

# BOARD OF DIRECTORS MEETING AGENDA

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MONDAY, JUNE 16, 2025, 3:00 P.M.

801 GROVE STREET  
Fort Worth, Texas 76102

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## CITIZEN COMMENTS

## PRESENTATION

1. United Way Check Presentation
2. 2025-2026 Scholarship Awards

Detra Whitmore  
Christina Champion

## MEETING MINUTES

1. Approval of April 21, 2025 Board Meeting Minutes
2. Approval of May 9, 2025 Board Retreat Meeting Minutes

## INFORMATION ITEM & REPORTS

1. Commuter Rail
  - a. TEXRail & TRE Ridership & On-Time Performance Update – May 2025
  - b. TEXRail Operation and Maintenance Presentation
2. Planning
  - a. General Planning Consultant Update
  - b. Fall 2025 Service Changes
  - c. FY25 Ridership Update
3. Government Relations Update
4. EASYRIDE Partner Program Update
5. Community Engagement Update
6. Finance
  - a. FY26 Preliminary Budget

## ACTION ITEMS

1. BA2025-34 TEXRail Operation and Maintenance Contract Extension
2. BA2025-33 Metro Area Transit System Corporation
3. BA2025-35 Bus Stop Improvement Program – Trinity Metro and City of Fort Worth Inter-Local Agreement

Reed Lanham  
Kelli Shields  
Chad Edwards

## RESOLUTION

1. R2025-07 Support Application to TxDOT for 2025 Transportation Alternatives Set-Aside (TA) Grant

Chad Edwards

## PRESIDENT'S REPORT

## CHAIR'S REPORT

**OTHER BUSINESS**

1. No July Board Meeting

**EXECUTIVE SESSION**

*The Board of Directors may convene in Executive Session under the Texas Open Meetings Act for the consultation with its Attorney pursuant to Section 551.071; deliberation regarding real property pursuant to Section 551.072; deliberation regarding prospective gift pursuant to Section 551.073; deliberation regarding personnel matters pursuant to Section 551.074; deliberation regarding security devices pursuant to Section 551.076 and/or deliberations regarding economic development negotiations pursuant to Section 551.087.*

**ADJOURN**

# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**  
2025-2026 Scholarship Awards

**MEETING DATE**  
June 16, 2025

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### DETAILS

Each year the Fort Worth Transportation Authority Scholarship Fund Awards are offered to help defray college expenses at accredited non-profit educational institutions. The Committee awards scholarships based on academic achievement tied to the overall cumulative GPA which cannot be below 2.5. The scholarship is available to employees, their legal dependents, and spouses.

I am excited to announce the 2025-26 scholarship recipients. We have awarded 8 scholarships for a total of \$36,000.

1. LaTamara Buggs, spouse of Lonnie Buggs, Revenue Service Agent. LaTamara is attending Dallas College as an Education major and was awarded \$2,750.
2. Sam Fowler works in IT as a Systems Application Administrator and has been employed since 2019. Sam is attending Tarleton, majoring in Computer Information Systems and was awarded \$5,000.
3. Priscilla Mambe, daughter of Engobo Mambe, Bus Operator. Priscilla is attending Kansas State as a Nutrition major and was awarded \$4,500.
4. Jaden Mota, son of Rafael Mota, Bus Shop Technician. Jaden is attending the University of Texas at Arlington for Civil Engineering. Jaden was awarded \$5,500.
5. Jordan Oberhauser, son of Chris Oberhauser, Parts Expeditor. Jordan is attending Tarrant County College as a Finance major. Jordan was awarded \$2,250.
6. Hassan Ssali is a Bus Operator and began working with Trinity Metro in June 2021. Hassan is attending Abilene Christian University for Cybersecurity and was awarded \$6,000.
7. William Thompson, son of Richey Thompson, Chief Engineer. William is attending the University of Oklahoma for Fine Arts and was awarded \$3,000.
8. Allison Wise, daughter of Lashonda Carter, Lead Custodian. Allison is attending Oral Roberts for Nursing and was awarded \$7,000.

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### STAFF DISPOSITION

**EXECUTIVE LEAD\***

Kelli Shields

**DATE**

06/02/25

BOARD OF DIRECTORS MEETING MINUTES  
MONDAY, APRIL 21, 2025

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**ATTENDEES:**

**Board Members Present:** Paul Alvarado, Teresa Ayala, Jeff Davis – Chair, Sharla Horton – Secretary, Isaac Manning, Jack McCarty, Rachel Navejar Phillips, Chris Nettles, and Ben Robertson

**Board Members Absent:** Will Churchill and Michael Crain

**Senior Leadership Team Present:** Richard Andreski, Christine Black, Chad Edwards, Greg Jordan, Anette Landeros, Reed Lanham, Kelli Shields, Alicia Walker, and Detra Whitmore

**Board Attorney:** Joel Heydenburk

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**CALL TO ORDER**

The meeting was called to order at 3:05 pm at 801 Grove Street, Fort Worth, Texas 76102.

**PLEDGE OF ALLEGIANCE**

**CITIZEN COMMENTS**

One citizen addressed the board: Daniel Rodriguez.

**MEETING MINUTES**

Motion: Ben Robertson motioned to approve the March 17, 2025 Board of Director Meeting Minutes as submitted. Rachel Navejar Phillips seconded. The motion passed unanimously.

**INFORMATION ITEMS & REPORTS**

1. Commuter Rail – Reed Lanham provided an update on rail operations for March.
  - a. TEXRail had nearly 70k riders. This is the best March ridership ever with a 35% increase over last year including an On-Time Performance (OTP) of 98.9%. TRE's ridership for March was 118.6k with an OTP of 97.5%. Lanham praised the Marketing team's outreach regarding the Main Street Arts Festival and noted ongoing success of game-day trains.
  - b. Lanham also provided a Quarterly Long-Term Parking Update and noted a 64% increase over 2024 Q1 report.
2. Operations – Alicia Walker provided an Operations Key Performance Indicators update for March
  - a. Walker noted the fixed route bus service ridership was 394k, an increase over March 2024, with an OTP of 88.6% of our goal of 89%. The in house paratransit and on-demand services miles between road calls has significantly increased from 10.2k to 89.6k due to the new fleet received. Additionally, the OTP for paratransit is at 95.5%. The contracted paratransit on-demand services ridership increased to 18.7k with an OTP of 91%.
  - b. Walker also provided an On-Demand Performance Review. Trinity Metro and VIA implemented an innovative solution to combine technology and service for the On-Demand Paratransit Services on October 1, 2024. The combining of services has decreased trips longer than 90 minutes by 85%, reduced excessive late trips of more than 30 minutes by 72% and decreased complaints by 34%. She also noted we are piloting Phase 1 of Commingling, a pilot program to merge on-demand and paratransit trips to increase fleet efficiency with full integration planned by 2026.

3. Planning – Chad Edwards gave an update on the General Planning Consultant (GPC) Contract regarding the comprehensive evaluation of On-Demand services that will review existing zones and assess service levels and connectivity to broader transit systems. He also highlighted the ridership numbers, where we had a 15% increase in riders from last month to this month.
4. Legislative Update – Anette Landeros shared legislative and advocacy efforts currently underway, including HB 3187 (the DART Bill). Landeros and Andreski will travel to Austin to provide witness testimony to specifically address how this bill could have a regional effect as it relates to and impacts TRE. Landeros noted The Amtrak Heartland Flyer to Oklahoma City funding is at risk. This service has a ridership of approximately 80k per year and an economic impact of \$18M per year. She briefly touched on other issues to discuss with Austin legislators such as the TEXRail Medical District expansion and other House Bills (4348 and 689). In May, Andreski and Landeros plan to attend the APTA Legislative Summit in DC to meet with our federal legislators regarding same.
5. Community Engagement Update – Detra Whitmore gave an overview of the Vanpool program and its impact and benefits to the environment and workforce support. Trinity Metro has provided this service for over 30 years and it currently spans 11 counties. There are 202 vanpools and in March we had over 36k riders or the equivalent of 1,376 riders a day.
6. Finance – Greg Jordan gave the February 2025 financial overview and projects to end the fiscal year \$3M better than budgeted, despite some revenue shortfalls.

## **ACTION ITEMS**

1. BA2025-28 Blue Line

Motion: Rachel Navejar Phillips motioned to approve the board action item as submitted. Ben Robertson seconded. Motion passed unanimously.

2. BA2025-29 Compressed Natural Gas Buses

Motion: Ben Robertson motioned to approve the board action item as submitted. Teresa Ayala seconded. Motion passed unanimously.

3. BA2025-30 Web Development Services

Motion: Ben Robertson motioned to approve the board action item as submitted. Teresa Ayala seconded. Motion passed unanimously.

4. BA2025-31 Drug and Alcohol Testing & Physical Exams

Motion: Ben Robertson motioned to approve the board action item as submitted. Rachel Navejar Phillips seconded. Motion passed unanimously.

5. BA2025-32 Vanpool Program Provider & New Rates

Motion: Isaac Manning motioned to approve the board action item as submitted. Ben Robertson seconded. Motion passed unanimously.

## **PRESIDENT'S REPORT**

President Andreski shared key updates on team engagements, employee all hands meetings, regional collaboration, safety improvements, and advocacy efforts. He noted that a COTA/MORPC delegation from Columbus, OH is coming next week to learn more about TEXRail and Trinity Metro innovations such as the Orange Line and Blue Line. Andreski stressed how the HB 3187 would not only reduce funding for DART, but could also threaten TRE, which is jointly owned by Trinity Metro and DART. TRE moves nearly 1.3M passengers across our regions annually. A few key numbers highlight the urgency of the issue. Our region adds one new resident every three minutes, further straining our already congested roads. From an economic development standpoint, the Texas A&M Innovation District, the Fort Worth Convention Center expansion, and new hotels together represent over \$1 billion in public and private investment—all centered around Fort Worth Central Station. Today, one in three Tarrant County residents relies on Trinity Metro's rail services. Simply put, a highly productive regional economy cannot exist without strong, integrated rail infrastructure. Andreski strongly emphasized that now is the time to invest, not to scale back and reiterated the importance of strong rail infrastructure to support economic growth, public mobility and regional prosperity.

## **CHAIR'S REPORT**

Chairman Davis echoed President Andreski's comments regarding the importance of maintaining funding and broader investments in public transit, while urging board members and leaders to contact legislators to oppose HB 3187, warning that it would harm the entire North Texas region's economy, air quality and mobility goals. Davis also discussed the extreme need for a robust transit system to promote economic development, especially for the 4.4M people that will be coming to our region over the next 20-25 years. The 2026 FIFA World Cup requires it, and the Amazon HQ2 required it for their employees who are strong public transit users. The overarching theme is economic development and the attraction of talented individuals and businesses who require such systems.

## **OTHER BUSINESS**

No other business was discussed.

## **ADJOURN**

Meeting adjourned at 4:22 pm.

**BOARD OF DIRECTORS RETREAT MEETING MINUTES**  
**FRIDAY, MAY 9, 2025**

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**ATTENDEES:**

**Board Members Present:** Teresa Ayala, Will Churchill, Michael Crain, Jeff Davis – Chair, Sharla Horton – Secretary, Isaac Manning, Jack McCarty, Rachel Navejar Phillips, Ben Robertson

**Board Members Absent:** Paul Alvarado, Chris Nettles

**Senior Leadership Team Present:** Richard Andreski, Christine Black, Tara Crawford, Greg Jordan, Anette Landeros, Reed Lanham, Maggie Opitz, Kelli Shields, Sarah Smith, Jennifer Villaire, Alicia Walker, Detra Whitmore

**Senior Leadership Team Absent:** Chad Edwards

**Board Attorney:** Joel Heydenburk

**Guests:** Dan Kessler, Phillip Sher, Chris Gavras

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**CALL TO ORDER**

The meeting was called to order at 8:34 am at City Hall Workroom, 100 Fort Worth Trail, Fort Worth, Texas 76102.

**PLEDGE OF ALLEGIANCE**

**CITIZEN COMMENTS**

No citizen comments.

**INFORMATION ITEMS & REPORTS**

1. Welcome and Introductions – Rich Andreski welcomed the board members and guests and provided a brief overview of the days expectations.
2. Ethics/Conflict of Interest – Joel Heydenburk discussed and presented Conflicts of Interest to the board and staff.
3. Forecast 2050 – Dan Kessler, Assistant Director of Transportation with NCTCOG gave an in-depth presentation on the historical and future forecast of the population, employment density and Metropolitan Planning Area of the region in 2050.
4. Financial Outlook – Greg Jordan discussed Trinity Metro's financial outlook, providing comparisons between the agency and similar agencies on sales tax, services, service areas, service population, and the impact of TEXRail stations on property taxes. Jordan also provided a 2025 Budget Overview and 2026 Budget Assumptions.
5. State of Fall Service Realignment – Tara Crawford provided a report that included: system redesign, service profile, ridership analysis and trends, concepts and service analysis, and recommended service changes for 2026.
6. 5-Year Strategic Action Plan Update – Anette Landeros discussed our strategic vision for the future. She referenced a 5-year and long-range plan, an overview of 5 strategic action goals, the Trinity Metro Effect and Promise, Transit Oriented Development, as well as other upcoming projects and requested the Board's input and guidance.

7. Wrap-Up Summary – Rich Andreski summarized the meeting and thanked the board for their time and continued support.

**OTHER BUSINESS**

No other business was discussed.

**ADJOURN**

Meeting adjourned at 2:09 pm.

# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

TEXRail and TRE Ridership & On-Time Performance Update

**MEETING DATE**

June 16, 2025

**BACKGROUND**

Reed Lanham, Vice President of Rail, will provide an update on May 2025 Ridership & On-Time Performance for TEXRail and Trinity Railway Express (TRE).

**RECOMMENDATION**

There is no recommendation as this is an information item for the Board's feedback and discussion.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Reed Lanham

**DATE**

06/05/25

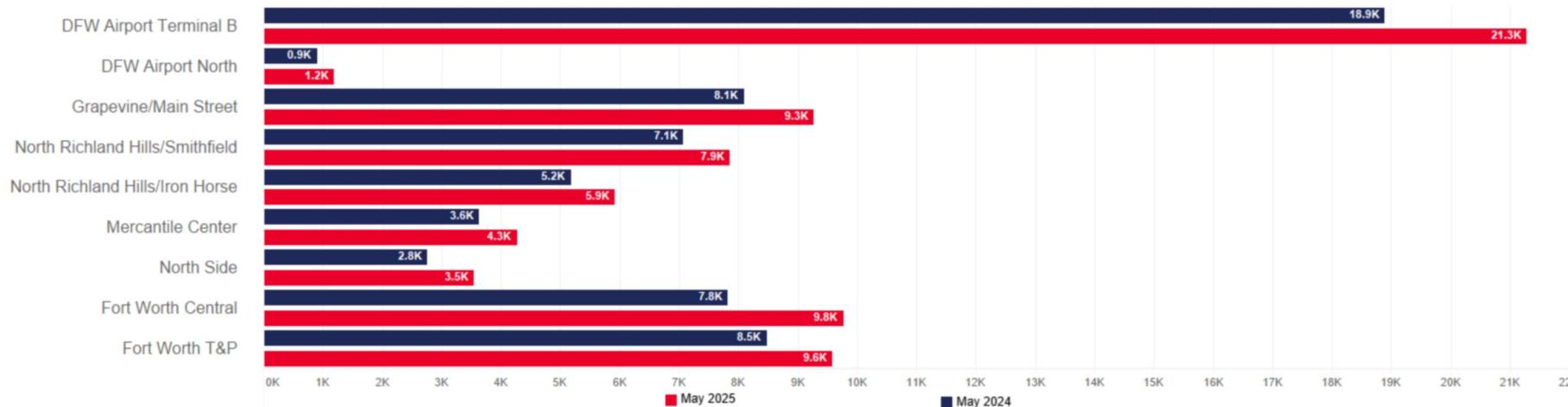
# **TEXRail and TRE Ridership & On-Time Performance Update**

Reed Lanham – Vice President of Rail  
June 16, 2025



## TEXRail Total Ridership by Station (in 1000s)

May 2025



## TEXRAIL On-Time Performance



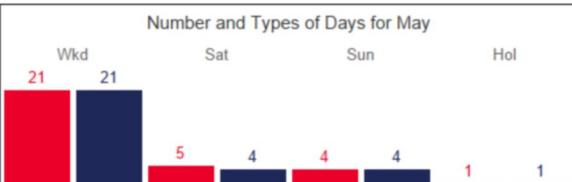
## TEXRail Monthly Ridership (in 1000s)



### FYTD Ridership

	FYTD Ridership
FY2022	334,670
FY2023	423,291
FY2024	510,751
FY2025	575,917

### Number and Types of Days for May



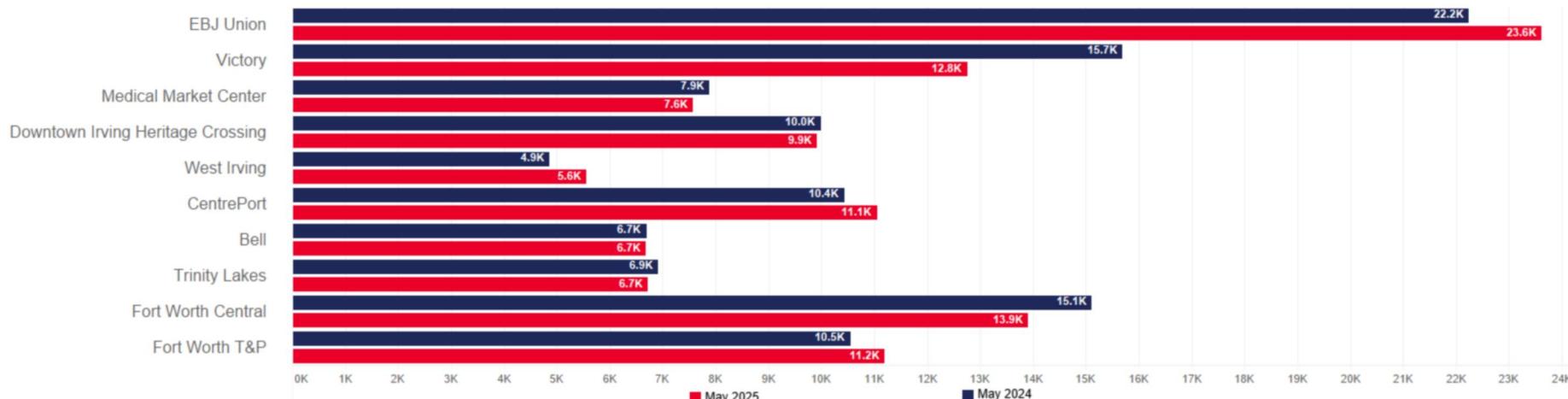
TRINITY METRO

FY2024

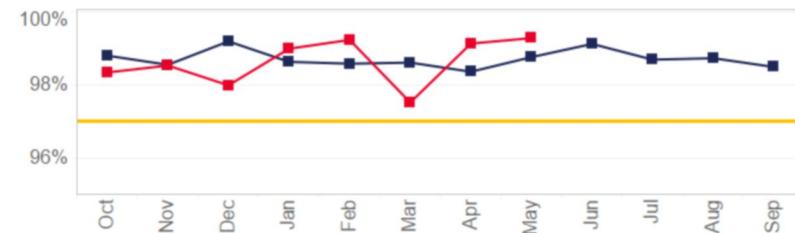
FY2025

## TRE Total Ridership by Station (in 1000s)

May 2025



## TRE On-Time Performance



## TRE Monthly Ridership (in 1000s)



### FYTD Ridership

	FYTD Ridership
FY2022	731,710
FY2023	782,995
FY2024	872,391
FY2025	886,442

### Number and Types of Days for May



FY2024

FY2025

# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

General Planning Consultant (GPC) Update

**MEETING DATE**

June 16, 2025

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**BACKGROUND**

On November 28, 2022, the Trinity Metro Board of Directors approved the General Planning Consultant (GPC) Contract (BA2023-11) that permitted staff to complete negotiations and enter into a contract for a variety of planning activities that address ongoing and emerging issues related to planning, designing, constructing, financing, maintaining, and improving the Trinity Metro transportation system.

In an effort to keep the Board informed, the following is a brief overview of last month's progress.

See Attached Table

**RECOMMENDATION**

There is no recommendation as this is an information item for the Board's feedback and discussion.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Chad Edwards

**DATE**

06/03/25

Task Order	Description	Status
1 Program Management	This task covers meetings, invoices, and scope development.	<ul style="list-style-type: none"> <li>• Continued oversight</li> <li>• Task development coordination</li> </ul>
3 Transit Value Proposition	This task outlines the value of transit in Fort Worth and will provide materials that can be shared with others during meetings.	<ul style="list-style-type: none"> <li>• No current activities</li> </ul>
6 Streetcar Feasibility Study	Review, update, and identify corridor for potential Streetcar	<ul style="list-style-type: none"> <li>• No current activities</li> </ul>
7 Graphics Support	Support to staff for graphics, maps, and presentations	<ul style="list-style-type: none"> <li>• No current activities</li> </ul>
8 Grant Writing Support	Support of grant writing and applications	<ul style="list-style-type: none"> <li>• No current activities</li> </ul>
14 Assessing Community Interest in Transit	Engaging the public through surveys/polling to better determine the level of knowledge the community has of Trinity Metro and public transit	<ul style="list-style-type: none"> <li>• Ongoing support for Perception Campaign and social media outreach</li> </ul>
15 FTA TEXRail TOD Planning Grant	This TOD planning grant focuses on TEXRail and the assessment of station amenities along the corridor that allow for a car-free lifestyle	<ul style="list-style-type: none"> <li>• Revised scope of work under review</li> </ul>
18 Strategic Action Plan	Development of agency strategic plan	<ul style="list-style-type: none"> <li>• Reevaluation of draft document to create the Trinity Metro Promise and Strategic Plan</li> </ul>
20 TEXRail DMU Vehicle Commissioning Support	Procurement support, design reviews, and on-site inspections for the 4 new Stadler DMU Vehicles procured for the TEXRail Project	<ul style="list-style-type: none"> <li>• Continuing oversight of vehicle development</li> </ul>
21 Comprehensive Evaluation of On-Demand Services	Review current On-Demand Services by analyzing current service area sizes, performance, and connections to fixed route services.	<ul style="list-style-type: none"> <li>• Data collection</li> <li>• Bi-weekly progress meetings scheduled</li> </ul>

# BOARD OF DIRECTORS

## INFORMATION ITEM

### ITEM TITLE

Fall 2025 Service Changes

### MEETING DATE

June 16, 2025

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### BACKGROUND

Ridership has been increasing over the past four years, partly due to improvements implemented as part of a bus system redesign, known as "A Better Connection," and partly due to recovery from the COVID-19 pandemic's ridership lows. However, some routes have contributed little to ridership growth and have seen below average ridership performance. Staff have evaluated system-wide performance by route, segment, and time-of-day. Recommendations have been developed for service changes designed to improve service and address current and future budget challenges.

### DETAILS

Staff recommends the elimination of some early AM and late PM trips on Routes 1, 5, 6, 16, 21, 24, 25, 29, 33, 46, 51, 52, 53, 54, 55, 61X, & 91 due to low ridership at specific times. Staff recommends interlining Routes 21 & 22 to eliminate excessive layover time with only minor inconvenience to connecting routes. Finally, staff recommends Route 12 for elimination as most passengers have alternative transit via other parallel routes or Trinity Metro On-Demand service. Staff will host public meetings in July and seek board approval in August for an early Fall 2025 service change date.

### FINANCING

Recommended changes ensure that funds will be available in Trinity Metro's FY2026 Operating Budget. Funds for future years will be considered in the respective proposed budgets.

### RECOMMENDATION

There is no recommendation as this is an information item for the Board's feedback and discussion.

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### STAFF DISPOSITION

#### EXECUTIVE LEAD\*

Chad Edwards

#### DATE

05/22/25

# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

FY2025 Ridership Update

**MEETING DATE**

June 16, 2025

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**BACKGROUND**

Staff will provide an update on Fiscal Year 2025 ridership. The presentation will provide the year-to-date ridership comparison to previous years and to the ridership goal of 8.4 million rides set by the Board of Directors last year. It will also include systemwide and modal ridership compared to previous years. In order to provide the most up-to-date and complete information, the final report will be provided at the Board Meeting.

**RECOMMENDATION**

There is no recommendation as this is an information item for the Board's feedback and discussion.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Chad Edwards

**DATE**

06/04/25

# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

Government Relations Update

**MEETING DATE**

June 16, 2025

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**DETAILS**

This update will provide the Board of Directors a brief update on our government relations efforts on both the state and federal levels, including our recent attendance at the American Public Transportation Association's Legislative Conference.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Anette Landeros

**DATE**

05/30/25

# Legislative Update

Anette Landeros - Chief Strategy Officer

June 16, 2025



# Trinity Metro in Washington, D.C.

American Public Transportation  
Association (APTA)

Legislative Conference  
o May 18 - 20, 2025



Source: <https://www.freeimages.com/photo/capitol-building-in-washington-1257677>



# APTA Legislative Conference

Opportunity for public transportation industry professionals across the nation to gather in Washington, D.C. and discuss important federal legislation and policy initiatives

Representing Trinity Metro:

- Michael Crain  
TM Board of Directors / Fort Worth  
Councilmember
- Rich Andreski  
President & CEO
- Anette Landeros  
Chief Strategy Officer



# APTA Legislative Conference

One-on-one meetings with elected officials in Washington, D.C.

Trinity Metro priority discussion point: TEXRail Progress on the Medical District Extension & our \$25M Build Grant that is still in process



Congressman Marc Veasey



Congressman Craig Goldman



# President's Budget Proposal

President Trump Proposed Increased FY26 Funding for Public Transit and Passenger Rail

FY26 request includes:

- \$21.2 billion for public transit and
- \$16.5 billion for passenger rail
- Both represent slight increases from FY25 funding levels and have been applauded by APTA

# Texas Legislature Wrap-Up

This week the 89<sup>th</sup> Texas Legislative Session Ended

3 Key Summary Points:

- Trinity Metro \$25M budget rider bill did not succeed
- The DART Bill was not passed
- The Heartland Flyer funding was not passed



# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

Marketing and Communications Highlights

**MEETING DATE**

June 16, 2025

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**BACKGROUND**

Nicole Adams, Strategic Partnerships Manager will review the EASYRIDE partner program updates from March, April, & May, and will highlight the Blue Line ribbon cutting ceremony.

**RECOMMENDATION**

There is no recommendation as this is an information item for the Board's feedback and discussion.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Anette Landeros

**DATE**

06/04/25



TRINITY METRO  
**EASYRIDE**

The logo features the word "TRINITY METRO" in a smaller, gray, sans-serif font above the word "EASYRIDE" in a large, bold, dark blue, sans-serif font. To the left of "EASYRIDE" is a dark blue graphic element consisting of three downward-pointing triangles of varying sizes.

Nicole Adams – Strategic Partnerships Manager  
June 16, 2025



# EASYRIDE PARTNERSHIPS

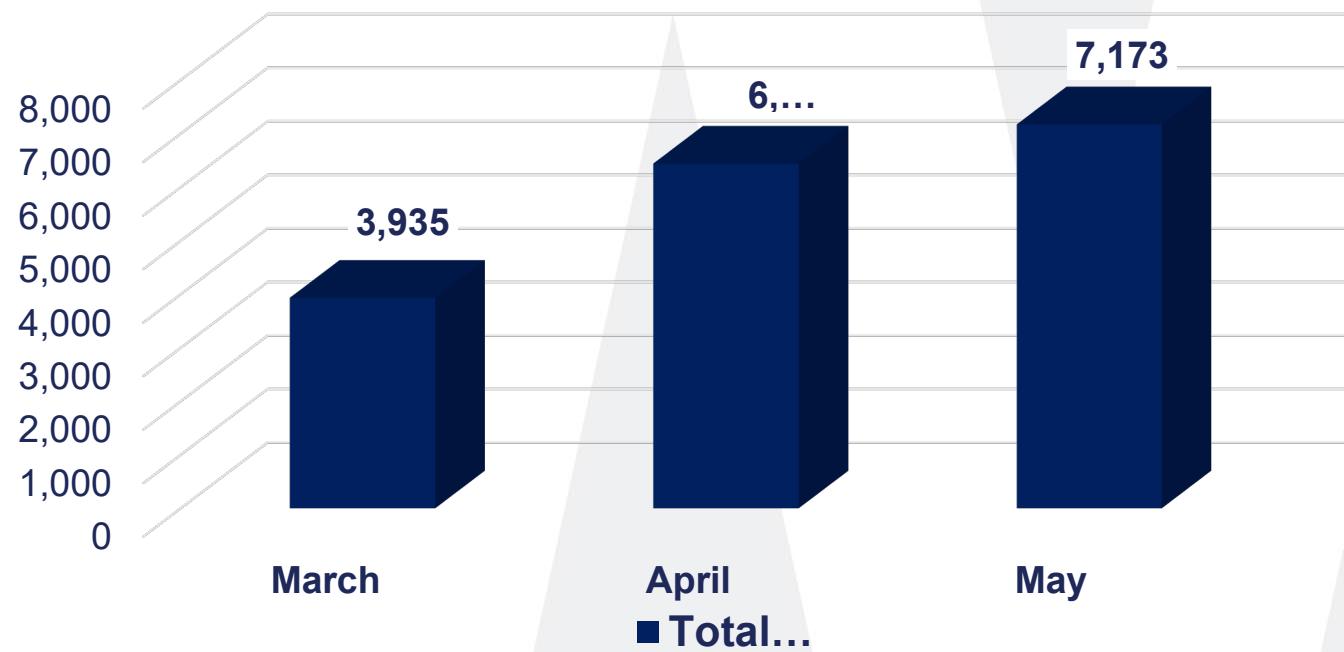
174 Partners

1,050 North Tarrant Chamber of Commerce Businesses



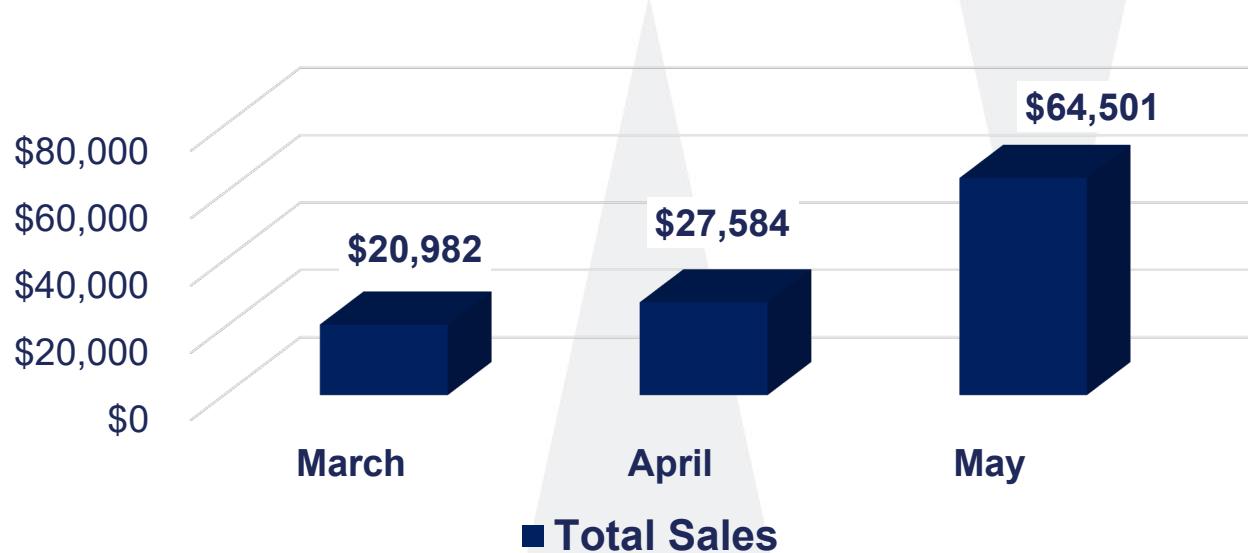
# EASYRIDE TICKET SALES

Total EASYRIDE ticket sales



# EASYRIDE REVENUE

Total EASYRIDE ticket revenue



# EASYRIDE GOPASS PURCHASES

March	April	May
367	380	385

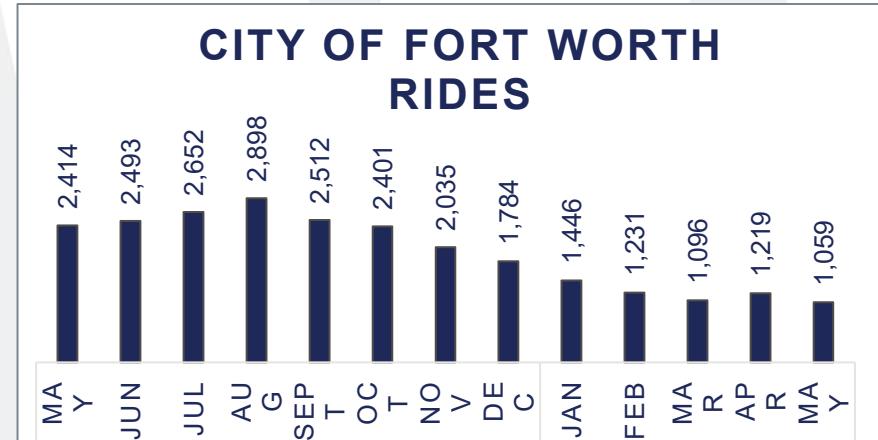
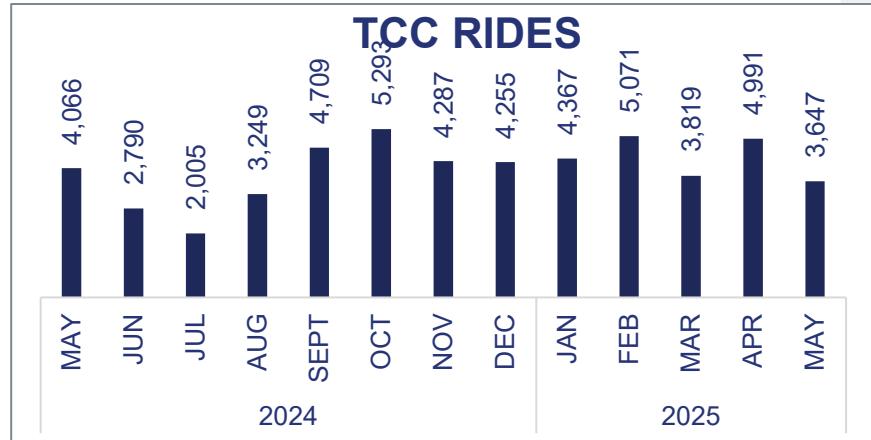


# EASYRIDE - MAY RESULTS

## TICKET SALES

REVENUE	\$37,448 (+\$9,904)
+CITY OF FORT WORTH	\$1,059 (-\$241)
+TCC	\$3,927 (-\$1,857)

TICKET TYPE	AMT SOLD	REVENUE
LOCAL ONE-DAY	6,917(+619)	\$20,751 (+\$9,904)
LOCAL SEVEN-DAY	78 (+21)	\$1,053 (+\$283)
LOCAL MONTHLY	167 (+92)	\$10,020 (+\$5,520)
REGIONAL MONTHLY	6 (+1)	\$864 (-\$144)
LOCAL ANNUAL	0 (-6)	\$0 (-\$2,400)
REGIONAL ANNUAL	5 (+0)	\$4,800 (+\$4,800)



# MISSION MOMENT: New Heights Adult High School



# BLUE LINE RIBBON CUTTING



TRINITY  METRO®

# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

Community Engagement Update

**MEETING DATE**

June 16, 2025

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**BACKGROUND**

Detra Whitmore, Vice President of Community Engagement & Customer Service will give the Community Engagement report.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Detra Whitmore

**DATE**

06/04/25

# Community Engagement

## June 2025



**Spring into action**  
to deliver excellent customer satisfaction!

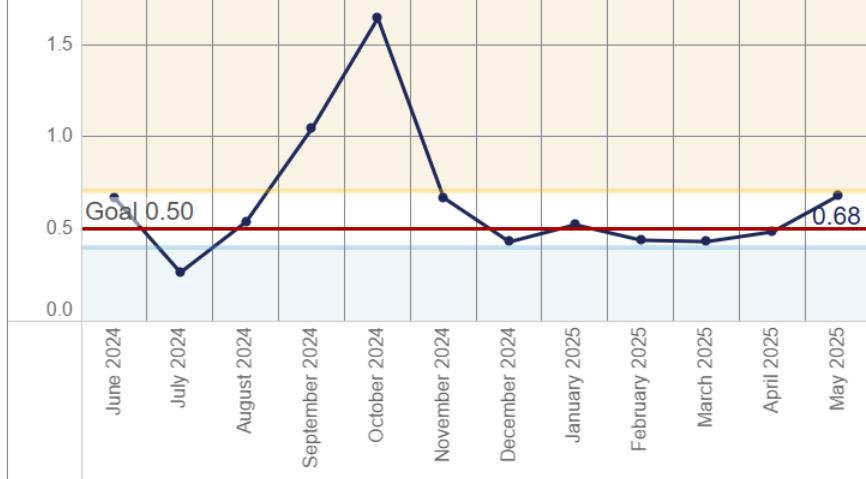
Detra Whitmore, PMP  
Vice President of Community Engagement  
Customer Service &



# Valid Complaints by Mode

## Valid Complaints per 1k Boardings

ON-DEMAND PARA



PARA  
Type of Complaints / Issues

Late

Drop off

ABC



BUS

Type of Complaints / Issues

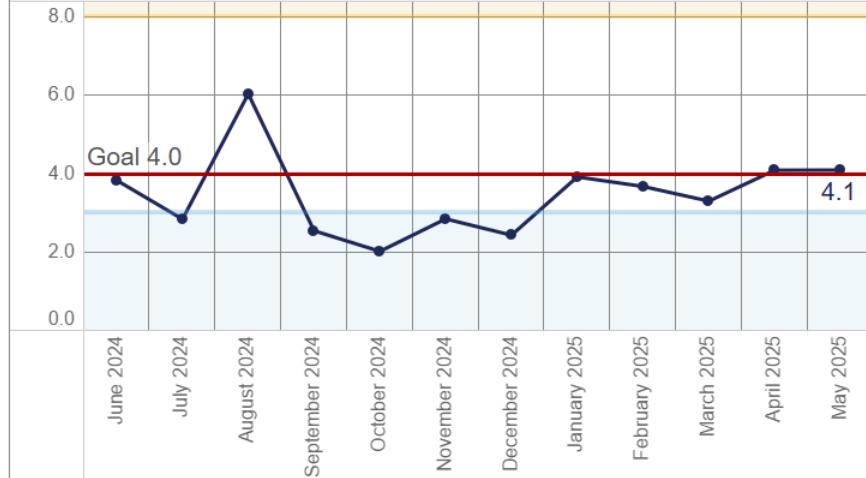
Driver Refusal

Late

Rude Driver

## Valid Complaints per 100k Boardings

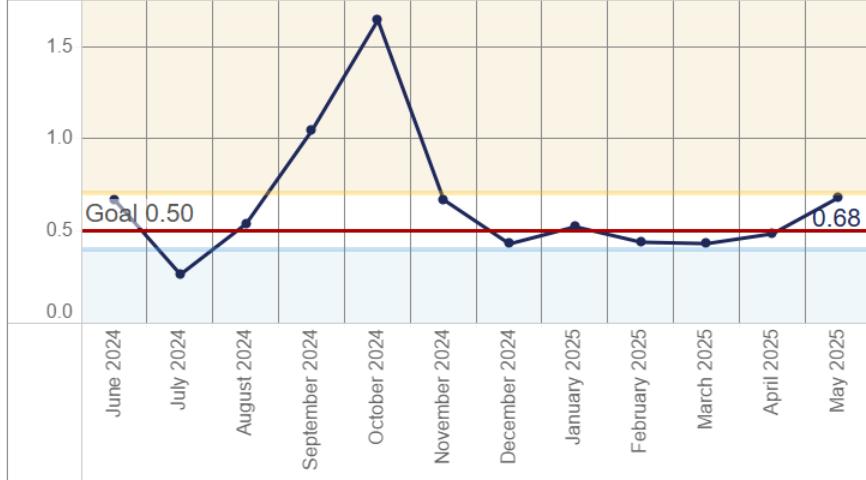
BUS



# Valid Complaints by Mode

## Valid Complaints per 1k Boardings

ON-DEMAND PARA



PARA  
Type of Complaints / Issues

Late

Drop off



MICRO

Type of Complaints / Issues

## Valid Complaints per 1k Boardings

ON-DEMAND MICRO

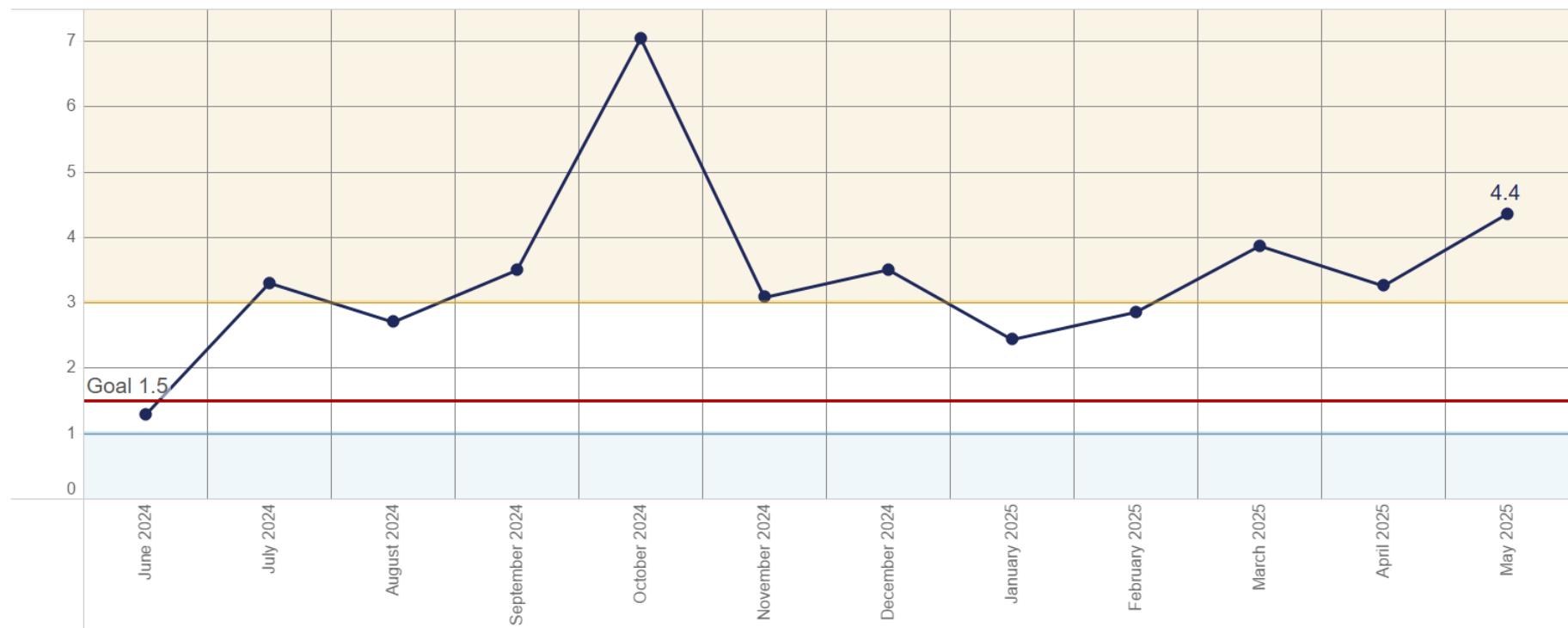


# Wait Time Overview

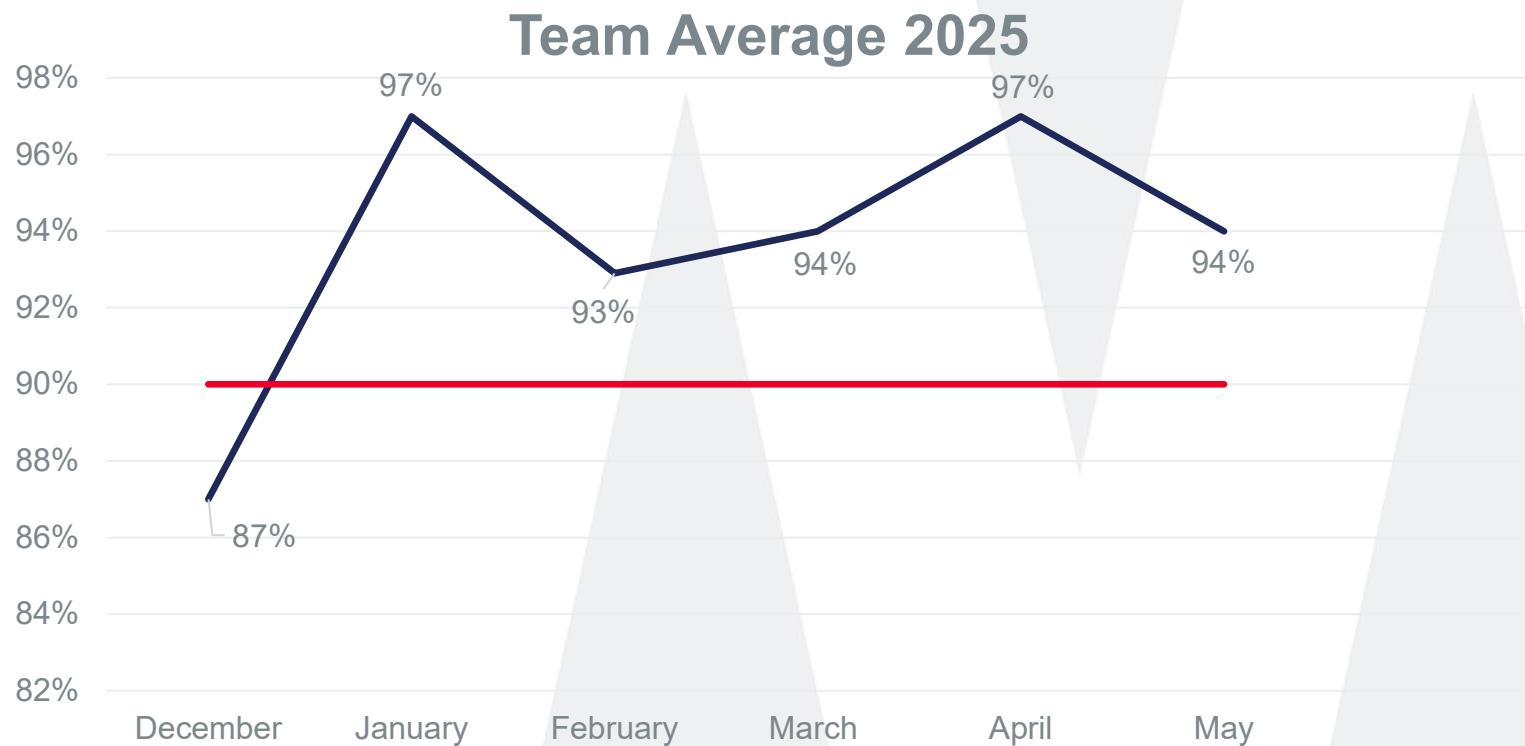


# Average Wait Time (Minutes) Customer Calls

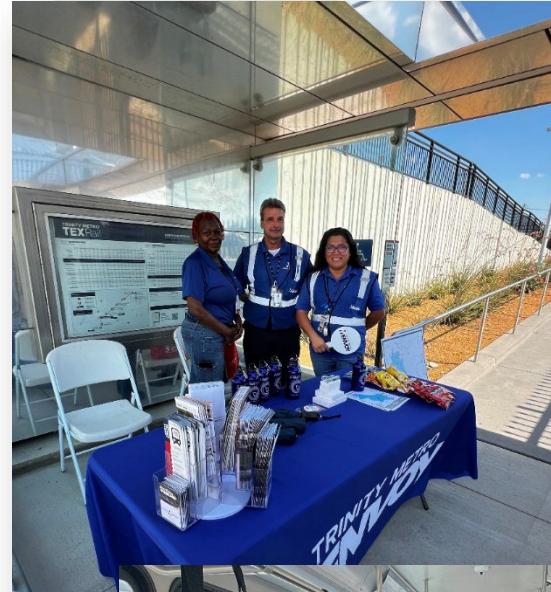
## All Modes



# CSS Rep Score Card



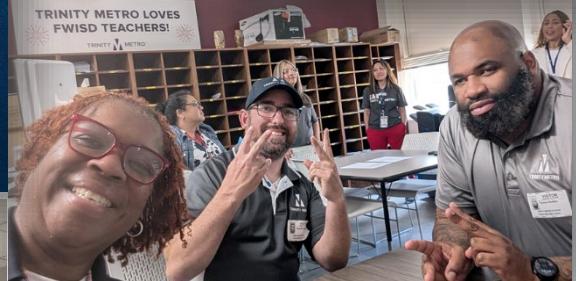
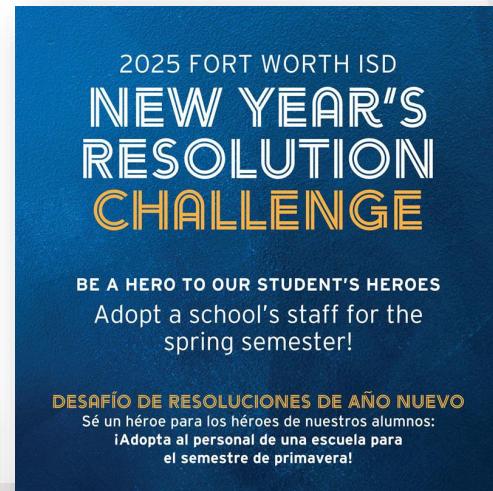
# Community Outreach



# Community Events

## Community Classroom Connections!

- M. H. Moore Elementary
- International Newcomer Academy
- Northside High School



# Upcoming Events

- Dr. Opal Lee Freedom Walk – June 19
- Story Time Train – Read N' Ride – Wednesdays and Saturdays in July
- 6<sup>th</sup> Annual Bus Stop Clean Up Day – Sept. 13
- Bus Roadeo and Family Fun Day – Oct. 4
- FWTA 23<sup>rd</sup> Annual Scholarship Golf Tournament – Oct. 27



Let's honor Juneteenth and strengthen our community by participating in **Opal's Walk for Freedom** on Thursday, June 19.

Scan the code to sign up and join us in celebrating this important day.



# BOARD OF DIRECTORS

## INFORMATION ITEM

**ITEM TITLE**

FY26 Preliminary Budget

**MEETING DATE**

June 16, 2025

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**BACKGROUND**

A preliminary operating and capital budget for FY26 will be presented for consideration. Staff will return to provide the FY26 Proposed Budget in August and seek final approval in September.

**RECOMMENDATION**

There is no recommendation as this is an information item for the Board's feedback and discussion.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Greg Jordan

**DATE**

06/01/25

# BOARD ACTION ITEM

**ITEM NUMBER**

BA2025-34

**MEETING DATE**

June 16, 2025

**ITEM TITLE**

TEXRail Operation &amp; Maintenance (O&amp;M) Contract Extension

**BACKGROUND**

The original Regional Commuter Rail Operations and Maintenance Contract No. C-2005858-01 (the contract) was approved by The Fort Worth Transportation Authority (Trinity Metro) Board on May 26, 2015, under BA2015-32. This contract included commuter rail Operations and Maintenance (O&M) services for Trinity Railway Express (TRE), with Denton County Transportation Authority (DCTA) and TEXRail as options under the terms and conditions of the regional contract.

On February 27, 2017, the Trinity Metro Board of Directors approved Board Action No. BA2017-47, authorizing the President/Chief Executive Officer to award an eight-year Contract No. 17-020, with one ten-year option to Herzog Transit Services, Inc., for TEXRail Operations and Maintenance services. The services provided under the initial term of Contract No. 17-020 include:

- Mobilization (documentation of federal railroad classifications),
- General management for all commuter rail operations;
- Positive Train Control (PTC) management;
- All train operations, including crews and dispatch personnel;
- All maintenance of equipment on authority-owned rolling stock'
- Train dispatching; and
- All maintenance of the TEXRail right-of-way
- Fuel (direct pass-through)

This Board Action seeks approval to exercise the one ten-year extension for Contract No. 17-020; increase the current Contract No. 17-020 amount by \$324,337,982 for a total Board authorization not-to-exceed \$465,619,950. The contract was negotiated using fixed rates and pricing that are adjusted annually based on a 3% cap.

Operating and Maintenance Ten-Year Cost  
Operating & Maintenance Base: \$224,367,561

Fuel and Allowance: \$99,970,421

Staff recommendation with Fuel/Allowance: \$324,337,982

The \$324,337,982 price does not encompass annual capital expenses, special or extra trains, or long-term scheduling changes. These items will be managed through the TEXRail annual budget process. Any capital or operating changes that cannot be addressed through the budgetary process will be submitted to the Trinity Metro Board of Directors for approval as necessary. During the O&M contract negotiations, capital work for track, signal, and vehicle repair rates has been finalized for the contract extension. Special and extra trains have also been agreed upon. These trains will be charged at the predetermined train hours and train mile rates.

**PROCUREMENT**

Trinity Metro's Procurement Department has followed procurement policy and is in compliance with all applicable Federal, State and Trinity Metro procurement requirements.

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

DBE 7% and MWBE 27%

They have exceeded their goals so far concerning this project.

**FINANCING**

Funds will be available in Trinity Metro's FY2026 Operating Budget. Funds for future contract years will be considered in the respective proposed budgets.

**RECOMMENDATION**

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to enter into a Contract extension with Herzog Transit, Inc., for TEXRail Operations and Maintenance Services for a 10-year term; increasing the current Board-approved contract amount of \$141,281,968 by \$324,337,982, for a new total authorized amount that is not to exceed \$465,619,950.

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**STAFF DISPOSITION****EXECUTIVE LEAD\***

Reed Lanham

**DATE**

06/02/25

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## **DISPOSITION OF BOARD OF DIRECTORS**

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### **SECRETARY APPROVAL**

# BOARD ACTION ITEM

**ITEM NUMBER**

BA2025-33

**MEETING DATE**

June 16, 2025

**ITEM TITLE**

Metro Area Transit System Corporation

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**BACKGROUND**

Metro Area Transit System Corporation ("MATS") is organized to aid, assist, and act on behalf of the Fort Worth Transportation Authority ("Trinity Metro"). Trinity Metro is seeking the approval of the MATS Amended and Restated Articles of Incorporation (attached) as outlined in the Bylaws approved by the Trinity Metro Board of Directors and the appointment of Alicia Walker, Ronald Newman, and Christine Black to the MATS Board of Directors.

Other MATS Board Members previously appointed and continuing to serve include Richard Andreski and Kelli Shields.

**RECOMMENDATION**

The Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to sign the Amended and Restated Articles of Incorporation for the Metro Area Transit System Corporation and the appointment of Alicia Walker, Ronald Newman, and Christine Black to the MATS Board of Directors.

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**STAFF DISPOSITION****EXECUTIVE LEAD \***

Alicia Walker

**DATE**

05/22/25

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**DISPOSITION OF BOARD OF DIRECTORS**

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**SECRETARY APPROVAL**

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**METRO AREA TRANSIT SYSTEM CORPORATION**

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a resident of the service area of the Fort Worth Transportation Authority, a regional transportation authority governed by Chapter 452 of the Texas Transportation Code ("Trinity Metro") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code, known as the "Texas Transportation Corporation Act" (the "Act"), Chapter 394, Texas Local Government Code (the "Local Government Code"), and, to the extent not inconsistent with the Act, Chapter 22 of the Texas Business Organizations Code, known as the "Texas Nonprofit Corporation Law" (the "Nonprofit Corporation Law"), do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I.**

The name of the corporation is Metro Area Transit System Corporation (the "Corporation").

**ARTICLE II.**

The Corporation is a public nonprofit corporation.

**ARTICLE III.**

The period of duration of the Corporation shall be perpetual.

**ARTICLE IV.**

The Corporation is formed pursuant to the provisions of the Act and the Local Government Code, as they now or may hereafter be amended, which authorize the Corporation to assist and act on behalf of Trinity Metro to accomplish any governmental purpose of Trinity Metro, including, without limitation, the financing, constructing, owning, managing and operating, or otherwise supporting, enhancing or advancing, regional mobility services, and to engage in activities in the furtherance of such purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to nonprofit corporations incorporated under the Act, including, without limitation, the powers granted under the Nonprofit Corporation Law. The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in Texas and which are necessary or useful to

enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions. The Corporation shall have the power to acquire land in accordance with the Act.

The Corporation will comply with the provisions of both the Texas Open Meetings Act (Vernon's Texas Codes Annotated, Texas Government Code §§551.001 to 551.146) and the Texas Public Information Act (Vernon's Texas Codes Annotated, Texas Government Code §§552.001 to 552.353) in force in the State of Texas from time to time.

## ARTICLE V.

The Corporation shall have no members and shall have no stock.

## ARTICLE VI.

All powers of the Corporation shall be vested in a Board of Directors ("Board" or "Board of Directors") consisting of five (5) persons. Each member of the Board (each a "Director" and collectively, "Directors") must be at least eighteen (18) years old. At all times the majority of the Directors must reside in Trinity Metro's service area as required by the Act.

Directors shall be appointed to the Board for a term of five (5) years by a majority vote of Trinity Metro's board of directors in accordance with the Corporation's bylaws. Alternatively, the Board may divide into classes of Directors, with differing terms of office for the various classes; thereafter, each class of Director shall serve for a term of five (5) years. If a Director has been appointed to fill an unexpired term, the term of such Director shall expire on the expiration date of the term of the Director whom he or she was appointed to replace.

Any Director may be removed from office at any time by majority vote of Trinity Metro's board of directors and a replacement for such Director may be appointed by majority vote of Trinity Metro's board of directors in accordance with the bylaws of the Corporation. Any such removal shall be effective immediately and the replacement shall be appointed within a reasonable time following such removal. The number of Directors may only be increased or decreased by an amendment to these Articles of Incorporation.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas.

As used in these Articles of Incorporation, the phrase "majority vote of Trinity Metro's board of directors" means a majority of those members of Trinity Metro's board of directors present and voting at a meeting of Trinity Metro's board of directors at which a quorum is present and for which proper notice has been given as required by applicable law.

## **ARTICLE VII.**

The street address of the registered office of the Corporation is 801 Grove Street, Fort Worth, Texas 76102-6857, which is within Trinity Metro's service area, and the name of its registered agent at such address is Kelli Shields.

## **ARTICLE VIII.**

The names and street addresses of the Directors, each of whom resides within the service area of Trinity Metro, are:

NAME	ADDRESS
Richard Andreski	801 Grove Street Fort Worth, TX 76102
Kelli Shields	801 Grove Street Fort Worth, TX 76102
Alicia Walker	801 Grove Street Fort Worth, TX 76102
Ronald Newman	801 Grove Street Fort Worth, TX 76102
Christine Black	801 Grove Street Fort Worth, TX 76102

## **ARTICLE IX.**

A resolution approving the form of these Articles of Incorporation has been adopted by Trinity Metro, acting by and through its board of directors, on April 9, 2025.

## **ARTICLE X.**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

## **ARTICLE XI.**

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation shall accrue to Trinity Metro.

Trinity Metro shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by Trinity Metro shall be deposited into such account or fund as determined by Trinity Metro's board of directors. No part of the Corporation's income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of the Act and the Local Government Code, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to Trinity Metro for deposit into such account or fund as Trinity Metro's board of directors shall direct.

## **ARTICLE XII.**

The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of Trinity Metro as provided in these Articles of Incorporation. However, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including, without limitation, Article III, Section 52 of said constitution, and no agreements, bonds, debts, or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts, or obligations, or the lending of credit, or a grant of public money or thing of value, of or by Trinity Metro or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of the faith and credit of any of them.

## **ARTICLE XIII.**

The board of directors of Trinity Metro may at any time consider and approve a resolution directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this article shall be deemed a cause for the removal from office of any or all the Directors as permitted by Article VI of these Articles of Incorporation.

## **ARTICLE XIV.**

These Articles may not be changed or amended unless approved by majority vote of Trinity Metro's board of directors.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of April, 2025.

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Richard Andreski, President and CEO of Trinity Metro

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Kelli S. Shields, Chief Administrative Officer of Trinity Metro

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Christine Black, Chief of Staff of Trinity Metro

# BOARD ACTION ITEM

**ITEM NUMBER**  
BA2025-35

**MEETING DATE**  
June 16, 2025

## ITEM TITLE

Bus Stop Improvement Program - Trinity Metro and City of Fort Worth Inter-Local Agreement

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## BACKGROUND

Trinity Metro is focused on improving overall customer experience, safety, and security by providing upgrades to our bus system through several customer-focused initiatives. The customer experience begins at the bus stop, and we believe we can bring a better experience, and provide additional safety and security to our customers. In 2023, Trinity Metro embarked on the Bus Stop Improvement Program to reimagine the existing bus stops and bus stop amenities. Trinity Metro has completed Year 1 of the program which saw the completion of upgrades to 306 bus stop locations, which included 135 new shelters and 87 new advertising benches installed. Trinity Metro partnered with the City of Fort Worth who completed new pad and concrete flatwork design and construction for 66 locations at no cost to Trinity Metro. Trinity Metro has been awarded federal Surface Transportation Block Grant dollars in the amount \$1,000,000 to assist in the design and construction of concrete pads/sidewalks at bus stop locations. Trinity Metro would like to utilize these funds and continue its partnership with the City of Fort Worth for Year 2 of the program. Trinity Metro and the City of Fort Worth have developed an Inter-Local Agreement outlining the roles and responsibilities for the Year 2 locations to ensure all federal requirements will be met to utilize the available federal funding. Trinity Metro will reimburse the City of Fort Worth for actual costs up to and not to exceed \$1,000,000 for approximately 89 stop locations. Trinity Metro will be reimbursed 100% of the costs through the grant dollars.

## FINANCING

Funds are available in Trinity Metro's FY2025 Capital Budget. Funds for contract years will be considered in the respective proposed budgets

This project was approved in the FY25 Budget. Funding for this project will be reimbursed through Surface Transportation Block Grant (STBG) at 100%. Funds for subsequent contract years will be considered in the respective proposed budgets

## RECOMMENDATION

Trinity Metro Board of Directors authorizes the President & Chief Executive Officer to execute an Inter-Local Agreement with the City of Fort Worth for completing the design and construction of concrete flatwork associated with Year 2 bus stop locations of the Bus Stop Improvement Program. Trinity Metro will reimburse the City of Fort Worth for actual cost for an amount not to exceed \$1,000,000.

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## STAFF DISPOSITION

**EXECUTIVE LEAD\*** **DATE**  
Chad Edwards 06/02/25

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## DISPOSITION OF BOARD OF DIRECTORS

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## SECRETARY APPROVAL

**INTERLOCAL AGREEMENT  
BETWEEN  
THE FORT WORTH TRANSPORTATION AUTHORITY  
AND  
THE CITY OF FORT WORTH, TEXAS**

This Interlocal Agreement (“Agreement”) is made between the City of Fort Worth (“City”), a home-rule municipal corporation of the State of Texas, and the Fort Worth Transportation Authority (“Trinity Metro”), a regional transportation authority under Chapter 452, Texas Transportation Code. The City and Trinity Metro are collectively referred to as the “Parties” and individually as a “Party”; and

**WHEREAS**, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code (the “Act”) provides legal authority for the Parties to enter into this Agreement; and

**WHEREAS**, this Agreement is to provide a government function or service that each Party is authorized to perform individually, and it serves the common interest of both Parties; and

**WHEREAS**, the City and Trinity Metro desire to improve the current and future user experience and install amenities at all existing bus stops in the City to support more modern, safer, and accessible stops over a three year program; and

**WHEREAS**, the City has completed year one of the program which was completely funded by the City; and the City has committed the amount of \$3 million to assist with the completion of the three-year program; and

**WHEREAS**, the City and Trinity Metro desire to enter into this Agreement to outline the City's participation in the installation of concrete flatwork for the bus stop improvement program for the second year of the program; and

**WHEREAS**, the City and Trinity Metro anticipate amending this Agreement or entering into a new agreement for the third year of the program; and **WHEREAS**, the governing bodies of City and Trinity Metro, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments from current revenues legally available to each Party;

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, the Parties do hereby agree as follows:

**ARTICLE 1. PURPOSE**

The purpose of this Agreement is to outline the City's and Trinity Metro's responsibilities associated with the installation of concrete flatwork and amenities associated with the second year of the system-wide bus stop improvement program.

**ARTICLE 2. TERM AND TERMINATION**

This Agreement shall begin upon the last day executed by all authorized Parties (“Effective Date”) and shall continue in full force and effect until both Parties have fulfilled their obligations hereunder, unless earlier terminated under the terms hereof or applicable law (“Term”). Either Party to this Agreement may terminate this Agreement at any time and for any reason by providing the other

Party thirty (30) days' written notice to the other Party pursuant to Article 20 of this Agreement. If termination is sought by Trinity Metro for any reason or no reason at all, or if termination is sought by City because of Trinity Metro's failure to abide by its obligations outlined in Article 4 of this Agreement, Trinity Metro shall pay the City for all unpaid expenses incurred by City to install concrete flatwork between the Effective Date and termination of this Agreement; provided that Trinity Metro's repayment obligation shall not exceed \$1,000,000.

### **ARTICLE 3. CITY'S RESPONSIBILITY**

The Parties have identified the specific locations for work under this Agreement as shown on Exhibit A – Year 2 Locations. The work covers design, demolition, and construction of bus-stop concrete flatwork and accessibility improvements for locations specified on Exhibit A.

City is responsible for assigning a single point of contact to serve as a liaison to Trinity Metro, and represent the City's Transportation and Public Works Department for overall scheduling, coordination and management of the program.

City is responsible for review and issuance of necessary permits, and conducting city required inspections of concrete flatwork at all locations identified through program.

City is responsible for procurement of contractor(s) as necessary for design and construction of concrete flatwork at the locations identified Exhibit A.

City is responsible for demolition of existing concrete and installation of new concrete flatwork at agreed to locations as shown on Exhibit A.

City is responsible for right-of-way and underground utility evaluations for each of the proposed locations. City shall inform Trinity Metro immediately upon the discovery of any potential issues that might delay the work.

City is responsible for all necessary safety and accessibility improvements (sidewalks, curb cuts, etc.) leading to bus stop amenities that will be installed on concrete flatwork.

City is responsible for completing the concrete flatwork contemplated by this Agreement. City will provide Trinity Metro monthly updates to track progress of the work. City will inform Trinity Metro if concrete flatwork is delayed.

City will fund the design and construction of all locations shown on Exhibit A.

No later than 90 days after the completion and City's final acceptance of all work at Year 2 locations, City shall invoice Trinity Metro for costs, in an amount not to exceed \$1,000,000.

Trinity Metro will seek reimbursement from a Federal Transit Administration (FTA) grant (the "Grant") for its payments to City for costs of the concrete flatwork for the Year 2 locations. To ensure compliance with all Grant requirements, City's procurement of its contractor(s) for the work will include all federal provisions, clauses and flow downs required under the terms of the Grant and applicable law. City shall coordinate with Trinity Metro prior to issuing any solicitations and/or executing any contracts pertaining to the Year 2 locations to ensure Grant compliance. Federal Clauses that must be incorporated are listed in **Exhibit E**.

If FTA determines that its regulations or applicable law require the inclusion of any additional (or exclusion of any) provisions, Trinity Metro will inform City of same promptly upon Trinity Metro's

learning thereof, and City will adjust any ongoing solicitations or modify any unexecuted contracts with respect to work for the Year 2 locations.

City is responsible to maintain in good condition the concrete flatwork installed through the program. City's maintenance obligation will survive the termination of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, City and Trinity Metro acknowledge and agree that FTA retains a federal interest in any infrastructure contemplated by this Agreement that is federally assisted and that FTA's interest will remain until, and to the extent that, the FTA removes its interest pursuant to FTA property disposition and reimbursement requirements and any other applicable federal law, rules, and regulations. City and Trinity Metro, by execution hereof, further acknowledge and agree to comply with all applicable federal requirements, including the terms and conditions of FTA's Master Agreement, as amended, associated with the procurement, construction, installation, and maintenance of any federally-assisted infrastructure contemplated by this Agreement.

#### **ARTICLE 4. TRINITY METRO'S RESPONSIBILITY**

Trinity Metro will remove existing amenities and install new amenities on concrete flatwork, as outlined in the bus stop improvement program. City hereby grants Trinity Metro an irrevocable license to permit Trinity Metro to enter upon all flatwork locations installed by City and the right to perform all its obligations under this Agreement, including, but not limited to, its maintenance obligations under the penultimate paragraph of this section following the termination of this Agreement. Such license will terminate when Trinity Metro's obligations, including obligations that survive termination of this Agreement, terminate.

Trinity Metro is responsible for assigning a single point of contact to serve as a liaison to the City, and represent Trinity Metro for overall scheduling, coordination and management of the program.

Trinity Metro is responsible for providing locations where concrete flatwork is needed (as set out in Exhibit A), including providing an assessment of readiness and site-specific conditions for each location upon request; excluding right of way and underground utilities.

Trinity Metro is responsible for providing standard specifications and typical designs for concrete flatwork for two concrete pad sizes, as set out in Exhibit B.

Trinity Metro is responsible for providing specifications for amenities to be installed on concrete flatwork, as set out in Exhibit C.

Trinity Metro shall reimburse the City up to \$1,000,000 within 90 days of receipt of an invoice from the City.

Trinity Metro is responsible for timely installation of its amenities upon completion of concrete flatwork per the dates included in the Program Schedule. Trinity Metro will provide City monthly updates to track progress of such installation. Trinity Metro will inform City if installation of amenities is delayed per schedule. Trinity Metro is responsible for maintenance of the amenities installed through the program, which obligation will survive the termination of this Agreement; provided, however, if Trinity Metro bus service is eliminated at any such location, Trinity Metro reserves the right to remove the amenities installed at such location, and Trinity Metro's obligation to maintain amenities at the location will terminate.

Trinity Metro is responsible for coordination with FTA on all environmental actions and approvals necessary prior to the City initiating work on program. See Exhibit D.

## **ARTICLE 5. EXHIBITS**

All exhibits attached to this Agreement are hereby incorporated into the Agreement by reference for all purposes. The attached Exhibits are:

- Exhibit A - Year 2 locations
- Exhibit B - Concrete slab specifications and typical designs required for 29.5'x11' pads and 21'x11' pads
- Exhibit C - Specifications for amenities to be installed on concrete flatwork (by Trinity Metro)
- Exhibit D - Federal Transit Administration (FTA) Categorical Exclusion determination for Bus Stop Improvement Program
- Exhibit E – Federal Government Required Clauses (FTA)

## **ARTICLE 6. IMMUNITY**

It is expressly understood and agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any privileges, immunities or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## **ARTICLE 7. ASSIGNMENT**

The City shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement, save for City's procurement of contractors to perform the work, without the prior written consent of Trinity Metro, which such right shall be granted solely at the discretion of the City.

## **ARTICLE 8. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas Fort Worth Division. In any such action, each Party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

## **ARTICLE 9. REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties.

## **ARTICLE 10. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **ARTICLE 11. APPLICABLE LAW**

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and ordinances of the City and Trinity Metro, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law.

## **ARTICLE 12. ENTIRE AGREEMENT**

This written instrument contains the entire understanding and agreement between the City and Trinity Metro as to the matters contained herein. Any prior or contemporaneous oral or written agreement regarding the subject of this agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both Parties.

## **ARTICLE 13. SIGNATURE AUTHORITY**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Agreement.

## **ARTICLE 14. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that the City shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of Trinity Metro. Subject to and in accordance with the conditions and provisions of this Agreement, the City shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. The City acknowledges that the doctrine of *respondeat superior* shall not apply as between Trinity Metro, its officers, agents, servants and employees, and the City, its officers, agents, employees, servants, contractors and subcontractors. The City further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and Trinity Metro.

## **ARTICLE 15 NO WAIVER**

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## **ARTICLE 16. NON-APPROPRIATION OF FUNDS**

The City and Trinity Metro will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

## **ARTICLE 17. RIGHT TO AUDIT**

The City agrees that Trinity Metro shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of The City involving transactions relating to this Agreement at no additional cost to Trinity Metro. The City agrees that Trinity Metro shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this Article. Trinity Metro shall give the City reasonable advance notice of intended audits.

## **ARTICLE 18. LIABILITY**

Nothing in the performance of this Agreement shall impose any liability for claims against City or Trinity Metro other than claims for which liability may be imposed by the Texas Tort Claims Act.

## **ARTICLE 19. AMENDMENTS**

No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing and signed by both Parties.

## **ARTICLE 20. FORCE MAJEURE**

The Parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

## **ARTICLE 21. NOTICES**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other Party by United States Mail, registered, return, receipt requested, addressed as follows:

City of Fort Worth  
Attn: Jesica McEachern, Assistant City Manager  
100 Fort Worth Trail  
Fort Worth, TX 76102  
Email: Jesica.McEachern@fortworthtexas.gov

Trinity Metro  
Attn: Chad Edwards  
801 Grove Street  
Fort Worth, TX 76012  
Email: Chad.Edwards@ridetm.org

## **ARTICLE 22. MULTIPLE COUNTERPARTS**

This Agreement may be executed electronically or in two or more counterparts, which, taken together, will constitute one and the same instrument.

Executed by Trinity Metro on:

**FORT WORTH TRANSPORTATION  
AUTHORITY, dba TRINITY METRO,**  
a regional transportation authority

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

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Executed by City on:

**CITY OF FORT WORTH**

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

Print name: Jesica McEachern

Print title: Assistant City Manager

Approved as to form and legality:

---

Douglas W. Black  
Sr. Assistant City Attorney

Attest:

---

Print name: Jannette S. Goodall  
Print title: City Secretary

**Contract Compliance Manager:** By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

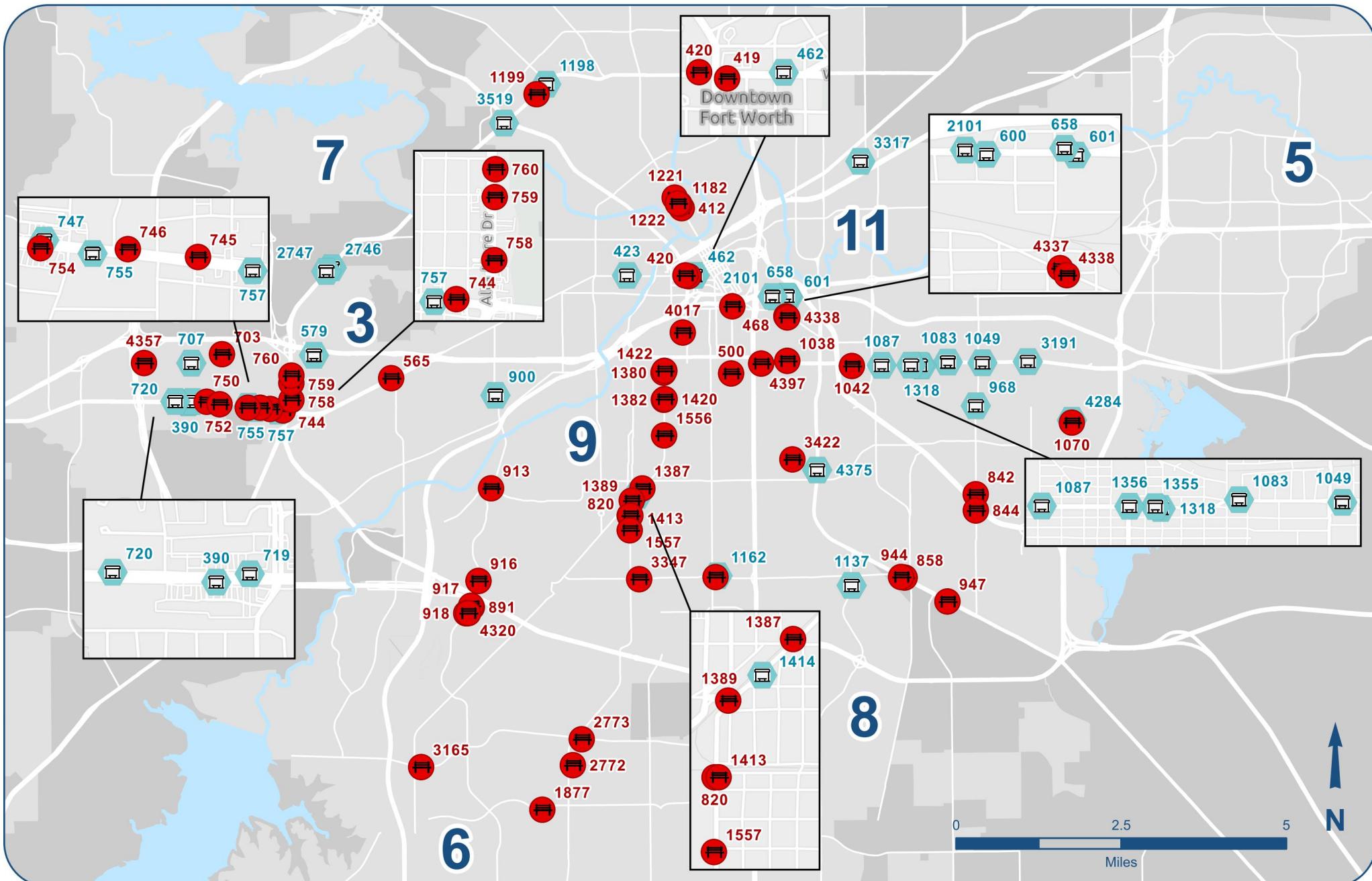
By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**YEAR 2 LOCATIONS**



## Trinity Metro Bus Pad Project Year 2



Bench Pads



Data Source: CFW GIS, NearMap | Map generated March 2025 | TPW Business Support Services

Page 61 of 79

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## EXHIBIT A - YEAR 2 LOCATIONS

Stop Info							Pad Status		LAW Install Task										Comments						
Task #	Bus Route	Stop ID	Location	Direction	Latitude	Longitude	Pad Status	In Design?	Ready By	10' Ad Shelter	10' Non-Ad Shelter	20' Ad Shelter	20' Non-Ad Shelter	4' Shelter Bench	6' Eco Shade	6' Ad Bench	E-Paper Sign	Trash	Post	Solar Post					
	91	390	Camp Bowie & Portales	EB	32.724226	-97.46748	Build	Y		1				1			1	1	1						
1,29,33	411		Seminary & Hemphill, Eastbound		32.684731	-97.33091	Build										1	1	1						
15	412		Main & 5th - 6th, Northbound		32.76586	-97.33865	Build									1	1	1	1						
2	419		7th & Henderson, Eastbound		32.750897	-97.33707	Build									1	1	1	1						
2	420		7th & Henderson - Lexington, Westbound		32.751077	-97.33787	Build									1	1	1	1						
2	423		7th & Woolery	WB	32.751227	-97.35309	Build			1				1				1	1						
2	462		7th & Macon	WB	32.751071	-97.33545	Build			1				1				1	1						
5, 6	468		S Main & I-30		32.744176	-97.32579	Build									1	1	1	1						
4, 5	500		Main & Morphy, Southbound	SB	32.729424	-97.32628	Build									1	1	1	1						
2	565		Camp Bowie & Winthrop		32.729192	-97.41469	Build									1	1	1	1						
91	579		Green Oaks & Calmont, Southbound		32.734404	-97.4347	Build			1				1				1	1						
89	600		E Lancaster & Cedar, Eastbound	EB	32.746073	-97.31449	Build			1				1				1	1						
89	601		E Lancaster & Pine, Eastbound	WB	32.746049	-97.31116	Build							1	2			1	1						
89	658		E Lancaster & Pine, Westbound	EB	32.7463	-97.31159	Build							1	2			1	1						
2, 61	703		Calmont Ave & Mojave Trl		32.734838	-97.45863	Build									1	1	1	1						
91	707		Las Vegas & Mojave	SB	32.729331	-97.46661	Build			1				1				1	1						
91	719		Camp Bowie West & Las Vegas-Portales	WB	32.724499	-97.46638	Build	Y			1			1				1	1						
91	720		Camp Bowie West & Portales-Clovis	WB	32.724552	-97.47088	Build	Y		1				1				1	1						
91	744		Camp Bowie West & Joyce-Marquita	WB	32.722339	-97.44292	Build	Y							1			1	1						
91	745		Camp Bowie West & Bonnie	WB	32.7227	-97.44624	Build	Y								1		1	1						
91	746		Camp Bowie West & Curtis	WB	32.722988	-97.44883	Build	Y								1		1	1						
91	747		Camp Bowie West & Williams-Karen	WB	32.723321	-97.4519	Build	Y		1				1				1	1						
91	750		Camp Bowie West & Slade-Brandon	WB	32.724415	-97.46274	Build	Y								1		1	1						
91	752		Camp Bowie West & Slade	EB	32.723845	-97.45937	Build	Y									1	1	1						
91	754		Camp Bowie West & Karen-Williams	EB	32.723021	-97.45205	Build	Y									1	1	1						
91	755		Camp Bowie West & Cherry-Curtis	EB	32.722828	-97.45012	Build	Y		1				1				1	1						
91	757		Camp Bowie West & Ramona-Marquita	EB	32.722188	-97.44423	Build	Y			1			1				1	1						
91	758		Altamere & Elizabeth	NB	32.724636	-97.44069	Build	Y								1		1	1						
91	759		Altamere & Slocum	NB	32.728348	-97.44066	Build	Y								1		1	1						
91	760		Altamere & Slocum-Rosewood	NB	32.729988	-97.44063	Build	Y								1		1	1						
6	820		Mc Cart & Biddison		32.698432	-97.35306	Build										1	1	1						
25	842		Miller & Hardeman		32.70227	-97.26304	Build										1	1	1						
25	844		Miller & Collin		32.698701	-97.26307	Build										1	1	1						
25	858		Mansfield Hwy & Wichita-Seminary		32.68415	-97.28177	Build										1	1	1						
52	891		Hulen & Barwick-SW Loop 820		32.678687	-97.39433	Build										1	1	1						
52	900		Hulen & Wellesley, Northbound	NB	32.725186	-97.38763	Build			1			1					1	1						
52	913		Hulen & Bellaire	SB	32.704768	-97.38901	Build									1	1	1	1						
52	916		Hulen & Overton-Westdale	SB	32.684446	-97.39254	Build									1	1	1	1						
52	917		Hulen & SW Loop 820-Barwick	SB	32.679009	-97.39453	Build									1	1	1	1						
52	918		Hulen & Barwick	SB	32.677356	-97.39582	Build									1	1	1	1						
25	944		Mansfield Hwy & Seminary-Wichita		32.684293	-97.28271	Build										1	1	1						
25	947		Mansfield Hwy & Shackleford, Eastbound		32.678783	-97.27072	Build										1	1	1						
25	968		Miller & Ramey-Millet		32.721701	-97.26275	Build			1			1					1	1						
4	1038		Rosedale & Fabons	EB	32.732056	-97.31164	Build	Y								1	1	1	1						
4	1042		Rosedale & Hall	EB	32.730766	-97.29486	Build										1	1	1						
4	1049		E Rosedale & Miller-Coleman	EB	32																				

## EXHIBIT A - YEAR 2 LOCATIONS

	4, 24	4284	Stalcup & Fitzhugh (transfer point)	NB	32.718284	-97.23783	Build			1				1			1	1	
	52	4320	Hulen & Barwick		32.677387	-97.39533	Build							1			1	1	
	54	4337	Vickery & Tennessee	WB	32.741854	-97.31175	Build	Y						1			1		
	54	4338	Vickery & Tennessee	EB	32.741594	-97.3115	Build	Y						1			1		
	91	4357	Normandale & Shalako	NB	32.733067	-97.47892	Build						1			1	1		
	5	4375	Riverside & Chamas	SB	32.707996	-97.30418	Build			1				1			1	1	
	4	4397	Evans & Oleander	SB	32.731525	-97.31843	Build	Y						1			1		1

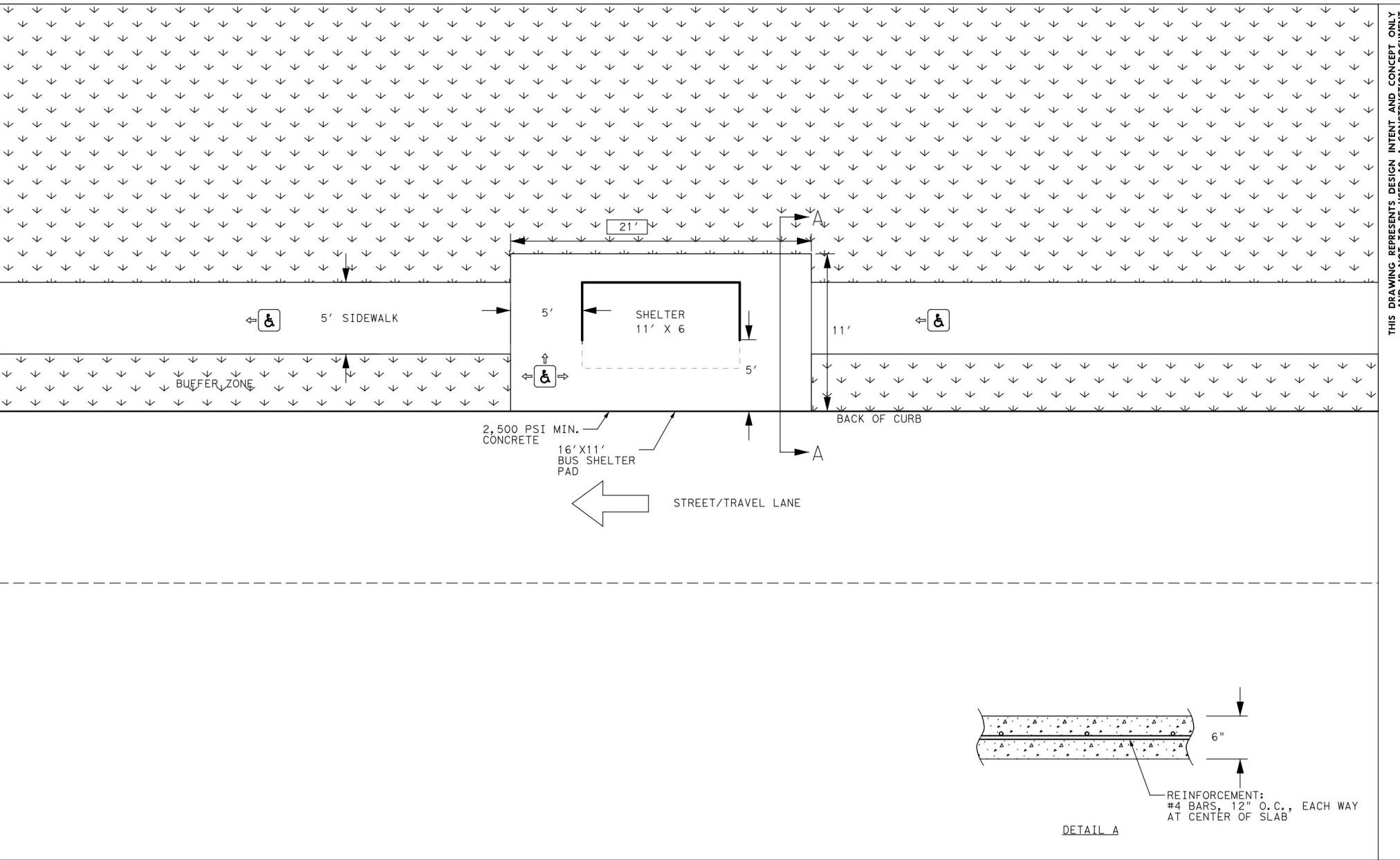
### SUMMARY

Total Stops	194
Total Pads Constructed by CoFW	89
Total Pads Ready	54
Total Shelters	65
Total Benches	78

**EXHIBIT B**

**BUS SHELTER ALTERNATIVES EXHIBIT**

## EXHIBIT B

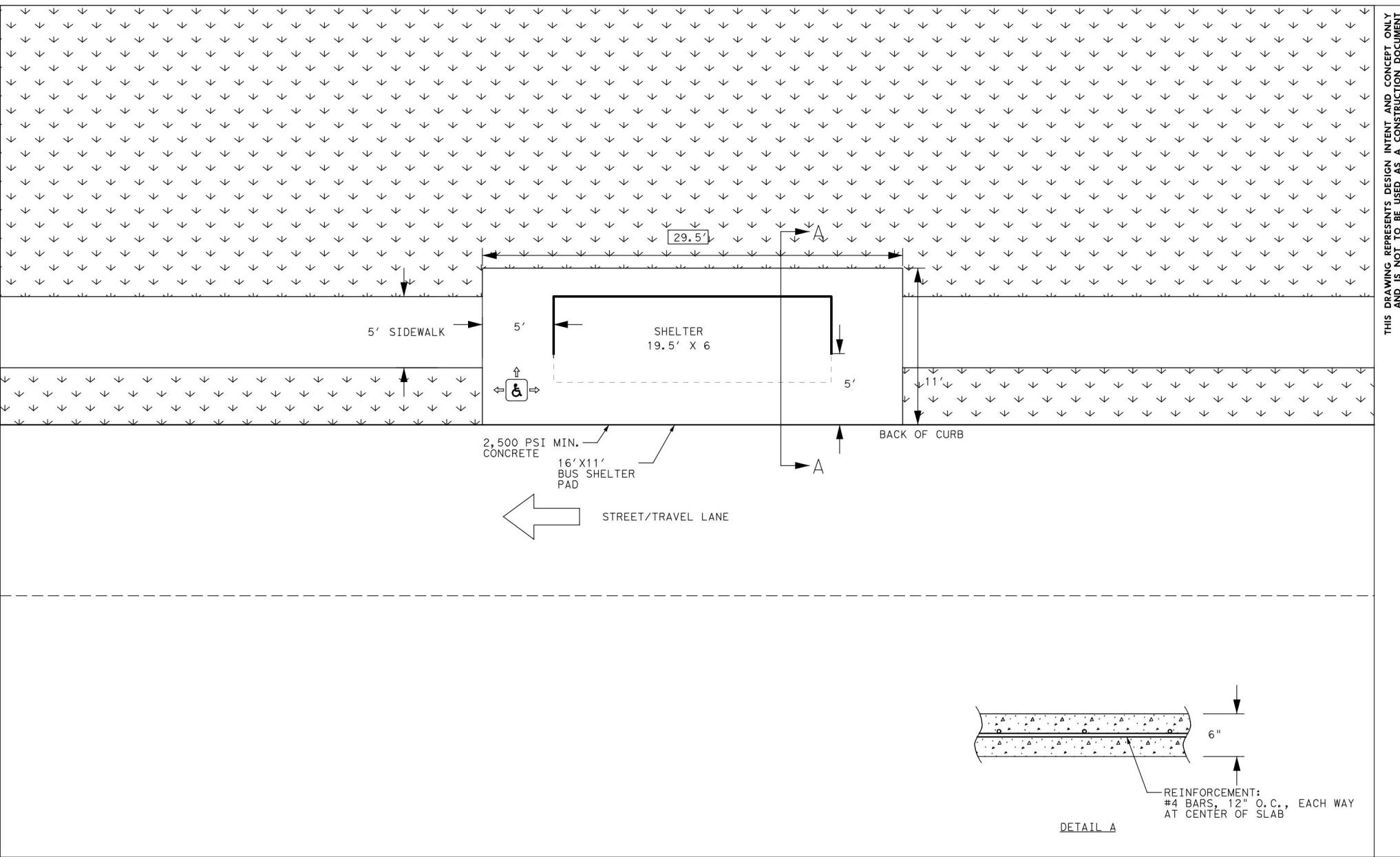


BUS SHELTER ALTERNATIVES EXHIBIT  
11'X6' BUS SHELTER WITH 21'X11' BUS SHELTER PAD

**HDR**  
Firm Registration No. F-754  
17111 Preston Road, Suite 300  
Dallas, Texas 75248  
972.960.4400

SHEET 2 OF 4

## EXHIBIT B

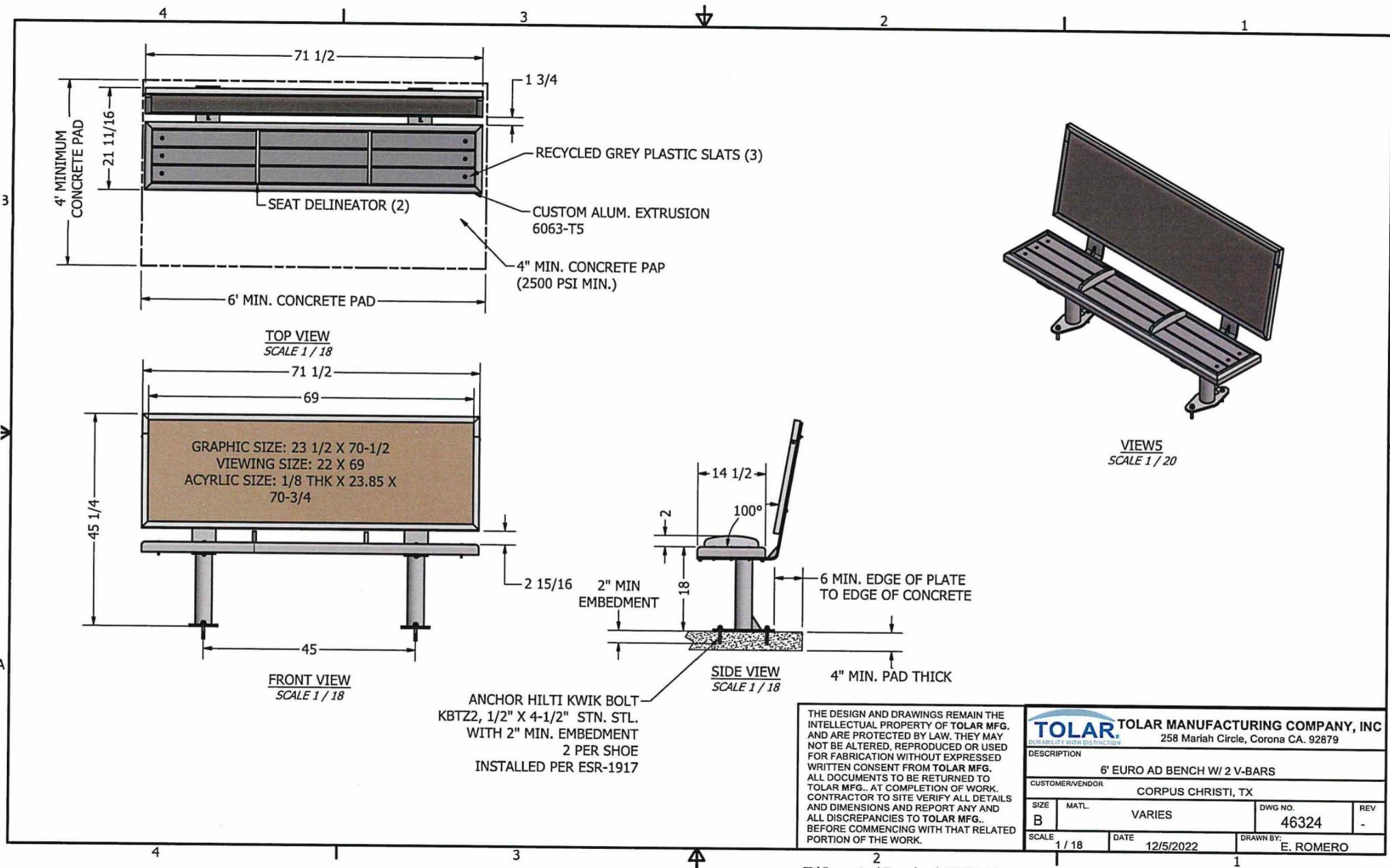


BUS SHELTER ALTERNATIVES EXHIBIT  
19.5'X6' BUS SHELTER WITH 29.5'X11' BUS SHELTER PAD

**HDR**  
Firm Registration No. F-754  
17111 Preston Road, Suite 300  
Dallas, Texas 75248  
972.960.4400

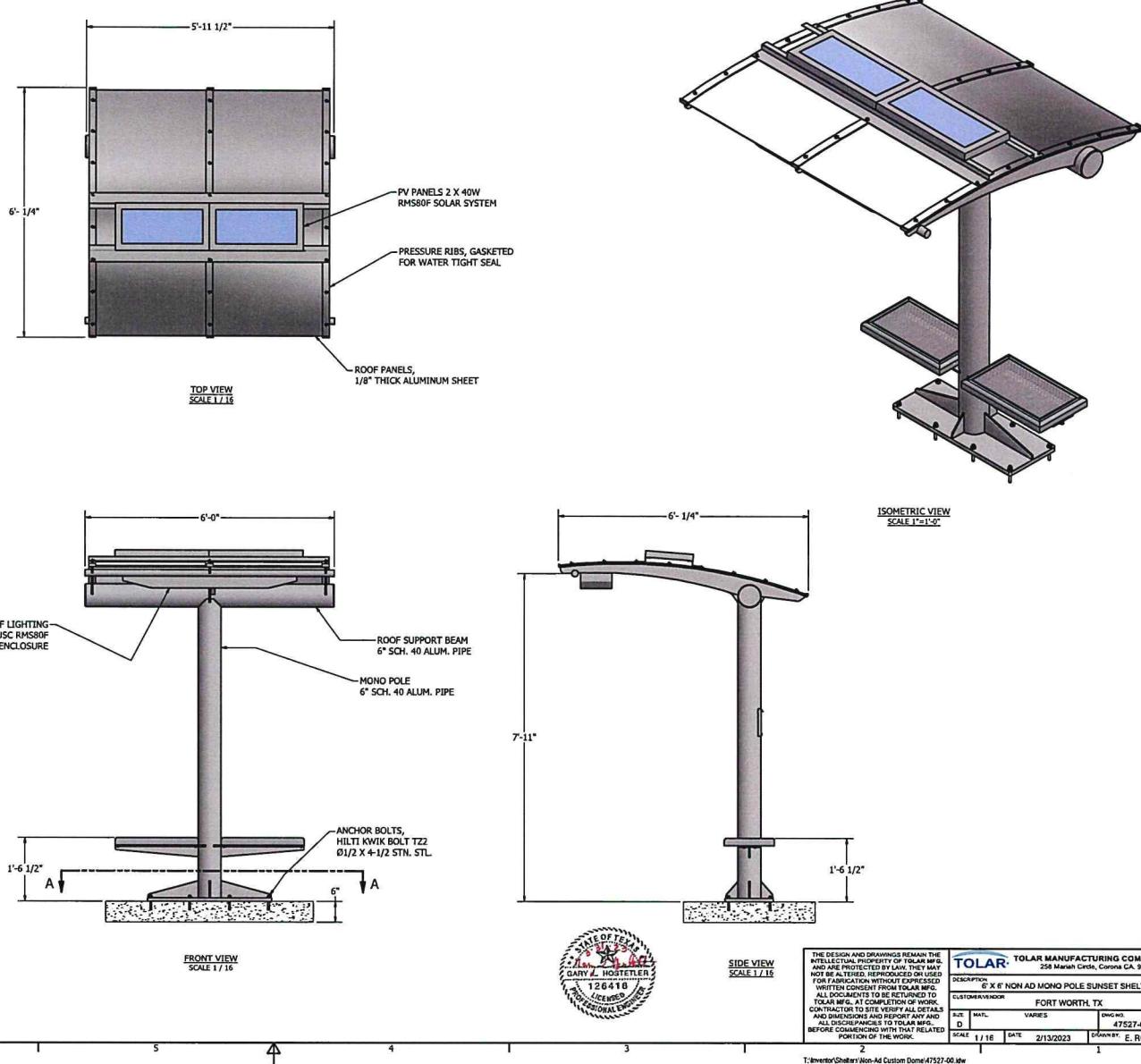
**EXHIBIT C**  
**TOLAR DRAWINGS**

## EXHIBIT C



## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10, ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08, ELECTRODES SHALL CONFORM TO AWS/ASFA 5.10 CLASS ER4043.
6. ALL WELDING PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO., INC.'S QUALITY CONTROL MANUAL.
7. CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY, THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.



T:\Inventor\Shelter\Non-Ad Custom Done\47527-00.dwg

TOLAR: TOLAR MANUFACTURING COMPANY, INC 230 Main St., Corona, CA 92377	
DESCRIPTION: 6' X 6' NON AD MONO POLE SUNSET SHELTER	
CUSTOMER/VENOR: FORT WORTH, TX	
PLATE NO.:	REV.:
DATE: 2/13/2023	DRAWN BY: E. ROMERO
SCALE: 1/16	DRG. NO.: 47527-00

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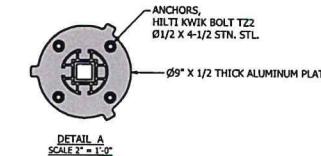
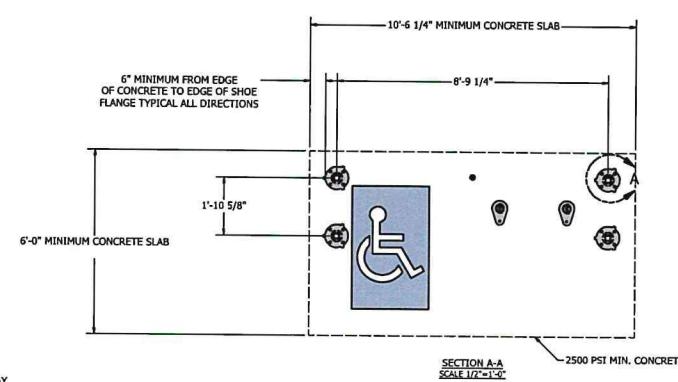
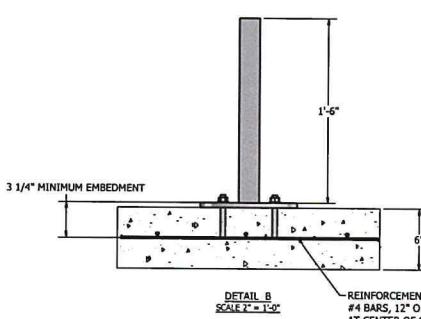
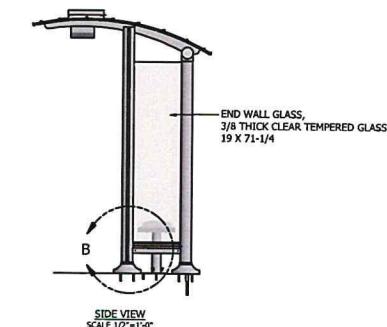
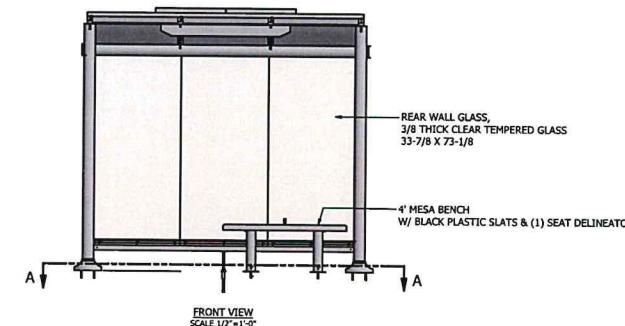
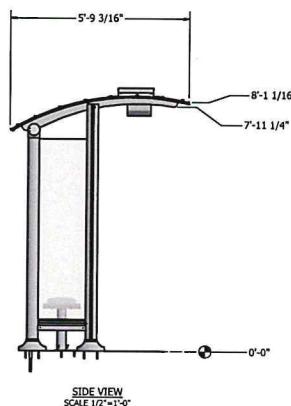
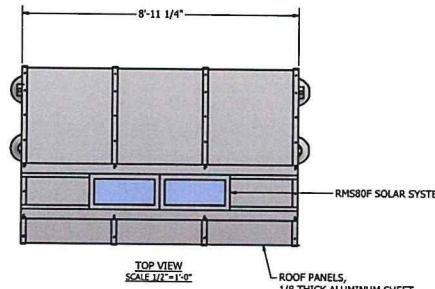
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## GENERAL NOTES:

- ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
- ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOWABLES TO OR GREATER.
- ALL HOLES TO BE DRILLED OR PUNCHED.
- STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
- ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-10. ELECTRODES SHALL CONFORM TO AWS 5.10 CLASS E70-5.
- ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
- THE CONCRETE PAD SIZES SHOWN DO NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



THE DESIGN AND DRAWINGS REMAIN THE PROPERTY OF TOLAR MANUFACTURING COMPANY, INC. AND ARE PROTECTED BY LAW. THEY MAY NOT BE COPIED, REPRODUCED, OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT OF TOLAR.	
WHEN THIS DRAWING IS USED FOR FABRICATION, ALL DOCUMENTS TO BE RETURNED TO TOLAR INC. AT COMPLETION OF WORK, CONSTRUCTION DRAWINGS, FABRICATION DRAWINGS AND DIMENSIONS AND REPORT ANY AND ALL CHANGES MADE TO THE DRAWINGS BEFORE COMMENCING WITH THE RELATED PORTION OF THE WORK.	
CUSTOMER NUMBER	FORT WORTH / TRINITY METRO
REV. D	1 of 1
REV. C	04592-00
REV. B	-
REV. A	-
SCALES AS NOTED	DATE 11/2/2022 DRAWN BY RFair



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T:InventorShaded1 Non-Ad Custom Dome 45521.00.kw

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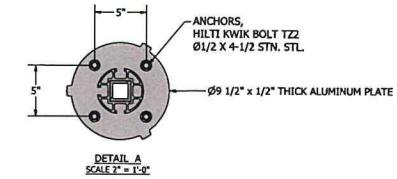
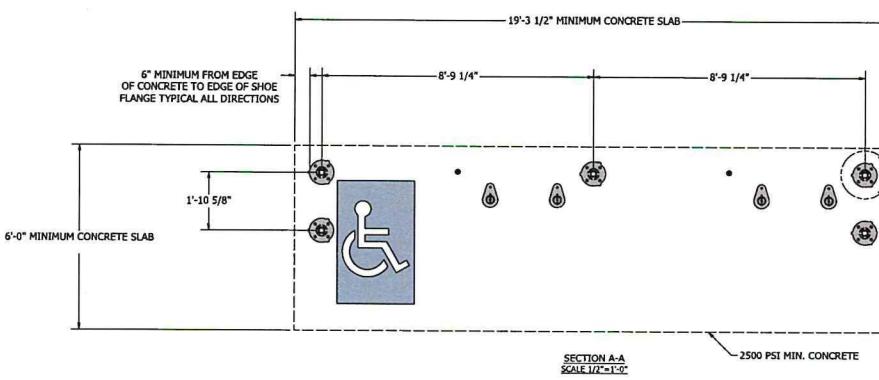
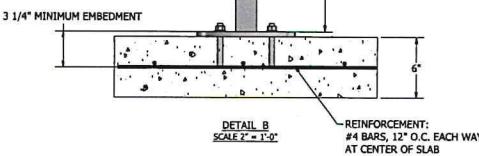
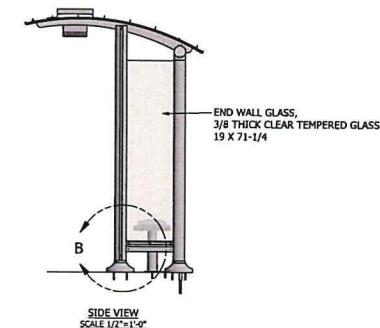
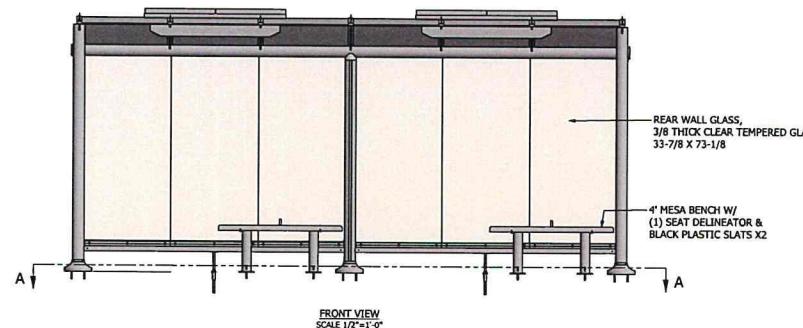
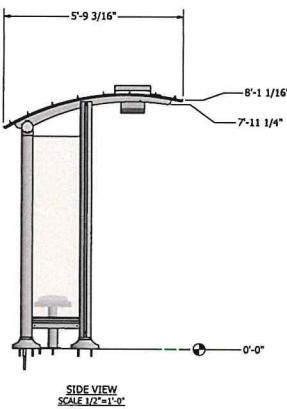
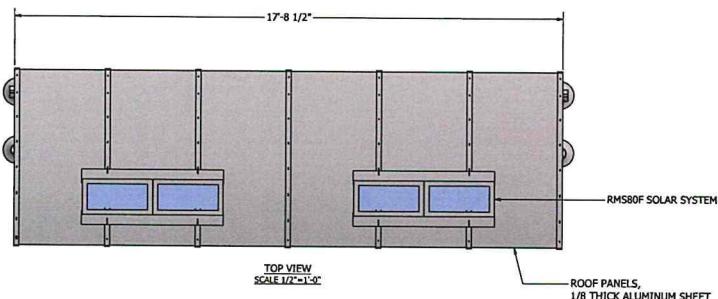
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## GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES SHALL BE DRILLED OR PUNCHED.
4. THE WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.1-10. ELECTRODES SHALL CONFORM TO AWS S.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/SFA S.10 CLASS ER4043.
6. ALL CONSTRUCTION PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO., INC'S QUALITY CONTROL MANUAL.
7. THE CONCRETE PAD SIZES SHOWN DO NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR INC. AND ARE PROTECTED BY LAW. THEY MAY NOT BE COPIED, REPRODUCED, OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR INC. ALL DOCUMENTS TO BE RETURNED TO TOLAR INC. AT THE TIME OF FABRICATION. CONTRACTOR TO SITE AND VERIFY ALL DETAILS AND SPECIFICATIONS AND REPORT ANY AND ALL DEFECTS OR ERRORS TO TOLAR INC. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.									
TOLAR	TOLAR MANUFACTURING COMPANY, INC.	258 Main St, Corona, CA 92879	18NALDSIG3/8GL						
DESCRIPTION									
CUSTOMER/CONTRACTOR									
FORT WORTH / TRINITY METRO									
REV									
DATE	11/21/2022	DRAWN BY	R.Farr	1					
NOTES									

T:InverterShelter/Non-Ad Custom Dome/48523-01.dwg

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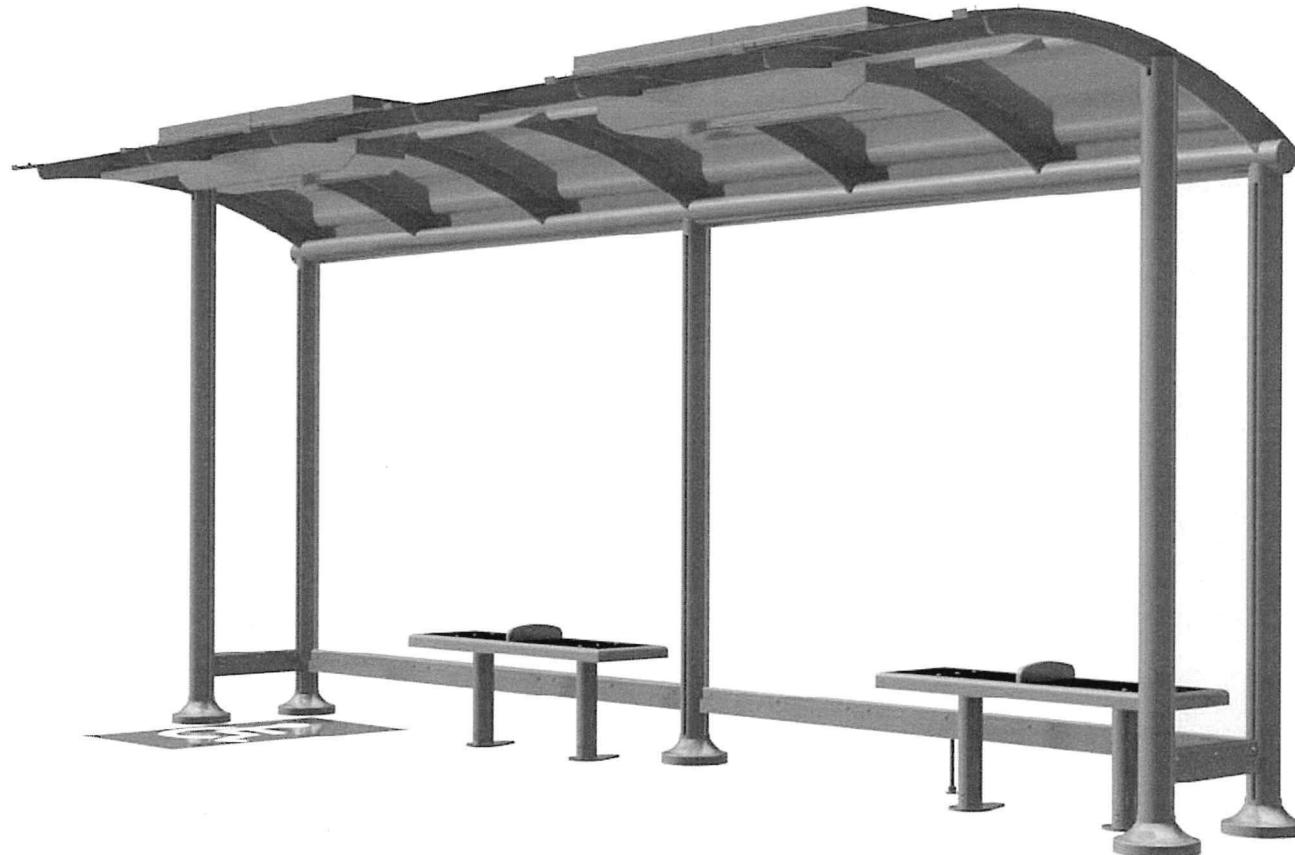
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ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT THE END OF THE PROJECT.		PAGE 2 of 2	
CUSTOMER/CONTRACTOR	FORT WORTH, TX / TRINITY METRO	REV	
IRON	MATL.	VARES	ONO NO.
D			
SC	AS NOTED	DATE	11/21/2022 DRAWN BY: RFarr

T:Inveror Shelters Non-Ad Custom Dome 48520-00.lw

**EXHIBIT D**  
**ENVIRONMENTAL DOCUMENT**

## EXHIBIT D

**Subject:** FW: Trinity Metro Bus Stop Replacement Program - CatEx

**Importance:** Low

**From:** Hayes, Lynn (FTA) <[Lynn.Hayes@dot.gov](mailto:Lynn.Hayes@dot.gov)>

**Sent:** Monday, July 31, 2023 1:39 PM

**To:** Chad Edwards <[Chad.Edwards@ridetm.org](mailto:Chad.Edwards@ridetm.org)>

**Cc:** Eva Williams <[Eva.Williams@ridetm.org](mailto:Eva.Williams@ridetm.org)>; Shelton, Tom <[tom.shelton@hdrinc.com](mailto:tom.shelton@hdrinc.com)>; Richey Thompson <[Richey.Thompson@ridetm.org](mailto:Richey.Thompson@ridetm.org)>; Plaskon, Terence (FTA) <[Terence.Plaskon@dot.gov](mailto:Terence.Plaskon@dot.gov)>

**Subject:** Trinity Metro Bus Stop Replacement Program - CatEx

**Importance:** Low

**CAUTION: [EXTERNAL]** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello All,

Please see the approval below for the CE determination for The Bus Stop Program, please attach the documentation and approval email to the grant as need.

Thank you,  
Lynn Hayes

The Federal Transit Administration (FTA) has reviewed the environmental documentation that Trinity Metro submitted to us for the proposed **Bus Stop Program** in Tarrant County, TX. Trinity Metro intends to upgrade 1,714 bus stops in Tarrant County, with 239 bus stops receiving shelter upgrades. Revamped amenities would include additional shade, benches, and displays with real-time information.

FTA finds that the project meets the criteria for a National Environmental Policy Act (NEPA) categorical exclusion (CE) in accordance with FTA's regulations implementing NEPA. **FTA determines that the project does not, either individually or cumulatively, have any significant environmental impact, and is therefore categorically excluded from a detailed environmental analysis under 23 CFR 771.118(c)(5).** This CE determination applies only to the project as described in your supporting materials. Any changes which would result in significant environmental impacts, including disclosure of new information or previously unidentified concerns, would require a re-evaluation per 23 CFR 771.129.

**EXHIBIT E**

**FEDERAL REQUIREMENTS**

## EXHIBIT E

- Buy America Requirement
- Energy Conservation
- Clean Water
- Lobbying
- Access to Records and Reports
- Federal Changes
- Bonding Requirements
- Clean Air
- Davis-Bacon and Copeland Anti-Kickback Acts
- Contract Work Hours & Safety Standards Act
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements or Related Acts
- Termination
- Government-wide Debarment and Suspension
- Contracts Involving Federal Privacy Act Requirements
- Civil Rights Requirements
- Breaches and Dispute Resolution
- Disadvantaged Business Enterprise (DBE)
- Prompt Payment
- Incorporation of Federal Transit Administration (FTA) Terms
- Access Requirements for Persons with Disabilities
- Compliance with Federal Regulations
- Veterans Preference
- Safe Operation of Motor Vehicle

## EXHIBIT E

### **PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES**

#### **B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

<b>TYPE OF PROCUREMENT</b>					
<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Equal Employment Opportunity except Special DOL EEO clause for construction projects)	All	All	All	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs
Prompt Payment	All	All	All	All	All

## EXHIBIT E

### **PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES**

#### **B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)**

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

<b>TYPE OF PROCUREMENT</b>					
<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
Davis-Bacon Act				>\$2,000 (also ferries).	
Veterans Preference				>\$150,000	
Contract Work Hours and Safety Standards Act		>\$250,000 (transportation services excepted).	>\$250,000	>\$250,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				>\$250,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Seat Belt Use	All	All	All	All	All
Distracted Driving	All	All	All	All	All
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Prohibition on Certain Telecommunications Equipment	All	All	All	All	All

# TRINITY METRO BOARD OF DIRECTORS RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF TRINITY METRO SUPPORTING THE BUS PAD, SIDEWALK AND BICYCLE IMPROVEMENTS APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE CALL FOR PROJECTS

(R2025-07)

**WHEREAS**, the Fort Worth Transportation Authority, doing business as Trinity Metro ("Trinity Metro") is a regional transportation authority governed by Chapter 452 of the Texas Transportation Code (the "Code") and is a local government as defined by Section 431.003(3)(C) of the Code; and

**WHEREAS**, The Texas Department of Transportation (TxDOT) issued a call for projects in December 2024 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

**WHEREAS**, The TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

**WHEREAS**, The City of Fort Worth has committed to providing the required local match funds, comprised of cash or Transportation Development Credits (TDCs), if eligible, and Trinity Metro would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

**WHEREAS**, Trinity Metro is committed to enhancing the overall customer experience, safety, and security of its transit system through a range of customer-focused initiatives and recognizes that the customer journey begins at the bus stop, and that improvements to stop-level infrastructure are critical to ensuring safe, accessible, and convenient transit experiences for all riders; and

**WHEREAS**, If approved this grant will improve active and connective transportation options by investing in ADA-compliant upgrades to bus stops, sidewalk improvements to support walkability, and the installation of bike racks to expand first- and last-mile mobility options; and

**WHEREAS**, these improvements will be focused along six key corridors and are designed to comply with federal and state accessibility standards, while also contributing to the broader regional goals expressed in the 2019 City of Fort Worth Active Transportation Plan of building a more resilient, sustainable, and connected transportation system in Fort Worth. This application will help improve safety and access for all users, support mobility, and advance long-term community health and sustainability.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRINITY METRO:

Trinity Metro supports funding this project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and coordination with the City of Fort Worth on the local match, and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. Trinity Metro is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

Adopted this 16<sup>th</sup> day of June 2025.

ATTEST:

By Fort Worth Transportation Authority d.b.a. Trinity Metro.

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**Jeff Davis**  
Chair

**Richard Andreski**  
President & CEO

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## DISPOSITION OF BOARD OF DIRECTORS

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SECRETARY APPROVAL