



GoTriangle
Board of Trustees
August 24, 2022
12:00 pm-2:30 pm Eastern Time

***GoTriangle's Board of Trustees has resumed in-person meetings.
The public is encouraged to use the remote option.***

Microsoft Teams meeting | Join on your computer or mobile app

Click here to join the meeting

*Or call in (audio only) +1 252-210-4099
Phone Conference ID: # 546 659 726#*

I. Call to Order and Adoption of Agenda

(1 minute Sig Hutchinson)

ACTION REQUESTED: Adopt agenda with any changes requested.

II. Public Comment

(Sig Hutchinson)

The public comment period is held to give citizens an opportunity to speak on any item. The session is no more than thirty minutes long and speakers are limited to no more than three minutes each. Speakers are required to sign up in advance with the Clerk to the Board at mdawson@gotriangle.org.

III. Consent Agenda

(1 minute Sig Hutchinson)

Items listed on the consent agenda are considered as a single motion. At the request of any Board member, or member of the public, items may be removed from the consent agenda and acted on by a separate motion. Items pulled from the consent agenda will be placed at the beginning of the general business agenda for discussion and action. Any Board member wishing to remove an item from the consent agenda should advise staff in advance.

ACTION REQUESTED: Approve consent agenda.

A. Special Session Minutes | June 15, 2022

B. Closed Session A Minutes | June 15, 2022

C. Closed Session B Minutes | June 15, 2022

D. Regular Session Minutes | June 22, 2022

E. Unsealing Closed Session Minutes

ACTION REQUESTED: Unseal minutes of Board of Trustees' meetings listed in the memorandum accompanying this item.

F. Property Acquisition for Bus Stop Improvements

O&F RECOMMENDATION: Authorize staff to acquire the right of way needed for bus stop improvements in order to make improvements at the bus stop locations identified in Table 1.

Table 1

G. Renewal of Remix Software Contract

O&F RECOMMENDATION: Renew contract with Remix for transit planning software for an additional term of 09/01/2022-08/31/2025, with a maximum dollar amount of \$113,167 and authorize the President/CEO to execute the renewal consistent with those terms.

Remix Services Agreement

H. Amendment to Procurement Manual Cost Thresholds and Approval Level

O&F RECOMMENDATION: Approve the proposed increased purchasing cost thresholds and delegate authority for approval for Apparatus, Supplies, Materials and Equipment (ASME) purchases to the President/CEO.

IV. General Business Agenda

Items listed on the general business agenda are for discussion and possible action. Such designation means that the Board intends to discuss the general subject area of that agenda item before making any motion concerning that item.

A. Items Removed from the Consent Agenda

(1 minute Sig Hutchinson)

ACTION REQUESTED: Discuss and take action on any items removed from the consent agenda.

B. FY2023 Board Member Travel

ACTION REQUESTED: Approve travel requests.

C. Appointment of Nominating Committee

ACTION REQUESTED: Appoint three members to serve on the Nominating Committee.

D. Operations & Finance Committee Report

(20 minutes Renee Price)

1. Amendments to Bylaws

O&F RECOMMENDATION: Approve staff-recommended amendments to the bylaws as red-lined.

Recommended bylaws amendments [red-lined]

ADDITIONAL CONSIDERATION: Further amendments to the bylaws to allow remote meetings of the Board.

Additional bylaws amendments [red-lined]

E. Planning & Legislative Committee Report

(5 minutes Vivian Jones)

F. New Business

V. Other Business

A. President & CEO's Report

(10 minutes Charles Lattuca)

Contracts

New Hires & Promotions

1. EEO Quarterly Workforce Analysis

(15 minutes Sylvester Goodwin)

Workforce status

Workforce analysis

2. Operations Update

(5 minutes Vinson Hines)

3. Capital Projects Status Report

Presentation - Major Capital Projects Update

(10 minutes Katharine Eggleston)

Greater Triangle Commuter Rail Study Update

(30 minutes Katharine Eggleston)

B. General Counsel's Report

(5 minutes Byron Smith)

C. Chair's Report

(5 minutes Sig Hutchinson)

D. Board Member Reports

1. CAMPO Executive Board Representative

(5 minutes Will Allen III)

2. Regional Transportation Alliance (RTA) Rep.

(5 minutes Will Allen III)

3. DCHC MPO Board Representative

(5 minutes Michael Parker)

VI. Closed Session | Rigsbee v. GoDurham; GoTransit Partners;

GoTriangle; Alexandra Irene Tavaréz; and City of Durham

File No. 22CVS 2603

(40 minutes Byron Smith)

ACTION REQUESTED: Enter into Closed Session pursuant to NCGS §143 318.11.(a) (1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes AND NCGS §143 318.11.(a) (3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed as privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to received advice during the closed session.

Complaint

VII. **Adjournment**
(*Sig Hutchinson*)



**BOARD OF TRUSTEES
SPECIAL MEETING
MEETING MINUTES**

4600 Emperor Boulevard
Suite 100
Durham, NC 27703

Wednesday, June 15, 2022

12:00 p.m.

Virtual | Webex

Board members present | Will Allen III, Corey Branch [arr. 12:03 p.m.], Brenda Howerton, Sig Hutchinson, Vivian Jones, Elaine O'Neal [arr. 12:08 p.m.], Michael Parker, Renée Price, Jennifer Robinson, Stelfanie Williams

Excused absences | Michael Fox

Other Board members absent | Valerie Jordan

Chair Sig Hutchinson officially called the meeting to order at 12:01 p.m. A quorum was present.

I. Adoption of Agenda

Action: A motion was made by Parker and seconded by Allen to adopt the agenda. Upon vote by roll call, the motion was carried unanimously.

Branch arrived.

II. GoDurham – GoTriangle Contract Roles & Responsibilities

Katharine Eggleston introduced the relationship between GoTriangle and GoDurham related to the contract for operation of transit services with the City of Durham. The presentation is attached and hereby made a part of these minutes. She explained that the contract was executed in 2010, making GoTriangle responsible for:

- Oversight of contract operators for GoDurham and ACCESS
- Budget development
- Marketing and customer service
- Fixed-route service planning for GoDurham
- Procurement/capital purchases

Eggleston adding that since 2010 GoDurham fixed route service has expanded by 25%. GoTriangle and the City of Durham entered into an Interlocal Agreement in 2021 related to bus stop improvements, which streamlines the review and approval process for the improvements. She reviewed the process used for bus stop improvements:

- Assessing existing conditions
- Prioritizing locations based on ridership and other factors
- Preparing construction groups
- Design, permitting and right-of-way acquisition
- Construction
- City acceptance

O'Neal arrived.

Saundra Freeman explained that GoTriangle provides oversight for the fixed route contracts [First Transit and Durham City Transit Company] and ACCESS [National Express Transit]. Freeman also discussed GoTriangle's financial responsibilities under the contract:

- Coordination and development of DCTC and ACCESS budgets
- Review and approval of DCTC and ACCESS reimbursements
- Preparation of GoTriangle city budget and quarterly invoicing
- Review and approval of management company invoices
- Coordination of monthly operations and finance meetings between city and transit staff

Freeman shared information about GoTriangle staff funded directly by the City of Durham:

Finance	1.00
Procurement, Contracts and Grant Administration	1.90
Safety, Security and Transit Administration	2.00
Transit Amenities	2.75
Service Planning	1.00
Capital Development	1.30
Total	9.95

A. Closed Session | GoDurham Contract Legal Discussion

Action: On motion by Parker and second by Jones the Board entered into Closed Session at 12:19 p.m. pursuant to NCGS §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. Upon vote by roll call, the motion was carried unanimously.

Action: The Board returned to open session at 1:29 p.m.

III. Closed Session | Employee Evaluations

Action: A motion was made by Parker and seconded by Jones to enter into Closed Session at 1:32 p.m. pursuant to NCGS §143-318.11(a)(6) to consider the performance of an employee(s). Upon vote by roll call, the motion was carried unanimously.

A. President & CEO Performance Evaluation

B. General Counsel Performance Evaluation

C. Clerk to the Board Performance Evaluation

Action: The Board returned to open session at 2:14 p.m.

Action: On motion by Hutchinson and second by Parker the Board approved a 3% merit increase for the President/CEO, 4% for the Clerk to the Board and 2% for the General Counsel [six-month evaluation]. Upon roll call, the motion was carried unanimously.

Action: On motion by Hutchinson and second by Allen the Board approved the work plans/goals for the President/CEO, General Counsel and the Clerk to the Board. Upon roll call, the motion was carried unanimously.

IV. Adjournment

Action: Chair Hutchinson adjourned the meeting at 2:19 p.m.

Sig Hutchinson, Chair

Attest:

Michelle C. Dawson, CMC
Clerk to the Board

This page intentionally left blank.

This page intentionally left blank.

This page intentionally left blank.



BOARD OF TRUSTEES MEETING MINUTES

4600 Emperor Boulevard
Suite 100
Durham, NC 27703

Wednesday, June 22, 2022

12:00 p.m.

Virtual | Webex

Board members present | Will Allen III, Michael Fox, Brenda Howerton, Sig Hutchinson, Valerie Jordan [left 1:06 p.m.], Vivian Jones, Elaine O'Neal [arr. 12:09 p.m.], Michael Parker, Renée Price, Jennifer Robinson [arr. 12:14 p.m.], Stelfanie Williams [arr. 12:09 p.m.]

Excused absences | Corey Branch

Chair Sig Hutchinson officially called the meeting to order at 12:04 p.m. A quorum was present.

I. Adoption of Agenda

Action: A motion was made by Allen and seconded by Jones to adopt the agenda. Upon vote by roll call, the motion was carried unanimously.

II. Public Hearings

A. FY2023 Proposed Budget

Chair opened the public hearing at 12:06 p.m. There being no comments, the hearing was closed.

B. Route FRX Elimination

Chair opened the public hearing at 12:07 p.m. There being no comments, the hearing was closed.

III. Public Comment

No comments.

IV. Consent Agenda

Action: A motion was made by Allen and seconded by Jones to approve the consent agenda. Upon vote by roll call, the motion was carried unanimously.

The following consent agenda items were approved:

- May 25, 2022 | Regular Session Minutes.
- Authorization for the President/CEO to execute task order 3 of the master research agreement with ITRE to provide FY2023 management services for the Triangle Regional Model Service Bureau in an amount not to exceed \$225,000.
- FY2022 Q4 Durham Transit Work Plan and budget amendments 2022 0008 and 2022 0009.
- FY2022 Q4 Orange Transit Work Plan and budget amendments 2022 0010 and 2022 0011.

The budget ordinance amendments are attached and hereby made a part of these minutes.

V. General Business Agenda**A. Items Removed from Consent Agenda**

None.

O'Neal arrived.

B. FY2022 Reauthorization of Previously Adopted Transit Funds

Jennifer Hayden's presentation is attached and hereby made a part of these minutes. She stated that these budget ordinances reauthorize the use of transit plan funds previously approved but not fully spent. The original budget ordinances specify these funds do not lapse at the end of the fiscal year; however, this action formally documents the available funds. There is no impact to the budget nor the transit plans because funds have been previously approved.

Requested reauthorizations for FY2022:

- Durham capital fund \$23,435,779
- Orange capital fund \$5,257,567
- Wake operating fund \$478,256
- Wake capital fund \$133,935,372

Action: A motion was made by Parker and seconded by Allen to adopt the FY2022 budget ordinances listed below. Upon vote by roll call, the motion was carried unanimously. The budget ordinance amendments are attached and hereby made a part of these minutes.

- 2022 0012 Triangle Tax District - Durham Capital Fund Reauthorization Ordinance
- 2022 0013 Triangle Tax District - Orange Capital Fund Reauthorization Ordinance
- 2022 0014 Triangle Tax District - Wake Operating Fund Reauthorization Ordinance
- 2022 0015 Triangle Tax District - Wake Capital Fund Reauthorization Ordinance

C. Operations & Finance Committee Report

Renée Price stated that three items were approved on the consent agenda from the committee. Two items are coming before the Board for discussion and consideration.

1. Continuation of 2021 Service Reductions and Proposed Service Changes

Jennifer Green's presentation is attached and hereby made a part of these minutes. She stated that in 2021 GoTriangle suspended service on several routes and trips due to the bus operator shortage. Per FTA guidance provided on COVID-19, any temporary service change lasting more than 12 months must comply with federal regulations; GoTriangle is required to complete a Title VI service equity analysis, conduct public engagement and obtain Board approval.

Green reported on public engagement efforts and highlighted comments received. Regarding the continuation of the 2021 service changes, customers feel the service reductions are negatively impacting their lives and making it less attractive to take

the bus, some choosing to drive over taking the bus. Customers were generally supportive of the proposed service changes to the FRX, WRX, 300 and 305.

The FTA Title VI service equity analysis did not identify a disparate impact to minority riders nor a disproportionate burden to low income riders regarding the 2021 service reductions. There were a few impacts identified on individual routes for the proposed service changes [routes 310 and 400]; however, Green noted that bus service continues to be provided in these corridors, although less frequently. No Title VI impacts were identified for the reassignment of the FRX from GoTriangle to GoRaleigh.

Green provided a graph of operator staffing levels since July 2020 and projected through FY2022. The current hiring trend does not indicate that GoTriangle will be able to restore service this year.

Service reductions due to operator shortage / continuation from 2021

- Route 300 - Minor schedule changes
- Route 301 - Suspended until further notice
- Route 305 - Revised schedule
- Route 310 - Revised schedule with service every 60 minutes all day
- Route 800 - Minor schedule changes with all short trips between UNC-CH and Streets at Southpoint mall (Route 800S) suspended until further notice
- Route 805 - Service reduced to every 60 minutes
- Routes CRX and DRX - Minor schedule changes with some trips suspended until further notice
- Route DRX - Suspend two AM and two PM blocks
- Reduce Saturday service to hourly on routes 100, 400, 700 and 800
- Route 300 Saturday - End at 10pm at Cary Depot
- Route 420 - Suspend one AM and one PM block

Proposed service changes / FY2023 as noted

- Effective July 1, FRX [Fuquay-Varina to Raleigh Express] will be eliminated from the GoTriangle system and assigned to the GoRaleigh system. The route currently is operated by GoRaleigh and is included in the FY2023 Wake Transit Recommended Work Plan.
- Effective July 1, WRX [Wake Forest to Raleigh Express] service will be adjusted to a new park and ride location at the Northern Wake Senior Center on Holding Avenue. The existing park and ride lease agreement held by the Town of Wake Forest will be terminated June 30, 2022.
- Effective August 7, Route 305 [operates between Holly Springs, Apex and Raleigh on weekdays during peak hours] schedule adjustments to allow transfers to/from the new GoApex Route 1. Two additional trips between Apex and Raleigh will be added with hourly service during peak commute hours.

- Effective August 7, Route 300 [operates between Cary Depot and GoRaleigh Station in downtown Raleigh] departure time adjustments from downtown Raleigh and Cary Depot and increased trip length to improve on-time performance.

Action: A motion was made by Jones and seconded by Parker to approve continuation of the 2021 service reductions, designating the President/CEO the authority to determine when these suspended routes and trips would resume normal service, and proposed service changes to the FRX, WRX, 305 and 300 as outlined. Upon vote by roll call, the motion was carried unanimously.

2. **FY2023 Board Travel Requests**

Clerk to the Board Michelle Dawson reviewed the travel requests received from Board members and stated that some funds should be designated for local events. Hutchinson stressed that travel is important for Board members' education but members should limit travel to one conference. He asked for a report in August.

Action: The Board agreed by consensus to have Board members select one conference by Friday and report back in August.

3. **FY2023 Budget Ordinances Adoption**

Harriet Lyons reported that no changes have been made to the proposed budget since the Operations & Finance Committee meeting. The proposed ordinances include:

	<i>Revenues</i>	<i>Expenses</i>
▪ GoTriangle	\$57 million	\$61 million
▪ Durham Transit Plan	\$69.4 million	\$52.2 million
▪ Orange Transit Plan	\$17.1 million	\$14.5 million
▪ Wake Transit Plan	\$316.8 million	\$272 million

Action: A motion was made by Parker and seconded by Allen to adopt the budget ordinances listed below and the three FY2023 county transit plan annual work programs/plans, including the material changes memo to the Durham Transit Plan FY2023 Annual Work Program, and the FY2023 Wake Transit Project agreement structure. Upon vote by roll call, the motion was carried unanimously. The documents are attached and hereby made a part of these minutes.

- FY2023 GoTriangle Budget Ordinance (O 2022 0016)
- FY2023 Major Capital Project Fund Budget Ordinance (O 2022 0017)
- FY2023 Regional Bus Capital Project Fund Budget Ordinance (O 2022 0018)
- FY2023 Advanced Technology Project Fund Budget Ordinance (O 2022 0019)
- FY2023 Major Transit Investment Fund Budget Ordinance (O 2022 0020)
- FY2023 Triangle Tax District – Durham Operating Fund Budget Ordinance (O 2022 0021)
- FY2023 Triangle Tax District – Durham Capital Fund Budget Ordinance (O 2022 0022)
- FY2023 Durham Special Tax District Fund Budget Ordinance (O 2022 0023)

- FY2023 Triangle Tax District – Orange Operating Fund Budget Ordinance (O 2022 0024)
- FY2023 Triangle Tax District – Orange Capital Fund Budget Ordinance (O 2022 0025)
- FY2023 Orange Special Tax District Fund Budget Ordinance (O 2022 0026)
- FY2023 Triangle Tax District - Wake Operating Fund Budget Ordinance (O 2022 0027)
- FY2023 Triangle Tax District - Wake Capital Fund Budget Ordinance (O 2022 0028)
- FY2023 Wake Special Tax District Fund Budget Ordinance (O 2022 0029)

D. New Business

None.

VI. Other Business

A. President and CEO's Report

A list of contracts approved by the president and CEO is attached and hereby made a part of these minutes.

Scott Thomas provided an update on the internal policy and procedure committee which will establish guidelines for implementation and maintenance of general policies and procedures. He said the committee will include senior leadership from all areas of the organization.

1. Operations Update

The monthly report is attached and hereby made a part of these minutes.

2. Capital Projects Status Report

The capital projects status report and presentation on major projects update is attached and hereby made a part of these minutes.

RUS Bus Update

Katharine Eggleston reported that the FTA has provided formal approval of the joint development project request which will allow the execution of an amendment to the JDSA and JDA. GoTriangle is preparing a final white paper to document the pending grant changes on the scope.

Bragtown Update

Eggleston provided an update on infrastructure and service improvements in Bragtown. GoTriangle is identifying opportunities for short term improvements to include seating and lighting along with medium and longer term bus stop improvement projects. Additionally, expanded service is scheduled in January on Route 9, with half hourly service to extend during the day and hourly service starting at 7 p.m. through the evenings and on Sundays. The FY2023 work program also includes the establishment of a north Durham microtransit zone to provide additional on-demand service.

Greater Triangle Commuter Rail Update

Lattuca reported that the feasibility study is coming to a close and GoTriangle has shared a draft of the report with the project management team, which includes county and MPO staff as well as NCDOT and NCRR. TJCOG, municipal and institutional [university] partners will be receiving a briefing on the study. The Board will have a presentation on the feasibility study, which will include comments from these groups, in August.

Eggleston added that the feasibility study final report will the updated cost. As previously noted the cost increases are being driven by the additional infrastructure requirements identified in the Norfolk Southern study, particularly the additional track work and increase. She explained that inflationary costs include increases in construction cost over the last two years as well as the inflation of a more conservative schedule. Eggleston also advised that the report will include a discussion of options for moving the project forward in phases, with simpler segments such as East Raleigh to Garner going first while more complex areas of the corridor continue to be designed and additional funding is secured.

B. General Counsel's Report

Byron Smith echoed the good news about the RUS Bus project.

C. Chair's Report

Chair Hutchinson reminded members that there will be no meetings in July and in-person meetings will return in August. He congratulated staff on the RUS Bus success and thanked those involved with the work on Bragtown.

Jordan left.

D. Board Member Reports

1. CAMPO Executive Board Representative

Will Allen III reported that CAMPO also adopted the FY2023 Wake Transit work plan and project agreement groupings and deliverables. Additionally, the following briefings were received:

- NCDOT's mileage based user fee pilot program.
- Western Wake traffic signal system integration study.
- FFY2024 Locally Administered Projects Program [LAPP]. Staff is recommending keeping the same target modal investment mix and programming of about \$25 million with the introduction of equity in scoring criteria in the next LAPP cycle.
- FY2024-2033 preliminary draft State Transportation Improvement Program [STIP].
- Decennial administrative review and update which involves selecting the MPO's host agency [Lead Planning Agency - LPA]. Letters of interest were received from the City of Raleigh TJCOG and the Town of Cary.
- NCDOT's S-Line project.

2. Regional Transportation Alliance (RTA) Representative

No report.

3. DCHC MPO Board Representative

Michael Parker reported that a new executive director had been hired, Doug Plachcinski. The board also received a presentation on the STIP. He noted that the process will allow for swaps by the MPO. The board also approved material changes to the Durham Transit Plan.

VII. Adjournment

Action: Chair Hutchinson adjourned the meeting at 1:26 p.m.

Sig Hutchinson, Chair

Attest:

Michelle C. Dawson, CMC
Clerk to the Board



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Michelle Dawson, Clerk to the Board of Trustees
DATE: May 26, 2022
SUBJECT: Unsealing Closed Session Minutes

Action Requested

Staff requests that the Board unseal the minutes as indicated below.

Background and Purpose

Pursuant to Board policy, all closed session minutes are sealed immediately upon preparation, with a periodic review of sealed closed session minutes and recommendation to the Board for unsealing. The Board last took action to unseal closed session minutes in September 2021.

Pursuant to policy, and in consultation with the General Counsel, the following minutes are recommended to be unsealed (minutes through December 31, 2021, were reviewed).

Board / Committee	Date	G.S. Reference	Agenda Topic
Board of Trustees	11/28/2018	143-318.11(a)(3)	NCRR negotiations
Board of Trustees	03/27/2019	143-318.11(a)(3)	D-O LRT project eminent domain
Board of Trustees	04/24/2019 B	143-318.11(a)(3)	D-O LRT project litigation
Board of Trustees	09/22/2021	143-318.11(a)(5) & (6)	personnel General Counsel search
Board of Trustees	09/29/2021	143-318.11(a)(5) & (6)	personnel General Counsel search

Financial Impact

None

Attachments

- None

Staff Contact

- Michelle Dawson, 919-485-7438, mdawson@gotriangle.org



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Planning and Capital Development
DATE: July 21, 2022
SUBJECT: Durham Bus Stop Improvements – Property Acquisition Authorization

Strategic Objective or Initiative Supported

2.4 Ensure an attractive and accessible transit environment

Action Requested

Staff requests that the Committee recommend the Board authorize staff to acquire the right of way needed for GoDurham bus stop improvements on behalf of the City of Durham in order to make improvements at the bus stop locations identified in *Table 1. Bus Stop Improvement Locations with Potential Property Impacts*.

Background and Purpose

The Durham County Transit Plan includes a pipeline of funding for GoTriangle to implement bus stop improvements in Durham. By agreement with City of Durham, GoTriangle plans, develops, and executes improvements to stops within Durham County for stops served by GoDurham.

The process to plan and prioritize stops for improvement is continuous. From time to time, groups of stops are identified that require land that is outside of the existing right-of-way to accommodate physical improvements. When these stops are identified, GoTriangle facilitates early coordination with property owners during the design phase of potential bus stop improvement projects.

The stops in Table 1 were identified as potentially requiring right of way acquisition. Depending on site conditions, GoTriangle will typically need to acquire between 50 and 500 square feet of right-of-way per bus stop. Final right of way and temporary construction easement requirements will be determined through review, design and permitting.

GoTriangle will communicate with property owners at the pre-design and permitting phase to discuss acquisition and the process. In the event a property owner is unwilling to convey the right of way needed for the improvements, GoTriangle will not move forward with the acquisition. In other words, GoTriangle staff is not requesting to use eminent domain for these projects.



PO Box 13787
Research Triangle Park, NC 27709
P: 919.485.7510 | F: 919.485.7547

www.gotriangle.org

Following Board approval, GoTriangle's real estate team will receive preliminary plans from GoTriangle's design team. A GoTriangle agent will meet with affected property owners to explain the impacts of the improvements. Before the initiation of negotiations, the property interest to be acquired will be appraised, unless the owner is donating the property and releases GoTriangle from the appraisal obligation, or GoTriangle determines that an appraisal is unnecessary because the valuation is uncomplicated and the fair market value is estimated at \$10,000 or less, based on a review of available data. After a determination of just compensation, GoTriangle's agent will begin negotiations with the property owner:

- A minimum of 3 attempts to settle with each property owner will be made
- GoTriangle's agent will keep a detailed negotiation diary and all other material information regarding the attempted settlement
- Once a signed Offer to Purchase is secured, the agent will deliver the original documents to GoTriangle to review and process payment
- GoTriangle will complete the requisite filings in order to secure the property interest on behalf of the City of Durham
- In the event a property owner refuses to settle or negotiations reach an impasse, GoTriangle will consider amending its plans or identify a different location. GoTriangle is not requesting authorization from the Board to condemn property for bus stop improvements.

Financial Impact

The proposed initiative, if recommended by the Operations & Finance Committee and approved by the Board of Trustees will utilize funds that have been adopted in previous Durham Transit Work Plans to support bus stop improvements in Durham. The adopted work plan budgets include funding for right-of-way acquisition to support the program at \$5,000 per bus stop location, which includes the cost of services (agent fees, appraisals, etc.) and payments to property owners (cost of the property interest). The initiative will have no incremental impact to the transit plan since funds have been previously approved for these activities, and cost estimates are within budgeted amounts.

Attachments

- Table 1. Bus Stop Improvement Locations with Potential Property Impacts

Staff Contacts

- Gary Tober, 919-485-7577, gtober@gotriangle.org
- Paige Cureton, 206-419-2702, pcureton@gotriangle.org



TABLE 1-Bus Stop Improvement Locations with Potential Property Impacts

Bus Stop ID	Major Street	Minor Street	Parcel ID Number
1558	Slater Rd	Creekstone Dr (Duke Medicine)	157914
5088	S Alston Ave (SB)	Massey Ave	117463
5102	Shirley St	Crest St	104585
5139	Gregson St	Dacian St	102147
5141	Avondale Dr	Trinity Ave (NB)	109718
5142	Gregson St	Trinity Ave	102083
5154	Alston Ave	Durham Freeway	153963
5156	Chapel Hill Rd (EB)	Bivins St	104327
5158	Roxboro St	Lawson St (NB)	117029
5169	Morehead Ave	Moreland Ave	114978
5191	Fayetteville Rd (SB)	Woodcroft Pkwy	148183
5202	N Roxboro St	Edwards St	110077
5205	Angier Ave	Vine St	112099
5238	Avondale Dr	E Knox St (NB)	109557
5244	W Woodcroft Parkway (WB)	Woodcroft Shopping Center	135686
5274	Holloway St (WB)	Hoover Rd	130378
5285	Chapel Hill Rd	Valley Terrace (SB)	121499
5296	NC 55	Cornwallis Rd	157053
5305	E Main St	Mangum St (WB)	102823
5314	North Pointe Dr (WB)	Broad St	126269
5322	Meriwether Dr	E Carver St (NB)	172110
5340	Morehead Ave	Kent St	114699
5344	Chapel Hill Rd (NB)	Morehead Ave	108428
5363	NC 54 (EB)	Fayetteville Rd	149596
5370	Dearborn Dr	Martin St	129810
5379	University Dr	Chapel Hill Rd (Colonial Apts)	121501
5445	Raynor St (WB)	The Village	113673
5450	Meriwether Dr	Oxford Ct	172109
5453	Cornwallis Rd	Fayetteville Rd	203905
5473	Old Oxford Rd	Dearborn Dr (WB)	171834
5489	Dearborn Drive	Wiley Ave	130027
5550	Hardee St	Delano St (Hardee Terrace)	130326
5579	North Pointe Dr	North Pointe Shopping Center (WB)	126422
5593	Lednum St	Murray Ave	106374
5593	Lednum St	Leon St	106395
5639	Main St	Morgan St (EB)	103165
5679	Crutchfield St	Crabtree Ave	128175
5700	Roxboro St	Summit St	107395
5708	Lawson St	Concord St (WB)	117197
5896	N Roxboro St	Old Oxford Rd	128518
5732	Hillsborough Rd	Carolina Ave	101833
5764	Dearborn Dr	Ader St	160104
5765	Hillsborough Rd	Rosehill Rd	103972
5827	Angier Ave (EB)	Hoover Rd	114511
5894	W Woodcroft Parkway (EB)	Woodcroft Shopping Center	135697
5910	Angier Ave	Ellis Rd	130845
5932	Chalk Level Rd	Horton Rd (EB)	125997
5938	S Roxboro St (SB)	Erie St	117262
5945	Roxboro St	Berwyn Ave	128672
5957	Duke University Rd	Chapel Hill Rd	108600, 108595, 108593
5960	Gary St (NB)	N Miami Blvd	120892
5964	Roxboro St (NB)	Maynard Ave	128836
5968	Glenbrook Dr	Club Blvd	129211

TABLE 1-Bus Stop Improvement Locations with Potential Property Impacts

Bus Stop ID	Major Street	Minor Street	Parcel ID Number
5999	Chapel Hill Rd	Cornwallis Rd	104843
6039	E Main St	Goley St (EB)	112151
6067	Olympic Avenue	Roxboro St	128460
6109	North Pointe Dr	North Pointe Shopping Center (EB)	126421
6110	North Pointe Dr	Broad St (EB)	126268
6129	New Castle Rd	Wyldeewood Rd (NB)	127144
6163	Chapel Hill Rd	W Cornwallis Rd (SB2)	121500
6172	Hardee St	Holloway St	130336
6203	Horton Rd	Guess Rd (Harris Teeter)	173222
6264	Angier Ave	Hoover Rd (WB)	118814
6278	NC 55	Sedwick Dr (NB)	153819
6338	NC 55	Martin Luther King Jr. Pkwy	155768
6348	Holloway St	Durham Ridge Assisted Living	158896
6375	Chapel Hill Rd	W Cornwallis Rd (Yates Church)	121933
6426	Broad St (NB)	Guess Rd	100932
6473	Chapel Hill Rd	Valley Terrace (NB)	121933
6487	Hardee St	Delano St (SB)	120756
6507	E Geer St	Faucette Ave (WB)	159768
6564	Leon St	Haverford St	106395
6598	Lawson Ave	Fayetteville St	117389
6603	New Castle Rd	Wyldeewood Rd (SB)	127143
6620	Garret Rd	Durham Chapel Hill Blvd (Goodwill)	140091
6629	TW Alexander Dr	Page Rd (WB)	202505
6631	TW Alexander Dr	Page Rd (EB)	157394
6635	E Geer St (EB)	Faucette Ave	130217
6684	North Pointe Dr	Woodmont Dr (EB)	126418

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Planning and Capital Development
DATE: July 21, 2022
SUBJECT: **Renewal of Remix Software Contract**

Strategic Objective or Initiative Supported

1.2 Pursue service improvements and expansion opportunities

Action Requested

Staff requests that the Committee recommend that the Board of Trustees renew its contract with Remix for transit planning software for an additional term of September 1, 2022 to August 31, 2025 with a maximum dollar amount of \$113,167 and authorize the President/CEO to execute the renewal consistent with those terms.

Background and Purpose

- GoTriangle uses Remix software to plan GoTriangle and GoDurham bus routes. Per the existing management agreement between GoTriangle and the City of Durham, GoTriangle conducts service planning for the GoDurham bus system.
- Remix is a specialized platform that provides design, evaluation, and collaboration tools for bus route service planning. GoTriangle planning and operations staff use the software to develop route detours, service changes, and system redesigns for GoTriangle and GoDurham service. The tool integrates census data, on-time performance data with route planning capabilities. In addition, Remix provides a Title VI analysis tool, which allows GoTriangle to efficiently evaluate impacts of service changes to minority and low income populations.
- GoTriangle initially entered into a contract with Remix in 2015 as a pilot program. The pilot and subsequent use periods have been considered successful, and GoTriangle has continued to renew its agreement with Remix to support the planning program in the years since. The current contract expires on August 31, 2022.
- This renewal of the existing agreement would be effective from September 1, 2022 through August 31, 2025.
- In 2021, the City of Durham was added to the contract through an amendment. The City of Durham contributes 50% of the cost of the software through reimbursement.

Financial Impact

The total amount of the 3-year contract is \$113,167. The FY23 costs are within the budgeted amount of \$35,000. The following table shows how the costs would be split between GoTriangle and the City of Durham for fiscal years 2023 through 2026.

Fiscal Year	Total Amount	GoTriangle	City of Durham
FY 2023	\$ 28,333	\$ 14,167	\$ 14,167
FY 2024	\$ 37,000	\$ 18,500	\$ 18,500
FY 2025	\$ 41,000	\$ 20,500	\$ 20,500
FY 2026	\$ 6,833	\$ 3,417	\$ 3,417
TOTAL	\$ 113,167	\$ 56,583	\$ 56,583

Attachments

- Remix Services Agreement

Staff Contact

- Jenny Green, Transit Service Planning Supervisor, 919-485-7529, jgreen@gotriangle.org



Renewal of the Remix Services Agreement

Remix Technologies LLC (“**Remix**”) and Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle, a body corporate and politic organized under North Carolina law (“**Customer**” and together with Remix, the “**Parties**”) have entered into an agreement titled Remix Services Agreement (the “**Agreement**”) dated as of April 1, 2019. Upon execution of this Renewal (the “**Renewal**”), the Parties agree to the following:

1. **Renewal.** With effect from September 1, 2022 (the “**Effective Date**”) the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 years until August 31, 2025.
2. **Price.** The Parties hereby agree to the following price structure:

Remix Transit Planning Platform License	<p>Total Contract Value: \$113,167 USD / 3 years based on a total fleet size of 105.</p> <ul style="list-style-type: none"> ➤ 2023: \$43,000 (Current List Price) \$28,333 10 (ten) months prorated annual cost ➤ 2024: \$43,000 (Current List Price) \$37,000 USD per year ➤ 2025: \$43,000 (Current List Price) \$41,000 USD per year ➤ 2026: \$6833-2 months of continuing the FY25 price <p>Pricing valid if signed by August 31, 2022.</p> <p>Includes:</p> <ul style="list-style-type: none"> ● Remix licenses for an unlimited number of users within organization. ● Software as a Service (SaaS): fully hosted, cloud-based web platform. ● Platform functionality as described on page 1 with continuous improvements released throughout the course of the contract ● Dedicated Customer Success staff ● Premium Enterprise Support: response to requests in 1 business day
Marketing Terms	<p>Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.</p>

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Renewal will be governed by the same law as the Agreement.

Signatures on following page.

REMIX TECHNOLOGIES LLC

By:

Name:

Title:

Date:

**RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTION AUTHORITY**

By:

Name: Charles E. Lattuca

Title: CEO

Date:

Remix Billing InformationAttn

Accounts Receivable

Address10 Crosby St, Floor 2
New York, NY 10013Email

AR@ridewithvia.com

Customer Billing InformationAttn

Accounts Receivable

Address4600 Emperor Blvd. Suite 100
Durham, NC 27703Email

Invoice@gotriangle.org

Phone

919-485-7435

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Reviewed and approved as to legal form.

Saundra Freeman, CFO

T. Byron Smith, General Counsel



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees Operations & Finance Committee
FROM: Finance and Administrative Services
DATE: July 28, 2022
SUBJECT: Amendment to Procurement Manual Cost Thresholds and Approval Level

Strategic Objective or Initiative Supported

Approach: Actively seeking the financial resources to fund the county transit plans

Action Requested

Staff requests that the Committee recommend Board approval of the proposed purchasing cost thresholds listed below and delegate authority for approval for Apparatus, Supplies, Materials and Equipment (ASME) purchases to the President/CEO.

Type of Purchase	Current Thresholds	Proposed/New Cost Thresholds
Construction and Repair	<\$300,000	<\$500,000
Professional Services	<\$100,000	<\$250,000
ASME	<\$90,000	<\$250,000 <i>approval level President/CEO</i>

Background and Purpose

The Board delegates certain authorities to the President and CEO related to many areas, including procurement. Over time, the Board has amended the procurement thresholds to carry out responsibilities without seeking Board approval. The last amendment was on June 24, 2015.

In 2018, the Office of Management and Budget (OMB) issued a memorandum increasing the bid thresholds under the Uniform Guidance (UG) to \$10,000 for Micro-Purchase and \$250,000 for the Simplified Acquisition. GoTriangle's requested threshold increases are in line with FTA and other local government agencies.

To account for seven years since our last amendment and our current environment of inflation, we find it necessary to make adjustments to the current procurement thresholds and Delegation of Authority. This will ensure an efficient operation in the Procurement Department and allow for procurement tasks to be carried out without delay.

Financial Impact

None

Attachments

- None

Staff Contact

- David Moore, 919-485-7559, dmoore@gotriangle.org





Connecting all points of the Triangle

FY2023 Conference Requests

updated for increased estimated expenses

October 9-12, 2022	APTA TRANSform Conference Seattle, WA	
	1. Renée Price [only request]	3,500
	Total	3,500
October 30 – Nov. 2, 2022	Rail~Volution Conference Miami, FL	
	1. Brenda Howerton	3,500
	2. Elaine O'Neal	3,500
	Total	7,000
TBD 2023	Regional Transportation Alliance [RTA] Leadership Briefing & Tour	
	1. Jennifer Robinson [2 nd choice]	3,000
	2. Will Allen [1 st choice]	3,000
	3. Sig Hutchinson	3,000
	4. Brenda Howerton	3,000
	5. Elaine O'Neal	3,000
	6. Corey Branch [only request]	3,000
	Total	18,000
TBD 2023	Greater Raleigh Chamber of Commerce Inter-City Visit & Leadership Conference	
	1. Jennifer Robinson [1 st choice]	3,500
	2. Will Allen [2 nd choice]	3,500
	3. Sig Hutchinson	3,500
	Total	10,500
Total Budget		\$ 40,000
Total Travel Requests		39,000
Local Events		4,000
Balance Remaining		(\$ 3,000)

**Local events such as the RTA Annual meeting and transportation breakfast, State of the Region, Chamber events, etc. also come out of this budget.*





Connecting all points of the Triangle

FY2023 Travel Requests by Member

updated for increased estimated expenses

Jennifer Robinson

1. Raleigh Chamber of Commerce Inter-City Visit & Leadership Conference | TBD 2023 \$3,500
2. Regional Transportation Alliance [RTA] Leadership Briefing & Tour | TBD 2023 \$3,000

Will Allen III

1. Regional Transportation Alliance [RTA] Leadership Briefing & Tour | TBD 2023 \$3,000
2. Raleigh Chamber of Commerce Inter-City Visit & Leadership Conference | TBD 2023 \$3,500

Vivian Jones

- No requests

Renée Price

1. APTA TRANSform Conference [Seattle] | Oct. 9-12, 2022 \$3,500

Brenda Howerton

- Rail~Volution [Miami] | Oct. 30 – Nov. 2, 2022 \$3,500
- Regional Transportation Alliance [RTA] Leadership Briefing & Tour | TBD 2023 \$3,000

Sig Hutchinson

- Regional Transportation Alliance [RTA] Leadership Briefing & Tour | TBD 2023 \$3,000
- Raleigh Chamber of Commerce Inter-City Visit & Leadership Conference | TBD 2023 \$3,500

Elaine O'Neal

- Rail~Volution [Miami] | Oct. 30 – Nov. 2, 2022 \$3,500
- Regional Transportation Alliance [RTA] Leadership Briefing & Tour | TBD \$3,000

Corey Branch

1. Regional Transportation Alliance [RTA] Leadership Briefing & Tour | TBD 2023 \$3,000

Total Budget	\$ 40,000
Total Travel Requests	39,000
Local Events	4,000
Balance Remaining	(\$ 3,000)

**Local events such as the RTA Annual meeting and transportation breakfast, State of the Region, Chamber events, etc. also come out of this budget.*

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Board of Trustees
DATE: August 14, 2022
SUBJECT: Appointment of Nominating Committee

Action Requested

Appoint Nominating Committee for Board officers to be elected in September for a one-year term.

Background and Purpose

Article III, Section 2 of the bylaws outlines the process for electing officers of the Board [see excerpt in italics below]. Three voting members, one from each of the counties with GoTriangle's jurisdiction, shall serve as a Nominating Committee. The election will be held at the Board's September meeting.

Section 2. Election and Term of Office.

A. *Board Member Officers.* The officers of the Board shall be elected annually at a September meeting of the Board for terms to expire on September 30 of the following year. The Chair of the Board may not serve successively more than the greater of two successive full one year terms or thirty-six months including portions of unexpired terms. The Board shall name three of its members, one voting member from each of the counties within the Authority's jurisdiction to serve as a nominating committee for officers of the Board at a July meeting of the Board. The nominating committee shall not be a standing committee or an ad hoc committee under the provisions of these by-laws. The Chair of the Board, or another member designated by the Chair, shall preside at the election. If the election of officers shall not be held at a September meeting, such election shall be held as soon thereafter as is convenient to the Board. Each officer of the Board shall hold office until his/her successor shall have been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with law.

Staff Contact

- Michelle Dawson, 919-485-7438, mdawson@gotriangle.org



**BOARD OF TRUSTEES
OPERATIONS & FINANCE COMMITTEE
MEETING MINUTES**

4600 Emperor Boulevard
Suite 100
Durham, NC 27703

Thursday, August 4, 2022

8:30 a.m.

Remote | Microsoft Teams

Committee members present | Sig Hutchinson, Renée Price, Jennifer Robinson

Committee members absent | Corey Branch, Valerie Jordan, Stelfanie Williams [excused]

Committee Chair Renée Price officially called the meeting to order at 8:34 a.m. A quorum was present.

I. Adoption of Agenda

Action: A motion was made by Hutchinson and seconded by Robinson to adopt the agenda.

II. Approval of Minutes

Action: A motion was made by Robinson and seconded by Hutchinson to approve the minutes of June 2, 2022. Upon vote by roll call, both motions were carried unanimously.

III. Property Acquisition for Bus Stop Improvements

Gary Tober presented a request for right of way acquisition for improvements at 79 bus stops identified in the Durham County Transit Plan. He said if a property owner is unwilling to convey the needed right of way GoTriangle would not pursue condemnation. He added that any right of way estimated over \$10,000 would be appraised. Tober said that property owners would be contacted prior to costly design and engineering work.

Action: A motion was made by Robinson and seconded by Hutchinson to recommend the Board authorize staff to acquire the right of way needed for bus stop improvements in order to make improvements at the bus stop locations identified in Table 1. Upon vote by roll call, the motion was carried unanimously.

IV. Renewal of Remix Software Contract

Katharine Eggleston explained that Remix is a specialized transit planning software used for service planning for GoTriangle and GoDurham services. She said it is used to evaluate minor modifications to routes as well as service expansions. The software also is used to perform the Title VI analysis. The cost of the contract is split with the City of Durham. The request is for a three year renewal.

Robinson asked if the software includes a route optimization analysis. David Jerrido responded that the software calculates the difference in cost, running time and number of buses required for a service modification.

Action: A motion was made by Hutchinson and seconded by Robinson to recommend that the Board renew its contract with Remix for transit planning software for an additional term of from September 1, 2022 – August 31, 2025, with a maximum dollar amount of \$113,167 and

authorize the President/CEO to execute the renewal consistent with those terms. Upon vote by roll call, the motion was carried unanimously.

V. Amendment to Procurement Manual Cost Thresholds and Approval Level

David Moore requested an increase in current procurement cost thresholds. He stated that increasing the President/CEO's threshold would improve efficiency in procurement and prevent delays. He stated that inflation has created the necessity for Board approval for simple procurements. Increases are requested in three categories:

- Construction or repair increase from <\$300,000 to <\$500,000
- Professional services or service contracts increase from < \$100,000 to <\$250,000
- Apparatus, Supplies, Materials, Equipment [ASME] increase from <90,000 to <\$250,000

Moore said that several factors were used to determine the increased thresholds: 1) federal cost circular thresholds 2) NCGS cost thresholds and 3) local government agency trends. He said the increases are consistent with these. He added that GoTriangle has not increased its thresholds in seven years.

Committee members were reminded that the Board receives notice each month of all contracts approved by the President/CEO.

Action: A motion was made by Hutchinson and seconded by Robinson to recommend that the Board approve the proposed increased purchasing cost thresholds and delegate authority for approval for Apparatus, Supplies, Materials and Equipment [ASME] purchases to the President/CEO. Upon vote by roll call, the motion was carried unanimously. The matrix is attached and hereby made a part of these minutes.

VI. Recommended Updates to Bylaws

Byron Smith reviewed the changes recommended to the Board's bylaws following a thorough review by staff. He stated that many of the changes are non-substantive; however, one substantive change would give the General Counsel delegation authority as is granted to the President/CEO in Article III Section 5. Another recommendation would allow staff to make non-substantive changes to the bylaws. Smith added that the ethics and conflicts of interest issue is undergoing legal review. He pointed out other areas of the bylaws that the Board may wish to discuss possible amendments. He said that staff is not making a recommendation on these, but is flagging for Board consideration: making officer terms consistent with committee terms and looking at the areas of responsibilities of the Board's ad hoc committees to make them more balanced and also look further at the Personnel Committee's responsibility. Smith reported that five different wordings of GoTriangle's EEO policy has been discovered and staff is reviewing the policy to make sure it is up-to-date with federal and state law and consistent throughout the organization. He stated that a recommendation will be brought back.

Committee Chair Price shared comments provided by Will Allen, who was uncomfortable allowing staff to make non-substantive changes to the bylaws, stating "non-substantive" is subject to interpretation.

Action: A motion was made by Hutchinson and seconded by Robinson the Committee voted to recommend that the Board approve the proposed amendments to the bylaws and to continue work on the other items identified [ethics and conflict of interest, officer and committee terms, committee responsibilities and EEO policy]. Upon vote by roll call, the motion was carried unanimously.

VII. Recommended Updates to Rules of Procedure

Deferred to next meeting due to time.

VIII. Update on State of Emergency

Byron Smith stated that the Governor's State of Emergency in North Carolina would end August 15. He said Article II, Section 6 of the Board's bylaws would govern attendance, which defines present as "physically present" and limits the number of meetings members can attend by telephone or video conference to two per year. He noted that compensation would be made only to members who are physically present.

Robinson suggested an amendment to the bylaws to allow virtual meetings to continue. She stated that members traveling for work would be able to participate with a virtual option.

IX. Adjournment

Action: On motion by Hutchinson the meeting was adjourned at 9:38 a.m.

Prepared by:

Michelle C. Dawson, CMC
Clerk to the Board of Trustees



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: General Counsel and Clerk to the Board
DATE: August 17, 2022
SUBJECT: Amendments to Bylaws

Action Requested

The Operations & Finance Committee recommends the Board approve the staff recommended amendments to the bylaws as outlined in this memorandum and shown in the red-lined bylaws document attached.

Additional amendments to allow remote meetings of the Board have been prepared upon request at the Operations & Finance Committee meeting. An explanation of those changes is provided in this memo and a separate red-lined document shows the changes.

Background and Purpose

Board members and staff have recognized the need for a comprehensive review of the bylaws for some time. Over the summer break the General Counsel and Clerk to the Board undertook a review and are recommending the changes highlighted below to reflect current practice and assure consistency with other policies and procedures. A full red-lined version of the changes is attached to the memorandum.

Current language or Section	Location in document	Recommendation
by-laws	throughout	bylaws [no hyphen]
Website	throughout	website [lower case]
electronic mail	throughout	email
Triangle Transit Authority	throughout	GoTriangle or Board
calling special meeting	Article II Section 4	Make consistent with rules of procedure
notice of special meeting	Article II Section 5	Make consistent with rules of procedure
vacancies	Article III Section 4	Refer to NCGS
General Counsel designee	Article III Section 5	Add language like President/CEO for General Counsel designee

Current language or Section	Location in document	Recommendation
Notice of Special Tax Board meeting	Article V Section 5	Update and clarify language
Amendments to bylaws	Article X	Allow staff to correct clerical errors without board approval
Amendments to bylaws	Article X	Authorize staff to review bylaws and recommend changes when law changes

In addition to the changes outlined above, we identified several areas for conversation and consideration of amendments. The Committee agreed and directed us to continue our work on the areas highlighted below. A brief summary of the issues and status of the review is provided.

- **Article II, Section 7 - Conflict of Interest**

Recent questions about the definition of conflict promoted this review. Article II, Section 7 of the bylaws references GoTriangle's Ethics Policy to determine conflict of interest. This policy has not been updated since 2003. Legal staff currently is reviewing.

- **Article III, Section 2 and Article IV, Section 1 - Officer and committee terms**

Pursuant to the bylaws, officer elections occur every September with officer terms expiring on September 30 of the following year. Also pursuant to the bylaws, the vice-chair, secretary and treasurer serve as committee chairs; however, committee members serve by appointment of the Chair for terms of one calendar year.

- **Article IV, Section 1C - Committee responsibilities**

This item stems from recent questions about the ambiguity of the Personnel Committee's responsibilities as well as the imbalance in the workload of GoTriangle's other standing committees. The Operations & Finance Committee has always had the heaviest workload.

- **Article XI - Equal Opportunity Employer**

The review of the bylaws uncovered five different wordings of GoTriangle's statement regarding equal opportunity. Staff has conducted a review of federal and state law and is prepared to make a recommendation for an amendment to the EEO policy statement at the September Operations & Finance Committee.

Once staff has completed its review of these additional areas, a report will be made to the Operations & Finance Committee for a recommendation to the full Board.

- **Article II, Sections 6 and 9 – Quorum and compensation**

As a result of the termination of the Governor's State of Emergency in North Carolina on August 15, 2022, unlimited remote meetings by individual Board members are prohibited



unless amended by the Board. A request was made at the Operations & Finance Committee meeting to amend the bylaws to allow for remote meetings of the Board and for continued compensation to board members who attend remotely. A second red-lined document is attached with recommended language for these changes. This change was not considered by the Operations & Finance Committee.

Financial Impact

There is no financial impact for the staff recommended amendments. Should the additional amendments be adopted, Board members attending remotely would be receive compensation. Previously only members physically attending meetings were compensated.

Attachments

- Recommended bylaws amendments [red-lined]
- Additional bylaws amendments [red-lined]

Staff Contacts

- Byron Smith, 919-485-7561, bsmith@gotriangle.org
- Michelle Dawson, 919-485-7438, mdawson@gotriangle.org



~~BY-LAWS~~BYLAWS OF THE RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

Adopted by the Board of Trustees April 18, 1991

Revised: August 28, 1996; January 27, 1999; February 24, 1999; June 25, 2003; September 24, 2003;
December 15, 2004; November 28, 2012; August 28, 2013; July 25, 2018; December 18, 2019;
August 25, 2021; December 15, 2021; August 24, 2022

Preamble

This public body corporate, having been created pursuant to the Regional Public Transportation Authorities Act, North Carolina General Statutes Chapter 160A, Article 26 (the "Act"), and by resolutions of the Boards of Commissioners of Durham, Wake and Orange counties, endorsed by the municipalities of Raleigh, Durham, Chapel Hill and Cary, and as chartered by the Secretary of State on December 1, 1989, is named the Research Triangle Regional Public Transportation Authority (the "Authority"); and pursuant to Section 610 of the Act, the Authority's Board of Trustees (the "Board") has the power to make such ~~by-laws~~bylaws for its government as it may deem appropriate, not inconsistent with the Act. The ~~by-laws~~bylaws of the Board are as follows:

ARTICLE I

Offices

The principal executive offices and the principal operating offices of the Authority shall be located within the counties of Durham, Orange or Wake, State of North Carolina. The Authority may have offices at such other places within the State of North Carolina as the business of the Authority may require or make desirable as determined by the Board.

ARTICLE II

Board of Trustees

Section 1. General Powers. The property, affairs, and business of the Authority shall be managed by or under the direction of the Board to the extent of the powers and authority granted or delegated to the Board by the Act.

Section 2. Number, Tenure, and Qualifications. The Board shall be composed of thirteen (13) members (ten voting and three non-voting) whose qualifications, appointments and terms of office shall be as provided in NCGS § 160A-605 and -606(c), each as amended from time to time.

Section 3. Regular Meetings. Regular monthly meetings of the Board shall be held at such places and at such times as the Board may from time to time determine. Notice of such meetings shall be given in accordance with Section 5 of Article II.

Section 4. Special Meetings. Special meetings of the Board may be called by the Chair of the Board or any two or more Board members. Such request shall state the purpose of the proposed special meeting. The person or persons authorized to call special meetings of the Board may fix any time and place as the time and place for

holding any special meeting of the Board called by them, and such time and place shall be stated in the notice of the special meeting required by Section 5 of this Article II, provided that the place shall be within the territorial jurisdiction of the Authority unless a different place for the special meeting has been approved by the Board. The Clerk to the Board shall be informed of the call of such special meetings sufficiently in advance to enable him/her to give the notice required by Section 5 of this Article II.

Section 5. Notice. Written notice of any Board meeting shall be given by the Clerk to the Board ~~to all Board members~~ at least ~~five working days~~ 48 hours prior to the scheduled date of the meeting ~~and to any interested or affected party~~ in accordance with the North Carolina Open Meetings laws. The notice may be ~~delivered personally, mailed to each Board member at his/her last known business address, delivered by telegram, delivered via electronic mail, mailed,~~ or delivered to each newspaper, wire service, radio station, television station and person who has filed a written request for notice with the Clerk to the Board and to each Board member via facsimile machine. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail, properly addressed, with sufficient first class postage thereon prepaid. ~~If notice is given by telegram, such notice shall be deemed to have been delivered when the telegraph is delivered to the telegraph company and the proper delivery fee is paid.~~ If notice is given by electronic email, such notice shall be deemed to have been delivered when the message is sent to the electronic email address on record. ~~If telecopied, such notice shall be deemed to have been delivered when sent via facsimile machine, to the proper name and facsimile number.~~ Notice of any Board meeting may be waived by instrument in writing executed before or after the meeting. Attendance of a Board member at, or his/her participation in, any meeting shall constitute a waiver of notice of such meeting by such Board member, except when a Board member attends a meeting solely for the purpose of objecting to the holding of the meeting or the transacting of any business and does not thereafter vote for or assent to action taken at the meeting, when objection shall be voiced at the beginning of the meeting (or promptly upon said Board member's arrival), and such objection shall be entered into the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board need be specified in the notice or waiver of notice of such meeting except in the event of a regular Board meeting at which a proposed resolution for the issuance of revenue bonds of the Authority will be considered and except as otherwise required by these ~~by laws~~ by laws. Notice of any special meeting of the Board shall state the purpose or purposes for which such meeting is called. Together with the notice of any regular Board meeting, each Board member shall be provided with an agenda listing each and every item upon which action is to be taken at such meeting. By verbal or written notice to the Clerk to the Board made three working days in advance of said meeting, any Board member may have any item placed on said agenda. Any matter may be proposed, discussed, or debated at a regular meeting of the Board, but no item may be acted upon unless listed in the aforesaid agenda or unless the matter is first placed upon said agenda by the vote of a majority of the members of the Board present at such regular meeting.

Section 6. Quorum. Six (6) voting members of the Board of Trustees shall constitute a quorum for the transaction of business. Once a quorum is established for the transaction of business, a Board member who has

withdrawn from a meeting without being excused by a majority of the remaining Board members present shall be counted as present for purposes of determining whether or not a quorum is present. If a quorum shall not be present at any meeting of the Board, a majority of the Board members present may adjourn the meeting to another time and place. Notice of any such adjourned meeting shall be given to all Board members in accordance with Section 5 of this Article II. "Present" as used in Sections 5, 6, and 7 of this Article II shall mean physical attendance or attendance via telephone or video conferencing provided that at least the Chair or Vice-Chair, one other officer, and two other voting members of the Board are physically present at the meeting. In any fiscal year a voting or non-voting member may attend no more than two meetings via telephone or video conferencing.

Section 7. Manner of Acting. On any question presented, the number of members present shall be recorded by the Clerk to the Board. Except as provided by NCGS § 160A-605(a)(4) as amended from time to time, each member shall have one vote; however, the three members of the Board of Transportation appointed by the Secretary of Transportation serve as ex-officio non-voting members. Provided that the act receives a minimum of four affirmative votes, the act of a majority of the Board members with the power to vote present or deemed present pursuant to Section 6 of this Article II at any properly called meeting at which there is a quorum shall be the act of the Board. Board members entitled to vote who are attending a meeting via telephone or video conferencing may vote orally as long as clearly heard and recorded by the Clerk. No person shall be entitled to exercise a proxy vote for any Board member. Except as provided in Section 5 of this Article II, any member attending a meeting may abstain from voting only if he or she has a conflict of interest as determined pursuant to law or the Authority's ethics code approved by the Board from time to time. A non-vote by an attending Board member, or by a Board member who has withdrawn without being excused by a majority vote of the remaining members present, shall be counted as an affirmative vote, except when a Board member attends a meeting solely for the purpose of objecting to the holding of the meeting or the transacting of any business as prescribed in Section 5 of this article, or unless the Board member has been excused by Board action pursuant to Section 6 of this Article II or he or she abstains pursuant to this Section 7.

Section 8. Vacancies. Any vacancy occurring among the members of the Board by reason of death, resignation, disqualification, incapacity to serve, removal from office in accordance with law, or otherwise, shall be filled in the manner provided for by the Act. No vacancies on the Board shall impair the power of the Board to transact any and all business of the Authority and perform all its duties as provided for by the Act.

Section 9. Compensation. Each appointed member of the Board shall be paid by the Authority the sum of fifty (\$50.00) dollars for each official meeting of the Board of Trustees and each duly appointed committee he/she physically attends as an appointed member. The minutes of each official meeting of the Board or a committee shall reflect each member of the Board in attendance. Each member of the Board may also be reimbursed for actual expenses necessarily incurred by him/her in the performance of his/her duties, as authorized by the Board.

Section 10. Parliamentary Rules. Except where inconsistent with the Act or these ~~by-laws~~bylaws, the current adopted version of the ~~Triangle Transit Authority Board's -of Trustees~~ Rules of Procedure shall govern ~~the its~~ proceedings ~~of the Board~~ and its committees.

Section 11. Removal. Each member of the Board may be removed with or without cause by his/her appointer(s) pursuant to NCGS § 160A-606. If the appointment was made jointly by two boards, the removal must be concurred with by both.

ARTICLE III Officers, Agents, and Employees

Section 1. Number.

A. Officers of the Board. The Board shall annually elect a Chair, a Vice-Chair, a Secretary, and a Treasurer. The Chair and Vice-Chair shall be elected from among the voting members of the Board, and shall have been appointed to the Board by appointing authorities within different counties of the Authority's jurisdictional counties pursuant to NCGS § 160A-605(a). The Secretary and Treasurer also shall be elected from among the voting members of the Board. A Board member may hold only one office on the Board at any one time. Each newly elected Chair shall have been appointed by an appointing authority pursuant to NCGS § 160A-605(a) within a county different from his/her predecessor except, if the outgoing Vice-Chair of the Board at the time of said election is unwilling or unable for any reason to serve as said newly elected Chair, then said newly elected Chair may be elected from among the voting members of the Board and may have been appointed by an appointing authority within the same county as the appointing authority that appointed the predecessor Chair.

B. Non-Board Member Officers. A President and Chief Executive Officer (CEO) of the Authority shall be appointed and employed; as needed by the Board as an officer of the Authority. Such President and CEO of the Authority shall not be a member of the Board. A General Counsel of the Authority shall be appointed and employed; as needed by the Board as an officer of the Authority. Such General Counsel of the Authority shall not be a member of the Board. A Clerk to the Board shall be appointed and employed; as needed by the Board as an officer of the Authority. Such Clerk to the Board shall not be a member of the Board. The Board at any time and from time to time may also appoint such other Non-Board officers as it shall deem necessary, including but not limited to, an Assistant Secretary and an Assistant Treasurer, who shall hold their offices for such terms as shall be determined by the Board and who shall exercise such powers and perform such duties as shall be determined from time to time by the Board: provided, however, that while any bonds issued by the Authority remain outstanding, the powers, duties, or existence of its officers, employees, or agents shall not be diminished or impaired in any manner that will affect adversely the interest and the rights of the holders of such bonds. Non-Board member officers shall not be members of the Board or related to any Board member.

Section 2. Election and Term of Office.

A. Board Member Officers. The officers of the Board shall be elected annually at a September meeting of the Board for terms to expire on September 30 of the following year. The Chair of the Board may not serve

successively more than the greater of two successive full one year terms or thirty-six months including portions of unexpired terms. The Board shall name three of its members, one voting member from each of the counties within the Authority's jurisdiction to serve as a nominating committee for officers of the Board at a July meeting of the Board. The nominating committee shall not be a standing committee or an ad hoc committee under the provisions of these ~~by-laws~~bylaws. The Chair of the Board, or another member designated by the Chair, shall preside at the election. If the election of officers shall not be held at a September meeting, such election shall be held as soon thereafter as is convenient to the Board. Each officer of the Board shall hold office until his/her successor shall have been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve, or removal in accordance with law.

B. Non-Board Member Officers. The Non-Board Member officers of the Authority shall be appointed by the Board and shall hold office for such term or period of time as the Board may prescribe or contract.

Section 3. Removal. Any officer, agent, or employee of the Authority appointed or employed by the Board may be removed by the Board whenever in its judgment the best interest of the Authority will be served thereby, but such removal shall not prejudice the contract rights, if any, of the person so removed. Appointment or employment of an officer, agent, or employee shall not of itself create any contract rights.

Section 4. Vacancies. A vacancy in any office of the Authority because of death, resignation, disqualification, incapacity to serve, removal from office in accordance with law, or otherwise, ~~may~~shall be filled ~~by the Board in accordance with NCGS § 160A-606 (c), such appointment by the Board to continue until the expiration of the current term of office which has become vacant.~~

Section 5. Duties.

A. Board Member Officers.

1. Chair of the Board. The Chair of the Board shall have the following powers and duties:

- (a) He/she shall preside, when present, at all meetings of the Board.
- (b) He/she may suspend or remove any officer of the Authority, subject to ratification or reinstatement by the Board, whenever in his/her judgment the best interest of the Authority would be served thereby.
- (c) He/she shall determine by inspection and investigation if all orders and resolutions promulgated by the Board are being carried into effect, and he/she shall report from time to time his/her findings to the Board.
- (d) He/she may sign and execute, for and on behalf of the Authority, all contracts of insurance, bonds, deeds, mortgages, debentures, contracts, or any other instruments of whatever nature which the Board has authorized to be executed; and he/she may adopt a facsimile signature to be utilized for such purposes.

(e) He/she shall perform, in general, all duties incident to the office of Chair of the Board and such other duties as may be prescribed by these ~~by laws~~bylaws or assigned to him/her by the Board from time to time.

2. Vice-Chair of the Board. The Vice-Chair of the Board shall have the power and authority of the Chair, shall perform the duties of the Chair in case of disability or absence of the Chair, or when requested to perform such duties by the Chair, and shall perform such other duties as may from time to time be assigned to him/her by the Chair or by the Board.

3. Secretary of the Authority. The Secretary of the Authority shall have the following powers and duties:

(a) He/she shall, as may be necessary or appropriate, execute or affix the seal of the Authority to all contracts of insurance, bonds, deeds, mortgages, debentures, contracts, or any other instruments or documents of whatever nature which the Board has authorized to be executed or which any Board member, officer, or staff member of the Authority has authority to execute, and attest to same. The Secretary may adopt a facsimile signature to be utilized for such purposes.

(b) He/she shall perform, in general, all the duties incident to the office of the Secretary, and such other duties as may from time to time be assigned to him/her by the Board.

(c) An Assistant Secretary of the Authority shall have the authority when appointed to perform all the duties and exercise all the powers of the Secretary in case of the absence or disability of the Secretary, or upon request of the Chair or the Secretary.

4. Treasurer of the Authority. The Treasurer of the Authority shall have the following powers and duties:

(a) He/she shall give a corporate surety bond for the faithful performance of his/her duties as Treasurer in such sum and with such security or securities as the Board shall determine.

(b) He/she shall perform, in general, all the duties incident to the office of Treasurer, and such other duties as may from time to time be assigned to him/her by the Board.

(c) An Assistant Treasurer of the Authority shall have the authority when appointed to perform all the duties and exercise all the powers of the Treasurer in case of the absence or disability of the Treasurer, or upon request of the Chair or the Treasurer.

B. President and Chief Executive Officer (CEO). The President and CEO of the Authority shall be a full-time employed officer of the Authority who shall not be a member of the Board. The President and CEO shall have all the power and authority delegated to him/her in accordance with law, including but limited to, the following:

1. He/she shall have general and active supervision of the business and affairs of the Authority; and he/she shall be responsible for the administration of the Authority, including general supervision of the policies of the Authority and general and active supervision of the financial affairs of the Authority.

2. He/she shall have the power and authority to employ and discharge all personnel, he/she shall have general superintendence and direction of all employees of the Authority, and he/she shall see that their respective duties are properly performed. However this power and authority does not apply to the Clerk to the Board, the General Counsel, or to the employees of the General Counsel.

3. He/she may enter into and execute, for and on behalf of the Authority, all contracts of insurance, bonds, deeds, debentures, contracts, or any other instruments or documents of whatever nature which require Board approval and which the Board has authorized to be executed without designating an authorized signatory therefor.

4. He/she shall have the power and authority without Board approval but within budgetary and other limitations established by the Authority, to enter into and execute contracts for and on behalf of the Authority for construction, alterations, supplies, equipment, repairs, maintenance, and services; and for the purchase, sale, or lease of any property. He/she shall report monthly to the Board the actions taken pursuant to this authority.

5. He/she shall have the power and authority to approve and execute change orders and to enter into and execute such amendments to any contract to which the Authority is a party as may be necessary or convenient to meet the Authority's needs, so long as the expenditures under any such contract as amended do not exceed the amount authorized by the Board for expenditure with respect to any such contract.

6. He/she shall have the power and authority to accept and approve performance by any contractor under any contract with the Authority, except with respect to final acceptance of construction contracts.

7. He/she shall have the power and authority to adopt procedures and guidelines to administer, supervise, and coordinate all projects developed by the Authority; and he/she shall have general supervisory control over all relationships between the Authority and its contractors.

8. He/she shall have the power, authority, and duty to coordinate the development of all data, plans, and information with regard to the development, utilization, and improvement of mass transportation in the service area of the Authority as defined by NCGS § 160A-609, as amended from time to time.

9. He/she shall have the power and authority to sign on behalf of the Authority any and all checks, drafts, notes, or other orders for the payment of money issued in the name of the Authority and to adopt a facsimile signature to be utilized for such purposes.

10. He/she shall have the power and authority to establish, transfer, or discontinue petty cash, capital grant, payroll, and any other special accounts as he/she deems necessary and convenient to the sound management of the Authority's financial affairs. Bank depositories shall be selected by the Board pursuant to specific resolutions from time to time.

11. He/she shall have such other powers and perform such other duties as are specifically imposed upon him/her by law.

12. He/she shall perform, in general, all duties incident to the office of President and CEO, and such other duties as may from time to time be prescribed by the Board.

13. In addition to and not in limitation of the foregoing, the President and CEO shall have the power and authority to enter into and execute any and all instruments of whatever nature for and on behalf of the Authority in furtherance of the Authority's obligations and powers under the Act within budgetary and other limitations established by the Authority.

14. Whenever the term President and CEO appears in these ~~by-laws~~bylaws, it shall include his/her designee who shall have, within the limits of the authority delegated to him/her in writing by the President and CEO, the same power and authority to act as the President and CEO. The President and CEO shall maintain a permanent record of all such delegations of authority and power.

C. General Counsel. The Authority may retain a General Counsel who shall not be a member of the Board. The General Counsel of the Authority shall be a full-time employed officer of the Authority and shall have all the power and authority delegated to him/her in accordance with law, including but limited to, the following:

1. The General Counsel shall be ultimately responsible for all legal proceedings and affairs of the Authority and shall have general supervisory professional responsibility for all the Authority's legal affairs, except as limited by the Authority. The General Counsel shall advise and consult with the Authority on legal matters in all areas of concern to the Authority as required from time to time.

2. The General Counsel shall perform, in general, all the duties necessary to assure that the Authority acts within its legal and fiduciary responsibilities and such other duties as may from time to time be required in order to fulfill its responsibilities.

3. Whenever the term General Counsel appears in these bylaws, it shall include his/her designee who shall have, within the limits of the authority delegated to him/her in writing by the General Counsel, the same power and authority to act as the General Counsel. The General Counsel shall maintain a permanent record of all such delegations of authority and power.

D. Clerk to the Board of Trustees. The Authority may hire a Clerk to the Board of Trustees who shall not be a member of the Board. The Clerk to the Board shall have all the power and authority delegated to him/her in accordance with law, including but not limited to, the following:

1. He/she shall give notice, attend, and keep a journal of the proceedings of all meetings of the Board of Trustees, its committees and the Special Tax Board.

2. He/she shall be the custodian of all Authority records.

3. He/she shall perform any other duties that may be prescribed by the Board of Trustees.

ARTICLE IV Committees

Section 1. Standing Committees.

A. Establishment. The Authority shall have the following standing committees: Operations & Finance Committee, Planning & Legislative Committee and Personnel Committee. The Operations & Finance Committee and the Planning & Legislative Committee shall consist of three or more members of the Board as may be appointed

by the Chair of the Board. The Authority's secretary shall serve as chair of the Planning & Legislative Committee. The Authority's treasurer shall serve as chair of the Operations & Finance Committee. In the event the Authority's secretary or treasurer is unable or unwilling to serve as committee chair, the Chair of the Board shall appoint another voting member of the Board as committee chair. In making committee assignments, the Chair shall balance committee assignments consistent with jurisdictional representation. The Personnel Committee shall be comprised of the officers of the Board of Trustees plus additional members as may be appointed by the Chair of the Board, with the Vice-chair of the Board serving as chair of the Personnel Committee.

B. Term of Office. The initial members of each standing committee shall serve from the time of appointment until the end of the calendar year of their appointment and members thereafter shall serve by appointment of the Chair for terms of one calendar year each, unless such member is disqualified, dies, resigns, or is removed from such committee or his/her regular office by an act of the Board.

C. Duties. Each standing committee shall conduct official meetings to approve its reports and recommend action to the Board. Each such committee shall have the responsibility to become informed of, and report from time to time to the Board with regard to, the activities of that division of the Authority set opposite the name of the committee below:

Committee

Operations & Finance

Areas of Responsibility

Special Tax Board (the composition and duties of which shall be governed by NCGS § 160A-607.1 notwithstanding anything to the contrary contained in the ~~by-laws~~bylaws)

Budget

Audit and Accounting

Financing

Short-range planning

System start-up

Service planning reviews

Bus routes

Bus purchases

Facility design

Bus fares

Marketing

Ridesharing

~~By-laws~~Bylaws

Contracts

Employee benefits

Planning & Legislative

Long range and strategic planning

Intergovernmental relations (federal, state and local)

Land use issues

Authority goals

Transit corridor planning

Regional transit plan

Personnel

Personnel issues

Nothing in this Section 1 of this Article IV shall be deemed in any way to diminish or otherwise interfere with the responsibility of the President and CEO for the selection, supervision and discharge of employees of the Authority.

D. Ex officio Members. All voting and non-voting members of the Board shall be ex officio members of each standing committee, entitled to all privileges thereof except for the right to vote.

Section 2. Ad Hoc Committees.

A. Establishment. The Chair may designate one or more ad hoc committees, each of which shall consist of three or more members of the Board, one of whom shall be designated as chair, and such other persons as the Chair shall determine. Each ad hoc committee shall have the powers, authority, and duties as provided by the Chair and shall report to the Board any action taken by the committee. Each ad hoc committee shall hold official meetings to approve its reports and make its recommendations to the Board. The Clerk to the Board shall cause the minutes of the meeting at which the Chair designates any such ad hoc committee to reflect the establishment thereof, its powers, duties, membership and such other instructions and information stated by the Chair to be included therein.

B. Term of Office. Unless a different term is established by the Chair, each member of an ad hoc committee shall continue from the time of his/her appointment as such until the end of the calendar year of his/her appointment or reappointment as the case may be, and until his/her successor is appointed, or until the committee shall be sooner terminated, or until such member is disqualified, dies, resigns, or is removed from such committee by the Chair or from his/her regular office in accordance with law.

C. Term of Existence. Each ad hoc committee shall be terminated and dissolved at the end of the calendar year, unless the term thereof shall be extended by the Chair.

D. Ex officio Members. All voting and non-voting members of the Board shall be ex officio members of each ad hoc committee, entitled to all privileges thereof except for the right to vote.

Section 3. Miscellaneous Provisions.

A. Quorum and Manner of Acting. A quorum of any standing or ad-hoc committee shall be determined by the presence of the greater number of either three voting members or a majority of voting members appointed by

the Chair of the Board and in accordance with Section 1 (A) or Section 2 (A) of this Article IV. Once a quorum is established for the transaction of business, a committee member who has withdrawn from a meeting without being excused by a majority vote of the remaining committee members shall be counted as present for purposes of determining whether or not a quorum is present. The affirmative vote of the majority of regular committee members at a properly called meeting at which there is a quorum shall be the act of the committee. Except when a committee member attends a committee solely for the purpose of objecting to the holding of the meeting for the transacting on any business due to improper notice thereof as provided below, committee members may abstain from voting only if he or she has a conflict of interest as determined pursuant to law or the Authority's ethics code approved by the Board from time to time. A non-vote by an attending committee member or by a committee member who has withdrawn without being excused by a majority vote of the remaining committee members shall be counted as an affirmative vote, except when a committee member attends a committee meeting solely for the purpose of objecting to the holding of the meeting for the transacting of any business and does not thereafter vote for or assent to action taken at the meeting and when said objection is voiced at the beginning of the meeting (or promptly upon said committee member's arrival), in which event such objection shall be entered into the minutes of the meeting, or unless, pursuant to this Subsection A, the committee member has been excused or the committee member's abstention is pursuant to this Subsection A. "Present" or "presence" as used in this Section 3 of Article IV means either physical attendance at the meeting, attendance using remote conferencing technology, or a combination of both physical and remote attendance of the committee members. Any use of remote conferencing technology shall provide for simultaneous communication between committee members and for a live audio connection by which the public may listen to the meeting.

B. Meetings. Meetings of standing and ad hoc committees shall be held as frequently as may be required for the proper discharge of each respective committee's duties. The Clerk to the Board shall give at least two working days written notice of regularly scheduled or special committee meetings in the manner prescribed in Article II, Section 5 of these ~~by-laws~~bylaws. The written notice shall specify the physical location of the meeting, if any. If remote conferencing technology is used, the written notice shall specify the means by which the public may listen to the meeting remotely. Except with respect to meetings, which under applicable law may be held in closed session, the public shall be entitled to attend.

C. Responsibility. The designation and establishment of any standing or ad hoc committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Board member, of any responsibility imposed upon it or him/her by law or these ~~by-laws~~bylaws.

D. Rules. Each standing and ad hoc committee may make such rules for the conduct of its affairs as it may deem appropriate, not inconsistent with the Act, these ~~by-laws~~bylaws, or the directives of the appointing authority.

ARTICLE V Special Tax Board

Section 1. General Powers. The Special Tax Board shall have the powers and authority granted by the General Assembly (NCGS § 160A-607.1) or delegated to the Special Tax Board by the Board of Trustees.

Section 2. Number, Tenure, and Qualifications. The Special Tax Board shall be composed of six (6) members, whose qualifications, appointments and terms of office shall be as provided in NCGS § 160A-607.1 as amended from time to time.

Section 3. Meetings. The Special Tax Board shall meet regularly, and not less than annually, at such places and on such dates as are determined by the Special Tax Board. Notice of such meetings shall be given in accordance with Section 5 of Article V.

Section 4. Special Meetings. Special meetings of the Special Tax Board may be called by the Chair of the Special Tax Board on his/her own initiative or by any two members of the board. Such request shall state the purpose of the proposed special meeting. The person or persons authorized to call special meetings of the Special Tax Board may fix any time and place as the time and place for holding any special meeting of the Special Tax Board called by them, and such time and place shall be stated in the notice of the special meeting required by Section 5 of this Article V, provided that the place shall be within the territorial jurisdiction of the Authority unless a different place for a special meeting has been approved by the Special Tax Board. The Clerk to the Board shall be informed of the call of such special meetings sufficiently in advance to enable him/her to give the notice required by Section 5 of this Article V.

Section 5. Notice. Written notice of any Special Tax Board meeting shall be given by the Clerk to the Board to all Special Tax Board members at least five working days prior to the scheduled date of the meeting and to any interest or affected party in accordance with North Carolina Open Meetings laws. The notice may be delivered personally, mailed to each Special Tax Board member at his/her last known ~~business address~~ of record, ~~delivered by telegram, delivered via electronic or emailed, or delivered via facsimile machine.~~ If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail, properly addressed, with sufficient first class postage thereon prepaid. ~~If notice is given by telegram, such notice shall be deemed to have been delivered when the telegraph is delivered to the telegraph company and the proper delivery fee is paid.~~ If notice is given by electronic email, such notice shall be deemed to have been delivered when the message is sent to the electronic email address on record. ~~If telecopied, such notice shall be deemed to have been delivered when sent via facsimile machine, to the proper name and facsimile number.~~ Notice of any Special Tax Board meeting may be waived by instrument in writing executed before or after the meeting. Attendance of a Special Tax Board member at, or his/her participation in, any meeting shall constitute a waiver of notice of such meeting by such Special Tax Board member, except when a Special Board member attends a meeting solely for the purpose of objecting to the holding of the meeting or the transacting of any business and does not thereafter vote for or assent to action taken at the meeting, when objection shall be voiced at the beginning of the meeting (or promptly upon said Special Tax Board member's arrival), and such objection shall be entered into the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Special Tax Board need be specified in the notice

or waiver of notice of such meeting except in the event of a regular Special Tax Board meeting at which a proposed resolution for the issuance of revenue bonds of the Authority will be considered and except as otherwise required by these ~~by laws~~bylaws. Notice of any special meeting of the Special Tax Board shall state the purpose or purposes for which such meeting is called. Together with the notice of any regular Special Tax Board meeting, each Special Tax Board member shall be provided with an agenda listing each and every item upon which action is to be taken at such meeting. By verbal or written notice to the Clerk to the Board made three days in advance of said meeting, any Special Tax Board member may have any item placed on said agenda. Any matter may be proposed, discussed, or debated at a regular meeting of the Special Tax Board, but no item may be acted upon unless listed in the aforesaid agenda or unless the matter is first placed upon said agenda by the vote of a majority of the members of the Special Tax Board present or deemed present pursuant to Section 6 of this Article V at such regular meeting.

Section 6. Quorum. Four (4) members of the Special Tax Board shall constitute a quorum for the transaction of business. Once a quorum is established for the transaction of business, a Special Tax Board member who has withdrawn from a meeting without being excused by a majority vote of the remaining Special Tax Board members present shall be counted as present for purposes of determining whether or not a quorum is present. If a quorum shall not be present (interpreted to mean physically present) at any meeting of the Special Tax Board, a majority of the Special Tax Board members present may adjourn the meeting to another time and place. Notice of any such adjourned meeting shall be given to all Special Tax Board members in accordance with Section 5 of this Article V.

Section 7. Manner of Acting. On any question presented, the number of members present (interpreted to mean physically present) shall be recorded by the Clerk to the Board. Each member shall have one vote. No action, other than an action to recess or adjourn, shall be taken except upon affirmative vote of four or more members of the Special Tax Board. No person shall be entitled to exercise a proxy vote for any Special Tax Board member. Except as provided in Section 5 of this Article V, any member attending a meeting may abstain from voting only if he or she has a conflict of interest as determined pursuant to law or the Authority's ethics code approved by the Board from time to time. A non-vote by an attending Special Tax Board member, or by a Special Tax Board member who has withdrawn without being excused by a majority vote of the remaining members physically present, shall be counted as an affirmative vote, except when a Special Tax Board member attends a meeting solely for the purpose of objecting to the holding of the meeting or the transacting of any business as prescribed in Section 5 of this article, or unless the Special Tax Board member has been excused by Special Tax Board action or his or her abstention is approved pursuant to this Section 7.

Section 8. Vacancies. Any vacancy occurring among the members of the Special Tax Board by reason of death, resignation, disqualification, incapacity to serve, removal from office in accordance with law, or otherwise, shall be filled in the manner provided for by the Act. No vacancies on the Board shall impair the power of the Board to transact any and all business of the Authority and perform all its duties as provided for by the Act.

Section 9. Parliamentary Rules. Except where inconsistent with the Act or these ~~by-laws~~bylaws, Robert's Rules of Order, as from time to time revised, shall govern the proceedings of the Special Tax Board and its committees.

Section 10. Removal. Each member of the Special Tax Board may be removed with or without cause by his/her appointer(s) pursuant to NCGS § 160A-607.1.

Section 11. Officers. The Special Tax Board shall elect annually in January from among its members a chair, vice-chair, secretary and treasurer

ARTICLE VI Contracts, Loans, Checks, Deposits, and Audits

Section 1. Contracts and Instruments. The Board may authorize any officer or officers, or agent or agents of the Board or of the Authority, to enter into any contract or execute and deliver any instrument for and on behalf of the Authority, and such authorization may be general or confined to specific instances; provided, however, that nothing contained in this Article VI, Section 1 of these ~~by-laws~~bylaws shall in any way limit the power and authority conferred on the President and CEO by Article III, Section 5.B of these bylaws or on any other officers by Article III of these ~~by-laws~~bylaws.

Section 2. Loans. No loans shall be contracted on behalf of the Authority, and no evidence of indebtedness shall be issued in its name, unless authorized by resolution of the Board.

Section 3. Checks, Drafts, Etc. All checks, drafts, notes, or other orders for the payment of money issued in the name of the Authority shall be signed by such officer or officers, agent or agents of the Authority and only in such manner as prescribed in these ~~by-laws~~bylaws or as shall be determined from time to time by resolution of the Board; provided, however, that nothing contained in this Article VI, Section 3 of these ~~by-laws~~bylaws shall in any way limit the power and authority conferred on the President and CEO by Article III, Section 5.B of these ~~by-laws~~bylaws.

Section 4. Deposits. All funds of the Authority, except petty cash, shall be deposited from time to time to the credit of the Authority in such banks, trust companies, or other depositories approved by the Board as the Board or President and CEO of the Authority may direct in accordance with applicable law and these ~~by-laws~~bylaws, or such funds of the Authority may be invested from time to time in such securities as the Board or President and CEO may direct and prescribe.

Section 5. Audits. On or before the last day of the first month of the fiscal year, the Board shall annually employ a firm of independent certified public accountants licensed to practice in the State of North Carolina as auditors to make a continuous audit of the financial books, records, and accounts of the Authority. Such auditors shall have no personal interest directly or indirectly in the fiscal affairs of the Authority and shall be experienced and qualified in the accounting and auditing of public bodies. In accordance with the NCGS § 159 Local Government Finance Act, a contract of employment shall be executed with such auditors describing their duties, the audit period to be covered, the professional fees to be paid, the responsibility of the Authority, and other appropriate matters.

The contract shall be awarded on the basis of professional competence in the field of accounting and auditing for public bodies and subject to the rules of ethics of the American Institute of Certified Public Accountants.

ARTICLE VII Indemnification

Section 1. General. Under the circumstances prescribed in Section 3 and 4 of this Article VII, the Authority shall indemnify and hold harmless, to the extent such person is not insured by a policy or policies of insurance, any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Authority) by reason of the fact that he/she is or was a member of the Board or officer of the Authority ("officer of the Authority" for purposes of this Article VII and wherever mentioned herein shall include statutory officers, and staff in the employ, of the Authority and General Counsel, except that General Counsel shall not be indemnified against damages resulting from negligence in performance of services for the Authority) against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably believed to be in or not opposed to the best interests of the Authority, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Authority, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful, ~~notwithstanding~~notwithstanding the foregoing provisions, the Authority shall not indemnify or agree to indemnify any person against liability or for litigation expense he/she may incur as a result of any improper benefit realized by such person.

Section 2. Action by the Authority. Under the circumstances prescribed in Sections 3 and 4 of this Article VII, the Authority shall indemnify and hold harmless, to the extent such person is not insured by a policy or policies of insurance, any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Authority to procure a judgment in its favor by reason of the fact he/she is or was a member of the Board or officer of the Authority against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Authority; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person realized an improper benefit or shall have been adjudged to be liable for intentional malfeasance, misappropriation, or fraud in the performance of his/her duty to the Authority, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. Successful Defense. To the extent that a member of the Board or officer of the Authority has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article VII, or in defense of any claim, issue, or matter therein, he/she shall be indemnified and held harmless against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

Section 4. Award by the Board. Except as provided in Section 3 of this Article VII and except as may be ordered by a court, any indemnification under Sections 1 and 2 of this Article VII shall be made by the Authority only as authorized in the specific case upon a determination by the Board that indemnification of the member of the Board or officer of the Authority is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Sections 1 and/or 2. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members who were not parties to such action, suit, or proceeding, or (2) if such a quorum of disinterested members so directs, pursuant to an opinion written by the firm of independent legal counsel then employed by the Authority. If a person claiming a right to indemnification obtains a non-appealable judgment against the Authority requiring it to pay substantially the amount claimed, the claimant shall be entitled to recover from the Authority the reasonable expense (including reasonable attorneys' fees) of prosecuting the action against the Authority to collect the claim.

Section 5. Advance Payment. Expenses incurred in defending a civil or criminal action, suit, or proceeding as authorized by the Board in the specific case shall be paid by the Authority in advance of the final disposition of such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the member of the Board or officer of the Authority to repay such amount provided it shall ultimately be determined that he/she is entitled to be indemnified by the Authority as authorized in this Article VII.

Section 6. Not Exclusive. The indemnification provided by this Article VII shall not be deemed exclusive of any other right to which the person described hereunder shall be entitled; nor shall it limit or restrict the right of the Board under circumstances it deems fit to indemnify employees of the Authority not expressly covered herein.

Section 7. Insurance. The Authority may purchase and maintain insurance on behalf of any person who is or was a member of the Board or officer of the Authority against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such.

Section 8. Benefit. The indemnification provided herein shall inure to the benefit of the heirs, executors, and administrators of such members of the Board and officers of the Authority.

ARTICLE VIII

Seal

The Board shall adopt a seal which shall be circular in form and which shall have inscribed thereon the name of the Authority and the words "Corporate Seal."

ARTICLE IX

Fiscal Year

The fiscal year of the Authority shall be a fiscal year beginning on the first (1st) day of July of each year and ending on the thirtieth (30th) day of June of the next ensuing year.

ARTICLE X

Amendments to ~~By-Laws~~Bylaws

Except as otherwise provided by the Authority's Charter or ~~by-laws~~bylaws, these ~~by-laws~~bylaws may be altered, amended, or repealed and new ~~by-laws~~bylaws may be adopted by the affirmative vote of not less than six voting members of the Board present at any regular or special Board meeting at which there is a quorum. At least five (5) days' written notice in accordance with the provisions of Article II, Section 5 of these ~~by-laws~~bylaws shall be given of intention to alter, amend, repeal, or adopt new ~~by-laws~~bylaws at any Board meeting; and notice of the general nature of the proposed change in the ~~by-laws~~bylaws shall be given in the notice of meeting.

Under these rules, the staff is authorized to correct clerical errors without board approval.

When the law changes, the staff is authorized to undertake a review of the bylaws to determine changes that may be necessary and present those to the board for consideration as appropriate.

ARTICLE XI

Equal Opportunity Employer

The Authority is an equal opportunity employer and does not discriminate on the basis of race, color, religion, age, sex, marital status, national origin, handicap, or veteran status. This policy covers all aspects of the employment relationship, including hiring, training, promotion, transfers, job assignments, compensation, discipline, termination, and application of all the Authority's policies, procedures, and benefits.

BYLAWS OF THE RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

ARTICLE II Board of Trustees

Section 6. Quorum. Six (6) voting members of the Board of Trustees shall constitute a quorum for the transaction of business. Once a quorum is established for the transaction of business, a Board member who has withdrawn from a meeting without being excused by a majority of the remaining Board members present shall be counted as present for purposes of determining whether or not a quorum is present. If a quorum shall not be present at any meeting of the Board, a majority of the Board members present may adjourn the meeting to another time and place. Notice of any such adjourned meeting shall be given to all Board members in accordance with Section 5 of this Article II. "Present" as used in Sections 5, 6, ~~and 7~~ and 9 of this Article II shall mean physical attendance or attendance via telephone, ~~or~~ video conferencing or other electronic means ~~provided that at least the Chair or Vice Chair, one other officer, and two other voting members of the Board are physically present at the meeting. In any fiscal year a voting or non-voting member may attend no more than two meetings via telephone or video conferencing.~~

Section 9. Compensation. Each appointed member of the Board shall be paid by the Authority the sum of fifty (\$50.00) dollars for each official meeting of the Board of Trustees and each duly appointed committee he/she ~~physically~~ attends as an appointed member. The minutes of each official meeting of the Board or a committee shall reflect each member of the Board in attendance. Each member of the Board may also be reimbursed for actual expenses necessarily incurred by him/her in the performance of his/her duties, as authorized by the Board.

Executed Contracts – June 2022 (< \$100K)

Contract #	Contractor (or subject if no contractor listed)	Contract Amount	Subject	Comments	Pres/CEO Date Executed
22-028	Tri-Tronics AV	\$27,353.72	Board Room Redesign Project	Redesigns board room audio, video, projection and recording software.	06/01/2022
21-072	Town of Cary	\$0	Amendment No. 1	Special Capital Funding Agreement for Bus Infrastructure. Budget outlined in Exhibit A. Term: from Effective Date until Sep 30, 2024.	06/07/2022
22-029	Gallagher Fiduciary Advisors, LLC	\$0	Retirement Agreement: 401(a) Deferred Executive Plan	Fiduciary responsibilities and consulting for the 401(a) Deferred Compensation Executive Plan. The Plan shall pay Gallagher in quarterly installments in arrears and an annual fee for its services of 0.10% of the Plan assets. Term: until either party terminates with 90-day notice.	06/07/2022
22-030	Gallagher Fiduciary Advisors, LLC	\$0	Retirement Agreement: 401(a) Deferred Comp Plan	Fiduciary responsibilities and consulting for the 401(a) Deferred Compensation Plan. The Plan shall pay Gallagher in quarterly installments in arrears and an annual fee for its services of 0.10% of the Plan assets. Term: until either party terminates with 90-day notice.	06/07/2022
22-031	Gallagher Fiduciary Advisors, LLC	\$0	Retirement Agreement: 457(b) Deferred Comp Plan	Fiduciary responsibilities and consulting for the 457(b) Deferred Compensation Plan. The Plan shall pay Gallagher in quarterly installments in arrears and an annual fee for its services of 0.10% of the Plan assets. Term: until either party terminates with 90-day notice.	06/07/2022
19-107	Telecommunication & Industrial Consulting Services Corporation (TELICS)	\$10,482	Task Order No. 14	Issued in accordance with the On-call Real Estate Services contract with TELICS. The term of this agreement shall not exceed 30 days from its inception.	06/10/2022
17-025	HR&A Advisors, Inc.	\$0	Amendment Three	Extension to Jun 14, 2023 with HR&A Advisors, Inc.	06/16/2022
17-049	Zendesk Group	\$54,696	Support Professional and Talk Annual Service Agreement	Zendesk Support and Talk service agreement. The term of this agreement is from Jun 29, 2022 - Jun 28, 2023. Net 30.	06/23/2022
22-033	Janus Associates, Inc. d.b.a. BHS	\$7,394.40	EAP Services	Term: from the effective date and continue for 3-year period. Upon the expiration of the Term, this Agreement will automatically renew in 1-year increments until either party cancels.	06/27/2022
20-034	Kaplan Kirsch & Rockwell LLP	\$350,000	Amendment One	Legal Services as-needed in connection with planning, financing, design, construction, operation and maintenance of public transportation projects. Original Contract amount not to exceed \$200,000 with contract term of 24 months. This increases not-to-exceed cap by \$350,000. (cumulative contract value \$550,000). Hourly rate contract not-to-exceed \$550,000. Term extended to June 30, 2023.	06/27/2022
19-023	Remix Software, Inc.	\$3,333	Amendment Two	Extension of the current agreement to Aug 31, 2022.	06/30/2022
20-022	RB Infrastructure LLC	\$29,977,718	Second Amendment to JDSA and JDA	Amending RUS Bus Joint Development Services Agreement (JDSA) and Joint Development Agreement (JDA) to authorize the developer to continue implementation of the Joint Development project at the RUS Bus site for developer-managed design and construction of the transportation facilities.	06/30/2022

Executed Contracts – July 2022 (< \$100K)

Contract #	Contractor (or subject if no contractor listed)	Contract Amount	Subject	Comments	Pres/CEO Date Executed
874	Skillssoft Corporation	\$22,318.08	Employee Training	Module Training	07/1/2022
876	Tricom Technology.	\$19,066.19	Paratransit Project	Building Project Wiring	07/1/2022
884	White's Tire	\$88,000	Tire Tread Services	Blanket PO for Tire Repair	07/9/2022
22-024	Town of Chapel Hill	\$0	Revenue Agreement	License Fee & Regional Data Technician Fee Agreement	07/9/2022
770	Raleigh Consulting Group	\$16,595	Consulting Services	Change Order for Consulting Services	7/12/2022
890	Velocity Truck Centers	\$80,000	Bus Parts	Blanket PO for Bus Parts	07/18/2022
893	Stone Truck Parts	\$60,753	Bus Parts	Blanket PO for Bus Parts	07/18/2022
892	Kirk's Automotive , Inc.	\$80,000	Bus Parts	Blanket PO for Bus Parts	07/18/2022
889	ABC Companies	\$80,000	Bus Parts	Blanket PO for Bus Parts	07/18/2022
891	Gillig	\$80,000	Bus Parts	Blanket PO for Bus Parts	07/18/2022
901	Steer Davies Gleave	\$27,767.99	Maintenance Agreement	Website Maintenance	07/20/2022
22-028	Bar Construction	\$0	GoTriangle Plaza Building Renovation	Contract Extension	07/21/2022
22-036	NCDOT	\$0	Encroachment Agreement	Right of Way Encroachment Agreement for Wake County Sites 302A and 302B	07/22/2022
22-037	NCDOT	\$0	Encroachment Agreement	Right of Way Encroachment Agreement for Wake County Sites 706	07/22/2022

HR Board Report – August 2022

NEW HIRES

James Carter, Transit Service Planner
 Donyasha (Tasha) Hargrove, Customer Information Specialist
 Marie Afrano, Paratransit Operator I
 Jessica Perkins, Paralegal
 Paul Black, Principal Planner
 Vernon Robertson, Maintenance Supervisor, Electronics
 Lloyd Twine, Bus Operator I
 Reggie Stephens, Regional Data Technician
 Darrel Cozart, Paratransit Operator I
 Jewel Lillie, Customer Information Specialist - Part Time Weekend
 Brezzy Campos, Customer Information Specialist - Full Time
 Dirgha Joshi - Bus Operator I

PROMOTIONS

David Jerrido, Transit Service Planner I to Transit Service Planner II
 Bonnie Guo, Transportation Planner I to Transportation Planner II
 Justin Mbuyi, Bus Operator I to Bus Operator II
 Marcia Hargrove, Paratransit Operator I to Paratransit Operator II
 Joe Turner, Paratransit Operator I to Paratransit Operator II
 Rose Williams, Paratransit Operator I to Paratransit Operator II
 Bernadette Parrish, Sr. Customer Information Specialist to Regional Information Center Supervisor

SERVICE AWARDS

10 years- LaTanya Ballentine

RECRUITING

Building Custodian	Paratransit Dispatcher/Operator
Bus Operator I	Paratransit Operator I
Compliance Specialist – EEO/DBE/Title VI	Public Engagement Supervisor
Database Analyst	Senior Financial Analyst
Diesel Mechanic	Senior Engineer- Design
Director of Regional Partnership	Service Attendant
Electronics Technician	Travel Services Associate



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: EEO/DBE Office
DATE: August 12, 2022
SUBJECT: EEO Quarterly Workforce Analysis

Strategic Objective or Initiative Supported

Providing the skills, staffing and technology needed to meet our objectives

Action Requested

None.

Background and Purpose

Attached is GoTriangle's quarterly EEO report on the status of its workforce. The report includes the total number of employees, new hires, terminations, promotions and EEO job categories. The report also includes the workforce/utilization analysis, which is a statistical breakdown of the EEO categories cross-referenced by race and gender.

The analysis identifies job categories where there is underrepresentation and/or concentration of minorities or women. The analysis helps to determine what race and gender of the workforce is being utilized in each EEO category and allows GoTriangle to set specific measurable hiring and promotion goals in each area of underutilization.

Financial Impact

None at this time

Attachments

- EEO Report ending June 30, 2022

Staff Contact(s)

- Sylvester Goodwin, (919) 485-7518, sgoodwin@gotriangle.org

This page intentionally left blank.



Connecting all points of the Triangle

EEO Quarterly Workforce Analysis

Attached is GoTriangle's quarterly EEO report on the status of its workforce. The report includes the total number of employees, new hires, terminations, promotions, EEO job categories and the workforce/utilization analysis report for the quarter ending June 30, 2022.

Total Staff – Update

Year	Quarter	Total Staff	New Hires	Term/Resign	Turnover %
2022	April - June (2nd)	260	15	26	10.0%

Total staff turnover for the 2nd quarter ended at 10.0%, increasing from 4.2% in the prior quarter.

Operators – Update

Year	Quarter	Total Operators	New Hires	Term/Resign	Turnover %
2022	April June (2nd)	103	6	11	10.67%

Bus Operator turnover for the 2nd quarter ended at 10.67%, increasing from 2.9% in the prior quarter.

New Hires

There were 15 new hires during the quarter in the following EEO categories:

Officials & Mgrs. - BF 1, WF 1
 Professionals - BM 1, WF 1, WM 1
 Administrative - BF 2, WF 1
 Skilled Craft - BM 1
 Operators - BF 5, BM 1

Terminations

Employee turnover totaled 26 employees - (voluntary 23, involuntary 3):

Officials & Mgrs. - WM 1, WF 1
 Professionals - WF 1, WM, 1
 Technicians - BF 1, WM 2, BM, 1
 Administrative - BF 1, WF, 1
 Skilled Craft - BM 2, HM 1
 Operators - BF 8, BM 2, HM 1
 Svc. Maint - BF 2

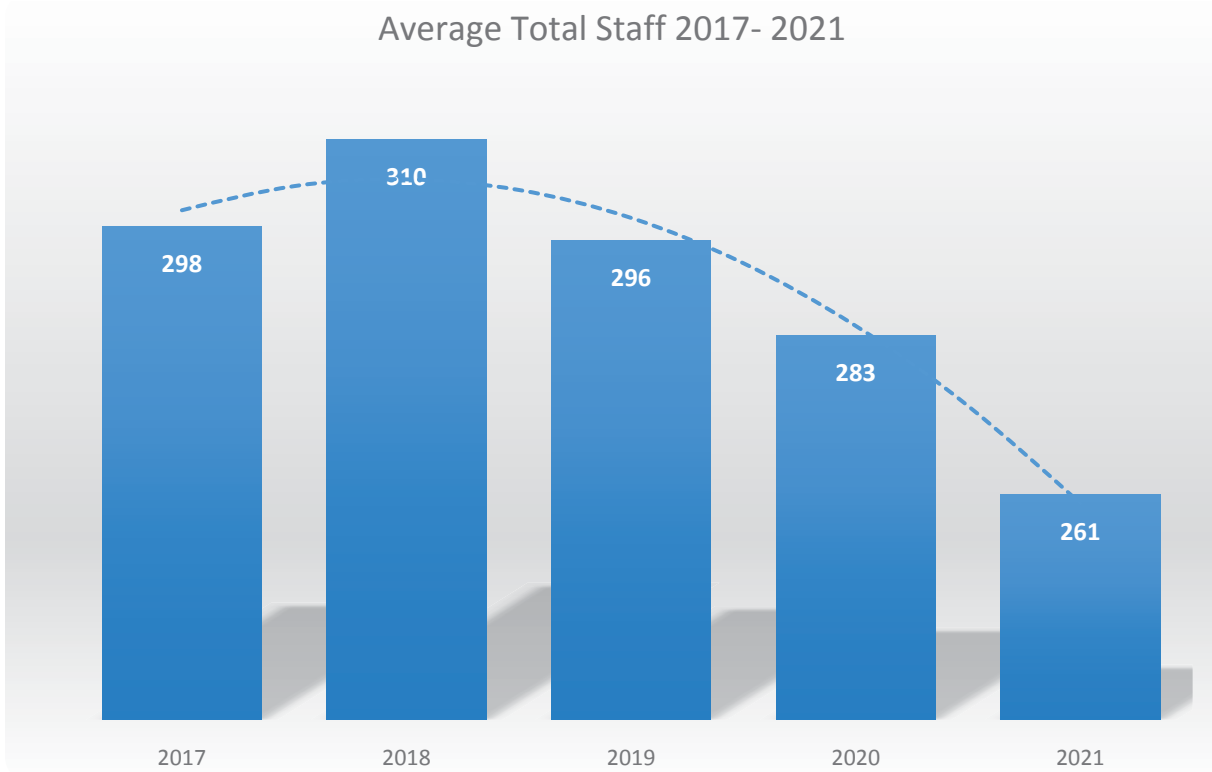
Details/Terminations

Other employment opportunities - 7
 3 days – no show - 1
 Job dissatisfaction - 1
 Retired - 2
 Medical - 3
 Job performance - 1
 Personal reasons - 1
 Salary - 1
 Relocation - 3
 Transfer to other “Go” transit agency - 1
 Unknown - 5

Promotions

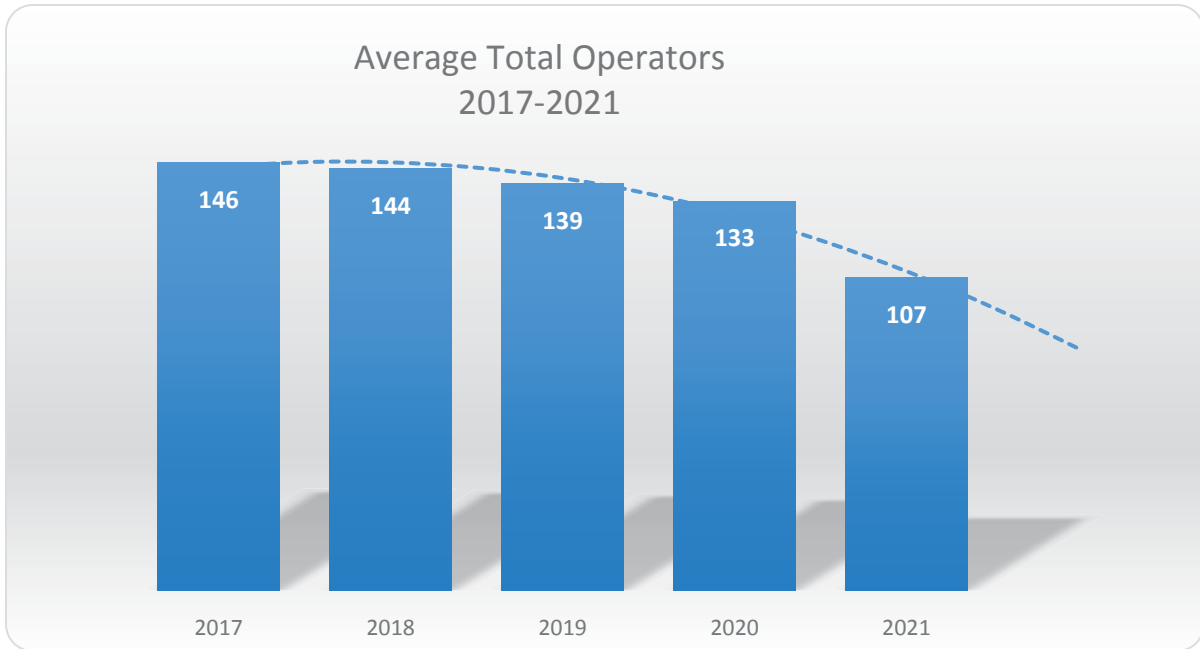
There were 4 promotions during the quarter:

Technicians - BM 1
 Skilled Craft - HM 1
 Operators - BM 2

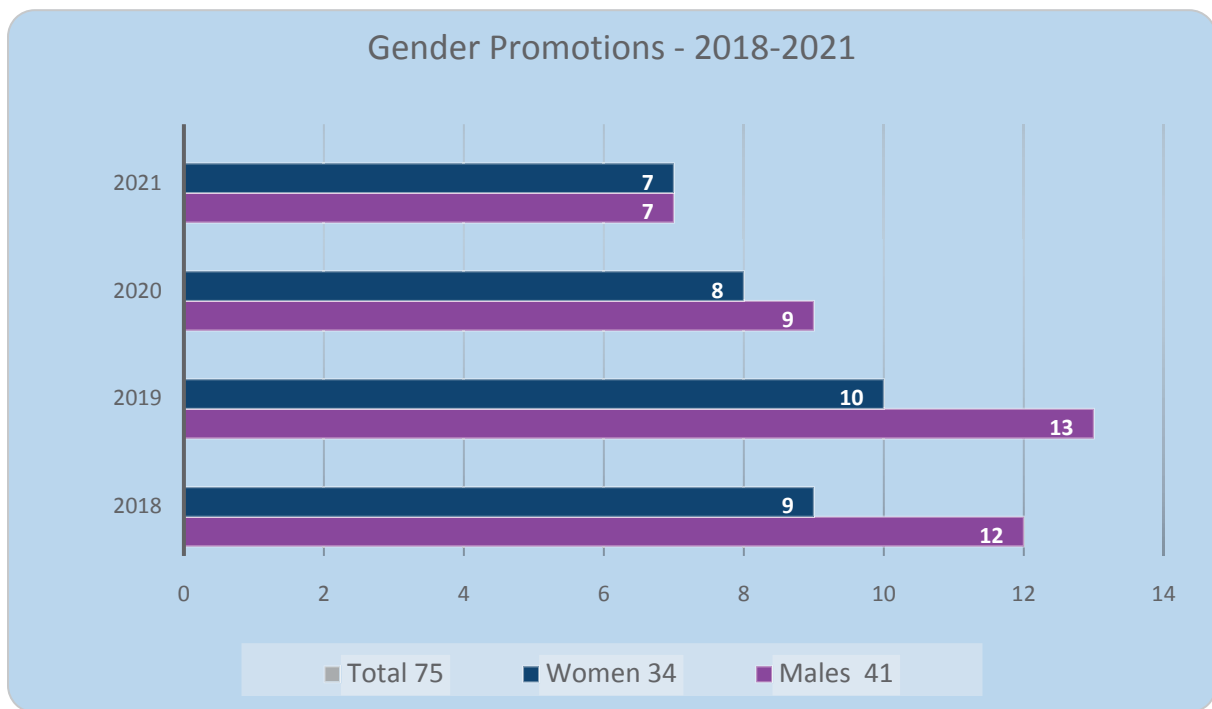


Total staff decline began in 2019 attributed to ending rail project.





Operator staff declines



Composition of Workforce

April - June 2022 2nd Quarter		
Total Workforce	260	100%
Male	141	54%
Female	119	46%
Race/Ethnicity		
African American	178	68%
American Indian/Alaska Native	0	0%
Asian	1	0%
Hispanic/Latino	11	4%
Multi-Racial	1	1%
NHOPI (Native Hawaiian/Pac Island)	0	0%
White	69	27%
Total	260	100%

Minorities comprise 73.4% of total workforce

April - June 2022 Workforce - EEO Categories - 260 Total Employees

EEO Category	BF	WF	BM	WM	HL/M	HL/F	AS/F	AS/M	Multi/F	Multi/M	Total
Officials/Mgrs	9	8	10	5	0	0	0	0	0	0	32
Professionals	6	10	7	15	0	0	1	0	1	0	40
Technicians	6	1	10	3	0	1	0	0	0	0	21
Administrative	17	9	6	5	1	2	0	0	0	0	40
Skilled Craft	0	0	12	4	3	0	0	0	0	0	19
Operators	44	0	47	9	3	0	0	0	0	0	103
Svc Maintenance	4	0	0	0	1	0	0	0	0	0	5
Total	86	28	92	41	8	3	1	0	1	0	260

Total minorities - Officials/Managers category 59.3% - Female managers comprise 53.1%

Staff Contact

Sylvester Goodwin, 919-485-7518, sgoodwin@gotriangle.org



GoTriangle - EEO Workforce Analysis (As of June 30, 2022)

Current GoTriangle Employees

Job Title	All Employees			Male						Female						Minorities		Females		Availability Factor		% of Over/(Under)-		Goal Performance			
	Total	M	F	W	AA	HISP	API	AIAN	NHOPI	MULTI	W	AA	HISP	API	AIAN	NHOPI	MULTI	#	%	#	%	Minorities	Females	Minorities	Females	Minorities HDCT Over/(under)	Females HDCT Over/(under)
Officials/Managers	32	15	17	5	10	0					8	9						19	59.4%	17	53.1%	22.6%	42.8%	36.8%	10.3%	11	3
Professionals	40	22	18	15	7	0	0				10	6	0	1			1	15	37.5%	18	45.0%	25.9%	59.2%	11.6%	-14.2%	4	(5)
Technicians	21	13	8	3	10	0	0				1	6	1					17	81.0%	8	38.1%	39.5%	47.6%	41.5%	-9.5%	8	(1)
Administrative Support	40	12	28	5	6	1				0	9	17	2	0			0	26	65.0%	28	70.0%	30.6%	64.8%	34.4%	5.2%	13	2
Skilled Craft	19	19	0	4	12	3	0											15	78.9%	0	0.0%	35.7%	10.7%	43.2%	-10.7%	8	(2)
Operators	103	59	44	9	47	3	0	0		0	0	44	0	0			0	94	91.3%	44	42.7%	44.5%	25.4%	46.8%	17.3%	48	17
Service Maint	5	1	4	0	0	1	0					4	0					5	100.0%	4	80.0%	47.1%	43.3%	52.9%	36.7%	2	1

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Planning and Capital Development
DATE: August 16, 2022
SUBJECT: Capital Projects Status Report

Strategic Objective or Initiative Supported

2.4 Ensure an attractive and accessible transit environment

Action Requested

None

Background and Purpose

The Wake, Durham, and Orange transit plans and the GoTriangle Capital Improvement Program include funds to support planning, development, and delivery of transit capital infrastructure projects ranging from bus stop amenities to commuter rail infrastructure. This report includes a brief snapshot of the status, upcoming activities, and notable risks to on-time/on-budget delivery for active capital projects. The report is organized into the following sections:

- Bus Passenger Facilities
- Bus Operations and Maintenance Facilities
- Rail Transit Infrastructure Development

This report is updated monthly. New/updated information from the previous month's report is shown in underlined green text.

Financial Impact

None

Attachments

- None

Staff Contact(s)

- Katharine Eggleston, 919-485-7564, keggleston@gotriangle.org



Bus Passenger Facilities

Projects Under Construction

Bus Stop Improvements in Durham County (various)

Description – This project includes site selection, design, and construction of passenger amenities at GoDurham and GoTriangle bus stops in Durham County. The current pipeline of funding provides for construction of 50-75 stops per year.

Status – Since the start of FY20, GoTriangle has completed construction of improvements at [65](#) stops, [with an additional 13 under construction](#), and is proceeding with design, permitting, and [preparation for](#) construction of an additional [107](#). Feasibility analysis for prioritization is underway for a further [8](#) candidate locations, with candidate locations being evaluated on a rolling basis.

Upcoming Activities – Prioritization, design, plan approval, right-of-way acquisition, and construction activities will continue. Staff is evaluating opportunities for further process streamlining to accelerate delivery. Staff is also coordinating with City of Durham and the Bragtown Community Association to review opportunities for additional short-term amenities upgrades for stops on Routes 4 and 9.

Bus Stop Improvements In Wake County (various)

Description – The Wake Transit Plan includes funding for improvements at existing and new GoTriangle bus stops throughout Wake County. GoTriangle has also secured supplemental federal funding through CAMPO's Locally Administered Projects Program for this project.

Status – In Wake County, since the start of FY20, GoTriangle has completed construction of improvements at [13](#) stops [with an additional 3 under construction](#), and is proceeding with design, permitting, and [preparation for](#) construction of an additional [11](#). Feasibility analysis and environmental review is underway for a further 37 candidate locations.

Upcoming Activities – Prioritization, design, plan approval, right-of-way acquisition, and construction activities will continue. Staff is evaluating opportunities for further process streamlining to accelerate delivery.

Projects in Design

Patterson Place Improvements (18GOT CD4)

Description – Nearly 200 riders per day board buses at the existing transfer point and park-and-ride served by GoTriangle route 400 and GoDurham routes 10 and 10A. This project includes new and additional concrete shelter pads and shelters at Witherspoon Boulevard and McFarland Drive. Improvements include: landscaping, curb-radius improvement to allow buses to turn right from southbound Witherspoon Boulevard onto westbound McFarland Drive to reduce bus travel time and serve additional future park-and-ride spaces.

Status – Signed plans have been obtained from the City of Durham. Real estate acquisition activities are underway. Staff is preparing the construction bid package.

Upcoming Activities – GoTriangle will complete necessary right-of-way acquisition activities and schedule the project for construction.

Cost Risk – Scope modification and rising construction costs are pushing the cost estimate over budget. Staff is working to redirect prior year federal funds to supplement the available local funds, and is considering structuring the bid package to include an alternate that can be removed if necessary to conform the project cost to available budget in the event that bids are high on the base scope.



Hillsborough Park-and-Ride (18GOT_CD8)

Description – This project includes site selection, real estate acquisition, design, and construction of a permanent park-and-ride for GoTriangle route ODX in Hillsborough. Park-and-ride utilization at the current leased lot for the ODX in Hillsborough is approximately 15 spaces per day. The original plan for the new lot included 35-50 spaces across two parcels of land; right-of-way for the full facility was acquired, however due to increased construction cost estimates, the scope was reduced to 31 spaces to allow for some growth in utilization while deferring full build-out to a future phase.

Status – Staff and outside counsel have identified the need for additional real estate agreements related to use of property that had previously been identified as an existing undeveloped right-of-way within the site. Orange county staff has concurred with GoTriangle’s procedural steps to resolve. The design is currently awaiting to advance through the plan approval process with Orange County once the property issue resolution is complete. The Real Estate consultant is engaged in acquisition of necessary easements and resolution of property issues with the undeveloped right-of-way.

Upcoming Activities – Property acquisition exhibits are under review and the consultant is preparing to update site design to align with real estate modifications.

Schedule Risks – As noted above, a need for additional real estate agreements was identified during site plan review. Coordination with Orange County to resolve this is ongoing. The schedule for plan approval and turnover of the project to Orange County for construction is dependent on resolution of the real estate issue.

GoTriangle Bus Stop Improvements in Orange County (18GOT_CD12)

Description – This project includes site selection, design, and construction of passenger amenities at up to 10 bus stops in the GoTriangle system within Orange County.

Status – Designs for four stops are complete and have been turned over to Orange County for construction, which is now underway with three locations complete. Design of additional stops is under review by Town of Chapel Hill, UNC and NCDOT, and GoTriangle is preparing for construction of three locations.

Upcoming Activities – Orange County will complete construction on the remaining stop of the initial group of four. GoTriangle expects to contract for construction of three additional locations and complete design on the remainder later this year.

Park-and-Ride Improvements in Wake County (Short-Term) (TC002-K)

Description – The Wake Transit Plan includes funding for short-term improvements to existing park-and-ride locations, in anticipation of more substantive investments that may be identified through the park-and-ride feasibility study.

Status – Permitting of the Bent Tree Plaza Park and Ride is underway [including coordination with City of Raleigh, NCDOT, and NCDEQ](#).

Upcoming Activities – Formal plan approval by City of Raleigh for the Bent Tree location is anticipated in the coming months; following plan approval real estate activities will commence.

Raleigh Union Station Bus Facility (TC002-A)

Description – This project includes publicly-funded design and construction of an eight-bay off-street bus facility and related transit access improvements adjacent to Raleigh Union Station in downtown Raleigh, in conjunction with a privately-funded mixed-use development above the bus facility. The project was awarded a \$20 million BUILD grant from the US Department of Transportation (USDOT).

Status – [Joint development agreements are in place and the project is underway. Activities completed this month:](#)

[* Duke Energy completed pole removal along West Street.](#)

[* Developer provided program update, removing hotel use and increasing number of residential units, including increasing number of affordable units.](#)

[* Developer obtained archaeological monitoring services for demolition.](#)

PO Box 13787

Research Triangle Park, NC 27709

P: 919.485.7510 | F: 919.485.7547

www.gotriangle.org



- * [Developer received Demolition Permit from City of Raleigh.](#)
- * [Developer received Land Disturbance/Grading Permit from City of Raleigh.](#)
- * [Developer continued coordination with CSX to review demolition plans associated with demolition of existing warehouse façade adjacent to NCRRT owned/CSX operated right-of-way.](#)
- * [Developer resubmitted updated design plans to City of Raleigh for ASR revisions.](#)
- * [GoTriangle reviewed the Private Overbuild 30% Schematic Design for interface with the Public Transit facilities.](#)
- * [GoTriangle reviewed Developer consultant scopes of work for Design Development through Construction Administration.](#)
- * [GoTriangle and Developer received Draft Brownfields Agreement \(BFA\) from NCDEQ for review.](#)

Upcoming Activities – Continued progression of Phase 1 construction, design progression and additional submittals to the City of Raleigh, coordination activities, and management meetings. Formal request for grant agreement modification will be [reviewed by](#) FTA/USDOT. The project schedule and cost estimates continue to be evaluated and updated.

Schedule Risks – The sunset date for federal BUILD funds is September 30, 2025; continued progress on critical path activities is necessary to ensure eligible costs are incurred and reimbursed by FTA before that date.

Cost Risks – Continued design advancement is critical to obtain a more detailed basis to refine cost estimates and obtain a clear cost risk profile for the project. Key cost risk areas include unknown geotechnical conditions, joint development project structure and negotiations, design details, and materials and labor price fluctuations.

Priority Bus Stop Safety Improvements in Durham (21GOT CD02)

Description – This project provides funding for design and construction of improvements to GoTriangle bus stops serving a high volume of passengers located on high-speed NCDOT roadways. Improvements could include, but are not limited to, construction of bus stop ADA pads, shelters, benches, bus pullouts and appropriate tapers, sidewalk, curb and gutter, curb ramps, crosswalks, pedestrian median refuge islands, appropriate safety signage, pedestrian signal heads and complimentary traffic signal modifications, and other complimentary or supporting roadway modifications. An initial pilot location has been identified on NC 54 west of the I-40 interchange.

Status – GoTriangle staff is coordinating with NCDOT on design of adjacent project. Concurrence has been obtained for GoTriangle projects scope including extent and location of sidewalk, preference for a signalized diagonal crossing of NC 54 at Falconbridge, and improvements to the bus stops. Consultant is proceeding with design and related activities; [GoTriangle has approved](#) a change order to incorporate scope elements agreed to with NCDOT and City of Durham including traffic signal warrant analysis.

Upcoming Activities – Consultant will continue to coordinate with NCDOT and GoTriangle and advance design.



Projects in the Planning Phase

Downtown Apex Transfer Point Improvements (TC002-AK)

Description – This enhanced transfer point in downtown Apex will facilitate regional connections and will serve multiple routes and agencies (GoTriangle 305, GoTriangle 311, and GoApex Route 1). It will also provide amenities such as large shelters, passenger information systems, benches, trash cans, and bike racks. The proposed location for the transfer point will be near the intersection of N Mason Street and Old Mill Village Drive, in downtown Apex. The project includes pedestrian access improvements in the vicinity of the transfer point by completing sidewalk gaps on the east side of Mason Street between Center Street and Old Raleigh Road. In addition, a pedestrian study will be completed and crossing improvements will be made if warranted and not already completed by the Town.

Status – GoTriangle has submitted a pre-development application to Town of Apex to obtain concurrence on the proposed project scope.

Upcoming Activities – GoTriangle staff will be undertaking a NEPA evaluation and coordinating with FTA. Following scope confirmation with Town of Apex, task order for design will be issued.

Priority Transit Access Improvement, US 15-501 at Eastowne (22GOTCD01)

Description – This project aims to provide transit access improvements at the intersection of US 15-501 & Eastowne Drive in Chapel Hill, Orange County. This location will serve three developments, a new Wegman's grocery which will soon be open to the public; UNC Healthcare facilities under construction; and the newly renovated State Employees Credit Union (SECU) building (formerly the Blue Cross Blue Shield building). Together, these destinations will employ over 2,500 people along a core GoTriangle regional route (400), which provides all day, every day transit connections to Durham, Patterson Place/New Hope Commons, and Downtown Chapel Hill/UNC. This location will also be served by route 405, which provides direct connections to Durham and Carrboro during peak periods.

Status – Project kickoff with external stakeholders (NCDOT, Chapel Hill Transit, Town of Chapel Hill, PART) was held in February. Primary activity currently is administrative related to activation of allocated federal funds.

Upcoming Activities – Scope will be finalized and project will move forward to a design task order.

Park-and-Ride Improvements in Wake County (Short-Term) (TC002-K)

Description – The Wake Transit Plan includes funding for short-term improvements to existing park-and-ride locations, in anticipation of more substantive investments that may be identified through the park-and-ride feasibility study. One such improvement is currently in the planning phase; this project includes signs, markings, and passenger amenities at a new/replacement leased park-and-ride for GoTriangle route WRX at a new location to be determined.

Status – [GoTriangle has reviewed concept design and draft report.](#)

Upcoming Activities – [Consultant will finalize report.](#)

Schedule Risks – The nature of short-term leased/licensed park-and-rides and associated property owner coordination contributes to obstacles for scoping and delivering improvements. Efficient and timely development of high-quality facilities for short-term use requires strong partnerships with host property owners.



Regional Transit Center Feasibility Study (TC002-N)

Description – The Regional Transit Center (RTC) is the primary hub for GoTriangle regional bus services connecting Wake, Durham, and Orange Counties. The current location of the RTC on Slater Road in Durham creates overlapping routes leading to inefficiency. This feasibility study is evaluating location options that improve route efficiency and improve passenger amenities.

Status – [Consultant is updating](#) drafts of documentation necessary for FTA environmental review and the Wake Transit Concurrence process. [Project was not selected for latest round of RAISE grant funding.](#)

Upcoming Activities – GoTriangle and the consultant will continue to progress pre-design activities [and identify additional future grant opportunities.](#)

Schedule Risks – The primary risk to continued progress is securing funding to implement the project. Final site selection will be necessary to progress the project following securing funding.

GoDurham Tactical Bus Stop Amenities (21GOT_DC03)

Description – Purchase and installation of seating, solar lighting, and real-time arrival signs at locations identified through customer requests and staff analysis of bus stops with existing conditions suitable for quick implementation.

Status – Due to insufficient responses to the initial and subsequent invitation for bids, the procurement approach for this project is being modified to request competitive proposals. [Staff is coordinating with City of Durham.](#)

Upcoming Activities – [To be determined.](#)

Cost Risks – Budget is approximately \$100,000 per fiscal year. Unit costs are assumed to be around \$15,000 to \$20,000 per sign location, which would either limit the number of installation or require additional funding.



Bus Operations and Maintenance Facilities

Projects in the Design Phase

Paratransit Office Space Upfit (TC002-J)

Description – This project will upfit office space and the parking lot at the Plaza building to facilitate moving Paratransit operations from the Nelson Road Facility.

Status – [City of Durham issued certificate of occupancy. Contractor is completing minor remaining items. Staff is tracking supply chain issues with radio equipment, lockers, and permanent doors. Staff has identified additional needs for backup power for the radio system, and is assessing options to address.](#)

Upcoming Activities – Coordination with operations, IT, and facilities is ongoing to prepare for occupancy.

Projects in the Planning Phase

Regional Fleet and Facilities Study (CD-21-19 A)

Description – This study includes three components: (1) assessing fleet and maintenance facility needs for GoDurham and developing a conceptual design for these needs, (2) assessing fleet and maintenance facility needs for GoTriangle and developing a conceptual design for these needs, and (3) planning for potential regional electric bus charging infrastructure and other potential shared operations and maintenance resources for GoTriangle and partners in the region. The scope of services includes planning, conceptual design, and cost estimating to assess needs for expansion of existing maintenance facility sites and evaluate up to four alternative sites for new facilities for GoDurham and GoTriangle. The Study will identify potential expansions and alternatives to current utilization of existing facilities that will improve cost-efficiency and provide responsive services.

Status – Consultant [developed 15%](#) Schematic Designs on the Nelson Road and Fay Street renovation and expansion components. [Property coordination for the GoDurham paratransit facility site options is underway.](#)

Upcoming Activities – GoTriangle and the consultant will continue stakeholder engagement to review and finalize study work products.



Rail Transit Infrastructure Development

Greater Triangle Commuter Rail Study (19GOT CO2/20GOT CD1/TC004-A)

Description – The current phase of study is evaluating the potential for new commuter rail service in the North Carolina Railroad Company (NCRR) corridor in Durham, Wake, and Johnston counties, and will refine the project definition; engage community members, municipalities, and institutional stakeholders; and better understand critical project success factors. In coordination with project partners, GoTriangle will conduct preliminary engineering analysis in areas of concern along the corridor, model rail traffic on the corridor with the inclusion of commuter rail to better define infrastructure needs, and better refine cost and ridership estimates.

Status and Upcoming Activities – As of April 6, 2020, all parties to the Memorandum of Understanding in Support of Continued Development of the GTCR Project, including Johnston county, had voted to proceed with further study. Authorizations for additional consultant support were approved by the GoTriangle Board in May 2020. Study activities across a range of tasks are ongoing:

- Railroad Coordination – GoTriangle and NCRR resolved initial discussions regarding liability, indemnification, and insurance. Modeling is underway by Norfolk Southern and its consultant, initial results for the baseline scenarios were shared in February, and GoTriangle has requested analysis for scenarios with additional midday and evening service. Norfolk Southern has agreed to evaluate these concepts, [and change order negotiation is underway](#).
- Technical Work Products – Work products from the technical tasks are being completed, with primary findings being assembled [in a summary report for public release in August](#).
- Engagement with “resource partners” including local governments, institutions, and other regional partners – GoTriangle is continuing meetings with municipalities individually and as a group with institutional partners on a monthly basis as needed. [Stakeholder partner review of study documents is complete](#).
- Community Engagement – [Staff is preparing for a 45-day public comment period to begin in August](#).
- Schedule Management – Efforts are currently organized around final completion of feasibility study scope by October 2022. This schedule may require extension to capture follow-on activities such as additional modeling by Norfolk Southern.

Schedule Risks – To date, primary risks to timely completion of the next steps are related to coordination with entities that are not party to the MOU (e.g. railroads, municipalities, affected major institutions) and identification and resolution of competing/conflicting stakeholder goals. These are key priorities with the next steps defined in the MOU, which indicates that the parties will coordinate between April 2022 and October 2022 to decide next steps; it is currently expected that the parties will vote on next steps within this timeframe as originally envisioned in the MOU.

Cost Risks – Updated cost estimates are in excess of the \$1.4-\$1.8B range identified during Phase 1 of the feasibility due to rapid construction cost escalation in the past two years, additional infrastructure requirements resulting from rail network modeling and related negotiation, design for engineering solutions to engineering constraints identified in the feasibility study. Additional cost risks include quantification of necessary levels of contingency required to address FTA risk management guidelines, and emerging interest in evaluation of additional off-peak service and level boarding.

Project Delivery Options – Consistent with the original intent of the study to support regional decision-making on whether and how to move forward with commuter rail, and in response to rising cost estimates, other challenges identified in the feasibility study, and emerging stakeholder interest, the draft feasibility study summary report will include an assessment of impediments to project delivery, opportunities for accelerated implementation, and a discussion of options to proceed with development of a starter service while continuing to plan for future service in other parts of the corridor.



MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: Planning and Capital Development
DATE: August 16, 2022
SUBJECT: Greater Triangle Commuter Rail Study Update

Strategic Objective or Initiative Supported

1.1 Increase number of customers served with sustainable transportation services

Action Requested

None

Summary

The results of the Greater Triangle Commuter Rail feasibility study indicate two options for implementation of commuter rail service connecting Durham, Research Triangle Park, Morrisville, Cary, Raleigh, Garner, and potentially Clayton:

- Option one would implement commuter rail service from West Durham to Garner or Clayton as one project. The cost estimate for implementing option one is \$2.8 to \$3.2 billion in year of expenditure.
- Option two would begin the implementation of commuter rail service between West Durham and Garner or Clayton with a starter service between Raleigh Union Station in downtown Raleigh and the Auburn Station in Garner. The cost estimate for beginning implementation with option two is \$600 to \$700 million in year of expenditure.

Updated implementation schedules and ridership estimates indicate that commuter rail service implemented through option one would have a start date between 2033 and 2035 and would provide 12,000 to 18,000 trips per day by 2040 between West Durham and Garner or Clayton.

Beginning the implementation of commuter rail service through option two would allow for an earlier start date between 2031 and 2033 and would provide 4,000 to 6,000 trips per day by 2040 between Raleigh Union Station and the Auburn Station in Garner.

Consideration of these two options by regional decision-makers should take into account study findings that implementation challenges are not distributed equally across the corridor. Significant

challenges exist to the west of Raleigh Union Station, especially west of the Ellis Road Station throughout central Durham.

Background

Voters in Durham County and Wake County passed a one-half-cent transit sales tax in 2011 and 2016 respectively. Transit plans in Wake and Durham Counties include commuter rail service connecting Garner, Raleigh, Cary, Morrisville, Research Triangle Park, and Durham. A Memorandum of Understanding for completion of the feasibility study and early project development activities was executed between GoTriangle, North Carolina Railroad Company, North Carolina Department of Transportation, North Carolina Capital Area Metropolitan Planning Organization, Durham Chapel Hill Carrboro Metropolitan Planning Organization, Wake County, Durham County, and Johnston County in April 2020. The parties acknowledged that funding for the study would include \$6 million from the Wake Transit Plan, \$2.7 million from the Durham Transit Plan, and \$250,000 from Johnston County.

Wake, Durham, Orange, and Johnston counties collectively add more than 32,000 residents a year, resulting in crowded roads and ever-lengthening commute times. The region's population is expected to grow by over 1,000,000 people by 2050. The region is projected to add over 800,000 jobs by 2050, and over 350,000 of these jobs are located near the proposed commuter rail corridor. As the foundation of a robust regional transit network, a commuter rail line would allow the Triangle to manage and sustain projected growth.

Analysis

An analysis of the proposed commuter rail corridor studied opportunities related to affordable housing, travel markets, land use, and economic impact. Key findings of this opportunity analysis include the following:

- Despite the fact that the rail corridor is only 4% of the region's area, it contains 27% of the region's legally binding affordability restricted housing and 30% of the region's jobs.
- 56,000 workers both live and work near the rail corridor.
- The rail corridor is forecast to hold 20% of the region's households and 45% of the region's jobs by 2050.
- The corridor is forecast to add 100,000 housing units and 370,000 jobs by 2050, and there will still be room for another 100,000 housing units and 330,000 jobs beyond 2050.
- Commuter rail would save each rider 88 hours per year. Given ridership projections that's over 1,000,000 hours saved annually.
- Commuter rail is projected to generate \$210 million in personal income and \$160 million in gross regional product by 2050.



In addition to the opportunity analysis, technical analysis completed as part of the feasibility study included:

- Ridership estimation for various operating scenarios and fare policies.
- A corridor screening for potential risks related to implementation of the project.
- A more detailed engineering feasibility analysis of key risk areas in Durham and Cary.
- A corridor screening and search for potential rail maintenance facility sites.
- A corridor screening and search for potential park and ride sites.
- Rail network modeling completed in partnership with Norfolk Southern.
- Capital cost estimation for various operating scenarios.
- Operations and maintenance cost estimation for various operating scenarios.
- An analysis of implementation options and schedules.
- An analysis of federal grant strategies.

Financial Impact

None at this time

Attachments

- None

Staff Contact(s)

- Katharine Eggleston, 919-485-7564, keggleston@gotriangle.org





Board Member Conference Report

Board Member:	William A. Allen III
Conference Attended:	RTA Transportation Breakfast
Dates:	July 22, 2022
Location:	The Umstead Hotel, Cary
Conference Theme:	RTP new technologies: "Melding Life Science and Transportation Innovation"

Reason you chose to attend this conference and was your objective met?

In addition to the usual rich substantive presentations on transportation and emerging technologies, these annual RTA breakfasts, always held at The Umstead in Cary, have become one of the region's premier networking opportunities.

This one was billed as "Melding Life Science and Transportation Innovation" and definitely met my objective and expectation.

The primary presenters were:

- United Therapeutics (UT) / Silver Spring, MD, Research Triangle Park, NC - UT has multiple active organ manufacturing programs (heart, kidney, lung, and liver) and is a pioneer in xenotransplantation. UT is the first biotech/biopharma to take the form of a public benefit corporation.
- BETA Technologies (BT) / Burlington, VT - Beta is developing electric vertical aircraft (EVA) and an extended charging infrastructure network.
- Unither Bioélectronique (UB) / Bromont, QC - UB is researching the adaptation of electric vehicle aircraft for UT corporate focus/manufactured organ delivery.

Most Valuable Breakout Session and Summary:

All valuable and fascinating. See detail accessed through URLs below in this report. Some highlights:

- UT explained it is a "Public Benefits Corporation" meaning patient interests are equal with shareholder interests.
- UT is a leader in environmental sustainability. UT's "Unisphere" Net Zero Energy Building in Silver Spring, MD is astonishing (see description and video at <https://www.utunisphere.com/>).
- UT restores sub-optimal transplant lungs, kidneys, and hearts and is working to create human lungs from pig lungs.
- UT stressed that local land use policy can be the critical path to sustainability.
- BT also describes its organization as "highly sustainable."
- BT mission is to provide an unlimited supply of transplantable organs delivered by electric aviation (no fuel, no airport, no noise).

- UB is also focused on being highly sustainable.
- UB's mission is to move organs using BT electric aircraft as well as their own.
- BT & UB work with UT as "dedicated transport" for organs, a tight partnership to ensure 100% control over organ transport, which all three firms say is critical due to the short shelf life of organs.
- Even with such organ transport autonomy, risks are challenging, including reliability of equipment, tall buildings, electric aircraft range, and reliable weather forecasts for low level operations (0-2000' altitude).
- Electric aircraft range expected to be 300-400 miles at approximately 140 MPH by 2030.
- BT and UB are exploring non-transplant partnerships, such as delivering packages for UPS.

After attending this conference, I'd like to learn more about:

- Electric aircraft

Here's something I learned that I think GoTriangle should pursue or implement:

- RTP should tax tenants to help pay for commuter rail.

Other information I'd like to share:

See the emerging UT, BT & UB technologies explained in these presentations:

<https://www.letsgetmoving.org/breakfast>

<https://letsgetmoving.org/wp-content/uploads/2022/07/RTA-Transportation-Deck.pdf>

RDU Authority Chair Patrick Hannah gave an interesting update which can be found on the URL just above.

Kudos once again to Joe Milazzo and his staff.

I wholeheartedly agree with the thought-provoking closing remarks by RTA Chair Harold Hicks:

- One million will be moving to the Triangle by 2045.
- Overcoming mobility challenges is made more difficult by having two regional MPOs.
- The Triangle has a reputation for being collaborative. We should build on that to act more regional than parochial.
- How to change our regional mindset to get back to the fresh thinking that enabled us to create RTP in the 1950s?



Connecting all points of the Triangle

MEMORANDUM

TO: GoTriangle Board of Trustees
FROM: General Counsel
DATE: August 17, 2022
SUBJECT: **Contract for Transit Management and Operation of City of Durham's Fixed Route Transit Service; Rachel Rigsbee and Rodney Rigsbee et al. v. Durham City Transit Company d/b/a GoDurham; GoTransit Partners; Research Triangle Regional Public Transportation Authority d/b/a GoTriangle; Alexandra Irene Tavarez, in her Individual Capacity and in her Official Capacity as a Bus Driver for the City of Durham; and City of Durham 22 CVS 2603**

On June 3, 2022, GoTriangle and GoTransit Partners (a now defunct non-profit organization), were served with the above referenced lawsuit, a copy of which is attached for reference. The Complaint alleges that on May 20, 2021, a GoDurham bus driver, driving a GoDurham bus, struck a lady waiting at the GoDurham Bus Station, resulting in her death. GoTriangle made a request to the City of Durham as to whether the City would be defending GoTriangle and indemnifying GoTriangle based upon an amendment to the Contract for Operation of Durham Transit Services, effective October 1, 2010. Despite several requests, the attorney representing GoDurham in this lawsuit has been unable to confirm coverage and representation of the interests of GoTriangle (and GoTransit Partners). On July 22, 2022, GoTriangle sent a letter to the City of Durham alleging that it had breached its contract with GoTriangle and asked them to cure the breach and confirm that it would vigorously defend and indemnify GoTriangle and Go Transit Partners in the Rigsbee litigation. On August 2, 2022, the City sent a response stating that it did not have a "contractual obligation because the purported contract upon which the supposed obligation is based is unenforceable" because it was "entered into without consideration" and it is GoTriangle's obligation to indemnify it. The City has also indicated that it intends "to issue a 12-month advance notice of termination this coming September."

GoTriangle also put First Transit on notice as to its contractual obligation. In response, First Transit has confirmed that GoTriangle is listed as an additional insured on GoDurham's auto liability policy; however, representation and indemnification of GoTriangle and GoTransit Partners has not yet been extended

A dispute now exists between GoTriangle and the City of Durham.

A meeting has been scheduled for August 22, 2022, between GoTriangle and City of Durham representatives to discuss this matter. The outcome of that meeting along with the above cited issues will be discussed with the Board at its August 24 meeting.

Attachments

- Complaint 22 CVS 2603

Staff Contact

- Byron Smith, 919-824-2118, bsmith@gotriangle.org



STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE
COUNTY OF DURHAM **FILED** SUPERIOR COURT DIVISION
22 CVS

2022 JUN -3 P 1:32

RACHEL RIGSBEE and RODNEY,
RIGSBEE as the Administrators of
the ESTATE OF LAWANDA GAIL
RIGSBEE; and JOYCE SWITZER,
individually,

Plaintiffs,

v.

DURHAM CITY TRANSIT
COMPANY d/b/a GODURHAM;
GOTRANSIT PARTNERS;
RESEARCH TRIANGLE
REGIONAL PUBLIC
TRANSPORTATION AUTHORITY
d/b/a GOTRIANGLE;
ALEXANDRA IRENE TAVAREZ,
in her Individual Capacity and in her
Official Capacity as a Bus Driver for
the City of Durham; and CITY OF
DURHAM,

Defendants.

COMPLAINT
(Jury Trial Demanded)

NOW COME Plaintiffs Rachel Rigsbee and Rodney Rigsbee as the Administrators of
the Estate of Lawanda Gail Rigsbee and Plaintiff Joyce Switzer, by and through counsel,
complaining of Defendants, and allege as follows:

PARTIES

1. Plaintiff Rachel Rigsbee is a citizen and resident of Cary, Wake County, North
Carolina.

2. Plaintiff Rodney Rigsbee is a citizen and resident of Roxboro, Person County, North Carolina.

3. Lawanda Gail Rigsbee ("Gail Rigsbee"), Plaintiffs' intestate, died May 20, 2021, and was a resident of Durham, Durham County, prior to her death.

4. At the time of her death, Gail Rigsbee was 56 years old.

5. Plaintiffs Rachel Rigsbee and Rodney Rigsbee were duly appointed Administrators of the Estate of Lawanda Gail Rigsbee by the Clerk of Superior Court of Durham County, North Carolina, have qualified and are acting as Administrators in the institution of this action pursuant to Chapter 28A of the General Statutes of North Carolina.

6. Acting in such fiduciary capacities, Rachel Rigsbee and Rodney Rigsbee have filed and instituted this action pursuant to the provisions of Chapter 28A of the General Statutes of North Carolina, including Section 28A-18-2, within two years of the death of Gail Rigsbee.

7. Plaintiff Joyce Switzer is a citizen and resident of Mebane, Orange County, North Carolina.

8. Upon information and belief, Defendant City of Durham (hereinafter "Defendant City") is a body politic and corporate chartered by the North Carolina General Assembly under authority of Article VII, Section 1, of the Constitution of North Carolina.

9. Defendant City has the capacity to sue and be sued in its corporate name pursuant to N.C. Gen. Stat. § 160A-610.

10. At all times relevant hereto, Defendant City operated and maintained a bus transportation system.

11. To operate Durham's bus transportation system, upon information and belief, Defendant City formed the Durham City Transit Company, which is commonly known as "GoDurham."

12. Durham City Transit Company d/b/a GoDurham is a business corporation formed under the laws of the State of North Carolina.

13. Upon information and belief, Defendant City and Defendant Durham City Transit Company operated Durham's bus transportation system in partnership with Research Triangle Regional Public Transportation Authority.

14. Defendant Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (hereinafter "GoTriangle") is a regional public transportation system for the Raleigh-Durham-Chapel Hill area and is incorporated and formed pursuant to the laws of the State of North Carolina.

15. GoTriangle is governed by a Board of Trustees appointed by the region's municipalities and counties, including the City of Durham.

16. Upon information and belief, Defendant GoTransit Partners is a nonprofit corporation organized under the laws of the State of North Carolina.

17. Upon information and belief, Defendant GoTransit Partners was created to assist City of Durham, GoTriangle, and Durham City Transit Company in the financing, operation, management, and policymaking for the bus transportation system in Durham and was involved in the hiring, managing, and training with respect to Alexandra Irene Tavaréz.

18. Upon information and belief, the City of Durham, GoTransit Partners, Durham City Transit Company, and GoTriangle work collectively and as a joint venture to operate the bus transportation system in Durham.

19. Upon information and belief, Alexandra Irene Tavaréz (hereinafter "Defendant Tavaréz") is a citizen and resident of Granville County, North Carolina.

20. At all times complained of, Defendant Tavaréz was a bus driver for the City of Durham.

21. At all times complained of, Defendant Tavaréz was engaged in the good faith performance of her duties on behalf of the City of Durham.

22. Upon information and belief, as a city bus driver, Defendant Tavaréz was an employee and/or agent of the City of Durham, GoTransit Partners, Durham City Transit Company, and GoTriangle.

23. Upon information and belief, Defendant Tavaréz was at all times relevant hereto an agent, servant, and/or employee of, or a joint venture partner with Defendant City, GoTransit Partners, Durham City Transit Company, and GoTriangle at the time of the collision at issue in this case, was acting in such capacity and in the course and scope of her employment, agency and/or joint venture with the Defendants.

WAIVER OF IMMUNITY

24. Upon information and belief, pursuant to N.C. Gen. Stat. § 160A-485 or other authority, the Defendant City, GoTransit Partners, Durham City Transit Company, and GoTriangle had purchased and had in force on May 20, 2021, liability and/or umbrella insurance and/or participated in a local government risk pool and/or adopted, through its city council or governing body, a resolution creating a funded reserve and deeming the creation of said funded reserve to be the same as the purchase of insurance under N.C. Gen. Stat. § 160A-485 and thereby under North Carolina law, waived any governmental immunity it might have to the

extent of such insurance as provided by a policy of insurance, participation in a local government risk pool or adoption of a resolution as alleged above.

25. The aforesaid actions of the Defendants provided liability insurance coverage for damage by reason of death or injury to person or property caused by the negligence or tort of any officer, agent, or employee of the Defendant City, Durham City Transit Company, GoTransit Partners and/or GoTriangle when acting within the scope of his/her authority or within the course of his/her employment and/or agency with the Defendants, its officers, agents and/or employees, including officers, agents, servants, and/or employees of Defendants, are therefore insured for their potential liability based on this claim and have thereby waived any immunity to the extent of said insurance.

26. Further, pursuant to Defendant City's own policies, upon information and belief, Defendant City purchased and provided general liability insurance for Defendant City collectively and individually, and for City of Durham, GoTransit Partners, Durham City Transit Company, and GoTriangle employees.

27. The injuries sustained by the Plaintiffs are of the type and extent that fall within the ambit of insurance coverage obtained and afforded by Defendant City, Durham City Transit Company, GoTransit Partners, and GoTriangle and/or other funds set aside by the Defendants as described above.

28. Additionally, pursuant to N.C. Gen. Stat. § 160A-627, immunity is waived to a minimum of twenty million dollars (\$20,000,000) per single accident or incident.

FACTS

29. The incident at issue in this lawsuit occurred in Durham, North Carolina on May 20, 2021, at or around 12:34 PM.

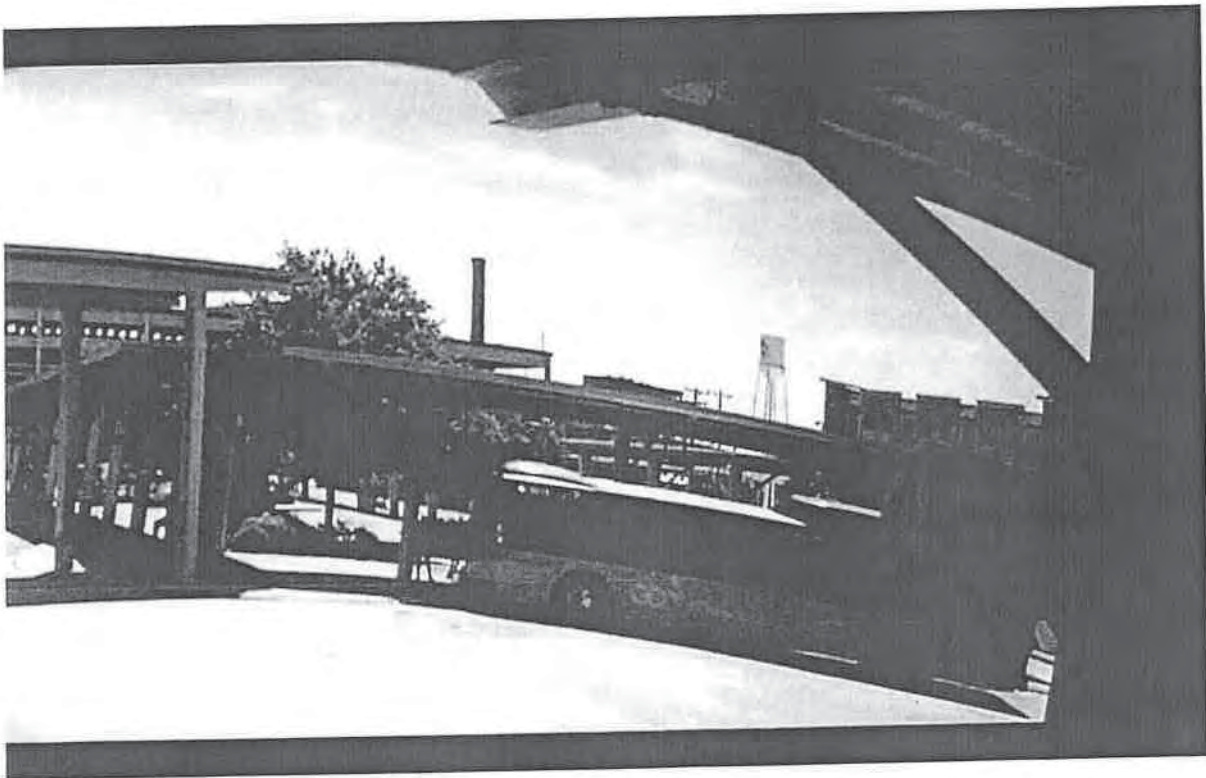
30. At that date and time, Gail Rigsbee and her mother, Joyce Switzer, were waiting for a bus at the main bus terminal on Pettigrew Street.

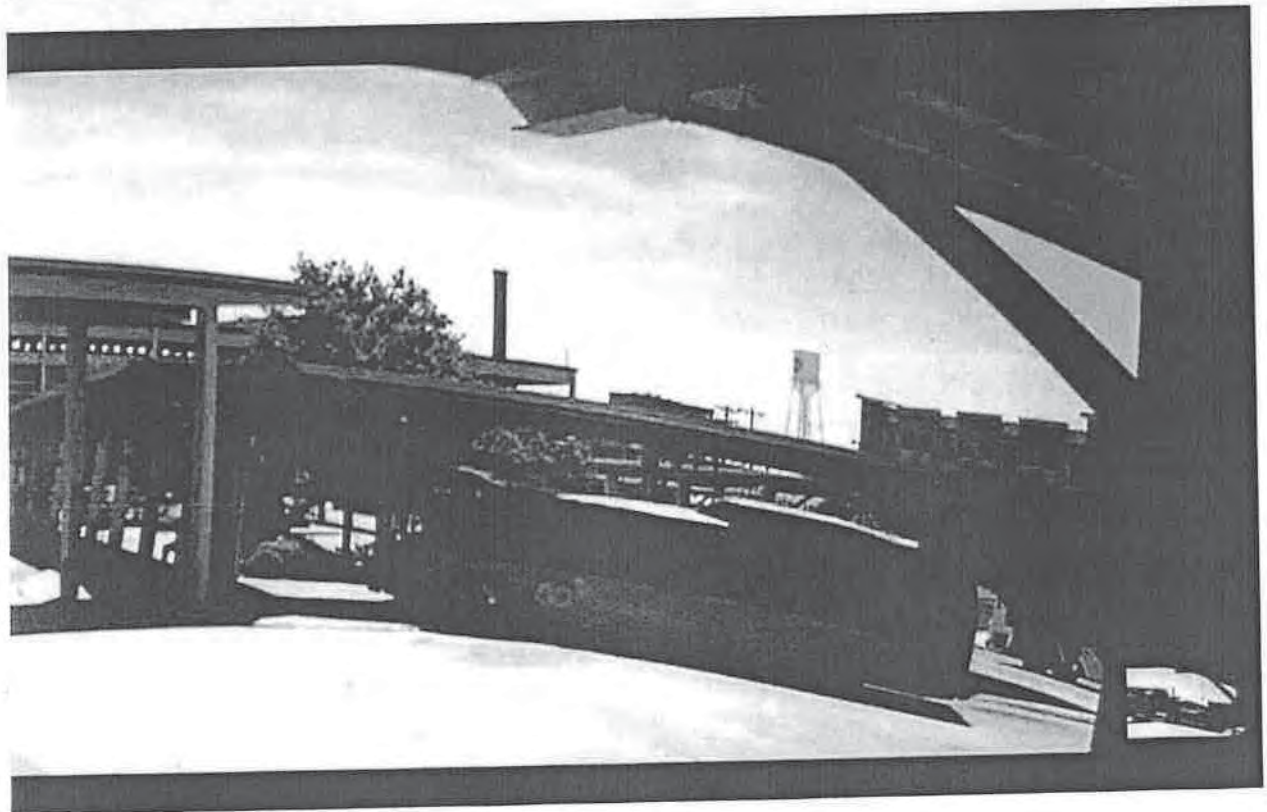
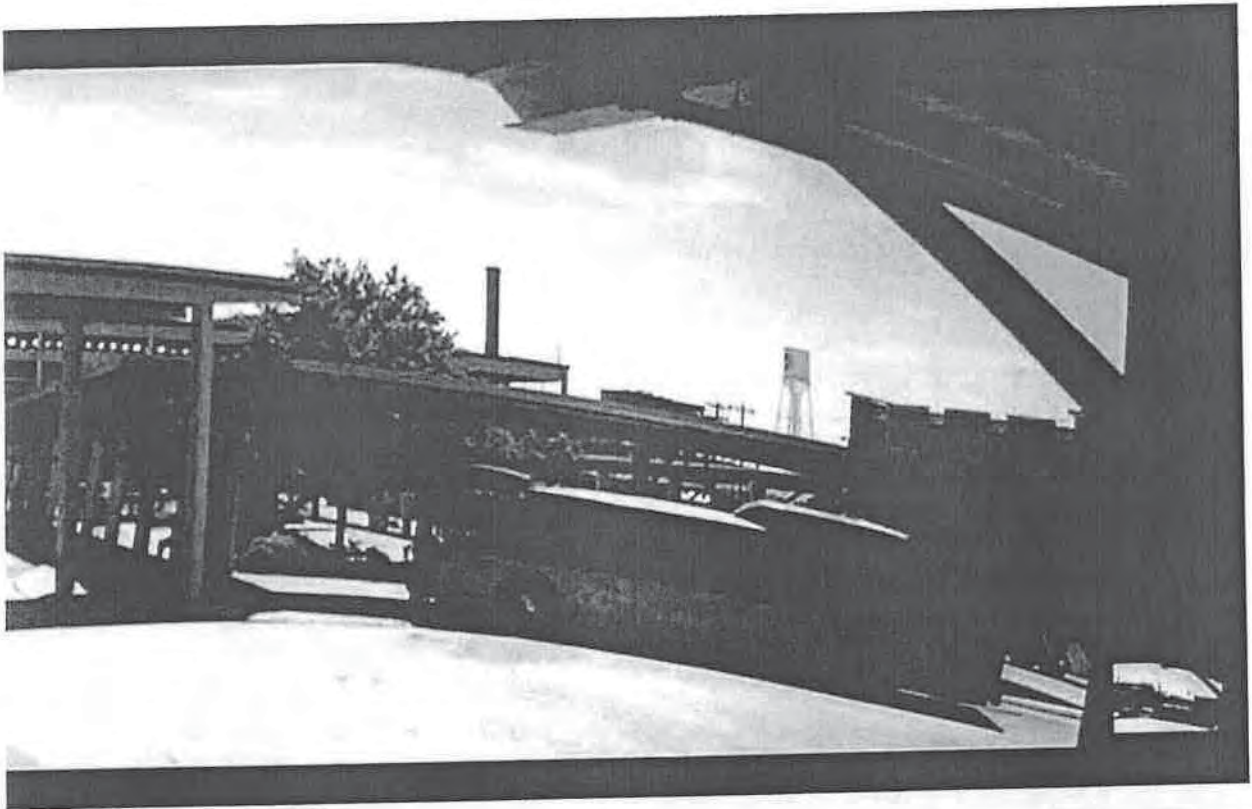
31. Both women were standing along the sidewalk of the designated bus waiting area.

32. At the same date, place, and time, Defendant Tavarez was operating a City of Durham bus.

33. Defendant Tavarez lost control of the bus, drove over the curb, accelerated into the passenger waiting area, and struck Gail Rigsbee.

34. Upon information and belief, Defendant Tavarez pressed the accelerator instead of the brake pedal as she arrived at the bus terminal, causing the collision with Gail Rigsbee which was recorded on surveillance video at the bus terminal:





35. Gail Rigsbee was still alive, conscious, and aware of her catastrophic injuries immediately following the impact. She later died at Duke hospital.

36. Joyce Switzer saw the bus hit her daughter, Gail Rigsbee, and stood over her body as she lay on the ground, observing her daughter's catastrophic injuries and extreme suffering firsthand:



37. As a result of the incident, Defendant Tavarez was charged with and plead guilty to misdemeanor death by motor vehicle and unsafe movement violation.

38. As a direct and proximate result of the collision described above, Gail Rigsbee died, and Plaintiff Switzer suffered severe emotional distress.

FIRST CLAIM FOR RELIEF
NEGLIGENCE, GROSS NEGLIGENCE, WANTON NEGLIGENCE AND WRONGFUL
DEATH
(Defendant Tavarez)

39. Plaintiffs hereby incorporate by reference the allegations contained in all previous paragraphs into this Claim for Relief.

40. At all times relevant hereto, Defendant Tavaréz owed a duty to Plaintiffs, as well as others, to exercise reasonable care in the operation of the bus she was driving.

41. Defendant Tavaréz had a duty to act as a reasonable and prudent bus driver under the circumstances then existing.

42. At all times relevant hereto, Defendant Tavaréz owed a duty as a carrier to provide the highest degree of care for the safe conveyance of her passengers and to guard against injuries, including to passengers waiting for buses in the waiting area such as Gail Rigsbee and Joyce Switzer.

43. Upon information and belief, Defendant Tavaréz breached a duty of care owed to Plaintiffs, and operated the motor vehicle negligently, carelessly, recklessly, willfully, and wantonly in that she:

- a. Drove her vehicle upon a sidewalk area in violation of N.C. Gen. Stat. § 20-160;
- b. Failed to keep a reasonable lookout;
- c. Failed to keep her vehicle under control and to avoid a collision;
- d. Failed to apply her brakes;
- e. Operated her vehicle in a careless and heedless manner and with willful or wanton disregard of the safety of others in violation of N.C. Gen. Stat. § 20-140(a);
- f. Operated her vehicle without due caution and circumspection and in a manner as to endanger others, in violation of N.C. Gen. Stat. § 20-140(b); and
- g. Was otherwise negligent, grossly negligent, and/or reckless as may be shown in discovery or proven at trial.

44. As a direct and proximate result of Defendant Tavaréz's negligence, gross negligence, reckless, and willful and wanton conduct, Gail Rigsbee suffered foreseeable serious and significant bodily injury, resulting in her death following the collision.

45. The damages incurred as a result of the negligence of Defendant Tavarez may include some or all of the following damages as allowed to the Decedent's intestate beneficiaries by N.G. Gen. Stat. § 28A-18-2(b) for the death of Plaintiffs' Decedent Gail Rigsbee:

- a. Compensation for pain and suffering of Plaintiffs' Decedent;
- b. The reasonable funeral expenses of Plaintiffs' Decedent;
- c. The present monetary value of Plaintiffs' Decedent to persons entitled to receive damages recovered, including but not limited to, compensation for the loss of the reasonably expected:
 - 1) Net income of the Decedent;
 - 2) Services, protection, care and assistance of the Decedent whether voluntary or obligatory, to persons entitled to the damages recovered;
 - 3) Society, companionship, comfort, guidance, kindly offices and advice of the Decedent to persons entitled to the damages recovered;
- d. Such punitive damages as the Decedent could have recovered had she survived, and punitive damages for wrongfully causing the death of the Decedent through maliciousness, willful or wanton injury, or gross negligence.

46. As a direct and proximate result of the above-referenced negligence of Defendant Tavarez, Plaintiffs have been damaged in an amount in excess of Twenty-five Thousand Dollars (\$25,000.00).

SECOND CLAIM FOR RELIEF
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(Defendant Tavarez)

47. Plaintiffs hereby incorporate by reference the allegations contained in all previous paragraphs into this Claim for Relief.

48. Plaintiff Joyce Switzer is the mother of the Decedent, Gail Rigsbee.

49. Plaintiff Joyce Switzer was standing in the designated bus waiting area only a few feet from her daughter when the bus struck Gail Rigsbee.

50. Plaintiff Joyce Switzer personally observed the bus strike her daughter and stood over her daughter's body as they waited for help to arrive.

51. Plaintiff Joyce Switzer personally observed her daughter's physical condition, catastrophic injuries, and extreme suffering immediately following the incident.

52. Plaintiff Joyce Switzer was close enough that she could have been hit by the bus had she not been pulled out of the way by another bystander.

53. As a direct and proximate result of Defendant Tavarez's actions, Plaintiff Joyce Switzer was unable to sleep, experienced nightmares about her daughter's violent death, and suffered extreme anxiety. Following her daughter's death, Plaintiff Joyce Switzer was treated by a medical doctor who diagnosed her with acute posttraumatic stress disorder as a result of the incident and prescribed medications to treat her PTSD and associated symptoms.

54. Acute posttraumatic stress disorder of the type Plaintiff Joyce Switzer suffered as a result of the incident is a type of severe and disabling emotional or mental condition which may be generally recognized and diagnosed by professionals trained to do so.

55. Plaintiff Switzer is not able to sleep or stay in her home by herself because of her extreme and severe emotional distress from this incident.

56. Plaintiff Joyce Switzer continues to have a clear vision and memory of the incident which killed her daughter and continues to suffer severe emotional distress as a direct and proximate result of the incident.

57. Defendant Tavaréz negligently engaged in the conduct as alleged above, including negligently operating her bus.

58. It was reasonably foreseeable that members of the same family would be traveling together and waiting together on the bus platform, and that Defendant Tavaréz's conduct as alleged above would cause Plaintiff Joyce Switzer severe emotional distress.

59. Defendant Tavaréz's conduct did in fact cause Plaintiff Joyce Switzer severe emotional distress of the type, manner or degree as described above.

60. As a direct and proximate result of the Defendant Tavaréz's actions, Plaintiff Joyce Switzer suffered severe emotional distress and been damaged in an amount in excess of Twenty-five Thousand Dollars (\$25,000.00).

THIRD CLAIM FOR RELIEF
IMPUTED LIABILITY OF DEFENDANT CITY OF DURHAM, GOTRANSIT
PARTNERS, RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION
AUTHORITY, AND DURHAM CITY TRANSIT COMPANY

61. Plaintiffs hereby incorporate by reference the allegations contained in all previous paragraphs into this Claim for Relief.

62. At all relevant times, Defendant Tavaréz was employed by the City of Durham, GoTransit Partners, Research Triangle Regional Public Transportation Authority, and/or Durham City Transit Company as a bus driver and was operating a bus in the course and scope of her employment, in furtherance of the business of her employer, and incident to the performance of duties entrusted to Defendant Tavaréz.

63. The actions of Defendant Tavaréz are imputed to her employer, Defendant City of Durham, GoTransit Partners, Research Triangle Regional Public Transportation Authority, and/or Durham City Transit Company under the doctrine of *respondeat superior*.

64. In the alternative, at all relevant times, Defendant Tavaréz was an agent of the City of Durham, GoTransit Partners, Research Triangle Regional Public Transportation Authority, and/or Durham City Transit Company and was operating the bus within the course and scope of her agency with these Defendants.

65. As a direct and proximate result of the willful, negligent, grossly negligent, reckless, willful and wanton conduct of Defendant Tavaréz as the agent and/or employee of the Defendants, Lawanda Gail Rigsbee was killed and Plaintiff Joyce Switzer suffered severe emotional distress.

COMPENSATORY DAMAGES

66. Plaintiffs hereby incorporate by reference the allegations contained in all previous paragraphs as if fully alleged herein.

67. As a direct and proximate result of the negligence of Defendants, Plaintiff Joyce Switzer sustained damages and will continue to sustain damages as alleged herein above, including:

- a. Physical and emotional injuries;
- b. Past and future pain and suffering;
- c. Permanent impairment;
- d. Emotional distress;
- e. Past and future medical expenses; and
- f. Such other further damages as may be shown at trial.

68. As a direct and proximate result of these personal injuries, Plaintiff Joyce Switzer is entitled to recover from the Defendants, jointly and severally, compensatory damages in excess of Twenty-Five Thousand Dollars (\$25,000.00).

69. As a direct and proximate result of the actions of Defendants, the Estate of Lawanda Gail Rigsbee is entitled to recover from Defendants damages in excess of Twenty-Five Thousand Dollars (\$25,000.00), including but not limited to the following wrongful death damages under North Carolina law, N.C. Gen. Stat. Section 28A-18-2:

- a. Expenses for medical care and treatment;
- b. Compensation for the decedent's physical and psychological pain and suffering;
- c. Reasonable funeral expenses of the decedents;
- d. The decedent's present monetary value to the persons entitled to receive the damages recovered, including but not limited to compensation for the loss of the reasonably expected:
 - 1) Net income of the decedent;
 - 2) Services, protection, care and assistance of the decedents, whether voluntary or obligatory, to the persons entitled to the damages recovered;
 - 3) Society, companionship, comfort, guidance, kindly offices and advice of the decedent to the person entitled to the damages recovered; and
- e. Nominal damages when the jury so finds.

WHEREFORE, Plaintiffs pray the Court that they have and recover:

1. Judgment against Defendants, jointly and severally, for compensatory damages in excess of Twenty-Five Thousand Dollars (\$25,000.00);
2. Pre-judgment and post-judgment interest as provided by law;
3. The costs of this action;
4. Trial by jury of all issues of fact so triable;
5. Plaintiffs' attorneys' fees; and
6. Such other and further relief as the Court may deem just and proper.

This the 2d day of June, 2022.

LAW OFFICES OF JAMES SCOTT FARRIN
Attorneys for Plaintiff

By: _____

Coleman M. Cowan

Coleman M. Cowan (State Bar No. 21997)

Kaitlyn E. Fudge (State Bar No. 54829)

280 S. Mangum Street, Suite 400

Durham, North Carolina 27701

Telephone: (919) 688-4991

Facsimile: (919) 688-4468

ccowan@farrin.com

kfudge@farrin.com

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22 CVS 2603

RACHEL RIGSBEE and RODNEY)
RIGSBEE as the Administrators of)
the ESTATE OF LAWANDA GAIL)
RIGSBEE; and JOYCE SWITZER,)
individually,)

Plaintiff,)

v.)

DURHAM CITY TRANSIT)
COMPANY d/b/a GODURHAM;)
GOTRANSIT PARTNERS;)
RESEARCH TRIANGLE)
REGIONAL PUBLIC)
TRANSPORTATION AUTHORITY)
d/b/a GOTRIANGLE;)
ALEXANDRA IRENE TAVAREZ,)
in her Individual Capacity and in her)
Official Capacity as a Bus Driver for)
the City of Durham; and CITY OF)
DURHAM,)
Defendants.)

PLAINTIFF'S FIRST REQUEST FOR
ADMISSIONS TO DEFENDANT
GOTRANSIT PARTNERS

TO: GoTransit Partners

Served with the Summons and Complaint in this action.

Plaintiff hereby submits the following Requests for Admissions to Defendant City of Laurinburg pursuant to Rule 36 of the North Carolina Rules of Civil Procedure. Defendant is requested to answer each Request for Admission separately and fully in writing, under oath, within thirty (30) days of service hereof.

DEFINITIONS

Please note that the following definitions apply to all Requests for Admissions:

1. "Complaint" refers to the complaint in the above-captioned matter.

2. "You" or "yours" refers to GoTransit Partners.
3. "Incident" or "collision" refers to that collision or impact between the motor vehicle operated by Defendant Tavarez with Lawanda Gail Rigsbee.

REQUEST FOR ADMISSIONS

The facts that you are requested to admit or deny are as follows:

1. Admit that you are a proper party to this lawsuit.

ANSWER:

2. Admit that you are properly named in this case.

ANSWER:

3. Admit that service was proper as to you.

ANSWER:

4. Admit that venue is proper in this Court as to you.

ANSWER:

5. Admit that jurisdiction is proper in this Court as to you.

ANSWER:

6. Admit that on May 20, 2021, when the incident occurred, Alexandra Irene Tavarez was working as a bus driver for the City of Durham.

ANSWER:

7. Admit that City of Durham operates its bus system in conjunction with Durham City Transit Company d/b/a GoDurham, GoTransit Partners, and Research Triangle Regional Public Transportation Authority d/b/a GoTriangle.

ANSWER:

8. Admit that on May 20, 2021, when the incident occurred, Alexandra Irene Tavarez was an agent of GoTransit Partners.

ANSWER:

9. Admit that Alexandra Irene Tavarez was acting within the course and scope of her agency with GoTransit Partners when the collision occurred on May 20, 2021.

ANSWER:

10. Admit that as a direct and proximate result of Alexandra Tavarez's negligence, Lawanda Gail Rigsbee was killed.

ANSWER:

11. Admit that as a direct and proximate result of Alexandra Tavarez's negligence, Joyce Switzer suffered severe emotional distress.

ANSWER:

12. Admit that Lawanda Gail Rigsbee and Joyce Switzer did not cause or contribute to their injuries.

ANSWER:

This the 6th day of June, 2022.

LAW OFFICES OF JAMES SCOTT FARRIN
Attorneys for Plaintiff

By: 
Coleman M. Cowan (State Bar No. 21997)
Kaitlyn E. Fudge (State Bar No. 54829)
280 S. Mangum Street, Suite 400
Durham, North Carolina 27701
Telephone: (919) 688-4991
Facsimile: (919) 688-4468
ccowan@farrin.com
kfudge@farrin.com

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22 CVS 2603

RACHEL RIGSBEE and RODNEY)
RIGSBEE as the Administrators of the)
ESTATE OF LAWANDA GAIL)
RIGSBEE; and JOYCE SWITZER,)
individually,)

Plaintiff,)

v.)

DURHAM CITY TRANSIT)
COMPANY d/b/a GODURHAM;)
GOTRANSIT PARTNERS;)
RESEARCH TRIANGLE REGIONAL)
PUBLIC TRANSPORTATION)
AUTHORITY d/b/a GOTRIANGLE;)
ALEXANDRA IRENE TAVAREZ, in)
her Individual Capacity and in her)
Official Capacity as a Bus Driver for)
the City of Durham; and CITY OF)
DURHAM,)

Defendants.)

PLAINTIFF'S FIRST
INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT GOTRANSIT
PARTNERS

TO: GoTransit Partners

Served with Summons and Complaint in this action.

The undersigned hereby serves upon you the following written Interrogatories and Requests for Production of Documents under the provisions of Rules 26, 33, and 34 of the North Carolina Rules of Civil Procedure.

Pursuant to Rule 33 of the North Carolina Rules of Civil Procedure you are required to answer these Interrogatories separately and fully in writing under oath and to serve a copy of your Answers on the undersigned within the time provided by Rule 33.

Pursuant to Rule 34 of the North Carolina Rules of Civil Procedure, you are requested to produce for copying and inspection the items described in the Requests for Production of Documents. The copying and inspection shall be conducted at The Law Offices of James Scott Farrin, 280 S. Mangum Street, Suite 400, Durham, NC 27701 within the time required by the Rules of Civil Procedure.

These discovery requests shall be continuing in nature until the day of trial, and you are required to serve supplemental answers as additional information may be found or is made available to you as required by Rule 26 of the Rules of Civil Procedure.

DEFINITIONS

Please note that the following definitions apply to all Interrogatories and Requests for Production of Documents:

1. "Complaint" refers to the complaint in the matter of *RACHEL RIGSBEE and RODNEY RIGSBEE as the Administrators of the ESTATE OF LAWANDA GAIL RIGSBEE; and JOYCE SWITZER, individually v. DURHAM CITY TRANSIT COMPANY d/b/a GODURHAM; GOTRANSIT PARTNERS; RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY d/b/a GOTRIANGLE; ALEXANDRA IRENE TAVAREZ, in her Individual Capacity and in her Official Capacity as a Bus Driver for the City of Durham; and CITY OF DURHAM.*

2. "Document" is used in its customary broad sense to mean, by way of illustration, and not by way of limitation:

- a. All written, printed, typed, recorded or graphic matter of every type and description, however and by whomever prepared, produced, reproduced, disseminated or made, in the actual or constructive possession, custody or control of defendant, or defendant's attorneys, including but not limited to all writings, letters, minutes, bulletins, correspondence, telegrams, memoranda, notes, instructions, literature, work assignments, notebooks, records, agreements, contracts, notations of telephone or personal conversations or conferences, intra and out of office communications, microfilm, circulars, pamphlets, advertisements, catalogues, studies, notices, summaries, reports, books, invoices, graphs, photographs, drafts, data sheets, data compilations, computer data sheets, computer data compilations, work sheets, statistics, speeches and other writings, tape-recordings, transcripts of tape-recordings, phonograph records, data compilations from which information may be obtained or can be translated through detection into reasonably usable form, or any other tangible thing;
- b. Originals and all other copies not absolutely identical; and
- c. All drafts and notes (whether typed, handwritten or otherwise) made or prepared in connection with such documents, whether used or not.

3. The pronouns "he," "him" or "his" include "she," "her," "hers," "it," "its," and "they," or "theirs" when appropriate.

4. "Identify," "Identification," "Identity," or any other variant thereof, shall have the following meaning:

- a. When used in reference to a natural person, it shall mean to state the person's full name, telephone number, and the residence address and business address or, if present addresses are unknown, last known residence and business address;
- b. When used in reference to a partnership, it shall mean to state the full partnership's name, and the address of the partnership's principal office;
- c. When used in reference to a corporation, it shall mean to state the full name, the state of incorporation and the address of its principal office;
- d. When used in reference to an unincorporated association, or any other business entity, it shall mean the full name of the entity and the address of its principal office;
- e. When used in reference to a tangible thing, it shall mean to state the name or other individuating mark or symbol of such thing, its present or last known location, and a brief description of it; and
- f. When used in reference to a document, it shall mean to state the type of document (i.e., letter, memorandum, telegram, chart, data, telex, etc.) or some other means of identifying the document, its author or originator, its date or dates, its present location and custodian, and a summary of its contents. If any such document was, or presently is no longer, in your possession or subject to your control, state what disposition was made of such document.

5. "You" or "yours" refers to Defendant *GoTransit Partners*, its agents and attorneys.

6. "Collision" and "Incident" refer to the motor vehicle crash described in the Complaint to this civil action, involving the impact of the bus driven by Alexandra Irene Tavaréz with Lawanda Gail Rigsbee.

PRIVILEGE

If any document referred to or identified in response to any Interrogatory would be identified, described, or produced except for the fact that a privilege against such identification, description, or production is claimed, then set forth for each such document:

- a. Its date, title, type of document, and its length;
- b. Its writer, preparer, sender, addressee and every person receiving copies;
- c. A general description of its subject matter;

- d. The exact grounds on which the objection to production is based;
- e. The identity of all persons, in addition to those identified as required by section (b), supra, known to you who have seen the document; and
- f. The identity of the person now in possession of the document.

**DOCUMENTS NO LONGER IN EXISTENCE OR NO LONGER UNDER
POSSESSION, CUSTODY OR CONTROL**

If any document referred to or identified in response to in any Interrogatory, was at one time in existence and under you or your attorneys' possession, custody or control, but has been lost, discarded or destroyed, or has been removed from you or your attorneys' possession, custody or control, then with respect to each such document:

- a. Identify and describe such document by date, title, and type of document;
- b. State when each such document was most recently in the possession or subject to the control of defendants, or defendant's attorneys, and what disposition was made of such document, including an identification of the person, if any, presently in possession or control of such document;
- c. State when such document was transferred or destroyed, identify the person who transferred or destroyed such document and the persons who authorized or directed that the document be transferred or destroyed or having knowledge of its transfer or destruction and state the reason such document was transferred or destroyed; and
- d. Identify all persons having knowledge of the contents thereof.

INTERROGATORIES

1. Identify the person(s) responding to and verifying these discovery requests on behalf of GoTransit Partners including their full name, address, telephone number and title.

ANSWER:

2. If you contend that you have been named incorrectly or imprecisely in the Complaint, state the proper and accurate name.

ANSWER:

3. If you contend that there is a defect in process, service of process, venue or jurisdiction with respect to the summons and complaint in this civil action, describe in detail the nature of the defect(s).

ANSWER:

4. State whether Defendant Tavaréz was employed by Defendant GoTransit Partners at the time of the Collision. If so, please state the job title held by Defendant Tavaréz at the time of the collision, all other positions held by Defendant Tavaréz, the dates of Defendant Tavaréz's employment with the Defendant, whether Defendant Tavaréz was ever placed on any suspensions, whether Defendant Tavaréz is still employed today, and, if Defendant Tavaréz is still employed by Defendant GoTransit Partners, in what capacity.

ANSWER:

5. State whether GoTransit Partners was insured through a liability insurance policy or policies of any type (including business auto liability, fleet policy, commercial general liability, umbrella, supplemental, or other personal liability insurance) or any type of risk pool at the time of the collision that is the subject matter of this lawsuit, either in your own name or through the name of some other person or entity, or whether any other policy may be used to satisfy any part of a judgment against any Defendant in this action. If the answer is yes, identify each such policy, including:

- a. The limits of liability per individual and per accident under the policy;
- b. The name of the insured under the policy;
- c. The vehicle or vehicles insured under the policy at the time of the incident; and
- d. The amount of any self-insured retention.

ANSWER:

6. Please identify all injury claims and lawsuits against any named Defendant arising out of any collisions involving bus drivers or other drivers of public transportation vehicles for the ten (10) year period before the incident, and provide the caption of the case (or name of parties, jurisdiction and case number), and describe briefly the circumstances of each suit/claim and the disposition.

ANSWER:

7. With reference to the particular trip Defendant Tavaréz was taking at the time of the collision that is the subject of the Complaint, please state:

- a. The time and place of departure of her trip and intended destination;
- b. The route to be taken to her intended destination from the point of origination;
- c. The purpose of the trip.

ANSWER:

8. Identify all person(s) that had authority or permission to operate the 2009 bus involved in the collision that is the subject of this Complaint on May 20, 2021, and describe the scope of that permission or authority.

ANSWER:

9. At the time of the collision, did Defendant Tavaréz have access to a mobile communications device, such as a mobile phone or radio, in the vehicle operated by her? If so, for each device, identify the owner of the device, the type of device, make and model of said device, the phone number for said device, the service provider, and whether the device was in use in the 24 hours before the collision.

ANSWER:

10. State whether you or anyone else conducted any alcohol or drug testing on Defendant Tavarez within the 48 hours after the incident. If so, identify the person(s) conducting said test(s), the date and time of said test(s), and the results of said test(s).

ANSWER:

11. Describe in detail all training and education (including on-the-job training) provided by or on behalf of GoTransit Partners to Defendant Tavarez at any time and in any way related to the operation of a motor vehicle.

ANSWER:

12. With respect to the 2009 bus operated by Defendant Tavarez at the time of the collision, provide the following information:

- a. Identify the registered owner, lessor (if any) and lessee (if any) on the date of the incident;
- b. Identify all systems and devices in/on the vehicle that have the capability of recording and or transmitting any data about the operation of the vehicle (including without limitation Engine Control Module, Event Data Recorder, Airbag Control Module, Brake Control Module, Electronic On-Board Recorder, VORAD, etc.), state whether or not that data has been preserved and/or downloaded, and if so, when and by whom;
- c. Identify all systems and devices of any kind in or on the vehicle that allowed for communication between the driver and any other person or entity, state whether the data for the time period surrounding the collision has been preserved, and identify the person who has custody of the data and of the system from which the data was acquired;
- d. Identify all systems and devices of any kind in or on the vehicle that has the capability to monitor, record, and/or transmit data (this includes, but is not limited to, Qualcomm, TransCore, SkyBitz, Fluensee, Fleetilla, Teletrac, Lat-Lon, Telogis, GeoLogic, Cheetah, Xata, PeopleNet or similar system; any Collision or lane departure warning system; any driver safety monitoring; any transponders or tachographs; any onboard cameras or video devices; any bar code or toll pass systems; and any other tracking system, logging unit, trip monitor, trip recorder,

GPS system, satellite systems, or cellular systems), state whether the data for the time period surrounding the Collision has been preserved, and identify the person who has custody of the data and of the system from which the data was acquired; and

- e. State whether the vehicle was equipped with any Forward Avoidance Collision Technology and if so identify the make and model of said system or device.

ANSWER:

13. Explain your understanding of how and why the collision occurred and the basis or source(s) of your understanding.

ANSWER:

14. Identify all persons known to you, your employees, your agents, representatives, or attorneys who may have knowledge of or information concerning the subject collision that is the subject of this lawsuit or any of the events leading up to it or related events occurring thereafter, including: the name of each such person; the last known address and telephone number of each such person and your means of ascertaining the present whereabouts of each person; the occupation and employer of each person and that employer's address and telephone number, and; a general statement of the information each such person is believed to possess.

ANSWER:

15. Identify and explain all interactions and communications regarding the collision between anyone working for or on behalf of GoTransit Partners, with any other governmental agencies or personnel and what information was conveyed, including identifying the persons communicated with and what information was exchanged.

ANSWER:

16. State whether you or any of your employees, agents, representatives or attorneys are aware of any written or recorded statement made by any party, witness or other person concerning the Collision that is the subject of this lawsuit. If so, then state the following: the person giving the statement; the date the statement was taken; the name and address of the person taking the statement; whether the statement is in writing or was tape-recorded or video-taped; the name and address of the person who now has possession of the statement or tape, and; whether the witness received anything of value, for whatever purpose, in connection with or related to the giving of the statement.

ANSWER:

17. State whether GoTransit Partners performed any review (e.g., accident review board, preventability determination) of the collision to determine preventability and/or fault, and if so identify all persons involved in the review, the dates of the review and the conclusions that were reached.

ANSWER:

18. Cite all federal, state and local laws, statutes, ordinances, directives, and operating procedures that form the basis of the rules and regulations governing Durham City Transit Company/GoDurham, GoTransit Partners, and Research Triangle Regional Public Transportation Authority/GoTriangle.

ANSWER:

19. Describe the relationship between City of Durham, Durham City Transit Company/GoDurham, GoTransit Partners, and Research Triangle Regional Public Transportation Authority/GoTriangle, including how each of these entities operate with respect to providing a public transportation and bus system in Durham.

ANSWER:

20. With respect to each expert whom you expect to call as an expert witness at trial, please give the following information:

- a. The name and present address of the expert;
- b. The subject matter on which the expert is expected to testify;
- c. The facts and opinions to which the expert is expected to testify;
- d. A summary of the grounds for each opinion.

ANSWER:

**THESE INTERROGATORIES ARE CONTINUING AND REQUIRE
SUPPLEMENTATION AS MANDATED BY THE NORTH CAROLINA RULES OF
CIVIL PROCEDURE.**

REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Rule 34 of the *North Carolina Rules of Civil Procedure*, you are requested to produce for copying and inspection the items described below. The copying and inspection shall be conducted at The Law Offices of James Scott Farrin, 280 South Mangum Street, Suite 400, Durham, North Carolina, within the time required by the Rules of Civil Procedure.

1. All documents, electronically stored information, and tangible things identified or referred to in your answers to Plaintiffs' First Set of Interrogatories.

RESPONSE:

2. The complete personnel file for Defendant Tavaréz. This includes, but is not limited to, all training materials, certifications, employment contracts, independent contractor agreements and other contracts, agreements, memorandum, her employment application, performance reviews, salary and paycheck records, attendance records, background checks, driver's history report, accident reports, incident reports, awards, complaints, photographs, and a copy of her driver's license.

RESPONSE:

3. All documents, electronically stored information, physical evidence and tangible things generated, received, or reviewed by you in connection with any investigation of the facts and circumstances alleged in the Complaint.

RESPONSE:

4. Every written or recorded witness statement that pertains to the facts and circumstances alleged in the Complaint, including but not limited to any statements taken from the parties to this action.

RESPONSE:

5. Any communications by and between you and any other city, county or state entity which in any way refer or relate to the facts and circumstances alleged in the Complaint.

RESPONSE:

6. All insurance policies and/or risk pool documents, including but not limited to the declarations page, which may provide liability coverage for the claims alleged in the Complaint.

RESPONSE:

7. As pertaining to the Defendant's applicable insurance company for the collision that is the subject of this Complaint, a complete copy of the insurance company's file. This includes, but is not limited to, all statements and interviews of parties and potential witnesses, photographs of the scene and of the vehicles involved, and any other photographs, documents, or information related to the investigation of the collision. This information is being requested pursuant to *Evans v. USAA*.

RESPONSE:

8. Copies of all reservation or rights letters and/or agreements regarding insurance coverage for the collision that is the subject of this Complaint.

RESPONSE:

9. For each communication device (e.g., computers, cell phones, PDAs, smartphones, texting and e-mailing devices, etc.) that was in the vehicle that Defendant Tavarez was operating at the time of the incident, produce all documents reflecting usage and billing for the time period within 24 hours of the collision. This includes all devices, whether owned by Defendant Tavarez or not, and whether it was in use at the time of the incident or not.

RESPONSE:

10. Copies of all documents which describe the collision that is the subject of this Complaint or the circumstances leading up to it.

RESPONSE:

11. If any data is available (whether or not downloaded or retrieved) from the vehicle

or any part or system from the vehicle (e.g., engine control module (ECM), event data recorder (EDR), Sensing Diagnostic Module (SDM), drive-train or transmission control unit, power steering unit, airbag module, ABS or other brake system, or any EOBR), please produce both the printout of the data and the data file in its original format. This request is intended to cover data for as long as it was recorded before, during, and after the incident.

RESPONSE:

12. Produce all documents evidencing damage to any vehicle or other property as a result of the incident, including but not limited to repair estimates, appraisals, purchase invoices, repair bills, and checks or drafts reflecting payment for repair or replacement, and any other documents concerning or establishing the value of any item of property before or after the incident.

RESPONSE:

13. If the scene of the collision that is the subject of this Complaint was mapped (with a total station or other survey equipment) within 90 days of the incident, please produce a copy of the survey data files and all diagrams produced therefrom.

RESPONSE:

14. Copies of all photographs, video, computer simulations, and any other documents depicting:

- a. Any vehicle involved in the incident;
- b. Any person involved in the incident;
- c. The scene of the incident; and/or
- d. Any evidence (roadway markings or other) relevant to the incident.

RESPONSE:

15. A copy of all e-mails and any other correspondence and communications between any personnel, employees, or agents of City of Durham, Durham City Transit Company/GoDurham, GoTransit Partners, and/or Research Triangle Regional Public Transportation Authority/GoTriangle involving the incident, except for communications with

your attorneys.

RESPONSE:

16. All tapes and transcripts of conversations, interviews, and/or correspondence of any person who purports to know any facts or circumstances relevant to the issues of liability, comparative fault, causation and/or damages in this case.

RESPONSE:

17. Copies of all documents sent to or received from any governmental agency regarding the collision that is the subject of this Complaint, the driver involved in the incident, or any subject that is part of the basis of this lawsuit.

RESPONSE:

18. A copy of all documents relating to safety training courses, seminars, instructions or procedures involving bus driver training for Defendant Tavaréz.

RESPONSE:

19. All department manuals and employee manuals and other documents regarding the policies and procedures for the safe operation of public transportation vehicles.

RESPONSE:

20. All operating procedures, governing documents, and agreements between City of Durham, Durham City Transit Company/GoDurham, GoTransit Partners, and/or Research Triangle Regional Public Transportation Authority/GoTriangle.

RESPONSE:

21. With respect to each expert witness who may provide testimony at the trial of this case, provide:

- a. A copy of all documents reviewed by the expert witness in forming his or her opinions on this case;
- b. A copy of any exhibits that will be used to summarize or support the expert witness's opinions;
- c. A current résumé or curriculum vitae for said expert; and
- d. All billing records and work logs for said expert.

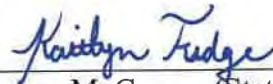
RESPONSE:

THESE REQUESTS FOR PRODUCTION OF DOCUMENTS ARE DEEMED TO BE CONTINUING AND REQUIRE SUPPLEMENTATION PURSUANT TO THE NORTH CAROLINA RULES OF CIVIL PROCEDURE.

This the 6th of June, 2022.

LAW OFFICES OF JAMES SCOTT FARRIN
Attorneys for Plaintiff

By:



Coleman M. Cowan (State Bar No. 21997)
Kaitlyn E. Fudge (State Bar No. 54829)
280 S. Mangum Street, Suite 400
Durham, NC 27701
Telephone: (919) 688-4991
Facsimile: (919) 794-6691
Email: ccowan@farrin.com
Email: kfudge@farrin.com