

## NTMC BOARD OF DIRECTORS REGULAR MEETING

Wednesday, May 26, 2021 | 8:00 am

To be held by Video Conference

NOTICE IS HEREBY GIVEN that the members of the NTMC Board of Directors will be meeting via video conference link using Zoom. The Regular meeting will be made available to the public at the following web address:

<https://zoom.us/j/97857807310?pwd=QkFId0JBRkZkWEpJYVovcUk2NmI3UT09> or by joining via telephone by dialing the following number: +1-346-248-7799; Meeting ID: **978 5780 7310**

### CALL TO ORDER

### PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda item(s) or other matters relating to the NTMC. Each speaker will be given a total of three (3) minutes to address any item(s). Anyone wishing to speak shall be courteous and cordial. Any person who wishes to address the Board of Directors regarding any item(s) may do so by utilizing the "raise hand" function of the Zoom meeting at this time. Citizens that are not able to connect to the Zoom meeting must email his or her public comment to [kmorris-perkins@ntmc.com](mailto:kmorris-perkins@ntmc.com) no later than 12:00 pm on Tuesday, May 25, 2021 to ensure the comment will be read. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the NTMC Officers for further study or action; briefly state existing NTMC policy; or provide a brief statement of factual information in response to the inquiry.

### 1. CONSENT AGENDA

- a. Consider Approval of Minutes: April 21, 2021 – NTMC Regular Board Meeting

### 2. INFORMATIONAL REPORTS

- a. Monthly Financial Statements: FY2021 Year to Date April 2021
- b. DCTA Bus Ridership Report April 2021
- c. NTMC Structure Flowchart (Revised as of April 2021)

### 3. REGULAR AGENDA

- a. Discuss and provide direction on future meetings as it relates to in-person and virtual.

*Presenters:* Dean Ueckert, Chair  
Joseph Gorfida, Legal Counsel

- b. Consider a Resolution Establishing Times and Location for Regular Meetings of the North Texas Mobility Corporation (NTMC) Board of Directors

*Presenters:* Dean Ueckert, Chair  
Joseph Gorfida, Legal Counsel

*Backup Information:* Exhibit 1 – Resolution

- c. Discuss Proposed FY22 Budget Calendar

*Presenter:* Marisa Perry, NTMC Treasurer

*Backup Information:* Exhibit 1 – Proposed FY22 Budget Calendar

- d. Discuss and Consider Amendments to the North Texas Mobility Corporation (NTMC) Bylaws

*Presenter:* Joseph Gorfida, Legal Counsel

*Backup Information:* Exhibit 1 – Redlined Bylaws

- e. Consider authorizing the NTMC President to execute a contract with CornerStone Staffing for Temporary Staffing Positions

*Presenter:* RJ Garza, General Manager

*Backup Information:* Memo

Exhibit 1 – Cornerstone Staffing Contract

- f. Presentation General Manager's Monthly Update

*Presenters:* RJ Garza, General Manager

Louise Francois, Assistant General Manager

*Backup Information:* Exhibit 1 – General Manager Report

Exhibit 2 – April 2021 Ticket Sales Report

Exhibit 3 – April 2021 Staffing Roster Report

Exhibit 4 – Newsletter

- g. Discuss FY2022 NTMC Budget Preparation Progress and Denton County Transportation Authority (DCTA) Service Requests

*Presenter:* RJ Garza, General Manager

*Backup Information:* Exhibit 1 – Budget Preparation Process

- h. Fleet Maintenance Update  
*Presenter:* Jimmy Salzman, Shop Foreman
  
- i. Review of Route 3 and Route 7  
*Presenter:* RJ Garza, General Manager  
*Backup Information:* Memo  
Exhibit 1: Routes 3 & 7 Maps and Schedules
  
- j. NTMC Staff Spotlight  
*Presenter:* RJ Garza, General Manager  
*Backup Information:* Exhibit 1: May 2021 Employee Spotlight
  
- k. Discuss DCTA Updates  
NTMC Officers and NTMC staff will provide the Board with a status update on the following:  
*Presenter:* Nicole Recker, NTMC President  
*Backup Information:* Memo

4. **CONVENE EXECUTIVE SESSION**

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

- a. The Board reserves the right to go into closed executive session at any time during the meeting pursuant to the Texas Government Code § 551.071(2) to seek confidential legal advice from the Corporation's attorneys regarding any agenda item listed hereon.

*No scheduled Executive Session for this agenda.*

5. **RECONVENE OPEN SESSION**

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

6. **FUTURE AGENDA ITEMS**

NTMC Officers may discuss proposed future agenda items. Board members may request an item(s) to be added to the next Board meeting agenda.

7. ADJOURN

**BOARD MEMBERS:**

Dean Ueckert, Chair  
Richard Hayes, Vice Chair  
Don Combs, Sara Hensley, Raymond Suarez

**OFFICERS:**

Nicole Recker, NTMC President  
Vacant, NTMC Vice-President  
Marisa Perry, NTMC Treasurer  
Kristina Holcomb, NTMC Secretary

***CERTIFICATE** – I certify that the above agenda giving notice of meeting was posted on the bulletin board at the Corporation's offices, which are also the offices of the Denton County Transportation Authority, on April 22, 2021 by 1:00pm.*



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Kristina Holcomb  
NTMC Secretary



## NTMC BOARD OF DIRECTORS REGULAR MEETING

Wednesday, April 21, 2021 | 8:30 am

Held by Video Conference

### ATTENDANCE

#### **Board Members**

Chair Dean Ueckert

Vice-Chair Richard Hayes

Board Member Don Combs

Board Member Sara Hensley

Board Member Raymond Suarez

#### **Officers**

President Kristina Holcomb

Vice President Nicole Recker

Treasurer Marisa Perry

Secretary (Vacant)

#### **Legal Counsel**

Joseph J. Gorfida, Jr.,

Nichols, Jackson, Dillard, Haggard, & Smith

**CALL TO ORDER** – Chair Ueckert called the meeting to order at 8:30am. All Board Members were present which constituted a quorum. It should be noted that Board Member Hensley departed the meeting at 9:30am.

### **PUBLIC COMMENT**

There were no public comments received in advance via email or by utilizing the electronic “raised hand” function during the meeting.

### 1. **CONSENT AGENDA**

**Consent Agenda Item 1a.** – March 24, 2021 NTMC Board Meeting

*Motion by Board Member Hensley with a second by Board Member Suarez to approve as presented. Motion passes unanimously, 5-0.*

**Consent Agenda Items 1b-1d**

March 29, 2021 – NTMC Special Called Board Meeting

March 31, 2021 – NTMC/DCTA Joint Special Called Board Meeting

April 5, 2021 – NTMC Special Called Meeting

*Motion by Board Member Suarez with a second by Vice-Chair Hayes to approve as presented. Motion passes unanimously, 5-0.*

2. **INFORMATIONAL REPORTS**

- a. Monthly Financial Statements – FY 2021 Year to Date March 2021
- b. Proposed FY22 Budget Calendar
- c. DCTA Bus Ridership Report – March 2021

Board discussion regarding ridership data as it relates to bus and on-demand services. It was the request of the Board to be able to obtain/track revenues/customers for specific services or obtain an estimate of such services.

Staff reported that DCTA’s current fare structure does not have a “bus only” fare because an electronic fare media platform is not utilized at this time. Fares are manually validated and the best way to capture this information is through cash collection and keeping track of the transfers. However, most usage comes from AM/PM and Regional passes that are valid for hours or a full day which can be tracked. Moreover, staff can capture data by conducting bi-annual passenger surveys (i.e. spot checks) documenting passenger behaviors, as well as a “Fare Sales by Type” report that will be shared with the NTMC Board through the monthly General Manager’s report. The General Manager’s report will also contain the percentage of fare collection, sales tax, etc). An electronic fare-box system to track specific usage would be ideal and will be considered in the future. It also should be noted that moving forward with Via, DCTA will be able to track travel patterns.

*No Board action required.*

3. **REGULAR AGENDA**

**Regular Agenda Item 3a.** - Discuss and Give Officers Direction Regarding Re-evaluation of NTMC’s Current Reporting Structure and Bylaws

Chair Ueckert spearheaded the discussion indicating that conversations were held with Vice Chair Hayes, Board President Holcomb, General Manager Garza, and Legal Counsel Joseph Gorfida to develop ways to assist the General Manager and DCTA staff working with NTMC through the local agreement. Chair Ueckert also mentioned that comments and suggestions were solicited from DCTA Board Chair Watts.

Discussions included the following:

- Clarification of Item 12 – Special Events: Should there be a need to reschedule bus services due to annual events (i.e. annual jazz festival) that there would be a 30-day notice given. This 30-day notice would not apply in emergency situations (i.e. inclement weather, Texas Motor Speedway Shuttle Service).
- Item 14-15 – NTMC provides Route Planning, Route Improvement and Run-Bid scheduling: The General Manager has indicated that he has staff available in this area of responsibility keeping in mind his staff will need to be trained on the software. It was clarified that NTMC would make recommendations/have input in route planning; however, DCTA would continue the route planning responsibility.
- Item 12 – Recommendation of retaining the “collective bargaining” language in the contract to be provided by NTMC.
- Item 14 – The General Manager’s recommendations for enhancement will be provided to DCTA through NTMC.
- Clarification that NTMC shall continue to be responsible for Fixed Route, Commuter Service, Mobility Service, Demand Response and Customer Service.
- Proposed elimination of the Contract Manager position, changes of the NTMC Officers as well as the President, General Manager and Legal to report directly to NTMC.
- Agenda items will be submitted from the General Manager directly to the NTMC Chair who will work with the Vice-Chair and NTMC President.
- In order to ensure continuity of business workflow, communication and due to federal mandate, DCTA will continue to oversee audit functions and contracts.

*It was the consensus of the NTMC Board to have Legal Counsel move forward with the recommendations and “red-lined” material and later have incorporated changes presented to the NTMC Board for review and consideration.*

**Regular Agenda Item 3b.** - Consider Appointment of the NTMC Officer Positions of President, Vice-President, Treasurer and Secretary

Kristina Holcomb, Board President, opened the conversation outlining the roles of the NTMC Officers, to include her role as Deputy CEO and Nicole Recker, Vice-President of Mobility Services and Administration. Based upon the duties of both roles and specific knowledge base, she recommended the following:

Nicole Recker (President)  
Vice-President (Vacant)  
Marisa Perry (Treasurer)  
Kristina Holcomb (Secretary).

Administrative duties (i.e. calendar invites, minutes, etc.) will be handled by the Executive Assistant/Board Process Manager through the direction/coordination of Secretary Holcomb.

*Motion by Board Member Hensley with a second by Vice-Chair Hayes to approve recommendations as presented. Motion passes unanimously, 5-0.*

### **Regular Agenda Item 3c. - FY 22' NTMC Budget Overview Process**

RJ Garza, General Manager, indicated that his team is working with DCTA staff to review the preliminary budget to include hours of service and expectations. It is expected that the internal review process for the budget will be complete by July 2021.

DCTA staff also confirmed the following:

- The NTMC Board Meeting initially scheduled for September 22, 2021 has been proposed to move to Friday, September 24, 2021. This proposed move is because the DCTA Board has a requirement to approve the NTMC budget/funding before the NTMC Board can approve their budget for FY 2022.

*No Board action required.*

### **Regular Agenda Item 3d. - General Manager Report**

RJ Garza, General Manager, provided a summary of the General Manager Report highlighting the following:

- CBA negotiations went smoothly within a few days congratulating John Hendrickson on a job well done.
- New Run Bid was accomplished; however, there were a few challenges that will be reviewed and appropriately addressed.
- Ticket sales will be added to the General Manager's Report.

Board Member Suarez complimented General Manager Garza and the Hendrickson Transportation Group (HTG) staff on the outstanding and prompt assistance provided with the Texas Motor Speedway (TMS) vaccination shuttle service. He also added that there is conversation by Denton County officials that they are proposing to suspend daily TMS services in mid-May to target other areas in need (i.e. school districts). In a continued attempt to provide service delivery at high standards, Mr. Suarez encouraged the NTMC staff to focus on recruitment efforts, retention of staff, and the accuracy of staff health benefits/payroll.

*No Board action required.*



### Regular Agenda Item 3e. – NTMC Staff Spotlight

RJ Garza, General Manager, recognized the following NTMC staff members for their outstanding performance and customer service:

Brenda Valdez, Lead Dispatcher  
Randy Wells, Road Supervisor

Chair Ueckert and Board Member Suarez echoed the sentiments of these outstanding employees who both display professionalism and a great attitude.

*No Board action required.*

### Regular Agenda Item 3f. – Discuss DCTA Updates

NTMC Officer, Nicole Recker, presented the updates highlighting the following:

- April 7, 2021 – DCTA Board approved Via’s Service Plan and Not-to Exceed Cost (Service Name – GoZone)
- April 19, 2021 – Public Involvement Period Open
  - DCTAfeedback.com
  - Online and in-person opportunities to provide feedback
  - Feedback will be collected from April 19 – June 25
- April 22, 2021 – DCTA Board Meeting – Consider Approval of Via Task Order (4-year total)
  - Timeframe
    - ✓ Phase 1 – September 7, 2021 (majority on-demand)
    - ✓ Phase IIA – Early 2022 (Access and Castle Hills)
    - ✓ Phase IIB – Summer 2022 (increase service hours)
- Total Cost
  - Years 1 & 2 - \$15,658,091 (2-year term)
  - Years 3 & 4 - \$17,862,600 (2 additional 1-year terms)
  - Total Not-to-Exceed Cost (4-year term) - \$33,520,691

Board and staff discussed and received clarification of Via’s September 7, 2021 implementation date, and Phase I & Phase II costs. Staff also provided a recap of proposed services affecting NTMC to include UNT Campus, Access, Routes 3 and 7 (6-month pilot) and contract services. Staff will continue to update the NTMC Board of future progress.

President Recker also provided an update on the DCTA and Trinity Metro (TM) Partnership highlighting the following:

- November 12, 2020 – DCTA Board authorized the CEO to sign a Letter of Intent (LOI) with Trinity Metro for the purpose of bus operations and maintenance partnership exploration.
- March 10, 2021 – DCTA Board Direction to explore an Interlocal Agreement (ILA) Option with Trinity Metro – Accenture, LLC has led discussions with Trinity Metro on behalf of DCTA.
- April 22, 2021 – DCTA Board Meeting / Accenture to provide an update on ILA Exploration. DCTA and Trinity Metro has requested several months to evaluate the ILA option.

Chris Newport, Accenture, indicated that he continues to have exploratory conversations with Trinity Metro evaluating a partnership that will be mutually agreed upon by DCTA and Trinity Metro. Board Member Suarez added that all parties feel that a partnership could be mutually beneficial; however, at this point, all discussions have been exploratory in nature keeping in mind and being respectful of each entities organizational and legal processes. In response to whether Accenture investigated other entities in addition to Trinity Metro, Board Member Suarez indicated that the Board authorized the CEO to sign a letter of intent with Trinity Metro because of the proximity to DCTA and similar infrastructure.

In response to Board discussion regarding the differences between Via and Trinity Metro, President Recker clarified that both paths (which are completely separate) impact DCTA services; however, depending upon the decision of the DCTA Board, the path (Via or Trinity Metro) could be one or the other, or both.

*No Board action required.*

4. **CONVENE EXECUTIVE SESSION**

The NTMC Board of Directors did not convene into Executive Session.

5. **RECONVENE OPEN SESSION**

The NTMC Board of Directors did not convene into Executive Session; therefore, reconvening in Open Session is not applicable.

6. **FUTURE AGENDA ITEMS**



NTMC Officers may discuss proposed future agenda items. Board members may request an item(s) to be added to the next Board meeting agenda.

*It was requested that amendments to the NTMC Bylaws are added to the May 26, 2021 NTMC Board Meeting agenda.*

7. ADJOURN

*Motion by Board Member Suarez with a second by Vice-Chair Hayes to adjourn the meeting at 10:39am. Motion passes unanimously.*

\_\_\_\_\_  
Dean Ueckert, NTMC Board Chair

ATTEST:

\_\_\_\_\_  
Kristina Holcomb, NTMC Board Secretary





## NORTH TEXAS MOBILITY CORPORATION

### STATEMENT OF NET POSITION

AS OF APRIL 30, 2021

(UNAUDITED)

	April 30, 2021	March 31, 2021	Change
<b>Assets</b>			
Operating Cash & Cash Equivalents	\$ 294,761	\$ 249,070	\$ 45,690
Accounts & Notes Receivable	-	-	-
Prepaid Expenses	45,791	54,949	(9,158)
<b>Total Assets</b>	<b>340,552</b>	<b>304,020</b>	<b>36,532</b>
<b>Liabilities</b>			
Accounts Payable and Accrued Expenses	340,552	304,020	36,532
<b>Total Liabilities</b>	<b>340,552</b>	<b>304,020</b>	<b>36,532</b>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# FY19-FY21 Unlinked Passenger Trips - Bus



## FY19-FY21 Unlinked Passenger Trips BUS

	FY17	FY18	FY19	FY20	FY21
Oct	388,952	354,149	343,553	312,856	54,725
Nov	337,535	287,974	275,007	229,347	42,194
Dec	174,564	123,092	123,965	106,910	18,149
Jan	222,747	191,785	208,120	190,247	44,920
Feb	319,748	266,535	264,553	239,083	39,184
Mar	283,021	217,942	204,509	76,657	57,124
Apr	289,123	250,602	257,120	12,476	46,450
May	158,602	109,547	140,915	12,186	-
Jun	104,708	67,631	82,401	16,164	-
Jul	93,350	60,815	75,902	17,056	-
Aug	154,087	135,551	128,918	30,109	-
Sep	395,782	315,554	310,865	54,773	-

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# FY19-FY21 Unlinked Passenger Trips - Demand Response\*



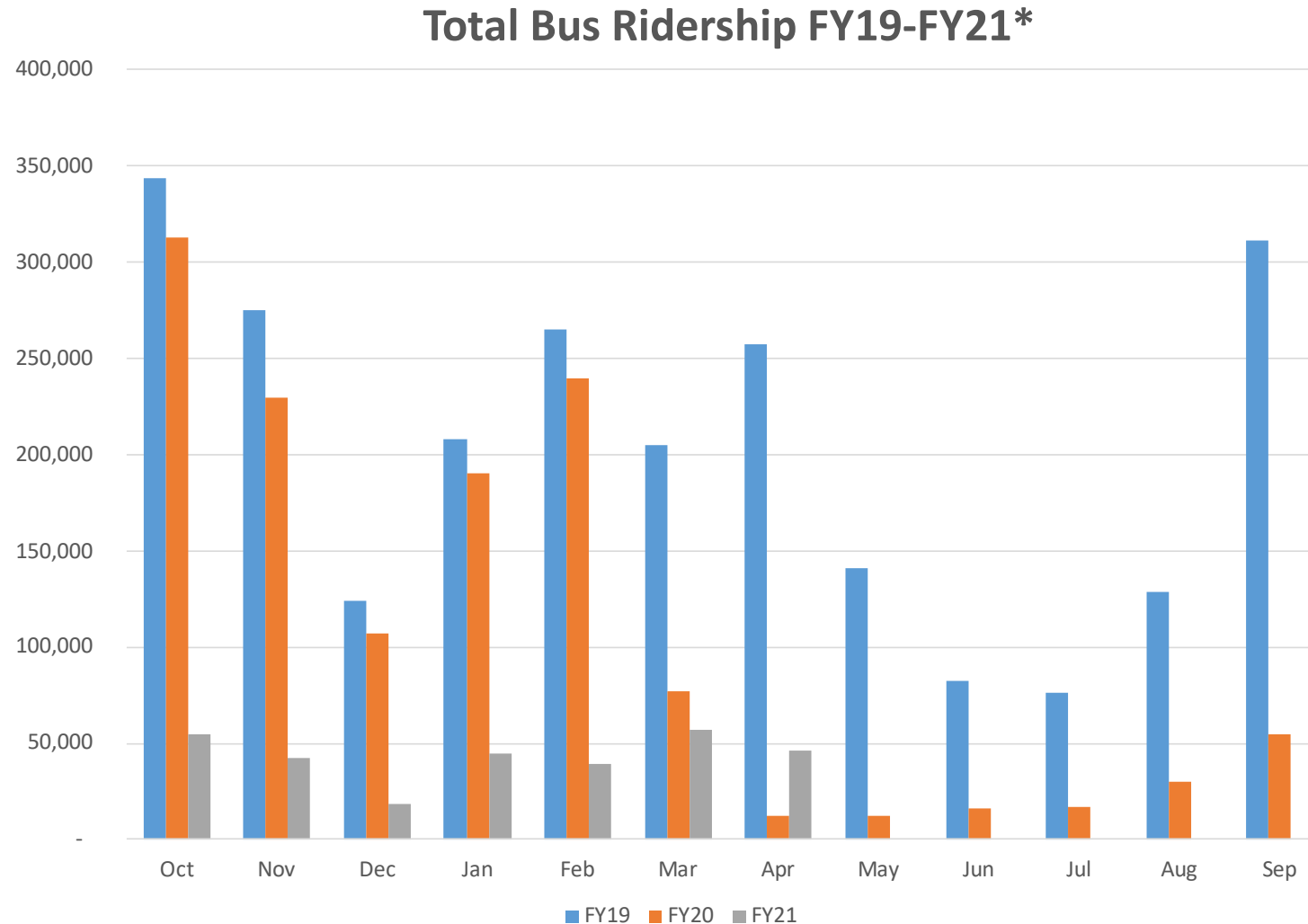
## FY19-FY21 Demand Response Unlinked Passenger Trips

	Total Demand Response			Total Access			Total On-Demand		
	FY19	FY20	FY21	FY19	FY20	FY21	FY19	FY20	FY21
Oct	3,511	4,996	1,921	2,717	2,871	1,214	794	2,125	707
Nov	2,948	4,138	1,581	2,311	2,382	1,041	637	1,756	640
Dec	2,702	3,763	1,750	2,109	2,221	1,166	593	1,542	584
Jan	3,727	4,312	1,700	2,483	2,481	1,148	1,244	1,831	552
Feb	4,089	4,001	1,458	2,468	2,224	1,023	1,621	1,777	435
Mar	4,306	2,913	2,273	2,526	1,637	1,617	1,780	1,276	656
Apr	4,425	1,847	2,207	2,661	839	1,541	1,764	1,008	666
May	4,654	1,660		2,697	911		1,957	749	
Jun	4,075	1,935		2,299	1,193		1,776	742	
Jul	4,412	1,923		2,450	1,134		1,962	789	
Aug	4,697	1,976		2,538	1,245		2,159	731	
Sep	4,330	1,892		2,455	1,229		1,875	663	

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\*ADA & Non-ADA Service in Denton, Lewisville & Highland Village

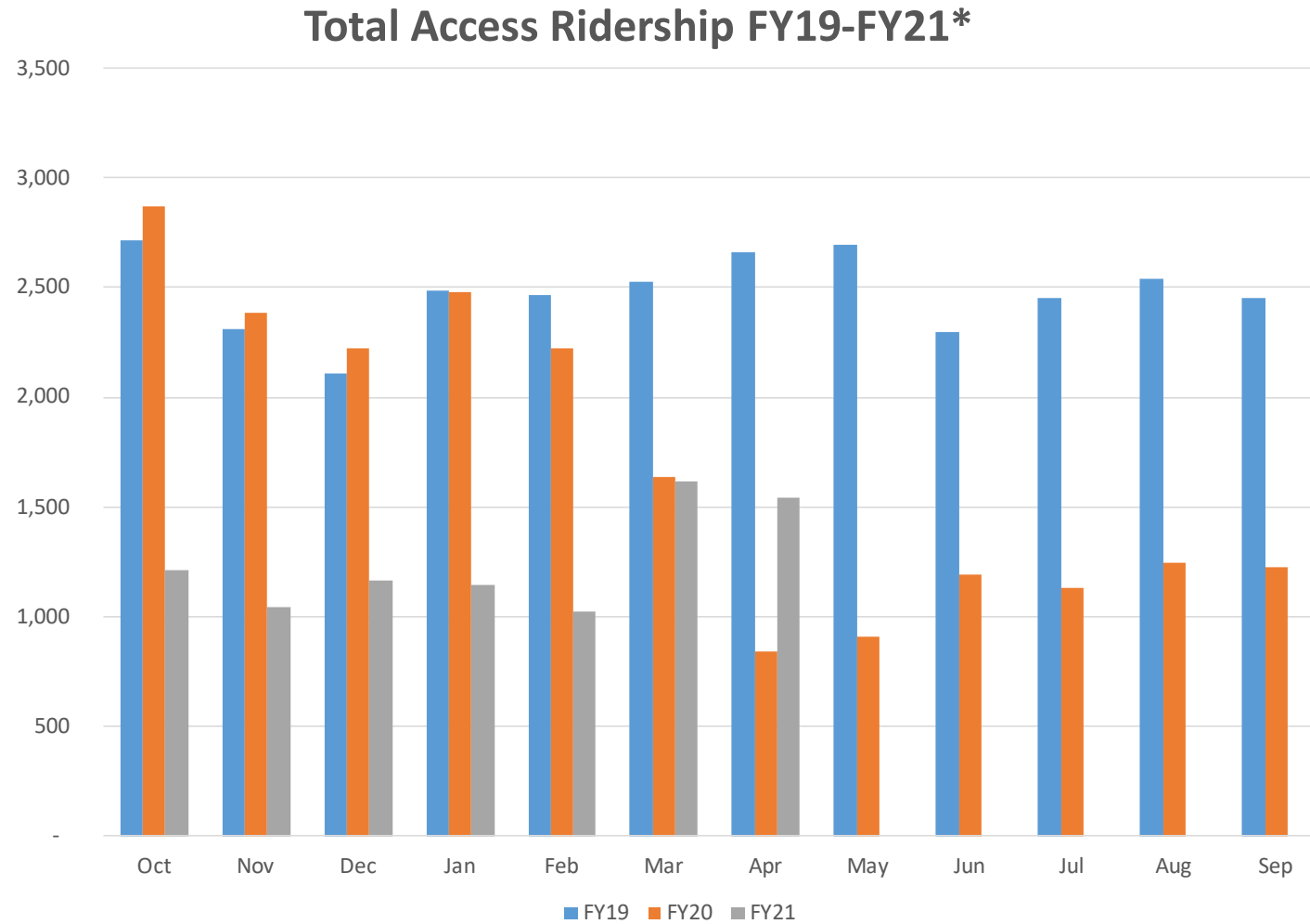
# FY19-FY21 Total Monthly Ridership – Bus\*



\*UNT, NCTC, Denton, Lewisville, and Highland Village Connect Service.



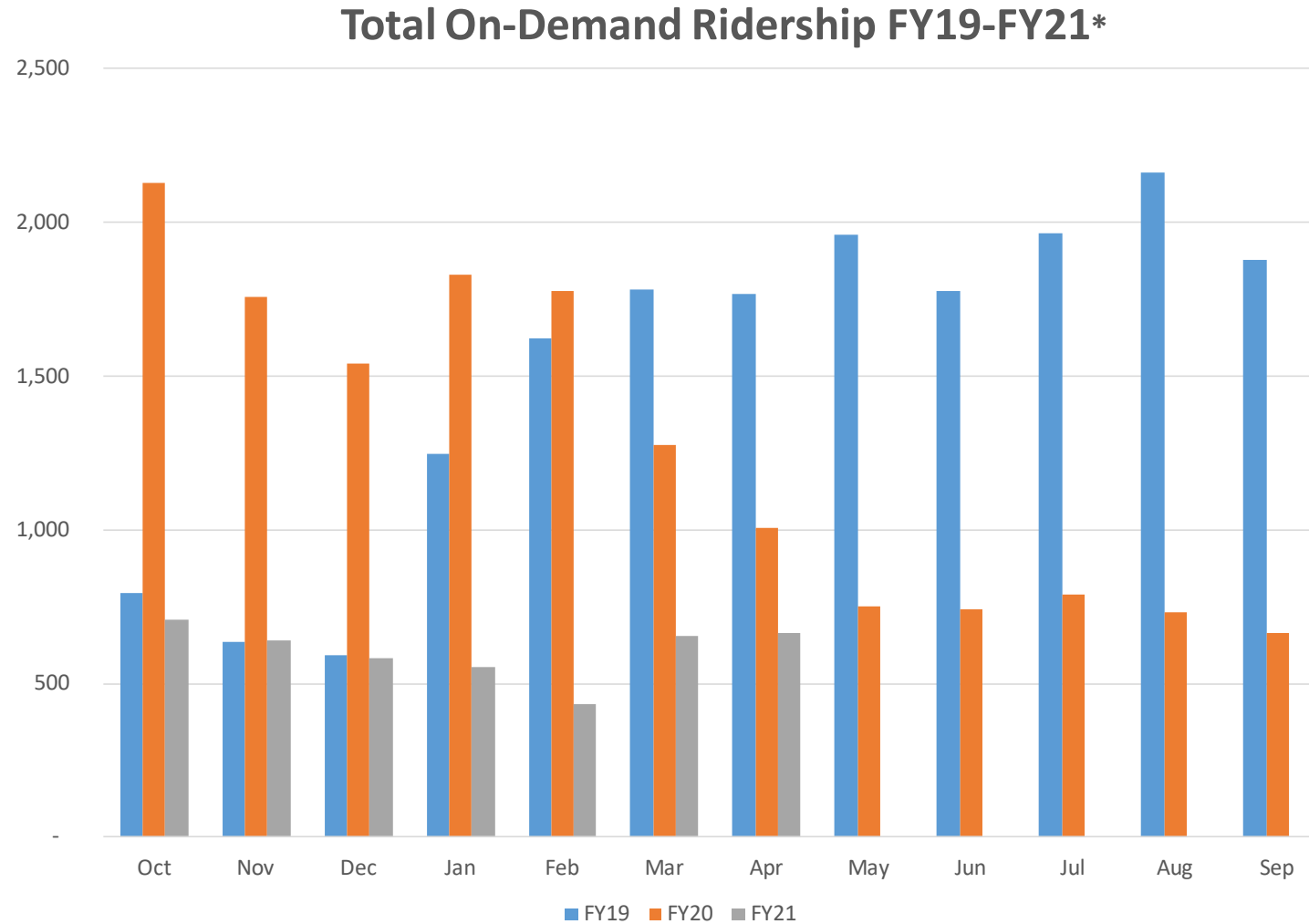
# FY19-FY21 Total Monthly Ridership – Access



\*ADA & Non-ADA Service in Denton, Lewisville & Highland Village



# FY19-FY21 Total Monthly Ridership – On-Demand

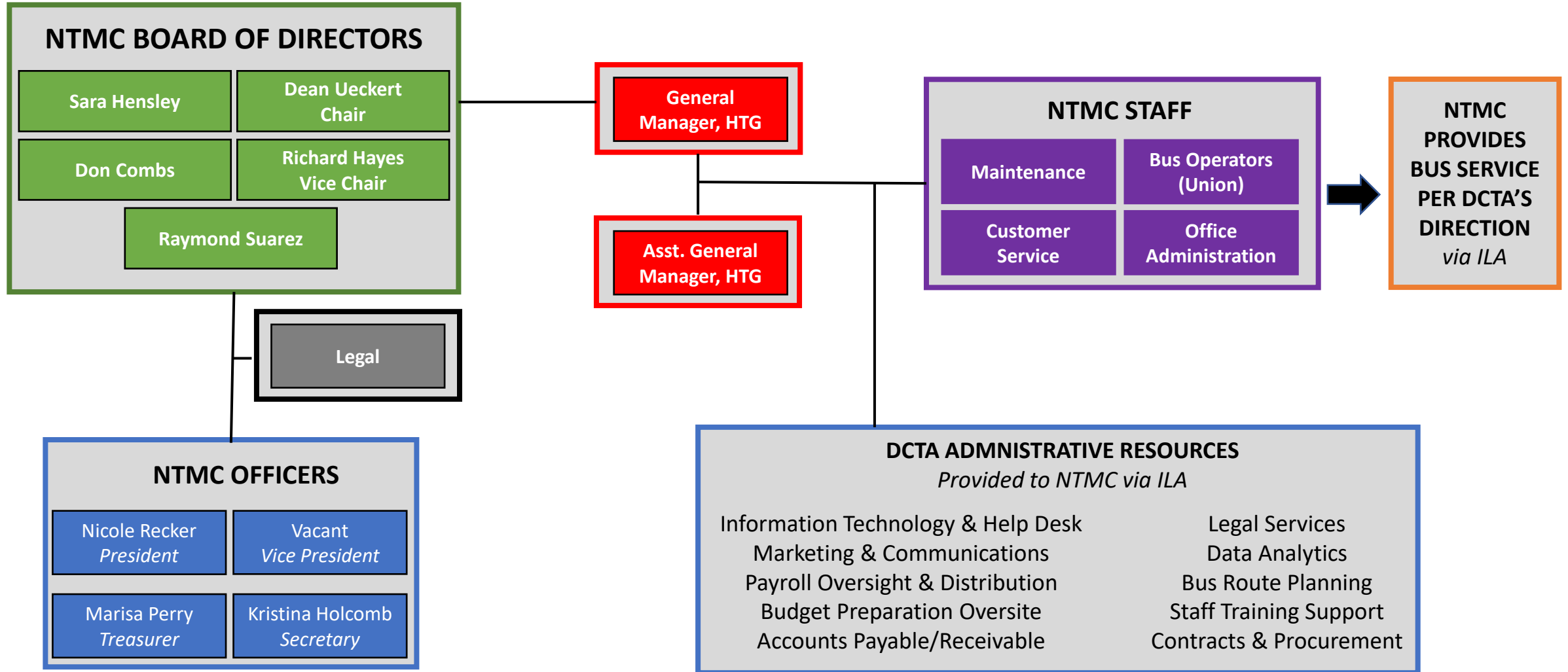


\*Frisco, Collin County Transit and Zoned Service In Denton & Highland Village



# North Texas Mobility Corporation (NTMC) –Updated Structure

04.21.2021



**RESOLUTION NO. 2021-N002**

**NORTH TEXAS MOBILITY CORPORATION  
RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION ESTABLISHING TIMES AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF DIRECTORS; DESIGNATING OFFICIAL LOCATION FOR POSTING NOTICES OF MEETINGS OF THE BOARD PURSUANT TO THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.06 of the Bylaws of the Corporation state that the regular meetings of the Board shall be established by resolution of the Board of Directors of the Corporation ("the Board"); and

**WHEREAS**, Section 2.05 of the Bylaws provide that the Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under the Texas Open Meetings Act ("the Act"); and

**WHEREAS**, the Board desires to establish its monthly regular meeting time, date, and place, and the official location for posting agendas pursuant to the Act;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THAT:**

**SECTION 1.** Unless determined otherwise by the Chair of the Board, the Regular Meetings of the Board of Directors shall be held in accordance with the Bylaws at least quarterly on the Wednesday preceding the 4th Thursday of the month at 8:00 a.m., at the offices of the Denton County Transportation Authority, 1955 Lakeway Drive, Suite 260, Lewisville, Texas.

**SECTION 2.** The official location for the posting of the notice of each regular and special meeting of the Board of Directors shall be on the window adjacent to the front door on the north façade of the DCTA offices, 1955 Lakeway Drive, Suite 260, Lewisville, Texas.

**SECTION 3.** This resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS MOBILITY CORPORATION THE 26TH DAY OF MAY 2021.**

**APPROVED:**

\_\_\_\_\_  
Dean Ueckert, Chair

**ATTEST:**

\_\_\_\_\_  
Kristina Holcomb, Secretary

# PROPOSED FY22 BUDGET CALENDAR

April '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	NTMC B	DCTA B	23	24
25	26	27	28	29	30	

April 9: FY22 Goals/Objectives Due (Staff)

May '21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	NTMC B	DCTA B	28	29
30	H					

May 7: FY22 Budget Projections Due (Staff)

Revenues, Operating & Capital  
May 17-21: FY22 Budget Reviews (Staff)

June '21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	DCTA B	18	19
20	21	22	NTMC B	DCTA B	25	26
27	28	29	30			

June 7: FY22 Budget Detail to Board (Email)

June 17: Budget Workshop with DCTA Board  
June 23: Budget Workshop with NTMC Board  
\*Occurs at start of regularly scheduled Board Mtg

July '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	NTMC B	DCTA B	23	24
25	26	27	28	29	30	31

July 21: NTMC Budget Workshop Part II  
\*if needed

July 22: DCTA Budget Workshop Part II (9-10am)  
\*if needed; prior to Board Mtg

August '21						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	NTMC B	DCTA B	27	28
29	30	31				

August 25: NTMC BOD FY22 Budget Presentation  
August 26: DCTA BOD FY22 Budget Presentation  
& Public Hearing

September '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	DCTA B	NTMC B
23	24	25	26	27	28	29

Sept 23: DCTA BOD FY22 Budget Adoption  
Sept 24: NTMC BOD FY22 Budget Adoption

October '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	NTMC B	DCTA B	29	30
31						

October 15: FY21 Performance Measure  
Results Due (Staff)

November '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	NTMC B	DCTA B	12	13
14	15	16	17	18	19	20
21	22	23	24	H	H	27
28	29	30				

Nov 8: FY22 Budget Document to Graphic Designer

December '21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	NTMC B	DCTA B	10	11
12	13	14	15	16	17	18
19	20	21	22	23	H	25
26	27	28	29	30	31	

Dec 17: GFOA Budget Award Submission Deadline

H	DCTA Holidays	■	Budget Materials Due (Staff)
B	Board of Director Meetings	■	Budget Workshop with Board
■	Budget Reviews (Staff)	■	Budget Document Design & Award Submission Deadlines

**AMENDED AND RESTATED BYLAWS OF THE  
NORTH TEXAS MOBILITY CORPORATION.**

A Texas Non-Profit Local Government Corporation created by and on behalf of the  
Denton County Transportation Authority

**ARTICLE I  
Corporate Purpose and Authority**

1.01 *Purpose.* The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Denton County Transportation Authority (“the Authority”) in the performance of its governmental functions to promote the common good and general welfare of the Authority, including, without limitation, financing, constructing, owning, managing and operating regional mobility services (the “Mobility Services”) on behalf of the Authority, and to perform such other governmental purposes of the Authority, as may be determined from time to time by the Authority’s Board of Directors (the “DCTA Board”). Subject to applicable state law and any contractual obligations of DCTA or the Corporation, DCTA may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established in the Bylaws of the Corporation (the “Bylaws”). The Corporation, with the prior written consent of the Authority or as may be provided by the Bylaws, shall have the following powers to carry out the purposes of the Corporation, by and through its Directors:

A. employ and/or contract with persons to carry out the purposes of the Corporation;

~~B. issue debt or enter into and administer other contractual obligations to carry out the purposes of the Corporation;~~

~~B.~~ own, lease, maintain and dispose of real and personal property; and

~~D.C.~~ contract with the Authority, political subdivisions, units of governments, and other persons and non-governmental entities.

1.02 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the “Act”), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Authority and to engage in activities in the furtherance of the purposes for its creation.

1.03 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

1.04 *Powers of Non-Profit Corporation.* The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit 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; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of each of the Authority or as otherwise allowed by these Bylaws.~~

1.05 *Governmental Entity for Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

1.06 *Authority Consent.* References herein to the consent or written consent of the Authority shall refer to a resolution or order of the Authority's Board of Directors.

1.07 *Other Units of Government.* The Corporation, ~~upon approval of the Authority,~~ may contract with a non-member unit of government to provide services on behalf of such non-member unit of government.

1.08 *Approved Projects.* The Corporation, by and through its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of the Corporation to assist the Authority in the performance of the Authority's governmental functions (each an "Approved Project").

## ARTICLE II Board of Directors

2.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of five (5) members (the "Board") subject to the oversight of the Authority and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation ("Director" or "Directors") shall be governed by Article VI of the Certificate of Formation ("Certificate").

2.02 *Initial Board and Transition.* The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VIII of the Certificate shall serve for the term prescribed therein. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her

successor is appointed by the Authority; provided, however, upon the death, resignation or removal of a Director, the Authority shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

2.03 *Governing Documents.* All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate, and such other documents agreed to by the Authority and as the same may be amended from time to time, or the laws of the State of Texas.

2.04 *Voting Rights.* All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

2.05 *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Denton County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the "Open Meetings Act"); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the Authority for the posting of meetings of the Authority. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

2.06 *Regular Meetings.* Regular meetings of the Board shall be held at least quarterly at such times and places as shall be designated, from time to time, by ~~resolution of~~ the Board.

2.07 *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board, the President of the Corporation, or by any two (2) Directors who are serving duly appointed terms of office at the time the meeting is called. A majority of the Board must be present for the conduct of any special called or emergency meeting. The Secretary of the Corporation shall give notice of each special meeting in person, by telephone, facsimile, mail or email at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under the Open Meetings Act. An emergency meeting may only be held when there is an emergency or an urgent public necessity exists and immediate action is required of the Board because of an imminent threat to public health and safety, or a reasonably unforeseeable situation. The agenda notice of the emergency meeting must be posted at least two (2) hours before the meeting and clearly identify the emergency or urgent public necessity. The President or Secretary of the Corporation, the Chair of the Board, or the Board members who call an emergency meeting must notify by telephone, facsimile transmission, or electronic mail not later than one hour before the meeting those members of the news media that have previously filed at the Corporation's office a request containing all pertinent information for the special notice and has agreed to reimburse the Board for the cost of providing the special notice. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation



may be considered and acted upon at a special meeting to the same extent as they may be considered and acted upon in a regular meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

2.08 *Election of Chair and Vice-Chair of the Board.* Upon the initial meeting of the Board and at the last regular meeting of the Board occurring prior to October 1 of each calendar year thereafter, the Directors shall elect a Chair and Vice-Chair from among the members of the Board who will serve as Chair and Vice-Chair, respectively, for the period of October 1 until September 30 immediately following their election, and until their replacements are elected.

2.10 *Quorum.* A majority of the entire Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, those present may adjourn the meeting. The vote of a majority of the entire membership of the Board in favor of a motion, resolution, or other act shall be required to constitute the act of the Board, unless the vote of a greater number of Directors is required by law, by the Certificate of Formation, or by these Bylaws.

2.11 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

2.12 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the Chair of the Board shall preside, and in the absence of the Chair, the Vice-Chair shall preside. In the absence of the Chair and Vice-Chair, the majority of Directors present and voting shall select from among the Directors in attendance a Director to preside at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the Director presiding at the meeting may appoint any person to act as secretary of the meeting.

2.13 *Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the entire Board, designate two (2) or more Directors to constitute an executive committee or other type of committee. In addition, the Board may appoint members of Corporation staff and citizens and/or employees of the Authority to be members of a committee, except for an Audit, Compensation or Governance Committee, which committees may only be composed of Directors.

2.14 *Power of Committees.* Except to the extent provided in the authorizing resolution for the committee and the Board-approved committee charter, a committee may not exercise the authority of the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings, shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time.

Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

2.15 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes.

2.16 *Director's Reliance on Consultant Information.* A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) an employee of the Authority; or
- (c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

2.17 *Attorneys and Consultants.* The Board may employ attorneys, auditors, certified accountants, engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

### ARTICLE III Officers

3.01 *Titles and Term of Office.* The officers of the Corporation shall be a President, ~~one or more Vice Presidents~~, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except the President shall not hold the office of Secretary. The initial term of the officers of the Corporation shall extend to December 31, 2021. The subsequent terms of office for each officer shall be three (3) years commencing on January 1.

All officers shall be appointed and subject to removal at any time, with or without cause, by a vote of a majority of the entire Board.

A vacancy in any office elected pursuant to this Article III shall be filled by a vote of a majority of the entire Board and shall be for the remainder of the then current term of office vacated.

3.02 *Powers and Duties of the President.* The President shall be the principal executive officer of the Corporation and, subject to the Board's approval, the President shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate, the President ~~or Vice-President~~ may sign and execute all ~~bonds, notes,~~ deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President

will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or Authority will be executed by the President within the general guidelines and policies of the Board and Authority. The President shall have such other duties as are assigned by the Board including, but not limited to, those set forth in Article VI, below. The President shall be an ex-officio member of all Board committees except the Audit Committee, if established.

~~3.03 Powers and Duties of the Vice President. The Vice President shall have such powers and duties as may be assigned to such person by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of such office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.~~

3.034 *Treasurer.* The Treasurer shall have custody of all funds and securities of the Corporation which come into possession of the Corporation. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; (iii) shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; (iv) shall perform all acts incident to the position of Treasurer subject to the control of the Board; including the monitoring and audit of all cash accounts whose existence must first be approved by the Board; and (v) shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Corporation may contract with the Authority to provide financial services for the Corporation in deciding the performance of the duties of the Treasurer set forth in this Section 3.04.

3.0504 *Secretary.* The Secretary (i) shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; (ii) shall attend to the giving and serving of all notices; (iii) in furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate of Formation, may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; (iv) shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, (v) shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

In addition to the duties prescribed above, upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of such office, the Secretary shall have such powers and duties as those assigned to the President. Any action

taken by the Secretary in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Nothing in this Section ~~3.05-04~~ shall be construed as prohibiting the Board or the President from providing to the Secretary such support as may be reasonable and necessary to assist the Secretary in carrying out the duties set forth herein.

~~3.0605.~~ *Compensation and Staff.* Officers who are members of the DCTA Board of Directors or DCTA employees or who occupy a government office of emolument (as defined in Tex. Const. art. XVI §40) shall serve without compensation with respect to the performance of their duties as officers of the Corporation but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board. Administrative services for the Corporation may be performed by employees of the Authority, as directed by the Authority's Chief Executive Officer, and the Corporation shall pay the costs for such services pursuant to an agreement between the Corporation and the Authority entered pursuant the Interlocal Cooperation Act (Chapter 791, Tex. Govt. Code).

~~3.0706.~~ *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
- (c) an employee of the Authority.

#### **ARTICLE IV Financial Responsibilities**

4.01 *Audit.* The Corporation shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation.

4.02 *Capital Spending Authority:* The Board may expend funds for capital improvements in accordance with a capital improvement plan approved by the Board for the current fiscal year budget as follows:

- (a) Funds from the Authority shall be used for the purposes of the Corporation as authorized and directed by the Authority.

(b) Funds from other sources, such as donations, may be used at the discretion of the Board for capital purposes as long as the uses are consistent with the direction of the Authority and are not reasonably expected by the Board to increase the operation and maintenance costs of the Corporation above the limits established in Section 4.04, below, or have a capital cost greater than \$100,000.

(c) Proceeds of bonds, notes and other obligations shall be expended in accordance with the terms of the resolution authorizing the issuance of such bonds, notes or other obligations.

4.03 *Issuance of Debt.* ~~The Corporation shall have no authority to issue debt.~~

~~(a) — The Corporation, with the approval of the Authority, is authorized to issue short-term debt in the form of bonds, notes, and other obligations which by their terms mature and are payable not later than one (1) year from their initial date of issuance. Where possible, the amount and purpose of the short term debt shall be projected by the Corporation in its annual budget to the Authority. The Authority shall be given the first opportunity to provide these funds before the Board incurs debt.~~

~~(b) — The Corporation, with the approval of the Authority, is authorized to issue long-term debt in the form of bonds, notes, and other obligations which by their terms mature and are payable beyond one (1) year from their initial date of issuance. Long term debt may be issued to finance capital improvements and costs related thereto, and to refund or refinance any outstanding bonds, notes, or obligations issued or incurred by the Corporation, or for such other reasons as may be approved by the Authority.~~

~~(c) — Short term debt as defined in Subsection (a) and long term debt as defined in Subsection (b) of this Section 4.03 may be issued only if:~~

~~(i) the issuance of said debt is approved by a majority of the entire Board; and~~

~~(ii) the issuance of said debt is approved by resolution or ordinance of the Authority.~~

~~(d) — Any debt issuance approved by the Authority shall be paid from any source or sources permitted by law including the income and revenue of the Corporation.~~

4.04 *Increase of O&M Costs.* Except for items mandated by changes in state or federal law or regulation that could not reasonably have been anticipated prior to submission of the Corporation's annual budget to the Authority for review and comment, in the event any one or more items are added during a fiscal year that would increase or cause the annual operation and maintenance costs to exceed ten percent (10%) above the budgeted amount for that year, the Board must receive prior approval from the Authority prior to making that addition.

4.05 *Fiscal Year.* The fiscal year of the Corporation shall begin October 1 of each year.

4.06 *Annual Budget.*

(a) Prior to the beginning of each fiscal year, the Board shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. After approval by the Board, the Budget shall be submitted to the Authority for approval.

(b) The Budget shall, at a minimum, include capital, operational, ~~debt service~~ and project-specific expenditures and corresponding revenues. The Budget shall clearly indicate the sources and purposes of revenues contributed by the Authority, any non-participating unit of government, or other third-parties.

(c) If the Board fails to approve the Budget, or if the Budget is not approved by the Authority, then the Budget for the prior fiscal year shall be deemed approved.

(d) From time to time, the Board may undertake one or more projects related to the purposes of the Corporation requiring the expenditure of funds not approved in the Annual Budget. While the Board may elect to amend the Annual Budget for a particular project(s) related to the purposes of the Corporation, such expenditures may not be undertaken in that regard unless or until an agreement with the Authority or a third-party unit of government is executed with the Corporation, which shall contain at least the following:

(i) the service(s) to be provided by the Corporation;

(ii) the method by which the Corporation intends to provide the service(s) (i.e., the Corporation intends to contract with a private entity or perform the service(s) itself, or some blending of the various methods);

(iii) the total cost of the project(s) to be undertaken by the Corporation; and

(iv) written agreement by the third-party unit of government to contribute an agreed-upon portion of the stated project expenditures, along with the agreed-upon portion being contributed by the Authority, if any.

4.07 *Line Item Flexibility.* The Board and, if authorized by the Board, the President, has the authority to shift operation and maintenance funds from one line item of the Budget to another without the approval of the Authority.

**Commented [JG1]:** Do you want to place a limit on the President's authority?

4.08 *Reserve Fund.* The Budget may provide for one or more reserve funds for the replacement of scheduled assets, for capital improvements and reasonable reserves for future activities, debt, establishment of a capital reserve. Any unencumbered funds remaining at the end of the fiscal year shall be converted to the Reserve Fund.

4.09 *Other Funds.* Other funds, such as unrestricted charitable donations, may be used by the Board in accordance with the approved budget or, if not anticipated in the Budget, as the Board directs, provided that the limitation set out in Section 4.04, above or a capital cost of \$100,000 is not exceeded.

4.10 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

4.11 *Sale or Transfer of Assets.* The Corporation may not sell, transfer or assign real property or permits of the Corporation, in whole or in part, without the approval of the Board. After approval by the Board, the proposed sale, transfer or assignment of the assets (“the Asset Transfer”) must be submitted to the Authority for approval. The Authority will approve or disapprove the Asset Transfer in whole or in part. Notwithstanding the foregoing, the Board shall not be required to obtain the consent of the Authority to sell, convey, or transfer to a third-party personal property of the Corporation determined by the Board to be surplus and which has a depreciated unit value of less than \$1000.00 per unit.

#### **ARTICLE V**

##### **Indemnification of Directors and Officers**

5.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative (hereinafter a “proceeding”), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys’ fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnify hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

5.02 *Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 5.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person’s ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that

he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

5.03 *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V.

5.04 *Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

5.05 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 5.03 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

5.06 *Insurance.* The Corporation shall provide for the purchase and maintenance of insurance, at its expense, to protect itself and any person who is (or was) serving as a Director, officer, employee or agent of the Corporation or who is (or was) serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

5.07 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

5.08 *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

## ARTICLE VI

### Additional Duties and Authority of the President; Employees



6.01 *Additional Powers and Duties of the President.*

(a) *Responsible for hiring and supervision of Employees.* The President shall be responsible for hiring and terminating the employees of the Corporation. Except to the extent provided (i) in a collective bargaining agreement to which the Corporation is a party or (ii) under applicable state or federal law or regulations, all employees hired by the President shall be terminable at-will and not be provided any term or promise of employment. The General Manager shall report directly to the Chair of the Board.

(c) *Spending Authority.* The President is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed \$50,000 without Board approval as long as funds are budgeted and are available for the expenditure.

~~(d) *Annual Budget.* The President is responsible for the preparation of the Corporation's annual budget for consideration and approval by the Board.~~

**Commented [JG2]:** Do you want to limit the spending authority of the President?

**Commented [JG3]:** this is covered in 4.06. Need to clarify who is responsible for preparing the budget for the Board. GM or President. Keep in mind the GM is a NTMC contractor whereas the President is also DCTA staff. May be best kept with the President who can work with the GM.

6.02 *Contracting with the Authority.* The Corporation may contract with the Authority for utilization of employees of the Authority. The Corporation may, without compensation, use the services of employees the Authority with the prior written consent of the Authority's Chief Executive Officer. The Board is authorized to employ or contract for project-specific personnel to manage or to operate a service provided by the Corporation.

**ARTICLE VII  
Code of Ethics**

7.01 *Policy.* It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

7.02 *Purpose.* This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (i) to encourage high ethical standards in official conduct by Directors and corporate officers; and (ii) to establish guidelines for such ethical standards of conduct.

**ARTICLE VIII  
Miscellaneous Provisions**

8.01 *Seal.* The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

8.02 *Notice and Waiver of Notice.* Whenever any notice, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. If transmitted by facsimile or email, such notice shall be deemed to be delivered upon successful transmission of the facsimile or email. A Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless such attendance is for the purpose of objecting to the failure of notice. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

8.03 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

8.04 *Distribution of Net Income; Return of Funds.* Notwithstanding Section 431.107 of the Act entitling the Authority at all times to have the right to equally receive the income earned by the Corporation, any income earned by the Corporation after payment of reasonable expenses, reasonable reserves for future activities, debt, establishment of a capital reserve, and establishment of a reserve for satisfaction of other legal obligations of the Corporation shall be retained by the Corporation and applied as a credit to the charges to the Authority for operations of the Corporation and/or other services provided by the Corporation to the Authority.

8.05 *Authority Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the Authority shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the Authority shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the Authority.

8.06 *Amendments.* A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to these Bylaws must be approved by resolution of the Authority in order to be effective.

**Approved by DCTA Board of Directors on February 28, 2019**

**Approved by Board of Directors of North Texas Mobility Corporation on April 16, 2019.**

**Amended by NTMC Board of Directors and DCTA Board of Directors on May 23, 2019**



## MEMO

To: NTMC Board of Directors

From: Robert J. Garza, General Manager, *RJ Garza*

CC: NTMC Officers; Louise Francois, AGM, and John Hendrickson, HTG President

Date: May 1, 2021

Subject: NTMC - Request to approve contract for temporary services with CornerStone Staffing.

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### BACKGROUND:

The Denton County Transportation Authority (DCTA) procurement department assisted NTMC in acquiring an agreement for the use of Temporary Personnel Services. In the past, NTMC had to utilize an existing contract from DCTA and to avoid any contractual discrepancies it is recommended to establish our own contract. These services are typically for non-operator type positions. NTMC currently does not have any temporary services; however, when the need arises it would be beneficial to agreement in place.

### TEMPORARY PERSONNEL SERVICES REQUIREMENTS:

Contractor will provide to NTMC temporary personnel as NTMC may request from time-to-time. Contractor may rely upon telephonic instructions from NTMC for such requests. Contractor will be required to meet all necessary Insurance requirements, see Exhibit "A".

The term of this Agreement shall commence on April 21<sup>st</sup>, 2021 and shall expire on April 21<sup>st</sup>, 2022. This Agreement shall automatically renew for additional one-year periods unless either party gives written notice of its desire not to renew at least thirty (30) days prior to the expiration of the initial term or any renewal term, see attachment for more details.

### RECOMMENDATION:

NTMC staff recommends authorizing the NTMC President to execute this annual contract agreement for Temporary Services with CornerStone Staffing as the terms and conditions are mentioned on attachments.

### FINANCIAL IMPACT:

The use of this service is budgeted at \$11,000 annually. It will only be impacted if services are requested.

If you should have any questions or concerns, please feel free to contact me.



**CORNERSTONE STAFFING**

**STAFFING SERVICE AGREEMENT**

This Staffing Service Agreement (this “Agreement”) is entered into as of April 21<sup>st</sup>, 2021 by and between North Texas Mobility Corporation, with an address of 1101 Teasley Lane, Denton, Texas 76205 (“Client”) and Smith Temporaries, Inc., d/b/a CornerStone Staffing, with an address of 2301 Mustang Drive, Suite 100, Grapevine, TX 76051 (“CornerStone”).

Client desires to use CornerStone’s employee staffing services and Cornerstone desires to provide such services to Client.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, it is agreed by and between Client and CornerStone as follows:

**I. TERM AND TERMINATION**

A. The term of this Agreement shall commence on April 21<sup>st</sup>, 2021 and shall expire on April 21<sup>st</sup>, 2022. This Agreement shall automatically renew for additional one-year periods unless either party gives written notice of its desire not to renew at least thirty (30) days prior to the expiration of the initial term or any renewal term.

**II. SERVICES**

A. CornerStone will provide to Client certain employees of CornerStone (“Assigned Associates”) as Client may request from time to time. CornerStone may rely upon telephonic instructions from Client for such requests.

B. If Client defaults under any payment due under this Agreement, Cornerstone may suspend performance under this Agreement until all such delinquent payments are received by Cornerstone.

**III. PRICING AND PAYMENT**

A. CornerStone’s bill rate to Client will be established in writing prior to the start date of the Assigned Associate.

B. CornerStone may adjust the markup on the pay rate or increase the multiplier on the bill rate to compensate for any increase in taxes or mandatory adjustments to FICA, FUTA, SUI, workers’ compensation and any federally or state mandated programs or benefits.

C. Invoices are due and payable upon receipt. Invoices not paid within 30 days of receipt of invoice shall include a late charge equal to 7% of the original invoice amount and shall accrue interest at the rate of 18% annum from the invoice date until paid. Client shall reimburse CornerStone for all collection and/or legal fees it may incur to enforce any provision of this agreement.

D. Except as provided above, no price adjustments shall be made other than on the anniversary date of this Agreement. Ninety (90) days before each anniversary of this

Agreement, either party may schedule a meeting between the parties to discuss pricing adjustments to be made on the anniversary date of this Agreement.

E. Cornerstone shall bill Client on behalf of all Subcontractors as part of Cornerstone’s usual course of billing and invoicing. Client shall pay Cornerstone directly for all billings on behalf of Subcontractors, and Cornerstone shall pay Subcontractors.

F. The provisions of this Article III shall survive the termination of this Agreement.

IV. ASSOCIATE CONVERSION

A. Except as provided below, Client shall not permit Assigned Associates to be converted/transitioned to a competitor’s payroll or to Client’s payroll.

B. If an Assigned Associate has worked at least 720 hours for Client, Client may convert such Assigned Associate to a Client employee without the payment of any fee to Cornerstone, provided that Client has paid to Cornerstone all invoiced amounts for such Assigned Associate.

C. If an Assigned Associate has worked less than 720 hours for Client, Client may hire the assigned associate by paying Agency the applicable conversion fee. The applicable fee is stated below for the range in which the number of hours worked by the Assigned Associate on assignment to Client before being hired by Client falls:

0 - 120 hours	20%
121- 240 hours	15%
241 - 360 hours	12%
361 -520 hours	10%
521-720 hours	5%
721+ hours	0%

\*All conversion fees are calculated as a percentage of the candidate’s starting salary.

D. Client shall not cause or permit any Assigned Associate assigned to Client by Cornerstone or Subcontractor pursuant to this Agreement to transfer to another entity’s payroll, or to perform services for Client while on the payroll of any person or firm other than Cornerstone or Subcontractor.

E. The provisions of this Article IV shall survive the termination of this Agreement.

V. EMPLOYER/EMPLOYEE RELATIONSHIP

A. Assigned Associates are solely employees of CornerStone.

B. CornerStone is solely responsible for all wages, workers’ compensation, federal, state, or employment taxes and costs related to the Assigned Associates.

C. CornerStone is solely responsible for hiring and firing of Assigned Associates.

D. Assigned Associates shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its direct employees.

VI. INSURANCE

Cornerstone shall, at its own expense and at no charge to Client, provide and maintain in full force and effect during the term of this Agreement the types and limits of insurance coverage set forth in Exhibit A, which exhibit is attached hereto and incorporated herein. Upon request of Client, Cornerstone shall furnish Client with certificates evidencing such insurance coverage.

VII. LIMITATION ON ASSIGNED ASSOCIATE ACTIVITY; SAFE WORKPLACE.

A. Client shall supervise all Assigned Associates and control the conduct and work quality of all Assigned Associates.

B. Client shall not allow any Assigned Associate access to any unattended premises, unattended valuables, cash, keys, credit cards, confidential or trade secret information.

C. Client acknowledges that the Assigned Associates will be in Client's care, control and custody and Client shall use care in protecting the Assigned Associates from exposure to any hazardous materials or conditions.

D. Client controls the facilities in which Assigned Associates work and Client shall provide a safe place for Assigned Associates to work. Client is solely and exclusively responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder.

E. Client shall not allow the Assigned Associates to operate any machinery or vehicles unless they are covered by Client's liability insurance. Client shall not allow any Assigned Associate to operate any machinery that is dangerous or unprotected, or that requires a special license, training or skill, such as forklifts and reach trucks. Client shall not allow the Assigned Associates to work in an excavation, on ladders, on scaffolding, on elevated platforms, or on elevated structures, unless complete and proper protection is provided.

F. Client shall not make any unauthorized changes in an Assigned Associates job duties or risks.

G. Client shall immediately notify Cornerstone of any injury or accident or any claim for worker's compensation benefits involving Assigned Associates.

VIII. CONFIDENTIALITY

A. Cornerstone acknowledges that it may be given access to or acquire confidential or proprietary information of Client, all of which provides Client with a competitive advantage and none of which is readily available. Any and all such information obtained by Cornerstone shall be deemed to be confidential and proprietary information. Cornerstone agrees that during the term of this Agreement and any time thereafter it will keep such information confidential and will not use or disclose to any person or company any such confidential or proprietary information obtained during the term of this Agreement for any reason or purpose, except in connection with its provision of services to Client pursuant to this Agreement. Cornerstone also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information.

B. Client acknowledges that it may be given access to or acquire confidential or proprietary information of Cornerstone, all of which provides Cornerstone with a competitive advantage and none of which is readily available. Any and all such information obtained by Client shall be deemed to be confidential and proprietary information. Client agrees that during the term of this Agreement and any time thereafter it will keep such information confidential and will not use or disclose to any person or company any such confidential or proprietary information obtained during the term of this Agreement for any reason or purpose. Client also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information. Cornerstone's confidential and proprietary information" includes all information regarding Cornerstone's Assigned Associates, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information.

IX. COLLABORATIVE DISPUTE RESOLUTION/MEDIATION

A. If a dispute arises between the parties to this Agreement, the parties agree that they

will not resort to litigation until other methods of dispute resolution have been tried and have failed. The parties agree that the first dispute resolution option they will consider is the collaborative process. Each party shall engage in a face-to-face consultation with a lawyer trained in the collaborative dispute resolution process to discuss the facts surrounding the dispute and the feasibility of resolution through participation in the collaborative. The parties acknowledge that the collaborative process is a voluntary process and that after educating themselves regarding the element of the process, either party may decide not to be a participant in the collaborative process.

B. If the dispute is not entirely resolved in the collaborative process, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement to non-binding mediation prior to bringing such claim, controversy or dispute in a court or before any other tribunal. The mediation shall be conducted through either an individual mediator or a mediator appointed by a mediation services organization or body agreed upon by the parties and, failing such agreement within a reasonable period of time after either party has notified the other of its desire to seek mediation of any claim, controversy or dispute (not to exceed fifteen (15) days), by the American Arbitration Association in accordance with its rules governing mediation. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), shall be borne by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then the matter may be brought before a court to resolve such claim, controversy or dispute. Notwithstanding the foregoing, either party may bring an action for monies owed or injunctive or other extraordinary in a court having jurisdiction without first submitting such action to the collaborative process or mediation.

X. SURVIVAL

The provisions of this Agreement that by their terms or sense and context extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal, including but not limited to, Articles III, IV, IX and X.

XI. ENTIRE AGREEMENT

This Agreement and its exhibits constitute the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements between CornerStone and Client as to the subject matter hereof. The parties further agree that they are not relying upon any representations, statements, or agreements from the other as a basis for entering into this Agreement. This Agreement may only be amended by an instrument in writing signed by CornerStone and Client.

**XII. SEVERABILITY**

If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

**XIII. NO WAIVER**

The failure of either party to insist upon a strict performance of or to seek remedy of any terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent, waiver or approval is given.

**XIV. APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of Texas. Any action brought to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Denton County, Texas.

**XV. NOTICES**

Any notice given pursuant to this Agreement shall be in writing and given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the introductory paragraph of this Agreement, or as changed through written notice to the other party. Notice will be deemed effective on the date it is delivered to the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

**XVI. INDEPENDENT CONTRACTOR**

Each party represents and warrants that it is an independent contractor with no authority to contract for the other or in any way to bind or to commit the other to an agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of each other.

**XVII. HEADINGS**

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

**XVIII. TRANSFERABILITY**

Neither Client nor Cornerstone may assign this Agreement, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.



**XIX. AMBIGUITIES**

The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

**XX. PROHIBITION OF BOYCOTT ISRAEL**

Cornerstone verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**XXI. AUTHORIZATION**

Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

**XXII. AMENDMENTS**

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

**XXIII. COUNTERPARTS**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies. hereof each signed by less than all, but together signed by all of the parties hereto.

**XXIV. CONFLICTS OF INTEREST**

Cornerstone represents that no official or employee of Client has any direct or pecuniary interest in this Agreement.

**XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Cornerstone shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders; ordinances and codes of federal, state and local governments, including all applicable federal clauses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SMITH TEMPORARIES, INC.

NORTH TEXAS MOBILITY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**INSURANCE TYPES AND LIMITS**

- Worker's Compensation: Worker's compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed.
- Employer's Liability: Employer's liability insurance with a limit of not less than \$1,000,000 per accident.
- General Liability: Commercial General Liability insurance with a limit of \$1,000,000 each occurrence / \$3,000,000 aggregate.
- Auto Liability: Hired and Non-Owned Liability insurance with a combined single limit of \$1,000,000 each accident.
- Crime: Coverage of \$1,000,000 is provided and includes 3<sup>rd</sup> Party Coverage.
- Professional Liability: Employer's professional liability insurance with a limit of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Umbrella Liability: \$10,000,000 per occurrence / \$10,000,000 aggregate. Umbrella is follow form to General Liability, Hired and Non-Owned Auto Liability, Professional Liability, and Employers Liability.



## General Manager’s – Board of Director’s May 2021 Report

(May 11, 2021)

### EXECUTIVE SUMMARY

A major part of our focus was preparations for the FY 2022 Budget. This was challenging due to the service level changes scheduled to become effective on September 2022.

### Operations: Route 3 & 7 Ride-Along Observations

GM boarded routes 3 & 7 around mid-day and made the following observations.

#### The Observation:

**Route 3:** 10:55a – 11:29a, the driver did an excellent job and kept up with the route as scheduled. Major construction @ May Hill throughout route making the conditions more challenging. Prior to me boarding, 28 passengers utilized the system, boarded 3 UNT Students, and boarded one (1) wheelchair passenger. Three (3) boarded during my observation One passenger stated he uses the system regularly to go to work and not having a vehicle; another passenger (lady); often utilizes the system and purchases an all-day pass, and third passenger board near Dollar General on McKinney St.. Both ladies use the system regularly to go shopping and one transfers to route 6 that travels near her home.





**Continued:**

**Operations: Route 3 & 7 Ride-Along Observations**

GM boarded routes 3 & 7 around mid-day and made the following observations.

**The Observation:**

**Route 7:** 12:30p – 1:16p, the driver did an excellent job; however, started 9 minutes late due to requiring a needed break. Route 7 is our busiest route, ranked #1, and requires full driver attention. The road conditions as well require close safety observation from the driver.

As you can see from this picture all passengers are pleased with the service. Driver boarded one (1) wheelchair passenger, several passengers including five (5) UNT Students, totaling 17 while I was on board.



**New CBA: Hendrickson Transportation Group (HTG)**

The new CBA goes into effect from April 1, 2021, through March 30, 2024, pending final signatures.

**The Solution:**

Once the CBA is finalized with signatures, NTMC can proceed with processing all the requirements as agreed which includes the pay increases and any retro pay. We posted a notice to advise operators and to please be patient with the process.



**DDTC Lobby: Reopening to the Public – Tentatively June 7<sup>th</sup>**

We are currently having discussions with DCTA on our suggestions for the reopening. We would prefer to reopen fully in mid-September; however, offer a semi-reopening due to the pandemic and sanitizing requirements. More details will be discussed during the NTMC Board meeting.

**Texas Motor Speedway (TMS): Providing transportation assistance at TMS Vaccine Site**

Denton County requested assistance in providing transportation assistance for the TMS Vaccine Site efforts. The last day for this service is Friday, May 14, 2021.

**The Solution:**

NTMC has continued to make every effort in providing this needed service. This service is provided 2 – 3 days a week for those scheduling appointments. The Call Center has been doing an outstanding job accepting appointments if clients have a scheduled vaccine appointment. This service has been working very well and benefits those that may not have transportation ability or needs special assistance. Thank you to NTMC staff for making this a successful program and partnering with DCTA.

**NTMC: Vacancy Positions**

- Mechanic – one (1)
- Operators – seven (7)
- Service Attendants: one (1) P/T
- Dispatchers: two (2)

**Other Focus Points:**

- Increase the line of communication among all employees, & union officials.
- Establishing a new culture that encourages Team effort, Trust, Respect, and Accountability.
- Continue to provide employees necessary Personal Protective Equipment (PPE) to minimize exposure in our fight against COVID-19, tracking the issuance of masks to passengers.
- Monthly GM – Communication Announcement Newsletter.

**Robert J. Garza, “RJ”**  
**General Manager**

## Regular Agenda 3f Exhibit 2

Date	Number of Inbound Calls	Number of Outbound Calls	Max Calls in Queue Concurrently	Operator	TMS Shuttle	Demand Response	Demand Response Apps	Average Inbound Talk Time
Thursday, April 1, 2021	151	24	7	41	50	56	4	3.37
Friday, April 2, 2021	135	30	3	55	31	43	6	2.57
Saturday, April 3, 2021	38	2	2	16	1	20	1	2.00
Monday, April 5, 2021	230	60	5	68	61	92	9	4.00
Tuesday, April 6, 2021	139	46	3	46	34	56	3	3.38
Wednesday, April 7, 2021	199	76	6	81	31	78	9	2.56
Thursday, April 8, 2021	163	71	5	53	28	77	5	3.17
Friday, April 9, 2021	124	37	3	57	14	50	3	2.52
Saturday, April 10, 2021	53	9	2	31	4	17	1	2.06
Monday, April 12, 2021	234	57	6	65	62	101	6	3.18
Tuesday, April 13, 2021	162	91	4	57	33	62	10	3.07
Wednesday, April 14, 2021	160	76	5	62	37	55	6	2.50
Thursday, April 15, 2021	146	85	5	51	35	51	9	2.48
Friday, April 16, 2021	209	18	6	55	72	78	4	2.54
Saturday, April 17, 2021	42	6	2	21	5	16	0	2.32
Monday, April 19, 2021	310	89	8	93	94	116	7	3.47
Tuesday, April 20, 2021	166	41	4	50	41	70	5	2.24
Wednesday, April 21, 2021	149	86	2	47	40	55	7	3.07
Thursday, April 22, 2021	104	55	2	43	20	38	3	2.30
Friday, April 23, 2021	71	27	1	29	9	29	4	4.18
Saturday, April 24, 2021	26	18	1	16	2	7	1	2.59
Monday, April 26, 2021	123	20	3	49	12	52	10	3.26
Tuesday, April 27, 2021	122	29	3	46	27	46	3	3.08
Wednesday, April 28, 2021	219	85	5	85	49	79	6	2.52
Thursday, April 29, 2021	141	55	4	52	32	48	9	2.42
Friday, April 30, 2021	138	38	4	69	5	57	7	2.19
<b>Totals</b>	<b>3754</b>	<b>1231</b>	<b>101</b>	<b>1338</b>	<b>829</b>	<b>1449</b>	<b>138</b>	
<b>Average</b>	<b>144.38</b>	<b>47.35</b>	<b>3.88</b>	<b>51.46</b>	<b>31.88</b>	<b>55.73</b>	<b>5.31</b>	<b>2.81</b>

Holiday
Files did not download

Average Outbound Talk Time	Foot Traffic	Tickets Sold at Window
1.25	7	22
1.38	5	5
0.27	0	0
1.08	7	8
1.21	0	0
1.76	3	8
1.22	5	12
1.13	15	13
1.14	0	0
1.57	5	43
1.24	2	2
1.28	4	2
1.24	4	3
0.47	5	5
1.49	0	0
1.27	9	7
1.15	5	5
1.25	2	2
1.12	7	35
1.21	3	1
0.51	0	0
0.53	7	9
2.02	5	4
1.15	5	4
0.54	5	2
1.12	4	6
	114	198
1.14	4.38	7.62

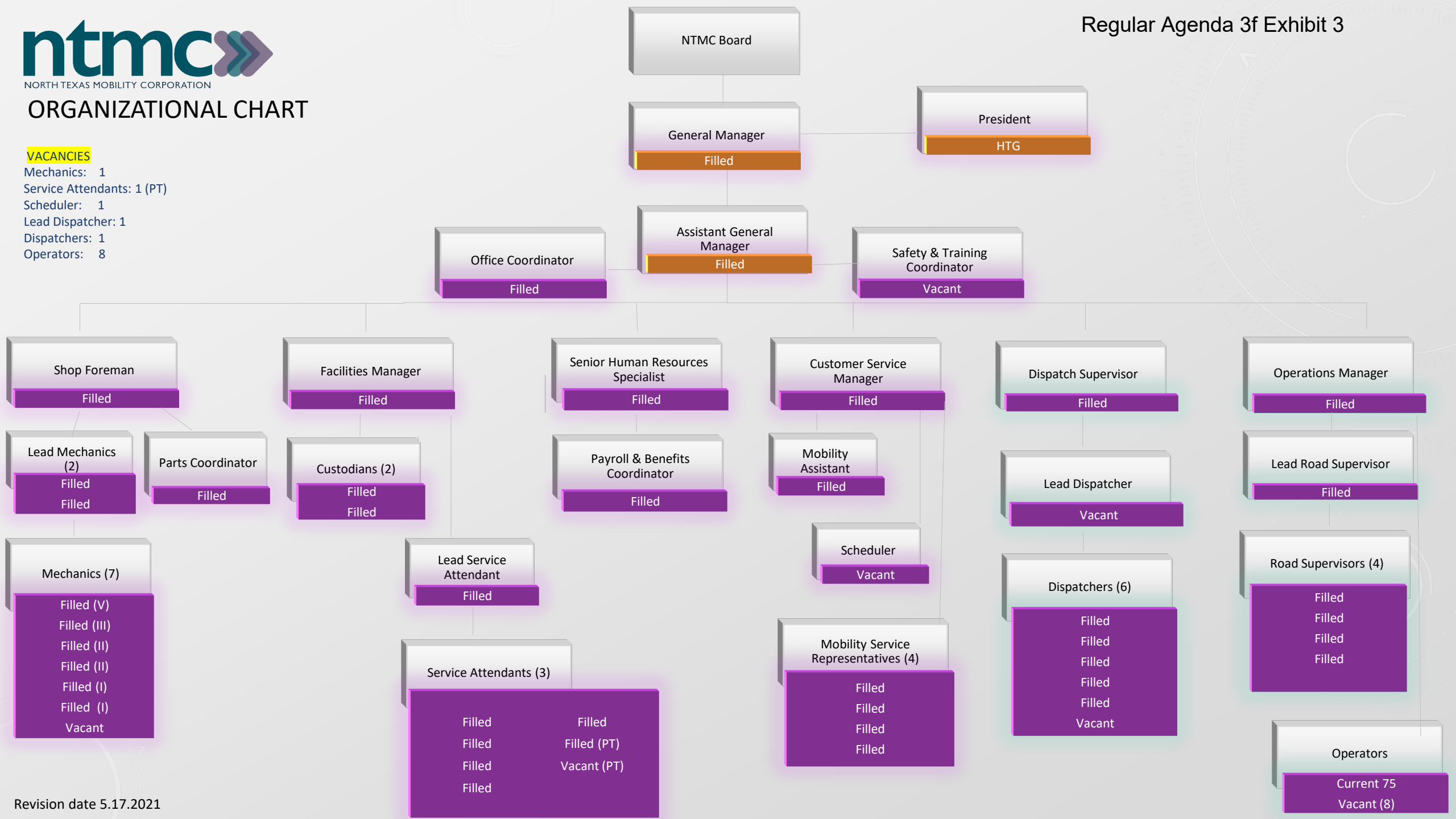
Types of Tickets Sold
2- Local Day, 2- Reduced Local Day, 16- AM/PM, 1- Access Book, 1- Regional Day
1- Regional Day, 4-AM/PM
Closed
2- Local Day, 3- AM/PM, 1- Access Book, 1- Local 31 Day, 1- Misc Shipping
No Sales
4- Local Day, 2- Reduced Local Day, 2- AM/PM
1- Local Monthly, 1- Reduced Regional, 10- AM/PM
1- Local Day, 2- Reduced Local 31 Day, 8- Regional Day, 1- AM/PM, 1- Reduced Regional
Closed
1- Regional Day, 1- Reduced Regional, 40- Local Day, 1- AM/PM
2-AM/PM
2- AM/PM
2- AM/PM, 1- Access Book
1- Reduced Local Day, 3- AM/PM, 1- Access Book
Closed
3- Reduced Regional Day, 2- Access Books, 1- Local 31 Day, 1- Shipping, 1- Regional Reduced Comp
1- Local Day, 3- AM/PM, 1- ID Holder
1- Local 31 Day, 1- Reduced Local 31 Day
1- Reduced Regional 31 Day, 11- Regional Day, 1- Reduced Regional Day, 22- AM/PM
1-Reduced Regional Day
Closed
2- Reduced Regional Day, 2- Reduced Local Day, 2- AM/PM, 1-Reduced AM/PM, 1- Reduced Local 31 Day, 1- Local 31 Day
1-Reduced Local Day, 1- Reduced Local 31 Day, 1- Local 31 Day, 1- AM/PM
1-Regional Day, 2- Reduced Local 31 Day, 1- Misc Shipping
1- Reduced Local Day, 1- AM/PM
3- AM/PM, 3- Local Day 10 Pack



# ORGANIZATIONAL CHART

**VACANCIES**

- Mechanics: 1
- Service Attendants: 1 (PT)
- Scheduler: 1
- Lead Dispatcher: 1
- Dispatchers: 1
- Operators: 8





MAY 2021

# Welcome Aboard!



Operators:  
Dontavious Craft  
Evonne Armstrong  
Vickie Hayes  
Allen Scott



Dispatcher: Adrian Henke  
Mobility Service Representative: Tania Pena  
Payroll & Benefits: Jorrel Quiorong



## BUILDING A WORLD-CLASS TRANSIT SYSTEM!

Together we can build a world-class transit system; however, I can not do this task alone. I need your help. Everyone has an important function to carry-out throughout each workday at NTMC.

I ask for your commitment to this great effort. The success of the organization requires all of us to do our part. Do the best job you can to provide the mobility access opportunity for our community and all our customers.

I respect each of you and I'm proud to be a part of the NTMC team. Thank you for making NTMC a better place to work.

I would like everyone to join me in developing a new NTMC culture that encourages all employees to work united as a TEAM, TRUST each other, RESPECT each other, and hold each other ACCOUNTABLE in a positive manner.

Phone: 956-466-8375

Website: [www.ntmc.com](http://www.ntmc.com)

Email: [rjgarza@ntmc.com](mailto:rjgarza@ntmc.com)

# Accident Report

**March**: 5 preventable accidents and 1 non-preventable accidents.

**April**: 1 preventable accident and 3 non-preventable accidents.

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## Reminders:



**Bike to Work Day, Friday, May 21st**: DCTA will be providing free rides to those who are traveling with their bikes on May 21. This is a **free** ride promotion that's valid on **Connect services, DDTC Evening On-Demand Zone and Lewisville Lakeway Zone.**

**TMS – Shuttle Service assisting Denton County**  
**Friday, May 14, 2021 will be the last service day for the TMS Shuttle.**

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### **New CBA – Pending final Signatures**

I'm sure everyone is wondering what's the delay with the raises. The good news is I hear the new CBA may be finalized as early as next week. To execute the agreement, NTMC is required to receive the official CBA with finalized signatures from each party. Once received we can proceed with processing all the requirements as agreed which includes the pay increases and any retro pay.

Please be patient with the process.



# Updates:

- Masks are mandated federally on all DCTA vehicles.
  - We will be revising air-travel (out-of-state or country) requests for all employees. If you choose to travel by air you will be required to use self-quarantine precaution upon your return, incase becoming in contact with COVID-19, for five (5) calendar days.  
Please coordinate with management when planning travel.
  - All vehicles and facilities are thoroughly cleaned, sanitized, and disinfected.  
Special thanks to our Service Attendants and Janitorial Crew
  - Hand sanitizers have been installed on all revenue units.
  - Signages have been posted on all vehicles; to reinforce the use of masks by our passengers and encouraging social distancing.  
Operators will be able to point to the sign so customers can be aware.
  - All curtains in vehicles are being replaced as required.
- We encourage everyone to continue to use good health practices to prevent the spread of this unwanted virus.





# NTMC BUDGET PREPARATION FY-'22

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RJ GARZA - GM

# DCTA Bus Operations Departmental Codes

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## • Administrative

- 500 - Bus Service Administration
- 505 - DCTA Bus Operations
- 570 - Customer Service
- 580 - Supervisors and Dispatchers
- 590 - Maintenance

## • Fixed Route

- 511 - Denton Fixed Route
- 512 - Highland Village Fixed Route
- 513 - Lewisville Fixed Route
- 540 - NTX

## Demand Response

- 531 - Denton Demand Response
- 532 - Highland Village Demand Response
- 533 - Lewisville Demand Response

## Contract Services

- 200 - UNT
- 210 - NCTC
- 220 - Frisco
- 230 - McKinney
- 240 - Mobility as a Service (MaaS)

# NTMC Departmental Codes

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## • Administrative

- 700 – NTMC Administration
- 770 – NTMC Customer Service
- 780 – NTMC Supervisors and Dispatchers
- 790 – NTMC Maintenance

## • Fixed Route

- 711 – Denton Fixed Route
- 712 – Highland Village Fixed Route
- 713 – Lewisville Fixed Route
- 740 – NTX

## Demand Response

- 731 – Denton Demand Response
- 732 – Highland Village Demand Response
- 733 – Lewisville Demand Response

## Contract Services

- 701 – UNT
- 702 – NCTC
- 703 – Frisco
- 704 – McKinney (Collin County Transit)

# DCTA SERVICE REQUESTS

Regular Agenda Item 3g Exhibit 1

Service Type:	FY '22 Hours	FY '21 Hours	FY '22 Miles	FY '21 Miles
Denton Fixed Route	5,303.5	40,027.5	65,483.4	488,767.1
Lewisville Fixed Route	N/A	26,534.6	N/A	361,973.9
Monsignor King Service	N/A	1,232.0	N/A	3,942.4
Denton Demand Response	7,265.4	7,942.9	86,573.8	103,334.4
Highland Village Demand Response	554.1	998.8	7,270.1	12,787.2
Lewisville Demand Resonse	4,175.6	4,556.1	47,568.5	51,245.4
University of North Texas (UNT)	42,334.8	37,941.8	514,502.2	432,958.3
Frisco Demand Response	2,513.5	2,513.5	37,915.3	37,915.3
Collin County Transit (CCT)	126.1	240.0	2,274.0	4,329.4
<b>Totals:</b>	<b>62,273.0</b>	<b>121,987.3</b>	<b>761,587.2</b>	<b>1,497,253.3</b>





# DCTA FLEET ASSUMPTIONS:

		Peak Vehicles
<b>Fixed Route</b>		
	UNT	16
	Connect	2
	Spares	4
	Total	22
<b>Demand Response</b>		
	*Lewisville	4
	Denton	4
	Spares	3
	Total	11
	*CCT provides fleet.	3
<b>Total Fleet</b>		<b>36</b>



# NTMC Budget Preparation FY-'22

**Thank you - Any questions?**



# MEMO

To: NTMC Board of Directors

From: Robert J. Garza, General Manager, *RJ Garza*

CC: NTMC Officers; Louise Francois, AGM, and John Hendrickson, HTG President

Date: May 17, 2021

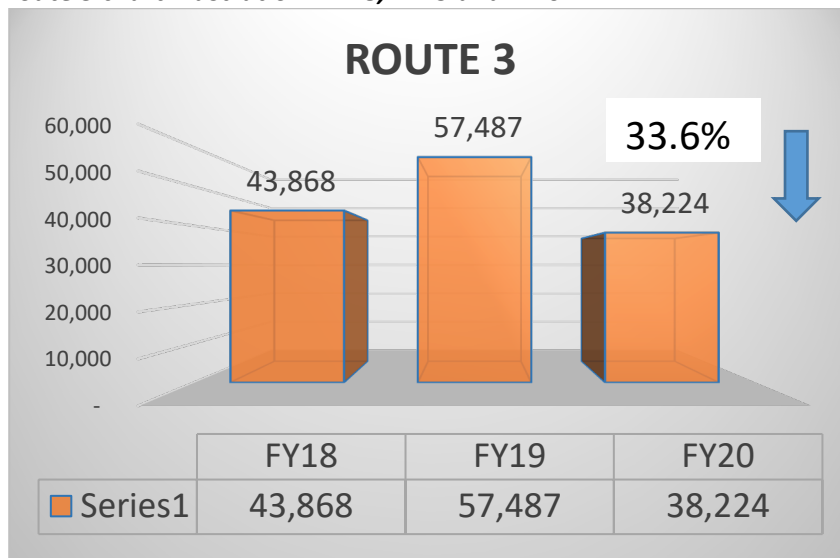
Subject: **GENERAL MANAGER’S REVIEW OF ROUTES 3 AND 7**

**BACKGROUND: (Route 3)**

Recently I boarded Routes 3 and 7 for route observation and ridership review. Route 3 (Denton Route), ranks #4 of the seven (7) routes we run in Denton. As you know, ridership was impacted by the pandemic that began in the second quarter of FY20. Ridership declined by 19,263 from FY19 to FY20. This is a 33.6% decrease in ridership. However, ridership has not shown an increase thus far in FY21: in fact, in the past six (6) months it reached 10,833 (October - April 2021). This also may be due to the many street improvements through the city.

Annual Service Hours: M-F 2996; Sat. 597; totaling 3,593

**Route 3 chart illustration: FY18, FY19 and FY20**



**OBSERVATION: 34 min. route**

**Route 3:** 10:55a – 11:29a, the driver did an excellent job and kept up with the route as scheduled. Major construction @ May Hill throughout route making the conditions more challenging. Prior to me boarding, 28 passengers utilized the system, boarded 3 UNT Students, and boarded one (1) wheelchair passenger. Three (3) boarded during my observation One passenger stated he uses the system regularly to go to work and not having a vehicle; another passenger (lady); often utilizes the system and purchases an all-day pass, and third passenger board near Dollar General on McKinney St.. Both ladies use the system regularly to go shopping and one transfers to route 6 that travels near her home.

Annual Service Hours: M-F 6,189; Sat. 632; totaling 6,821

**RECOMMENDATION:**

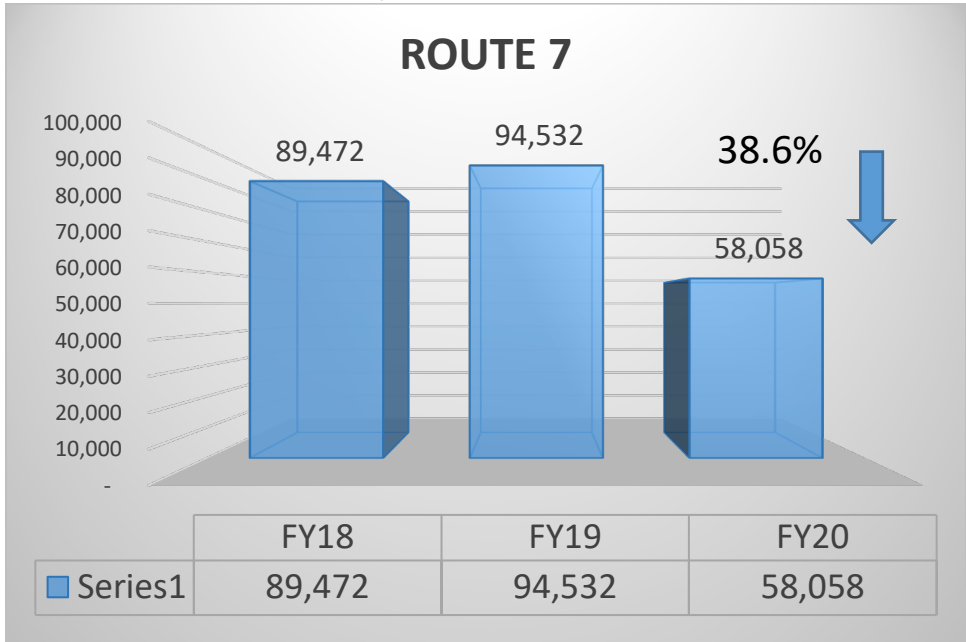
No recommendations currently.



**BACKGROUND: (Route 7) 49 min. route**

Route 7 (Denton Route), ranks #1 of the seven (7) routes. Route 7 is our busiest route and requires full driver attention. Ridership was impacted by the pandemic that began in the second quarter of FY20. Ridership declined by 36,474 from FY19 to FY20. This is a 38.6% decrease in ridership. However, ridership has been steadily increasing these past six months for FY21; in fact, ridership reached 30,122 (October - April 2021). This route also has some construction of streets.

**Route 7 chart illustration: FY18, FY19 and FY20**



**OBSERVATION:**



**Route 7:** 12:30p – 1:16p, the driver did an excellent job; however, started 9 minutes late due to requiring a needed break. The road conditions as well require close safety observation from the driver. As you can see from this picture all passengers are pleased with the service. Driver boarded one (1) wheelchair passenger, several passengers including five (5) UNT Students, totaling 17 while I was on board.

**RECOMMENDATION:**

Staff recommends reviewing ways on how to reduce the frequency, to shorten the route.

If you should have any questions or concerns, please feel free to contact me.



# Route 3



See back for the modified schedule. Visit [RideDCTA.net](http://RideDCTA.net) for more information.



To view the most up-to-date schedule and map, scan the QR code to the left using the camera from your smart phone (make sure your camera is close enough to capture the QR code). Click the website notification that will automatically pop-up when the camera reads the code.

**Route 3 Schedule: Monday-Friday/ Lunes-Viernes**

Outbound to Trinity / Salida hacia Trinity					
DDTC (1st Stop)	Hickory at Bradshaw	McKinney at Fountains of Denton	Cardinal at Oriole	McKinney at Ashli Oaks	
1	2	3	4	5	
ID: 770540	ID: 770120	ID: 770123	ID: 770142	ID: 770135	
7:05	7:07	7:10	7:13	7:21	
7:51	7:53	7:56	7:59	8:07	
8:37	8:39	8:42	8:45	8:53	
9:23	9:25	9:28	9:31	9:39	
10:09	10:11	10:14	10:17	10:25	
10:55	10:57	11:00	11:03	11:11	
11:41	11:43	11:46	11:49	11:57	
12:27	12:29	12:32	12:35	12:43	
1:13	1:15	1:18	1:21	1:29	
1:59	2:01	2:04	2:07	2:15	
2:45	2:47	2:50	2:53	3:01	
3:31	3:33	3:36	3:39	3:47	
4:17	4:19	4:22	4:25	4:33	
5:03	5:05	5:08	5:11	5:19	
5:49	5:51	5:54	5:57	6:05	

Inbound to DDTC / Hacia DDTC					
Trinity at McKinney	McKinney at Ashli Oaks	McKinney at Dutchess	Cardinal at Oriole	McKinney at Springtree	McKinney at Audra
6	5	7	4	8	9
ID: 770132	ID: 770135	ID: 770692	ID: 770142	ID: 770123	ID: 770146
7:25	7:27	7:30	7:33	7:37	7:39
8:11	8:13	8:16	8:19	8:23	8:25
8:57	8:59	9:02	9:05	9:09	9:11
9:43	9:45	9:48	9:51	9:55	9:57
10:29	10:31	10:34	10:37	10:41	10:43
11:15	11:17	11:20	11:23	11:27	11:29
12:01	12:03	12:06	12:09	12:13	12:15
12:47	12:49	12:52	12:55	12:59	1:01
1:33	1:35	1:38	1:41	1:45	1:47
2:19	2:21	2:24	2:27	2:31	2:33
3:05	3:07	3:10	3:13	3:17	3:19
3:51	3:53	3:56	3:59	4:03	4:05
4:37	4:39	4:42	4:45	4:49	4:51
5:23	5:25	5:28	5:31	5:35	5:37
6:09	6:11	6:14	6:17	6:21	6:23

**Route 3 Schedule: Saturday / Sábado**

Outbound to Trinity / Salida hacia Trinity					
DDTC (1st Stop)	Hickory at Bradshaw	McKinney at Fountains of Denton	Cardinal at Oriole	McKinney at Ashli Oaks	
1	2	3	4	5	
ID: 770540	ID: 770120	ID: 770123	ID: 770142	ID: 770135	
8:05	8:07	8:10	8:12	8:18	
8:50	8:52	8:55	8:57	9:03	
9:35	9:37	9:40	9:42	9:48	
10:20	10:22	10:25	10:27	10:33	
11:05	11:07	11:10	11:12	11:18	
11:50	11:52	11:55	11:57	12:03	
12:35	12:37	12:40	12:42	12:48	
1:20	1:22	1:25	1:27	1:33	
2:05	2:07	2:10	2:12	2:18	
2:50	2:52	2:55	2:57	3:03	
3:35	3:37	3:40	3:42	3:48	
4:20	4:22	4:25	4:27	4:33	
5:05	5:07	5:10	5:12	5:18	
5:50	5:52	5:55	5:57	6:03	

Inbound to DDTC / Hacia DDTC					
Trinity at McKinney	McKinney at Ashli Oaks	McKinney at Dutchess	Cardinal at Oriole	McKinney at Springtree	McKinney at Audra
6	5	7	4	8	9
ID: 770132	ID: 770135	ID: 770692	ID: 770142	ID: 770123	ID: 770146
8:21	8:23	8:26	8:29	8:32	8:34
9:06	9:08	9:11	9:14	9:17	9:19
9:51	9:53	9:56	9:59	10:02	10:04
10:36	10:38	10:41	10:44	10:47	10:49
11:21	11:23	11:26	11:29	11:32	11:34
12:06	12:08	12:11	12:14	12:17	12:19
12:51	12:53	12:56	12:59	1:02	1:04
1:36	1:38	1:41	1:44	1:47	1:49
2:21	2:23	2:26	2:29	2:32	2:34
3:06	3:08	3:11	3:14	3:17	3:19
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5:21	5:23	5:26	5:29	5:32	5:34
6:06	6:08	6:11	6:14	6:17	6:19



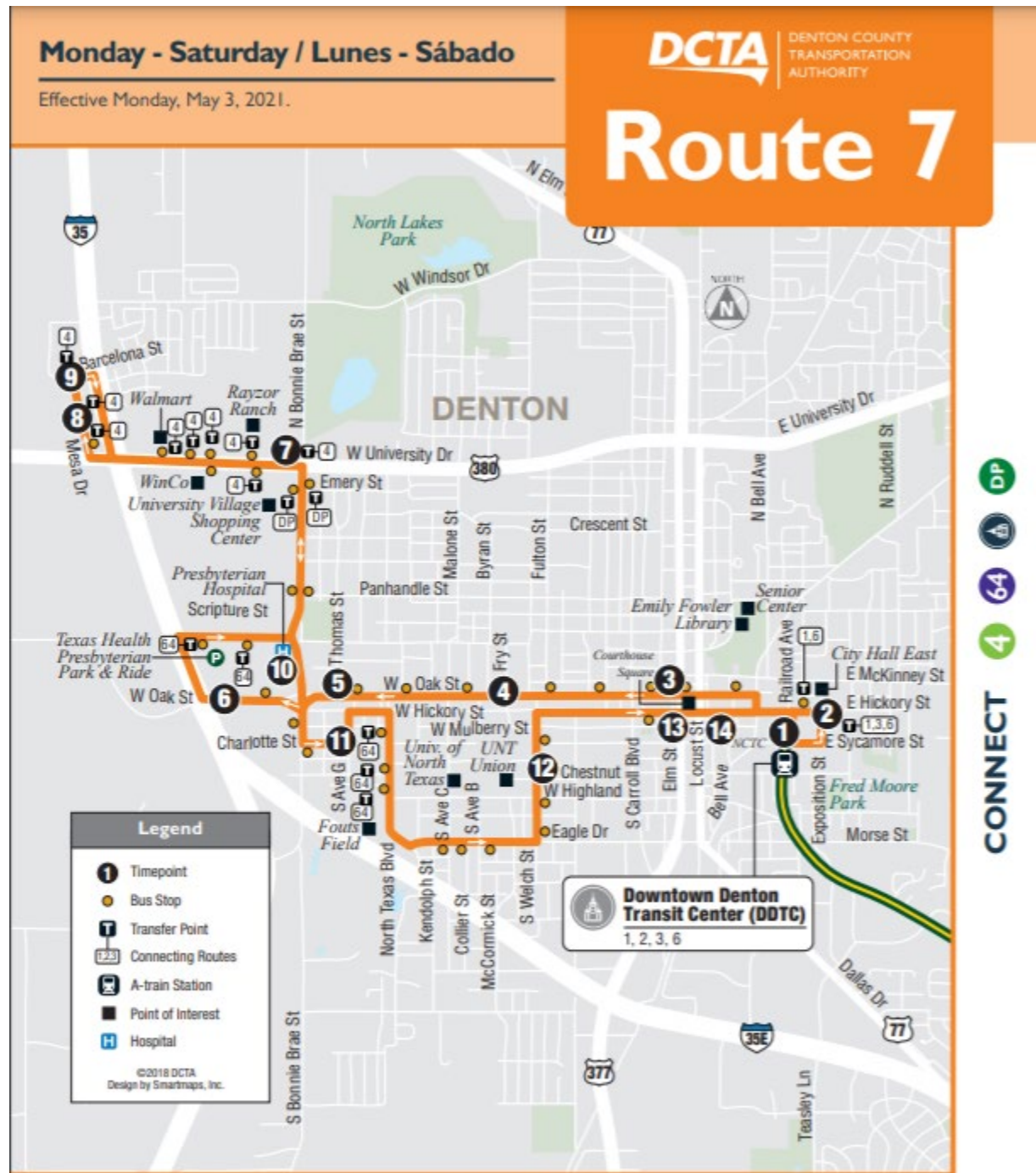
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# Route 7



See back for the modified schedule. Visit [RideDCTA.net](http://RideDCTA.net) for more information.



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**Route 7 Schedule: Monday-Friday / Lunes-Viernes**

Outbound to Mesa / Salida hacia Mesa								Inbound to DDTC / Hacia DDTC						
DDTC (6th Stop)	Exposition at Hickory	Oak at Elm	Oak at Fry	Oak at Thomas	Oak at I-35	University at Bonnie Brae St	Mesa Dr at Los Colinas	Mesa Dr at Health Services of N Texas	University at Bonnie Brae St	Bonnie Brae at Scripture	Charlotte at Ave G	Welch at Chestnut	Hickory at Elm	NCTC Campus
1	2	3	4	5	6	7	8	9	7	10	11	12	13	14
ID: 770540	ID: 770501	ID: 770002	ID: 770006	ID: 770010	ID: 770012	ID: 770391	ID: 770507	ID: 770506	ID: 770391	ID: 4115	ID: 770019	ID: 770165	ID: 770028	-
6:00	6:01	6:05	6:07	6:10	6:11	6:17	6:21	6:27	6:30	6:33	6:36	6:44	6:47	6:49
6:30	6:31	6:35	6:37	6:40	6:41	6:47	6:51	6:57	7:00	7:03	7:06	7:14	7:17	7:19
7:00	7:01	7:05	7:07	7:10	7:11	7:17	7:21	7:27	7:30	7:33	7:36	7:44	7:47	7:49
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10:00	10:01	10:05	10:07	10:10	10:11	10:17	10:21	10:27	10:30	10:33	10:36	10:44	10:47	10:49
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12:30	12:31	12:35	12:37	12:40	12:41	12:47	12:51	12:54	12:57	1:00	1:03	1:11	1:14	1:16
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3:48	3:49	3:53	3:55	3:58	3:59	4:05	4:09	4:16	4:19	4:22	4:24	4:32	4:35	4:37
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5:18	5:19	5:23	5:25	5:28	5:29	5:35	5:39	5:46	5:49	5:52	5:54	6:02	6:05	6:07
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1	2	3	4	5	6	7	8	9	7	10	11	12	13	14
ID: 770540	ID: 770501	ID: 770002	ID: 770006	ID: 770010	ID: 770012	ID: 770391	ID: 770507	ID: 770506	ID: 770391	ID: 4115	ID: 770019	ID: 770165	ID: 770028	-
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MAY 2021

# EMPLOYEE SPOTLIGHT

## Jason Hausenfluck

JASON, HAS BEEN EMPLOYED WITH THE COMPANY SINCE JULY 2004.  
HE IS THIS MONTHS EMPLOYEE SPOTLIGHT FOR HIS  
OUTSTANDING DEDICATION AND PERFORMANCE RECORD!



WE ARE TRULY IMPRESSED WITH HIS WORK ETHIC AND WILLINGNESS TO DO WHAT IT TAKES TO GET  
THE JOB DONE.

JASON HAS A VERY POSITIVE ATTITUDE AND SHOWS THE BEST HELPFUL DEMEANOR TO ALL



## Board of Directors Memo

May 26, 2021

**SUBJECT:** Discuss DCTA Updates

### Progress Report

#### *Proposed GoZone Service*

- Proposed service approved by the DCTA Board of Directors at the April 2021 board meeting
- Public involvement process successfully launched on April 19 and will continue through June 25
  - NTMC employee town halls have been scheduled through NTMC Management on May 25 and 26
- Activities are on schedule to present and request approval of the final service plan and cost at the July 2021 board meeting, resulting in a Phase I launch on September 7, 2021

#### *Trinity Metro Partnership*

- Staff and Accenture, LLC are working with Trinity Metro to explore a partnership through an interlocal agreement (ILA)
- Currently, an ILA is being drafted by both parties for DCTA and Trinity Metro board review
- Staff will report any updates as they are available

### Recommendation

This is an informational item only. NTMC Officers are available to answer any board questions.

### Exhibits

None

Submitted By:   
Nicole Recker, NTMC President