may request an informational item or action item to be added to the next Board meeting agenda.

Board Strategic Planning Work Session:	June 10, 2022
DCTA Budget Workshop:	June 16, 2022
Next Regular Board Meeting Date:	June 23, 2022



## REPORT ON ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Section 551.0415 the Board of Directors may report on following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming DCTA and Member City events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

## CONVENE EXECUTIVE SESSION

The Board may convene the Regular Board Meeting into Closed Executive Session for the following:

1. The Board of Directors will convene into Closed Executive Session pursuant to Section 551.072 of the Texas Government Code, Real Estate, Deliberation regarding real property – to deliberate the purchase, exchange, lease, or value of real property generally located adjacent to Hebron Station.
2. The Board of Directors will convene into Closed Executive Session pursuant to Section 551.075 of the Texas Government Code, Deliberation regarding Security Devices or Security Audits – to deliberate the cybersecurity initiatives.

## RECONVENE OPEN SESSION

Reconvene and Take Necessary Action on Items Discussed during Closed Executive Session.

## ADJOURN

### **Board Members:**

Cesar Molina, Denton County Seat 1, *Chair*  
TJ Gilmore, Lewisville, *Vice-Chair*  
Dianne Costa, Highland Village, *Secretary*  
Alison Maguire, Denton  
Andy Eads, Denton County Seat 2

### **Alternates**

Jody Gonzalez, Denton County Seat 1  
Kristin Green, Lewisville  
Pat Smith, Denton  
Paul Stevens, Highland Village  
Vacant, Denton County Seat 2

### **Non-Voting Board Members:**

Dennie Franklin, Frisco  
Mark Miller, Flower Mound  
Jeremie Maurina, The Colony  
Connie White, Small Cities  
Tom Winterburn, Corinth  
Vacant, Little Elm

### **Staff Liaison:**

Paul Cristina, Interim CEO



This notice was posted on May 20, 2022 by 6pm.

A handwritten signature in blue ink, reading "Kisha Morris-Perkins", is written over a horizontal line.

Kisha Morris-Perkins  
Executive Assistant | Board Process Manager

## Board of Directors Memo

May 26, 2022

SUBJECT: Consider Approval of Monthly Financial Statements for April 2022

### Recommendation

Staff recommends the Board approve the monthly financial statements for April 2022.

### Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports for the period ending April 30, 2022, include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Budget Report. These reports provide a comparison of year-to-date budget vs. actual as of the current month.

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

Provides the Board a review of the agency's financial position and performance to budget.

### Financial Impact

The following are major variances between year-to-date budget and year-to-date actuals, which are annotated on the Statement of Change in Net Position.

- Note A:** Passenger Revenues – YTD favorable by \$109k due primarily to A-train and GoZone ridership of 391k which was 51% higher than budgeted ridership of 258k (\$74k increased revenue).

		YTD FY22 Actual Ridership	YTD FY22 Budgeted Ridership	% Variance, Actual to Budget	YTD FY21 Actual Ridership	% Variance, Actual to Prior Yr
Total Rail Ridership		101,147	89,277	13%	57,605	76%
Connect		86,019	105,373	-18%	121,308	-29%
Access & Zone Service	(A)	12,071	11,807	2%	11,274	7%
GoZone		290,046	169,370	71%	-	N/A
Frisco	(B)	3,482	2,439	43%	1,311	166%
Collin County Transit (CCT)	(B)	3,371	9,398	-64%	5,898	-43%
North Texas Xpress	(C)	1,145	264	334%	2,633	-57%
University of North Texas	(D)	678,827	1,009,574	-33%	178,895	279%
Special Movements	(D)	412	-	N/A	-	N/A
Total Bus Ridership		1,075,373	1,308,225	-18%	321,319	235%
Vanpool	(D)	128,087	-	N/A	121,742	5%
Total System Ridership		1,304,607	1,397,502	-7%	500,666	161%

(A) FY21 ridership includes Lewisville Lakeway On-Demand and Downtown Denton Transit Center (DDTC) Evening On-Demand which ended September 6, 2021.

(B) Includes Demand Response service and Taxi service.

(C) FY21 ridership includes North Texas Xpress operated jointly with Trinity Metro through September 6, 2021. Beginning September 7, 2021, DCTA operates an abbreviated portion of the route with two trips each weekday.

(D) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to present system-wide ridership.

- **Note B:** Contract Service Revenue – YTD unfavorable by \$158k primarily due to lower than budgeted revenue hours (\$133k decreased revenue) and billable fuel costs (\$34k decreased revenue). Average year to date pass-through fuel cost was \$3.01/gallon compared to budgeted \$3.00/gallon and usage of 62k gallons was 16% lower than budgeted usage of 73k gallons.
- **Note C:** Sales Tax Revenue – April sales tax revenue was not yet received as of month-end close and is accrued for the month based on budget. Sales tax generated in April will be received in June.
- **Note D:** Federal/State Grant Revenues - Capital – YTD unfavorable by \$482k due to a timing difference as reimbursements for the Positive Train Control (PTC) project are delayed due to delayed project expenditures. Reimbursement will be requested as funds are expended.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
PTC Implementation & Enhancements	\$ 76,343	\$ 558,060	(\$ 481,717)
	<u>\$ 76,343</u>	<u>\$ 558,060</u>	<u>(\$ 481,717)</u>

- **Note E:** Federal/State Grant Revenues - Operating – YTD favorable by \$2.1 million due to reimbursement for operating assistance exceeding original budgeted amount.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 795,582	\$ 656,618	\$ 138,964
Rail Preventive Maintenance	1,973,636	1,972,516	1,120
Operating Assistance	9,245,682	7,274,921	1,970,761
ADA Assistance	276,354	274,180	2,174
Vanpool	123,962	123,962	-
	<u>\$ 12,415,216</u>	<u>\$ 10,302,197</u>	<u>\$ 2,113,019</u>

- **Note F:** Purchased Transportation Services Expense – YTD unfavorable by \$562k mainly due to higher than anticipated GoZone service costs. The FY22 YTD budget anticipated 77k GoZone service hours; actual YTD GoZone billed hours were 88k (\$437k increased expense). Additionally, DCTA incurred \$75k in customer service costs above the original budget amount.

## Exhibits

Exhibit 1(a): Monthly Financial Statements – April 2022

Exhibit 1(b): Capital Projects Budget Report – April 2022

Final Review:



Marisa Perry, CPA  
Chief Financial Officer/VP of Finance





## DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF APRIL 30, 2022

(UNAUDITED)

Description	Month Ended April 30, 2022			Year to Date April 30, 2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Revenue and Other Income</b>							
Passenger Revenues	\$ 84,408	\$ 57,225	\$ 27,183	\$ 492,578	\$ 383,097	\$ 109,481	\$ 642,579 <b>Note A</b>
Contract Service Revenues	351,391	321,018	30,373	2,186,381	2,344,046	(157,665)	4,043,386 <b>Note B</b>
Sales Tax Revenues	4,110,737	4,158,471	(47,734)	22,974,857	21,516,302	1,458,555	34,191,233 <b>Note C</b>
Federal/State Grants - Capital	2,686	558,060	(555,374)	76,343	558,060	(481,717)	4,689,516 <b>Note D</b>
Federal/State Grants - Operating	6,295,383	4,185,454	2,109,929	12,415,216	10,302,197	2,113,019	21,864,250 <b>Note E</b>
<b>Total Revenues and Other Income</b>	<u>10,844,606</u>	<u>9,280,228</u>	<u>1,564,378</u>	<u>38,145,375</u>	<u>35,103,702</u>	<u>3,041,673</u>	<u>65,430,964</u>
<b>Operating Expenses</b>							
Salary, Wages and Benefits	445,801	426,293	(19,508)	2,539,492	2,970,124	430,632	5,103,643
Outsourced Services and Charges	223,678	471,096	247,418	1,802,278	3,294,304	1,492,026	5,720,562
Materials and Supplies	256,210	207,563	(48,647)	1,283,530	1,734,871	451,341	2,780,594
Utilities	32,754	43,854	11,100	229,796	306,993	77,197	526,281
Insurance	69,888	141,412	71,524	569,596	998,993	429,397	1,706,052
Purchased Transportation Services	1,559,795	1,469,511	(90,284)	10,464,879	9,903,374	(561,505)	18,790,814 <b>Note F</b>
Employee Development	9,296	15,012	5,716	45,934	146,561	100,627	235,385
Leases and Rentals	11,445	11,648	203	81,499	81,276	(223)	139,772
Depreciation	941,517	945,196	3,679	6,614,217	6,626,032	11,815	11,349,464
<b>Total Operating Expenses</b>	<u>3,550,385</u>	<u>3,731,585</u>	<u>181,200</u>	<u>23,631,223</u>	<u>26,062,528</u>	<u>2,431,305</u>	<u>46,352,567</u>
<b>Income Before Non-Operating Revenues and Expenses</b>	7,294,221	5,548,643	1,745,578	14,514,152	9,041,174	5,472,978	19,078,397
<b>Non-Operating Revenues/(Expense)</b>							
Investment Income	18,162	1,000	17,162	(39,729)	7,000	(46,729)	12,000
Gain (Loss) on Disposal of Assets	-	-	-	(7,104)	-	(7,104)	-
Other Income/(Expense) - Miscellaneous	51,896	1,767,640	(1,715,744)	269,912	2,794,840	(2,524,928)	2,794,840
Long Term Debt Interest/Expense	(19,946)	(19,817)	(129)	(134,098)	(138,719)	4,621	(237,800)
<b>Total Non-Operating Revenues/(Expenses)</b>	<u>50,112</u>	<u>1,748,823</u>	<u>(1,698,711)</u>	<u>88,982</u>	<u>2,663,121</u>	<u>(2,574,139)</u>	<u>2,569,040</u>
<b>Income (Loss) before Transfers</b>	7,344,333	7,297,466	46,867	14,603,134	11,704,295	2,898,839	21,647,437
Transfers Out	(422,025)	(561,680)	139,655	(3,592,087)	(4,470,993)	878,906	(7,193,067)
<b>Total Transfers</b>	<u>(422,025)</u>	<u>(561,680)</u>	<u>139,655</u>	<u>(3,592,087)</u>	<u>(4,470,993)</u>	<u>878,906</u>	<u>(7,193,067)</u>
<b>Change in Net Position</b>	<u>\$ 6,922,308</u>	<u>\$ 6,735,786</u>	<u>\$ 186,522</u>	<u>\$ 11,011,048</u>	<u>\$ 7,233,302</u>	<u>\$ 3,777,746</u>	<u>\$ 14,454,370</u>



## DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION  
AS OF APRIL 30, 2022  
(UNAUDITED)

	April 30, 2022	March 31, 2022	Change
<b>Assets</b>			
<b>Current Assets</b>			
Cash & Cash Equivalents	\$ 68,101,594	\$ 67,697,393	\$ 404,201
Investments	13,021,178	13,021,178	-
Receivables	16,037,327	8,986,890	7,050,437
Prepaid Expenses	410,821	489,658	(78,838)
Inventory	723,774	717,988	5,786
<b>Total Current Assets</b>	<b>98,294,693</b>	<b>90,913,107</b>	<b>7,381,585</b>
<b>Non-Current Assets</b>			
Restricted Cash	679,949	679,859	89
Capital Assets:			
Land	17,394,147	17,394,147	-
Land Improvements	12,158,726	12,158,726	-
Machinery & Equipment	5,250,731	5,250,731	-
Vehicles	93,064,847	93,064,847	-
Computers & Software	1,791,431	1,791,431	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	4,053,674	3,849,272	204,402
Other Capital Assets, Net	251,986,070	251,986,070	-
Accumulated Depreciation	(102,899,666)	(101,958,149)	(941,517)
<b>Total Non-Current Assets</b>	<b>300,477,064</b>	<b>301,214,090</b>	<b>(737,026)</b>
<b>Total Assets</b>	<b>398,771,757</b>	<b>392,127,198</b>	<b>6,644,560</b>
<b>Deferred Outflow of Resources</b>			
Deferred Outflows Related to Pensions	421,130	421,130	-
<b>Total Deferred Outflow of Resources</b>	<b>421,130</b>	<b>421,130</b>	<b>-</b>
	<b>398,770,862</b>		
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable	-	190,094	(190,094)
Accrued Liabilities and Other	1,441,256	1,498,686	(57,429)
Unearned Revenues	2,794,114	2,844,284	(50,171)
Interest Payable	19,946	-	19,946
<b>Total Current Liabilities</b>	<b>4,255,316</b>	<b>4,533,064</b>	<b>(277,749)</b>
<b>Non-Current Liabilities</b>			
Rail Easement Payable	800,000	800,000	-
Bonds Payable	21,265,000	21,265,000	-
Net Pension Liability	65,492	65,492	-
<b>Total Non-Current Liabilities</b>	<b>22,130,492</b>	<b>22,130,492</b>	<b>-</b>
<b>Total Liabilities</b>	<b>26,385,808</b>	<b>26,663,556</b>	<b>(277,749)</b>
<b>Deferred Inflow of Resources</b>			
Deferred Inflows Related to Pensions	152,490	152,490	-
<b>Total Deferred Inflow of Resources</b>	<b>152,490</b>	<b>152,490</b>	<b>-</b>
<b>Net Position</b>			
Net Investment in Capital Assets	283,862,326	283,862,326	-
Unrestricted	77,781,216	77,781,216	-
Change in Net Position	11,011,048	4,088,739	<b>6,922,308</b>
<b>Total Net Position</b>	<b>\$ 372,654,590</b>	<b>\$ 365,732,281</b>	<b>\$ 6,922,308</b>



## NORTH TEXAS MOBILITY CORPORATION

## CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF APRIL 30, 2022

(UNAUDITED)

Description	Month Ended April 30, 2022			Year to Date April 30, 2022			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
<b>Operating Expenses</b>							
Salary, Wages and Benefits	\$ 373,273	\$ 512,411	\$ 139,138	\$ 3,291,557	\$ 4,119,264	\$ 827,707	\$ 6,590,242
Outsourced Services and Charges	41,446	37,325	(4,121)	278,071	265,481	(12,590)	452,892
Materials and Supplies	249	184	(65)	375	1,152	777	1,936
Insurance	6,982	7,635	653	17,135	51,181	34,046	89,337
Employee Development	75	4,125	4,050	4,948	33,915	28,967	58,660
<b>Total Operating Expenses</b>	<u>422,025</u>	<u>561,680</u>	<u>139,655</u>	<u>3,592,087</u>	<u>4,470,993</u>	<u>878,906</u>	<u>7,193,067</u>
<b>Income (Loss) before Transfers</b>	(422,025)	(561,680)	139,655	(3,592,087)	(4,470,993)	878,906	(7,193,067)
Transfers In	<u>422,025</u>	<u>561,680</u>	<u>(139,655)</u>	<u>3,592,087</u>	<u>4,470,993</u>	<u>(878,906)</u>	<u>7,193,067</u>
<b>Total Transfers</b>	<u>422,025</u>	<u>561,680</u>	<u>(139,655)</u>	<u>3,592,087</u>	<u>4,470,993</u>	<u>(878,906)</u>	<u>7,193,067</u>
<b>Change in Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



# NORTH TEXAS MOBILITY CORPORATION

## STATEMENT OF NET POSITION

AS OF APRIL 30, 2022

(UNAUDITED)

	April 30, 2022	March 31, 2022	Change
<b>Assets</b>			
Cash & Cash Equivalents	\$ 252,679	\$ 298,438	\$ (45,759)
Receivables	-	-	-
Prepaid Expenses	34,908	41,890	(6,982)
<b>Total Assets</b>	<u>287,587</u>	<u>340,328</u>	<u>(52,741)</u>
<b>Liabilities</b>			
Accounts Payable	-	86,625	(86,625)
Accrued Liabilities and Other	287,587	253,703	33,884
<b>Total Liabilities</b>	<u>287,587</u>	<u>340,328</u>	<u>(52,741)</u>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**CAPITAL PROJECTS BUDGET REPORT**  
AS OF APRIL 30, 2022

Capital Project Number/Name	Project Budget	April 2022 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of April 2022 Close)
<b>Construction Work in Progress</b>					
<b>G&amp;A Capital Projects</b>					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ -	\$ 2,617,009	\$ 634,981	80%
Total 10404 · Backup Infrastructure Upgrade	45,000	-	-	45,000	0%
Total 10702 · Transportation Reinvestment Program - FY21	100,000	-	52,473	47,527	52%
Close-Out to Operating Expense	(18,557)		(18,557)		
Net Remaining · Transportation Reinvestment Program - FY21	81,444	-	33,916	47,527	
Total 10702.1 · Transportation Reinvestment Program FY21 - Denton	3,424,946	-	5,682	3,419,264	0%
Close-Out to Operating Expense	(5,173)		(5,173)		
Net Remaining · Transportation Reinvestment Program FY21 - Denton	3,419,773	-	509	3,419,264	
Total 10702.2 · Transportation Reinvestment Program FY21 - Highland Village	379,591	-	2,358	377,233	1%
Close-Out to Operating Expense	(2,358)		(2,358)		
Net Remaining · Transportation Reinvestment Program FY21 - Highland Village	377,233	-	-	377,233	
Total 10702.3 · Transportation Reinvestment Program FY21 - Lewisville	3,837,597	-	3,987	3,833,610	0%
Close-Out to Operating Expense	(3,710)		(3,710)		
Net Remaining · Transportation Reinvestment Program FY21 - Lewisville	3,833,887	-	278	3,833,610	
Total 10703 · Transportation Reinvestment Program - FY22	100,000	-	-	100,000	0%
Total 10703.1 · Transportation Reinvestment Program FY22 - Denton	4,263,151	-	-	4,263,151	0%
Total 10703.2 · Transportation Reinvestment Program FY22 - Highland Village	450,500	-	-	450,500	0%
Total 10703.3 · Transportation Reinvestment Program FY22 - Lewisville	5,019,354	-	-	5,019,354	0%
<b>Total G&amp;A Capital Projects</b>	<b>20,842,332</b>	<b>-</b>	<b>2,651,711</b>	<b>18,190,620</b>	<b>13%</b>
<b>Bus Capital Projects</b>					
Total 50307 · Major Maintenance - Bus 2022	179,530	-	-	179,530	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50412 · Bus OMF Network Video Recorder	26,000	-	-	26,000	0%
Total 50413 · DDTC Rail Fiber Extension	125,000	-	-	125,000	0%
<b>Total Bus Capital Projects</b>	<b>930,530</b>	<b>-</b>	<b>-</b>	<b>930,530</b>	<b>0%</b>
<b>Rail Capital Projects</b>					
Total 61302 · Joint Rail Operations Facility (JROF)	2,794,840	49,559	49,559	2,745,281	2%
Total 61406.1 · Positive Train Control Implementation	16,720,141	6,223	16,124,220	595,921	96%
Close-Out to Capitalized Assets	(16,022,566)	-	(16,022,566)		
Net Remaining · Positive Train Control Implementation	697,575	6,223	101,654	595,921	
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	148,180	4,851,820	3%
Total 61605 · Brownfield Remediation	420,000	9,039	412,646	7,354	98%
Close-Out to Operating Expenses	(366,448)	-	(366,448)		
Net Remaining · Brownfield Remediation	53,552	9,039	46,198	7,354	
Total 61723.1 · Canopy Repairs 2021	486,127	-	175,476	310,651	36%
Close-Out to Operating Expenses	(65,055)	-	(65,055)		
Net Remaining · Canopy Repairs 2021	421,072	-	110,421	310,651	
Total 61724 · Major Maintenance-Rail 2022	1,836,442	139,582	945,952	890,490	52%
<b>Total Rail Capital Projects</b>	<b>10,803,481</b>	<b>204,402</b>	<b>1,401,963</b>	<b>9,401,518</b>	<b>13%</b>
<b>Total Construction Work in Progress</b>	<b>\$ 32,576,342</b>	<b>\$ 204,402</b>	<b>\$ 4,053,674</b>	<b>\$ 28,522,668</b>	<b>12%</b>

## Board of Directors Memo

May 26, 2022

**SUBJECT:** Consider Ratification of an Agreement with MidAmerican Energy to purchase electrical power at a rate of \$0.07611 per kilowatt hour (kWh) over a 60-month contract term

### Recommendation

Staff recommends the Board ratify the Agreement with MidAmerican Energy Services, LLC, to purchase electrical power at a rate of \$0.07611 per kilowatt hour over a 60-month contract term.

### Background

In November 2017, the Denton County Transportation Authority (DCTA) executed an agreement with MidAmerican Energy Services, LLC, to provide electrical services, commencing in March 2018, to facilities along with rail crossings, lights, and bungalows along the rail corridor, comprising 39 locations. The facilities located in Denton are served by Denton Municipal and are not included. Our current contract will expire on June 2, 2022.

Staff made a presentation on the alternatives, including the potential to leverage Green Energy Sources. Staff identified in the briefing that market pricing as of March 16th was within an approximate range of \$0.05 - \$0.07 per kWh and that the green energy cost was approximately an additional \$0.005 per kWh. The Board provided direction to *“authorize the Interim Chief Executive Officer (CEO) to negotiate a rate for Electric Utility Services and enter into an agreement for such service at DCTA facilities including the premium for green energy.”* Staff compared pricing from multiple sources and determined MidAmerican Energy Services, LLC, provided the best value to DCTA.

Per the Board’s approval on April 28, 2022, Interim CEO, Paul Cristina, entered into an agreement on May 3, 2022, to lock in the rate of \$0.07611 per kWh for a period of sixty (60) months. The new Agreement will become effective June 3, 2022, through June 2, 2027. The new kWh pricing includes the purchase of Renewable Energy Credits (REC), ensuring that the energy utilized by DCTA is derived from wind energy.

The incremental cost of Green Energy is approximately 7%. RECs verify exclusive use of the renewable electricity within an electricity market by the REC purchaser, when paired with electricity drawn from that electricity market. Retail purchasers of RECs are using and receiving the benefits of that renewable electricity.<sup>1</sup> It also provides DCTA public recognition on the Green Power Partnership’s website. This recognition solidifies DCTA’s sustainability allegiance to our member and non-member cities. This equates to a reduction in the overall carbon footprint emitted by DCTA. This commitment further demonstrates DCTA’s dedication to social responsibility and sustainability efforts.

Footnote:

1 - [Green-e Energy Long Renewable Energy Certificate \(REC\) Disclosure | Green-e](#)

### Previous Board Activity & Action

- 3/24/2022 Board Approved Interim CEO, Paul Cristina, to negotiate a rate for Electric Utility Services that included a green energy component to purchasing RECs and enter into an agreement for such service for various DCTA facilities.



### Identified Need

Electricity is required to operate DCTA facilities including rail crossings, lights, signal switches, and technology located along the rail corridor.

### Financial Impact

The agreement will be for a 60-month period, based on the commodity pricing from May 3, 2022. The agreement will commence June 3, 2022 and be in effect through June 2, 2027. Total costs are determined based on actual consumption and funds are allocated in annual operating budgets.

Expiring rate per kWh: \$0.03932

New base rate per kWh: \$0.07132

Green Energy REC: \$0.00479

New rate total per kWh: \$0.07611

### Exhibits

Exhibit 1: MidAmerican Energy Contract

Exhibit 2: EPA Green Power Partnership Agreement

Exhibit 3: REC Certificate

Submitted By:   
Brandy Hazel, Manager of Contracts & Procurement

Final Review:   
Athena Forrester, AVP of Regulatory Compliance

**CONFIDENTIAL****RETAIL ELECTRIC SUPPLIER AGREEMENT**

This Retail Electric Supplier Agreement is entered into by MidAmerican Energy Company ("MidAmerican") and Denton County Transportation Authority ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Electric Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

**CONDITIONS OF AGREEMENT.** This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the parties from time to time as evidenced by separate Schedules, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of electricity. The parties agree that the laws of the state in which Customer is incorporated govern this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.** The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

**CUSTOMER RESPONSIBILITIES.** Customer agrees to purchase and receive from MidAmerican 100% of its electric energy supply and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any or all properties or accounts listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting Customer enrollments to the electric distribution company or local Delivery Company ("Delivery Company") and/or moving any of Customer's properties on or off Delivery Company's applicable tariffs, to permit Customer to receive the electric energy at its properties.

**MIDAMERICAN RESPONSIBILITIES.** Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's electric energy supply and applicable related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver electric energy, including amounts for associated transmission and distribution losses as defined by the delivery and/or transmission tariffs ("Line Loss"), to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of electric energy to Customer's properties.

**TERM.** The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement or any related Schedules. Early termination of any Schedules shall constitute an Event of Default and any applicable settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement.

**ENERGY DELIVERY.** Title to electric energy will pass from MidAmerican to Customer at the Customer's meter(s) (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and delivery and/or transmission tariffs, as amended from time to time.

**BILLING AND PAYMENT.** Customer will be billed monthly for all electric energy and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges. Customer will pay each bill in full by the due date on the bill. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. In the event Customer disputes any portion of an invoice billing, Customer shall pay the undisputed portion of the bill no later than the due date and give notice in writing to MidAmerican of such dispute and the reasons therefore prior to the due date for payment. The parties shall negotiate in good faith to resolve such dispute. If it is determined the Customer owes any portion of the disputed amount, Customer shall immediately pay such amount upon resolution thereof. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

**EVENTS OF DEFAULT; REMEDIES.** For the purposes of this Agreement; the Events of Default are defined as follows: (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) the removal of any or all properties or accounts listed on such Schedules; (v) fails to provide financial security to the other party within two (2) business days of the other party's demand, when such demand is based on the other party's reasonable good faith belief that the ability of the defaulting party to perform its obligations under this Agreement is materially impaired; or (vi) fails to perform any other material obligation imposed upon it by this Agreement. In the Event of Default, the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which



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it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall include, but not be limited to reservation fees, reasonable attorneys' fees, and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the nominal value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within ten (10) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

**FAILURE OF DELIVERY.** MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company or transmission provider to provide delivery services or properly perform and/or timely process any Customer enrollments or transmission requests.

**NO CONSEQUENTIAL DAMAGES.** In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

**INDEMNIFICATION.** To the extent allowed by law, each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

**FORCE MAJEURE.** If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within ten (10) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented,

including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide Delivery Services, inability of the transmission operator to provide transmission services or the curtailment of transmission service or the breakage, accident or failure of transmission and/or distribution facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all electric energy supply and related services delivered to and consumed at its properties.

**WARRANTIES.** MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**FINANCIAL RESPONSIBILITY.** Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

**ASSIGNMENT.** Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

**CONFIDENTIALITY.** This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law and the Texas Public Information Act. If customer receives a public information request for this Agreement, Customer shall provide written notice to MidAmerican within ten business days of receiving such request. MidAmerican shall assume all responsibility for asserting their objection to the release of the Agreement by submitting written arguments to the attorney general that one or more exceptions apply. If the attorney general, through written decision, determines that this Agreement or portions thereof are to be released, Customer shall have no liability for the release of the information and Customer shall be permitted to release the information.

**GOVERNING LAW.** This entire agreement is performable in Denton County and the venue for any action related directly or indirectly, to this Agreement shall be in Denton County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

**SEVERABILITY.** If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

**NON-WAIVER.** Either party's failure at any time to require strict performance by the other party of any provision of this

Contract Number: 30624

**CONFIDENTIAL**

Agreement will not waive a party's right to demand strict compliance at any other time.

**RECORDED CONVERSATIONS.** Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer

service quality and pricing terms. Unless a party expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

**AGREEMENT NOTICES.** All written notices required by this Retail Electric Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	Denton County Transportation Authority
Attention to:	James C. Cline, Jr.
Title:	President
Address:	PO Box 96
City, State, Zip:	Lewisville TX 75067
Phone No:	972-221-4600
Fax No:	972-221-4601
E-mail address:	procurement@data.net

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Electric Supplier Agreement.

**MidAmerican Energy Company**

By: J. P. Kelleher  
 Printed Name: Jack Kelleher  
 Title: V.P. Unregulated Retail Services  
 Dated: MAR 02 2015

**Denton County Transportation Authority**

By: James C. Cline, Jr.  
 Printed Name: James C. Cline, Jr.  
 Title: President  
 Dated: 20 February 2015



**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**

**DATE: May 03, 2022**

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican dated February 20, 2015 (the "Retail Electric Supplier Agreement"), identified as contract number 30624. The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on May 03, 2022 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company (Transmission Distribution Service Provider) specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Customer acknowledges that any conflict between the Retail Electric Supplier Agreement, and Customer's request for proposal, pricing or solicitation documents, will be resolved in favor of the Retail Electric Supplier Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

If Customer is a governmental entity as defined in the Prompt Payment Act (PPA), Texas Government Code, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), it is Customer's responsibility to inform MidAmerican of this status so that the PPA protections can be applied. Government entities are eligible for billing, payment and dispute provisions as described in the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

If the aggregate demand at all of Customer's commercial Facility(ies) is greater than fifty (50) kW, Customer understands that by signing this Agreement Customer is agreeing to materially different customer protections than those specified by the Customer Protection Rules (Subchapter R) of the Public Utility Commission of Texas Substantive Rules. These rules can be found at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>. This agreement identifies the specific protections to which the Customer is agreeing, which include the protections as outlined in these sections of the Customer Protection Rules of the Public Utility Commission: 25.495 (relating to Unauthorized Change of Retail Electric Provider), 25.481 (relating to Unauthorized Charges) and 25.485(a)-(b) (relating to Customer Access and Complaint Handling).

**LIST OF CUSTOMER'S PROPERTIES**

Customer Name Appearing on Bill	Electric Service Identifier (ESI ID)	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720000307558	2525 BLANTON DR UNIT D CARROLLTON, TX 75006	Oncor	06/03/2022	06/10/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008328592	3290 CORINTH PKWY SGNL CORINTH, TX 76208	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008693431	1707 W FRANKFORD RD RAIL CARROLLTON, TX 75007	Oncor	06/03/2022	06/10/2027

**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**

DATE: May 03, 2022

## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Electric Service Identifier (ESI ID)	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814331	1596 W TRINITY MILLS RD BLDG DART CARROLLTON, TX 75006	Oncor	06/03/2022	06/10/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814424	206 CARLISLE DR LAKE DALLAS, TX 75065	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814517	101 BETCHAN ST RAIL LAKE DALLAS, TX 75065	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814548	203 W HUNDLEY DR LAKE DALLAS, TX 75065	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814579	202 W OVERLY DR LAKE DALLAS, TX 75065	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814610	299 SWISHER RD LAKE DALLAS, TX 75065	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814641	116 BURL ST SGNL CORINTH, TX 76208	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814672	4301 DUBBS RD SGNL CORINTH, TX 76208	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814703	2101 QUAIL RUN DR SGNL CORINTH, TX 76208	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814765	3001 WALTON DR CORINTH, TX 76208	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814827	309 S SHADY SHORES DR LAKE DALLAS, TX 75065	Oncor	06/14/2022	06/21/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008814889	6000 S STEMMONS FWY HICKORY CREEK, TX 75065	Oncor	06/13/2022	06/18/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10443720008833551	2600 W SHADY SHORES RD SGNL CORINTH, TX 76208	Oncor	06/15/2022	06/22/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - APR	10400511024460001	617 E MAIN ST LEWISVILLE, TX 75057-4051	Texas New Mexico Power Co.	06/06/2022	06/04/2027

ID: 539740

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Contract Number 30624

MES-RESASCH1E-RPE-REC-MES 11/6/2020

Offer: 325062

PUCT No. 10233



**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**

DATE: May 03, 2022

## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Electric Service Identifier (ESI ID)	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
DENTON COUNTY TRANSPORTATION AUTHORITY - MAY	10400511042230001	2998 N STEMMONS FWY LEWISVILLE, TX 75077-1724	Texas New Mexico Power Co.	06/03/2022	06/02/2027
LLC MERICAL SE FN WATERS RIDGE	10400514035190001	1955 LAKEWAY DR STE 260 STE 260 LEWISVILLE, TX 75057-6440	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - NOV	10400514960590001	590 RAILROAD ST LEWISVILLE, TX 75057-9999	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - MAR	10400514984890001	400 RAILROAD ST LEWISVILLE, TX 75057-4148	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - NOV	10400514984900001	1300 RAILROAD ST LEWISVILLE, TX 75057-4805	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - NOV	10400514984910001	1580 RAILROAD ST LEWISVILLE, TX 75057-9999	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - NOV	10400515001390001	952 LAKESIDE CIR LEWISVILLE, TX 75057-5056	Texas New Mexico Power Co.	06/24/2022	06/24/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - JAN	10400515022690001	500 JONES ST LEWISVILLE, TX 75057-2616	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - JAN	10400515022700001	1100 N COWAN AVE LEWISVILLE, TX 75057-2639	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - JAN	10400515022710001	820 N KEALY ST LEWISVILLE, TX 75057-3136	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - JAN	10400515022720001	1720 RAILROAD ST LEWISVILLE, TX 75057-9999	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - APR	10400515038290001	595 N RAILROAD ST LEWISVILLE, TX 75057-2148	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - MAR	10400515093790001	2340 N STEMMONS FWY UNIT A UNIT A LEWISVILLE, TX 75077-9999	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - MAR	10400515098890001	1140 RAILROAD ST LEWISVILLE, TX 75057-9999	Texas New Mexico Power Co.	06/03/2022	06/02/2027

**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**

DATE: May 03, 2022

## LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Electric Service Identifier (ESI ID)	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
DENTON COUNTY TRANSPORTATION AUTHORITY - MAR	10400515098900001	750A BCTA RAILROAD ST LEWISVILLE, TX 75057-9999	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - MAR	10400515098910001	1600 N MILL ST LEWISVILLE, TX 75057-2329	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - APR	10400515132490001	AA-900 NADCTA RAILROAD LEWISVILLE, TX 75057-9999	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - APR	10400515132500001	2330A NTTA TRACK LEWISVILLE, TX 75057-3102	Texas New Mexico Power Co.	06/24/2022	06/24/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - APR	10400515139990001	2260 N STEMMONS FWY UNIT A UNIT A LEWISVILLE, TX 75077-8759	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY - APR	10400515140000001	2300 N STEMMONS FWY UNIT A UNIT A LEWISVILLE, TX 75077-1724	Texas New Mexico Power Co.	06/06/2022	06/04/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10400515288190001	640 E HWY 121 LEWISVILLE, TX 75057-4737	Texas New Mexico Power Co.	06/03/2022	06/02/2027
DENTON COUNTY TRANSPORTATION AUTHORITY	10400516357420001	2938A N STEMMONS FWY LEWISVILLE, TX 75077-1724	Texas New Mexico Power Co.	06/06/2022	06/04/2027

**SCHEDULE A**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**

DATE: May 03, 2022

**PLEASE SELECT APPLICABLE BILLING OPTIONS:****Summary Billing**☐

Consolidates individual invoices with **five** or more accounts into one monthly statement for commercial customers.  
 (Complete Mailing Address below)

**Mailing Address**☐

If this option is selected, all invoices will be mailed to the Billing Address listed below versus the service locations.

Company Name:	DCTA
Attention to:	Accounts Payable
Title:	
Address:	PO Box 96
City, State, Zip:	LEWISVILLE, TX 75067
Phone No:	(972) 221-4600
Fax No:	(972) 221-4601
Email Address:	

**Paperless Invoice**☒

An email notification is sent when the invoice is ready to view at the MidAmerican Energy Services website. (Email Address Required)

Email Address: [accountspayable@dcta.net](mailto:accountspayable@dcta.net)

**Tax Exemption**☐

If one or more of the accounts listed on this schedule is tax exempt from the Sales and Use Tax. (Tax Exemption Certificate Required, send to [TaxExemptionsCSRetail@midamericanenergyservices.com](mailto:TaxExemptionsCSRetail@midamericanenergyservices.com) or attach with signed contract)

**NOTICES.** All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

<b>For MidAmerican Energy Services, LLC</b>	
Company Name:	MidAmerican Energy Services, LLC
Attention to:	Electric Contract Administration
Address:	4124 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(563) 333-8563
E-mail address:	<a href="mailto:ContractAdmin-Electric@midamericanenergyservices.com">ContractAdmin-Electric@midamericanenergyservices.com</a>

<b>For Customer</b>	
Company Name:	Denton County Transportation Authority
Attention to:	Paul Cristina
Title:	Interim CEO
Address:	1955 Lakeway Dr Ste 260 PO Box 96
City, State, Zip:	LEWISVILLE, TX 75057-6440
Phone No:	(972) 221-4600
Fax No:	(972) 221-4601
E-mail address:	<a href="mailto:procurement@data.net">procurement@data.net</a>

**SCHEDULE B**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**  
**ENERGY SERVICES - GENERATION/INDEX SUPPLY PRICE**

**DATE:** May 03, 2022

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B or Customer elects option to convert the Variable Price to a Fixed Price. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

**INTERVAL ENERGY USAGE** shall be defined as all metered electric energy in kWh consumed each interval at the Customer's properties, as reported by the Delivery Company, and which shall not be adjusted for transmission and distribution losses. For billing purposes, Interval Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Interval Energy Usage for non-interval meters, if any, will be added to interval usage recorded by Customer's interval meters to determine total Interval Energy Usage at the Customer's properties. MidAmerican may estimate Interval Energy Usage in the event of metering equipment malfunctions, based on the Delivery Company information available. MidAmerican does not warrant the accuracy of Delivery Company meter reads. Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") and will be applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties as listed on Schedule A.

**PRICING PERIOD.** The time period set forth below in the Pricing Period ("Pricing Period") corresponds to the Customer's meter reads of the Estimated Start Date and Estimated End Date, as listed on Schedule A.

**ON-PEAK/OFF-PEAK FIXED PRICE.** If Customer elects an On-Peak and Off-Peak Fixed Price, On-peak hours shall be defined as the sixteen (16) hour period beginning with the hour ending 0700 and end with the hour ending 2200 Central Time Zone, Monday through Friday. Off-peak hours shall be all other hours other than those included in On-peak hours, and shall also include the holidays as defined by the North American Electric Reliability Council (NERC), "NERC Additional Off-Peak Holidays". On-peak and off-peak energy usage for Customer's non-interval meters, if any, will be determined by the applicable class profile or existing interval meters. MidAmerican may estimate on-peak and off-peak usage in the event of metering equipment malfunctions.

**FIXED PRICE.** If Customer does not elect an On-Peak/Off-Peak Fixed Price, the Fixed Price will be applied to all usage within the respective Pricing Period and is inclusive of congestion (including local, inter-zonal, and HUB to zone congestion charges).

**VARIABLE PRICE.** The Variable Price per kWh for Interval Energy Usage shall be the associated interval Day Ahead Settlement Point Prices (SPP) for the Load Zone applicable to the ESI ID(s) listed on Schedule A (in \$/kWh) and is inclusive of congestion (including local, inter-zonal, and HUB to zone congestion charges).

Pricing Period	On-Peak/Off-Peak Fixed Price (\$/kWh)		Fixed Price (\$/kWh)
	On-Peak	Off-Peak	
Jun 2022 - Jun 2027	N/A	N/A	\$0.07132

The Fixed Price and/or the Variable Price Adder includes costs associated with line loss based on applicable transmission and delivery tariff loss factors, renewable compliance costs, all charges assessed by ERCOT and Ancillary charges. Renewable compliance charges include, but are not limited to costs associated with renewable portfolio standards or all other environmental and renewable program compliance costs required by the Delivery Company, ERCOT, state or federal regulatory agencies. The term "Ancillary" means wholesale electric services, capacity, Regulation Up Service Charges, Regulation Down Service Charges, Responsive Reserve Service Charges, Non-Spinning Reserve Service Charges, Reliability Unit Commitment Charges and other costs required to facilitate delivery of electricity to Customer's Delivery Points.



**SCHEDULE B**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**  
**ENERGY SERVICES - GENERATION/INDEX SUPPLY PRICE**

**DATE: May 03, 2022**

**In addition to the Fixed and/or Variable Price in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice:**

- **Utility charges**, as assigned by the Delivery Company, are applicable to Customer's properties, including but not limited to monthly customer charges, facilities, meter or equipment charges, transition charges, transmission, nuclear decommissioning costs, public purpose program costs, environmental program compliance costs and riders. Customer will receive an invoice from MidAmerican for both MidAmerican and Utility charges.
- **Any applicable taxes plus Gross Receipts Reimbursement and PUC Assessment.**

Any future changes in the business practice or business protocols of the Delivery Company, RTO, or ISO; Ancillary charges or applicable Delivery charges or transmission tariffs that affect the items included in the applicable Fixed Price and/or Variable Price, as defined in this Schedule B, may be incorporated herein as a separate adjustment as of the effective date on which the change occurs or thereafter.

**CONVERSION TO FIXED PRICING.** Customer has the option to convert the Variable Price above to a Fixed Price at all the properties listed on Schedule A. To exercise this option, both parties must execute a revised Schedule B at least 10 days prior to Customer's earliest normal Delivery Company meter reading date for all properties. If the conversion to a Fixed Price is less than 100% of its Fixed Supply Volume at all of the properties listed on Schedule A, or if the conversion is only for a portion of any existing term, then the pricing and terms on any existing Schedule B shall remain in effect for all properties listed on Schedule A.

**CHANGE IN LAWS.** Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement. In the event of a change in law, either Party then has the right to terminate this Agreement upon 30 days advance written notice to the other Party and any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

**ON-SITE AND OFF-SITE GENERATION PROGRAMS.** MidAmerican will provide 100% of Customer's electric energy supply and related services for all locations listed on the schedules. Customer acknowledges that during the term of the Retail Electric Supplier Agreement and all effective schedules and addendums; Customer will notify MidAmerican of future intent to self-supply, generate, or produce electric energy which may include but is not limited to Customer's participation or utilization of baseload generation, community solar subscriptions, net metering, on-site renewable energy including wind, solar, and biomass, and power purchase agreements. Customer further acknowledges that Customer will be subject to a revised Agreement due to participation and MidAmerican will recover Losses and Costs associated with Customers actions which displaces contracted energy supply.

**Term:**

Customer's Term will begin on or after the account estimated start date listed on Schedule A, and unless earlier terminated as provided in the Agreement, will end on or after the account estimated end date listed on Schedule A.

**RENEWAL PROVISION (RP):** At the conclusion of the Term defined in this schedule or any Schedule, Customer price shall be defined under the Renewal Provision. Under the RP, Customer will pay the Variable Price plus an Adder. MidAmerican will include and Customer will pay the applicable additional line items depending on the service territory, including but not limited to Retail Services Charge, Line Loss charges, Transmission charges, Capacity charges, Ancillary charges and Delivery charges. The price defined herein shall remain in effect until terminated by either party with thirty (30) days written notice. The termination will be effective with Customer's first meter read following the receipt of notice to terminate. During this renewal period, Customer will have the right to change to a Fixed Price energy product.

**SCHEDULE B**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION**  
**AUTHORITY**  
**ENERGY SERVICES - GENERATION/INDEX SUPPLY PRICE**

DATE: May 03, 2022

**Texas HB 89 (where applicable):** By signing and entering into this Contract, MidAmerican Energy Services, LLC verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

These Schedules, the Retail Electric Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

**ELECTRONIC SIGNATURES**

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature, that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

**MidAmerican Energy Services, LLC**

By: Edward J McGreen  
Edward J McGreen (May 4, 2022 12:50 CDT)  
 Printed Name: Edward J McGreen  
 Title: President  
 Dated: May 4, 2022

**Denton County Transportation Authority**

By: Paul A Crismon  
 Printed Name: Paul A Crismon  
 Title: INTERIM CEO  
 Dated: 5/3/22

**Acknowledgement of Risk**

The following Acknowledgement of Risk is required under provisions of Texas House Bill 16 passed by the Texas Legislature in 2021 and incorporated by the Public Utility Commission of Texas into rule §25.499.

**I understand that my energy bill may include a separate assessment of ancillary service charges, which may cause my energy bill to be multiple times higher in a month in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges.**

**ELECTRONIC SIGNATURES**

In accordance with federal law, Customer may sign this Acknowledgement of Risk electronically, which has the same effect as a handwritten signature, by using the following process to create an electronic symbol. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing.

Denton County Transportation Authority

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**RENEWABLE ENERGY CREDIT PURCHASE SCHEDULE**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT OR SMALL COMMERCIAL**  
**ELECTRICITY SERVICE AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION AUTHORITY**

**DATE: May 03, 2022**

This Renewable Energy Credit Purchase Schedule is being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement or Small Commercial Electricity Service Agreement between Customer and MidAmerican dated February 23, 2015 (the "Supplier Agreement"), identified as contract number 30624. The pricing contained on this Renewable Energy Credit Purchase Schedule is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on May 03, 2022 only at MidAmerican's sole discretion.

This Schedule is applicable only for non-residential accounts identified in the Supplier Agreement. Notwithstanding anything to the contrary, any conflict between this Schedule and the Supplier Agreement will be resolved in favor of this Schedule.

**WHEREAS**, MidAmerican agrees to sell and Customer agrees to purchase and pay for, Renewable Energy Credits ("RECs") from the Renewable Resources and at the quantity and purchase price indicated in this Schedule.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

Green Percent (%)	Product Description	Renewable Resource(s)*	Purchase Price Allocated to 100% of actual usage (\$/kWh)	Coverage Period**	Estimated Customer Usage for the Coverage Period (kWh)
100.00%	MidAmerican's Renewable Energy Program	National Wind	\$0.00479	6/2022 - 6/2027	5,702,835

\*Various Renewable Resources indicates any renewable energy generating resource facilities located within the continental US or Canada that use a renewable fuel source mix (such as, but not limited to, wind, small hydro, solar or biomass) as fuel for the generation of energy.

\*\*The Coverage Period shall be as indicated above, subject to the effective dates of the Supplier Agreement and Paragraph 4 of this Schedule.

**1. Renewable Energy Credit (REC) Definition.**

a) The terms "Renewable Energy Certificates" or "RECs" as used herein refer to certificates, credits, or other similar transferable indicia, which represent certain environmental attributes, that are separate and distinct from the electric energy produced from a renewable energy resource. Such environmental attributes are recognized under Green-e® certification standards<sup>1</sup> existing on the Effective Date of this Schedule. One (1) REC represents the environmental attribute associated with one (1) MWh of energy produced from various renewable sources.

b) MidAmerican's Renewable Energy Program is a Renewable Energy Certificate (REC) product and does not contain electricity, which may be billed separately or by a separate company. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see <https://www.midamericanenergyservices.com/BusinessGovernment/Electric>.

<sup>1</sup> See generally, [http://www.green-e.org/getcert\\_re\\_stan.shtml](http://www.green-e.org/getcert_re_stan.shtml)



MidAmerican's Renewable Energy Program is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).

**RENEWABLE ENERGY CREDIT PURCHASE SCHEDULE**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT OR SMALL COMMERCIAL**  
**ELECTRICITY SERVICE AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION AUTHORITY**

DATE: May 03, 2022

2. **REC Transaction.**

(a) Customer shall be billed by its electric provider, MidAmerican Energy Services, LLC (“MidAmerican”), for RECs purchased under this Schedule on a monthly basis in accordance with MidAmerican’s regular billing cycles, based on Customer’s actual usage and at the Purchase Price per REC indicated in this Schedule. MidAmerican agrees to include the cost of Renewable Energy Credits purchased by Customer, if any, on the MidAmerican monthly invoice, and Customer will pay those costs by the due date on the applicable MidAmerican invoice, for the term of and in accordance with this Renewable Energy Credit Purchase Schedule.

(b) Within thirty (30) days of execution of this Schedule, MidAmerican will provide Customer with a “Welcome Kit” consisting of a welcome letter, content label, and *Certificate of Environmental Stewardship*.

(c) MidAmerican represents and warrants that it is selling the RECs purchased under this Schedule once and only once to Customer.

(d) To verify the transfer of RECs under this Schedule, MidAmerican will retire RECs on behalf of Customer. Consistent with Green-e® certification standards, these RECs will be generated in the calendar year of the coverage period, the first three months of the following calendar year, or the last 6 months of the prior calendar year.

(e) Seller will be responsible for taxes, if any, imposed on the creation, ownership, or transfer of RECs under this Schedule up to and including the time and place of transfer. Customer will be responsible for taxes, if any, imposed on the receipt or ownership of RECs after the time and place of transfer.

3. **Purchase Certificate; Marketing Claims.** Subject to advance written approval, Customer may claim in its public marketing and advertising that it has purchased the transferred RECs from MidAmerican. Upon written approval from Customer, MidAmerican may also announce and otherwise publicize that it has sold the RECs to Customer. Each party will obtain advance written approval of any use of the other party’s logo or other trademarks in any press release or other promotional material that describes this transaction.

4. **Term of Schedule.** The pricing and terms of this Schedule are subject to the execution of a Supplier Agreement (“RESA”) and related Schedules, between Customer and MidAmerican and this Schedule is valid only during the term of the applicable RESA Schedule B, unless otherwise agreed to by the parties in writing. Either party may terminate this Schedule upon thirty (30) days written notice to the other party. Notwithstanding anything contained herein which might be construed to the contrary, should this Schedule be terminated by Customer in accordance with this Paragraph 4, or should Customer and MidAmerican terminate any applicable RESA Schedule B between them, Customer’s obligations to pay for all outstanding amounts due for purchased RECs shall survive termination of either this Schedule or the RESA Schedule B between MidAmerican and Customer.



MidAmerican’s Renewable Energy Program is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).



**RENEWABLE ENERGY CREDIT PURCHASE SCHEDULE**  
**TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT OR SMALL COMMERCIAL**  
**ELECTRICITY SERVICE AGREEMENT**  
**BETWEEN MIDAMERICAN AND DENTON COUNTY TRANSPORTATION AUTHORITY**

DATE: May 03, 2022

This Schedule, the Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Supplier Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

**ELECTRONIC SIGNATURES**

In accordance with federal law, Customer may execute this Agreement electronically, binding the parties to the same degree as a handwritten signature, by using the following process to create an electronic symbol signifying an intent to be legally bound. Customer shall submit electronic signature into signature block with designation of the person's name, date and time of signing. This Agreement shall not be binding on either party until both parties have executed versions of the Agreement, either electronically or via wet signature, that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment.

MidAmerican Energy Services, LLC

By: Edward J McGreen  
Edward J McGreen (May 4, 2022 12:50 CDT)

Printed Name: Edward J McGreen

Title: President

Dated: May 4, 2022

Denton County Transportation Authority

By: Paul A Crismona

Printed Name: Paul A Crismona

Title: INTERIM CEO

Dated: 5/3/22



MidAmerican's Renewable Energy Program is Green-e\* Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).

# Partnership Agreement



**The EPA Green Power Partnership encourages the voluntary use of green power to reduce the risk of climate change. Partners benefit from the use of green power, while supporting the development of new, renewable energy in the United States. To learn more visit [www.epa.gov/greenpower](http://www.epa.gov/greenpower).**

By joining EPA's Green Power Partnership, Partners commit to:

- Use green power that meets or exceeds Partnership requirements.
- Report on green power use annually.
- Use the Green Power Partner mark in a manner that is consistent with Partner mark use guidelines, available at [www.epa.gov/greenpower/green-power-partner-mark-use-and-display-guidelines](http://www.epa.gov/greenpower/green-power-partner-mark-use-and-display-guidelines)

In return, EPA commits to:

- Provide public recognition.
- Provide procurement and communications assistance, as requested by Partner.
- Provide a brief description of the Partner's green power commitment on the Green Power Partnership website.

General Terms:

- Either party can terminate this agreement at any time without prior notification or penalties and with no further obligation. EPA will not comment publicly regarding the withdrawal of Partners.
- Partner agrees that the activities it undertakes connected with this voluntary agreement are not intended to provide services to the federal government and that the Partner will not seek compensation from a federal agency.
- Partner agrees that it will not claim or imply that its participation in the Green Power Partnership constitutes EPA approval or endorsement of anything other than its participation in the program and will not make statements or imply that EPA endorses the purchase or sale of the Partner's products and services or the views of the Partner organization.
- EPA may post and/or share information about the Partner's green power use publicly.
- EPA may periodically revise program benchmark levels or other eligibility requirements.

## Key Green Power Partnership Requirements

Your Organization's Electricity Use If your annual electricity use is...	Green Power Partner Requirements You must, at a minimum, use this much green power
≥ 100,000,001 kWh	7% of your use
10,000,001 - 100,000,000 kWh	10% of your use
1,000,001 - 10,000,000 kWh	25% of your use
100,000* - 1,000,000 kWh	50% of your use

\*Organizations that use more than 100,000 kWh are eligible for Partnership.

- Eligible green power includes electricity generated from solar, wind, geothermal, biogas, and certain forms of biomass and hydropower.
- Green power must be sourced from eligible U.S.-based generation facilities.
- Requirement can be met with any combination of green power products (i.e., utility product, RECs, or on-site generation).
- Partner purchases must be voluntary and incremental to the renewable electricity included in the standard electricity service.
- Requirements must be entirely met with power from "new" renewable facilities (i.e., installed within the last 15 years).
- Partners may join organization-wide (U.S. operations only), at the facility-level, or a logical aggregation of facilities less than organization-wide.

More details are available in the Partnership Requirements Document, [www.epa.gov/greenpower/requirements-green-power-partnership](http://www.epa.gov/greenpower/requirements-green-power-partnership)

## Authorizing Official:

On behalf of \_\_\_\_\_, the undersigned understands and agrees to the terms of the Partnership.  
(Name of organization or entity)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Primary Contact:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email (required): \_\_\_\_\_

## Public Relations Contact (optional):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Electricity and Green Power Information

Reporting Period: The electricity and green power information listed below covers the following 12-month period.

Reporting Period Start Date \_\_\_\_\_ Reporting Period End Date \_\_\_\_\_

Annual electricity use of participating entity: \_\_\_\_\_ kWh/year (must be > 100,000 kWh)

### Purchased Green Power

Green power purchase: \_\_\_\_\_ kWh/year

#### Contract details

Start date: \_\_\_\_\_ End date (if applicable): \_\_\_\_\_

#### Green power resource mix

% biogas      % biomass      % geothermal  
% small hydro      % solar      % wind

#### Product certification (third party):

☐ Green-e    ☐ Not certified    ☐ Other

If other, by whom?

Name of green power provider(s):

Green power product name(s):

### On-site Use of Green Power

Green power generation: \_\_\_\_\_ kWh/year\*

Resource type: ☐ biogas    ☐ biomass    ☐ geothermal  
☐ small hydro    ☐ solar    ☐ wind

Was the on-site unit installed in the last 15 years? ☐ Yes    ☐ No

Installed capacity: \_\_\_\_\_ kW

Location of on-site generation (ZIP code):

Installation ownership: ☐ self    ☐ other

If other, by whom?

\* EPA will only count as green power kWh generated from on-site installations for which the participating entity owns the rights to the renewable energy credits (RECs).

## Motivating factors behind your green power use (optional) (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Brand or product differentiation     | <input type="checkbox"/> EPA recognition           | <input type="checkbox"/> Reduce carbon footprint                     |
| <input type="checkbox"/> Cost stability or savings            | <input type="checkbox"/> LEED certification        | <input type="checkbox"/> Support economic development & job creation |
| <input type="checkbox"/> Demonstrate environmental leadership | <input type="checkbox"/> Meet sustainability goals | <input type="checkbox"/> Support renewable energy development        |
| <input type="checkbox"/> Other                                |  |  |

The government estimates the average time needed to fill out this form is 1.96 hours and welcomes suggestions for reducing this level of effort. Send comments (referencing OMB control number) to the Director, Collection Strategies Division, U.S. EPA (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460.

**PLEASE FAX PAGE 2 OF PARTNERSHIP AGREEMENT TO (617) 227-1025 (contractor in support of EPA) OR  
EMAIL TO [critchfield.james@epa.gov](mailto:critchfield.james@epa.gov) (must be signed and scanned).**



# Certificate of Renewable Energy

Presented by MidAmerican Energy Services, LLC to:

## DENTON COUNTY TRANSPORTATION AUTHORITY

For the purchase of:

5,702,835 Kilowatt Hours

National Wind

06/2022 – 06/2027

By purchasing renewable energy credits Denton County Transportation Authority is undertaking initiatives to promote the use of renewable energy sources, actively encouraging the development of environmentally friendly technologies and raising awareness as an environmental steward.



President

MidAmerican Energy Services, LLC



**Energy**  
CERTIFIED

## 2022 PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>

MidAmerican's Renewable Energy Program-National Wind is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [www.green-e.org/rec](http://www.green-e.org/rec).

MidAmerican's Renewable Energy Program-National Wind matches 100% of your electricity usage. In 2022, MidAmerican's Renewable Energy Program-National Wind will be made up of the following renewable resources.

Green-e® Energy Certified New <sup>2</sup> Renewables in MidAmerican's Renewable Energy Program-National Wind		Generation Location
-Wind	100%	National
<b>TOTAL</b>	<b>100%</b>	<b>National</b>

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years. This product includes generation from facilities that were approved for extended use under a strict set of criteria by Green-e® Energy and from facilities that qualify as repowered.

3. Eligible hydroelectric facilities are defined in the Green-e® Energy National Standard (<http://www.green-e.org/standard>) and include facilities certified by the Low Impact Hydropower Institute (LIHI) ([www.lowimpacthydro.org](http://www.lowimpacthydro.org)) or EcoLogo ([www.ecologo.org](http://www.ecologo.org)); and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.

For comparison, the current average mix of resources supplying the U.S. (2021) includes: Coal (21.8%), Nuclear (18.9%), Oil (0.5%), Natural Gas (38.3%), Hydroelectric (6.3%), Wind (9.2%), Biomass (1.3%), Solar (2.8%), Geothermal (0.4%) and Other (<1%). This resource mix was prepared in accordance with the U.S. Energy Information Administration, [www.eia.gov](http://www.eia.gov).

For specific information about this product, please contact:

MidAmerican Energy Services, LLC  
 PO Box 4290  
 Davenport, IA 52808-4290

800-432-8574

[Support@midamericanenergyservices.com](mailto:Support@midamericanenergyservices.com)  
[www.midamericanenergyservices.com](http://www.midamericanenergyservices.com)



MidAmerican's Renewable Energy Program is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).

EPA's

# Green Power Partnership

An Environmental Choice for Your Organization



The Green Power Partnership is a free, voluntary program of the U.S. Environmental Protection Agency (EPA) that assists organizations with procuring electricity generated from renewable resources and promoting their green power leadership.

## Why Join EPA's Green Power Partnership?

- **Credibility** — Joining the Partnership provides credibility to your green power purchase. It signifies that your organization's green power use meets nationally accepted standards supported by EPA.
- **Publicity and Recognition** — Partnership with EPA can help bring positive attention to your environmental and sustainability initiatives and differentiate your organization and brand from the competition (see sidebar for examples).
- **Communication Tools and Resources** — EPA can assist you in communicating the economic and environmental benefits of your green power use to stakeholders, including providing press release templates, social media suggestions, and quotes from EPA officials.
- **Network of Like-minded Organizations** — As a Green Power Partner, your organization is affiliated with other renewable energy market leaders including Fortune 500® companies, colleges & universities, and national retailers. Partners share their green power success stories and communications strategies in newsletters, emails, webinars, via social media, and at conferences.

## How Can My Organization Join EPA's Green Power Partnership?

To join, organizations procure green power at a level that meets or exceeds Partnership benchmarks (see below), sign a simple Partnership Agreement, and agree to update EPA on their green power use annually.

## Partnership Benchmarks

Your Organization's Electricity Use	Minimum Usage Requirements
If your annual electricity use is...	You must, at a minimum, use this much green power:
≥ 100,000,001 kWh	7% of your electricity use
10,000,001 – 100,000,000 kWh	10% of your electricity use
1,000,001 – 10,000,000 kWh	25% of your electricity use
100,000* – 1,000,000 kWh	50% of your electricity use

\*Organizations that use more than 100,000 kWhs are eligible for Partnership.

Join Now and Position Your Organization for the Future

[www.epa.gov/greenpower](http://www.epa.gov/greenpower)



Promoting Your Green Power Leadership



Identify yourself as a Green Power Partner by displaying the Partner mark (above) on websites, annual and CSR reports, and marketing materials.



Garner publicity, recognition, and EPA awards!





## Board of Directors Memo

May 26, 2022

**SUBJECT:** Consider Approval of an Extension of Contract with Swiftly Transitime and Insights for Automatic Vehicle Location Software in the amount of \$80,920 for one additional year

### Recommendation

Staff recommends the Board approve the extension of the software agreement for Swiftly Transitime and Insights modules for one additional year term in the amount of \$80,920.

### Background

Swiftly is a software platform that the Denton County Transportation Authority (DCTA) has used since 2018. It enables staff to instantly pinpoint where and when fixed route performance issues are occurring by visualizing and understanding system performance, including on-time performance, running times, historical vehicle speed heat maps, provides predictive "At Stop" arrival times for passengers using the "Transit" app, and provides vital information to Dispatchers when issuing Rider Alerts. DCTA currently has an agreement for multiple Swiftly modules including Real-Time Passenger Information Module, Live Map Module, Open Data APIs, a Passenger Facing Website, GPS Playback Module, On-Time Performance Module, Vehicle Speed Module, and the Runtime Module.

The existing contract for software services is scheduled to expire in June 2022.

### Previous Board Activity & Action

- December 13, 2018 Board Approved Additional Modules
- April 25, 2019 Board Approved Contract Renewal for the Additional Modules
- June 24, 2021 Board Approved Contract Renewal with all Modules Combined

### Identified Need

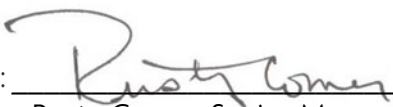
This is an extension of existing services. This software provides the real time vehicle data that feeds the passenger facing Transit App as well as providing invaluable insights into service performance for Bus Operations staff when projecting headways for each route thus allowing us to provide more accurate schedules for our passengers. The contract will cover the 70 DCTA vehicles (both revenue and non-revenue) for 1 year and can be scaled at the next renewal.

### Financial Impact

The cost of software services is \$80,920 annually. Extension of this contract can be accommodated within the approved FY '22 budget and will be included in future operating budgets as needed.

### Exhibits

Exhibit 1: Swiftly Order Form

Submitted By:   
Rusty Comer, Senior Manager of Mobility Services



# Swiftly Order Form

<b>Customer</b>	Denton County Transportation Authority (DCTA)
<b>Quote Date</b>	4/4/2022 – Pricing Valid for 65 Days
<b>Effective Date of Service</b>	6/1/2022
<b>Contract Term</b>	The exact service term (the 'Initial Term'): 12 Months (6/1/2022 - 5/31/2023).
<b>Renewal Term Pricing</b>	Renewal prices will be determined by Swiftly's then current prices and the agency's number of vehicles.
<b>Marketing Terms</b>	Willingness to work with Swiftly to develop a case study, mutually agreeable press release, and ability to use your agency as a reference (website, presentations, etc.).

Annual Fees			
PRODUCT	NUMBER OF VEHICLES	ANNUAL COST PER VEHICLE	TOTAL COST PER YEAR
<b>Swiftly Transitime</b>			
Real-Time Passenger Predictions Module:	70	\$578	\$40,460
Live Operations Module	70	Included	Included
<b>Swiftly Insights</b>			
GPS Playback Module	70	Included	Included
On-Time Performance Module	70	\$289	\$20,230
Run Times Module	70	\$289	\$20,230
Speed Map Module	70	\$289	\$20,230
<b>Discounts</b>			
Buy One Insights Module Get One Free	-	-	-\$20,230
<b>TOTAL ANNUAL COST</b>			<b>\$80,920</b>

\$0

## Swiftly Order Form (Signature Page)

**Payment Terms:** Due Net 30. Invoice sent separately. All fees are non-refundable and non-cancellable without Swiftly's written consent.

**SMS & Voice Limits:** Up to a combined 5,000 SMS and voice calls are included per month for US customers only. Each additional 5,000 combined SMS and voice calls per month costs \$125.

**Sales Tax:** If your agency is not tax exempt, sales tax may be added to this purchase order.

**Terms of Use:** By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Swiftly SaaS Terms of Service located at: <http://goswift.ly/saas-terms-of-service> (the "Swiftly Terms"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Swiftly Terms, the Swiftly Terms shall govern.

### Customer:

### Swiftly, Inc.

---

Signature

---

Signature

---

Name

---

**Rob Gaffney**

---

Name

---

Title

---

**CFO**

---

Title

---

Date

---

Date

---

Address

---

**2261 Market Street #4151  
San Francisco, CA 94114**

---

Address

---

Billing Contact Name

---

Billing Email

---

Billing Phone



## General Terms

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download any data from the modules you purchase.
- Every time we update the platform or launch a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download or re-install new software. Simply login and you'll see the new feature!

## Support Plan

- Access to a Customer Success Manager.
- We pride ourselves on having the best support team in the industry. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

## Technical Requirements

Swiftly's Dashboard:

- The core Swiftly dashboard is hosted in the cloud – you do not need to install or download any software.
- You can access the software from any computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

Onboard App:

- The Onboard App is an Android app that must be installed on an Android device.
- If you do not have an Android device, you may also use Swiftly's web-based Onboard App on iOS devices. This app is supported by most web browsers.
- Onboard App works on the latest versions of Android and iOS, and updates can be rolled out through the App Store
- Please contact your Account Executive for a list of supported devices and mobile browsers for Onboard App.



## Board of Directors Memo

May 26, 2022

**SUBJECT:** Consider Approval of First Amendment of Post-Closing Lease for the Burns Property located at 655 East Main Street, Lewisville, Texas

### Recommendation

Staff recommends the Board approve the First Amendment of Post-Closing Lease for the Burns Property lease for the period of October 1, 2022, to September 30, 2023, unless terminated earlier by the Seller, at the variable lease rate identified by the item.

### Background

The Denton County Transportation Authority (DCTA) signed a Purchase and Sale Agreement for a 2.5-acre parcel of land in the City of Lewisville, known as the Burns Property, on June 29, 2020. Upon the closing of the Sale on September 9, 2020, DCTA and the Seller executed a post-closing leaseback to enable the Seller to continue occupying the property until the Seller could find and develop a suitable site to accommodate their business. The initial term of the lease was two years, expiring on September 30, 2022. The Seller pays no monthly rent to DCTA, per the terms of the Purchase Agreement and Lease.

The Lease can be renewed with 60-day notice in advance of expiration for up to one year, or September 30, 2023. If extended, the lease calls for a \$14,000 monthly lease rate payable by the Seller to DCTA.

The Seller's Agent, Ryan, LLC, contacted DCTA to request a waiver of the \$14,000 per month lease rate in the event the lease extension is requested, citing COVID-related delays in constructing their new facility and an unexpected delay related to the extension of a natural gas utility service to the site. The letter is attached to this Memo as Exhibit 1.

After discussions with Staff, Ryan, LLC revised its request for modification of the lease rate in the third year of the lease. The revised offer of lease payment from the Seller to DCTA during the third year of the lease is as follows:

Dates	JBCC Lease Amount Due
October 1, 2022 through March 31, 2023	\$7,000
April 1, 2023 through June 30, 2023	\$10,500
July 1, 2023 through September 30, 2023	\$14,000

### Previous Board Activity

The Board received a briefing on this item in the February Board Meeting that took place on March 7, 2022. This item was subject of discussion in Executive Session at the April Board Meeting.

### Identified Need

Board approval of First Amendment of Post-Closing Lease.





**Exhibits**

Exhibit 1: Request for Rent Relief

Exhibit 2: First Amendment to Post-Closing Lease

Submitted By:

A handwritten signature in blue ink, reading "Paul A. Cristina", is written over a horizontal line.

Paul A. Cristina, Interim CEO



Three Galleria Tower  
13155 Noel Road  
Suite 100  
Dallas, TX 75240-5090  
Tel.: 972.934.0022  
Fax: 972.960.0613

February 24, 2022

**VIA ELECTRONIC MAIL**

ryan.com

Attn: Paul Cristina  
Deputy Chief Executive Officer  
Denton County Transportation Authority  
1955 Lakeway Drive, Suite 200  
Lewisville, Texas 75057

RE: DCTA Agreement – John Burns Construction Company

Dear Mr. Cristina:

In April 2019, Denton County Transportation Authority (“DCTA”) entered into a Purchase and Sale Agreement (“Purchase Agreement”) with John Burns Construction Company (“JBCC”) to acquire the Old Town Property (“the Property”) located at 655 E. Main Street, Lewisville, Texas for the proposed development of DCTA’s new headquarters, a multimodal transit center, additional private office space and other uses. This agreement was a three-way partnership with DCTA, City of Lewisville and John Burns Construction Company that was put in place to help DCTA expand and continue to support North Texas. As a provision of the Purchase Agreement, a no rental fee Post-Closing Lease (“the Lease”) was included for a period of two years from the Effective Date of the Purchase Agreement and ending on September 30, 2022. Additionally, the Lease has a one-year option to extend the lease term (“Optional Lease Term”) for a monthly fee of \$14,000.

Serving public utilities and private businesses in both rural and urban areas since 1906, JBCC is a family-owned construction business that specializes in site utility, electric duct bank, telecommunications, and gas distribution work. The company is currently in the process of constructing a new \$4.3MM headquarters facility located on Railroad Street in the City of Lewisville. What the partnership did not anticipate was COVID-19 and the impact to the supply chain. Due to the global supply chain crisis, JBCC has experienced significant delays with completing their HQ relocation on schedule. With each of Texas’ largest markets suffering from the unexpected consequences including material and labor shortages, increased building material costs and unforeseen delays in delivery, JBCC has weathered the storm better than others but has still faced unavoidable delays with their HQ project.

Outside of the COVID-19 pandemic, JBCC has also experienced challenges with the site. After the Purchase Agreement was executed and the location of the new headquarter facility was selected, JBCC encountered additional hurdles with extending the gas line from the intersection of TX-121 and Railroad St. to the new site. The gas line along with required infrastructure improvements to make the site feasible for their operations has resulted in significant unexpected costs.

As DCTA may recall, the intent was to make this move as seamless and easy as possible for JBCC in order to make the property available to DCTA. In light of these impacts and true partnership approach to this project, JBCC respectfully requests an extension of the no-rental provision into the existing third year in the event the company is forced to exercise the Optional Lease Term. John Burns is not requesting an extension to the length of the lease, only the payment commencement waiver. The company is a proud

member and corporate citizen of the Denton County community and greatly appreciates your consideration of this request. Please contact me directly at 817.602.4422 if you have any questions or need additional information. We look forward to continuing to work with DCTA in the coming years.

Respectfully,

*Reece Macdonald*

Reece Macdonald  
Taxpayer's Representative

cc: Mr. William J. O'Malley, John Burns Construction Company  
Mr. Maher Maso, Ryan, LLC

## FIRST AMENDMENT TO POST-CLOSING LEASE

This **First Amendment to Post-Closing Lease** ("**First Amendment**") is entered into by and between the **Denton County Transportation Authority** ("**Landlord**") and **655 E. Main Street, LLC** ("**Tenant**") as of the Effective Date.

**WHEREAS**, Landlord and Tenant entered into that certain *Post-Closing Lease* effective September 9, 2020 ("**the Lease**") relating to the lease by Landlord to Tenant of the following described property:

**Lot 1, Block A of Elm Fork Industrial Park, an Addition to the City of Lewisville, Texas, as recorded in Volume E, Page 202 of the Plat Records of Denton County, Texas ("the Property").**

**WHEREAS**, Landlord and Tenant find it is to their mutual benefit to further define the Lease Term and Optional Lease Term as set forth in the Lease;

**WHEREAS**, Landlord and Tenant find it is to their mutual benefit to amend Rent payable during the Optional Lease Term as set forth in the Lease;

**NOW THEREFORE**, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 1, "TERM" of the Lease is amended to read as follows:

**"1. TERM:** The term of this Lease commences on September 9, 2020 ("the Effective Date"), and terminates on September 30, 2022, ("the Lease Term") unless terminated earlier by reason of other provisions set forth herein."

2. Section 3, "OPTIONAL LEASE TERM; RENT" of the Lease is amended to read as follows:

**"3. OPTIONAL LEASE TERM; RENT**

(a) Tenant may extend the Lease Term for an additional period not to exceed a one-year period commencing on October 1, 2022, and ending not later than September 30, 2023, ("the Optional Lease Term"). In order to exercise its option to continue to lease the Property for all or any portion of the Optional Lease Term, Tenant shall deliver written notice to Landlord not later than sixty (60) days prior to the end of the Lease Term of its exercise of the option to continue to lease the Property. If Tenant desires the Lease to continue for a period less than the full Optional Lease Term allowed, such notice shall also contain the date Tenant intends to terminate this Lease and vacate the Property, which date must be the last day of a calendar month unless otherwise agreed by Landlord.

(b) During the Optional Lease Term, Tenant shall pay rent, according to the following schedule, to Landlord for the Property (the "Rent") for each month during the Optional Lease Term in which the Tenant continues to lease the Property:

<b>Optional Lease Term Month</b>	<b>Rent payable per month</b>
October 2022	\$7,000.00
November 2022	\$7,000.00
December 2022	\$7,000.00
January 2023	\$7,000.00
February 2023	\$7,000.00
March 2023	\$7,000.00
April 2023	\$10,500.00
May 2023	\$10,500.00
June 2023	\$10,500.00
July 2023	\$14,000.00
August 2023	\$14,000.00
September 2023	\$14,000.00

Rent shall be due on the first (1<sup>st</sup>) day of each calendar month during the Optional Lease Term. If an installment of Rent is not received by Landlord on or before the fifth (5<sup>th</sup>) day of the calendar month, Tenant shall also pay a late payment fee of \$500, which shall become immediately due and payable. Any amount of Rent or late payment fee which has not been paid to Landlord on or before the 30<sup>th</sup> day after which such payment was due shall bear interest at the rate of 12% per year or the maximum amount allowed by law, whichever is less. All Rent and other amounts due shall be paid and delivered to:

Denton County Transportation Authority  
Attn: Finance  
P.O. Box 96  
Lewisville, Texas 75057"

3. Except as provided in Paragraph 1 and 2, above, the provisions of the Lease remain in full force and effect without amendment.
4. This First Amendment shall be deemed effective on the date it is signed by the authorized representatives of Landlord and Tenant (the "**Effective Date**").

***[Signatures on Following Page]***

**SIGNED AND AGREED** this the \_\_\_\_\_ day of May, 2022.

**LANDLORD:**  
**DENTON COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Paul Cristina, Interim CEO

**SIGNED AND AGREED** this the \_\_\_\_\_ day of May, 2022.

**TENANT:**  
**655 E. MAIN STREET, LLC**

By: \_\_\_\_\_  
William J. O'Malley, President



## Board of Directors Memo

May 26, 2022

**SUBJECT:** Consider Approval of the Interim Chief Executive Officer (CEO) Employment Agreement

### Background

The Denton County Transportation Authority Board of Directors has appointed an Interim CEO to lead the agency while the Board searches for a person to fill the Chief Executive Officer position permanently.

The subject Agreement defines terms for compensation and vacation time over the course of the interim period.

### Previous Board Activity

The Board reviewed this item in Executive Session at the April Board meeting.

### Identified Need

Board Approval of the Employment Agreement with the Interim CEO.

### Financial Impact

Funding for this item can be accommodated within existing FY2022 budget.

### Exhibits

Exhibit 1: Interim CEO Employment Agreement

STATE OF TEXAS           §  
                                      §       **INTERIM EMPLOYMENT AGREEMENT**  
 COUNTY OF DENTON       §

This Interim Employment Agreement (the “Agreement”) is made by and between the Denton County Transportation Authority (“DCTA”) and Paul Cristina (“Interim CEO” or “Cristina”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**WITNESSETH:**

**WHEREAS**, DCTA Board of Directors (the “Board”) is engaged in a search to fill the position of Chief Executive Officer (“CEO”); and

**WHEREAS**, the Board appointed Cristina to serve as Interim Chief Executive Officer on March 24, 2022; and

**WHEREAS**, Cristina desires to act as Interim CEO during the Term of this Agreement and provide services as set forth herein; and

**WHEREAS**, the Board desires to compensate Cristina while he serves in the position of Interim CEO and provide backpay for the additional duties performed from March 15, 2022, through May 26, 2022; and

**WHEREAS**, nothing in this Agreement is intended to alter Cristina’s at-will status of employment with DCTA;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**Article I**  
**Duties**

1.1     The Board has appointed Cristina as to serve as Interim CEO and to perform the functions and duties of a Chief Executive Officer as prescribed by state law and the Board, and to perform such other duties and functions as the Board shall assign.

1.2     During the Term of this Agreement, Cristina shall maintain all professional licenses and certifications as required by state law for an individual serving as the DCTA Chief Executive Officer.



## **Article II Term**

2.1. Cristina shall serve as Interim CEO beginning March 15, 2022 (“Effective Date”) and shall serve in this capacity until such time as he is removed from the Interim CEO position by the Board.

2.2. This Agreement shall automatically terminate at the time Cristina is removed from the position of Interim CEO by the Board.

## **Article III Salary; Vacation**

3.1 Salary. The Board shall increase Cristina’s base salary as Deputy Chief Executive Officer by 10%, payable in installments at the same time that other employees of DCTA are paid. Cristina is an Exempt Employee as that term is defined in the Fair Labor Standards Act.

3.2 Backpay. DCTA shall pay Cristina backpay in the amount of Three Thousand Nine Hundred Sixty Dollars (\$3,960.00), less any applicable State and Federal withholdings.

3.3 Vacation. Cristina shall be allowed to carry over two (2) additional weeks of vacation from his position as Deputy Chief Executive Officer or be allowed to sell back the two (2) additional weeks at the Interim CEO compensation rate.

## **Article IV Notices**

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Board or Interim Chief Executive Officer as the case may be at the address set forth below:

### If Intended for DCTA:

Cesar Molina, Chair  
DCTA Board of Directors  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057  
Phone: (972) 221-4600

### With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If Intended for Cristina

Paul Cristina

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

### **Article V Entire Agreement**

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

### **Article VI Recitals**

The recitals to this Agreement are incorporated herein.

### **Article VII Governing Law**

This Agreement is governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State DCTA Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

### **Article VIII Amendment**

This Agreement may be amended by the mutual written agreement of the Parties.

### **Article IX Legal Construction**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Denton County Transportation Authority**

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

Approved as to Form

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., General Counsel  
(05-06-2022:TM 129453)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Paul Cristina**

By: \_\_\_\_\_  
Paul Cristina



## Board of Directors Regular Board Meeting Minutes

April 28, 2022 | 10:00 a.m.

The Board of Directors of the Denton County Transportation Authority (DCTA) convened the Regular Meeting of the Board of Directors with Chair Cesar Molina presiding on April 28, 2022, at 10:00am located at the DCTA Administrative Offices.

### Voting Members

Chair Cesar Molina, Denton County  
Vice-Chair TJ Gilmore, City of Lewisville  
Secretary Dianne Costa, City of Highland Village  
Board Member Andy Eads, Denton County  
Board Member Alison Maguire, City of Denton

### Alternates

Board Member Jody Gonzalez, Denton County  
Board Member Kristin Green, City of Lewisville  
Board Member Pat Smith, City of Denton  
Board Member Paul Stevens, City of Highland Village

### Non-Voting Members

Board Member Tom Winterburn, City of Corinth  
Board Member Dennie Franklin, City of Frisco  
Board Member Connie White, Small Cities  
Board Member Mark Miller, City of Flower Mound  
Board Member Joe Perez, City of The Colony

### Legal Counsel

Joe Gorfida, NJDHS

### INTERIM DCTA CEO

Paul Cristina

### CALL TO ORDER

Chair Molina called the meeting to order at 10:07am. All voting board members were present. The following alternate/non-voting board members were present: Jody Gonzalez, Kristin Green (departed at 3:04pm), Paul Stevens, Connie White and Tom Winterburn. Pat Smith participated virtually. The Board recessed at 12:18pm and reconvened at 12:47pm.

### INVOCATION

Secretary Costa provided the invocation.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the United States and Texas flags were conducted.

## INTRODUCTIONS

There were no introductions.

## PUBLIC COMMENT

The following individuals addressed the Board of Directors during this time.

Eva Grecco (virtual)

Kristine Bray (virtual)

## CONSENT AGENDA

1. Consider Award of Unarmed Uniformed Security Guard Services for Bus Operations Facility and Downtown Denton Transit Center

(packet pages 8-89)

*Action Item*

Backup Information: Memo

Exhibit 1: Solicitation 22-03

Exhibit 2: Vets Securing America Proposal

Exhibit 3: Evaluation Consensus Average

2. Consider and Approve Extension of Lease Agreement for the Administration Building

(packet pages 90-103)

*Action Item*

Backup Information: Memo

Exhibit 1: Third Amendment (proposed)

Exhibit 2: Second Amendment

Exhibit 3 First Amendment

3. Consider Approval of a Memorandum of Understanding (MOU) with Dallas Area Rapid Transit (DART) and Trinity Metro for Rail Liability Insurance Administration

(packet pages 104-110)

*Action Item*

Backup Information: Memo

Exhibit 1: Memorandum of Understanding

4. Consider approval of Regular Meeting Minutes dated March 7, 2022 and March 24, 2022

(packet pages 111-133)

*Action Item*

Backup Information: Exhibit 1: March 7, 2022 Minutes

Exhibit 2: March 24, 2022 Minutes

*Motion by Vice-Chair Gilmore with a second by Board Member Maguire to approve the Consent Agenda as presented. Motion passes 5-0.*

## REGULAR AGENDA

### 1. Discuss and Consider Approval of the 2022 Title VI Policy and Approve a Resolution Adopting the Program (packet pages 134-283)

#### Action Item

Presenters: Gibran Hadj-Chikh, Kittelson & Associates, Inc.  
Krista Purser, Kittelson & Associates, Inc.  
Athena Forrester, AVP Regulatory Compliance/DBE Liaison

Backup Information: Memo  
Exhibit 1: Resolution  
Exhibit 2: 2022 Title VI Program

Gibran Hadj-Chikh and Krista Purser from Kittleson & Associates presented the report highlighting the following:

- What is a Title VI Policy?
- Key Change: Less than 50 fixed route operating vehicles in peak season
- Next Steps: Submit to FTA by June 1, 2022

*Motion by Board Member Maguire with a second by Secretary Costa to approve Resolution R22-05 adopting the updated Title VI Program. Motion passes 5-0.*

### 2. Discuss Mobility Services Update (packet pages 284-285)

#### Discussion Item

Presenters: Javier Trilla, AVP Innovation and Information Technology  
Chris Newport, Accenture  
Ari Luks, Via  
George Brighten, Via

Backup Information: Memo

*Note: This discussion was combined with Regular Agenda #3. No Board action required for this item.*

### 3. Discuss and Consider Approval of Contract Amendment for Additional GoZone Service Hours and Consider Approval of a Resolution Approving Budget Revision 2022-10B (packet pages 286-308)

#### Action Item

Presenters: Javier Trilla, AVP Innovation and Information Technology  
Chris Newport, Accenture

Backup Information: Memo  
Exhibit 1: NTE Amendment and SLA Scenarios  
Exhibit 2: Amendment #6 – Additional GoZone Service Hours and SLA  
Exhibit 3: Draft Resolution with the following Exhibits:  
“A”: Option 1 - Budget Revision 2022-10A  
“B”: Option 1 - Change in Net Position (DCTA Only)

“B-1”: Option 1 - Change in Net Position (DCTA + NTMC Combined)

“C”: Option 2 – Budget Revision 2022-10B

“D”: Option 2 – Change in Net Position (DCTA Only)

“D-1”: Option 2 – Change in Net Position (DCTA + NTMC Combined)

*Note: This discussion was combined with Regular Agenda #2.*

Javier Trilla, AVP of Innovation and Information Technology; Chris Newport, Accenture; Ari Luks and George Brighten from Via, provided an update highlighting the following:

- GoZone Rider Support Volumes (September-March)
- Rider Support Performance and Overview
- Complaints Overview (Definition of Complaint, Volume (March 2022), Rides with Complaint)
- Top Complaint Types (Rider Issue with Fees/Charges, Rider Issue with App, Driver Behavior, Other)
- Via’s Approach to Driver Acquisition and Engagement (Screening, Training, Retention)
- Total Connect and GoZone Rides
- Total Rides and Driver Hours (September 2021-March 2022)
- Utilization and Rides (September 2021- March 2022)
- Aggregation (September 2021 – March 2022)
- Passengers Per Booking (September 2021 – March 2022)
- Ridership – Total Service Cost
- Seat Unavailable (%) and Driver Hours
- Average Proposed ETA (September 2021 – March 2022)
- Year 1 Budget and Operational Forecast
- Average Monthly Van Hours
- Proposed Service Level Agreements
- Expansion of Lewisville operating zone to include proposed expansions at no additional cost to DCTA
- Service Design – Approach
- State of the System (Transit Propensity Factor, High-Propensity Groups, Low-Propensity Groups)
- State of the System (Transit Propensity-Weighted Population Density)
- State of the System – Denton (Average monthly ridership, productivity of service)
- State of the System – Lewisville/Highland Village (Lewisville employer locations, ridership in Castle Hills and four (4) main clusters of ridership)
- Denton Connect Productivity Summary Table
- Denton GoZone Origin and Destination Analysis
- UNT Area
- Lewisville GoZone Origin and Destination Analysis
- Service Design – Preliminary Insights and Next Steps
- Assessing Impact of Fare Changes on Demand
- Fare Revenue Scenarios
- Single Ride Fare Concept
- Ride Pass Benefits



- Potential GoZone Ride Pass Structure
- Fixed Route “Fare Free” Policy Examples
- GoZone Service Hours – Investment Scenarios
- Proposed Service-Level Agreements

Board discussion regarding timeline for public dashboard (Board review and release to public), improvements to booking a ride by phone or app (Via to research numbers), training agents to redirect to the app, percentage of individuals who complete surveys, location of the call centers (Manila, El Salvador, Philippines and Salt Lake City), “Talk Desk” technology, clarification of complaints and a request to include data that includes complaints, driver/rider safety (i.e. instances where removal of driver is necessary, what disqualifies drivers in Texas, defensive driving courses, process of reporting allegations of unsafe driving), clarification of Connect numbers regarding UNT, clarification of the distribution of average wait times, “seat unavailability”, dealing with demand and growth of ridership, clarification of service level agreement (i.e. if not met), method of reporting (audit) to DCTA and Board, ridership decreasing projection assumptions (i.e. seasonal?), quality of service estimates and expectations, long-term versus short-term approach to service improvements, federal funding, current service levels, fare change decision timeline, and clarification of “pass value” fare capping/conversion in the future.

The following was requested by the Board:

- Receive a side-by-side comparison of driver safety accountability across transportation modes
- To take a proactive approach in driver/rider safety (since individuals are driving as a “profession” and not leisure) by providing a “refresher” driving course
- Review geographic detail for “seat unavailability” distribution
- DCTA staff to meet with Lewisville Planning staff to have discussions of cost impact regarding coverage for areas 5, 3 and 4
- Comprehensive data regarding customer complaints (i.e. include data received by DCTA)

*Motion by Board Member Eads with a second by Secretary Costa to approve Amendment No. 6 to Task Order No. 1 with River North Transit LLC (Via) to provide additional GoZone service hours through September 6, 2022, in accordance with Scenario/Option 2 in the amount of \$1,467,690 and Resolution R22-06 for Budget Revision 2022-10B. Motion passes 4-1. Board Member Maguire opposed.*

4. Discuss Public Involvement Plan as it Relates to Comprehensive Operations and Fare Structure Analysis and General Communications Plan Update  
([packet page 309](#))

*Discussion Item*

Presenter: Pamela Burns, Director of Public Involvement and Communications

Backup Information: Memo

Pamela Burns, Director of Public Involvement and Communications, provided the report highlighting the following:

- Budget and Contracts
- Department Services and Supplies Budget
- Advertising Spend Plan – FY 2022 (Print Ads, Digital Ads, Social Media)
- Consultants and Supplier Contracts
- GoZone Bus Stop Signage (Mock-up and Installation)
- Service and Fare Public Involvement Period Plan (Timeline, Listening, Advertising)
- Adjustment of service and fare decision to July Board Meeting – Enables additional public involvement.
- Employer Outreach (Top 10 Employers in Lewisville and Denton)
- Ridership Campaigns
- Regional Coordinator and Next Steps
- Communications Committee (Denton, Highland Village, Lewisville, Denton County)
- Stakeholders

Board discussion regarding “call number” being routed to same place, ADA compliance, “empty” trains, and timeline to reach out to employers once goals are set (will be discussed during Board Strategic Planning Work Session).

It was the consensus of the Board to move forward with repurposing bus stops and to adjust the service and fare decision to be discussed during the July Board meeting to enable additional public involvement. It was the request of the Board to have all public information materials sent to the Board for information.

*No Board action required at this time.*

5. Consider Ratification of a Task Order with Accenture LLC, to provide Human Resources Continuity Management Services  
(packet pages 310-317)

*Action Item*

Presenter: Paul Cristina, Interim CEO

Backup Information: Memo

Exhibit 1: Executed Task Order 5

Paul Cristina, Interim CEO, provide the report highlighting the following:

- Estimated Interim Staffing Budget Impacts (April 28, 2022)
- Staff vacancy savings could be offset by Finance and Accounting and Human Resources interim staffing costs within 90 days

Board discussion regarding vacant positions in the Finance Department.

*Motion by Secretary Costa and second by Board Member Maguire to ratify Task Order 5 with Accenture, LLC in the amount of \$50,000 for Human Resources Continuity Management Services. Motion passes 5-0.*

6. Discuss and Consider Approval of Financial Authority to Execute Task Order(s) with Accenture, LLC and Agreement(s) with Robert Half Account Temps for Interim Staffing Support Services  
([packet pages 318-319](#))

*Action Item*

Presenter: Paul Cristina, Interim CEO

Backup Information: Memo

Paul Cristina, Interim CEO, provided the report highlighting the following:

- Finance and Human Resources Organization
- Business Continuity Support – Status Update and Deliverable Samples
- Human Resources and Finance Permanent Hire Recruiting
- Human Resources and Finance Process Flow – Accenture/DCTA Staffing
- ERP Alternative Selection: Workstream Update
- Conceptual Interim Staffing Timeline
- Interim Staffing Budget Impacts and Financial Plan

Board discussion regarding clarification of Accounting Temp 1 (temporary to permanent hire), concerns with new leadership and the installation of a new ERP system simultaneously, funding sources, and the workload/staff balance due to new automated system.

***Motion by Board Member Eads with a second by Secretary Costa to approve for expenditure not to exceed \$236,250 to execute Task Order(s) with Accenture, LLC and Agreement(s) with Robert Half Associates for Interim/Temporary Staffing Support Services for the Human Resources and Finance Departments. Motion passes 5-0.***

7. Discuss Transformation Initiative and Agency Staffing  
([packet page 320](#))

*Discussion Item*

Presenter: Chris Newport, Accenture

Backup Information: Memo

Chris Newport, Accenture, provided the report highlighting the following:

- Organizational Design Levers (Simplification/Elimination, Intelligent Automation, Organization Optimization, Operating Model Alignment, Capability Development)
- Organization Staffing: Pre-COVID to March 2022
- DCTA Capability Improvement Priority Heat Map
- Finance and Accounting-related Manual Activities
- DCTA Organization and Management Structure – Current DCTA Only
- DCTA Organization and Management Structure – Retained Employees Only (March 2022)
- DCTA Organization and Management Structure – with NTMC and RGPC
- DCTA Organization and Management Structure – Bus & Rail Operations and Contractor/Consultant Contracts
- Organization Design and Suggested Areas of Focus
- DCTA Potential Realignment
- DCTA Potential Realignment and Roles

Board discussion regarding Via customer service, NTMC/RGPC staff reporting, NTMC (pros/cons of structure), Chief Safety Officer clarification of role, ERP position/function clarification, clarification of DIR vs FTE roles and discussion of the role of NTMC during the Board Strategic Planning Work Session on June 10, 2022.

*No Board action require at this time.*

8. Consider Award of a Task Order with Lockwood, Andrews, and Newnam (LAN) in the amount of \$138,022 for the A-train Enhancement Study

(packet pages 321-332)

Action Item

Presenter: Paul Cristina, Interim CEO

Backup Information: Memo

Exhibit 1: Statement of Work – A-train Enhancement Study

Paul Cristina, Interim CEO provided the report highlighting the following:

- A-train Value Objectives  
(1. Improve schedule and frequency for regional connectivity 2. Consider service extension to new station as Carrollton 3. Consider new station at Corinth)
- Current Opportunity: Anticipated timeline for DART investment in Trinity Mills – Downtown Carrollton segment could align with additional investment to extend A-train
- Define Capital Program Requirements per Objective
- Scope Summary
- Developing the Program
- Conceptual Timeline

Board discussion regarding Corinth and Carrollton.

*Motion by Board Member Eads with a second by Vice-Chair Gilmore to approve Task Order 13 with Lockwood, Andres, and Newman (LAN) in the amount of \$138,022 for the A-train Enhancement Study. Motion passes 5-0.*

9. Consider Approval of Monthly Financial Statements for March 2022 and Quarterly Reports for Q2 FY2022

(packet pages 333-360)

Action Item

Presenter: Marisa Perry, Chief Financial Officer/VP of Finance

Backup Information: Memo 1

Exhibit 1(a): Monthly Financial Statements – March 2022

Exhibit 1(b): Capital Projects Budget Report – March 2022

Memo 2

Exhibit 2: Quarterly Investment Report Q2 FY2022

Memo 3: Quarterly Grants Report Q2 FY2022

Marisa Perry, CFO/VP of Finance provided the report highlighting the following:

- Account Summary (Beginning value as of 12/31/21 and ending value as of 03/31/22)
- Allocation by Security Type
- Benchmark Comparison (March 31, 2022)
- Grant Activities

Ms. Perry also noted that staff is preparing for the Triennial Review that is tentatively scheduled for the week of May 30, 2022.

*Motion by Board Member Maguire with a second by Board Member Eads to approve the monthly financial statements for March 2022, the quarterly investment report for Q2 2022 and the quarterly grants report for Q2 2022. Motion passes 5-0.*

10. Consider and Approve a Third Amendment to the Interlocal Agreement (ILA) with Trinity Metro to Increase the Authorization Amount and Consider and Approve Task Order Increase with Lyft for Alliance

(packet pages 361-377)

Action Item

Presenter: Rusty Comer, Senior Manager of Mobility Services  
Backup Information: Memo  
Exhibit 1: Third Amendment to ILA with Trinity Metro  
Exhibit 2: Task Order #13.2 Lyft for Alliance Services

Athena Forrester, AVP/Regulatory Compliance/DBE, presented the report to the Board.

Board discussion regarding clarification that any expenditure with Lyft is being reimbursed at 100% with a 20% administrative fee.

*Motion by Vice-Chair Gilmore with a second by Secretary Costa to approve the Third Amendment to the Interlocal Agreement (ILA) with Trinity Metro and increase the authorization amount of the Task Order with Lyft to allow for continued services to the Alliance area for the remainder of the funds available from North Central Texas council of Governments (NCTCOG) in the amount of \$322,500 with \$268,750 of those funds earmarked for Task Order 13 with Lyft until January 31, 2023. Motion passes 5-0.*

11. Consider Approval of a Resolution Approving Budget Revision 2022-11

(packet pages 378-392)

Action Item

Presenter: Amanda Riddle, Senior Manager of Budget  
Backup Information: Memo  
Exhibit 1: Resolution with the following Exhibits:  
“A”: Budget Revision 2022-11  
“B”: Change in Net Position (DCTA Only)  
“B-1”: Change in Net Position (DCTA + NTMC Combined)  
Exhibit 2: Year-to-Date FY22 Budget Revisions

Marisa Perry, CFO/VP of Finance provided the report highlighting the following:

- Vanpool
- Trinity Metro/Alliance Lyft
- Joint Rail Operations and Maintenance Facility (JROF)
- General and Administrative Staffing
- NTMC COVID Leave and Vaccination Pay
- Sales Tax Revenue

Board discussion regarding funding for executive search and federal funds for COVID (what DCTA has received).

As this was Ms. Perry's last Board Meeting, the Board commended her dedication to DCTA and wished her success in her future endeavors.

*Motion by Board Member Maguire with a second by Secretary Costa to approve Resolution R22-07 authorizing Budget Revision 2022-11 for the FY 2022 Operating and Capital Budget. Motion passes 5-0.*

## 12. Federal Legislative Update

[\(packet page 393\)](#)

*Discussion Item*

Presenter: Chris Giglio, Capital Edge

Backup Information: Memo

Chris Giglio, Capital Edge and Brittney Farr, Director of Government Affairs, provided the reporting highlighting the following:

- Department of Transportation Budget – FY2022
- Infrastructure Bill Implementation
- Census (Census Bureau designating “urbanized areas”)
- Mask Mandate (CDC extended until May 3, 2022)

*No Board action required at this time.*

## 13. Discuss Local and Regional Transportation Updates and Legislative Issues

[\(packet pages N/A\)](#)

*Discussion Item*

Secretary Costa reported on the following:

- RTC – Unified Plan Work Program
- Northern Collin County Rider assistance Program – DART is not renewing agreement. North Central Texas Council of Governments (NCTCOG) will be reaching out to DCTA to see if any interest.
- April – Distracted Driving Awareness Month
- Mobility 2045 Update



Interim CEO Cristina reported on the following:

- Silver Line Project

## INFORMATIONAL REPORTS

### 1. Monthly Financial Reports

(packet pages 394-400)

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY22 Monthly Sales Tax Report  
Memo 2: Monthly Mobility-as-a-Service Update  
Memo 3: Budget Information

### 2. Monthly Ridership Reports

(packet pages 401-408)

Backup Information: Memo  
Exhibit 1: Ridership by Mode – February 2022  
Exhibit 2: A-train Year-Over-Year Ridership Comparison  
Exhibit 3: Connect and GoZone Ridership by Month and Year  
Exhibit 4: Fixed-Route Ridership – February 2022  
Exhibit 5: Connect Ridership Year-Over-Year by Month  
Exhibit 6: UNT Ridership Year-Over-Year by Month

### 3. Request for Proposal (RFP) Employee Benefits Broker/Consultant Services

(packet page 409)

Backup Information: Memo

### 4. Request for Proposal (RFP) Investment Advisory Services

(packet page 410)

Backup Information: Memo

*No Board action or questions regarding the Informational Reports.*

## FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

Staff will discuss proposed future agenda items. Board members may request an informational item or action item to be added to the next Board meeting agenda.

- Update on Bus Operations Outsourcing – Trinity Metro (Bus Operations Contract RFP)
- **Note:** If appropriate, CEO Weekly updates will be paused the week of Board Meetings. Any important/urgent information will still be provided to the Board if necessary.

## REPORT ON ITEMS OF COMMUNITY INTEREST



Pursuant to Texas Government Section 551.0415 the Board of Directors may report on following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming DCTA and Member City events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

*None noted.*

#### CONVENE EXECUTIVE SESSION

The Board may convene the Regular Board Meeting into Closed Executive Session for the following:

1. The Board of Directors will convene into Closed Executive Session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the employment and duties of the Interim Chief Executive Officer.
2. The Board of Directors will convene into Closed Executive Session pursuant to Section 551.072 of the Texas Government Code, Real Estate, Deliberation regarding real property – to deliberate the purchase, exchange, lease, or value of real property – 655 East Main Street, Lewisville, Texas.

The Board convened into Closed Executive Session at 4:33pm. The Board completed Closed Executive Session at 4:58pm.

#### RECONVENE OPEN SESSION

Reconvene and Take Necessary Action on Items Discussed during Executive Session.

The Board reconvened into Open Session at 4:58pm with no action taken.

#### ADJOURN

Chair Molina adjourned the meeting at 4:59pm.

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Cesar Molina, Board Chair

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Dianne Costa, Board Secretary

## Board of Directors Memo

May 26, 2022

SUBJECT: Discuss Mobility Services Update

### Recommendation

No Board action required at this time. This is an informational update.

### Background

This report on Mobility Services will serve as an update on the following topics:

- Mobility Services – Performance Updates
- Fixed Route Performance Dashboard Overview
- Comprehensive Operations Analysis
  - Service Analysis and Design
  - Fare Discussion – Public Involvement Feedback

### Previous Board Activity & Action

- **June 25, 2020** – Regular Agenda Item 3 – Mobility as a Service (MaaS) Task Order for Member City Services
- **July 31, 2020** – Specially Called Board Meeting – Transformation Initiative Workshop – Discussed as part of the future planning process
- **August 27, 2020** – Regular Agenda Item 8 – Discuss MaaS Task Order #2: On-Demand Service in Member Cities
- **September 24, 2020** – Regular Agenda Item 8 – Consider Approval of MaaS Task Order #2: On-Demand Services for Member Cities and Contracted Cities
- **November 12, 2020** – Regular Agenda Item 1 - Discuss Transformation Initiative Progress Report – Initial introduction of the Agency Priority Actions flowchart which included plans and estimated dates for the MaaS service plan
- **December 10, 2020** – Regular Agenda Item 6 - Discuss DCTA Priority Actions
- **January 28, 2021**
  - Regular Agenda Item 5 – Approval and Award of Mobility as a Service Contract
  - Joint Info Item 1 – DCTA Agency Priorities Update (memo and flowchart)
- **March 10, 2021** – Regular Agenda Item 7 – Review and Discuss MaaS Service Plan Update and Considerations
- **April 7, 2021**
  - Regular Agenda Item 1 – Presentation, Discussion and Approval of Via's Proposal #4
  - Regular Agenda Item 2 – Presentation and Discussion of Task Order with Via
- **May 27, 2021** – Regular Agenda Item 7 – Public Involvement Progress Report

- **June 24, 2021** – Regular Agenda Item 7 – Discuss GoZone Public Involvement Feedback and Potential Service Modifications to Proposed Plan
- **July 22, 2021** – Regular Agenda Item 4 - Discuss and Consider Approval of GoZone Service Plan for Launch on September 7, 2021
- **August 26, 2021** – Regular Agenda Item 6 - Update and Discussion of the September 7, 2021 GoZone Launch and Fixed Route Services
- **September 23, 2021** – Regular Agenda Item 3 - Update on Mobility Services, GoZone and Fixed Route
- **October 28, 2021** – Regular Agenda Item 6 – Provide a Report on GoZone Service Performance
- **December 2, 2021** – Regular Agenda Item 5 – GoZone Update
- **January 27, 2022** – Regular Agenda Item 6 – GoZone Update
- **March 7, 2022 (rescheduled February meeting)** – Regular Agenda Item 2 – Mobility Services Update
- **March 24, 2022** – Regular Agenda Item 2 – Mobility Services Update
- **April 28, 2022** – Regular Agenda Item 2 – Discuss Mobility Services Update

#### Financial Impact

N/A

#### Exhibits

N/A



Submitted By: \_\_\_\_\_  
Javier Trilla, AVP of Innovation and Information Technology



## Board of Directors Memo

May 26, 2022

SUBJECT: Marketing and Communications Monthly Update

### Recommendation

This is a discussion item only. No action is required.

### Background

Staff will provide an update on marketing and communications efforts. In addition, a request was made during the March 7, 2022, Board meeting for staff to present a monthly status report on the agency's communications program, including public outreach, communications, and marketing strategy.

### Previous Board Activity & Action

An update was provided to the Board during the April 28, 2022, Board Meeting.

### Identified Need

The purpose of this item is to provide the Board with an update on DCTA's communications and public involvement activities. The Board will have opportunity to engage in ongoing dialogue with staff as it relates to communications and public involvement.

Included in this item is a discussion of upcoming ridership campaigns and business engagement, and consultant support for marketing and communications review.

### Financial Impact

There is no financial impact for this item.

### Exhibits

None.

Submitted By:

Pamela Burns, Director of Public Involvement and Communications



## Board of Directors Memo

May 26, 2022

**SUBJECT:** Discuss Denton County Transportation Authority Chief Executive Officer (CEO) Search

### Recommendation

This is a discussion item only. No action is required.

### Background

The Board retained an executive search firm, K&A Partners, to lead its search for a new CEO to lead the agency. The process could require the Board to convene to review candidate profiles for interview and to conduct up to two interviews before making its selection.

This discussion item will enable staff to begin scheduling those events.

### Previous Board Activity & Action

The Board directed staff to retain the executive search firm in the March Board meeting.

### Identified Need

None.

### Financial Impact

None.

### Exhibits

None.

Submitted By:

A handwritten signature in blue ink, reading "Paul A. Cristina".

Paul A. Cristina, Interim CEO



## Board of Directors Memo

May 26, 2022

**SUBJECT:** Briefing on Denton County Transportation Authority (DCTA) New Member Policy

### Recommendation

This is a discussion item. No action is required.

### Background

The New Member Cities Admission Policy was passed by the DCTA Board of Directors in 2012. The policy governs how DCTA evaluates interest from other cities in Denton County wishing to participate in DCTA transportation services.

### Previous Board Activity & Action

There is no previous activity.

### Identified Need

This briefing item provides an overview of the existing New Member Cities Admission Policy in advance of further discussion at the upcoming Board Strategic Work Session on June 10, 2022.

### Financial Impact

There is no financial impact associated with this discussion item.

### Exhibits

Exhibit 1: DCTA New Member Policy

Submitted By:

A handwritten signature in black ink, appearing to read "BFarr", is written over a horizontal line.

Brittney Farr, Senior Director of Engagement and Administration



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**DENTON COUNTY  
TRANSPORTATION AUTHORITY  
NEW MEMBER POLICY**

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(rev. February 23, 2012)

## **New Member Cities Admission Policy**

### **A. Introduction**

The statutory charge and the desire of DCTA is to encourage the development and provision of transit services in and for Denton County. To achieve that goal, DCTA welcomes inquiries from all Denton County areas that may be interested in receiving DCTA transit services.

### **B. Background**

The Denton County Transportation Authority (DCTA) was created in 2001 by the Denton County Commissioners Court pursuant to House Bill 3323 (Acts 2001, 77th Leg., ch. 1186, §1, eff. Sept. 1, 2001), codified as Chapter 460, Tex. Transportation Code.

The formation of DCTA was confirmed by a countywide election on November 5, 2002 with a favorable vote of greater than 73%. A subsequent transit sales tax authorization election was held on September 13, 2003 and the municipalities of Denton, Highland Village, and Lewisville authorized the collection of a 1/2-cent transit sales and use tax for the benefit of DCTA and formed the initial service delivery area.

Since the initial service area was formed the Authority has established numerous transit services operating within and between the member cities and has completed the construction of a commuter rail line and has initiated A-train service to connect the member cities along the rail right of way to the Trinity Mills station on the DART Green Line.

DCTA recognizes that as Denton County and its cities continue to experience rapid population and employment growth, the transportation contingencies and mobility needs of our citizens will evolve. Because of the changing mobility needs, other cities in Denton County may wish to participate in the transportation services of DCTA in a fashion that meets their individual needs and the long-term regional transportation needs outlined in the Authority's Service Plan. As a result, DCTA has updated its New Member Cities Admission Policy in an effort to accommodate various levels of participation and funding.

### **C. Application for Full Membership**

This policy applies to the addition of any municipality that desires to become a full participating member of the DCTA through the adoption of the DCTA transit sales and use tax or a comparable dedicated, continuous funding source.

#### **1. Application for Full Membership Adjacent to Existing or Near-Term Fixed Guideway Corridor**

A municipality with municipal boundaries located within an appropriate proximity to a near-term fixed guideway prioritized in the Authority's Service Plan and programmed in the Authority's five year capital plan may become a DCTA member by:

- (1) The voter approval of the DCTA transit sales and use tax at an election called by the governing body of the municipality and the execution of an Interlocal Cooperation Agreement or dedication of a comparable dedicated, continuous funding source by the governing body comparable to the DCTA transit sales and use tax and the execution of an Interlocal Cooperation Agreement, and
- (2) Submission of Capital Payment Fees as established by the DCTA Board of Directors, pursuant to an Interlocal Cooperation agreement and, prior to the amendment of the DCTA Service Plan.

This payment, which is determined by the sole discretion of the DCTA Board of Directors, recognizes initial capital investments and contributions made by existing municipalities with full membership along the existing or near-term fixed guideway corridor and covers the full cost of any capital improvements related to the addition of the new member (i.e. new station, vehicle acquisition, etc). The estimated amount of the Capital Payment Fees shall be determined by DCTA and shall be provided to the municipality prior to such municipality calling the election to authorize the DCTA transit sales and use tax.

The Capital Payment Fees shall be calculated in accordance with the following:

- i. A pro-rata share of "Fixed Guideway Project Development Costs" incurred by DCTA members cities over the life of the project and may require full-payment of any additional capital investments required to accommodate service to the municipality.

## 2. Application for Full Membership Near a Future Fixed Guideway Corridor

A municipality with municipal boundaries located within an appropriate proximity of a potential fixed guideway identified in the Authority's Service Plan for future, long-term investment but not currently programmed in the Authority's five year capital plan may become a DCTA member by:

- (1) The voter approval of the DCTA transit sales and use tax at an election called by the governing body of the municipality and the execution of an Interlocal Cooperation Agreement or dedication of a comparable dedicated continuous funding source by the governing body comparable to the DCTA transit sales and use tax and the execution of an Interlocal Cooperation Agreement, and
- (2) Submission of proportional Capital Payment Fees to Authority's fund balance reserves as determined by the DCTA Board of Director's based on a percentage of the municipality's previous year's annual revenues.

## D. Preliminary Assessment of Transit Services and Funding Requirements

Upon receiving an official "Expression of Interest" for full-membership consisting of a Resolution adopted by the governing body of a municipality (the "Applicant") indicating the

desire to become a full-member of the DCTA, the DCTA shall perform a preliminary needs assessments to determine the scope and feasibility of providing transit service to the interested municipality and the applicant shall bear the full cost of said assessment.

The initial phase of planning shall be summarized in a Preliminary Assessment of transit services and funding requirements (Preliminary Assessment). The Preliminary Assessment shall include a determination of the scope and type of transit services that are feasible in the short term and an evaluation of longer term service needs in accordance with the DCTA Service Plan and DCTA's Capital Financial Plan. The Preliminary Assessment shall be based on input from the proposed service area, including its residents, and shall consider growth and development patterns, and projected transportation needs.

The results of this assessment will assist with the determination of the Fixed Guideway Development Costs to ensure capital and operational impacts of the new service area will be covered through the Capital Payment Fees plus any anticipated revenues. If a more detailed analysis or assessment is warranted, the applicant must bear the full cost of the additional analysis.

#### E. Proposed Amendment to Service Plan and Interlocal Cooperation Agreement

If the results of the Preliminary Assessment are approved by the DCTA Board; all requirements are met by the governing body of the Applicant; and, an amendment to the Service Plan is required; DCTA shall prepare a proposed Interlocal Cooperation Agreement and a proposed amendment to the DCTA Service Plan. The proposed amendment to the Service Plan shall: (i) describe the type, amount and forecasted timing of services that may be provided; and (ii) describe the short term services and facilities for the new territory to be served. An Interlocal Cooperation Agreement between the DCTA and the Applicant shall provide for the payment of any Capital Payment Fees or other charges to be paid by the Applicant; and shall describe the agreed amendment to the DCTA Service Plan. Any amendment to the DCTA Service Plan shall be subject to the following:

1. Any programmed capital projects for the proposed service area shall not impair or materially delay the schedule for capital projects planned in accordance with the DCTA Service Plan or Capital Improvement Plan.
2. All transit services planned for the proposed service area shall be qualified by the same system-wide planning processes and criteria governing transit services in the existing DCTA service delivery areas.
3. Any requested transit service necessitating material or significant capital investment or connecting to an existing material or significant capital investment shall require a Capital Payment Fee fully covering the cost of the material change and may require a pro-rata share in the capital costs of the existing infrastructure.
4. In addition, to any Capital Payment Fee, the municipalities contributing a comparable dedicated continuous funding source that is not originated from sales tax revenue must at its own cost develop and provide to DCTA a 10-year revenue model that projects the

anticipated revenue that will be directed to DCTA for capital, operational and maintenance needs. This 10-year revenue model may be subject to a third-party review and must illustrate that revenue generated from the comparable source is equivalent to sales-tax revenue for same period. Additionally, any financial risk or appropriation associated from this funding method will not be borne by DCTA, but will be the sole responsibility of the municipality.

5. . An agreement between DCTA and the interested entity outlining payment of capital, payment and operational fee and costs must be finalized prior to service implementation as outlined in the Interlocal Cooperation Agreement.

#### F. Election Requirement

To become a member of the DCTA through the adoption of the DCTA transit sales and use tax, the governing body of a municipality shall call an election to authorize the levy of the DCTA transit sales and use tax of one-half cent and submit the following proposition to the voters: *"Shall the Denton County Transportation Authority levy of a proposed tax, not to exceed one-half of one percent, be authorized."*

If a municipality chooses to become a member through a comparable, dedicated continuous funding source and that funding source requires the governing body of the municipality to call an election, the DCTA Board of Directors shall have the right to approve the election ballot proposition language.

The municipality shall, within 60 days after execution of the Interlocal Cooperation Agreement, call the election to be held on the next uniform election date allowed by law.

Subsequent to the last of the following to occur: (i) the voter authorization of the dedicated funding source; and (ii) the payment of the Capital Payment Fees pursuant to the Interlocal Cooperation Agreement, the DCTA shall amend the Service Plan consistent with the Interlocal Cooperation Agreement.

The Interlocal Cooperation Agreement shall be negotiated on a case-by-case basis. The Interlocal Cooperation Agreement shall be executed by the parties prior to the call for the election and shall provide for the payment of Capital Payment Fee to be paid by the municipality to the DCTA and shall describe the agreed amendment to the DCTA Service Plan, subject to voter approval of the authorization of the DCTA transit sales and use tax or other dedicated funding source.

#### G. Application for Associate Membership

This policy applies to the addition of any municipality or public or private entity that desires to become an associate member of the DCTA for long-range planning and limited transit service through an annual payment to DCTA. The annual provision of services by DCTA and the terms and conditions of the annual payment will be detailed through an Interlocal Cooperation Agreement between DCTA and the municipality or entity. This agreement will include terms and conditions for use of DCTA's existing capital assets and the purchase of future capital assets.

Additionally, the agreement will include considerations of the value of access to DCTA including its resources and expertise, the stability of the funding source for the provision of services, and the recovery by DCTA of the fully burdened cost of providing the service. The provision of these services shall not materially impact the provision of services in cities with full-membership, nor will it negatively impact any major capital projects underway or planned in the Authority's Service Plan. Associate members must become full-members before fixed capital investments will be made by DCTA within or near the municipality.

Associate members, may, at the discretion of the DCTA Board of Directors, participate on DCTA committees and subcommittees.

#### H. Contracting for Limited Transit Services

A municipality or other public or private entity may contract with the DCTA for a specific type of transit services through an Interlocal Cooperation Agreement which shall provide for: (1) the payment of Capital Payment Fees, if any; and (2) the agreed transit services and/or the amendment of the DCTA Service Plan, as appropriate. Additionally, the agreement will include considerations of the value of access to DCTA including its resources and expertise, the stability of the funding source for the contracted service, and the recovery by DCTA of the fully burdened cost of providing the service. The provision of these services shall not materially impact the provision of services in cities with full-membership, nor will it materially impact any major capital projects underway or planned in the Authority's Service Plan. Municipalities or entities receiving DCTA transit services under a contract shall not be eligible for enhanced voting privileges.

#### I. Programming of Transit Services

While DCTA may choose to study and identify transit needs outside of its participating cities for the purposes of long-range planning efforts and to support regional mobility, DCTA shall commence detailed programming of transit services upon the later: of (a) the canvas of the results of an election authorizing the DCTA transit sales tax for the use and benefit of DCTA or the dedication of comparable funding source; and (b) the effective date of an Interlocal Cooperation Agreement between DCTA and the municipality for payment of the Capital Payment Fees.

The programming of transit services will be detailed in the Authority's Service Plan which will be reviewed and updated a minimum of every five years.

#### J. Municipality participation through tax increment payments

1. DCTA may pursuant to the authority of Subchapter I, Chapter 460 Transportation Code enter into an agreement with a municipality to provide service in an area designated by the municipality (the "public transportation financing area") in exchange for the municipality payment of all or a portion of the tax increment (property and/or sales tax revenue from the designated area). This process is governed by Subchapter I of Chapter 460 and is limited to a municipality that has not adopted the DCTA sales and use tax and provided the adoption of the DCTA sales and use tax levy, when combined with the rates of all sales and use

taxes imposed by other political subdivisions in the municipality would exceed two (2) percent.

2. The designated area: (1) must have one or more transit facilities that include a structure provided for or on behalf of DCTA for embarkation on and disembarkation from public transportation services provided by DCTA, which may include a transit stop, transit shelter, transit garage, or transit terminal; (2) may include any territory located in the municipality's jurisdiction; and (3) must include an area one-half mile on either side of the proposed service route served by a structure under (1) above, to the extent that that area is included in the municipality's boundaries.
3. The tax increment from property and/or sales and use taxes from the designated area is used to pay to DCTA: (1) maintenance and operating expenses of providing services to the public transportation financing area, including compensation for expansion, improvement, rehabilitation, or enhancement amounts owed for previous years' maintenance and operating expenses for the public transportation financing area; (2) any capital cost incurred for the benefit of the public transportation financing area; (3) satisfy claims of holders of tax increment bonds, notes, or other obligations issued or incurred for projects or services that directly or indirectly benefit the public transportation financing area through the expansion, improvement, rehabilitation, or enhancement of transportation service by DCTA under the service plan; and (4) any capital recovery fee required by the DCTA.

#### K. Voting Privileges:

A new member contributing 1/2 cent sales and use tax or comparable dedicated continuous funding source shall assume enhanced Board of Director voting privileges as set forth in the then current DCTA bylaws (if eligible to appoint a director to the board pursuant to Chapter 460, Transportation Code) following effective date of the Interlocal Cooperation Agreement. Municipalities receiving DCTA transit services under a contract or through an Associate Membership shall not be eligible for enhanced voting privileges.

#### L. Update to New Member Policy

This New Member Cities Admission Policy may be reviewed and updated at any time by the DCTA Board of Directors.

#### M. Definitions:

- a. Capital Payment Fees shall mean the municipality or public or private entity's share of the capital costs of the additional services and/or a proportion of the capital costs associated with the existing transit investments from which the municipality is directly benefitting.
- b. Fixed Guideway Project Development Costs shall mean the sum of DCTA operating expenses plus capital expenditures for the fixed guideway project. Any pro-rata payments associated with the development costs shall be calculated based on the date when the fixed guideway was adopted into the Authority's five-year Capital Plan.
- c. Fiscal year shall mean a 12-month period at the end of which all accounts are completed in order to furnish a statement of the DCTA's financial condition or for tax purposes from October 1 through September 30,



- d. Near-term will be any fixed guideway project to be completed within five-years of the membership request and included in DCTA's five-year Capital Plan.
- e. Long-term will be any fixed guideway project included in the Authority's Service Plan but not programmed in the DCTA's five-year Capital Plan.
- f. Comparable funding source must be a dedicated continuous commitment allowable under state law that can be used for capital, operations and maintenance costs. This source cannot be subject to annual renewal and/or annual appropriation.

#### N. Conflicts

To the extent of any conflict between this Policy and Chapter 460 of the Texas Transportation Code, as amended, Chapter 460 of the Texas Transportation Code shall control.



## Board of Directors Memo

May 26, 2022

SUBJECT: Monthly Sales Tax Receipts

### Recommendation

This item is presented for informational purposes only. No action is required.

### Background

Sales tax represents the single largest source of revenue for DCTA at 50.93% of Fiscal Year 2022 budgeted revenues. The sales tax budget for FY22 is \$34,191,233. Because of its importance in funding of DCTA's ongoing operations, the Board adopted a Budget Contingency Plan that outlines the Agency's response when declines in sales tax hit a specific target.

In April, the Board approved a budget revision, capturing the additional sales tax revenue the agency had received through the month of April. The additional \$1,527,336 was accounted for in the April 2022 financials.

For the month of May, receipts were favorable compared to budget.

- Sales tax for sales generated in the month of March and received in May was \$3,486,379.
- This represents a decrease of 1.35% or \$47,734 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$117,239 or 3.48% higher.
- Member city collections for the month compared to prior year are as follows:
  - City of Lewisville down 0.57%
  - City of Denton up 10.15%
  - City of Highland Village up 2.61%

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

Provides the Board of Directors a monthly status on sales tax collections.

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

### Exhibits

Exhibit 1: FY22 Monthly Sales Tax Report

Submitted By:

Amanda Riddle, Senior Manager of Budget

Final Review:

Marisa Perry, CPA  
Chief Financial Officer/VP of Finance

## DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT  
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2021-2022 Adopted Budget	2021-2022 Revised Budget	2021-2022 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance <sup>(A)</sup>	Variance Actual to Revised Budget	CY Actual to CY Revised Budget % Variance <sup>(B)</sup>	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,032,911	\$ 3,032,911	\$ 2,925,241	\$ (107,670)	-3.55%	\$ (107,670)	-3.55%	\$ 2,944,573	\$ (19,333)	-0.66%
November	January	\$ 2,696,417	\$ 2,696,417	\$ 3,097,630	\$ 401,213	14.88%	\$ 401,213	14.88%	\$ 2,617,881	\$ 479,749	18.33%
December	February	\$ 3,457,647	\$ 3,457,647	\$ 3,771,295	\$ 313,648	9.07%	\$ 313,648	9.07%	\$ 3,356,939	\$ 414,356	12.34%
January	March	\$ 2,365,559	\$ 2,429,458	\$ 2,853,426	\$ 487,867	20.62%	\$ 423,968	17.45%	\$ 2,296,659	\$ 556,767	24.24%
February	April	\$ 2,143,386	\$ 2,207,285	\$ 2,703,463	\$ 560,077	26.13%	\$ 496,178	22.48%	\$ 2,080,957	\$ 622,506	29.91%
March	May	\$ 3,470,214	\$ 3,534,113	\$ 3,486,379	\$ 16,165	0.47%	\$ (47,734)	-1.35%	\$ 3,369,140	\$ 117,239	3.48%
April	June	\$ 2,567,236	\$ 4,158,471			0.00%		0.00%	\$ 2,839,395		0.00%
May	July	\$ 2,258,937	\$ 2,322,836			0.00%		0.00%	\$ 3,171,719		0.00%
June	August	\$ 2,663,784	\$ 2,727,683			0.00%		0.00%	\$ 3,583,080		0.00%
July	September	\$ 2,248,852	\$ 2,312,751			0.00%		0.00%	\$ 2,903,336		0.00%
August	October	\$ 2,471,690	\$ 2,535,589			0.00%		0.00%	\$ 2,878,254		0.00%
September	November	\$ 2,712,171	\$ 2,776,072			0.00%		0.00%	\$ 3,346,913		0.00%
YTD TOTAL		\$ 13,695,920	\$ 17,357,831	\$ 18,837,434	\$ 1,671,300	12.20%	\$ 1,479,603	8.52%	\$ 16,666,149	\$ 2,171,284	13.03%
FISCAL YEAR TOTAL		\$ 32,088,804	\$ 34,191,233						\$ 35,388,847		

<sup>(A)</sup> Formula: YTD Variance Actual to Original Budget/YTD Original Budget<sup>(B)</sup> Formula: YTD Variance Actual to Revised Budget/YTD Revised Budget

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

May 18, 2022

# DENTON COUNTY TRANSPORTATION AUTHORITY

MEMBER CITIES SALES TAX REPORT  
MONTH ALLOCATION IS RECEIVED FROM COMPTROLLER  
PREVIOUS YEAR COMPARISON

CITY OF LEWISVILLE						CITY OF HIGHLAND VILLAGE					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,348,633	\$ 4,067,980	\$ 719,347	21.48%	October	December	\$ 341,390	\$ 409,602	\$ 68,213	19.98%
November	January	\$ 3,755,579	\$ 4,446,756	\$ 691,177	18.40%	November	January	\$ 354,573	\$ 444,066	\$ 89,493	25.24%
December	February	\$ 4,903,701	\$ 5,140,124	\$ 236,424	4.82%	December	February	\$ 503,020	\$ 597,222	\$ 94,202	18.73%
January	March	\$ 3,072,003	\$ 4,004,884	\$ 932,882	30.37%	January	March	\$ 320,412	\$ 355,997	\$ 35,584	11.11%
February	April	\$ 2,971,403	\$ 3,429,615	\$ 458,213	15.42%	February	April	\$ 288,219	\$ 336,599	\$ 48,380	16.79%
March	May	\$ 4,956,466	\$ 4,928,216	\$ (28,250)	-0.57%	March	May	\$ 436,049	\$ 447,417	\$ 11,368	2.61%
April	June	\$ 3,990,693			0.00%	April	June	\$ 353,678			0.00%
May	July	\$ 6,076,775			0.00%	May	July	\$ 371,973			0.00%
June	August	\$ 5,447,446			0.00%	June	August	\$ 449,307			0.00%
July	September	\$ 4,010,507			0.00%	July	September	\$ 395,735			0.00%
August	October	\$ 3,945,754			0.00%	August	October	\$ 370,264			0.00%
September	November	\$ 4,735,921			0.00%	September	November	\$ 412,047			0.00%
YTD TOTAL		\$ 23,007,783	\$ 26,017,576	\$ 3,009,793	13.08%	YTD TOTAL		\$ 2,243,662	\$ 2,590,902	\$ 347,240	15.48%
FISCAL YEAR TOTAL		\$ 51,214,879				FISCAL YEAR TOTAL		\$ 4,596,666			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,174,573	\$ 3,676,801	\$ 502,228	15.82%
November	January	\$ 3,050,388	\$ 3,708,019	\$ 657,631	21.56%
December	February	\$ 4,149,443	\$ 5,123,779	\$ 974,336	23.48%
January	March	\$ 3,086,526	\$ 3,679,379	\$ 592,852	19.21%
February	April	\$ 2,606,494	\$ 3,844,879	\$ 1,238,385	47.51%
March	May	\$ 4,277,512	\$ 4,711,544	\$ 434,032	10.15%
April	June	\$ 3,557,513			0.00%
May	July	\$ 3,442,340			0.00%
June	August	\$ 4,173,943			0.00%
July	September	\$ 3,845,740			0.00%
August	October	\$ 3,749,030			0.00%
September	November	\$ 4,385,475			0.00%
YTD TOTAL		\$ 20,344,936	\$ 24,744,400	\$ 4,399,464	21.62%
FISCAL YEAR TOTAL		\$ 43,498,977			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
Prepared By: Denton County Transportation Authority Finance Department  
May 18, 2022

**ALL TRANSIT AGENCIES**  
MONTHLY SALES AND USE TAX COMPARISON SUMMARY

Transit Agency	Current Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payments YTD (Calendar)	Prior Year Payments YTD (Calendar)	% Change
Austin MTA	1.00%	\$ 34,350,742	\$ 28,128,619	22.12%	\$ 148,285,690	\$ 115,721,474	28.14%
Corpus Christi MTA	0.50%	\$ 3,477,123	\$ 3,747,604	-7.21%	\$ 15,700,896	\$ 14,469,100	8.51%
Dallas MTA	1.00%	\$ 73,196,435	\$ 61,406,198	19.20%	\$ 324,104,662	\$ 270,299,817	19.90%
Denton CTA	0.50%	\$ 3,486,379	\$ 3,369,140	3.47%	\$ 15,912,193	\$ 13,721,576	15.96%
El Paso CTD	0.50%	\$ 5,671,378	\$ 5,386,803	5.28%	\$ 26,101,146	\$ 22,485,200	16.08%
Fort Worth MTA	0.50%	\$ 10,344,886	\$ 8,772,174	17.92%	\$ 43,856,652	\$ 36,498,999	20.15%
Houston MTA	1.00%	\$ 90,419,031	\$ 80,065,877	12.93%	\$ 403,688,318	\$ 338,191,521	19.36%
Laredo CTD	0.25%	\$ 1,016,457	\$ 969,433	4.85%	\$ 4,606,884	\$ 3,889,121	18.45%
San Antonio ATD	0.25%	\$ 8,947,396	\$ 8,142,422	9.88%	\$ 38,348,808	\$ 32,232,299	18.97%
San Antonio MTA	0.50%	\$ 19,717,782	\$ 17,876,889	10.29%	\$ 84,935,199	\$ 71,237,366	19.22%
<b>TOTALS</b>		<b>\$ 250,627,611</b>	<b>\$ 217,865,159</b>	<b>15.04%</b>	<b>\$ 1,105,540,447</b>	<b>\$ 918,746,472</b>	<b>20.33%</b>

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 May 18, 2022

## Board of Directors Memo

May 26, 2022

SUBJECT: Monthly Mobility-as-a-Service Update

### Recommendation

For information only. No action required.

### Background

A Request for Proposals (RFP) was released on January 16, 2019, for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, contracted communities, partner organizations, as well as large employment centers and other areas as the need arises. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive and were evaluated by the evaluation team. The evaluation team rejected two proposals that scored less than seventy (70) points and recommended award to thirty-one (31) firms. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one firms and reduced the total annual contract value of \$2,400,000 to \$75,000 for all task orders issued under the master on-call contracts. One of the recommended firms will not execute a contract due to business operational changes; therefore, thirty (30) firms remain eligible for contract execution. As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities, and expenses.

To date, the following twenty-six contracts have been fully executed:

- |                             |                            |   |
|-----------------------------|----------------------------|---|
| • AJL International         | • Irving Holdings          | • RideCo                                |
| • Bird Rides                | • Iteris                   | • Rideshark Corporation                 |
| • Bubbl Investments, LLC.   | • Kapsch                   | • River North (Via)                     |
| • Dashboard Story dba DUET  | • Lyft                     | • Roundtrip                             |
| • DemandTrans Solutions     | • Moovel                   | • Routematch                            |
| • DoubleMap                 | • Moovit                   | • Spare Labs, Inc.                      |
| • Downtowner Holdings, LLC. | • MV Transportation        | • Spare Labs, Inc. (with First Transit) |
| • First Transit             | • Muve: Quebec, Inc.       | • Transdev North America                |
| • Ford Smart Mobility, LLC. | • Quebec, Inc. dba Transit |   |

The remaining four contracts, all with software companies (Passport, SeatsX, Token Transit and Transloc), have been placed on hold until a need arises to enter into a contract for software.

### Previous Board Activity & Action

Task Order #1 Lewisville Lakeway Zone and Denton Evening Zone was issued to Spare Labs, Inc. for Platform-as-a Service (Spare Platform). The task order was approved for award at the June 2020 Board meeting and was issued on 6/30/2020 for a not-to-exceed amount of \$50,000 per year with an initial term of two years and one two-year option to extend (total of 4 years). \$36,616 has been paid for this task order through September 2021. This service was replaced by the GoZone services on September 7, 2021.

Task Order #2 On-Demand Services in Member Cities and Contracted Cities was discussed at the June 2020 Board meeting and was presented at the September 2020 Board meeting to authorize negotiations with two firms. In January 2021, the Board approved and authorized staff to enter into a Task Order with River North (Via) to move forward with the recommendations and implementation of an On-Demand Service plan. In April 2021, the Board authorized a task order in the amount of \$33,520,691 for a period of four years, with a yearly breakdown presented below in the Financial Impact section.

Task Order #3 On-Demand Services for the McKinney Urban Transit District (MUTD) was requested by the City of McKinney. The City of McKinney has asked DCTA and DART, as a joint partnership, to provide on-demand services for the MUTD member cities. Services provided by DCTA to MUTD terminated on December 31, 2021. The DART Board of Directors approved an agreement with Spare Labs at its September 28<sup>th</sup> Board meeting. Spare Labs and DART began providing services to MUTD in January 2022.

### Identified Need

Provides the Board of Directors a monthly status on Mobility-as-a-Services Contracts

### Financial Impact

The breakdown of Task Order #2 with Via is included in the table below. As of April 30, 2022, \$141,600 was incurred toward up front hard costs. DCTA has also incurred for \$3,944,970 related to GoZone service hours. An amendment of \$74,900 was approved in September 2021 for scheduling and customer support; \$72,403 has been incurred on this project as of April 30, 2022. On March 16, 2022, an additional amendment was executed for \$242,200.00 for On Demand Mobility Services Scheduling and Customer Support until September 30, 2022. As of April 30, 2022, DCTA has incurred \$70,000 for Customer Support.

	Year 1	Year 2	Year 3	Year 4	
Up Front Hard Costs	\$ 238,000	\$ 10,500	\$ -	\$ -	
Base Service	4,068,910	5,512,341	5,623,176	5,735,345	
Phase I Add-Ons	1,266,455	1,629,446	1,662,208	1,695,365	
Phase II Add-Ons	1,405,426	1,527,013	1,557,716	1,588,790	
	\$ 6,978,791	\$ 8,679,300	\$ 8,843,100	\$ 9,019,500	\$ 33,520,691

### Exhibits

N/A

Submitted By:   
Brandy Hazel, Manager of Contracts & Procurement

Final Review:   
Athena Forrester, AVP of Regulatory Compliance





## Board of Directors Memo

May 26, 2022

SUBJECT: Budget Information

### Recommendation

This item is presented for informational purposes only. No action is required.

### Background

There were no budget transfers completed in the month of April to report.

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

Provides the Board of Directors a monthly status on any budget transfers completed.

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

### Exhibits

N/A

Submitted By:

Amanda Riddle  
Senior Manager of Budget

Final Review:

Marisa Perry, CPA  
Chief Financial Officer/VP of Finance

## Board of Directors Memo

May 26, 2022

SUBJECT: Monthly Ridership Reports

### Ridership Trends

Exhibits 1-6 provide an overview of total monthly ridership trends across all DCTA services—comparing FY19 against FY20, FY21 and FY22. These exhibits also enable a visual comparison of GoZone and fixed-route ridership reports by route and type of service.

The summary table below shows that April 2022 month-over-month bus trips increased 4.5% while ridership on GoZone and A-train were largely unchanged.

Unlinked Passenger Trips						
	2021	2022				April 2021- 2022 % Change
	April	February	March	April	Mar-Apr % Change	
Bus*	46,540	111,121	112,652	117,697	4.3%	152.9%
Rail	9,160	10,824	16,026	16,133	0.7%	76.1%
GoZone	n.a.	39,887	47,810	47,552	-0.5%	n.a.
TOTAL	55,700	161,832	176,488	181,382	2.7%	225.6%

\* UNT, Connect, Monsignor King, and the North Texas Express

The substantial ridership recovery from the COVID-19 pandemic continues with April 2022 bus ridership being more than twice that of April 2021 levels and recorded A-train boardings being about 76 percent above April 2021.

Finally, April 2022 A-train boardings were about 70 percent greater than overall monthly average A-train boardings (9,453) in FY21 as seen in the table below.

FY 21 A-train Monthly Average Passengers	9,453
April 2022 A-Train Passengers	16,133
<b>Percent Increase (Decrease)</b>	<b>70.7%</b>

**Exhibits**

Exhibit 1: Ridership by Mode – April 2022

Exhibit 2: A-train Year-Over-Year Ridership Comparison

Exhibit 3: Connect and GoZone Ridership by Month and Year

Exhibit 4: Fixed-Route Ridership – April 2022

Exhibit 5: Connect Ridership Year-Over-Year by Month

Exhibit 6: UNT Ridership Year-Over-Year by Month

Submitted By: \_\_\_\_\_  
Tim Palermo, Planning & Data Analytics ManagerFinal Review: \_\_\_\_\_  
Troy Raley, Senior Director – Mobility ServicesFinal Review: \_\_\_\_\_  
Rony Philip, Senior Director – Rail OperationsFinal Review: \_\_\_\_\_  
Javier Trilla, AVP of Innovation and Information Technology

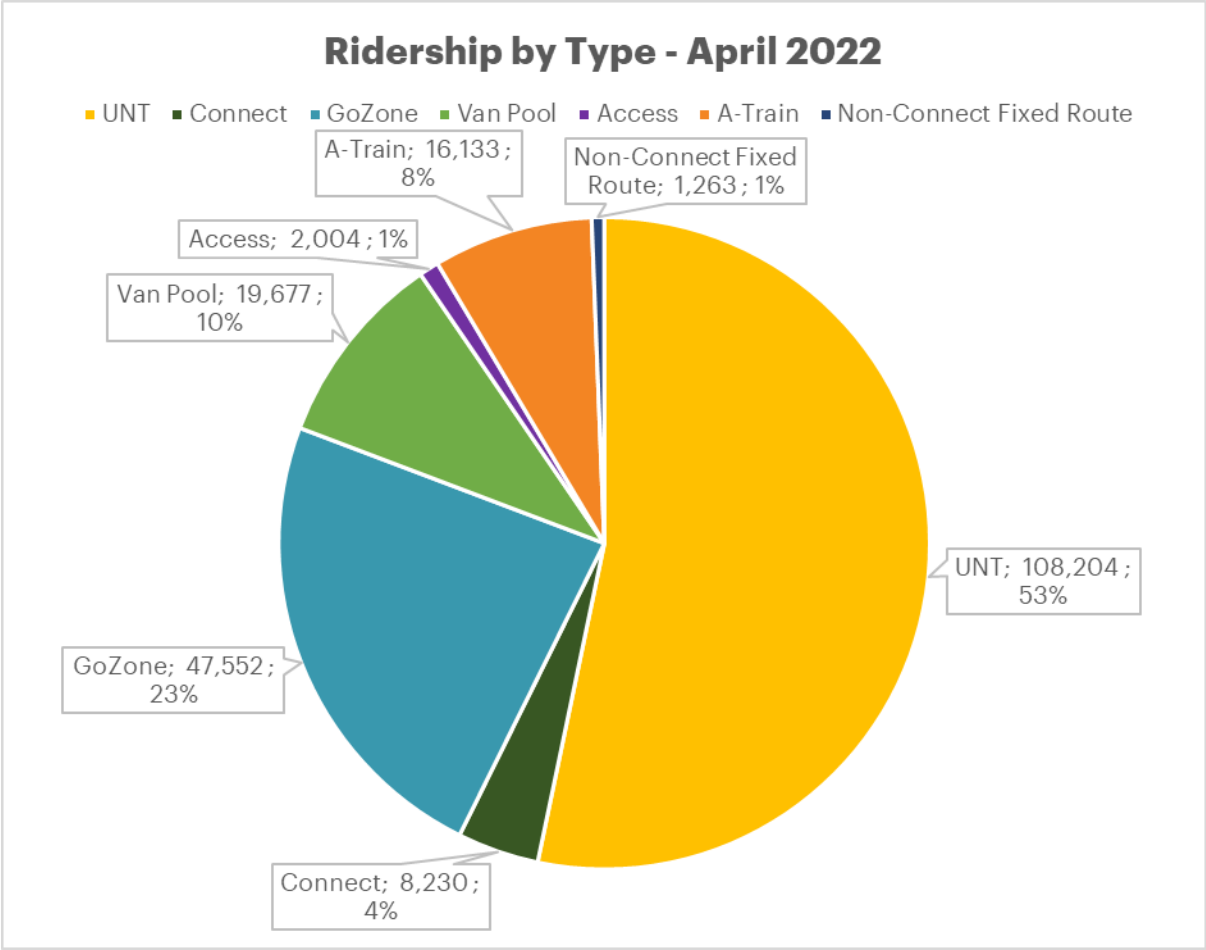


# Monthly Ridership

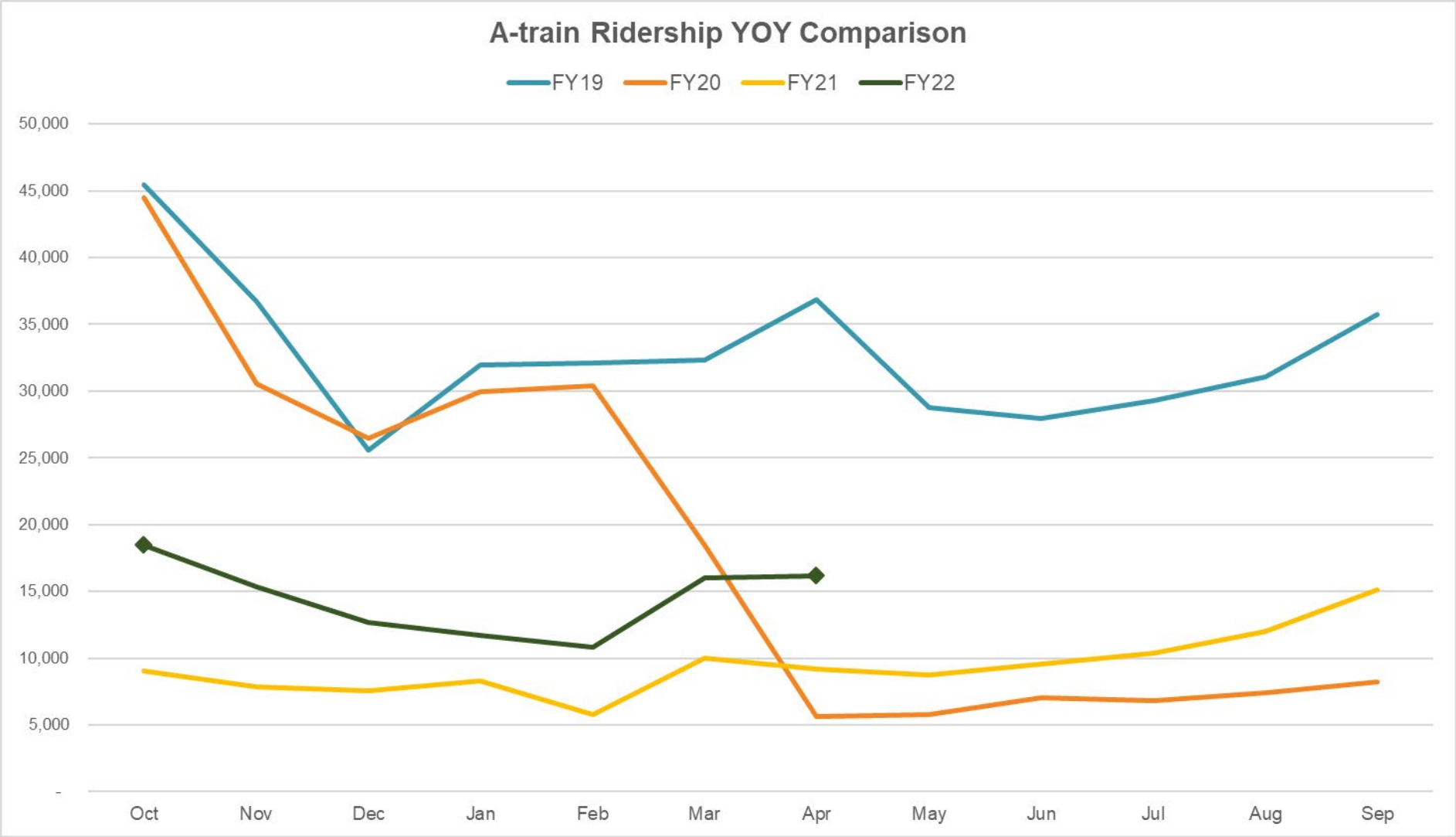
FY22 - April

# Ridership by Mode – April 2022

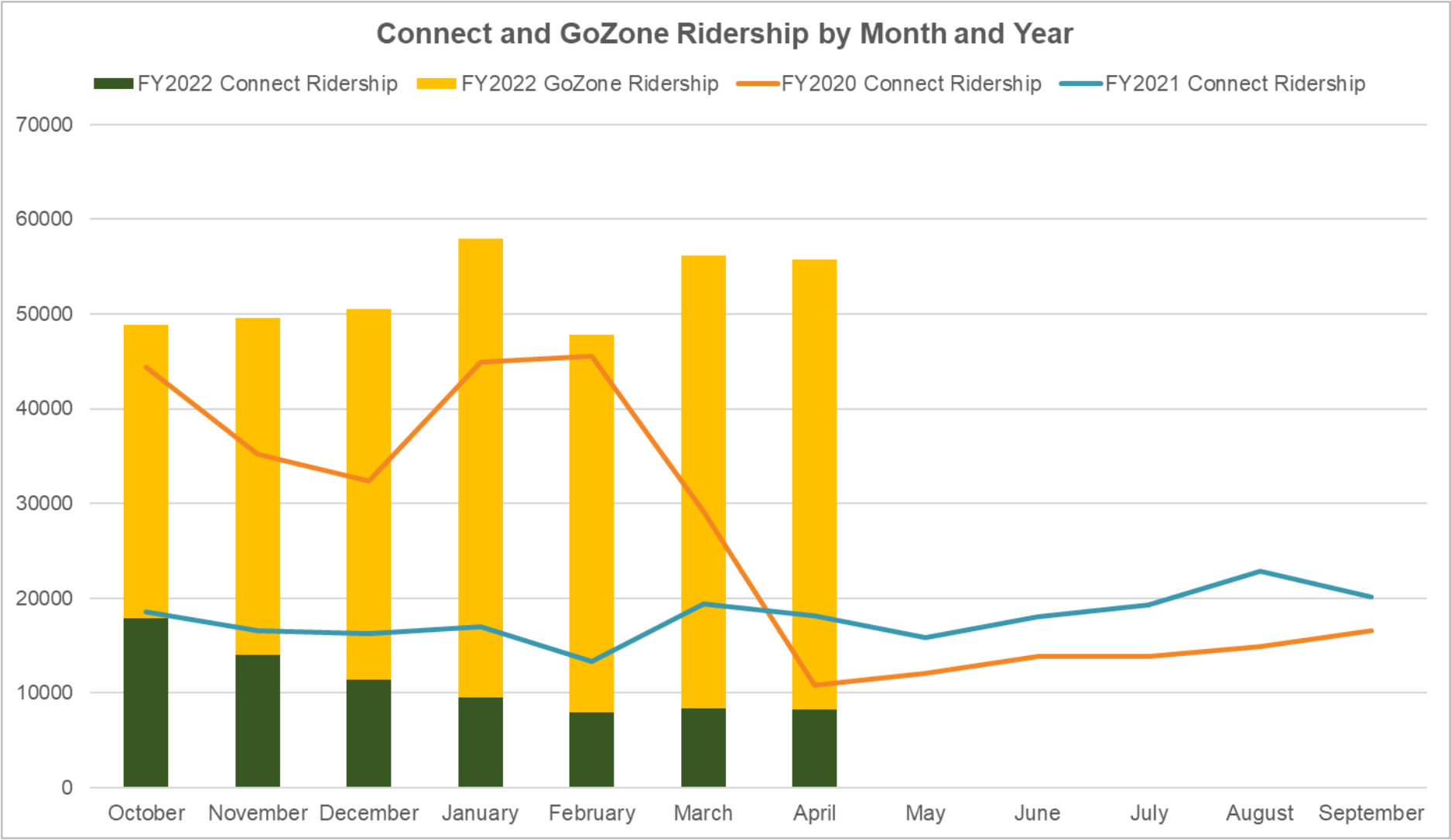
Total March 2022 ridership across all modes of transit within member cities: **203,063**



# A-train Year-Over-Year Ridership Comparison



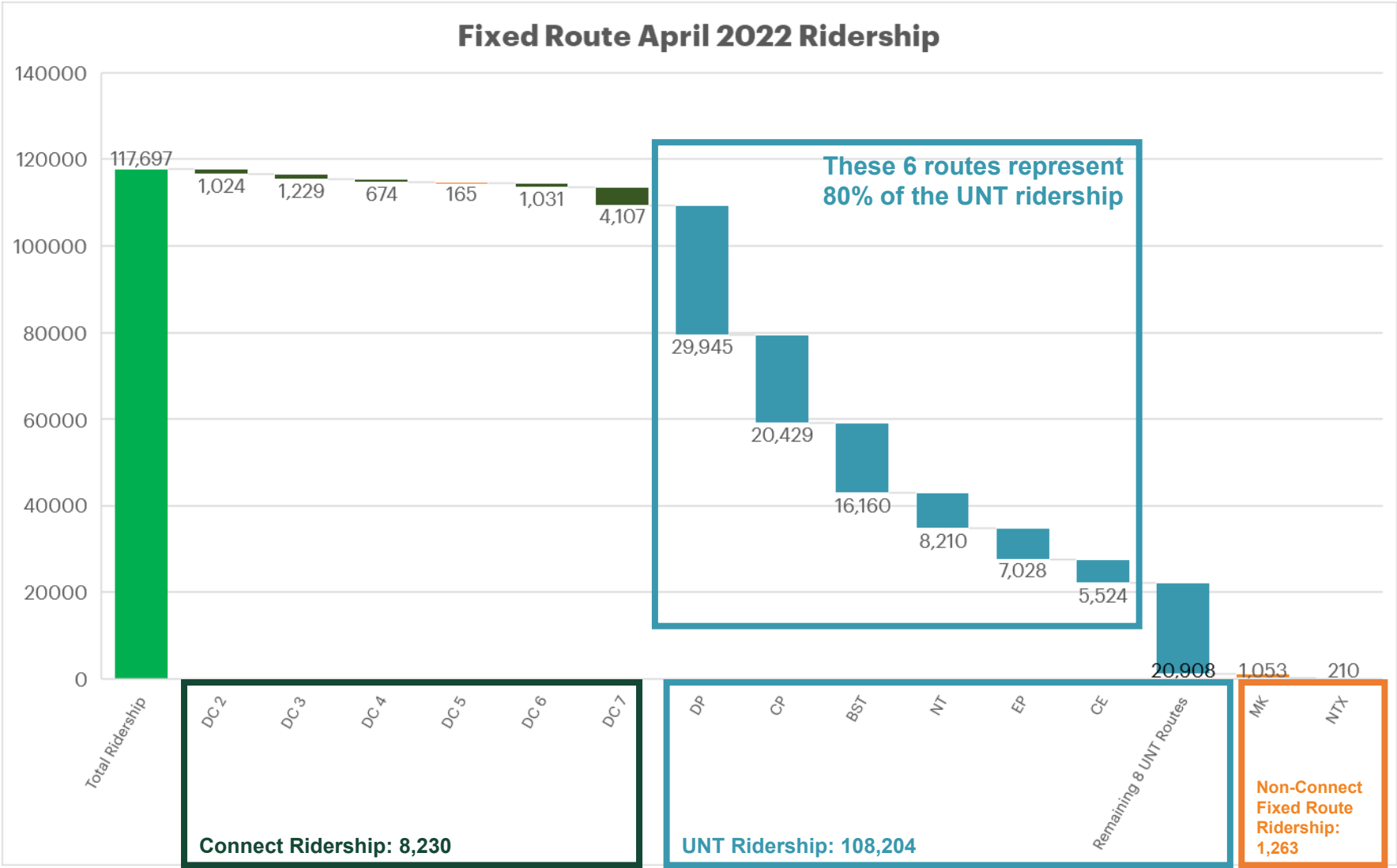
# Connect and GoZone Ridership by Month and Year



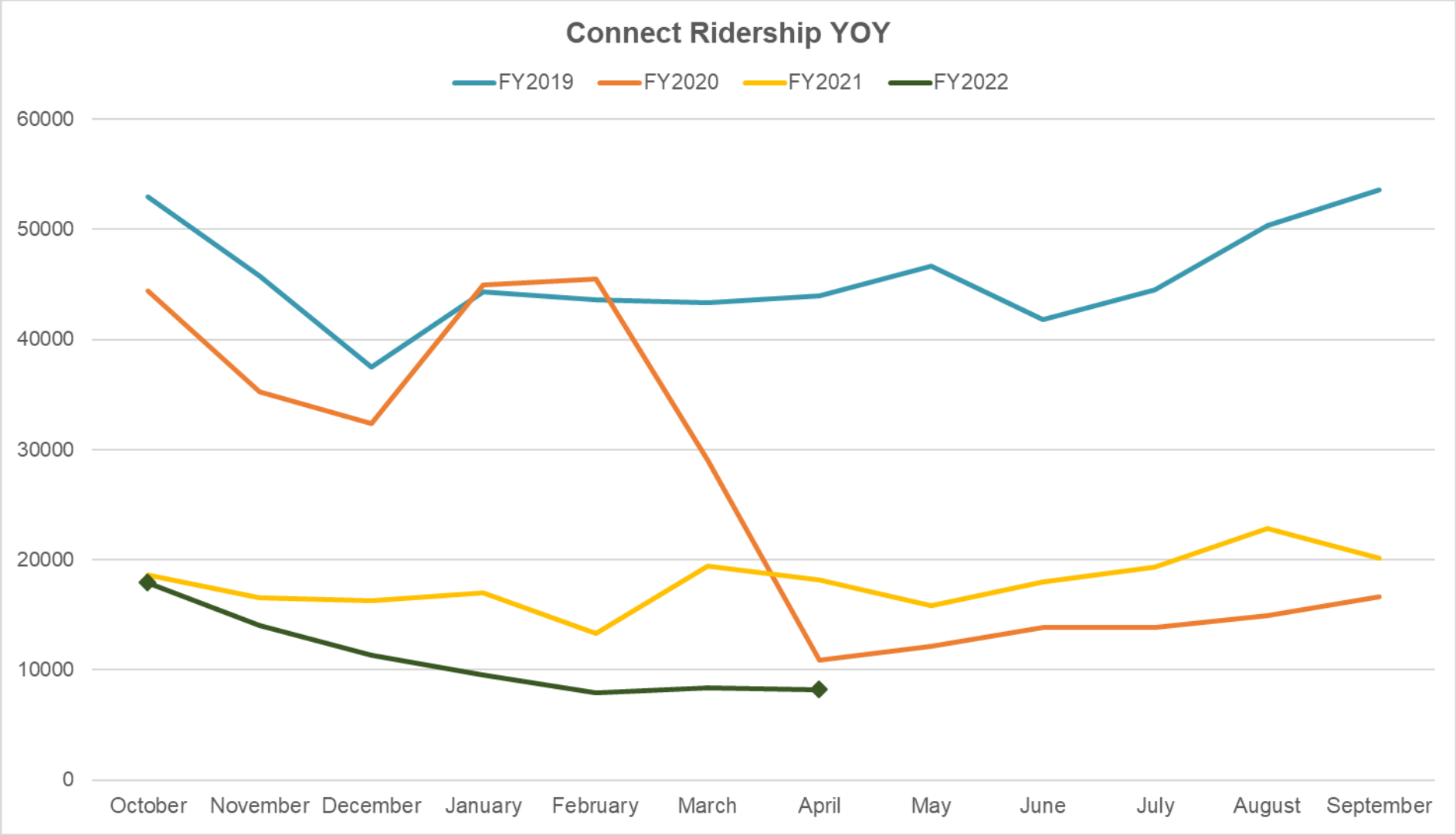
Note: GoZone program began September FY21, with first month ridership at 13,377



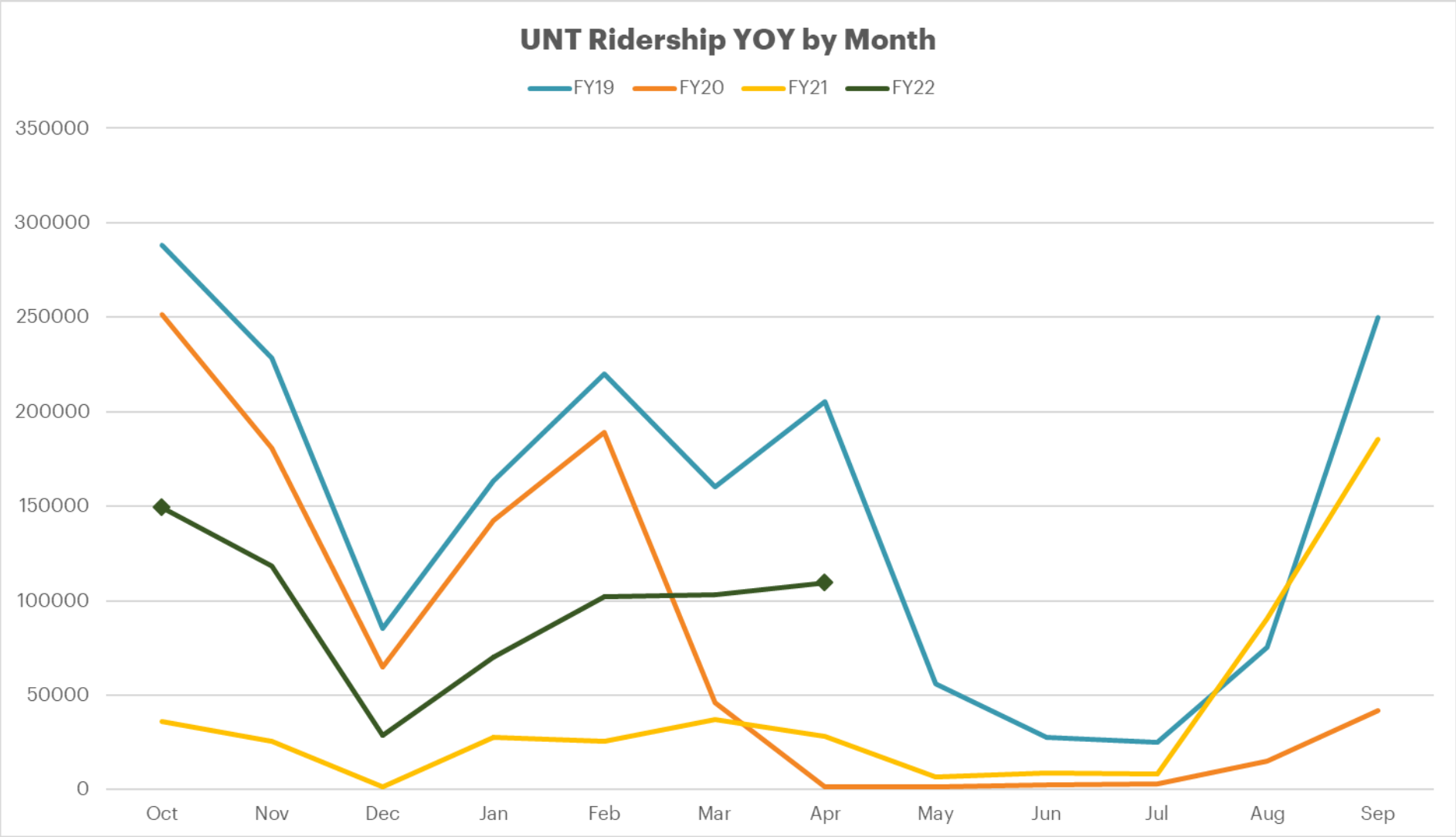
# Fixed Route Ridership – April 2022



# Connect Ridership Year-over-Year by Month



# UNT Ridership Year-over-Year by Month





## Board of Directors Memo

May 26, 2022

**SUBJECT:** Fiscal Year 2023 Healthcare Benefit Contracts

### Recommendation

This is an informational item only. Staff will seek Board approval to execute contracts for healthcare benefits at the June 2022 Board meeting.

### Background

The Denton County Transportation Authority (DCTA) leverages its contract with Holmes Murphy & Associates to market employee benefits, when necessary. DCTA's benefit years align with the fiscal year, running from October to September, with the Open Enrollment period beginning in early August, prior to implementation in October.

Holmes Murphy has requested renewal rates from DCTA's current benefit provider for medical and prescription, dental, and vision coverage. Carriers are required to provide renewal numbers no later than 60 days prior to plan anniversary of 10/01/22. However, Holmes Murphy will work with DCTA and carriers to provide renewal estimates based on current claims experience and market trends. Additionally, early renewal numbers have been requested to accommodate board approval for renewals in June. We will continue to monitor and determine if marketing these lines of coverage could be appropriate.

Existing FY2022 contracts for life and accidental death & dismemberment, as well as short-term and long-term disability remain under fee guarantees through September 30, 2023; existing FY2022 contracts for flexible spending account and COBRA administration remain under fee guarantees through September 30, 2026. No action is needed for those coverages.

### Identified Need

The current DCTA benefit rates are set to expire as of September 30, 2022. The marketing of benefits will allow DCTA to review and select benefit coverage that would be effective as of October 1, 2022, so that there is no lapse in coverage for employees. If renewals increases are above the budgeted amounts, Holmes Murphy will negotiate renewals to keep DCTA within the approved numbers.

### Previous Board Activity & Action

There is no previous board activity on this item.

### Financial Impact

DCTA has incorporated a 10% increase on Medical, a 10% increase on Dental, and a 5% increase on Life/Disability costs within the upcoming FY23 budget to account for any potential rate increases. This is consistent with DCTA's past budget practices, and staff anticipates any benefit costs to be within those thresholds.

### Exhibits

There are no exhibits for this agenda item.

Submitted By:

Brittney M. Farr  
Senior Director of Engagement and Administration



## Board of Directors Memo

May 26, 2022

**SUBJECT:** Request for Bid (RFB) 22-10 Automotive Tires & Related Services for Transit Vehicles

### Recommendation

This is an informational item only. Staff will bring an action item to the Board for consideration of approval.

### Background

The current contract for Automotive Tires & Related Services is effective August 1, 2021, through July 31, 2022. A request for Bids (RFB) was released April 8, 2022, on BidSync.

### Previous Board Activity & Action

There has been no previous Board activity or action on this item.

### Identified Need

The current contract for Automotive Tires & Related Services will expire on July 31, 2022. This contract will allow the agency to leverage purchasing power to maximize cost savings by identifying the lowest cost or best value supplier(s). Additionally, this contract will ensure the availability and timely delivery of tires and performance of related services to be ordered on an as-needed basis to perform repairs and preventative maintenance on transit vehicles.

### Financial Impact

This informational report has no financial impact.

### Exhibits

N/A

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

Allye Potter, Procurement Specialist

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

Brandy Hazel, Manager of Contracts and Procurement



## Board of Directors Memo

May 26, 2022

**SUBJECT:** Contract with Industrial Power Truck & Equipment Under The Interlocal Purchasing System (TIPS) Cooperative Purchasing Agreement

### Recommendation

This is an informational item only.

### Background

Previously the Denton County Transportation Authority (DCTA) Board of Directors approved an Interlocal Agreement with The Interlocal Purchasing System or TIPS Purchasing Cooperative. TIPS has a multitude of cooperative purchasing programs available to public agencies. All contracts are competitively solicited and publicly awarded by government entities utilizing industry best practices, processes, and procedures.

Under TIPS contract number 200802, Industrial Power offers discounted prices on many parts that are used for the repairs on the vehicle fleet as well as discounted rates for repair work that the North Texas Mobility Corporation (NTMC) Maintenance Department may need assistance to complete.

Today, DCTA purchases parts with Industrial Power Truck & Equipment and this contract would enable us to do so under the TIPS Cooperative Purchasing Agreement.

### Previous Board Activity & Action

- February 27, 2020 Board Approved Award of Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing

### Identified Need

Staff will recommend the Board authorize a contract with Industrial Power Truck & Equipment for bus fleet parts and maintenance under the TIPS cooperative contract. This will allow for DCTA and NTMC staff to remain in compliance with State procurement regulations and gain efficiencies in sourcing, pricing of parts and services for the vehicle fleet. This year, \$24,325 has been spent with Industrial Power on miscellaneous vehicle parts outside this TIPS Cooperative. This contract will allow staff to continue with purchases from Industrial Power Truck & Equipment in a manner that follows State regulations. The FY22 annual budget for fleet parts is \$631,900 and \$80,700 for third party maintenance. This contract will reduce overall time spent on processing individual purchase orders for parts purchasing activities.

### Financial Impact

Based on the volume of purchases, staff anticipates spending approximately \$200,000 annually with this contract for budgeted maintenance, and the total expenditures will not exceed \$200,000 annually.

### Exhibits

N/A

Submitted By:

Rusty Comer, Senior Manager of Mobility Services