Quorum = 10

Agenda

Dallas Area Rapid Transit
Board of Directors Meeting
Tuesday, May 26, 2026, 6:00 P.M. – Board Room
1401 Pacific Ave., Dallas, Texas 75202

The Dallas Area Rapid Transit Board of Directors Meeting, with the Board Chair presiding, will be held at the DART Headquarters, Board Room, 1st Floor, and by videoconference. The public may attend in person or view the meeting at: DART.org/about/public-access-information/board-meetings-information

General Items:

1. Pledge of Allegiance
2. Approval of Minutes: April 28, 2026
3. This item will be discussed at the Committee-of-the-Whole meeting only.
4. Public Comments – Agenda Item Specific

Consent Items:

Development and Innovation:

5. Approval of Contract for Furniture and Equipment Moving Services (Patrick J. Kennedy/Trenise Winters)
6. Approval of Contract Modification to Pay Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet (Patrick J. Kennedy/Trenise Winters)
7. Approval of Appointment of Board of Directors for Regional Rail Right-of-Way Company (Patrick J. Kennedy/Trey Walker)

Administration:

8. Approval of Contract Modification for Telecommunications Cabling Services (Gary Slagel/Jamie Adelman)
9. Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for GoPass® Application Enhancements (Gary Slagel/Jamie Adelman)

Individual Items:

Development and Innovation:

10. +Approval of May 2026 Service Changes Resulting from Withdrawal Election by the Town of Highland Park (Patrick J. Kennedy/Trey Walker)
11. This item will be discussed at the Committee-of-the-Whole only.

Administration:

12. Approval of Board Member Request for International Travel (Randall B. Bryant/Gene Gamez)
13. Approval of the Restructure of DART Board of Directors (Gary Slagel/Gene Gamez)
14. This item will be discussed at the Committee-of-the-Whole meeting only.
15. This item will be discussed at the Committee-of-the-Whole meeting only.

Quorum = 10

Agenda

Other Items:

16. Public Comments – General
17. Adjournment

+ indicates a Same-Date Item that has not previously been presented to the Board.

The Dallas Area Rapid Transit Board of Directors may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, under Section 551.072, Deliberation Regarding Real Property for real estate issues, or under Section 551.074 for Personnel matters, or under Section 551.076 or 551.089 for Deliberation Regarding deployment or implementation of Security Personnel or devices arising or regarding any item listed on this Agenda. This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.

MINUTES
DALLAS AREA RAPID TRANSIT
BOARD OF DIRECTORS
April 28, 2026

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Tuesday, April 28, 2026, at 6:00 p.m.,** at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Chair Bryant presiding.

These minutes provide a brief overview and are not a transcript. For complete details, please visit the following link: DART.org/about/public-access-information/board-meetings-information.

City of Dallas

Randall B. Bryant– **Board Chair**

Carmen Garcia –**Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

Marc C. Abraham - **Board Vice Chair**

City of Irving

Rick H. Stopfer

City of Plano

Anthony Ricciardelli

Cities of Carrollton and Irving

Doug S. Hrbacek

Cities of Cockrell Hill and Dallas

Enrique A. MacGregor

Cities of Farmers Branch and Plano

M. Nathan Barbera

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch – **Assistant Secretary**

Cities of Richardson and University Park; Towns of Addison and Highland Park

Gary A. Slagel

Rick H. Stopfer was absent.

General Item(s)

1. Pledge of Allegiance

The pledge was conducted.

2. Approval of Minutes: March 24, 2026, April 3, 2026, and April 16, 2026

Director Wong Krause made a motion to adopt the March 24, 2026, April 3, 2026, and April 16, 2026, Board of Directors' meeting Minutes as written.

Director MacGregor seconded, and the Minutes were adopted as written.

3. This item will be discussed at the Committee-of-the-Whole meeting only.

4. Public Comments – Agenda Item Specific

There were no public comments.

Consent Item(s):

Administration:

Director MacGregor made a motion to approve Consent items 5-16.

5. Approval of Contract for Customer Information Signage Services

Moved to approve Resolution 260041, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options to Lawton Reprographic Centers, Inc., for Customer Information Signage Services [Contract No. C-2089906-01], for a total authorized amount not to exceed $298,463, including the initial term and execution of options upon determination of satisfactory performance by Lawton and at the discretion of the Acting President & Chief Executive Officer or his designee.

6. Approval of Contract for Customer Schedule Printing

Moved to approve Resolution 260042, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options to AC Printing LLC for customer schedule printing services [Contract No. C-2089794-01], in the amount of $622,330, plus a contingency in the amount of $77,670, for a total authorized amount not to exceed $700,000, including the initial term and execution of options upon determination of satisfactory performance by AC Printing and at the discretion of the Acting President & Chief Executive Officer or his designee.

7. Approval of Contract for Large Format Digital Printing Services

Moved to approve Resolution 260043, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options to Lawton Reprographic Centers, Inc., for Large Format Digital Printing Services [Contract No. C-2089375-01], for a total authorized amount not to exceed $699,462, including the initial term and execution of options upon determination of satisfactory performance by Lawton and at the discretion of the Acting President & Chief Executive Officer or his designee.

8. Approval of Contract for Large Format Offset Printing Services

Moved to approve Resolution 260044, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options for Large Format Offset Printing Services in the total amount

of $950,000, including the initial term and execution of options upon determination of satisfactory performance by each vendor and at the discretion of the Acting President & Chief Executive Officer or his designee, to:

Section 1: AC Printing LLC [Contract No. C-2089389-01], for a total authorized amount not to exceed $456,566.

Section 2: Best Press, Inc. [Contract No. C-2089389-02], for a total authorized amount not to exceed $493,434.

9. Approval of Contract for Small Offset Digital Printing Services

Moved to approve Resolution 260045, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options for Small Offset Digital Printing Services in the total amount of $1,075,000, including the initial term and execution of options upon determination of satisfactory performance by each vendor and at the discretion of the Acting President & Chief Executive Officer or his designee, to:

Section 1: AC Printing LLC [Contract No. C-2089907-01], for a total authorized amount not to exceed $462,474.

Section 2: Best Press, Inc. [Contract No. C-2089907-02], for a total authorized amount not to exceed $612,526.

10. Approval of Contract for SmartDrive Operator Safety Subscription

Moved to approve Resolution 260046, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a five-year contract to SmartDrive Systems, Inc. [Contract No. C-2094951-01], for the SmartDrive Operator Safety Subscription, for a total authorized amount not to exceed $1,650,800

11. Approval of a Third Interlocal Agreement between Dallas Area Rapid Transit and Citibus (Lubbock) for GoPass® Application Licensing

Moved to approve Resolution 260047, stating that the Acting President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Citibus for licensing of the GoPass® mobile app for a base term of one year.

Administration:

12. Approval of Amendments to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy

Moved to approve Resolution 260048, stating that:

Section 1: The modifications to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy, including a name change to Business Enterprise Programs Policy, subject to legal review and as specified in Exhibit 1 to the resolution, is hereby approved.

Section 2: DART's Minority and Woman-Owned Business Enterprise Program is paused.

Section 3: The Acting President & Chief Executive Officer or his designee is authorized to implement all aspects of the modified Disadvantaged

Business Enterprise Program and continued Small Business Enterprise Program.

13. **Approval of Contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet**

Moved to approve Resolution 260049, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a two-year contract to Cummins Southern Plains, LLC [Contract No. C-2093277-01], for the purchase of Organic Acid Technology Antifreeze/Coolant for DART's bus fleet, for a total authorized amount not to exceed $282,040.

14. **Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for the Double Track Project in Tarrant County**

Moved to approve Resolution 260050, stating that the Acting President & Chief Executive Officer or his designee is authorized to execute a contract modification to provide additional funding for the Trinity Railway Express Operations and Maintenance Contract with Herzog Transit Services, Inc., [Contract No. C-2005858-01] for a reimbursable expenditure project providing track and signal work related to the construction of a second mainline track between West Richland Hills and East Hurst on the TRE System, in the amount of $10,807,832, for a new total authorized amount not to exceed $738,668,358.

15. **Approval to Purchase Property Located at 3727 Dilido Road, Dallas, Texas 75228, to Relocate Non-Revenue Vehicle Operations**

Moved to approve Resolution 260051, stating that the Acting President & Chief Executive Officer or his designee is hereby authorized to execute all necessary instruments and pay all necessary costs for the purchase of the property located at 3727 Dilido Road, Dallas, Texas 75228, subject to legal review and Federal Transit Administration (FTA) approval.

16. **Approval to Exercise Second Option Year for Transit Security Officer Services**

Moved to approve Resolution 260052, stating that the Acting President & Chief Executive Officer or his designee is authorized to execute a contract modification for transit security officer services with Inter-con Security Systems, Inc. [Contract No. C-2074362-01], to:

Section 1: Exercise the second one-year option.

Section 2: Increase the not-to-exceed amount by $8,523,818, for a new total authorized amount not to exceed $32,100,496.

Director West seconded, and the item was adopted with Director Hrbacek opposing.

Administration:

17. **Approval of Financial Standards for FY 2027 Budget and 20-Year Financial Plan**

Director Slagel moved to approve Resolution 260053, stating that the Acting President & Chief Executive Officer or his designee is authorized to execute a contract modification for transit security officer services with Inter-con Security Systems, Inc. [Contract No. C-2074362-01], to:

Section 1: Exercise the second one-year option.

Section 2: **Increase the not-to-exceed amount by $8,523,818, for a new total authorized amount not to exceed $32,100,496.**

Director West seconded, and the item was adopted with Director Hrbacek opposing.

18. **This item will be discussed at the Committee-of-the-Whole meeting only.**

Development and Innovation:

19. **Approval of Contract for DART Police Motorcycle Replacements**

Director MacGregor moved to approve Resolution 250054, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a seven-month contract for the purchase of six Harley-Davidson police motorcycles with an option to purchase six additional motorcycles to Longhorn Harley-Davidson [Contract No. C-2093347-01], for a total authorized amount not to exceed $320,000.

Secretary Garcia seconded, and the item was adopted with Director Hrbacek opposing.

20. **Approval of Second Amendment of Interlocal Agreement with Dallas County Hospital District D/B/A Parkland Health for the DART Cares Program**

Director MacGregor moved to approve Resolution 260055 that the Acting President & Chief Executive Officer or his designee is authorized to execute an extension of up to five months to the Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health ("Parkland"), in substantially the form shown as Exhibit 1 to the resolution and subject to legal review, for a total authorized amount not to exceed $259,990 to provide mental health clinicians for the DART Cares program, which will connect individuals on DART's system who are experiencing homelessness and mental health conditions to mental health clinicians and services.

Secretary Garcia seconded, and the item was adopted with Director Hrbacek opposing.

21. **Approval of Contract for Enterprise Resource Planning Software Subscription for Financial and Procurement Modules**

Assistant Secretary Enoch moved to approve Resolution 260056, that the Acting President & Chief Executive Officer or his designee is authorized to award a five-year contract to DLT Solutions, LLC (Infor), for an Enterprise Resource Planning (ERP) Software Subscription for Financial and Procurement Modules [Contract No. C-2087804-01], for a total authorized amount not to exceed $3,274,909.

Director MacGregor seconded, and the item was adopted with Director Hrbacek opposing.

22. **Approval of Contract for Enterprise Resource Planning Phase 2 Software Implementation and Support Services**

Director MacGregor moved to approve Resolution 260057, stating that the Acting President & Chief Executive Officer or his designee is authorized to award a five-year contract to DLT Solutions, LLC (Infor), for ERP Phase 2 Software Implementation and Support Services [Contract No. C-2095626-01], for a total authorized amount not to exceed $2,798,669.

Director West seconded, and the item was adopted with Director Hrbacek opposing.

23. **This item will be discussed at the Committee-of-the-Whole meeting only.**

Other Items

24. **Public Comment – General**

Speaker Name	City, State, or Employee	Topic
Anna Greenberg	Dallas, TX	Service Issue

25. **Adjournment**

There being no further business, the meeting adjourned at 6:17 p.m.

Briana Campbell

Briana Campbell
Secretary of the Board
/bc

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments:	Voting Requirements:
1. Contract Award Analysis 2. SBE Considerations	Majority

DATE: May 26, 2026

SUBJECT: Approval of Contract for Furniture and Equipment Moving Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a two-year contract for furniture and equipment moving services [Contract No. C-2097404-01] to Davis Moving and Cleaning, for a total authorized amount not to exceed $558,433.

COMMITTEE CONSIDERATIONS

- On May 12, 2026, the Committee-of-the-Whole moved this item by majority vote to the May 26, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Furniture and Equipment Moving Services is included in the Maintenance of Way Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the not to exceed amount of $558,433 is included in both the Maintenance of Way Department's FY 2026 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- DART requires ongoing moving services to support office relocations, workspace reconfigurations, and setup/teardown of furniture and equipment for operations and special events.
- Services include transporting boxes and equipment, installing and reconfiguring cubicles, relocating and removing furniture, as well as related tasks such as packing, stacking, hauling, basic cleaning, trash disposal, and dusting.
- The contractor will provide trained personnel and necessary equipment to safely handle items while minimizing disruption to daily operations.

PROCUREMENT CONSIDERATIONS

- On February 19, 2026, an Invitation for Bids (IFB) notification was sent to firms for furniture and equipment moving services.
- This will be an indefinite delivery/indefinite quantity contract for a term of two years.
- The contract award analysis is provided as Attachment 1

VENDOR DEMOGRAPHICS

- The goal for this contract was established in January 2026 at 10% SBE participation.
- Davis Moving and Cleaning, the prime contractor, is a certified SBE firm; therefore, the goal has been met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Invitation for Bids)
IFB NO. B-2097404

Contract Information

A. Description: Contract for Furniture and Equipment Moving Services

B. Contractor: Davis Moving and Cleaning

C. Contract Number: C-2097404-01

D. Contract Amount: Not to Exceed $520,200, plus a contingency amount of 38,233, for a total authorized amount not to exceed $558,433

E. Contract Type: Indefinite delivery / Indefinite Quantity

F. Term of Contract: Two years from the Notice to Proceed

G. Options Available: N/A

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Issue Date: 02/19/2026

B. Notifications Sent to Registered Suppliers: Yes

C. Date and Time for Bid Receipt: March 19, 2026, Year @ 2:00 PM

D. Bids Received: 8

Firm Name	Base Price	Rank
Davis Moving and Cleaning	$520,200	1
Office Interiors Group	$555,900	2
Indeco Sales	$595,000	3
On-Demand Services	$599,607	4
Element Moving Storage	$659,600	5
The Amstrong Company	$801,550	6
All Points Texas	N/R	N/R
Move Solutions, LTD	N/R	N/R

E. Discussion of Nonresponsive Bids: All Points Texas did not submit the reference list as part of Exhibit L. Move Solutions, LTD did not acknowledge the amendment & did not submit a good-faith effort letter.

F. Bid Evaluation: Davis Moving and Cleaning was determined to be responsive and responsible

G. Price Considerations: Price is fair and reasonable based on full and open competition

H. Determination of Responsibility:
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: After Award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Bid: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

I. Protests received: N/A

J. Determinations Required: None

Determination and Recommendation

Davis Moving and Cleaning is a responsive and responsible offeror that submitted the lowest price in full and open competition for furniture and equipment moving. They have the capacity to perform this contract and is recommended for award.

Approval of Contract for Furniture and Equipment Moving Services

SBE Considerations

The goal for this contract was established in January 2026 at 10% SBE participation. Davis Moving and Cleaning, the prime contractor, is a certified SBE firm; therefore, the SBE goal is met.

NOTE: The goal is based on the not to exceed amount of 520,200. If there are any changes to this amount, the original goal shall still apply.

The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Davis Moving and Cleaning is located in San Antonio, TX and employs 12 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	4	2	0	2	8	**66.67%**
FEMALES	0	1	2	0	1	4	**33.33%**
TOTAL	0	5	4	0	3	12	**100%**
PERCENTAGE	**0.00%**	**41.67%**	**33.33%**	**0.00%**	**25.00%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract for Furniture and Equipment Moving Services

WHEREAS, DART requires ongoing moving services to support office relocations, workspace reconfigurations, and setup/teardown of furniture and equipment for operations and special events; and

WHEREAS, this contract will provide the necessary services, including moving, installing, and reconfiguring furniture and equipment, as well as packing, hauling, and basic cleaning; and

WHEREAS, a competitive sealed bid procurement for a two-year contract was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a two-year contract for furniture and equipment moving services [Contract No. C-2097404-01] to Davis Moving and Cleaning, for a total authorized amount not to exceed $558,433.

Approval of Contract for Furniture and Equipment Moving Services

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments:	Voting Requirements:
1. Procurement Analysis 2. M/WBE Details	Majority

DATE: **May 26, 2026**

SUBJECT: **Approval of Contract Modification to Pay Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification with Brandt Industries, USA, to increase the not-to-exceed amount by $380,766 for tariff charges related to the purchase of two emergency response vehicles for the light rail vehicle (LRV) fleet [Contract No. C-2077555-01], for a new total authorized amount not to exceed $3,780,766.

COMMITTEE CONSIDERATIONS

. On May 12, 2026, the Committee-of-the-Whole moved this item by unanimous vote to the May 26, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract modification for tariff charges for two emergency response vehicles for the LRV fleet is included in the Brandt Truck/Railcar Mover project budget of the approved FY 2026 Capital Budget.
- Sufficient funding for this contract modification in the amount of $380,766 is included in both the Brandt Truck/Railcar Mover project budget and the Light Rail Transit Capital line item of the FY 2026 20-Year Financial Plan.
- This contract modification for tariff charges for the Brandt Truck/Railcar Mover is part of the agency's near-term strategies to improve security and reliability and will be funded with Ridership Improvement Funds.

BUSINESS PURPOSE

- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- On March 26, 2024 (Resolution No. 240029), the Board approved a contract award to Brandt Industries, USA, for the purchase of two emergency response vehicles for the LRV fleet, for a total authorized amount not to exceed $3,400,000.

- The emergency response vehicles are tow trucks for LRVs. This type of rescue vehicle is critical to responding to demobilized LRVs on the mainline and within the rail yards. In addition, an emergency response vehicle provides for safe movement of disabled railcars.
- Tariffs are required by the U.S. federal government, which mandates import duties on vehicles entering the country. The vehicles were manufactured in Canada and tariffs are required for them to be shipped across the border from Canada to the United States.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is for two years from the award date of April 14, 2024.
- The pricing for contract modification is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in April 2023 at 10% M/WBE participation.
- Brandt Industries, USA, the prime contractor, has committed to achieve some participation.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 3

Contract Information

A. Contract Description: Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet

B. Contractor: Brandt Industries USA

C. Contract Number: C-2077555-01

D. Contractual Action: Increase Funding

E. Current Contract Amount: Not to exceed $3,400,000

F. Contract Modification Amount: Not to exceed $380,766

G. New Contract Amount: Not to exceed $3,780,766

H. Contract Type: Definite Quantity / Definite Delivery

I. Current Term of Contract: Two years from April 14, 2024

J. Remaining Options Available: N/A

K. Price Considerations: The tariff charge has been reviewed and determined to be fair and reasonable based on the current tariff market conditions.

L. Negotiation Memorandum: N/A

M. Determinations Required: N/A

N. Funding: Local

O. Determination of Responsibility:
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Brandt Industries USA is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Approval of Contract Modification to Pay Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet

M/WBE Considerations

The goal for this contract was established in April 2023 at 10% M/WBE participation. This contract modification of $380,766 will increase the contract amount to $3,780,766. Of the contract modification amount, Brandt Industries, USA, has committed $12,337 to the following certified firms:

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
On Track Truck Driving School, LLC	Arlington, TX	Black Female	Training for three operators	$6,701
RW Logistics and Transport, LLC	Odessa, TX	Black Male	Freight	$2,818
Pro Metal Industries, Ltd	Regina, SK Canada	Native American Male	Metal Fabrication	$2,818

TOTAL M/WBE PARTICIPATION (for this increase): $12,337

For the entire contracting period, Brandt Industries, USA, the prime contractor, has committed to some participation through utilization of the following certified firms:

M/WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
On Track Truck Driving School, LLC	Arlington, TX	Black Female	Training for three operators	$66,541	1.76%
RW Logistics and Transport, LLC	Odessa, TX	Black Male	Freight	$27,978	0.74%
Pro Metal Industries, Ltd	Regina, SK Canada	Native American Male	Metal Fabrication	$27,978	0.74%

TOTAL M/WBE PARTICIPATION: $122,497 3.24%*

NOTE: The goal is based on the not to exceed amount of $3,780,766. If there are any changes to this amount, the original goal shall still apply.

*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Brandt Industries, USA is located in Hudson, IL and employs 166 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	9	18	20	1	76	124	**74.70%**
FEMALES	4	3	11	0	24	42	**25.30%**
TOTAL	13	21	31	1	100	166	**100%**
PERCENTAGE	**7.83%**	**12.65%**	**18.67%**	**0.60%**	**60.25%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract Modification to Pay Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet

WHEREAS, the DART light rail system must be kept clear of obstructions and in good working order for customers; and

WHEREAS, on March 26, 2024 (Resolution No. 240029), the Board approved a contract award to Brandt Industries, USA, for the purchase of two emergency response vehicles for the light rail vehicle fleet, for a total authorized amount not to exceed $3,400,000; and

WHEREAS, tariffs are required by the U.S. federal government, which mandates import duties on vehicles entering the country; and

WHEREAS, the vehicles were manufactured in Canada and tariffs are required for them to be shipped across the border from Canada to the United States; and

WHEREAS, the proposed price for this contract modification is considered to be fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification with Brandt Industries, USA, to increase the not-to-exceed amount by $380,766 for tariff charges related to the purchase of two emergency response vehicles for the light rail vehicle fleet [Contract No. C-2077555-01], for a new total authorized amount not to exceed $3,780,766.

Approval of Contract Modification to Pay Tariff Charges for Two Emergency Response Vehicles for the Light Rail Vehicle Fleet

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: **May 26, 2026**

SUBJECT: **Approval of Appointment of Board of Directors for Regional Rail Right-of-Way Company**

RECOMMENDATION

Approval of a resolution appointing the following individuals as Directors of the Regional Rail Right-of-Way Company Board of Directors for a two-year term, commencing May 26, 2026, and expiring May 26, 2028, with each director continuing to serve until his/her successor is appointed by the DART Board of Directors.

Chair	Randall B. Bryant
Vice Chair	Gary Slagel
Board Member	David Leininger

COMMITTEE CONSIDERATIONS

- On May 12, 2026, the Committee-of-the-Whole moved this item by majority vote to the May 26, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This action has no financial impact.

BUSINESS PURPOSE

- On October 9, 1990 (Resolution No. 900179), the Board authorized the creation of the Dallas Area Rapid Transit Property Acquisition Corporation (DARTPAC) as a non-stock, non-profit corporation to act as DART's instrumentality and for its benefit to acquire, hold, sell, lease, and finance real and personal property.
- On February 24, 1998 (Resolution No. 980035), the Board authorized DARTPAC to change its name to Regional Rail Right-of-Way Company. The Regional Rail Right-of-Way Company cannot engage in any business or other activities except as authorized and approved by the DART Board of Directors.
- Section 2.1b of the Regional Rail Right-of-Way Company's Articles of Incorporation states that the Company's Board of Directors shall consist of not fewer than three nor more than five directors, each of whom shall be appointed by the DART Board.

- The DART Board desires to appoint three directors to the Regional Rail Right-of-Way Company Board of Directors: Randall B. Bryant (Chair), Gary Slagel (Vice Chair), and David Leininger (Board Member).
- Approval of this Resolution will help achieve Agency Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first in mind.

LEGAL CONSIDERATIONS

Section 452.054 of the Texas Transportation Code authorizes DART to exercise all powers necessary or convenient to carry out the purposes or the provisions of the statute.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Appointment of Board of Directors for Regional Rail Right-of-Way Company

WHEREAS, on October 9, 1990 (Resolution No. 900179), the Board authorized the creation of the Dallas Area Rapid Transit Property Acquisition Corporation (DARTPAC) as a non-stock, nonprofit corporation to act as DART's instrumentality and for its benefit to acquire, hold, sell, lease, and finance real and personal property; and

WHEREAS, on February 24, 1998 (Resolution No. 980035), the Board authorized DARTPAC to change its name to Regional Rail Right-of-Way Company; and

WHEREAS, Section 2.1b of the Regional Rail Right-of-Way Company's Articles of Incorporation states that the Company's Board of Directors shall consist of not fewer than three nor more than five directors, each of whom shall be appointed by the DART Board; and

WHEREAS, the DART Board desires to appoint three directors to the Regional Rail Right-of-Way Company Board of Directors; and

WHEREAS, this action has no financial impact to DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the following individuals are appointed as Directors of the Regional Rail Right-of-Way Company Board of Directors for a two-year term, commencing May 26, 2026, and expiring no later than May 26, 2028, with each director continuing to serve until his/her successor is appointed by the DART Board of Directors.

Chair	Randall B. Bryant
Vice Chair	Gary Slagel
Board Member	David Leininger

Approval of Appointment of Board of Directors for Regional Rail Right-of-Way Company

Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments:	Voting Requirements:
1. Procurement Analysis 2. M/WBE Details	Majority

DATE: May 26, 2026

SUBJECT: Approval of Contract Modification for Telecommunications Cabling Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute a contract modification for Telecommunications Cabling Services with AAA Data Communications, Inc. [Contract No. C-2076353-01], to increase the not-to-exceed amount by $400,000, for a new total authorized amount not to exceed $722,256.

COMMITTEE CONSIDERATIONS

. On May 12, 2026, the Committee-of-the-Whole moved this item by majority vote to the May 26, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract modification for Telecommunications Cabling Services is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract modification in the amount of $400,000 is included in both the Technology Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- On September 26, 2023 (Resolution No. 230116), the Board awarded a contract to AAA Data Communications for an amount not to exceed $322,256 for telecommunications cabling services, which provide network connectivity within and among DART facilities and assets.
- This contract modification will fund the Consolidated Dispatch and Command Center (CDCC), the Enterprise Camera Replacement Project, dedicated cabling for the Police Criminal Justice Information System network, and additional Development construction projects.
- Approval of this contract modification will support Agency Strategic Goal 2: Culture of Contribution – Create a culture that aligns roles and responsibilities with the DART vision, deepens organizational trust, and encourages growth.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is three years from the award date of October 1, 2023, and two one-year options.
- The pricing for this contract modification is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in March 2023 at 12% M/WBE participation.
- AAA Data Communications, Inc., the prime contractor, is a certified MBE firm; therefore, the goal is met.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 01

Contract Information

A. Contract Description: Telecommunication Cabling Services

B. Contractor: AAA Data Communications, Inc.

C. Contract Number: C-2076353-01

D. Contractual Action: Increase Funding

E. Current Contract Amount: Not to exceed $322,256

F. Contract Modification Amount: Not to exceed $400,000

G. New Contract Amount: Not to exceed $722,256

H. Contract Type: Indefinite Delivery/Indefinite Quantity (ID/IQ)

I. Current Term of Contract/Performance Period: Three years from the date of the Notice to Proceed.

J. Remaining Options Available: Two

K. Price Considerations: The initial contract award was based on full and open competition, and all proposals were evaluated inclusive of pricing.

L. Negotiation Memorandum: Available for review in the contract file.

M. Determinations Required: N/A

N. Funding: Local

O. Determination of Responsibility:
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

AAA Data Communications, Inc., is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Approval of Contract Modification for Telecommunications Cabling Services

M/WBE Considerations

The goal for this contract was established in March 2023 at 12% M/WBE participation. AAA Data Communications, Inc., the prime contractor, is a certified MBE firm; therefore, the goal is met.

NOTE: The goal is based on the not to exceed amount of $722,256. If there are any changes to this amount, the original goal shall still apply.

The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

AAA Data Communications, Inc., is located in Dallas, TX and employs 22 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	10	6	0	3	19	**86.36%**
FEMALES	0	2	1	0	0	3	**13.64%**
TOTAL	0	12	7	0	3	22	**100%**
PERCENTAGE	**0.00%**	**54.54%**	**31.82%**	**0.00%**	**13.64%**	**100%**	

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Contract Modification for Telecommunications Cabling Services

WHEREAS, on September 26, 2023 (Resolution No. 230116), the Board awarded a contract to AAA Data Communications for an amount not to exceed $322,256 for telecommunications cabling services, which are required to provide network connectivity within and among DART facilities; and

WHEREAS, this contract modification will fund additional work in the Consolidated Dispatch and Command Center (CDCC), the Enterprise Camera Replacement Project, dedicated cabling for the Police Criminal Justice Information System (CJIS) network, and additional Development construction projects; and

WHEREAS, the proposed price for this contract modification is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute a contract modification for Telecommunications Cabling Services with AAA Data Communications, Inc. [Contract No. C-2076353-01], to increase the not-to-exceed amount by $400,000, for a new total authorized amount not to exceed $722,256.

Approval of Contract Modification for Telecommunications Cabling Services

Prepared by: /s/ Jamie Adelman
Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: **May 26, 2026**

SUBJECT: **Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for GoPass® Application Enhancements**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an interlocal agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments (NCTCOG) for enhancements to the GoPass mobile app to support the 2026 FIFA World Cup.

COMMITTEE CONSIDERATIONS

- On May 12, 2026, the Committee-of-the-Whole moved this item by majority vote to the May 26, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- NCTCOG will reimburse DART up to $150,000 for FIFA-related GoPass enhancements.

BUSINESS PURPOSE

- GoPass is a nationally recognized mobile ticketing and scheduling application in use by 13 transit agencies across the U.S. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to product quality for DART riders.
- With this enhancement, GoPass users will be able to select “FIFA” for a customized app experience, including matches and fan events, FIFA-related points of interest, and the ability to purchase customized passes from all three regional agencies.
- The ILA will begin at execution and terminate on August 31, 2026.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code, authorize DART to contract or agree with another local government to perform functions in which the contracting parties are mutually interested.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for GoPass® Application Enhancements

WHEREAS, DART has a contractual relationship with Kuba Denmark ApS (Kuba), which develops, maintains, and hosts the system and provides support services as defined in the service level agreement; and

WHEREAS, DART is authorized to enter this agreement through the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code; and

WHEREAS, this enhancement will provide a customized user experience for FIFA attendees and fans; and

WHEREAS, approval of this ILA will allow the North Central Texas Council of Governments to reimburse DART up to $150,000 for FIFA-related GoPass enhancements.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with the North Central Texas Council of Governments for enhancements to the GoPass mobile app to support the 2026 FIFA World Cup.

Approval of an Interlocal Agreement between Dallas Area Rapid Transit and the North Central Texas Council of Governments for GoPass® Application Enhancements

Prepared by: /s/ Jamie Adelman
Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
GOPASS APPLICATION ENHANCEMENT

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities with Dallas Area Rapid Transit (UEI # KC7WDMLHYRL3)

project NUMBER: TRN7961

AGREEMENT PERIOD: Date of final execution to August 31, 2026

SUBAWARD AMOUNT: $150,000 (No local match requirement for the funding award)

Funding Source & Award amount (PROJECT DESCRIPTION): Regional Toll Revenue Funds awarded by the Texas Department of Transportation on August 5, 2025, for $250,000

PARTIES:

NCTCOG

North Central Texas Council of Governments
616 Six Flags Drive
Arlington, Texas 76011

Project Manager:
Natalie Bettger
Senior Program Manager
nbettger@nctcog.org
(817) 695-9280

Performing Party

Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202

Project Manager:
Sejal Christian
Director Mobile Fare Systems-GoPass, Finance
schristian@dart.org
(214) 749-2930

FUNDING AGENCY

Texas Department of Transportation
2501 SW Loop 820
Fort Worth, TX 76133

Project Manager:
Shelia Jenkins
Contract Specialist
shelia.jenkins@txdot.gov
(817) 370-6504

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
DALLAS AREA RAPID TRANSIT
FOR
GOPASS APPLICATION ENHANCEMENT

This Interlocal Agreement is entered into and between the North Central Texas Council of Governments ("NCTCOG"), a political subdivision of the State of Texas, and Dallas Area Rapid Transit ("DART"), a regional transportation authority, collectively referred to as "the Parties" or individually as a "Party."

WHEREAS, NCTCOG is a political subdivision organized under Chapter 391 of the Texas Local Government Code; and,

WHEREAS, DART is a regional transportation authority created, organized, and existing pursuant to Chapter 452 of the Texas Transportation Code; and,

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"); and,

WHEREAS, on October 12, 2023, the Regional Transportation Council (RTC), the metropolitan planning organization ("MPO") policy body associated with the North Central Texas Council of Governments (NCTCOG), approved Regional Toll Revenue (RTR) funding to enhance and integrate regional apps for the 2026 Fédération Internationale de Football Association (FIFA) World Cup; and,

WHEREAS, on February 26, 2026, the Executive Board authorized execution of an Agreement with DART for GoPass® Application Enhancements in support of 2026 FIFA World Cup events.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Article 1: Term

1.1 The term of this Agreement shall begin at contract execution and terminate on **August 31, 2026** ("Term"), unless terminated earlier as provided herein.

1.2 Any Party shall have the right to terminate this Agreement, at any time without liability, by providing the other Party with **thirty** (**30)** days written notice in advance of termination. In the event that either Party shall fail to perform any of its respective material obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement if the defaulting Party has not cured any such failure to perform within **ten (10)** days following written notice by the other Party.

1.3 Provisions under this Agreement related to compensation and payment shall survive the termination of this Agreement to the extent necessary to complete administrative steps to allow payment per the terms of this Agreement.

1.4 Closeout of the Agreement does not affect State interest in the state-funded portion of the equipment. DART shall ensure compliance with the property management standards and requirements outlined by the State of Texas in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, pages 30-31, by sending reports to NCTCOG.

1.5 Termination of this Agreement does not invalidate any continuing obligations imposed by this Agreement**.**

Article 2: Scope of Services

2.1 DART shall provide the following activities, hereinafter referred to as the "Project". The Project will include GoPass® Application Enhancement for Special Events, including the 2026 FIFA World Cup. Ownership of the pre-existing GoPass® Application, shall be retained by DART.

Project Milestones

Milestone 1: Preferred provider selection update to create a new Dallas-World Cup agency.
Milestone 2: Event management improvements to manage Dallas-World Cup events.
Milestone 3: User Interface improvements to provide on demand and live journey carousel and ticket access.

Each of the Project Milestones should be completed in advance of the first game of the 2026 FIFA World Cup.

Article 3: Program Funding and Budget.

3.1 Total funding to be provided to DART under this Agreement shall not exceed **one hundred fifty thousand dollars ($150,000)**.

3.2 No local match is required under this Agreement.

3.3 By execution of this agreement, DART certifies its compliance with applicable procurement procedures that ensure a fair, open, and competitive process.

3.4 DART shall be reimbursed for allowable costs allocable to the performance of services under the Agreement and the type of charges that would be allowable under Texas Grant Management Standards: Statewide Procurement Division Version 2.1.

3.5 If due to DART's action or inaction, including its failure to comply with this Agreement, NCTCOG is required to return the funding partner's share amounts reimbursed to and received by DART for the Project, DART agrees to remit funds in that amount to NCTCOG within **thirty (30)** days of NCTCOG'S request.

3.6 DART's eligible Indirect Cost rate under this Agreement is 0%.

3.7 Total Amount of Obligated Funds. Upon request from DART, NCTCOG shall provide total amount of obligated federal or state funds across all programs related to DART.

Article 4: Payments

4.1 NCTCOG shall reimburse DART eligible costs incurred from date of execution, for implementation of the Project, in an amount not to exceed **one hundred fifty thousand dollars ($150,000)**. No advance funds will be provided.

4.2 DART shall provide to the NCTCOG reimbursement requests, in the form of an invoice, detailing eligible expenses incurred. Reports, in a format determined by mutual agreement of the Parties, will accompany invoices submitted to NCTCOG. Invoices must be submitted at least quarterly, and no more frequently than monthly. All invoices for costs incurred during the fiscal year (October 1 - September 30) shall be provided to NCTCOG by the deadline communicated by NCTCOG to support NCTCOG fiscal year-end reporting requirements. Each invoice must identify the period expenses were incurred, and shall include supporting receipts and any other documentation or data requested by NCTCOG.

The individual noted below has the authority, on behalf of DART, to certify and serve as the signatory on Reimbursement Requests related to this project. Any changes to the certifying official notated below shall be submitted within **seven (7)** days to TRGrants@nctcog.org. By signing the Reimbursement Request, Certifying Officials are acknowledging review of Reimbursement Requests to ensure expenses included are consistent with the Agreement, all services and costs are accurate and eligible, and all subrecipients and contractors have been fully paid. Any Reimbursement Requests received by NCTCOG without the signature of the individual noted below may result in the Reimbursement Request being returned unpaid.

Certifying Official:
Name: Lene Abraham
Title: Grants Manager

4.3 NCTCOG may deem an invoice incomplete if DART does not complete project milestones as detailed in Article 2.1 and submit complete and acceptable documentation.

4.4 DART shall remit to the NCTCOG any excess payments made to DART, any costs disallowed by NCTCOG's funding agencies, and any interest required.

4.5 Any compensation due to DART for performance of this Agreement shall be payable only after approval of invoices submitted to NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than **forty-five (45)** days after a complete Request for Reimbursement has been received, provided that project milestones have been completed and complete and accurate supporting documentation has been submitted to NCTCOG. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, except funding approved by the RTC for this Agreement.

Article 5: Miscellaneous

5.1 Force Majeure. DART shall at all times use reasonable commercial efforts to provide or cause the Service to be provided continuously, however, DART does not warrant or guarantee uninterrupted Service and shall not be liable for any special, direct or consequential damages relating to or arising from the interruption in Service DART'S obligations to perform under this Agreement shall be suspended to the extent that that DART is unable to perform as a result of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, equipment breakdown, accidents, track obstructions or service disruptions, acts of nature and governmental action. In such event, DART shall use reasonable efforts to eliminate the cause as quickly as possible.

5.2 Audit, Inspection and Retention of Records. Any Party shall have the right to request an audit of another Party's records related to the Project. DART shall permit the authorized representatives of NCTCOG, NCTCOG'S funding partners, and their designees to inspect and audit all data records of relating to work performed under the Agreement. DART shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6. These records will be maintained and retained by DART for a period of **four (4)** years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. NCTCOG reserves the right to direct DART to retain documents for a longer period of time or transfer certain records to NCTCOG'S custody when it is determined the records possess longer term retention value. All Project records shall be maintained and accessible for a period of **three (3)** years after final disposition of the property. DART must include the substance of this clause in all subawards and subcontracts until the expiration of **four (4)** years after final payment and resolution of audit under this Agreement. DART shall transmit this data to NCTCOG upon request.

5.2.1 State Auditor's Right to Audit. Pursuant to Texas Government Code §2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6. The acceptance of funds by the DART or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the DART or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. DART shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

5.3 Indemnification. NCTCOG and DART agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts

and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents in carrying out the services under this Agreement.

5.4 Notices. Any notice by any Party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by United States mail, certified, return receipt requested, in a postage paid envelope addressed to the Parties as set out below:

NCTCOG:
Michael Morris, P.E.
Director of Transportation
616 Six Flags Drive
Arlington, Texas 76011

With a copy to Project Manager:
Natalie Bettger
Senior Program Manager
616 Six Flags Drive
Arlington, Texas 76011

DART:
Sejal Christian
Director Mobile Fare Systems-GoPass, Finance
1401 Pacific Avenue
Dallas, Texas 75202

5.5. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third-party beneficiaries of this Agreement.

5.6 Construction and Drafting. The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural and the singular. All Parties have participated in the drafting hereof and accordingly no party shall be given credit therefor in the interpretation of this Agreement.

5.7 Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions which shall remain in full force and effect.

5.8 Merger and Amendment. This instrument constitutes the entire Agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all parties hereto and in accordance with the terms hereof.

5.9 No Partnerships or Joint Enterprise. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a partnership or joint venture between any or all Parties.

5.10 Use of Contractors. Nothing in this Agreement shall prevent a Party from using a contractor or agent to perform the duties and responsibilities contemplated by this Agreement.

5.11 Exhibits and Attachments. The exhibits attached to this Agreement are incorporated by reference as if written word-for-word herein. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.

5.12 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and for those of its agents or employees in conjunction with each Party's performance under this Agreement.

5.13 Assignment. No Party may assign its rights and obligations, or either, under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of each Party to this Agreement at the time of further assignment.

5.14 Payment from Current Available Revenues. Any payments made under this Interlocal Cooperation Agreement shall be from current revenues available to the paying Party as required by Chapter 791, Texas Government Code.

5.15 Incorporation of Recitations. The recitations and "whereas" provisions of this Agreement are incorporated herein as part of this Agreement for all purposes.

5.16 Reasonable Cooperation. Each Party agrees to reasonably cooperate to effectuate the purpose and intent of this Agreement.

5.17 Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Agreement, DART and NCTCOG shall negotiate in good faith toward resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Agreement terms by DART may be grounds for termination and should NCTCOG terminate the Agreement due to a breach by DART, any direct increased costs arising from the termination shall be paid by DART.

5.18 Property Management and Procurement Procedures. DART shall comply with procurement standards of the Texas Grant Management Standards: Statewide Procurement Division Version 2.1; Property Standards, Equipment Section, Pages 25-27.

5.18.1 Equipment Use, Management, and Disposition.DART shall use the Project-funded software, software enhancements, or other intangible property (collectively “Project Equipment”) for the purpose it was acquired as long as needed, even if the Project does not continue to receive State funding.

Nothing in this Agreement shall be construed to transfer ownership of any pre-existing software systems, platforms, or intellectual property owned or licensed by DART prior to the effective date of this Agreement. The State’s interest, if any, is

limited solely to the Project Equipment developed, configured, and acquired with funds under this Agreement.

DART shall maintain reasonable records sufficient to identify and distinguish Project Equipment from pre-existing systems and shall provide NCTCOG, upon request, reasonable information concerning the use, condition, and continued availability of the Project Equipment. DART shall also maintain an inventory of the Project Equipment funded by the State to be provided to NCTCOG upon request.

For the purpose of this Agreement, disposition of Project equipment includes permanent removal from service, termination of licenses, abandonment, replacement with non-compatible systems, sale, transfer, assignment, or any action that materially impairs the Project Equipment's availability for intended use. Project Equipment may not disposed of without written approval from NCTCOG. DART must receive written authorization from NCTCOG for any non-use, modification outside the Project, sale, or other disposition of any Project Equipment purchased or developed through this Agreement for any purpose other than implementation of or operation of the Project.

DART acknowledges that any non-use, sale, or other disposition of any equipment when fair market value exceeds **ten thousand dollars ($10,000)** may require DART to return all or a portion of funding received under this Agreement to NCTCOG, in accordance with Texas Grant Management Standards. NCTCOG will coordinate in advance with DART on any site visits needed or inspection of the Project Equipment.

5.19 Debarment/Suspension. DART shall comply with all applicable provisions of the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Debarment and Suspension, Appendix 6, and by Agreement signature certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. DART shall include a statement of compliance with Debarment and Suspension requirements in applicable procurement solicitations and third-party contracts.

5.20 Restrictions on Lobbying. DART shall comply with Lobbying Expenditure Restrictions of the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6. Payments to DART and DART's receipt of appropriated or other funds under the contract or grant are not prohibited by Texas Government §§403.1067 or 556.0055, which restrict lobbying expenditures. DART is prohibited from using state funds for lobbying purposes. DART shall include a statement of compliance with the Lobbying Expenditure Restrictions in applicable procurement solicitations. DART shall certify its compliance through execution of the Agreement.

5.21 Child Support Obligations. DART represents and warrants it will include the following clauses in award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the

individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least **twenty-five (25)** percent of the business entity submitting the bid or application."

5.22 Debt and Delinquencies. DART acknowledges and agrees that, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6, to the extent DART owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts DART is otherwise owed under the contract or grant may be applied toward any debt DART owes the State of Texas until the debt is paid in full. These provisions are effective at any time DART owes any such debt or delinquency.

5.23 Excluded Parties. DART, by Agreement signature, certifies, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6, that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons who commit, threaten to commit, or support terrorism", published by the United States Department of Treasury Office of Foreign Assets Control.

5.24 Executive Head of a State Agency. Under Texas Government Code §§669.003, relating to contracting with an executive head of a state agency and as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6, DART represents that no person who served as an executive of Agency, in the past **four (4)** years, was involved with or has any interest in the contract or grant. If DART employs or has used the services of a former executive of Agency, then DART shall provide the following information to NCTCOG within **thirty (30)** days of employer or retention for services: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with DART, and the date of employment with DART.

5.25 Conflicts of Interest. DART represents and warrants that performance under the Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6. Further, DART represents and warrants that in the administration of the Agreement, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code §176. If circumstances change during the Agreement term, DART shall promptly notify NCTCOG.

5.26 No Waiver of Sovereign Immunity. The Parties agree that no provision of the Agreement is in any way intended to constitute a waiver by DART, NCTCOG or the State of Texas of any immunities from suit or from liability that DART, NCTCOG or the State of Texas may have by operation of law, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6, and any other applicable lab.

5.27 Texas Public Information Act. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Texas Government Code §552 (the "Public Information Act") as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6. In accordance with Texas Government Code §2252.907, DART is required to make any information created or exchanged with the State pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

5.28 Reporting Compliance. DART represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Agreement and maintain appropriate backup documentation to support the reports as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6.

5.29 Reporting Suspected Fraud and Unlawful Conduct. DART represents and warrants that it will comply with Texas Government Code §321.022, as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

5.30 Payment from Current Available Revenues. DART understands that all obligations under the Agreement are subject to the availability of authorized funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to NCTCOG if such funds are not appropriated or become unavailable as required by Chapter 791, Texas Government code and as referenced in the Texas Grant Management Standards: Statewide Procurement Division Version 2.1, Appendix 6.

5.31 Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Tarrant County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

5.32 Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: https://www.nctcog.org/agency-administration/compliance-portal. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director

Date

DALLAS AREA RAPID TRANSIT

David Leininger
Interim President & Chief Executive Officer

Date

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: **May 26, 2026**

SUBJECT: **Approval of May 2026 Service Changes Resulting from Withdrawal Election by the Town of Highland Park**

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to approve May 2026 service changes associated with the withdrawal election outcome regarding the Town of Highland Park, as shown in Exhibit 1 to the Resolution.

FINANCIAL CONSIDERATIONS

- Total budgeted sales tax revenue for FY 2026 is $937.5 million, of which Highland Park's portion is estimated at $9.5 million. The revenue impact of Highland Park's withdrawal is estimated to be $3.6 million in FY 2026 (May 14 to September 30) and the full $9.5 million in FY 2027, assuming flat sales tax growth.

BUSINESS PURPOSE

- Highland Park voters decided on May 2, 2026, to withdraw from DART.
- According to state law, DART must cease services the day after the voting results are canvassed.
- Highland Park City Council canvassed the vote on May 13, 2026.
- DART removed Highland Park from GoLink and paratransit service and discontinued the 15 bus stops on Route 237 within Highland Park, effective May 14, 2026.
- The resulting change is minor according to DART Service Standards.
- A variety of techniques, including signage at discontinued bus stops, targeted outreach to the impacted paratransit riders, DART.org, GoPass, and other internal and external materials have been updated to reflect this modification.

- This action requests the DART Board to formalize the adoption of the service changes associated with Highland Park's withdrawal from DART.

LEGAL CONSIDERATIONS

Section 452.056(b) of the Texas Transportation Code authorizes DART to determine transit routes as it determines advisable.

Section 452.657(a)(1) of the Texas Transportation Code requires that on the effective date of a withdrawal from DART, DART shall cease providing transportation services in the withdrawn unit of election.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of May 2026 Service Changes Resulting from Withdrawal Election by the Town of Highland Park

WHEREAS, DART is subject to all laws pertaining to the operation of public transportation; and

WHEREAS, a vote to consider withdrawing from DART was held on May 2, 2026, in the Towns of Addison and Highland Park and the City of University Park; and

WHEREAS, Highland Park voters chose to withdraw their city from DART; and

WHEREAS, according to state law, such results require the cessation of operations within the withdrawing municipality the day after the results are canvassed by the local policy committee; and

WHEREAS, Highland Park City Council canvassed the election results on May 13, 2026; and

WHEREAS, DART ceased all operations, including bus, microtransit, and paratransit within its city limits on May 14, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to approve May 2026 service changes associated with the withdrawal election outcome regarding the Town of Highland Park, as shown in Exhibit 1 to the Resolution.

Approval of May 2026 Service Changes Resulting from Withdrawal Election by the Town of Highland Park

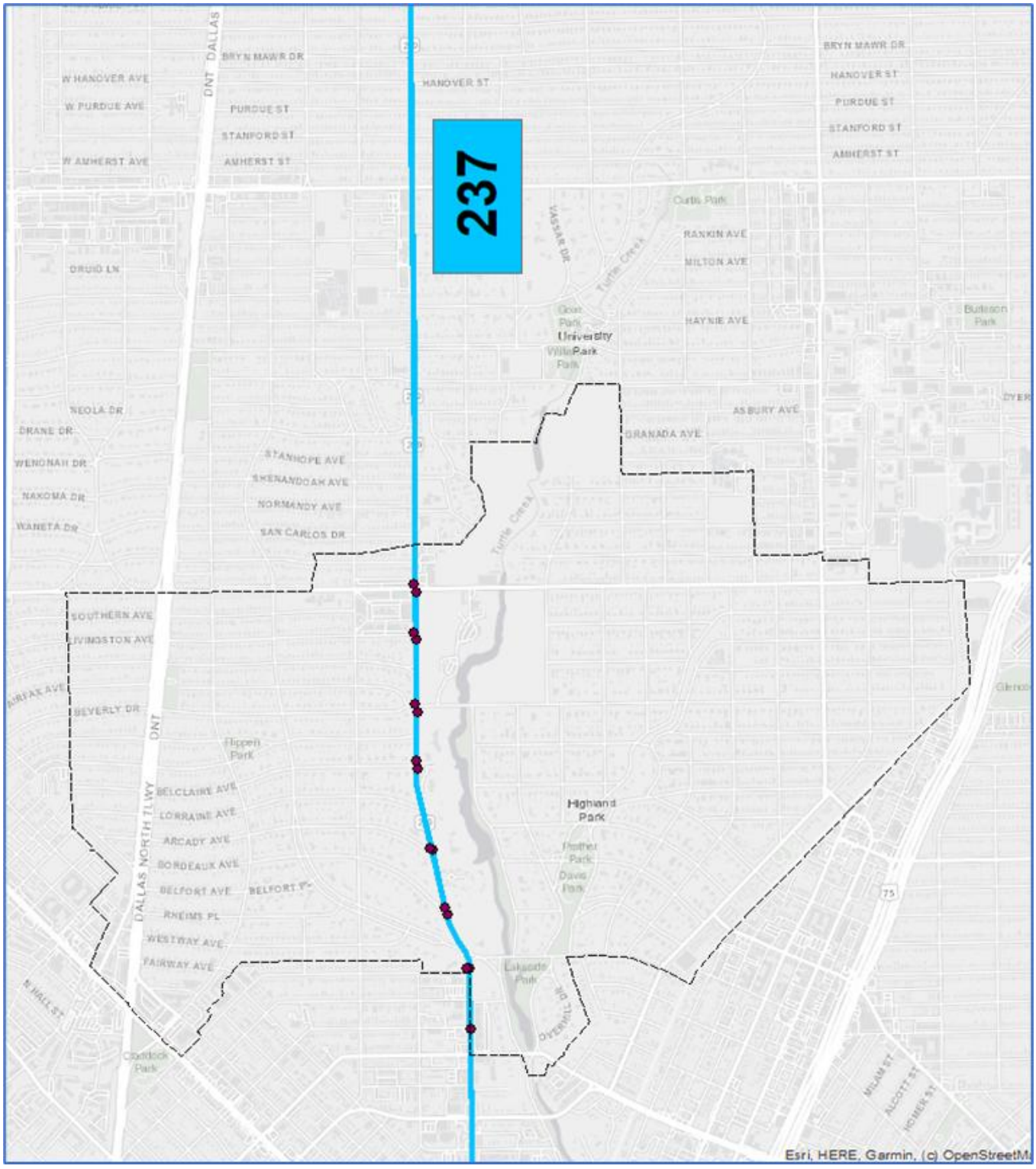
Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

Approved as to form: /s/ Gene Gamez
Gene Gamez
General Counsel

Approved by: /s/ David Leininger
David Leininger
Interim President &
Chief Executive Officer

Bus Stop Closure

Fifteen bus stops along Bus Route 237 in Highland Park jurisdiction have been closed.



Agenda Report

Voting Requirements:
Majority

DATE: **May 26, 2026**

SUBJECT: **Approval of Board Member Request for International Travel**

BOARD ACTION

Approval of a resolution approving a request by DART Board Member Patrick Kennedy to attend the Mpact Transit + Community Conference in Toronto, Canada, in September 2026.

PURPOSE

- DART Board Rule of Procedure 7.9, Travel Policy, states "All international travel must be approved by a majority vote of the Board prior to travel."

- Board Member Patrick Kennedy has requested to attend the Mpact Transit+Community Conference in Toronto, Canada, in September.

- This conference focuses on the interplay of transit, other types of mobility, land use and development in building great places to live, work, and play. The conference content covers planning, design, community engagement, delivery, and operations for specific transit modes (bus, Bus Rapid Transit, and rail). Additionally, street, station, and corridor planning and design are included in the conference program as well as transit-oriented development (TOD), including housing, business, and economic development.

- This conference is typically held at a location within the United States; however, this year, the decision was made to hold the conference in Toronto to highlight the innovative TOD occurring in Canada, which attendees will experience through mobile workshops included as part of the conference program.

LEGAL CONSIDERATIONS

Sections 452.506 and 452.546 of the Texas Transportation Code authorize the DART Board to adopt rules and bylaws as necessary to conduct meetings or oversee the business of DART.

Section 452.547 of the Texas Transportation Code entitles each Board member to reimbursement of necessary and reasonable expenses incurred in the discharge of duties.

DART Board Rules of Procedure 7.9, Travel Policy, states that "All international travel must be approved by a majority vote of the Board prior to travel."

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Board Member Request for International Travel

WHEREAS, DART Board Rule of Procedure 7.9, Travel Policy, states that all international travel must be approved by a majority vote of the Board prior to travel; and

WHEREAS, Board Member Patrick Kennedy has requested to attend the Mpact Transit+Community Conference in Toronto, Canada, in September; and

WHEREAS, this conference focuses on the interplay of transit, other types of mobility, land use and development in building great places to live, work, and play. The conference content covers planning, design, community engagement, delivery, and operations for specific transit modes (bus, Bus Rapid Transit, and rail). Additionally, street, station, and corridor planning and design are included in the conference program as well as transit-oriented development, including housing, business, and economic development.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that DART Board Member Patrick Kennedy's request to attend the Mpact Transit + Community Conference in Toronto, Canada, in September 2026, is approved.

Approval of Board Member Request for International Travel

Carmen Garcia Secretary	Randall B. Bryant Chair
APPROVED AS TO FORM:	ATTEST:
Gene Gamez General Counsel	David Leininger Interim President & Chief Executive Officer
	Date

Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements: Majority

DATE: **May 26, 2026**

SUBJECT: **Approval of the Restructure of DART Board of Directors**

BOARD ACTION:

Approval of the restructure of the DART Board of Directors, pursuant to the Texas Transportation Code and the withdrawal of the Town of Highland Park from the existing structure of the DART Board of Directors.

COMMITTEE CONSIDERATIONS

- On May 12, 2026, the Committee-of-the-Whole was briefed on the restructure of the DART Board of Directors because of the withdrawal election results in the Town of Highland Park on May 2, 2026.

PURPOSE

- Section 452.572(a) of the Texas Transportation Code establishes that the Dallas Area Rapid Transit (DART) Board of Directors is composed of 15 members appointed by the service area cities.
- On November 18, 2025 (Resolution No. 250154), the DART Board reaffirmed the existing structure of the DART Board Members:

Board Member	Cities/Towns
Randall Bryant	Dallas
Carmen Garcia	Dallas
Patrick Kennedy	Dallas
Michele Wong Krause	Dallas
Roy C. Lopez	Dallas
Maureen Milligan	Dallas
Maurice West	Dallas
Marc Abraham	Garland
Rick H. Stopfer	Irving
Anthony Ricciardelli	Plano
Doug Hrbacek	Carrollton and Irving
Enrique MacGregor	Dallas and Cockrell Hill
M. Nathan Barbera	Farmers Branch and Plano
Mark C. Enoch	Garland, Glenn Heights, and Rowlett
Gary A. Slagel	Richardson, Addison, Highland Park and University Park

- Pursuant to Texas Transportation Code, Section 452.651, the Towns of Addison and Highland Park and the City of University Park called for withdrawal elections that were held on May 2, 2026.

- The voters in the Town of Addison and the City of University Park voted to continue with DART.
- The voters in the Town of Highland Park voted not to continue with DART.
- On May 13, 2026, the Town of Highland Park canvassed the election results and certified the withdrawal of Highland Park from DART.
- Section 452.577 of the Texas Transportation Code states "…because of the withdrawal …of a municipality…the board…shall be restructured under 452.572(a) … (b) when a municipality …withdraws from the … authority."

LEGAL CONSIDERATIONS

Section 452.572(a) of the Texas Transportation Code mandates that the DART Board is composed of 15 members appointed by the service area cities.

Section 452.651 of the Texas Transportation Code allows service area cities to hold withdrawal elections every sixth year and 2026 was a year that service area cities could call a withdrawal election.

Section 452.577 of the Texas Transportation Code requires a restructure of the DART Board when a service area city withdraws from DART.

DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of the Restructure of the DART Board of Directors

WHEREAS, pursuant to Section 452.572(a), the Texas Transportation Code establishes that the Dallas Area Rapid Transit (DART) Board of Directors is composed of 15 members appointed by the service area cities; and

WHEREAS, on November 18, 2025 (Resolution No. 250154), the DART Board reaffirmed the appointments of the Board of Directors; and

WHEREAS, pursuant to Texas Transportation Code, Section 452.651, the Towns of Addison and Highland Park and the City of University Park called for withdrawal elections that were held on May 2, 2026; and

WHEREAS, on May 2, 2026, the voters in the Town of Addison and the City of University Park voted to continue with DART; and

WHEREAS, on May 2, 2026, the voters in the Town of Highland Park voted not to continue with DART; and

WHEREAS, on May 13, 2026, the Town of Highland Park canvassed the election results and certified the withdrawal of Highland Park from DART; and

WHEREAS, pursuant to Texas Transportation Code, Section 452.577, a restructure of the DART Board of Directors is required when a municipality withdraws from DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the restructure of the Board, as reflected in the following table, is approved:

Approval of the Restructure of the DART Board of Directors

Board Member	Cities/Towns
Randall Bryant	Dallas
Carmen Garcia	Dallas
Patrick Kennedy	Dallas
Michele Wong Krause	Dallas
Roy C. Lopez	Dallas
Maureen Milligan	Dallas
Maurice West	Dallas
Marc Abraham	Garland
Rick H. Stopfer	Irving
Anthony Ricciardelli	Plano
Doug Hrbacek	Carrollton and Irving
Enrique MacGregor	Dallas and Cockrell Hill
M. Nathan Barbera	Farmers Branch and Plano
Mark C. Enoch	Garland, Glenn Heights, and Rowlett
Gary A. Slagel	Richardson, Addison, and University Park

Approval of the Restructure of the DART Board of Directors

Carmen Garcia Secretary	Randall B. Bryant Chair
Approved as to form:	ATTEST
Gene Gamez General Counsel	David Leininger Interim President & Chief Executive Officer
	Date: May 26, 2026