



BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, OCTOBER 20, 2021

2:30 P.M.

ARTS DISTRICT PARKING GARAGE LARGE CONFERENCE ROOM

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

DIRECTORS:

City of Del City	Donald Vick
City of Edmond	James Boggs, Treasurer
City of Midwest City	Aaron Budd
City of Moore	Steve Eddy
City of Norman	Marion Hutchison, Vice Chairperson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon, Secretary

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

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

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires accommodations, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-2185 or TDD (405) 297-2020 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-2185 at least 48 hours before the meeting.

Public Parking

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

Addressing RTA

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

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



BOARD OF DIRECTORS MEETING AGENDA

RTA Actions

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

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

October 20, 2021
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

- 1. Call to Order** – Brad Henry, RTA Board Chairperson
- 2. Roll Call** – Brad Henry, RTA Board Chairperson
- 3. Consider Approval of Minutes**
 - A.** September 15, 2021 Regional Transportation Authority Regular Meeting
- 4. Executive Director Reports** – Jason Ferbrache, Interim Executive Director
- 5. Committee Reports** – Board of Directors
 - A.** Property Acquisition Committee
 - B.** Outreach Committee
- 6. Amendment of Professional Services Agreement with Allen, Gibbs, & Houlik L.C.** for independent auditing services.
- 7. Consider Adoption of Resolution Approving the Regional Transportation Authority of Central Oklahoma Regular Meeting Schedule for Calendar Year 2022.**
- 8. Ratify the Preliminary Memorandum of Understanding between the BNSF Railway Company and the Regional Transportation Authority of Central Oklahoma.**
- 9. Receive Financial Reports and Ratify and Approve Claims for Period of September 1, 2021 through September 30, 2021.**
- 10. Project Update: Alternative Analysis** – Liz Scanlon, Kimley-Horn
- 11. Public Comments** – Brad Henry, RTA Board Chairperson
- 12. New Business** – Brad Henry, RTA Board Chairperson

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



BOARD OF DIRECTORS MEETING MINUTES

The regularly scheduled meeting of the Regional Transportation Authority (RTA) was convened at 2:39 p.m. on Wednesday September 15, 2021 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on September 10, 2021 at 1:03 p.m.

RTA Board of Directors Present

Donald Vick
James Boggs, Treasurer
Aaron Budd
Steve Eddy
Marion Hutchison, Vice Chairperson
Brad Henry, Chairperson
Mary Mélon, Secretary

Entity

City of Del City
City of Edmond
City of Midwest City
City of Moore
City of Norman
City of Oklahoma City
City of Oklahoma City

RTA Board of Directors Absent

None

Administrative Support Staff Present

James Ferbrache, Interim Executive Director
Hailey Rawson, Assistant Municipal Counselor
Suzanne Wickenkamp
Justin Henry

Guests Present

Amy Lucas, OKC Finance
Sue Korpi, OKC Finance
Ernie Mbroh, Mbroh Engineering
Taylor Johnson, City of Norman
Billy Harless, Midwest City
Brooks Mitchell, City of Moore

Consultants Present

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



BOARD OF DIRECTORS MEETING MINUTES

1. Call to Order

Vice Chairperson Hutchison called the meeting to order at 2:39 p.m.

2. Roll Call

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

3. Consider Approval of Minutes

A. August 18, 2021 Regional Transportation Authority Regular Meeting

APPROVED. Moved by Vick, seconded by Mélon. AYES: Vick, Budd, Eddy, Hutchison, and Mélon. ABSENT: Boggs, Henry. NAYES: None.

4. Executive Director Reports

Interim Executive Director Ferbrache informed the directors that the Communicators Group have held one meeting since the Board met last month and the Technical Work Group will hold its first meeting at the end of the month.

5. Committee Reports – Board of Directors

A. Property Acquisition Committee

Vice Chairperson Hutchison stated that a Property Acquisition Committee meeting was scheduled for today, but since there was no new business to discuss, the meeting was cancelled.

B. Outreach Committee

Secretary Mélon stated that the Outreach Committee continues to meet with the member cities. There is a meeting with the City of Moore scheduled for today and there is a meeting scheduled for the City of Norman tomorrow. Next month, the Outreach Committee will meet with Del City

and Midwest City. Tinker Air Force Base will be included in the meetings with Del City and Midwest City. Today, the Outreach Committee presented to the Women in Transportation group. Director Boggs will present to the Edmond Rotary next month.

Chairperson Henry is now presiding.

6. Amendment of Professional Services Agreement with Allen, Gibbs, & Houlik, L.C. for independent auditing services.

Interim Executive Director Ferbrache stated that Allen, Gibbs & Houlik (AGH) is the company that handles the audits for the RTA as required by the Trust Indenture and Agreement. AGH has asked for an amendment to the Professional Services Agreement to include provisions for operating in a pandemic environment and the impact it may have on the way they do business, which may not be foreseen at this time.

Chairperson Henry asked that more information is needed before the board can approve this amendment.

DEFERRED: Moved by Boggs, seconded Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchinson, Mélon, and Vick. NAYES: None.

7. Amendment of Professional Services Agreement with Holmes and Associates, LLC for owner's representative services.

Interim Executive Director Ferbrache stated that this amendment to the Professional Services Agreement with Holmes and Associates is to clarify the billable travel rate. The amendment also updates the travel policy within the agreement.

APPROVED. Moved by Mélon, seconded Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchinson, Mélon, and Vick. NAYES: None.

8. Receive Financial Reports and Ratify and Approve Claims for Period of August 1, 2021 through August 31, 2021.

RECEIVED, RATIFIED, and APPROVED. Moved by Hutch, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchinson, Mélon, Vick. NAYES: None.

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

Liz Scanlon gave a PowerPoint presentation updating the board on the Alternative Analysis as far as what has been done and what needs to be done on the North/South Corridor and the East Corridor.

Vice Chairperson Hutchison asked for a breakdown of the cost per mile. Liz Scanlon responded that the cost per mile will be forthcoming.

10. Public Comments

None.

11. New Business

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

12. Adjournment – 3:56 p.m.

ADJOURNED. Moved by Vick, seconded by Eddy. AYES: Bogs, Budd, Eddy, Henry, Hutchinson, Mèlon, and Vick. NAYES: None.

APPROVED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **20th** day of **October 2021**.

ATTEST:

Mary Mèlon, Secretary

Brad Henry, Chairperson



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider Approving Amendment No. 1 to the Professional Services Agreement with Allen, Gibbs & Houlik, L.C. for independent auditing services.

Background The Trust Indenture and Agreement requires an independent audit of the Regional Transportation Authority of Central Oklahoma (RTA) financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The RTA is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the RTA is to comply with all statutory and regulatory requirements.

The RTA entered into a professional services agreement with Allen, Gibbs & Houlik, L.C. (AGH) on September 16th, 2020. The terms of this agreement were to last from September 4, 2020 to September 3, 2025.

AGH requested an amendment to the agreement to include provisions for additional efforts or services caused by the COVID-19 virus environment that may affect their fees.

Recommendation: Approve Amendment No. 1 to the Professional Services Agreement.

Jason Ferbrache
Interim Executive Director



AMENDMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

This Amendment is made and entered into, (RTA 21-001) by and between the Regional Transportation Authority of Central Oklahoma, herein called the **RTA** or **CONTRACTING ENTITY**, and Allen, Gibbs & Houlik LC., herein called the **SERVICES PROVIDER** effective on the date executed and approved by **RTA**.

WITNESSETH:

WHEREAS, the **RTA** and **SERVICES PROVIDER** entered into an agreement on 16th day of September, 2020 (the "Effective Date"), as follows:

WHEREAS, the agreement was to provide independent auditing services of the **RTA**'s financial controls and an annual financial audit; and

WHEREAS, the agreement was for a term of five (5) years since the Effective Date with an option for further renewal; and

WHEREAS, this amendment updates the compensation terms to account for COVID provisions and additional required communication; and

WHEREAS, the original contract must be amended to provide for the **SERVICES PROVIDER**'s work as outlined above and associated fees; and

NOW, THEREFORE, the parties agree as follows:

I. Amend 4. COMPENSATION to read as follows:

CONTRACTING ENTITY shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in Attachment "C" ("Payment Milestones and Schedule of Fees), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this Agreement has



AMENDMENT

been established at an amount reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER'S** Project Team.

Price Adjustment Terms. The unit price shall remain firm through the first twelve (12) month of the contract term.

Fees do not consider the additional efforts related and the incidence to the COVID-19 virus environment. These matters may be driven by complexities and uncertainties related to the various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies. Such amount will be billed based on time expended. Additional efforts or services may include:

A. Single Audits or compliance audits for the Coronavirus Aid, Relief, and Economic Security Act or other COVID-19 related funding programs. If these funding programs will be subject to Single Audit requirements or other compliance audits, **SERVICE PROVIDER** will issue an engagement letter addendum for those services including any accounting and auditing issues such as going concern, collectability of customer and notes receivables, compliance with debt agreements, modification of lease terms, etc. Such work shall not be performed without advance approval from the **CONTRACTING ENTITY'S** Executive Director.

FURTHERMORE, except as modified and amended herein, all other terms and provisions of the Agreement remain in full force and effect and are binding on the Parties. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions in this Amendment will control.



AMENDMENT

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the **RTA** and **SERVICES PROVIDER**, as amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect and the provisions of this Amendment shall become a part of the original contract as is fully written herein.

IN WITNESS WHEREOF, this Amendment was executed and approve by the **SERVICES PROVIDER** this ____ day of _____, 2021.

ATTEST:

ALLEN, GIBBS & HOULIK LC.

_____ By _____

As _____

IN WITNESS WHEREOF, this Amendment was executed and approve by the **RTA** this ____ day of _____, 2021.

ATTEST:

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

Mary Mèlon, Secretary

Brad Henry, Chairman

Reviewed for Form and legality.

Assistant Municipal Counselor



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting resolution approving the Regional Transportation Authority of Central Oklahoma Regular Meeting Schedule for Calendar Year 2022.

Background

Section 6.13 *Meeting and Records* of the Trust Indenture and Agreement state the directors are responsible for designating the time and place of all regular meetings. Section 7 of the Regional Transportation Authority of Central Oklahoma (RTA) Bylaws state the Board of Directors (BOD) shall meet at 2:30 p.m. on the third Wednesday of each month.

It is the desire of the BOD to comply with all statutory and regulatory requirements. Therefore, staff is presenting the Regular Meeting Schedule for 2022 (Attachment "A"). Upon adoption by the BOD, staff will notify the Secretary of State, the Clerks of member municipalities, and the Oklahoma County Clerk, as required by 25 O.S. (2017 Supp.) §301 et.seq., and the RTA Bylaws (R19-0001).

Recommendation: Adopt the resolution.

A handwritten signature in black ink, appearing to read "Jason Ferbrache", is written in a cursive style.

Jason Ferbrache
Interim Executive Director

Jan 2022						
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Recurring Regular Meeting Dates

3rd Wednesdays of Each Month



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider Ratifying Preliminary Memorandum of Understanding Between the BNSF Railway Company and the Regional Transportation Authority of Central Oklahoma.

Background The Owner's Representative of the Regional Transportation Authority of Central Oklahoma (RTA) has been in discussions with the BNSF Railway Company (BNSF). In continuing these efforts this memorandum provides a statement of willingness to continue discussions concerning the commuter rail service of interest to the RTA.

The Interim Executive Director having executed this Preliminary Memorandum of Understanding between BNSF and the RTA on October 13th, 2021, by this item the RTA board of directors would ratify the action.

Recommendation: Ratify the Preliminary Memorandum of Understanding.

A handwritten signature in black ink, appearing to read "Jason Ferbrache", is written in a cursive style.

Jason Ferbrache
Interim Executive Director

PRELIMINARY MEMORANDUM OF UNDERSTANDING

This Preliminary Memorandum of Understanding (“Memorandum”) dated as of the 13 day of October, 2021 is between BNSF RAILWAY COMPANY (“BNSF”) and the Regional Transportation Authority of Central Oklahoma (“RTA”).

A. The Regional Transportation Authority of Central Oklahoma (RTA) is an independent governmental agency created by state legislation that is responsible for developing, implementing, and funding mobility options for six Central Oklahoma member cities. RTA is exploring the possibility of operating a commuter rail service on BNSF’s Red Rock Subdivision around Oklahoma City, OK.

B. BNSF plays an important role in interstate commerce and in maintaining the State of Oklahoma’s competitiveness and quality of life by providing freight transportation and goods movement as well as Amtrak passenger service.

C. BNSF and RTA wish to protect freight, intercity and commuter passenger rail mobility and capacity on the Red Rock Subdivision by assuring that RTA consideration of potential use of portions of such corridors for commuter rail services occurs in a manner that would not jeopardize such freight and intercity passenger service.

D. BNSF and RTA do not yet know the physical plant enhancements required to commence commuter rail service to protect freight and intercity passenger rail. Modeling current and projected traffic growth coupled with potential RTA commuter rail trains to maintain adequate schedule adherence is necessary. BNSF will provide RTA’s consultant, Deutsche Bahn (“DB”), detailed train operation and current physical plant information as inputs for modeling under a non-disclosure arrangement given the commercially sensitive nature of the information. RTA will have access to DB’s modeling results, however, detailed inputs provided by BNSF will be not be disclosed by DB to RTA. Furthermore, BNSF reserves the right to review the modeling results and may undergo internal modeling or another consultant’s modeling before committing to capacity enhancements necessary to initiate commuter rail service.

E. The purpose of this Memorandum is to provide a basic understanding concerning the discussions the parties are having with respect to the proposed commuter rail service, and set forth some (but not all) basic principles that would need to be included in any potential transaction or transactions associated with the commuter rail service. This Memorandum does not create any obligations on the part of BNSF or RTA with respect to the proposed commuter rail or the matters set forth in this Memorandum.

1. Future Transactions and Agreements. RTA and BNSF mutually confirm that this Memorandum merely constitutes a statement of their willingness to continue discussions concerning the commuter rail service of interest to RTA, the current status of certain transaction basic concepts they contemplate would be included in potential definitive agreements. The parties acknowledge that this Memorandum does not contain all matters upon which agreement must be reached in order for any commuter rail service to be consummated. A binding commitment with respect to any commuter rail service shall result only from the parties entering into definitive agreements and nothing in this Memorandum obligates either BNSF or RTA to enter into any definitive agreements. Either party may terminate this agreement by giving 30 days written notice to the other party.

2. Principles. The parties contemplate that any definitive agreements would incorporate provisions addressing the following concepts:

- a. Capital investments necessary for the commuter rail service (including the cost of any modifications to BNSF improvements, facilities or systems) would be the responsibility of RTA, including investments for future capacity which is potentially more expensive, especially in urbanized areas. RTA would be responsible for obtaining all permits and approvals necessary for the commuter rail service and any necessary for modifications to BNSF improvements in order to accommodate the same, including any mitigation required to obtain such permits and approvals.
- b. BNSF will not incur any liability for passenger operations in the contemplated commuter rail that it would not have incurred but for those operations. RTA would, on an enforceable basis acceptable to BNSF, indemnify, insure and hold harmless BNSF from all liabilities (including punitive damages) associated with any commuter service by RTA and maintain insurance coverage acceptable to BNSF.
- c. Shared use infrastructure enhancements or modifications to support commuter rail operations in the OKC area such as but not limited to new main line tracks, signal systems, and structures within BNSF right of way would be built by BNSF at the expense of RTA and maintained by BNSF. The cost of maintaining such shared infrastructure would be allocated according to the parties' respective use, which would be set forth in the definitive agreements. New infrastructure within the BNSF right of way for the sole use of commuter operations such as platforms, layover tracks and layover facilities will be built and maintained per future mutual arrangement to be detailed in the definitive agreements.
- d. Investments made for any commuter rail service would not result in BNSF incurring a higher tax burden. Property improvements should not become part of the BNSF tax base and materials used should be exempt from all sales and use taxes, etc.; or BNSF would be made whole by RTA for any increased tax burden.
- e. BNSF will retain operating control of rail facilities used for freight or conventional passenger service, other than mutually agreed upon sole-use facilities, such as layover tracks and buildings, platform tracks, etc.

4 Funding. The parties contemplate that any definitive agreements between the parties would include mechanisms (such as letters of credit, escrows, etc.) to ensure that RTA has sufficient funds to reimburse BNSF for any costs it incurs in connection with the initial design and construction of a commuter rail service by RTA or modifications made by BNSF to BNSF improvements. If such funding includes funds from federal and other grants, BNSF and RTA would need to agree which, if any, requirements associated with such grants received by RTA apply to BNSF and in what manner.

[Remainder of Page Intentionally Left Blank]


BNSF and RTA have executed this Preliminary Memorandum of Understanding as of the date and year first written above.

BNSF RAILWAY COMPANY

By:

Name:

Title:



James Tylick
AVP Passenger Operations

Regional Transportation Authority of Central Oklahoma

By:



Name: Jason Ferbrache

Title: Administrator/Director



Commuter Principles

Rev 8-17-07

BNSF is willing to cooperate on commuter rail studies and provide state and local officials with information. Where commuter service is proposed on a minimally used line that BNSF is willing to sell, BNSF shall be paid fair market value for the property. Where commuter service is proposed on a line BNSF intends to continue owning and to be jointly used for commuter and freight use, the following principles apply:

- Any commuter operation cannot degrade BNSF's freight service, negatively affect BNSF's freight customers or BNSF's ability to provide them with service.
- BNSF must be compensated for any and all costs incurred in providing commuter service and make a reasonable return for providing the service.
- Capital investments necessary for commuter service are the responsibility of the public, including investments for future capacity which is potentially more expensive, especially in urbanized areas.
- BNSF will not incur any liability for commuter operations that it would not have but for those operations. These operations are provided by BNSF primarily as a public service; the relatively modest compensation BNSF receives does not begin to justify assuming the significant liability associated with passenger service.
- Studies of how commuter service might be provided must take into account not only the current freight traffic levels, but projected freight traffic growth.
- Investments made for commuter projects must not result in BNSF incurring a higher tax burden. Property improvements should not become part of our tax base; materials used should be exempt from all sales and use taxes, etc. or BNSF must be made whole for any increased tax burden.
- BNSF must retain operating control of rail facilities used for commuter service. All dispatching, maintenance and construction must be done under the control of BNSF. Passenger stations, parking lots and other non-rail facilities may be publicly owned and operated.
- Studies must reflect BNSF's actual operating conditions and cost structures. For example, construction work estimates must reflect our labor contract costs, schedules cannot assume that we will not operate any freight trains during peak commuter periods, etc.
- BNSF will limit commuter operations to the commuter schedules initially agreed upon and for which the capital improvement plan has been designed. Future expansions will have to undergo the same analysis and provide any required capital improvements before schedules can be altered, service added, or stations added.
- Improvements must include grade crossing protection and intertrack fencing as required to minimize the risk of accidents, due to liability and service interruption concerns.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made as of the _____ day of _____, 2018 by _____ (“**Recipient**”) in favor of BNSF RAILWAY COMPANY (“**BNSF**”).

WHEREAS, Recipient has been engaged by the _____ (“**Agency**”) in connection with _____ [describe project as it may affect BNSF] _____ (the “**Proposed Project**”);

WHEREAS, in order to evaluate the Proposed Project, Agency has requested BNSF provide Recipient access to certain confidential and proprietary information the unauthorized release of which could cause serious harm to BNSF; and

WHEREAS, BNSF is willing to make such information available for review by Recipient if it has adequate assurances that the information will be kept confidential and not disclosed to Agency.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees as follows:

1. Recipient acknowledges that the following shall be “**Confidential Information**” subject to the terms of this Agreement: information in oral, written, graphic, machine readable or other tangible form (including, without limitation, trade secrets, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment) provided or made available by or on behalf of BNSF. The term Confidential Information does not include information that (i) is already in Recipient’s possession (other than information previously furnished to Recipient by BNSF or its agents), provided that such information is not known by Recipient to be subject to another agreement or obligation of confidentiality, or (ii) becomes generally available to the public other than as a result of a disclosure by Recipient or those to whom Recipient has provided Confidential Information (Confidential Information shall not be deemed to be generally available to the public or in the public domain merely because any part of any Confidential Information is embodied in conclusions made by Recipient or general disclosures or because individual features, components, or combinations thereof are now known or become known to the public), or (iii) becomes available to Recipient on a non-confidential basis from a source other than BNSF or its agents or advisors, provided that such source is not known by Recipient to be bound by an agreement or other obligation of confidentiality. Recipient shall keep all Confidential Information confidential and shall not, except as may be required by law, regulation or legal process binding upon Recipient, disclose, summarize or otherwise provide any or all of the Confidential Information in any manner without the prior written authorization of BNSF, except as otherwise set forth in this Agreement.

2. Recipient may use any or all of the Confidential Information only for the purpose of its analysis of the Proposed Project. Recipient shall not use any of the Confidential Information for any other purpose. Confidential Information disclosed hereunder is and shall remain the property of BNSF. Disclosure of Confidential Information to Recipient shall not constitute any grant, option or license to Recipient under any invention, work, trade secret or other right now or hereinafter held by BNSF.

3. On a “need-to-know” basis only and solely for the purposes of assisting Recipient in evaluating the Proposed Project Recipient may disclose, summarize or otherwise provide any portion of the Confidential Information to Recipient’s employees. Recipient shall give a copy of this Agreement to all persons to whom it gives access to the Confidential Information and shall inform all such persons that the Confidential Information is confidential and proprietary to BNSF, and that the Confidential Information must be maintained as confidential, and that none of the Confidential Information may be disclosed without prior written authorization by BNSF. Recipient shall ensure that such persons comply with all of the terms of this Agreement. Recipient may not disclose any Confidential Information to Agency but may incorporate what it learns from its review of Confidential Information in its conclusions or recommendations to Agency in such a way that does not disclose the underlying data.

4. Upon written request by BNSF Recipient shall promptly return to BNSF all Confidential Information it received. Nothing in this Agreement shall impose any obligation on either party to enter into any contractual arrangement including the Proposed Project. If Recipient determines that it is not interested in pursuing the Proposed Project, Recipient shall promptly return to BNSF all Confidential Information it received.

5. BNSF makes no representation or warranty about the accuracy or completeness of any Confidential Information. Recipient releases and holds BNSF harmless from and against any loss or damage Recipient may

sustain due to its reliance on any of the Confidential Information. The provisions of this Agreement shall not be amended, merged into or otherwise modified by any subsequent agreement entered into between Recipient and BNSF or any instrument executed by BNSF for Recipient's benefit unless such agreement or instrument expressly states so.

6. Recipient shall not, except as expressly set forth herein, cite or refer to any Confidential Information in any governmental or other legal proceeding or in any filing before a court or governmental agency, including but not limited to filings with the Surface Transportation Board or successor agencies. Notwithstanding any provision to the contrary, Recipient shall not be precluded from introducing evidence, pursuant to protective order or confidentiality agreement, any otherwise admissible Confidential Information in any administrative proceeding, litigation or arbitration arising out of the formation, negotiation or interpretation of any contract terms from any contract resulting from the Proposed Project.

7. If any party believes that the unauthorized disclosure of any or all of the Confidential Information is likely to occur, Recipient shall take all reasonable measures, and shall support any reasonable measures by BNSF, to prevent such disclosure. If an unauthorized disclosure of any or all of the Confidential Information has occurred, Recipient shall not interfere with any effort by BNSF to pursue legal and equitable remedies available in result of the unauthorized disclosure. Recipient must immediately notify BNSF of any request by anyone to examine, inspect or copy any documents or records that are in Recipient's possession related to the Confidential Information, or the service of any discovery request, court order, subpoena, or summons upon Recipient or any of its employees that would require the production or disclosure of any such documents or records.

8. It is understood and acknowledged that unauthorized release of any or all of the Confidential Information would cause immediate and irreparable harm to BNSF that could not be repaired and for which BNSF could not be fully compensated by money damages. Recipient agrees that BNSF may obtain injunctive relief to prevent or limit such unauthorized disclosure, and may also pursue any other remedies available under law or equity in result of an alleged or reasonably anticipated breach of this Agreement. Recipient agrees to pay any damages incurred by BNSF as a result of Recipient's breach of this Agreement, including but not limited to court costs and reasonable attorneys' fees.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of choice of law or conflicts of law. Recipient irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Tarrant County, Texas for any actions, suits or proceedings arising out of or relating to this Agreement. Each Party hereto hereby irrevocably and unconditionally waives trial by jury in any dispute, controversy or proceeding relating to this Agreement or any other agreement entered into in connection therewith and for any counterclaim with respect thereto.

10. This Agreement shall be binding upon Recipient's successors and assigns, and shall inure to the benefit of BNSF's successors and assigns.

12. This Agreement shall terminate as of the date that is one year from the date Recipient returns the Confidential Information to BNSF as required in Section 4 of this Agreement.

RECIPIENT:

By: _____

Print Name: _____

Title: _____

Recipient's Address:

REGIONAL TRANSPORTATION AUTHORITY

The Regional Transportation Authority
of Central Oklahoma

Board of Directors

Brad Henry, Chairperson - Oklahoma City

Marion Hutchinson, Vice Chairperson - Norman

Mary Mélon, Secretary - Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

Management

Jason Ferbrache, Interim Executive Director

Schedules of Revenues and Expenditures - Budget to Actual
For the Three Months Ended September 30, 2021

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

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

TABLE OF CONTENTS
For the Three Months Ended September 30, 2021

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Grant Activity	3
Statement of Local Funding	4



The City of
OKLAHOMA CITY
DEPARTMENT OF FINANCE

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

FROM: Accounting Services Division

DATE: October 13, 2021

SUBJECT: Regional Transportation Authority of Central Oklahoma (Authority) Budget to Actual Schedule and Statement of Local Funding for the Three Months Ended September 30, 2021

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

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

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

The financial reports are preliminary and may change. However, any changes are expected to be immaterial. Significant changes would result in the reissuance of the reports.

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

Respectfully submitted:

Susan R Korpi

Sue Korpi
City of Oklahoma City
Municipal Accountant II

Amy M. Lucas

Amy M. Lucas, MBA, CPA
City of Oklahoma City
Accounting Manager

Alex E. Fedak

Alex E. Fedak, CPA
City of Oklahoma City
Controller

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

For the Three Months Ended September 30, 2021

SUMMARY

(unaudited)(preliminary)

**REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

	Original Budget Total Year	Original Budget Year to Date	Actual Revenues/ Expenditures Year to Date (2)	Variance	Actual as a Percent of Year to Date Budget
<u>SOURCES</u>					
Operations (1)-----	\$1,348,761	\$149,289	\$1,232,970	\$1,083,681	825.9%
Grant activity-----	360,201	223,476	228,513	5,037	102.3
Total revenues-----	1,708,962	372,765	1,461,483	1,088,718	392.1
<u>EXPENDITURES</u>					
Operations-----	1,348,761	149,289	131,432	17,857	88.0
Grant activity-----	360,201	223,476	222,188	1,288	99.4
Total expenditures-----	1,708,962	372,765	353,620	19,145	94.9
Operating (loss) income	\$ -	\$ -	1,107,863	\$1,107,863	N/A

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

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

OPERATIONS

Cash balance, beginning-----	803,341
Cash balance, ending-----	\$1,904,879

GRANT ACTIVITY

Cash balance, beginning-----	(70,963)
Cash balance, ending-----	(\$64,638)

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

For the Three Months Ended September 30, 2021

OPERATIONS

(unaudited)(preliminary)

**REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

	Original Budget Total Year	Original Budget Year to Date	Actual Revenues/ Expenditures Year to Date (2)	Variance	Actual as a Percent of Year to Date Budget
<u>SOURCES</u>					
Current year local contributions-----	\$632,761	\$149,289	\$1,232,970	\$1,083,681	825.9%
Prior year cash balance-----	716,000	-	-	-	N/A
Total revenue-----	1,348,761	149,289	1,232,970	1,083,681	825.9
<u>EXPENDITURES</u>					
Professional services - COTPA administration-----	27,460	9,152	9,152	-	100.0
Professional services - Holmes & Associates-----	301,080	92,042	77,471	14,571	84.2
Professional services - Kimley-Horn-----	872,621	-	-	-	N/A
Legal fees-----	9,000	-	-	-	N/A
Independent audit fees-----	15,000	-	-	-	N/A
Polling Services-----	26,000	-	-	-	N/A
Training-----	7,850	-	-	-	N/A
Travel-----	20,000	-	-	-	N/A
Insurance-----	3,500	-	-	-	N/A
Branding-----	10,000	2,500	-	2,500	0.0
Other services and charges-----	3,690	480	371	109	77.3
Supplies-----	1,520	300	-	300	0.0
Transfer to grant activity for grant match (1)-----	51,040	44,815	44,438	377	99.2
Total expenditures-----	1,348,761	149,289	131,432	17,857	88.0
Operating (loss) income	\$ -	\$ -	\$1,101,538	\$1,101,538	N/A

(1) This is the 20% grant match on the Kimley-Horn invoices approved through the August, 2021 claims reports.

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

CASH BALANCE

Cash balance, beginning-----	803,341
Cash balance, ending-----	\$1,904,879

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

For the Three Months Ended September 30, 2021

GRANT ACTIVITY

(unaudited)(preliminary)

**REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

	Original Budget Total Year	Original Budget Year to Date	Actual Revenues/ Expenditures Year to Date (2)	Variance	Actual as a Percent of Year to Date Budget
<u>SOURCES</u>					
Federal grants (1)-----	\$360,201	\$223,476	\$184,075	(\$39,401)	82.4
Transfer from Operations for local grant match-----	-	-	44,438	44,438	N/A
Total revenue-----	360,201	223,476	228,513	5,037	102.3
<u>EXPENDITURES</u>					
Professional services - Kimley-Horn-----	360,201	223,476	222,188	1,288	99.4
Total expenditures-----	360,201	223,476	222,188	1,288	99.4
Operating (loss) income	\$ -	\$ -	\$6,325	\$6,325	N/A

(1) The adopted budget was for 100% Federal grant reimbursement with no local match.

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

CASH BALANCE

Cash balance, beginning-----	(70,963)
Cash balance, ending-----	(\$64,638)

STATEMENT OF LOCAL FUNDING
As of September 30, 2021
(unaudited)(preliminary)

REGIONAL
TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

LOCAL SPLIT	Population	% Population	Local Share Contributed (1)	Spent	Funds Remaining
Del City	21,332	2.3621%	\$78,693	\$33,709	\$44,984
Edmond	81,405	9.0138%	300,297	128,635	\$171,662
Midwest City	54,371	6.0204%	126,368	85,917	\$40,451
Moore	55,081	6.0990%	203,193	87,041	\$116,152
Norman	110,925	12.2825%	409,194	175,283	\$233,911
Oklahoma City	579,999	64.2222%	2,214,228	916,509	\$1,297,719
Total Revenue	903,113	100.0000%	\$3,331,973	\$1,427,094	\$1,904,879

After September, 2021 Claims Paid in October:

LOCAL SPLIT	Population	% Population	Local Share Contributed (1)	Spent	Funds Remaining
Del City	21,332	2.3621%	\$78,693	\$34,641	\$44,052
Edmond	81,405	9.0138%	300,297	132,189	168,108
Midwest City	54,371	6.0204%	126,368	88,290	38,078
Moore	55,081	6.0990%	203,193	89,443	113,750
Norman	110,925	12.2825%	409,194	180,125	229,069
Oklahoma City	579,999	64.2222%	2,214,228	941,831	1,272,397
Total Revenue	903,113	100.0000%	\$3,331,973	\$1,466,519	\$1,865,454

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

Regional Transportation Authority of Central Oklahoma
FY2022 Year End Forecast

Presented October 20, 2021
 Prepared by RTA Support Team (unaudited)

OPERATIONS	YTD Acutals	Est. Remaining	Total YE	FY22		
	Jul-Sep	Oct-Jun	Forecast	Budget	Variance	Variance %
<i>Sources</i>						
Local Contributions	\$1,232,970	\$74,203	\$1,307,173	\$632,761	\$674,412	
Prior Year Cash Balance	\$803,341	\$0	\$803,341	\$716,000	\$87,341	
Total Operations Revenues	\$2,036,311	\$74,203	\$2,110,514	\$1,348,761	\$761,753	56%
<i>Expenditures</i>						
Contracts and Services						
Professional Services - COTPA Administration	\$9,152	\$20,592	\$29,744	\$27,460	-\$2,284	
Professional Services - Holmes & Associates	\$77,471	\$219,598	\$297,069	\$301,080	\$4,011	
Professional Services - Kimley Horn ⁽¹⁾	\$80,799	\$795,461	\$876,260	\$872,621	-\$3,639	
Transfer to Grant Activity for Local Grant Match ⁽²⁾	\$44,438	\$0	\$44,438	\$51,040	\$6,602	
Professional Services-Legal	\$0	\$9,000	\$9,000	\$9,000	\$0	
Independent Financial Audit	\$0	\$15,000	\$15,000	\$15,000	\$0	
Website Hosting Fee	\$174	\$2,375	\$2,549	\$2,500	-\$49	
Branding	\$0	\$7,500	\$7,500	\$10,000	\$2,500	
Conference/Training	\$0	\$7,850	\$7,850	\$7,850	\$0	
Directors & Officer Liability Insurance	\$0	\$3,500	\$3,500	\$3,500	\$0	
Advertising/Public Notice	\$150	\$690	\$840	\$1,000	\$160	
Printing & Binding	\$0	\$20	\$20	\$20	\$0	
Postage	\$0	\$80	\$80	\$100	\$20	
Mileage	\$0	\$10	\$10	\$20	\$10	
Parking	\$0	\$50	\$50	\$50	\$0	
Travel	\$0	\$15,000	\$15,000	\$20,000	\$5,000	
Polling Services	\$0	\$26,000	\$26,000	\$26,000	\$0	
Other Services & Fees	\$29	\$0	\$29	\$0	-\$29	
Total Contracts and Services	\$212,213	\$1,122,726	\$1,334,939	\$1,347,241	\$12,302	1%
Equipment and Supplies						
Office Supplies	\$0	\$0	\$0	\$320	\$320	
Food	\$0	\$750	\$750	\$1,000	\$250	
Other Supplies	\$0	\$150	\$150	\$200	\$50	
Total Equipment and Supplies	\$0	\$900	\$900	\$1,520	\$620	41%
Total Operations Expenditures	\$212,213	\$1,123,626	\$1,335,839	\$1,348,761	\$12,922	1%

⁽¹⁾ Grants Funds are forecasted to exhausted during FY22; future Kimley Horn expenses will be paid directly from Operations.
⁽²⁾ This is the 20% match to the grant for the Kimley Horn expense.

GRANT ACTIVITY	YTD Acutals	Est. Remaining	Total YE	FY22		
	Jul-Sep	Oct-Jun	Forecast	Budget	Variance	Variance %
<i>Sources</i>						
Federal Grant ⁽³⁾	\$184,075	\$165,011	\$349,086	\$309,161	-\$39,925	
Transfer from Operations for Local Grant Match ⁽⁴⁾	\$28,278	\$0	\$28,278	\$51,040	\$22,762	
Total Grant Revenues	\$212,353	\$165,011	\$377,364	\$360,201	-\$17,163	-5%
<i>Expenditures</i>						
Contracts and Services						
Professional Services - Kimley Horn	\$93,892	\$190,465	\$284,357	\$360,201	\$75,844	
Total Grant Expenditures	\$93,892	\$190,465	\$284,357	\$360,201	\$75,844	21%

⁽³⁾ This revenue is reimbursement from COTPA for 80% of Kimley Horn expense. Some previous FY21 Grant Invoices were deposited in August.
⁽⁴⁾ This revenue is the 20% local match for the Kimley Horn expenses.

FY22 Beginning Cash Balance \$803,341
FY22 Ending Cash Balance (Forecast) \$775,575

Regional Transportation Authority of Central Oklahoma Payment Claims

Period: 9/01/2021 to 9/30/2021

Date	Vendor	Description	Invoice No.	Cost	Total
10/1/2021	Holmes & Associates LLC	Consultant Fees - Labor	1021	\$ 21,896.54	\$ 21,896.54
		<u>YEAR 2</u>			
8/31/2021	Kimley-Horn	Tasks 1 - Project Management	19579138	\$ 14,050.15	
	Kimley-Horn	Task 2 - Public Engagement	19579138	\$ 20,933.26	
	Kimley-Horn	Task 4 - AA Process	19579138	\$ 33,464.45	
	Kimley-Horn	Task 6 - Rail Operations Planning	19579138	\$ 2,571.71	
	Kimley-Horn	Task 7 - Travel Demand/Ridership Forecasting	19579138	\$ 3,360.29	
	Kimley-Horn	Expenses	19579138	\$ 1,200.90	
					\$ 75,580.76
10/1/2021	COTPA	Admin Services Fee	2022-103	\$ 2,288.00	\$ 2,288.00
10/1/2021	IndaGo Digital, Inc.	Website Support Services	1307	\$ 125.00	\$ 125.00
Total Claims					\$ 99,890.30

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **20th** day of **October, 2021**.

TREASURER:

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

James P. Boggs

Brad Henry, Chairperson

ATTEST:

Mary Mélon, Secretary



HOLMES & ASSOCIATES LLC

Holmes & Associates LLC
P.O. Box 581572
Salt Lake City, UT 84152
Phone: 703.999.4440
E-Mail: kathryn@holmesassociatesllc.com

Invoice #1021

October 1, 2021

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

Client

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

Date	Billor	Description	Hours/Qty	Rate	Amount
9/01- 9/30/2021	KAH	RTA - TIME: Time billed by K Holmes for the period 9/01/2021 to 9/30/2021	46	395.00	\$18,170.00
09/01- 9/30/2021	KAH	RTA - TIME: Travel time billed by K Holmes for the period 9/01/2021 to 9/30/2021	13.0	197.50	\$2,567.50
09/01- 9/30/2021	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,159.04

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

Invoice Balance Due

\$21,896.54

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 Account Number: 2073089159554 ABA#: 121000248</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221</p>
---	--

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

Invoice No: 19579138
 Invoice Date: Aug 31, 2021
 Invoice Amount: \$75,580.76

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

Client Reference: YEAR 2 TASK ORDER

Federal Tax Id: 56-0885615
 For Services Rendered through Aug 31, 2021

COST PLUS MAX

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	134,500.00	15.03%	20,218.38	6,168.23	14,050.15
TASK 2: PUBLIC ENGAGEMENT	226,500.00	14.60%	33,079.27	12,146.01	20,933.26
TASK 4: ALTERNATIVES ANALYSIS PROCESS	247,600.00	17.95%	44,455.64	10,991.19	33,464.45
TASK 5: STATION AREA AND LAND USE ANALYSIS	45,200.00	0.00%	0.00	0.00	0.00
TASK 6: RAIL OPERATIONS PLANNING	284,200.00	1.31%	3,720.72	1,149.01	2,571.71
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	71,900.00	7.56%	5,439.18	2,078.89	3,360.29
CONTINGENCY	141,200.00	0.00%	0.00	0.00	0.00
KHA EXPENSES	23,000.00	5.22%	1,200.90	0.00	1,200.90
Subtotal	1,174,100.00	9.21%	108,114.09	32,533.33	75,580.76
Total COST PLUS MAX					75,580.76

Total Invoice: \$75,580.76

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

Invoice No: 19579138
 Invoice Date: Aug 31, 2021

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

COST PLUS MAX

Task	Category	Description/Name	Hrs/Qty	Rate	Current Amount Due
TASK 1: PROJECT MANAGEMENT	PROJECT MANAGER	SCANLON, LIZ	28.0	273.69	7,663.33
	SENIOR PROFESSIONAL I	SCHMIDT, LUKE	23.0	258.79	5,952.18
	SUPPORT STAFF	WILBURN, MEGHAN	4.0	108.66	434.64
TOTAL TASK 1: PROJECT MANAGEMENT			55.0		14,050.15
TASK 2: PUBLIC ENGAGEMENT	ANALYST	BEARD, ALYSSA	5.0	111.01	555.05
		CLARK, ALEX	26.5	111.01	2,941.77
		JIMENEZ, JACQUELYN	39.0	111.01	4,329.39
	PROFESSIONAL	BARDEN, JOHN	2.0	168.32	336.64
		NICANOR, PRECIOUS	8.0	129.43	1,035.45
	PROJECT MANAGER	SCANLON, LIZ	9.0	273.69	2,463.22
	SENIOR PROFESSIONAL I	ANDREWS, AMALIA	4.5	218.83	984.74
		COZZENS, NANCY	9.0	218.83	1,969.47
		HORTON, MATT	20.0	218.83	4,376.60
		SCHMIDT, LUKE	7.5	258.79	1,940.93
TOTAL TASK 2: PUBLIC ENGAGEMENT			130.5		20,933.26
TASK 4: ALTERNATIVES ANALYSIS PROCESS	ANALYST	ELLSWORTH, STEPHANIE	5.0	111.01	555.05
	PROFESSIONAL	KINNISON, KIM	95.0	129.43	12,295.85
		LAMPE, JOE	42.0	168.32	7,069.44
	PROJECT MANAGER	SCANLON, LIZ	11.0	273.69	3,010.60
	SENIOR PROFESSIONAL I	HORTON, MATT	35.5	218.83	7,768.47
		SCHMIDT, LUKE	6.0	258.79	1,552.74
TECHNICAL SUPPORT	AGNIHOTRI, MANU	15.0	80.82	1,212.30	
TOTAL TASK 4: ALTERNATIVES ANALYSIS PROCESS			209.5		33,464.45
TASK 6: RAIL OPERATIONS PLANNING	PROJECT MANAGER	SCANLON, LIZ	3.0	273.69	821.07
	SENIOR PROFESSIONAL I	HORTON, MATT	8.0	218.83	1,750.64
TOTAL TASK 6: RAIL OPERATIONS PLANNING			11.0		2,571.71
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	ANALYST	ELLSWORTH, STEPHANIE	14.5	111.01	1,609.65
	SENIOR	HORTON, MATT	8.0	218.83	1,750.64

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

Invoice No: 19579138
 Invoice Date: Aug 31, 2021
 Project No: 197385001.A
 Project Name: OKC RTA AA NEPA STUDY
 Project Manager: SCANLON, LIZ

Task	Category	Description/Name	Hrs/Qty	Rate	Current Amount Due
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	PROFESSIONAL I				
TOTAL TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING			22.5		3,360.29
KHA EXPENSES	EXPENSES	TRAVEL - AIRFARE			1,010.31
		TRAVEL - MEALS			72.44
		TRAVEL - OTHER			96.87
		VEHICLE MILEAGE	38.0	0.56	21.28
TOTAL KHA EXPENSES			38.0		1,200.90
TOTAL LABOR AND EXPENSE DETAIL					75,580.76

This page is for informational purposes only. Please pay amount shown on cover page.



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

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

Invoice #: 2022-103

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

Invoice Date: 10/1/2021

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - September 2021	1	\$2,288.00		\$2,288.00

NOTES: RTA PO # 2022-001

Invoice Subtotal	\$2,288.00
Tax Rate	
Sales Tax	\$0.00
Other	
Deposit Received	

Make all checks payable to EMBARK	TOTAL	\$2,288.00
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IndaGo Digital, Inc.

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

INVOICE

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

INVOICE 1307
DATE 10/01/2021
TERMS Net 30
DUE DATE 10/31/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/01/2021	Website Hosting	1	125.00	125.00

BALANCE DUE **\$125.00**