



CITY OF MCKINNEY, TEXAS

Agenda McKinney Urban Transit District Board

Wednesday, January 31, 2018

6:00 PM

Council Chambers
222 N. Tennessee Street
McKinney, Texas 75069

CALL TO ORDER

18-091 [Consider/Discuss/Act on the Minutes of the McKinney Urban Transit District Board Meeting of November 1, 2017](#)

Attachments: [Minutes](#)

18-092 [Consider/Discuss/Act on a Mission Statement for the McKinney Urban Transit District](#)

Attachments: [MUTD Mission Statements](#)

18-093 [Consider/Discuss/Act on the Selection of a Logo for the Collin County Transit Program](#)

Attachments: [Logo Samples](#)

18-094 [Consider/Discuss/Act on a Resolution of Support for the North Central Texas Council of Governments to Lead the Collin County Comprehensive Public Transportation Study](#)

Attachments: [Resolution](#)

18-095 [Consider/Discuss/Act on Lyft Integration and Expansion](#)

Attachments: [Presentation](#)

18-096 [Consider/Discuss/Act Transit Survey Results and Implementation of the Low Income Transit Subsidy Pilot Program](#)

Attachments: [Presentation](#)

REPORTS

18-097 [Update on the Interlocal Cooperative Agreement with DCTA Amendments](#)

Attachments: [DCTA ILA Amendment 1](#)
 [DCTA ILA Amendment 2](#)
 [2018-01-009R DTCA Amendments](#)

18-098 [DCTA Transit Service Update](#)

Attachments: [DCTA Presentation](#)

18-099 [Staff Status Report on Budget](#)

Attachments: [Budget Overview](#)

18-100 [Staff Report on MUTD Buses](#)

Attachments: [McKinney Bus Repair Scope](#)

ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 26th day of January, 2018 at or before 5:00 p.m.

Sandy Hart, TRMC, MMC
City Secretary

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Phone 972-547-2694 or email contact-adacompliance@mckinneytexas.org. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at <http://www.mckinneytexas.org/ada>.

18-091



TITLE: Consider/Discuss/Act on the Minutes of the McKinney Urban Transit District Board Meeting of November 1, 2017

SUPPORTING MATERIALS:

[Minutes](#)

McKINNEY URBAN TRANSIT DISTRICT BOARD

NOVEMBER 1, 2017

The McKinney Urban Transit District Board met in regular session at the John and Judy Gay Library, 6861 Eldorado Parkway, McKinney, Texas on November 1, 2017 at 6:00 p.m.

Board members Present: Chairman Brian Loughmiller, Vice Chairman Chuck Branch, Secretary Tracy Rath, Board members: Derek Borg, George Fuller, La'Shadion Shemwell, Jason Little, Derek Stephens, Charlie Philips, and Scott Elliott. Board members absent: Benjamin Rodriguez.

Staff Present: City Manager Paul Grimes, City Secretary Sandy Hart; City Attorney Mark Houser; Assistant City Manager Barry Shelton; Assistant to the City Manager Trevor Minyard, Assistant City Manager Steve Tilton; Housing and Community Development Manager Janay Tieken; and Transit Administrator Tony Cao.

There were five guests present.

Chairman Loughmiller called the meeting to order at 6:00 p.m. after determining a quorum present.

Board unanimously approved the motion by Board member Elliott, seconded by Vice Chairman Branch, to approve the following consent items:

- 17-1079** Consider/Discuss/Act on Approving the Minutes of the McKinney Urban Transit District Board of August 30, 2017
- 17-1080** Chairman Loughmiller called for Transit Service Update. DCTA Assistant Vice President, Bus Operations and Maintenance Michelle Bloomer updated the Board on the first four months of service. We have a total of 181 participants and the majority of those are under the taxi voucher program. Sixty three of the 181 participants have utilized the service. Of the \$350,000 budget, we have spent about 6.4%, or \$22,517 of the total available. There has been a significant increase in rides from June to September. Most of the ridership is in the City of McKinney. We will begin community outreach through the month of November in the other cities to get riders signed up. DCTA added service in Celina on October

1st and also added Saturday service, which totaled 12 one-way trips in October and all were taxi voucher trips. There is no additional cost on the Saturday service, only on the Sunday service if / when we begin that service. Irving Holdings can only provide ambulatory trips on Sunday because they do not have the drivers or staff available on Sunday. DCTA can provide the non-ambulatory transportation but we do not currently have staff on Sunday. The costs for this service would be passed on to MUTD. The maximum cost estimate for service on Sunday from 8:00 a.m. to 4:00 p.m. is \$1,000 per day, but most likely less than that. Housing and Community Development Manager Janay Tieken stated that the City of McKinney's contribution this year was about \$62,000 and each participating city put in a percentage of their population as their contribution. Staff was directed to look at expanding the program for low-income individuals which will increase the cost of the program. Mr. Jim Kline, DCTA President, addressed the Board regarding the future of the program. There is a need in the Sam Rayburn Tollway and Dallas North Tollway area as far as getting people to work. DCTA is looking at ways to assist McKinney residents with this. We are looking at options for providing rail service in the future utilizing the existing rail corridors along the Dallas North Tollway and US 75. We are also working with Collin County to assist with future commuter needs.

- 17-1081** Chairman Loughmiller called for Update on Collin County Comprehensive Public Transportation Plan. Transit Administrator Tony Cao stated that DART is listing the services of an independent planning firm to develop a transportation plan for Collin County. On September 19th, McKinney City Council approved a Resolution in support of that plan. DART is waiting on other cities in Collin County to decide if they want to participate in the plan. The plan does not push services from DART nor does it exclude other providers from development of the plan. Frisco and McKinney are the two big players signed on in support of the plan. Allen, Fairview,

Plano, and Wylie are participating cities of DART so by contract they are part of the plan. We will provide updates as they become available.

17-1082 Chairman Loughmiller called for Recipient-to-Recipient Rolling Stock Transfer Update. Transit Administrator Tony Cao stated we picked up the two buses from TAPS in Sherman. Staff is currently working to get the titles transferred to the City of McKinney. The buses are housed at DCTA where they are being inspected for condition. We are planning on utilizing FTA capital funds to conduct maintenance on the buses. There are supplemental requirements we must meet to draw down those funds and we anticipate meeting those requirements by December. Mr. Cao thanked those involved for making the transition as smooth as possible.

17-1083 Chairman Loughmiller called for Update on the City of Celina as a Participating Member of McKinney Urban Transit District. Transit Administrator Tony Cao stated that the City of Celina approved participation in the MUTD on September 12, 2017. MUTD received their contribution. DCTA will be conducting an on-site registration at Celina City Hall November 16th in hopes of getting some participants signed on.

17-1084 Chairman Loughmiller called for Update on Low Income Rider Subsidy Options. Transit Administrator Tony Cao stated that the Board directed staff to work with participating MUTD cities to come up with a proposal analysis with different subsidy options for low-income individuals. The subcommittee met in October and provided four proposed steps. First, a survey of Collin County residents is needed to provide key information on how to structure the Low Income Pilot Program. The survey will be conducted by a service that the City currently uses so there will be no extra cost to MUTD. Second, the amount allocated to the pilot program will not exceed \$360,000. The entire amount of the program is subject to availability of funds. Third, the marketing for the pilot program should be consistent and pushed out by the MUTD as a whole. And lastly, 100 participants in the ridership may not be enough to capture true data.

Based on the results of the survey, the pilot program may serve more individuals at varying monthly maximums, subsidies, and/or program length. The survey will assist with the structure and size of the pilot program. Mr. Cao stated that the data staff is looking for is where people are living, where people are going, the number of days trips are needed, the purpose of the trip and the participant's attitude toward public transit. The survey will be open to all MUTD cities as well as Collin County residents under a certain income level. The goal is to have each City be in control of distributing the surveys either through their websites or distributing hard copies. The Board suggested town hall meetings or information on Facebook, as well as water bill mailers, door hangers, and handouts at the community centers to get the information out about the pilot program and the survey. It might be possible to work with the school districts to get information to the correct recipients. A change was suggested on the survey pertaining to the number of people in the household to make sure we are including children. The Board was in consensus with staff moving forward to create the survey and send it out in English and Spanish. An introduction should be included explaining the reason for the survey. Mr. Cao stated staff is currently working with Marketing and Communications to get inserts placed in the water bills introducing the transportation program and to be on the lookout for a survey. We will also push this out through social media. The Board requested that a question be added regarding who in the household would be utilizing this service if it were available.

Chairman Loughmiller called for Citizen Comments.

Ms. Kate Garrison, 3921 Saddlehead Drive, Plano, addressed the Board about concerns for transportation throughout Collin County.

Chairman Loughmiller called for Board or Commissioner Comments.

Board member Shemwell thanked staff for their hard work and diligence on this process. He also thanked all the members for attending the meetings. Transportation is so important to so many people.

Vice Chairman Branch stated he is happy with the process and the way we are going about addressing the transportation issues and the way we are handling the process to make it grow properly.

Board member Elliott thanked Board member Shemwell for his participation on the subcommittee.

The Board unanimously approved the motion by Board member Fuller, seconded by Vice Chairman Branch to adjourn. Chairman Loughmiller adjourned the meeting at 7:01 p.m.

BRIAN LOUGHMILLER
Chairman

ATTEST:

TRACY RATH
Secretary

18-092



TITLE: Consider/Discuss/Act on a Mission Statement for the McKinney Urban Transit District

COUNCIL GOAL: Operational Excellence

MEETING DATE: January 31, 2018

DEPARTMENT: Housing and Community Development

CONTACT: Anthony V. Cao, Transit Administrator

RECOMMENDED MUTD BOARD ACTION:

- Approval of a Mission Statement for the McKinney Urban Transit District Board.

ITEM SUMMARY:

- A Mission Statement for the McKinney Urban Transit District will be used for future strategic planning.

SUPPORTING MATERIALS:

[MUTD Mission Statements](#)

McKinney Urban Transit District

Mission Statement

Mission Statement:

A written declaration that states the purpose or goal of a business or organization. It emphasizes its ongoing commitment to meeting the needs of the community. Properly crafted mission statements (1) serve as filters to separate what is important from what is not, (2) clearly state who will be served and how, and (3) communicate a sense of intended direction to the entire organization.

Possible Mission Statements for the McKinney Urban Transit District:

1. To promote and inspire a flourishing community by providing innovative, safe, and sustainable mobility solutions to residents of the McKinney Urban Transit District that meets the needs of the community.
2. Through strategic planning and leadership, we aim to deliver safe, economic, and efficient mobility solutions intended to improve the quality of life of residents.
3. McKinney Urban Transit District's mission is to consistently provide safe, accessible, reliable, courteous and affordable public transportation to diverse customers in Collin County.

18-093



TITLE: Consider/Discuss/Act on the Selection of a Logo for the Collin County Transit Program

COUNCIL GOAL: Operational Excellence

MEETING DATE: January 31, 2018

DEPARTMENT: Housing and Community Development

CONTACT: Anthony V. Cao, Transit Administrator

RECOMMENDED MUTD BOARD ACTION:

- Selection of a new logo for the Collin County Transit Program.

ITEM SUMMARY:

- This item facilitates the selection of a new logo for the Collin County Transit Program for marketing and promotional purposes.

SUPPORTING MATERIALS:

[Logo Samples](#)





18-094

TITLE: Consider/Discuss/Act on a Resolution of Support for the North Central Texas Council of Governments to Lead the Collin County Comprehensive Public Transportation Study

COUNCIL GOAL: Operational Excellence

MEETING DATE: January 31, 2018

DEPARTMENT: Housing and Community Development

CONTACT: Anthony V. Cao, Transit Administrator

RECOMMENDED MUTD BOARD ACTION:

- Approval of a Resolution of Support for the NCTCOG to lead the Collin County Comprehensive Public Transportation Study.

ITEM SUMMARY:

- A Collin County Comprehensive Public Transportation Study is in the early stages of development.
- In order to cultivate a fully robust and complete transportation analysis of Collin County, the NCTCOG, as the regional Metropolitan Planning Organization, is best suited to lead the development and coordination of the study.

BACKGROUND INFORMATION:

- On September 19, 2017, the City of McKinney City Council approved a Resolution joining other cities in Collin County on the development of a comprehensive public transportation plan for the County.

SUPPORTING MATERIALS:

[Resolution](#)

RESOLUTION NO. 2018-01-____ (MUTD)

A RESOLUTION OF THE MCKINNEY URBAN TRANSIT DISTRICT BOARD IN SUPPORT OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS LEADING THE COLLIN COUNTY COMPREHENSIVE PUBLIC TRANSPORTATION PLAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the rapid population growth in Collin County presents current and future concerns about traffic congestion and overall mobility in North Central Texas; and,

WHEREAS, collaboration amongst local governments is the only way to plan, fund and implement a truly effective transportation system for Collin County and the metroplex; and,

WHEREAS, the City Council of the City of McKinney, Texas previously adopted a Resolution in support of a Comprehensive Public Transportation Plan for Collin County on September 19, 2017 (Resolution No. 2017-09-171); and,

WHEREAS, the MUTD Board recognizes and supports the need to develop a strategic plan for public transportation; and,

WHEREAS, the MUTD Board recognizes that such strategic planning for public transportation involves participation with other cities in the County, the Texas Department of Transportation, local transit agencies, and the private sector; and,

WHEREAS, the North Central Texas Council of Governments, as the region's Metropolitan Planning Organization, is best suited to lead the development and coordination of the study.

NOW, THEREFORE, BE IT RESOLVED BY THE MCKINNEY URBAN TRANSIT DISTRICT BOARD, THAT:

Section 1. The MUTD Board fully supports the North Central Texas Council of Governments in leading the development and coordination of the Collin County Comprehensive Public Transportation Study.

Section 2. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND APPROVED BY THE MCKINNEY URBAN TRANSIT DISTRICT BOARD ON THE 31st DAY OF JANUARY, 2018.

McKINNEY URBAN TRANSIT DISTRICT

BRIAN LOUGHMILLER
Chairman

ATTEST:

TRACY RATH
Secretary



18-095

TITLE: Consider/Discuss/Act on Lyft Integration and Expansion

COUNCIL GOAL: Direction for Strategic & Economic Growth

MEETING DATE: January 31, 2018

DEPARTMENT: Housing and Community Development

CONTACT: Anthony V. Cao, Transit Administrator

RECOMMENDED BOARD ACTION:

- Authorize staff to continue researching Lyft integration possibilities with DCTA and administer the implementation of Lyft as it pertains to Collin County Transit.

ITEM SUMMARY:

- Michelle Bloomer, DCTA, will provide information regarding Lyft integration

BACKGROUND INFORMATION:

- On January 17, 2018, City of McKinney and DCTA staff participated in a strategic planning transit workshop.
- Lyft Integration was a topic of discussion as a way to more effectively serve rural areas of the MUTD.

SUPPORTING MATERIALS:

[Presentation](#)

Lyft Integration/Expansion

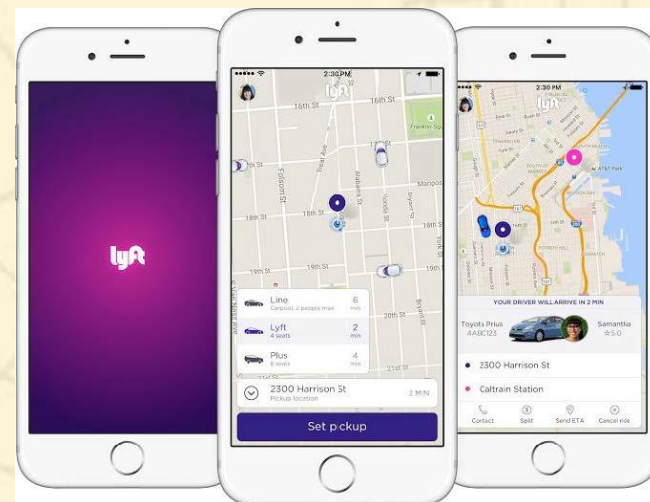
McKinney UTD Meeting
January 31, 2018

Innovative Service Options

Innovative Service: *Enhance Current Service, General Public*



- Taxi Voucher Program
- Transportation Network Company (TNC)
- Micro-transit



- Supplement existing service and/or expand service
- Customize to fit community/program goals
- Provide customers multiple service options
- Create friendly competition among providers
- Serve low density residential communities
- Source drivers locally
 - ✓ Create jobs in participating cities
 - ✓ Drivers familiar with the area/community

Things to Consider

- Compliance/Federal Reimbursement
 - Americans with Disabilities Act (ADA)
 - Drug & Alcohol
 - Title VI
- Safety/Convenience
- Cost Model
- Service Options
 - Supplement existing service
 - Low-income pilot project

Next Steps

- Level of interest in pursuing
- Develop service proposal
 - ✓ Address program concerns
 - ✓ Develop service parameters
 - ✓ Build cost model
 - ✓ Establish timeline for implementation
- Bring back for review at the next McKinney UTD Meeting for consideration



18-096

TITLE: Consider/Discuss/Act Transit Survey Results and Implementation of the Low Income Transit Subsidy Pilot Program

COUNCIL GOAL: Direction for Strategic & Economic Growth

MEETING DATE: January 31, 2018

DEPARTMENT: Housing and Community Development

CONTACT: Anthony V. Cao, Transit Administrator

RECOMMENDED MUTD BOARD ACTION:

- Approve the implementation of the Low Income Transit Subsidy Pilot Program.

ITEM SUMMARY:

- The transit survey went live on November 27, 2017 and closed on January 5, 2018.
- The survey was also available in hard copy format and was disseminated to participating MUTD member cities as well as local McKinney community organizations and non-profits.
- Anthony V. Cao will present survey findings.
- Staff is seeking Board direction on decision points for the pilot program.

BACKGROUND INFORMATION:

- The MUTD Board directed staff to research ways to expand the program to residents that do not qualify as elderly or disabled under current program guidelines. The expansion of the program intends to allow residents to access employment opportunities, medical appointments, school, and more.
- At the August 30, 2017 MUTD meeting, staff presented to the Board low income research and proposed a pilot program for low income individuals and families. The Board requested staff to work with participating MUTD cities and develop a proposal analysis for different subsidy options.
- Staff met with representatives from each of the participating McKinney Urban Transit District (MUTD) entities on October 19, 2017 to discuss different low income subsidy options. It was concluded that data from a survey was needed to

- help structure the pilot program.
- On November 1, 2017, the MUTD Board approved staff to develop and disseminate a survey for the purpose of capturing data that was used to structure the Low-Income Subsidy Transit Program.

SUPPORTING MATERIALS:

[Presentation](#)

Transit Survey Results and Low Income Transit Subsidy Pilot Program

McKinney Urban Transit District
(MUTD) Meeting

January 31, 2018



Background Information

- At the August 30, 2017 McKinney Urban Transit District (MUTD) meeting, the Board directed staff to work with participating MUTD cities and develop a proposal analysis for different subsidy options for low income individuals
- Staff met with representatives from each of the participating McKinney Urban Transit District (MUTD) on October 19, 2017 to discuss different low income subsidy options. It was concluded that data from a survey was needed to help structure the pilot program.
- On November 1, 2017, the MUTD Board approved staff to develop and disseminate a survey for the purpose of capturing data and use it to structure the Low-Income Subsidy Transit Pilot Program.

Survey Results

- The survey was open from November 27, 2017 to January 5, 2018
- 571 completed surveys (online and hardcopies)
- 5 uncompleted/undetermined hardcopy surveys
- Approximately 28 hours of public comment
- Of the 571 residents that completed the survey, 534 live in one of the participating MUTD cities
 - 68% McKinney
 - .2% Celina
 - 1.2% Melissa
 - 18% Princeton
 - 6.8% Undetermined
 - 6% Non-MUTD city
- 142 of which would qualify for the low income pilot program using the federal poverty guidelines as qualifying standard

Survey Results (cont'd)

Of the 142 qualified residents...

- 135 would like to see public transportation in their city
- 65% are willing to pay \$1-25/mo for transportation
- 33% would use it 5-7 times/week
 - 32% would use it 1-2 times/week
 - 21% would use it 3-4 times/week

Survey Results (cont'd)

- 57% said their main mode of transportation is a car
 - 20% said walk/bike
 - 11% uses on-demand transportation

Of the 392 residents that wouldn't qualify for the program ...

- 334 would like to see public transit in their city
- 56% would pay \$1-25/mo
- 89% use a car as main mode of transportation

Survey Results (cont'd)

Reasons for residents not wanting public transportation

- “... it brings nothing of value Not a good use of tax and federal money...”
- “ ... keep buses out of here. Bus stops brings trash and graffiti.”
- “... nobody takes buses anymore, folks use Lyft, Uber, etc.”
- “too costly, low usage”
- Traffic and congestion
- Environmental concerns
- Crime and safety

What does all of this mean?

- Survey is not be all end all...
- Quick snapshot of a small percentage of MUTD residents
- 82% of all survey participants said they would like to see public transportation in their city
- 74% of all survey participants said they would use public transportation at least once a week
- 17% of all survey participants would not use public transportation at all
- A pilot program would be a short-term mobility solution for those who cannot afford other means of transportation

Pilot Program Objectives

- Be a mobility solution for those who cannot other means of transportation
- See where people are going and coming from
- Collect enough data to use in permanent/fixed/circulator route planning (if deemed appropriate by the Board)
- Act as a catalyst connecting residents to employment opportunities

Financial Impact

	Max Monthly Cost	Monthly Cost for Additional 25 Participants	Monthly Cost for Additional 50 participants	Monthly Cost for Additional 100 participants
75% Subsidy	\$300	\$7,500	\$15,000	\$30,000

<u>Expenses</u>						
	June	July	August	September	October	November
Taxi Service	\$6,054.92	\$3,880.77	\$5,820.56	\$6,258.21	\$7,139.41	\$6,698.59
Demand Response	\$348.19		\$31.96	\$59.00		
Fuel	\$48.55		\$3.19	\$5.07		
Total	\$6,451.66	\$3,880.77	\$5,855.71	\$6,322.28	\$7,139.41	\$6,698.59
Grant Balance	\$343,548.34	\$339,667.57	\$333,811.86	\$327,489.58	\$320,350.17	\$313,651.58

<u>Revenue</u>		
	FY17	FY18
TxDOT State Grant	\$401,858.00	\$312,000.00
FTA 5307	\$473,271.00	\$312,000.00
	\$1,335,681.00*	\$1,339,633.00*
Local Match	\$71,413.00	
Total	\$946,542.00	\$624,000.00
*Total available but requires 1:1 cash match		

Low Income Subsidized Transit

Program Structure MUTD Board Decision Points:

1. Number of participants
2. Level of subsidy
3. Length of time

Here are a few possible scenarios for the pilot program:

- **Scenario #1**: 100 participants, \$400/mo (75% subsidy), 12 mos
Resident out-of-pocket: \$100/mo
MUTD Financial Impact: \$360,000
- **Scenario #2**: 200 participants, \$200/mo (75% subsidy), 12 mos
Resident out-of-pocket: \$50/mo
MUTD Financial Impact: \$360,000
- **Scenario #3**: 100 participants, \$400/mo (75% subsidy), 6 mos
Resident out-of-pocket: \$100/mo
MUTD Financial Impact: \$180,000
- **Scenario #4**: 200 participants, \$200/mo (75% subsidy), 6 mos
Resident out-of-pocket: \$50/mo
MUTD Financial Impact: \$180,000

**The pilot program can be structured in any manner. It could start with a conservative number of participants and expand on a monthly basis based on the availability of funds

Questions



18-097

TITLE: Update on the Interlocal Cooperative Agreement with DCTA Amendments

COUNCIL GOAL: Operational Excellence

MEETING DATE: January 31, 2018

DEPARTMENT: Housing and Community Development

CONTACT: Anthony V. Cao, Transit Administrator

ITEM SUMMARY:

- At the February 28, 2017 meeting, the MUTD Board approved an Interlocal Agreement (ILA) between the City of McKinney and the MUTD.
- At its April 24, 2017 meeting, the McKinney City Council authorized the City Manager to negotiate the Interlocal Agreement (ILA) between the City of McKinney and the MUTD.
- Under Section IV of the ILA, it was provided that the City of McKinney may contract with a transportation provider to provide transit services within the MUTD.
- The first amendment to the ILA authorizes Saturday services from 8 a.m. to 6 p.m.
- The second amendment to the ILA includes federal clauses and assurances required for the City of McKinney to access federal grant funds for the provision of transit services to the MUTD service area. This amendment also includes provisions for DCTA to provide refurbishing and ongoing maintenance and drivers for the buses recently acquired by the City of McKinney from Texoma Area Paratransit Services.

BACKGROUND INFORMATION:

- On 08/30/17, the MUTD Board approved Saturday services from 8 a.m. to 6 p.m.
- In order to utilize federal funding, the Interlocal Agreement between the City of McKinney and Denton County Transportation Authority (DCTA) must contain required federal clauses and assurances.

- DCTA has recently added those federal clauses and assurances to the contract with their subcontractor, Irving Holdings, and is able to certify compliance with this provision of the amended Interlocal Agreement with the City of McKinney.
- On 10/26/17, the City of McKinney transferred ownership of two (2) 2014 Year Model GLAVAL TITAN II LF BUSES. The amended ILA provides for the refurbishing and ongoing maintenance and drivers for these buses.
- On 01/16/18, the City Council of the City of McKinney adopted a resolution approving the two amendments to the ILA.

FINANCIAL SUMMARY:

- For FY18, the required federal clauses is a no cost addition and any additional charges from DCTA for the operation of the two buses will be covered by the TXDOT grant.

SUPPORTING MATERIALS:

[DCTA ILA Amendment 1](#)

[DCTA ILA Amendment 2](#)

[2018-01-009R DTCA Amendments](#)



October 27, 2017

Anthony V. Cao, MPA
Transit Administrator
City of McKinney, Housing and Community Development
PO Box 517
McKinney, TX 75070

Re: Interlocal Cooperation Agreement for Transit Services

Mr. Cao:

Enclosed is one fully executed original amendment to the above referenced agreement.

Please call or email me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Forrester", with a long horizontal line extending to the right.

Athena Forrester, CPPO, CPPB
AVP of Procurement

**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN CITY OF MCKINNEY, TEXAS AND
DENTON COUNTY TRANSPORTATION AUTHORITY FOR
LIMITED PUBLIC TRANSPORTATION SERVICES**

This Second Amendment to the Interlocal Cooperation Agreement for limited public transportation services (“Second Amendment”) is entered into by and between the City of McKinney (“City”) and the Denton County Transportation Authority (“DCTA”) (collectively the “Parties” or “parties” or individually referred to as the “Party” or “party”), and this Second Amendment shall be effective on the date it is executed by all Parties hereto (“Effective Date”).

R E C I T A L S

WHEREAS, the Parties entered into that certain Interlocal Cooperation Agreement for limited public transportation services for the McKinney Urban Transit District (“MUTD”) dated May 15, 2017, and thereafter amended the Agreement on September 28, 2017, to provide for the addition of Saturday service (referred to collectively as the “Agreement”); and

WHEREAS, pursuant to the Agreement, DCTA agreed to provide limited public transportation services to eligible passengers as established by the McKinney Urban Transit District Board (“Board”) to the McKinney Urbanized Area (“MUZA”) whose members include the cities of McKinney, Celina, Princeton, Prosper, Melissa, Lowry Crossing, and Collin County; and

WHEREAS, the Parties desire to amend the Agreement to add provisions required by the Federal Transit Administration (“FTA”) to comply with federal contracting guidelines; and

WHEREAS, the Parties also desire to amend the Agreement to clarify DCTA’s scope of services for two (2) 2014 Glaval Titan LF buses (“Buses”) for the purpose of public transportation services for the MUTD.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. All of the above Recitals are found to be true and correct and are incorporated into the body of this Second Amendment by reference as if copied in their entirety herein.

Section 2. Unless specifically amended herein, all provisions of the Agreement shall continue in full force and effect.

Section 3. Paragraph 1.1 of Article I, entitled “Purpose of Trips; Eligibility.” of the Agreement, is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“1.1 The purpose of this Agreement is to provide for the administration and operation of transit services program for eligible passengers as defined by the policies of the Board to destinations located within Collin County municipalities and other destinations as may be defined in the future by the MUTD Board (the "Transit Services"). DCTA shall deliver or cause to be delivered through third-parties, transportation to eligible passengers through the Transit Services as defined in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 4. Paragraph 3.1 of Article III, entitled “Services,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“3.1 DCTA shall provide the Transit Services as set forth in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 5. Paragraph No. 3.2, entitled “Compliance with Americans with Disabilities and Other Laws,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“3.2 Compliance with Americans with Disabilities and Other Laws. DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services. In addition, DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, all other federal, state and local laws, statutes, ordinances, regulations and policies, as they exist now or may be amended in the future, applicable to DCTA and the Transit Services provided under this Agreement specifically including, but not limited to the provisions and compliance documentation identified in Exhibit “C” to this Agreement. DCTA shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of DCTA comply with all applicable laws, statutes, ordinances, regulations and policies.”

Section 6. Paragraph 4.1 of Article IV, entitled “Compensation and Fees,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“4.1 DCTA shall be compensated as set forth in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 7. The Agreement is hereby amended by adding a new Exhibit “C” entitled “Required FTA Clauses and Compliance Documentation” together with Attachment “A” to Exhibit “C,”

Attachment "A.1" to Exhibit "C," Attachment "B" to Exhibit "C," and Attachment "B.1" to Exhibit "C" to the Agreement, which Exhibit "C" and Attachment "A" to Exhibit "C," Attachment "A.1" to Exhibit "C," Attachment "B" to Exhibit "C," and Attachment "B.1" to Exhibit "C" are attached hereto and incorporated herein by reference for all purposes allowed by law.

Section 8. The Agreement is hereby further amended by adding a new Exhibit "D" entitled "Scope of Services for Buses" to the Agreement, which Exhibit "D" is attached hereto and incorporated herein by reference for all purposes allowed by law.

Section 9. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement.

Section 10. The Parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Agreement and acknowledge and agree that the Agreement remains in full force and effect except as specifically amended hereby.

Section 11. To the extent that any provision contained in this Second Amendment conflicts with the Agreement, the provision contained in this Second Amendment shall supersede such conflicting provisions contained in the Agreement.

Section 12. This Second Amendment and the Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This Second Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Section 13. The individuals executing this Second Amendment on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Second Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Second Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Second Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

Section 14. This Second Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Second Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[Signatures begin on following page.]

EXECUTED to be effective on the date of the last Party to sign the Agreement, as indicated below.

CITY OF McKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date Signed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

**DENTON COUNTY TRANSPORTATION
AUTHORITY**

By: _____
JAMES C. CLINE, JR., P.E.
President

Date Signed: _____

APPROVED AS TO FORM:

PETER G. SMITH
General Counsel

Exhibit C
Required FTA Clauses and Compliance Documentation

For the purposes of this Exhibit C, only, the word “Purchaser” shall mean and refer to City of McKinney or City and the word “Contractor” shall mean and refer to Denton County Transportation Authority or DCTA.

1. No Obligation by the Federal Government

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, “Program Fraud Civil Remedies, “49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extend the Federal Government deems appropriate.

- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, define at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, define at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 19.48, Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (define at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit or inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- g. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

4. Federal Changes

- a. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

5. Civil Rights

- a. Nondiscrimination - - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 - The following equal employment opportunity requirements apply to the underlying contract: et seq 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.

Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Incorporation of FTA Terms

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.

7. Energy Conservation

- a. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

9. Termination Clause

- a. If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Purchaser may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Purchaser resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Purchaser in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be charged with damages, under this clause if:

- i. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- ii. The contractor, within [10] days from the beginning of any delay, notifies the Purchaser in writing of the causes of delay. If in the judgment of the Purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the Purchaser shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

10. Debarment and Suspension

- a. Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision through Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that contractors and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract

or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. The Purchaser does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into. The Contractor and its subcontractors shall comply with special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions,” which is included as Attachment A.

11. Buy America

- a. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60% domestic content.

12. Provisions for Resolution of Disputes, Breaches, or other Litigation

- a. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

13. Lobbying

- a. The Contractor of these funds is prohibited from using monies for lobbying purposes; the Contractor shall comply with the special provision “Lobbying,” which provision is included as Attachment “B” to this Exhibit “C” to the Agreement. The Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

14. Clean Air Requirements

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

15. Clean Water Requirements

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. Non-construction Employee Protection (Contact Work Hours and Safety Standards Act)

- a. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10

for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages – The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

17. Transit Employee Protective Arrangements

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

18. Charter Service Operations

- a. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

19. School Bus Operations

- a. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the

transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

20. Drug and Alcohol Testing

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety sensitive function on the recipient's behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

- a. Drug and Alcohol Testing Option 1 - The contractor agrees to participate in the Purchaser's drug and alcohol program established in compliance with 49 CFR 653 and 654.
- b. Drug and Alcohol Testing Option 2 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City of McKinney, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before the 15th day of January, 2018, and to submit the Management Information System (MIS) reports before the 15th day of January, 2019, to Anthony Cao, in his/her capacity as Transit Administrator of the City of McKinney, Texas, at 406 N. Tennessee, McKinney, Texas, 75069. To certify compliance the contractor shall use the "Substance Abuse Certifications: in the "Annual List of Certifications and

Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

- c. Drug and Alcohol Testing Option 3 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City of McKinney to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before the ____ day of _____, 20____, and to submit the Management Information System (MIS) reports before the ____ day of _____, 20____, to _____, in his/her capacity as _____ of the City of McKinney, Texas, at _____, McKinney, Texas, _____. To certify compliance, the contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before the ____ day of _____, 20____, a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt _____ as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before the ____ day of _____, 20____, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: _____ (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

21. Disadvantaged Business Enterprise

- a. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in the 49 C.F.R., Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part which federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R., Part 26, exclusive of Subpart D, apply to this agreement. The Purchaser and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in the 49 C.F.R., Part 26, Subpart A, have the maximum opportunity to participate in the performance on contracts and subcontracts financed in whole in part with federal funds provided under this agreement. In this regard, the Purchaser and its subcontractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26, exclusive of Subpart D, to ensure that

Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The Purchaser and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

22. Recycled Products

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their “Comprehensive Procurement Guideline for Products Containing Recovered Materials”. The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language:

- a. Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

23. Americans with Disabilities Act

- a. The Contractor must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and US DOT/FTA implementing regulations.

Attachment A to Exhibit C Debarment Certification

Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarment and Suspension

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. The City of McKinney has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily, excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or any explanation may disqualify that person from participating in the project.

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

The City of McKinney requires each potential contractor, subgrantee, or subrecipient for a third-party contract to complete the certification in Attachment A.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

Certification Information

This certification is to be used by contractors pursuant to 49 C.F.R. 29 when any of the following occur:

- Any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- Any procurement contract for goods or services when the estimated cost is \$25,000 or more
- Any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee or grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**Attachment A.1 to Exhibit C
Certification**

**Lower Tier Participation Debarment Certification
(Negotiated Contracts)**

_____, the undersigned Certifying Official,
being duly sworn or under penalty of perjury under the laws of the United States. Certifies that
neither _____, (the “Lower Tier Participant”) nor
its principals are presently:

- Debarred, suspended, proposed for debarment
- Declared ineligible
- Or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified Lower Tier Participant is unable to certify to any of the above statements in this certification, the prospective Lower Tier Participant shall indicate below to whom the exceptions applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Name: _____

Title: _____

Date: _____

Attachment B to Exhibit C Lobbying Certification

Restrictions on Lobbying

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, the City of McKinney requires its subcontractors of that grant to file a certification, set for in Attachment B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with the City of McKinney a disclosure form, set forth in Attachment B.1, if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

Attachment B.1 to Exhibit C

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature

Name: _____

Title: _____

Agency: _____

Date: _____

Exhibit D

Scope of Services for Buses

Overall Intent

The intent of this agreement is for DCTA to provide or cause to be provided bus services utilizing Glaval Titan II LF buses for residents deemed eligible by the McKinney Urban Transit District (“MUTD”) through a contract with the City of McKinney acting on behalf of the MUTD. DCTA will provide bus service, maintenance and program compliance. This exhibit establishes a framework for the services to be provided by DCTA. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA President and the City Manager or their designee.

Bus Management

Overall Bus Management. DCTA will be responsible for the overall management and maintenance of the buses and the successful delivery of the services within this Scope of Services.

Budget Management. DCTA will track service costs to ensure the budgeted funds will be sustainable. Service cost reporting and all requested backup shall be made available to the City on a monthly basis. Service cost reporting for each monthly period shall be submitted with the monthly DCTA invoice.

Compliance Reporting. DCTA will support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.

Customer Service. DCTA will provide a phone number and electronic access for the receipt of customer requests.

Support to City of McKinney and McKinney Urban Transit District. DCTA will continue to participate in reasonable meetings of the City of McKinney, MUTD, and regulatory agencies in order to ensure the success of the program.

Trip Dispatch. DCTA will provide dispatch services during normal operating hours.

Fare. If applicable, passengers will pay a fare established by the City for their trip.

Reporting. DCTA will provide reports relating to bus operations.

Compensation

Bus Management. Bus management will be compensated by a rate agreed upon by the City and DCTA on an annual basis.

Invoicing. DCTA will invoice the City of McKinney monthly for the provision of bus maintenance and transportation services as defined above.

INTERLOCAL COOPERATION AGREEMENT AMENDMENT


This amendment is made to that agreement previously executed by and between Denton County Transportation Authority ("DCTA") and the City of McKinney, Texas ("McKinney"). It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

1. To Exhibit A, Section Program Management, Subsection Taxi Services, Subsubsection Taxi Services, effective October 1, 2017, add the following: "... and Saturday between 8 a.m. – 6 p.m."
2. To Exhibit A, Section Program Management, Subsection DCTA Operated Vehicles, Subsubsection Dispatch, effective October 1, 2017, add the following: "... and Saturday between the hours of 8 a.m. – 6 p.m."

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when both Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Denton County Transportation Authority

By: 
James C. Cline, Jr., P.E., President

Date: 26 October 2017

Approved as to form:

By: 
Peter G. Smith, General Counsel
(05-11-17/85878)

City of McKinney, Texas

By:



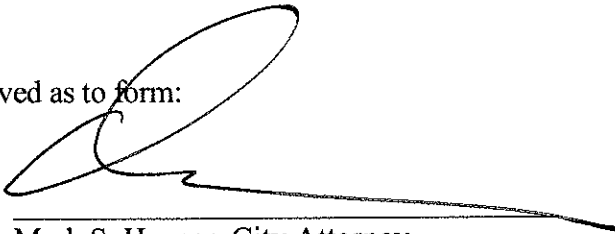
Paul Grimes, City Manager

Date:

10/12/17

Approved as to form:

By:



Mark S. Houser, City Attorney

RESOLUTION NO. 2018-01-009 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY OF MCKINNEY, AS THE DESIGNATED RECIPIENT FOR THE MCKINNEY URBANIZED AREA TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE DENTON COUNTY TRANSPORTATION AUTHORITY FOR THE PROVISION OF TRANSIT SERVICE WITHIN THE MCKINNEY URBAN TRANSIT DISTRICT AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION

WHEREAS, as the Designated Recipient for the McKinney Urbanized Area, the City Council of the City of McKinney, Texas, seeks to enter into an Amended Interlocal Agreement with Denton County Transportation Authority (DCTA) for transit and bus services; and

WHEREAS, the Amended Interlocal Agreement expands services to Saturdays from 8 a.m. to 6 p.m.; and

WHEREAS, the Amended Interlocal Agreement includes contract provisions now required for compliance with federal contracting guidelines; and

WHEREAS, the Amended Interlocal Agreement also outlines the changes in DCTA's scope of services regarding the use of two (2) 2014 Glaval Titan LF buses; and

WHEREAS, the City Council of the City of McKinney, Texas, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or authorized designee, shall be authorized to execute the necessary documents on behalf of the City of McKinney.

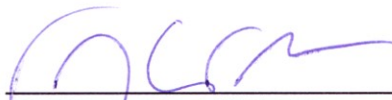
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas hereby authorizes the City Manager, or authorized designee to enter into an Amended Interlocal Agreement with DCTA to expand services to Saturdays from 8 a.m. to 6 p.m., include contract provisions required for compliance with federal contracting guidelines, and outline changes in DCTA's scope of services regarding the use of two (2) 2014 Glaval Titan LF Buses.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 16th DAY OF JANUARY, 2018.

CITY OF MCKINNEY, TEXAS



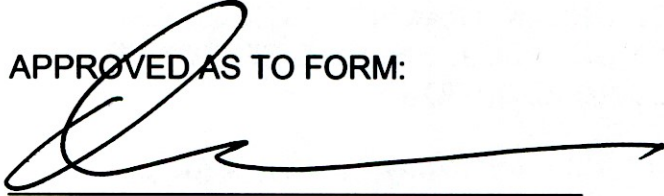
GEORGE C. FULLER
Mayor

ATTEST:



SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:



MARK S. HOUSER
City Attorney

18-098



TITLE: DCTA Transit Service Update

SUPPORTING MATERIALS:

[DCTA Presentation](#)

Collin County Transit: Service Update

McKinney UTD Meeting
January 31, 2018

Program Overview

Participants

Total: 222

Taxi Voucher Program: 220

Demand Response Program: 2

Budget

Annual Budget: \$350,000

Expended to Date: \$41,619.70

Balance: \$308,380.30

Service Overview

June – December 2017	Total	Taxi Voucher Program	Demand Response Program
Participants	222	220	2
Number of Riders	86	84	2
Trips Taken	1,917	1,908	9
Average Cost per Trip		\$16.15	\$54.43
Average Miles Per Trip		9.58	10.89

Monthly Ridership

	Taxi Trips	Demand Response Trips	Total Trips
June	89	6	95
July	150	0	150
August	272	2	274
September	320	1	321
October	399	0	399
November	361	0	361
December	317	0	317
Total	1,908	9	1,917

Trips by City

	Taxi Trips	Demand Response Trips	Total Trips
Celina	0	0	0
Lowry Crossing	0	0	0
McKinney	1892	9	1901
Melissa	5	0	5
Princeton	11	0	11
Total	1908	9	1917

Saturday Service

	Number of Saturday Trips	Unduplicated Saturday Riders	Average Cost of Saturday Trips	Total Cost of Saturday Trips
October	11	4	\$6.00	\$65.95
November	8	1	\$5.65	\$45.20
December	23	7	\$10.53	\$242.15
Total	42	9	\$8.41	\$353.30

Service Enhancements

November 2017

- City of Celina Outreach Event (November 16)

January 2018

- Customer follow-up
- Staff-to-Staff Workshop (January 17)

February 2018

- Customer Satisfaction Survey
- Irving Holdings Software Upgrade (February 22)

March 2018

- Online application
- McKinney Affordable Housing Public Hearing (March 19)

Staff-to-Staff Workshop

Innovative Service: Enhance Current Service, General Public



Local Service: Site-Specific, Employer, Community Circulators



Commuter Bus Service: Work Access Trips



BRT/Rail Service: Long-Range Corridor Planning





18-099

TITLE: Staff Status Report on Budget

SUPPORTING MATERIALS:

[Budget Overview](#)

Collin County Transit Budget Overview

Expenses

	June	July	August	September	October	November
Taxi Service	\$6,054.92	\$3,880.77	\$5,820.56	\$6,258.21	\$7,139.41	\$6,698.59
Demand Response	\$348.19		\$31.96	\$59.00		
Fuel	\$48.55		\$3.19	\$5.07		
Total	\$6,451.66	\$3,880.77	\$5,855.71	\$6,322.28	\$7,139.41	\$6,698.59

Grant Balance \$343,548.34 \$339,667.57 \$333,811.86 \$327,489.58 \$320,350.17 \$313,651.58

**Average Monthly
Expense: \$6058.07**

Revenue

	FY17	FY18
TxDOT State Grant	\$401,858.00	\$312,000.00
FTA 5307	\$473,271.00	\$312,000.00
	\$1,335,681.00*	\$1,339,633.00*
FTA 5339		\$106,678.00
Local Match	\$71,413.00	
Total	\$946,542.00	\$730,678.00

***Total available but requires 1:1 cash match**

Collin County Transit Budget Overview

Expenses

	June	July	August	September	October	November
Taxi Service	\$6,054.92	\$3,880.77	\$5,820.56	\$6,258.21	\$7,139.41	\$6,698.59
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Grant Balance \$343,548.34 \$339,667.57 \$333,811.86 \$327,489.58 \$320,350.17 \$313,651.58

**Average Monthly
Expense: \$6058.07**

Revenue

	FY17	FY18
TxDOT State Grant	\$401,858.00	\$312,000.00
FTA 5307	\$473,271.00	\$312,000.00
	\$1,335,681.00*	\$1,339,633.00*
FTA 5339		\$106,678.00
Local Match	\$71,413.00	
Total	\$946,542.00	\$730,678.00

***Total available but requires 1:1 cash match**

18-100



TITLE: Staff Report on MUTD Buses

SUPPORTING MATERIALS:

[McKinney Bus Repair Scope](#)

	312	313
Trans filter	17.74	17.74
8 ea. Coil pack	369.04	369.04
Spark Plugs 8 ea.	29.68	29.68
spark plug wires	45.18	45.18
Air filter	6.75	6.75
Oil filter	1.06	1.06
Air Dryer filter	18.39	18.39
Engine oil	8.79	8.79
Trans fluid	40.61	40.61
Gear oil	7.15	7.15
Labor hrs PM C 2		
techs 9.5 hrs ea.	768	768
A/C belt	6.95	6.95
Main belt	16.06	16.06
Air Comp.. Belt	17.25	17.25
Labor hrs for		
changing belts 3		
techs 2.5 hrs ea.	274.56	274.56
PM C TOTAL	1627.21	1627.21
Cover logo on 13		
seats	390	390
Labor 2 techs 3hr		
to remove and		
install seats	216.75	216.75
Cover logos parts		
and labor	606.75	606.75
Remove decals		
paint white	4630.97	4175
tire	130	
Total	6994.93	6408.96



Spectrum Truck Painting Inc.
P.O. Box 250
Lewisville, TX 75067
469-337-3253
spectrumtruckpainting@hotmail.com

Estimate

ADDRESS
Ed Ewell
DCTA
Accounts Payable
PO Box 96
Lewisville, TX 75067

ESTIMATE #

1009

DATE

11/14/2017

UNIT/VIN

312

ACTIVITY

QTY

RATE

AMOUNT

Labor70dcta

4

70.00

280.00

Repair L Skirt Panel

Labor70dcta

0.50

70.00

35.00

Replace Battery Box Door

Labor70dcta

3

70.00

210.00

Repair R Lower Panel

Parts

1

70.97

70.97T

Battery Box Door

Labor70dcta

40

70.00

2,800.00

Remove Decals, Refinish & paint Complete

Paint Materials and Supplies

1

1,200.00

1,200.00T

Paint Materials & Supplies

Shop Supplies

1

30.00

30.00T

Shop Supplies, Repair Materials,etc

EPA/HAZMAT

1

5.00

5.00T

Waste removal Charges

SUBTOTAL

4,630.97

TAX (0%)

0.00

TOTAL

\$4,630.97

Accepted By

Accepted Date



Spectrum Truck Painting Inc.
P.O. Box 250
Lewisville, TX 75067
469-337-3253
spectrumtruckpainting@hotmail.com

Estimate

ADDRESS
Ed Ewell
DCTA
Accounts Payable
PO Box 96
Lewisville, TX 75067

ESTIMATE # DATE
1010 11/14/2017

UNIT/VIN
313

ACTIVITY	QTY	RATE	AMOUNT
Labor70dcta Repair Battery Box Door	1	70.00	70.00
Labor70dcta Repair Panel Under H/C Entry	1	70.00	70.00
Labor70dcta Remove Decals, Refinish & Paint	40	70.00	2,800.00
Paint Materials and Supplies Paint Materials & Supplies	1	1,200.00	1,200.00T
Shop Supplies Shop Supplies, Repair Materials,etc	1	30.00	30.00T
EPA/HAZMAT Waste removal Charges	1	5.00	5.00T
SUBTOTAL			4,175.00
TAX (0%)			0.00
TOTAL			\$4,175.00

Accepted By

Accepted Date