I. Call to Order:

II. Public Comment:

III. Advisory Committee Update:
   1. Customer Service Advisory Committee (CSAC)
   2. Access Advisory Committee
   3. Public Service Advisory Committee (PSAC)

IV. Board Committee Updates:
   1. Operations, Planning and Safety Committee
   2. Finance, Audit and Administration Committee
   3. CAMPO update
   4. Austin Transit Partnership Update

V. Consent Items:
   1. Approval of minutes from the December 17, 2021 board meeting.
   2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a Multiple Use Agreement (MUA) between Capital Metropolitan Transportation Authority (Capital Metro) and the Texas Department of Transportation (TxDOT) for the construction, maintenance, and operation of current and future bus stops and MetroRapid stations in TxDOT right of way.
3. Approval of a resolution authorizing the President & CEO to finalize and execute a contract with Trapeze Software Group, Inc. for software licensing, maintenance, and support for one (1) base year with four (4) option years, in an amount not to exceed $3,254,599.

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with BMR Janitorial & Pressure Washing Service, LLC for the fueling and interior and exterior cleaning of transit revenue vehicles in an amount not to exceed $3,557,818 for a three-year contract.

5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Bubble’z and Sudd’z for the interior and exterior cleaning of transit revenue vehicles in an amount not to exceed $3,046,880 for a three-year period.

VI. **Action Items:**

*1. Approval of an Interlocal Agreement with the City of Leander regarding funding for transit related capital improvement projects.


3. Approval of a resolution confirming the appointments to the Finance, Audit and Administration Committee and Operations, Planning and Safety Committee for 2022.

VII. **Discussion Items:**

1. Systemwide Accessibility and Urban Design

2. FY2021 Financial Report

3. Public Safety Update

4. Facility Programming Overview

VIII. **Reports:**

1. President & CEO Monthly Update

IX. **Executive Session of Chapter 551 of the Texas Government Code:**

Section 551.076 for Deliberations Regarding Security Devices or Security Audits

Section 551.072 for Deliberation regarding Real Property -- Real Estate; future operational, MetroRapid and railroad facilities and right of way

X. **Items for Future Discussion:**

XI. **Adjournment**
ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org if you need more information.

BOARD OF DIRECTORS: Wade Cooper, Chair; Jeffrey Travillion, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Becki Ross; Ann Kitchen, Leslie Pool and Pio Renteria.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Customer Service Advisory Committee (CSAC)
Welcome / Introductions / Call to Order
Chair Taylor

Public Communications

What Is The Red Line Parkway?

The Red Line Parkway is a proposed linear park and public space along the Metro Red Line, extending 32+ miles from Downtown Austin to Leander. Our vision is a thriving, inclusive, multi-functional parkway that provides convenient, enjoyable, car-free access to transit, parks, public art and other urban, suburban and rural destinations.

Beginning at Lady Bird Lake in Downtown Austin and ending at South Fork San Gabriel River in Leander, the Red Line Parkway will create a functional, legible and consistent trail between the urban center and northern suburbs of the Austin Metroplex.

It will serve an estimated 15,000 to 25,000 residents per day with increased access to parks and green space, the existing MetroRail Red Line commuter rail and opportunities for bike transport.

The Vision for The Parkway is:

- A paved path for walking, running & wheelchair access and a paved path for bicycling and scooting
- Separated from cars the entire way
- Gentle grades, lots of shade, public art
- Dozens of new parks with creeks & ponds, playgrounds & connecting trails
- Trail-oriented development

Over 150,000 residents and almost 200,000 jobs are currently within one mile of the 12-mile urban portion if the Red Line Parkway corridor.

There is also rapid residential, employment and student population growth along the corridor. Five Austin Community College (ACC) campuses are within one mile of the full trail corridor.

Mobility

- Trails provide additional mobility options, including walking, bicycling and access to transit, offsetting the demand to expand roadway capacity and automobile parking.
The Red Line Parkway will provide additional commuter traffic capacity within Austin’s more congested areas – including Downtown Austin through the Domain area.

It will provide significant shortcuts for bicycling and pedestrian connections to the MetroRail Red Line commuter rail, increasing use of existing transit resources.

Health

- Trails create healthy and low-cost recreation and transportation options in proximity to where people already live and commute, accessible to residents of every socioeconomic background.
- Physical and mental health is improved via regular exercise, contact with nature and social activity opportunities, reducing public health care costs.
- Trails improve air quality both by creating a zero-emission route and by replacing automobile trips that are the leading cause of Austin’s poor outdoor air quality.

Affordability

- Improving accommodations for walking, bicycling and transit in Austin are far-and-away more cost effective than increasing roadway capacity and parking for automobiles. The savings are reflected for individuals, government jurisdictions and the private sector.
- Increasing access to multiple transportation modes in proximity to Downtown Austin and other high opportunity areas increases the viability of living a more affordable car-free or car-light lifestyle, especially for those with strained household budgets.

Public Space & Art

- Trails create opportunities for social interaction in public space and for people to reimagine the city they live in. Trail corridors serve as a flexible canvas for creative design and installation of public art.
- Trails and public spaces are also desirable places to live and work next to, they invite tourist spending, and they enhance the value of real property and other nearby assets.

2022 Goals: Plan & Fund The Parkway

The Initiative’s four program areas are:
- Plan the Parkway
- Fund the Parkway
- Implement the Parkway
- Activate the Parkway

Timeline to complete the Red Line Parkway

- **2004** – Voters approved the Capital Metro plan for general provision of trails along the Red Line
- **Today** – 10% of the Red Line Trail is completed
- **2022** – Create the initial Parkway Plan
- **By 2024** – Secure all funding for implementation of an initial end-to-end trail for the Parkway
- **By 2030** – Complete implementation of an end-to-end trail for the Parkway

Why A Parkway Plan Is Needed
In 2022, Red Line Parkway Imitative is committed to engaging Parkway stakeholders and the public in the creation of a Parkway Plan to outline the following:

- **Feasibility:**
  - Identify and preserve the right of way for the Parkway
  - Create viable timeline for completion
  - Establish a corridor away from vehicle noise and air pollution

- **Collaboration**
  - Build community support for & ownership if the Parkway vision
  - Encapsulate community vision for Parkway
  - Coordination between local agencies
  - Provide mutually agreed upon plan-of-action that everyone adopts

- **Increase Value**
  - Increase overall return on investment – economic & community benefits
  - Induce private investment along corridor
  - Ensure anti-displacement measures
  - Identify what supplemental plans are needed: parkland, land use, art, cultural etc.

- **Connectivity**
  - Create a functional, legible, and consistent trail
  - Create an interim route that connects complemented portions
  - Identify sections in need of upgrade
  - Coordinate with other plans

- **Funding**
  - Qualify for additional public funding – local, state or federal
  - Qualify for completion by private developments
  - Inspire private funders to contribute to realizing the Parkway vision

**David Foster:** Is the plan to look at overcoming sequencing of construction to get the parkway connected?

**Tom Wald:** We’d be working in sections, where the Parkway is already most connected and working our way through there. It’s a gradual process but proves cost effective to connect the trail in a timely manner over time.

**Rose Lisska:** This project would also look at what other developments are going on, to best determine where would be the most effective spots to get the trail connected the quickest.

**Taylor Ephraim:** How does the Red Line Parkway Initiative amplify the best use of the Parkway for everybody?

**Rose Lisska:** We’ve worked closely with the City of Austin to best understand how to align a trail within the city. And will continue working with the City to assure that Parkway is best being utilized.

**Anti-Displacement**

*Nefertitti Jackmon, Community Displacement Prevention Officer, City of Austin - Housing and Planning Department*

- December 2021 – Draft report shared with CAC
- January 2022 – Public release
- 2022 – Socializing the Tool: City staff will host learning sessions for the community to learn how to use the Tool.
- Spring 2022 – Notice to Funds Available released for the first round applying the criteria in the Equity Tool.
Tentative Anti-Displacement Fund Budget - Years 1&2

- $735,000 – Staffing
- $23,000,000 – AHFC Land Acquisition
- $21,000,000 – Land Development (RHDA/OHDA)
- $20,000,000 – Community Development
- $265,000 – Community Engagement & Outreach

Funds allocated to AHFC for the use including loans to eligible 501c3 non-profits for the purpose of:

1) Preserving and developing affordable housing on small sites, as well as rental and ownership on larger sites

2) Land acquisition and banking for development of large sites, both rental and ownership, as well as expansion of city owned community land trust.

...Within one mile of PC in areas active and most vulnerable to displacement.

Land Development

To assist private and non-profits developers acquire state tax incentives and bonds for Rental Housing Development Assistance (RHDA) and Ownership Housing Development Assistance (OHDA) for:

- Acquisition
- Rehabilitation
- New construction of affordable housing for low to moderate income homebuyers.

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A competitive grant process for the community-initiated solutions that prevent the displacement of:

- Tenants
- Homeowners
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Expected Launch: Spring 2022

- Renters/Tenants Stabilizations
  These investments may include a range of tenant investments and stabilization service to include but not limited to:
  - Tenant legal services and representation
  - Emergency rental assistance
  - Education on Fair Housing Laws & Tenant Rights
  - New program services and investments to help stabilize tenants.

- Expanding & Preserving Homeownership Opportunities
These investments may include a range of programs and services that expand and preserve homeownership opportunities to include, but not limited to:

- Down payment and closing cost assistance programs
- Mortgage & Foreclosure Assistance
- Home rehabilitation and repair loans
- Existing community land trusts and housing cooperatives
- New program services and investments to help stabilize tenants.

- Other Anti-Displacement Strategies

These will include investments that build economic mobility opportunities within the impacted area of Project Connect. This may include a variety of solutions aimed at:

- Emerging Cooperative ownership
- Community land trusts
- Use of publicly owned land for community benefit
- Worker cooperatives
- And other models which build community wealth and / or support small businesses, or workforce development
- And other innovative solutions that can lead to equitable development.

Utilizing the Tool Report

✓ **Priority Places:** All investments will be focused in displacement risk area within 1 mile of a Project Connect station as recommended by the Tool.

✓ **Priority Purposes:** Investments must advance at least one priority purpose as recommended by the Tool.

✓ **READ Tool Maps and Dashboard:** To understand the conditions in the respective geographies to prioritize investments.

✓ **Application and Scoring Criteria:** The Tool will inform the scoring criteria for the Community Development Fund’s competitive process.

Utilizing the Tool Report:

The Tool allows one to view multiple data points and metrics on the populous of an area. Giving insight on the demographics of the people living there, from race, ethnicity, education, income level and more.

Community Development Fund Implementation Next Steps

1. **Anti-Displacement Grant Administration (Dec 2021 – Sept 2022):** Draft Application package, Scoring Criteria, Program Guidelines, Procurement Coordination, Online Application Form, minimum qualification review, review panel coordination, CAC review, CC approval

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3. **Outreach (Dec 2021 – May 2022):** Application website, preliminary planning and research for targeted outreach, outreach meeting facilitation and tracking.
4. **Training and Technical Assistance (February 2022 – May 2022):** Training for technical staff and review panelists, coordination of NOFA information sessions and webinars, office hours.

**Betsy Greenburg:** Is this money going to be used to only redevelop single family residences? Is there any funding allocated to redeveloping industrial, commercial and multi-family housing

**Nefertitti Jackmon:** We have funding allocated to affordable housing, which could be multi-family units, apartment units and single-family units. All stipulated that they are designated affordable housing.

**David Foster:** When is the community training going to happen and what is the best way for us to stay connected to that?

**Nefertitti Jackmon:** Here is a link that the public can use to keep track of these community sessions: https://austintexas.gov/edims/pio/document.cfm?id=374227

**Ruven Brooks:** Will there be a significant population of people who would be affected positively by Project Connect? What is being done to mitigate displacement?

**Nefertitti Jackmon:** We use 1 mile = 20 walk time as a basis of how to plan the transit around communities, so that people a half mile to a mile away would consider using transit and the effect of more walkability is more people live in the area, increasing transit use.

**Project Connect Update**

**Edna Parra, Community Engagement & Outreach Manager**

**General and Get Involved webpage**

- Orange and Blue Line – Public meetings on traffic, connectivity, environmental topics
  - ETA: Late March
- 1/26 | CAC Monthly Meeting

**Blue Line:**

- 1/12 | Waller Creek Boathouse Update
- **Update:** Tonight Austin Transit Partnership will be co-hosting a meeting with the City of Austin's Parks and Rec Department to discuss how the Blue Line will impact the boathouse. PARD has completed a feasibility study and has named the (currently vacant) Youth Hostel on the South Shore as the lead alternative site to build a new boathouse.

**Orange Line:**

- 1/12 | Austin Voices briefing
- 1/24 | CANPAC (Central Austin Neighborhood Planning Advisory Committee) Meeting
- 1/25 | UAP (University Area Partners) Meeting
- The ATP CE team is scheduling multiple information sessions on the reconfiguration of the 29th and Guadalupe intersection to neighborhood organizations and stakeholders (such as the rental community and area businesses in addition to previously noted CANPAC and UAP meetings)
- 3/1 | Crestview Station CDW
- **Ongoing:** property owner meetings to discuss impacts from orange line right of way. Multiple letters have been sent to property owners impacted by Orange Line ROW

**Red Line:**

- 1/18 | Groundbreaking for Broadmoor Station
- TBD | Groundbreaking for McKalla Station (target April 2022)

**Green Line:**

- No upcoming events
MetroRapid:

- 2/7 | MetroRapid Community Update
- 2/16 | Pleasant Valley MetroRapid Groundbreaking

MetroExpress:

- No upcoming events

Pickup:

- 2/1 | Pickup Community Update

Park & Rides:

- 2/7 | MetroRapid Update (focus on amenities/connections to MetroRapid P&R)
- TBD | 30% Design Workshop “Connectivity” (amenities/connections to OL and BL P&R)
- TBD | Goodnight Ranch Groundbreaking?
- TBD | Expo Center Groundbreaking

David Foster: Letters going to property owners for land acquisition, does it include properties by UT?

Edna Parra: Letters have gone out to property owners, but not all have been personally met yet. We want to meet with the individuals as well, to make sure they are aware of what’s going on.

Ephrim Taylor: CapMetro does not reach out to business owners. They can meet with the property owners, but not the tenants. Though, there have been flyers put around the neighborhood and community to alert residents of what’s happening.

Operations Software

Chad Ballentine, VP, Demand Response and Innovative Mobility
Jonathan Tanzer, Technology Systems Program Manager, PMO
Darrell Freeman, Technology Project Manager II

MetroAccess KPI’s

- On Time Pickups: 92% or better
- Answering calls promptly: 5% or fewer
- Reasonable hold times: 2 minutes or less

Hundreds of Other Indicators: Productivity, On Board Time, Eligibility Outcomes, etc.

System Background

- All Functions: Eligibility, Customer Accounts, Reservations, Scheduling, Dispatch, Driver Routing and more.
- Deployed in 2001
- Update Ops Committee Feb 2020 on Performance & Planned System Replacement
- Procurement Attempted in 2020
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Demand Response Transit Systems

- Improved Customer Experience
  - ADA- accessible iOS, Android & Web
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  - ADA accessible staff interface via the web
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  - Automation of Workflow of Routine Tasks

- **Integrations in CapMetro Systems**
  - Phone System Rode Reminders
  - Enterprise Assess Management
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  - CapMetro App Customer Payment Integration

- **Systems Provided by Spare Labs Inc.**
  - Privately-owned, founded in 2015
  - Headquarters: Vancouver, BC, Canada
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- **Contract Award Total - $4,201,206**
  - New software startup timeline – 12 months
  - Base: Through September 30th, 2023 - $447,210
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**Next Steps**

**Early 2022:**
- Begin Kickoff and Design Activities
  - Internal and External Stakeholders

**Ongoing Throughout 2022:**
- Software/Hardware Integration
- Stakeholder Engagement
- Software/Hardware Testing
- Staff Training
- Community Outreach & Training
- Pilot Testing with Volunteer Customers

**2023: Launch (Once 100% Tested and Ready)**

**Committee Elections**

The committee nominates Ephraim Taylor for Chair Position for the year 2022.

**Approval of the minutes**

*Next Meeting: February 9th, 2022*
Board of Directors  

Item #: AI-2021-190  

Agenda Date: 12/17/2021  

Access Advisory Committee
Welcome / Introductions / Call to Order
Chair Hunt

Public Communications

Audrey Diaz: Things like funerals are very too hard to engage with, using MetroAccess – because schedules are unpredictable.

Suzie Edrington: We suggest calling MetroAccess so they can work with the customers and time schedules. Currently open returns are only for medical trips, and we have not opened them up further yet.

Paul Hunt: I’d like to commend MetroAccess for the service they’ve done with the airport.

Paul Hunt: My wife and I travel with our two dogs, and sometimes we are being given on-board violations, even when we’ve cleared their travel with MetroAccess. This causes disturbances with other customers as they get moved to other routes.

Julie Lampkin: There have been software issues on our end, with relaying the correct reservations as they are chartered.

Paul Hunt: This bothers me on behalf of other customers, because re-routing someone means they’ll be late to whatever function they plan to attend.

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Glenda Born: There are visually impaired members on this committee, and you showed maps, could you pinpoint where these areas you are talking about?

Nefertitti Jackmon: My apologies, I didn’t realize there were individuals with impaired vision on this call.

Paul Hunt: What is a Project Connect station? Is it a specific place, specific lines or the whole city?

Nefertitti Jackmon: The new investments, like BRT and Light Rail are the stations we are referring to as Project Connect stations.

Glenda Born: How would this impact MetroAccess? If a person lives within three-quarters of a mile distance of fixed service how would that impact the individual? Would those people still be able to use MetroAccess?
Nefertitti Jackmon / Chad Ballentine / Martin Kareithi / Suzie Edrington: MetroAccess would run parallel to fixed route service, as means to compliment the service. Where Metro goes, MetroAccess goes with it.

Paul Hunt: How would people get help for affordable housing with the funding?
Nefertitti Jackmon: The funding would not be available to individuals, but through a non-profit organization to help individuals with anti-displacement.

Annual Metro Access Metric Update 2021 Fiscal Year
Chad Ballentine, VP, Demand Response and Innovative Mobility
Suzie Edrington, Director of Demand Response

Americans with Disabilities Act of 1990 – Civil Rights
ADA Complementary Paratransit provides a service “safety net” to people who cannot use the fixed-route because of a disability

Minimum service characteristics requirements:
- Operate during the same days & hours as local fixed routes
- Accept reservation at least a day in advance
- Operate with a ½ mile corridor of fixed route
- Serve requests for all trip purposes
- Charge a fare no more than twice the base non-discounted adult fare for fixed route
- Operate without capacity constraints (e.g. untimely pickups, missed trips, excessive trip lengths, and excessive telephone hold times)

MetroAccess Structure
- Began in 1976
- 225 square mile – peak weekday
- Delivers over 2,000 weekday passenger trips
- ~7,200 registers customers
- 500+ employees / 330 operators
- 228 vehicles including 45 Pickup
- Operations and Maintenance largely represented by the ATU
- Control & Call Center meet and confer IUE Union
- Contractor MTM Responsibility:
  - Operations
  - Maintenance
- CapMetro Responsibility:
  - Contractor oversight
  - Eligibility
  - Customer Service
  - Reservations
  - Scheduling
  - Dispatch
  - Planning

Performance
Fiscal Year Ridership Compared to Pre-COVID

FY 2014 - 614,104
FY 2015 - 653,587
FY 2016 - 661,984
FY 2017 - 670,092
FY 2018 - 670,884
FY 2019 - 697,307
Glenda Born: Did the level of COVID in Austin have an impact on ridership?
   Suzie Edrington: Yes, COVID impacted our Ridership.

Mike Gorse: I suppose the metrics for this month will be interesting, as CapMetro is understaffed, and many operators are testing positive for COVID.
   Suzie Edrington: We’ve had a few operators out due to COVID, though it has not impacted our ability to carry out service. We still meet all the demand for the day.
   Christopher Westbrook: We have seen an increase in the number of positive cases we receive, but this has not had a real immediate impact on service.
   Raul Vela: This is the experience with us as well, we’ve had to put a couple of operators out, but we plan to just ride the wave just like everyone else.

Paul Hunt: How is overflow handled?
   Suzie Edrington: We don’t have overflow; we have a substantial buffer between loads to assure we are meeting demand on all routes.

Glenda Born: In the event a driver has tested positive, are there contact tracing measures for the customers as well?
   Julie Lampkin: If an operator tests positive, we build a report based on the last day they worked and when they started showing symptoms. Then we look back at the last four days and see who all rode on the transit with the operator. We then contact those customers and inform them that they may have come into contact with COVID-19. The same procedure works if a customer informs us that they are positive and have been on-board a transit service.

Audrey Diaz: Does making a report on a driver also mean they get my information as well?
   Julie Lampkin: MTM, the operator agency, removes names from complaints.
   Audrey Diaz: A driver has confronted me on whether or not I made a complaint.
   Julie Lampkin: We remove names, but please report if you have another issue

Operations Software
Chad Ballentine  VP, Demand Response and Innovative Mobility
Jonathan Tanzer, Technology Systems Program Manager, PMO
Darrell Freeman, Technology Project Manager II

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- Stakeholder Engagement
- Software/Hardware Testing
- Staff Training
- Community Outreach & Training
- Pilot Testing with Volunteer Customers

#### 2023: Launch (Once 100% Tested and Ready)

**Paul Hunt:** Drivers are still doing paperwork on the road. There was an expectation that once the new system came in that paperwork would go away. Another thing, right now operators are having issues with their tablets. The tablet servers go down and that causes a whole load of issues. I was wondering, will there be improved integration on the software?

**Chad Ballentine:** We’re looking to overhaul the system; we’re hoping to make the system more reliant and dependable.

### Approval of the minutes

*Next Meeting: February 02, 2022*
<table>
<thead>
<tr>
<th>Board of Directors</th>
<th><strong>Item #</strong>: AI-2022-329</th>
<th><strong>Agenda Date</strong>: 1/24/2022</th>
</tr>
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<td><strong>Public Service Advisory Committee (PSAC)</strong></td>
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Capital Metropolitan Transportation Authority  
Public Safety Advisory Committee  
Meeting Minutes  
January 13, 2022  
1:00 PM – 2:30 PM

Agenda:  
Call to Order  
*Edna Parra, Community Outreach and Engagement Manager*

**Members:** Adam Powell, Christian Shelmire, Kathryn Kalinowski, Lauren Taylor, Leslie York, Meme Styles, Monica Sanchez, Ru’Kaiel Johnson, Stephen Foster

**Staff:** Cheyenne Krause, Gardner Tabon, Darryl Jammal, Wanda Dunham, Samantha Alexander, Ayeola Williams, Officer Troy, Edna Parra

Welcome  
*Jeff Travillion, Capital Metro Chair; Travis County Commissioner  
Randy Clarke, Capital Metro President & CEO*

Vice Chair Travillion and President Clarke welcomed and thanked the committee and staff, spoke about the importance of the committee and how critical their input and feedback will be for our transit system. Also, gave an overview of the program and approach, which will be community-centric, civilian first, law enforcement second.

Committee Introductions  
*Edna Parra, Community Outreach and Engagement Manager*

Introductions of members and staff; Edna will serve as staff liaison and can be reached for any questions via email edna.parra

About Capital Metro  
*Cheyenne Krause; Deputy Chief of Staff*

Spoke about the Capital Metro Service Area:
- 544 sq. mile service area and the population served is: 1.3M

Participating jurisdictions:
- Austin
- Leander
- Manor
- Lago Vista
- Jonestown
- Point Venture
- San Leanna

Ms. Krause talked about the daily pre-COVID ridership: 115,000 and CapMetro Services:

**Bus Service:**
- 83 Bus routes
- 14 high frequency routes
- 2,300 Bus stops
- 26 MetroRapid Stations

**Commuter Rail:**
- 9 stations along 32 miles of track between Leander and Downtown Austin

**MetroAccess Paratransit Service:**
213 vehicles
7,231 registered customers served

**Pickup Service:**
11 Zones providing on-demand point to point transit within each zone

**MetroBike & MetroRideShare**

**Freight Rail:**
162 miles between Giddings and Llano

In addition, the committee was brief on Project Connect, partnerships with contracted service providers, and regulating administrations.

Foster: What were pre-Covid ridership numbers, and have we seen them bounce back?
Krause: No, numbers have not increased; us, like most agencies nationwide, have not rebounded back to pre-Covid yet. We post ridership statistics for the past month at:

Foster: Are we carrying hazardous materials on that freight line?
Jamail: We do not carry any hazardous materials and we host our freight line, so they operate freight in our system

Powell: How does Project Connect to this committee and how much will they play a role in this conversation?
Krause: This will be important; a lot of the policies will have to apply to the systems that we apply in the future – both for infrastructure and policy.
Gardner: Several factors in building a police department – population, transit-oriented development, and technology; these will all be factored into what we need for the department.

**Public Safety Program Overview**

*Gardner Tabon, EVP & Chief Safety Officer*

*Darryl Jamail, Sr. Director of Public safety & Emergency Management*

**Previous Public Safety Model**
- Agreement with Austin Police Department for part-time, off-duty APD officers to act as CapMetro security
- Police officers were only public safety presence in system and police are not always appropriate for every type of emergency call
  - Top 5 Emergency Call Currently:
    - General request for assistance
    - Loitering
    - Misc.: No mask or mask related
    - Disturbance – verbal or physical
    - Check welfare

Mr. Tabon continued to give the overview of the three-pronged approach and Mr. Jamail went into each prong in more detail:

**Public Safety Ambassadors**
- The primary interface with our customers (proactive)
- Prepared to identify all public safety issues or policy violations and respond with a customer service-centered approach
  - Connecting people with intervention specialists or contacting first responders if needed
- Identify safety improvements to infrastructure (i.e., trip hazards)

**Community Intervention Specialists**
- Focus on impacts to the system caused by mental health, substance abuse, and people experiencing homelessness
• Equipped with social service skills and training
• Respond as needed to station stops and vehicles
• Assist with training other staff and operators (I.e., Mental Health First Aid)

Transit Police
• The public safety response that will be used after public safety ambassadors and/or intervention specialists
  ▪ Dispatched as needed for specific escalated or emergency public safety situations
• Equipped with ongoing, transit-specific public safety training and social service skills.
• Involved in ongoing, transit-specific public safety drills
• Primary resources for anti-terrorism measures on the system
• Will work in partnership with other jurisdictions for certain functions (I.e, special events)

TCOLE Requirements for New Police Departments
Texas Commission on Law Enforcement: Texas Agency responsible for establishing licensing requirements, monitoring reporting required by the state and certifying creation of new law enforcement agencies.

He continued with the Texas Commission on law Enforcement (TCOLE) requirements that include the documentation for the need of a police department, funding sources that need to be identified, polices that need be adopted, and many more.

York: on the specialist and ambassadors will they be out at the same time as the buses are in service
Jamail: Yes, the goal would be to have them 24/7; as we hire people, we will see where they are most needed and staff methodically
York: On the police, what criteria will be used when you hire them?
That is still under development; police have already been commissioned since we do not have a commission, but we are sure what that looks like yet.
Foster: training standards; are we thinking about having a medical aspect as well?
Tabon: we have not explored all options yet; we will have all of those options once we hire a police chief

Sanchez: would like to see de-escalation practices and
Jamail: It is an industry standard that department have de-escalation practices; ambassadors currently have that and they will be required to have anti-bias training.

Peer Standards:

Police Chief Characteristics
Gardner Tabon

Summary of Community Feedback on Leadership
• Personality & Leadership Style
  o Transparent & accountable
  o Leads by example
  o Thinks outside of the box; willing to change & be progressive
  o Community engagement driven
  o Truthful/Honest/Person of Integrity
  o Culturally competent and understands social and cultural biases and inequities
  o Critical thinker
• Professional Experience
  o Experience with transit/mobility systems
  o Administratively sound
  o Build up organization/teams
  o Sees value in training
Understand the cultural environment of Austin
- Collaborative, strategic
- Understands roles and responsibilities
- A servant leader

**Transit Police Leadership Timeline**
- Community discussion of characteristics & peer agency research – Sept. Jan 2022
- Job posting finalized & recruitment begins – Jan. 2022
- Hiring transit police leadership – Spring 2022

Styles: Do you have any candidates right now for the police chief?
Tabon: No, we do not have any current candidates for the position; Chief Dunham is retired and is not a candidate

Powell: looking at the org chart, is the plan to have ambassadors and specialists separately, or will that change in the future?
Jamail: They will be separate, and under Jamail; they will work together, and collaborate, but the plan is to keep them separate
Powell: Autonomy is a great idea so they have a different approach to the de-escalation responses.

**Mr. Jamail continued with the list of peers and standards that CapMetro has reviewed and completed during this process:**
- DART (Dallas), MARTA (Atlanta), VIA (San Antonio), Austin Police Department (Austin), Denver RTD, BART (Bay area, CA), Tri-MET (Portland)
- CALEA (The Commission on Accreditation for Law Enforcement Agencies)
- Topics: policies and professional standards, integration of ambassadors and social workers, leadership recruitment and job descriptions, experience with creating new transit police function, etc.

And the topics that were reviewed were policies and professional standards, integration of ambassadors and social workers, leadership recruitment and job descriptions, experience with creating new transit police function, etc.

Taylor: Can we get the peer report out to the committee? Yes, we can share the APTA report to distribute to the group.

Policy development (Styles): When is policy is developed, that where committee wants to have community engagement, will that happen:
Parra: yes, that is one thing that we will rely on this committee for – their input and best practices to reach out to the community. Also, input on issues that they see fit to take out to community for feedback.

**Committee Reminders and Next Meeting**

*Edna Parra, Community Outreach and Engagement Manager*

**Stakeholder Engagement since August 2021**
- Stakeholder 1:1 briefings
  - Topics: priorities/opportunities for the public safety program, feedback on draft advisory committee charter, and characteristics staff should seek out in transit police leadership
  - Members of the public may request a 1:1 or small group meeting by emailing Edna.Parra@capmetro.org

- Customer Service Advisory Committee (CSAC), Access Advisory Committee & Diversity, Equity & Inclusion Council meetings
  - Topics: feedback on draft advisory committee charter, and characteristics staff should seek out in transit police leadership

**Reminders about the PSAC Role:**
The Public Safety Advisory Committee may provide input & recommendations to the Agency’s Management team and Board regarding the following topics relevant to the comprehensive public safety program:
  o Input to the Board regarding the creation & review of policies – the chair will present
  o Input to staff regarding program creation & review of procedures
  o Identifying opportunities for CapMetro to educate & engage the community on public safety topics
    ▪ Committee will help map out community outreach as we mentioned earlier
  o Review & input on quarterly & annual public safety performance goals/metrics
  o Input to staff regarding the characteristics staff shall seek out in Transit Police leadership
  o Input to staff on the development of public safety staff training programs
  o Input to staff on public safety awareness campaigns & customer information communications

Meetings will be open to the public and recorded and all meeting materials will be posted online, but meetings are not subject to the Texas Open Meetings Act

Written communication between members and staff is subject to the Texas Public Information Act

The PSAC is an advisory committee, not a decision-making body

Individual members represent

Our Next Meeting
Date: The next meeting will possibly be late March or early April
Location: Virtual, but the group can revisit as they see fit
And the topics that we’ll cover are:
  ▪ Election of Chair and Vice Chair- please think about nominating someone or yourself, and remember that this individual would also be presenting to the board on updates (currently done virtually)
  ▪ Review of Detailed Timelines and Milestones
  ▪ Introduction to needed policies

Adjourn Meeting
Approval of minutes from the December 17, 2021 board meeting.
Minutes
Capital Metropolitan Transportation Authority
Board of Directors

Friday, December 17, 2021 12:00 PM 2910 East 5th Street, Austin, TX 78702

I. Call to Order

12:12 p.m. Meeting Called to Order

Present: Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

II. Public Comment

Brianna Frey, Tom Wald, Jacob Alan Henson, and Zenobia Joseph provided public comment.

III. Advisory Committee Update:

1. Customer Service Advisory Committee (CSAC)
2. Access Advisory Committee

IV. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. CAMPO update

   No CAMPO meeting was held this month, so no report was given.
4. Austin Transit Partnership Update

V. Consent Items

Board Member Pool had a question about Consent Item #2, so both Consent items were voted on individually.

1. Approval of minutes from the November 22, 2021 board meeting.

   A motion was made by Vice Chair Travillion, seconded by Board Member Ross, that the minutes be adopted. The motion carried unanimously 8-0.
2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Blank Rome Government Relations, LLC for Federal Government Legislative services for a base period of one (1) year with four (4) one-year options for a total not to exceed amount of $1,087,400.

A motion was made by Board Member Pool, seconded by Vice Chair Travillion, that this Resolution be adopted. The motion carried unanimously 8-0.

VI. Action Items:

1. Approval of a resolution appointing Kathryn Kalinowski, Ru’Kaiel Johnson, Lauren Taylor, Meme Styles, Stephen Foster, Monica Sanchez, Adam Powell, Brent Payne, and Leslie York to the Public Safety Advisory Committee.

A motion was made by Board Member Ross, seconded by Board Member Renteria, that this Resolution be adopted. The motion carried by the following vote:

   **Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with California Creative Solutions for a Data Warehouse and Business Intelligence (DWBI) system and implementation services for a base period of two (2) years with eight (8) one-year option periods and 20% contingency in an amount not to exceed $8,795,938.

A motion was made by Vice Chair Travillion, seconded by Secretary of the Board Stratton, that this Resolution be adopted. The motion carried by the following vote:

   **Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Presidio Networked Solutions Group for Cisco Smartnet support for one (1) year in an amount not to exceed $232,673.

A motion was made by Board Member Kitchen, seconded by Secretary of the Board Stratton, that this Resolution be adopted. The motion carried by the following vote:

   **Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with CDW Government, LLC. to acquire workstation technology in an amount not to exceed $599,825.

A motion was made by Vice Chair Travillion, seconded by Board Member Renteria, that this Resolution be adopted. The motion carried by the following vote:

   **Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross
5. Approval of a resolution authorizing the President & CEO, or his designee, to modify contract #200164 with Verizon for an additional $500,000 to address expanded needs for a total new contract amount not to exceed $3,350,878.

A motion was made by Secretary of the Board Stratton, seconded by Board Member Mitchell, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a one (1) year contract with Bytemark, Inc. with four (4) one-year options for onboard fare validator expansion in an amount not to exceed $2,501,483.

A motion was made by Board Member Pool, seconded by Board Member Renteria, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Silsbee Ford Inc. to purchase ten (10) Ford Explorer Hybrid Vehicles for the Capital Metro Public Safety Department in an amount not to exceed $425,744.

A motion was made by Board Member Pool, seconded by Board Member Renteria, that this Resolution be adopted. The motion carried by the following vote:

**Aye:** Cooper, Travillion, Stratton, Renteria, Kitchen, Pool, Mitchell, and Ross

8. Approval of a resolution awarding President & CEO Randy Clarke an adjustment to base pay equal to 4% of his annual salary and a one-time performance achievement bonus equal to 8% of base pay based on his 2021 annual performance review. The increases are awarded retroactively to October 3, 2021 in accordance with the Employment Agreement.

This item was taken up after Executive Session.

Board Member Ross put forward the amended resolution.

A motion was made by Board Member Ross, seconded by Board Member Pool, that this Resolution be adopted as amended. The motion carried by the following vote:

**Aye:** Cooper, Stratton, Kitchen, Pool, and Ross

**Away:** Travillion, Renteria, and Mitchell

**VII. Discussion Items:**

1. Customer Satisfaction Survey

   Because of time constraints this item was deferred until a later date.
VIII. Reports:

1. President & CEO Report

Because of time constraints no report was given this month.

IX. Executive Session of Chapter 551 of the Texas Government Code:

Section 551.076 for Deliberations Regarding Security Devices or Security Audits

Because of time constraints the first Executive Session on Security was deferred until a later date.

Section 551.074 for Personnel Matters related to the annual performance review for the President and CEO

1:42 p.m. Into Executive Session
5:19 p.m. Out of Executive Session

X. Items for Future Discussion:

XI. Adjournment

5:20 p.m. Meeting Adjourned

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org if you need more information.

BOARD OF DIRECTORS: Wade Cooper, Chair; Jeffrey Travillion, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Becki Ross; Ann Kitchen, Leslie Pool and Pio Renteria.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a Multiple Use Agreement (MUA) between Capital Metropolitan Transportation Authority (Capital Metro) and the Texas Department of Transportation (TxDOT) for the construction, maintenance, and operation of current and future bus stops and MetroRapid stations in TxDOT right of way.

FISCAL IMPACT:
This action has no fiscal impact.

STRATEGIC PLAN:
Strategic Goal Alignment:
☒ 1. Internal/External Customer Service Excellence  ☒ 2. Stakeholder Engagement
☒ 3. Financial and Environmental Sustainability  ☒ 4. Staff Development
☒ 5. Agency Growth Management

Strategic Objectives:
☒ 1.1 Safety & Risk  ☒ 1.2 Continuous improvement  ☒ 1.3 Dynamic Change
☐ 1.4 Culture of Innovation  ☐ 2.1 Be an Employer of Choice  ☒ 2.2 Organization Development
☐ 2.3 Organization Culture  ☐ 3.1 Resource optimization  ☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership  ☐ 4.1 Educate & Call to Action  ☒ 4.2 Build Partnerships
☒ 4.3 Value of Transit  ☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Entering into an MUA with TxDOT will ensure that Capital Metro is able to efficiently construct and modify current and future bus stops and MetroRapid stations. This provides for new and improved transit service for passengers. This agreement further reinforces the partnership with TxDOT in providing mobility alternatives and is valuable as Capital Metro continues to grow.

BUSINESS CASE: As Capital Metro continues to provide improvements to bus stops and transit related facilities, the MUA will allow coordination with TxDOT to be more seamless. This agreement will encompass all TxDOT right-of-way to facilitate the addition, improvement and/or removal of bus stops and MetroRapid stations. This MUA will be comprehensive to include all TxDOT right-of-way within the Capital Metro service area. There is no funding required for the execution of this agreement.
COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on January 12, 2022.

EXECUTIVE SUMMARY: TxDOT allows use of its right of way for transportation related purposes by issuing legal multiple use agreements (MUA) to government entities. Previously, Capital Metro and TxDOT entered into separate MUAs for each bus stop or MetroRapid station to be constructed and operated in TxDOT right-of-way based on a particular corridor or project. This single MUA will replace those MUAs for existing stations and bus stops which will provide a more efficient contractual relationship between the parties. In addition, this MUA will provide for new additional stops and stations, streamlining the process for construction and operation of such improvements. The MUA will be continuously monitored and updated by TxDOT in partnership with Capital Metro staff as bus stops and stations within TxDOT Right of Way are added, improved, relocated or removed. The MUA will properly inventory Capital Metro bus stops and stations.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Not applicable

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

AI-2021-253

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors (“Board of Directors”) and Capital Metro management endeavor to expand and improve transit service and provide access; and

WHEREAS, the Board of Directors and Capital Metro management recognize the need to provide additional bus stops and MetroRapid stations in the Texas Department of Transportation (TxDOT) right of way.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the President & CEO, or his designee, is authorized to finalize and execute a Multiple Use Agreement (MUA) between Capital Metropolitan Transportation Authority (Capital Metro) and the Texas Department of Transportation (TxDOT) for the construction, maintenance, and operation of current and future bus stops and MetroRapid stations in TxDOT right of way.

Date: ______________________

Secretary of the Board
Eric Stratton
MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and Capital Metropolitan Transportation Authority, hereinafter called Capital Metro, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the day day of month of the year, 2021, the governing body for the Capital Metro, entered into Resolution/Ordinance No. Ordinance hereinafter identified by reference, authorizing the Capital Metro’s participation in this agreement with the State; and

WHEREAS, the Capital Metro has requested the State to permit the construction, maintenance and operation of a public Bus Stops & Rapid Metro Stations on the highway right of way, (ROADWAY See Exhibit A CONTROL SECTION NO. Exhibit A). (General description of area including either the control number or GPS coordinates.) Please See Exhibit A shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses, conditioned that the Capital Metro will enter into agreements with the State for the purpose of determining the respective responsibilities of the Capital Metro and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.
AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

Capital Metro will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to this Agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Capital Metro shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Capital Metro and found not to comply with ADA or TAS shall be corrected at the entire expense of the Capital Metro.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.
4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Capital Metro. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibilities shall include picking up trash, clearing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Capital Metro has failed to comply with these responsibilities, it will perform the necessary work and charge Capital Metro the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Capital Metro shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Capital Metro shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Capital Metro for the use of the facility under this agreement, the Capital Metro will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Capital Metro must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Capital Metro’s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party all obligations herein to make improvements to said facility shall immediately cease and terminate and Capital Metro shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Capital Metro has failed to timely remove the facility, it will perform the necessary work and charge Capital Metro the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is in the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Capital Metro shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Capital Metro shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.
12. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, Capital Metro AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2021, THE Capital Metro (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THE SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREBY INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREEUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the “Workers Compensation Law,” the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.
Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Capital Metro. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Capital Metro shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The Capital Metro shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. The Capital Metro shall include TxDOT as an additional insured by endorsement in its commercial general liability insurance policy. Prior to beginning work on the State's right of way, the Capital Metro's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when so required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The Capital Metro shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The Capital Metro, for itself, its personal representatives, successors and interests and
assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the ______________ shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The ______________ must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the ______________ if that service is authorized by this agreement.
21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)
(Mailing Address)

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State’s written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party’s construction, maintenance, repair or operation of the facility.

24. WARRANTIES

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)
IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the
____________________ on the __________ day of __________________, 20___, and the
State on the __________ day of __________________, 20__.

______________________________  
(Name of other party)

By: ____________________________  
Signature

______________________________  
Printed Name

______________________________  
Title

______________________________  
Agency

______________________________  
Date

APPROVAL RECOMMENDED:

______________________________  
Contact Office and Telephone M.

______________________________  
District Engineer

______________________________  
Tucker Ferguson, P.E.

______________________________  
Printed Name

______________________________  
Date
ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E
EXHIBIT A
MUA MASTER LIST
This MUA supersedes all previous MUAs for Capital Metro Bus Stops and MetroRapid Stations and includes the most current list of locations
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<td>TXDOT_HWY</td>
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<tr>
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SUBJECT:
Approval of a resolution authorizing the President & CEO to finalize and execute a contract with Trapeze Software Group, Inc. for software licensing, maintenance, and support for one (1) base year with four (4) option years, in an amount not to exceed $3,254,599.

FISCAL IMPACT:
Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:
Strategic Goal Alignment:
☒ 1. Internal/External Customer Service Excellence
☐ 2. Stakeholder Engagement
☐ 3. Financial and Environmental Sustainability
☐ 4. Staff Development
☐ 5. Agency Growth Management

Strategic Objectives:
☐ 1.1 Safety & Risk ☒ 1.2 Continuous improvement ☐ 1.3 Dynamic Change
☐ 1.4 Culture of Innovation ☐ 2.1 Be an Employer of Choice ☐ 2.2 Organization Development
☐ 2.3 Organization Culture ☐ 3.1 Resource optimization ☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership ☐ 4.1 Educate & Call to Action ☐ 4.2 Build Partnerships
☐ 4.3 Value of Transit ☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Providing a system to create passenger schedules, bus operator schedules and run-cutting, logging onto vehicles, and managing pickups for Demand Response customers is essential to daily Cap Metro services and operations. The suite of 21 Trapeze software products is used by fixed route and service planning, vehicle dispatch, and traveler tools to provide consistent service to customers and operations staff.

BUSINESS CASE: In 2018, the Board reauthorized a four-year contract with Trapeze for software licensing, maintenance, and support which expires at the end of February 2022 and requires renewal to continue service to customers and operations staff. The support ensures high availability for the many CapMetro applications that interface with these proprietary software modules, making them extremely critical to the Agency.
COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on January 12, 2022.

EXECUTIVE SUMMARY: In January 1999, Capital Metro implemented the initial Trapeze software modules. Over time, we have acquired additional modules and Trapeze has acquired companies from whom Capital Metro previously purchased software applications that are now included in our suite of 21 Trapeze products that make up the Trapeze system. This system has been identified as critical to the day-to-day operation of Capital Metro. The current contract expires at the end of February 2022. This new support and maintenance agreement will provide Capital Metro software licensing and technical telephone support for the modules twenty-four (24) hours a day, seven (7) days a week over the next five years. In addition, maintenance provides Capital Metro software upgrades, patches, and fixes at no additional cost. This support and maintenance is annually renewed.

DBE/SBE PARTICIPATION: No SBE goal is assigned to this solicitation because it is a sole source procurement and there is no scope of subcontracting. It is justified as a sole source because it is a proprietary system and software support can only be provided from a single source.

PROCUREMENT: On November 12, 2021, a Sole Source Procurement request was issued and advertised. The proposal from Trapeze Software Group, Inc. was received on December 31, 2021. The proposal was reviewed in all aspects of pricing and technical support, and was determined to be fair and reasonable based on established market prices and cost analysis of preceding years of maintenance and support provided by Trapeze Software Group, Inc. The contract is for one (1) Base Year and four (4) Option Years. The following is a breakdown of the not to exceed amount per Base and Option Years:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Award</th>
</tr>
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<tbody>
<tr>
<td>Base Year - Software Licensing, Warranty, and Maintenance</td>
<td>$589,000.00</td>
</tr>
<tr>
<td>Option Year 1 - Software Licensing, Warranty, and Maintenance</td>
<td>$618,450.00</td>
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<tr>
<td>Option Year 2 - Software Licensing, Warranty, and Maintenance</td>
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<td>Option Year 3 - Software Licensing, Warranty, and Maintenance</td>
<td>$681,842.00</td>
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<tr>
<td>Option Year 4 - Software Licensing, Warranty, and Maintenance</td>
<td>$715,934.00</td>
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<tr>
<td><strong>Not to Exceed Total for Base and Options:</strong></td>
<td><strong>$3,254,599.00</strong></td>
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RESPONSIBLE DEPARTMENT: Information Technology
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

AI-2021-303

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to maintain its Trapeze software systems in good working order to support current operations and customers;

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with Trapeze Software Group, Inc. for software licensing, maintenance, and support for one (1) base year with four (4) option years, in an amount not to exceed $3,254,599.

Date: ______________________

Secretary of the Board
Eric Stratton
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with BMR Janitorial & Pressure Washing Service, LLC for the fueling and interior and exterior cleaning of transit revenue vehicles in an amount not to exceed $3,557,818 for a three-year contract.

FISCAL IMPACT:
Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:
☒ 1. Internal/External Customer Service Excellence   ☐ 2. Stakeholder Engagement

Strategic Objectives:
☒ 1.1 Safety & Risk      ☒ 1.2 Continuous improvement   ☐ 1.3 Dynamic Change
☒ 1.4 Culture of Innovation   ☐ 2.1 Be an Employer of Choice   ☐ 2.2 Organization Development
☐ 2.3 Organization Culture   ☐ 3.1 Resource optimization   ☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership   ☐ 4.1 Educate & Call to Action   ☐ 4.2 Build Partnerships
☐ 4.3 Value of Transit   ☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Vehicles that are cleaned and disinfected daily are critical to our core business of providing safe and reliable transportation. The daily fueling and checking of fluids in our vehicles is critical to delivering safe and reliable service.

BUSINESS CASE: Capital Metro receives cleaning services at a reasonable price under this agreement. BMR Janitorial & Pressure Washing Services, LLC already cleans our vehicles onsite as a subcontractor to MV Transportation. Given recent changes to the MV contract, Capital Metro is responsible for this function. The firm agreed to continue services with no changes in pricing, making it a logical choice to maintain their services.
COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on January 12, 2022.

EXECUTIVE SUMMARY: Effective January 1, 2022, the MV contract has been modified and the responsibility for providing for these services falls to Capital Metro. As CapMetro moves forward to have more direct control of the quality of service delivered, the current contractor in place will need to be retained so there is no gap in service and the transition of contracts does not cause any impact to our customers.

BMR Janitorial & Pressure Washing Services, LLC provides cleaning and fueling of transit vehicles specifically located at the North Operations facility. BMR duties include daily cleaning of the vehicle’s interior and exterior, fueling each vehicle, checking engine oil, water, and fluids.

DBE/SBE PARTICIPATION: No DBE goal is assigned to this solicitation because it is an emergency procurement. However, the selected vendor is a certified DBE.

PROCUREMENT: Capital Metro performed an emergency descoping of various contract services from the MV Transportation contract, including this one. After direct negotiation with the contractor there were no changes in pricing.

<table>
<thead>
<tr>
<th>BMR Janitorial &amp; Pressure Washing Service, LLC</th>
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<tr>
<td>Daily Servicing and Fueling</td>
</tr>
<tr>
<td>Labor</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td>2022</td>
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<tr>
<td>2023</td>
</tr>
<tr>
<td>2024</td>
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<td>3-yr total</td>
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RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

AI-2022-315

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the best customer experience and to better serve Central Texas residents; and

WHEREAS the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to acquire contract services for the fueling and the interior and exterior cleaning of transit revenue vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with BMR Janitorial & Pressure Washing Service, LLC for the fueling and interior and exterior cleaning of transit revenue vehicles in an amount not to exceed $3,557,818 for a three-year contract.

Date: ______________________

Secretary of the Board
Eric Stratton
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Bubble’z and Sudd’z for the interior and exterior cleaning of transit revenue vehicles in an amount not to exceed $3,046,880 for a three-year period.

FISCAL IMPACT:
Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:
Strategic Goal Alignment:
☒ 1. Internal/External Customer Service Excellence ☐ 2. Stakeholder Engagement
☐ 3. Financial and Environmental Sustainability ☐ 4. Staff Development
☐ 5. Agency Growth Management

Strategic Objectives:
☒ 1.1 Safety & Risk ☒ 1.2 Continuous improvement ☐ 1.3 Dynamic Change
☐ 1.4 Culture of Innovation ☐ 2.1 Be an Employer of Choice ☐ 2.2 Organization Development
☐ 2.3 Organization Culture ☐ 3.1 Resource optimization ☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership ☐ 4.1 Educate & Call to Action ☐ 4.2 Build Partnerships
☐ 4.3 Value of Transit ☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Vehicles that are cleaned and disinfected daily are critical to our core business of providing safe and reliable transportation. The daily fueling and checking of fluids in our vehicles is critical to delivering safe and reliable service.

BUSINESS CASE: Capital Metro receives cleaning services at a reasonable price under this agreement. Bubble’z and Sudd’z already cleans our vehicles onsite as a subcontractor to MV Transportation. Given recent changes to the MV contract, Capital Metro is responsible for this function. The firm agreed to continue services with no changes in pricing, making it a logical choice to maintain their services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on January 12, 2022.
EXECUTIVE SUMMARY: Effective January 1, 2022, the MV contract has been modified and the responsibility for providing for these services falls to Capital Metro. As CapMetro moves forward to have more direct control of the quality of service delivered, the current contractor in place will need to be retained so there is no gap in service and the transition of contracts does not cause any impact to our customers.

Bubble’z and Sudd’z provides cleaning services for the interior and exterior of transit revenue vehicles. Bubble’z and Sudd’z duties include daily tasks of removing trash, sweeping, and mopping floors, cleaning windows, sanitizing stanchion poles, passenger, and driver seats. Weekly tasks of exterior cleaning with a minimum of three times per week washing the exterior of the vehicles, vehicle rims, and checking windshield washer fluid. Lastly, a detailing requirement of every 45 days which requires full interior cleaning and hand wash/dry of exterior.

DBE/SBE PARTICIPATION: No DBE goal is assigned to this solicitation because it is an emergency procurement. However, the selected vendor is a certified DBE.

PROCUREMENT: Capital Metro performed an emergency descoping of various contract services from the MV Transportation contract, including this one. After direct negotiation with the contractor there were no changes in pricing.

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<tr>
<th>Bubble’z &amp; Sudd’z</th>
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RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance
WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the best customer experience and to better serve Central Texas residents; and

WHEREAS the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to acquire contract services for the interior and exterior cleaning of transit revenue vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with Bubble’z and Sudd’z for the interior and exterior cleaning of transit revenue vehicles in the amount of $3,046,880 for a three-year contract.

Date: ______________________

Secretary of the Board
Eric Stratton
Approval of an Interlocal Agreement with the City of Leander regarding funding for transit related capital improvement projects.
WHEREAS, Capital Metro has a strong interest in serving the members of its service area, which today include the cities of Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, San Leanna, and parts of Travis and Williamson counties, and in the success of their economic development as they grow in population; and

WHEREAS, Capital Metro’s partnership with small cities in the Central Texas area is critical to address our regional transportation challenges and in the success of our overall transportation system; and

WHEREAS, Capital Metro is committed to supporting the transit infrastructure throughout its service area and to working with its regional partners to maximize the value of their transit investments; and

WHEREAS, the City of Leander has been a valuable partner with Capital Metro since 1985 and hosts the terminus station for the commuter rail Red Line service; and

WHEREAS, the Capital Metro Board directed staff in Resolution AI-2022-318 on January 12, 2022, to pursue utilizing the Build Central Texas (BCT) program or similar program to enter into an ILA for providing the annual fiscal year surplus sales tax revenue above the annual fiscal year total costs of service to regional communities for transit supportive infrastructure beginning in Fiscal Year 2022.

NOW, THEREFORE BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO to negotiate and execute an Interlocal Agreement with the City of Leander similar to the current Interlocal Agreements between Capital Metro and other suburban member cities for the Build Central Texas Program – Suburban Communities Program (BCT).

BE IT FURTHER RESOLVED that the Capital Metro President & CEO is directed to do the following:

- Ensure the cost of service to Leander is fully transparent and calculations are verified for the purpose of the Interlocal Agreement.

- Ensure enhanced coordination with the City of Leander on the federally required service planning process prior to bringing service changes to the Board of Directors for consideration and approval.

- In accordance with Capital Metro Board Resolution (AI-2022-318), include a $10 million transit supportive infrastructure fund in a FY2022 Budget Amendment for consideration and approval in March 2022 to fund transit supportive infrastructure projects proposed by small city members. Funding for the program is to be allocated proportionately to each small member city by sales tax contribution. Staff shall seek input from the City of Leander and the small member cities in developing additional program parameters.
• Coordinate with the City of Leander staff to enhance our comprehensive service planning and community outreach methods to ensure City residents are aware of Capital Metro services and opportunities.

• As Capital Metro finalizes its Facilities Master Plan, if real estate holdings are identified in Leander as available for non-Capital Metro facility purposes, Capital Metro will coordinate with the City of Leander for the best use of the real estate to meet both entity’s goals.
Capital Metro & City of Leander: ILA and Supporting Resolution

• Included Leander in the Build Central Texas Program – funding based on difference between their sales tax contributions and total cost of services attributed to Leander.

• Provide technical or project assistance for federal grants that support transit supportive infrastructure and meet both Leander and CapMetro goals.

• Leander to receive portion of new $10 million transit supportive infrastructure funds, based on sales tax contributions relative to other small member cities.

• Enhanced coordination and transparency for service planning and community engagement.

• Capital Metro will coordinate with Leander on agency-owned real estate available for non-Capital Metro purposes.
This Interlocal Agreement (“Agreement”) is entered into by and between the City of Leander, a home rule City, (hereinafter “Leander” or “Suburban Community”) and Capital Metropolitan Transportation Authority (“Capital Metro”) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code. Capital Metro and Leander are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

I. Recitals

Whereas, this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

Whereas, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas or its charter;

Whereas, Capital Metro has developed the Build Central Texas Program – Suburban Communities Program (“BCT Program”) to meet the transportation infrastructure needs of suburban cities and portions of counties in the Capital Metro service area by providing for their transportation system improvement projects;

Whereas, the Parties now desire to enter into a mutually beneficial agreement that meets the transportation mobility needs of both Parties; and

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

II. BCT Program Funding, Guidelines and Procedures

A. Funding for Leander in the BCT Program will be allocated annually in a sum equal to the difference between the sales tax contributions attributed to Leander and the total cost of service attributed to Leander for the prior fiscal year. For the purposes of this Agreement, total cost of service shall be defined as operations and maintenance costs for transit service provided to Leander and 50% of the total capital depreciation of commuter rail assets (net of grant and capital contribution revenue). For Fiscal Year 2022, the amount to meet the definition above is agreed to be $1,921,057. In future fiscal years, Capital Metro staff will notify Leander of the amounts allocated to Leander based on the prior year sales tax receipts contribution and total cost of service, and the terms and conditions of this Agreement will apply.

B. Capital Metro shall provide audited annual financial statements to Leander upon request. All cost information and service metrics are available monthly on the Capital Metro website dashboard. Any additional data valuable to Leander will be reasonably provided upon request.
C. Once Capital Metro staff notifies Leander of a fiscal year allocation under this Agreement, Leander shall submit to Capital Metro a proposed project list for that fiscal year in accordance with the Suburban Communities Program Procedures and Guidelines attached to this Agreement as Exhibit A (the “BCT Guidelines and Procedures”). A project list for Fiscal Year 2022 shall be submitted by April 15, 2022. If a project list for any fiscal year is not submitted to Capital Metro by the end of the calendar year in which funds are allocated, then such fiscal year funds are forfeited.

D. Notwithstanding Exhibit A, Invoicing and Payment Section 4., Capital Metro shall make payments to Leander, under this Agreement, as follows: a check for fifty (50%) of the Fiscal Year 2022 allocation will be available on June 1, 2022, provided a project list is submitted by April 15, 2022. Each fiscal year allocation under the Agreement shall be mailed to Leander upon submittal of an approved project list for the fiscal year in which the funds are allocated and an invoice on Leander City letterhead. Payment of the remaining amounts allocated for each project shall be made upon submission of an invoice from Leander, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the project. Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project documentation to ensure compliance with the terms of this Agreement and the Program Guidelines and Procedures.

E. Capital Metro shall provide Leander requested technical or project assistance in pursuing federal grant funds to complement the funding available under the Program that supports transit supportive infrastructure and joint Leander and Capital Metro goals.

F. Leander will comply with the BCT Guidelines and Procedures, which set out the rules and regulations governing participation in the BCT Program and payments to be made to Leander under this Agreement. Capital Metro reserves the right, in its sole discretion to make amendments to the BCT Program Guidelines and Procedures from time to time.

III. Term and Termination

A. The initial term of this Agreement is from the date of the last Party to sign (“Effective Date”) through September 30, 2032. After the initial term, the Agreement will automatically renew annually on the anniversary of the Effective Date unless either Party provides written notice ninety (90) days in advance of the end date of its intent not to renew. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.

B. If for any fiscal year, funds are not appropriated or allocated by one of the Parties to this Agreement, for such Party’s performance of its obligations under this Agreement, this Agreement shall become void, without penalty to either Party, and the Party shall promptly give notice to the other Party that funds were not appropriated or allocated.

C. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro’s performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of such termination or cancellation, Capital Metro will not be liable to Suburban Community for any damages, which are caused or associated with such termination, or cancellation.

IV. General Provisions
A. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.

B. **Severability.** If any provision of the Agreement will, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions, which other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the Agreement, in which event the Agreement will be canceled.

C. **Cooperation.** The Parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

D. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.

E. **Entire Agreement.** This Agreement, together with Exhibit A, represents the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the subject of this Agreement.

F. **No Amendment of Other Agreements.** Unless otherwise expressly stipulated in this Agreement, this Agreement is separate from and is not an amendment or modification of any other agreement between the parties.

G. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. Both parties recognize that Leander and Capital Metro are subject to the Texas Public Information Act (“TPIA”) and unless accepted by that Act, documents and information in Leander’s and Capital Metro’s possession are subject to public disclosure.

H. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.

I. **Interpretation of Laws and Authorities.** All federal and state contractual provisions, as applicable, will be included in any corresponding contracts or procurements by the Parties. The Parties shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into by the individual Party in support of the contract work. The Parties will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this Agreement as if the respective Party, entering into the subcontract, rendered such performances. In no event does this provision relieve each Party of its individual responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.

J. **Notices.** Any notice given hereunder by either Party to the other will be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

Leander: 

________________________________________

________________________________________

Capital Metro:  President/CEO
Capital Metropolitan Transportation
Authority
700 Lavaca, Suite 1400
Austin, Texas 78701

With a copy to: Chief Counsel
Capital Metropolitan Transportation Authority
700 Lavaca, Suite 1400
Austin, Texas 78701

K. Liability. THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

L. Administrative Approval. Leander’s duly authorized representative and the Capital Metro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action or action from their respective governing bodies, but only to the extent necessary to implement and further the clear intent of the respective governing bodies’ approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

M. Government Immunity. By execution of this Agreement, neither Party waives nor relinquishes any immunity rights available to it by law except as otherwise stipulated by applicable laws.

V. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

Capital Metropolitan Transportation Authority

By: ____________________________ By: ____________________________
Catherine Walker Printed Name: ____________________________
EVP, Chief Financial & Risk Officer Title: ____________________________
EXHIBIT A

THE BUILD CENTRAL TEXAS - SUBURBAN COMMUNITIES
PROGRAM PROCEDURES AND GUIDELINES

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area (collectively, the “Suburban Communities”) benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Build Central Texas Program - Suburban Communities Program project proposals. Capital Metro staff will be available to assist with any questions that may arise regarding the program.

**Project Criteria**

1. The purpose of a project must be for transit related capital improvements and generally will fall into one of the following categories, unless otherwise agreed to by Capital Metro:

   a. Transit Capital Improvements:

      i. Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows.

      ii. Must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the Suburban Community that the project is along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.

   b. Street Resurfacing and Improvements:

      i. Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition.

      ii. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition, as determined by Capital Metro staff. Written verification of such resurfacing must be submitted.
c. Mobility Improvements:

i. Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, transit-related bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related bicycle and pedestrian improvements are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or service.

2. Strong preference is given to projects that are directly on a transit route.

3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.

4. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.

**Project Submittal**

1. When Capital Metro staff notifies the Suburban Community of a fiscal year allocation, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year (October 1-September 30). The proposed project list must be submitted on or before March 31 of each fiscal year that funds are allocated provided the project list does not exceed the fiscal year allocation. The project list shall define the scope of work for the services to be provided by Suburban Community.

2. Upon request, Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project that does not meet the established Project Criteria. Any project not rejected by Capital Metro shall be deemed approved.

3. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. Capital Metro will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Final project proposals should be in letter form and directed to Capital Metro at the following address:

   Capital Metropolitan Transportation Authority  
   Attn: Finance  
   2910 East Fifth Street  
   Austin, Texas 78702

4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Notwithstanding the foregoing, emergency projects deemed by the Suburban Community to be of grave
public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.

5. In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of small businesses in publicly funded projects, Small Business Enterprise (“SBE”) participation is strongly encouraged. Each Suburban Community may set SBE goals on procurements using its own “Small Business Program” or the Suburban Community may follow Capital Metro’s SBE program.

6. If a project list for any fiscal year that funds are allocated is not submitted to Capital Metro by the end of the calendar year in which funds are allocated, then such fiscal year funds are forfeited.

7. Requests for modifications to project lists or any substitution of the projects previously approved must be submitted in writing to Capital Metro. Written approval by Capital Metro of proposed changes is required.

**Project Administration**

Throughout the term of any project, Suburban Community will:

1. Maintain regular communication with Capital Metro.
2. If requested, provide Capital Metro with all requested documentation needed to conduct a project audit. In the event Capital Metro determines that fiscal year funds were not spent on an approved project, then upon demand, the Suburban Community shall reimburse Capital Metro for any funds identified by in such audit as not spent on an approved project.
3. Ensure all pedestrian projects and policies developed through the BCT Program are developed in accordance with the requirements of the Americans with Disabilities Act.
4. Notify Capital Metro or its representative when the project is complete or substantially completed.
5. Upon request, arrange a site visit to allow Capital Metro or its representative an opportunity to inspect a project.

**Invoicing and Payment**

1. The Suburban Community is responsible for invoicing Capital Metro upon completion or substantial completion of the project in accordance with the terms of the Agreement. The invoices should be in letter form to Capital Metro and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc.
2. The Suburban Community shall provide Capital Metro with any documentation pertaining to any approved project, including pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents if requested by Capital Metro.
3. The Suburban Community is responsible for informing Capital Metro in a timely manner of any substantial delays or alterations in the project scope of work.
4. Capital Metro shall make payments to the Suburban Community, under this Agreement, as
follows: a check for fifty percent (50%) of each fiscal year allocation under this Agreement shall be mailed to the Suburban Community upon submittal of an approved project list for the fiscal year in which funds are allocated and an invoice on the Communities’ letterhead. A check for the remaining fifty percent (50%) of the allocated amount for any fiscal year shall be mailed to the Suburban Community upon submission of an invoice from the Suburban Community, together with satisfactory documentation of completion of all approved projects for which funds have been allocated. Capital Metro shall pay all invoices in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

5. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.

6. Payments to Suburban Community are expressly contingent upon Suburban Community’s strict compliance with this Agreement, including the BCT Guidelines and Procedures.

7. All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to Capital Metro.
SUBJECT:
Approval of a resolution electing officers of the Capital Metro Board of Directors for 2022.

FISCAL IMPACT:
This action has no fiscal impact.

STRATEGIC PLAN:
Strategic Goal Alignment:
☒ 1. Internal/External Customer Service Excellence
☒ 2. Stakeholder Engagement
☐ 3. Financial and Environmental Sustainability
☐ 4. Staff Development
☐ 5. Agency Growth Management

Strategic Objectives:
☐ 1.1 Safety & Risk
☒ 1.2 Continuous improvement
☐ 1.3 Dynamic Change
☐ 1.4 Culture of Innovation
☐ 2.1 Be an Employer of Choice
☒ 2.2 Organization Development
☒ 2.3 Organization Culture
☐ 3.1 Resource optimization
☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership
☐ 4.1 Educate & Call to Action
☐ 4.2 Build Partnerships
☐ 4.3 Value of Transit
☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Does not apply.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on January 24, 2022.

EXECUTIVE SUMMARY: The Capital Metropolitan Transportation Authority Board of Directors Bylaws require that officers of the Board of Directors be selected annually, generally at the first meeting of each new calendar year. In accordance with the bylaws, the officers are Chair, Vice Chair and Secretary.

The primary duties of the Chair are to preside at all meetings of the board, ensure that the board's adopted policies and resolutions are being effectively carried out, execute financial obligations of the authority as required, establish meeting agenda and recommend the Chair and members of the board's committees.
The primary duties of the Vice Chair are to preside at all meetings and perform all duties in the absence of the Chair and to serve as the Ethics Officer for the Board of Directors.

The primary duty of the Secretary is to act as the custodian of all permanent records of transactions of the Authority including minutes and notices and to perform the duties of the Chair in the absence of the Chair and Vice Chair.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

WHEREAS, the Board of Directors Bylaws of the Capital Metropolitan Transportation Authority require that officers of the Board of Directors be selected annually, generally at the first regular meeting of each calendar year for a term of one year ending in January.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby elects _________ as Chair; ________ as Vice Chair; and Secretary ________ to serve as officers of the Capital Metro Board of Directors for the 2022 Calendar Year.

____________________
Date: ____________________

Secretary of the Board
Eric Stratton
SUBJECT:
Approval of a resolution confirming the appointments to the Finance, Audit and Administration Committee and Operations, Planning and Safety Committee for 2022.

FISCAL IMPACT:
This action has no fiscal impact.

STRATEGIC PLAN:
Strategic Goal Alignment:
☒ 1. Internal/External Customer Service Excellence  ☒ 2. Stakeholder Engagement

Strategic Objectives:
☐ 1.1 Safety & Risk  ☒ 1.2 Continuous improvement  ☐ 1.3 Dynamic Change
☐ 1.4 Culture of Innovation  ☐ 2.1 Be an Employer of Choice  ☒ 2.2 Organization Development
☒ 2.3 Organization Culture  ☐ 3.1 Resource optimization  ☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership  ☐ 4.1 Educate & Call to Action  ☐ 4.2 Build Partnerships
☐ 4.3 Value of Transit  ☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Does not apply.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on January 24, 2022.

EXECUTIVE SUMMARY: In accordance with the Capital Metropolitan Transportation Authority Board of Directors Bylaws, the Board desires to formalize the appointment of a Chair and Members for the Finance, Audit and Administration Committee and Operations, Planning and Safety Committee subject to the concurrence of the members of the board.

DBE/SBE PARTICIPATION: Does not apply.
PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

AI-2021-308

WHEREAS, the Board of Directors, desires to formalize the appointment of a Chair and Members to the Finance, Audit and Administration Committee in accordance with the Board Bylaws; and

WHEREAS, the Board Chair recommends ______ as Chair and ______, ________, and ________ to serve as members of the Finance, Audit and Administration Committee for 2022 Calendar Year; and

WHEREAS, the Board of Directors, desires to formalize the appointment of a Chair and Members to the Operation, Planning and Safety Committee in accordance with the Board Bylaws; and

WHEREAS, the Board Chair recommends ______ as Chair and ______, ________, and ________ to serve as members of the Operations, Planning and Safety Committee for 2022 Calendar Year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves these appointments for Calendar Year 2022.

____________________
Date: ______________________

Secretary of the Board
Eric Stratton
Board of Directors  

Item #: AI-2021-254  

Agenda Date: 1/24/2022

Systemwide Accessibility and Urban Design
Project Connect & Capital Metro Systemwide Accessibility Program

Martin Kareithi
January 24, 2022
ADA & Accessibility

Americans with Disabilities Act - civil rights legislation

• Guarantees equal access to transportation for people with disabilities (PWD)
• Creates a framework for regulations and standards to ensure that PWDs have access to transportation services and facilities
What is Accessibility?

**Accessibility** - the degree to which a facility, practice, program, service or technology is available and provides access to PWDs.

What does it mean for something to be accessible?

- Facility - degree to which it is readily usable by PWDs.
- Program or practice - degree to which PWDs can participate in full.
- Technology - Degree to which PWDs can use it with or without assistive technology.
Systemwide Accessibility

Coordinated approach to improving accessibility across the entire Capital Metro transit system:

• Facilities (transit stops and stations)
• Vehicles (MetroBus, MetroRapid, future light rail)
• Technology (customer communication and information, mobile apps, internal systems)
Facilities

- The built environment
- Where the pedestrian meets the infrastructure
- Incorporate accessibility at concept and design
- Includes pedestrian features such as sidewalks, shared-use paths, traffic signals and crossings
- Capital Metro-owned facilities and buildings
- Readily accessible and useable by PWDs
- Accessible to the public and for public meetings and appointments
Facilities

Sidewalks
• Access to transit begins & ends with a sidewalk

Curb Cuts
• Necessary pedestrian feature, must be ADA compliant, & incorporate detectable warning strips

Shared Use Paths
• Means of transportation for various users - pedestrians, cyclists & PWDs
• Requires sufficient ROW for safety & accessibility - minimize conflicts

Traffic Signals - Audible pedestrian signals
• Form of effective communication for PWDs, eg low vision & blind -audible queues

Rectangular Rapid Flashing Beacons (RRFB) & Pedestrian Hybrid Beacons (PHB)
Vehicles

- Light rail, MetroRapid or MetroBus
- Incorporate accessibility features - ramps, audible announcements, securement systems, level-boarding rail platforms
- Be intentional about design
- Seek community input from PWDs
- Design responsive scope
Technology

- Customer information systems to improve the journey.
- Mobile apps and other technology can provide:
  - Information about the built environment
  - Wayfinding and navigation
  - Sense of ease and confidence
MetroAccess - Complementary ADA Paratransit Service

- Safety net service for persons with disabilities who can not use fixed-route due to their disability and functional abilities.

- Despite improvements to the built environment, vehicles, and technology, there will be others who will not be able to use fixed-route.

- MetroAccess will continue to be critical to PWDs in need of paratransit service.
Partnerships and Community Engagement

Technical

• City of Austin: Public Works, Austin Transportation Dept, Vision Zero, Travis County, TxDOT
• Leverage partnerships and maximize the effort to promote safety and accessibility

Community

• Access Advisory Committee, ADAPT, Criss Cole Center for the Blind, Coalition of Texans with Disabilities
• Maintaining a feedback loop to share and incorporate ideas
What could a systemwide accessible transit system look like?

• Full accessible paths of travel across the built environment to transit facilities with accessible pedestrian features.

• Vehicles designed for the future and for all functional abilities operating with precision technology.

• Customer information systems and apps to facilitate universal access to complete the journey with information at every step.
Pleasant Valley / Riverside Transit Plaza Design Options

Option 1: Blue Line Underpass
1. Landscaped bridge and Pleasant Valley Rd above transitway
2. MetroRapid stops located north of E Riverside Drive intersection
3. Through-traffic remains across Pleasant Valley

Option 2: At-Grade Transit Plaza
1. Blue Line at-grade
2. Blue Line/ MetroRapid transit plaza on E Riverside Dr
3. Pleasant Valley through-traffic diverted via elongated roundabout loop
North Lamar Transit Center: LRT Station Connection Options

Option #1: Pedestrian Bridge at Midpoint of Rail Station to North Lamar Transit Center

Option #2: Pedestrian Bridge to N Lamar Blvd Crosswalks

Both options include a pedestrian pathway from the north end of the station to Powell Ln, the nearest signalized crosswalk. Constraints mean that an at-grade crossing cannot be any closer to the station.
The Drag: Design Options

**A** Light Rail + Traffic/Bus Lanes and/or Bus Lanes only (22<sup>nd</sup> – Triangle)

*and Reduced Bike/Ped Facility*

**B** Transit Mall (22<sup>nd</sup> – 29<sup>th</sup>)

*Transitway could accommodate buses in addition to rail*

*Previously referred to as Option 3

*Previously referred to as Option 6*
The Drag: Design Options

A. Light Rail + Traffic/Bus Lanes and/or Bus Lanes only (22nd – Triangle) and Reduced Bike/Ped Facility

B. Transit Mall (22nd – 29th) and Full Bike/Ped Facility

Transitway could accommodate buses in addition to rail
Project Connect & Capital Metro Systemwide Accessibility Program

Q/A
THANK YOU!
<table>
<thead>
<tr>
<th>Board of Directors</th>
<th>Item #: AI-2021-278</th>
<th>Agenda Date: 1/24/2022</th>
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FY2021 Financial Report
Preliminary Financial Report – FY2021

Year to Date September 30, 2021
Major Highlights

Revenue

• $382.3 million revenue collected or 115.2% of full year budget
• Sales tax remittances received in Fiscal Year 2021 are 14.8% higher than Fiscal Year 2020

Operating Expenses

• $249.4 million expended or 89.7% of full year budget
• Purchased transportation is below budget due to lower Bus (93.8% of budget) and Rail (79.3% of budget) hours

Capital Projects

• FY2021 capital spending of $28.6 million or 26.9% of full year budget and included:
  – Downtown Station, Positive Train Control, Project Connect Orange and Blue lines, Electric Bus Yard Paving and Infrastructure, Vehicle Camera Systems, Paratransit Vehicle Replacements, SOGR for Rail Grade Crossings, Track Undercutting, Onboard Fare Validators, Enterprise Resource Planning System
• FY2021 delayed spending, reclassification and savings of $77.8 million or 72.8% of full year budget and included:
  – Downtown Station $17 million reclassification to capital contribution, Project Connect to ATP $31 million budget transfer, Solar Electric Bus Canopies, Freight Rail Bridge Replacements and Capital Contingency savings
## Revenue - Preliminary

<table>
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<tr>
<th>Category</th>
<th>FY20 Sep YTD Actual</th>
<th>FY21 Sep YTD Actual</th>
<th>FY21 Full Year Budget</th>
<th>% of Budget</th>
<th>Comments</th>
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<tr>
<td>Sales Tax</td>
<td>$262.4</td>
<td>$301.4</td>
<td>$251.7</td>
<td>119.8%</td>
<td>FY2021 receipts are 14.8% higher than FY2020</td>
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<td>Passenger Fares</td>
<td>14.7</td>
<td>12.6</td>
<td>15.0</td>
<td>84.1%</td>
<td>Ridership 32.2% below budgeted projections for FY2021</td>
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<td>Freight Railroad Revenue</td>
<td>6.5</td>
<td>5.8</td>
<td>5.6</td>
<td>103.4%</td>
<td>Additional right of way license agreement contracts</td>
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<td>Other Revenue</td>
<td>10.1</td>
<td>5.6</td>
<td>5.6</td>
<td>100.2%</td>
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<td>Operating Contributions and Grants</td>
<td>117.1</td>
<td>48.5</td>
<td>43.2</td>
<td>112.3%</td>
<td>Additional 5307 funds carried over from prior fiscal year</td>
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<td>Capital Contributions and Grants</td>
<td>21.4</td>
<td>8.4</td>
<td>10.8</td>
<td>77.3%</td>
<td>Delay in freight rail bridge replacement project</td>
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<td><strong>Total</strong></td>
<td><strong>$432.2</strong></td>
<td><strong>$382.3</strong></td>
<td><strong>$331.8</strong></td>
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Actual Sales Tax Receipts

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<tr>
<td>Sep</td>
<td>23.2</td>
<td>20.5</td>
<td>30.9</td>
</tr>
</tbody>
</table>

Total: $261.8M, $262.4M, $301.4M
YOY % Growth: 7.5%, 0.3%, 14.8%
Sales Tax Rolling Average Trend
### Operating Expense - Preliminary

<table>
<thead>
<tr>
<th>Category</th>
<th>FY20 Sep YTD Actual</th>
<th>FY21 Sep YTD Actual</th>
<th>FY21 Full Year Budget</th>
<th>% of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$46.4</td>
<td>$47.0</td>
<td>$49.6</td>
<td>94.9%</td>
<td>Savings in administration pension expense</td>
</tr>
<tr>
<td>Professional Services</td>
<td>23.5</td>
<td>27.8</td>
<td>29.9</td>
<td>92.9%</td>
<td>Savings in consultation and software maintenance expense</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>1.6</td>
<td>1.4</td>
<td>2.1</td>
<td>65.6%</td>
<td>Savings in Operations Oversight and Marketing supplies expense</td>
</tr>
<tr>
<td>Fuel and Fluids</td>
<td>12.6</td>
<td>10.9</td>
<td>12.2</td>
<td>89.1%</td>
<td>Volume variance savings</td>
</tr>
<tr>
<td>Utilities</td>
<td>3.1</td>
<td>3.4</td>
<td>3.4</td>
<td>100.7%</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>0.4</td>
<td>0.7</td>
<td>0.9</td>
<td>75.8%</td>
<td></td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>165.2</td>
<td>152.6</td>
<td>168.7</td>
<td>90.5%</td>
<td>Reduced Bus (6.2%) and Rail (20.7%) hours compared to budget</td>
</tr>
<tr>
<td>Lease/Rentals</td>
<td>3.0</td>
<td>3.3</td>
<td>3.3</td>
<td>102.6%</td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td>2.6</td>
<td>2.3</td>
<td>8.3</td>
<td>28.0%</td>
<td>Savings in contingency, bank charges, seminar and travel expense</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$258.3</strong></td>
<td><strong>$249.4</strong></td>
<td><strong>$278.2</strong></td>
<td><strong>89.7%</strong></td>
<td></td>
</tr>
</tbody>
</table>
Consistent with Capital Metro’s Financial Policies, there were four budget transfers that cumulatively exceeded $150,000 to report to the board for the 4th quarter of FY2021.

| July-21 | Transfer #1 | From:       | Capital Project Contingency | (250,000) | Transferred funds from capital contingency for return track design. |
|        |            | To:         | Return Track at Rail Maintenance Facility | 250,000 | |
|        | Transfer #2 | From:       | Capital Project Contingency | (170,000) | Transferred funds from capital contingency to support new Facilities projects. |
|        |            | To:         | 4th & Sabine New Crossing Gates | 150,000 | |
|        |            |             | Auxiliary Power Cords at DT Station | 20,000 | |
|        | Transfer #3 | From:       | Leander Quiet Zones | (159,000) | Transferred funds from completed projects for additional Positive Train Control projects. |
|        |            | RRC1801     | PTC Capital Spares | (55,000) | |
|        |            | RRC2003     | G4 DMU Camera Upgrade to Digital | (14,000) | |
|        |            | RRC2010     | Positive Train Control | 228,000 | |
|        | Transfer #4 | From:       | MetroRapid Lines | (4,472,534) | Transferred funds to specific MetroRapid Expo and Pleasant Valley projects. |
|        |            | To:         | MetroRapid Pleasant Valley | 2,025,563 | |
|        |            |             | MetroRapid Expo Center | 2,446,971 | |
Notes:

- Additional funding was allocated to the statutory operating and budget stabilization reserves based on the board approved funding formula. The statutory operating reserve equals 2 months of audited FY2020 operating expenses. Contributions to the budget stabilization reserve began in February 2016 with $7 million reserved in FY2016 and $3 million in FY2017. An additional contribution was made in FY2018 to fully fund the budget stabilization reserve. The capital expansion fund was established in FY2018 with $9.6 million, $30.4 million in FY2019 and $10 million in both FY2020 and FY2021 as Capital Metro looks forward to future needs in the region. The $60 million capital expansion fund balance was transferred to the Austin Transit Partnership in June 2021 for implementation of the Project Connect System Plan.

- Funds for capital investment are required to help address extensive capital needs. The capital budget for FY2022 is $303.8 million, with $146.5 million funded by FY2022 income and $157.3 million from capital contributions and grants. These capital improvements are needed to maintain the state of good repair of the community’s transit infrastructure and to be in compliance with Federal regulations. The FY2022 capital budget also contains Capital Metro held contracts of the Project Connect program of projects. The City of Austin Mobility Fund was reduced by $1.4 million from City projects in FY2021.
## Statement of Revenue, Expenses and Change in Net Position - Preliminary

<table>
<thead>
<tr>
<th>$’ Million</th>
<th>FY20 Sep YTD Actual</th>
<th>FY21 Sep YTD Actual</th>
<th>FY21 Full Year Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>$14.7</td>
<td>$12.6</td>
<td>$15.0</td>
<td>84.1%</td>
</tr>
<tr>
<td>Freight Railroad Revenue</td>
<td>6.5</td>
<td>5.8</td>
<td>5.6</td>
<td>103.4%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>5.8</td>
<td>5.5</td>
<td>4.6</td>
<td>119.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>27.0</td>
<td>23.9</td>
<td>25.2</td>
<td>94.8%</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>46.4</td>
<td>47.0</td>
<td>49.6</td>
<td>94.9%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>23.5</td>
<td>27.8</td>
<td>29.9</td>
<td>92.9%</td>
</tr>
<tr>
<td>Fuel and Fluids</td>
<td>12.6</td>
<td>10.9</td>
<td>12.2</td>
<td>89.1%</td>
</tr>
<tr>
<td>Utilities</td>
<td>3.1</td>
<td>3.4</td>
<td>3.4</td>
<td>100.7%</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>165.2</td>
<td>152.6</td>
<td>168.7</td>
<td>90.5%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>4.5</td>
<td>4.3</td>
<td>11.2</td>
<td>38.6%</td>
</tr>
<tr>
<td>Lease/Rental</td>
<td>3.0</td>
<td>3.3</td>
<td>3.3</td>
<td>102.6%</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>45.2</td>
<td>50.6</td>
<td>51.0</td>
<td>99.1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>303.5</td>
<td>299.9</td>
<td>329.2</td>
<td>91.1%</td>
</tr>
<tr>
<td><strong>Operating Income/Loss</strong></td>
<td>(276.5)</td>
<td>(276.1)</td>
<td>(304.0)</td>
<td>90.8%</td>
</tr>
<tr>
<td><strong>Non-Operating Revenue/(Expenses)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>262.4</td>
<td>301.4</td>
<td>251.7</td>
<td>119.8%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>4.4</td>
<td>.4</td>
<td>1.0</td>
<td>37.4%</td>
</tr>
<tr>
<td>Operating Contributions and Grants</td>
<td>117.1</td>
<td>48.5</td>
<td>43.2</td>
<td>112.3%</td>
</tr>
<tr>
<td>Capital Contributions and Grants</td>
<td>21.4</td>
<td>8.4</td>
<td>10.8</td>
<td>77.3%</td>
</tr>
<tr>
<td>Mobility Interlocal Agreements</td>
<td>(8.2)</td>
<td>(86.7)</td>
<td>(6.0)</td>
<td>1456.1%</td>
</tr>
<tr>
<td>Other</td>
<td>(6.8)</td>
<td>(.2)</td>
<td>(.0)</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Non-Operating Income/(Loss)</strong></td>
<td>390.4</td>
<td>271.7</td>
<td>300.7</td>
<td>90.4%</td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td>$113.8</td>
<td>$(4.4)</td>
<td>$(3.3)</td>
<td>132.2%</td>
</tr>
</tbody>
</table>
## Budget Variances by Department - Preliminary

<table>
<thead>
<tr>
<th>Department</th>
<th>FY20 YTD Actual</th>
<th>FY21 YTD Actual</th>
<th>FY21 YTD Revised Budget</th>
<th>YTD % of Revised Budget</th>
<th>YTD Budget vs. Actual</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 - Non-Allocated Benefits</td>
<td>$14,066</td>
<td>$12,750</td>
<td>$15,030</td>
<td>84.8%</td>
<td>$2,281</td>
<td>Admin and bargain pension expenses based on actuary reports</td>
</tr>
<tr>
<td>102 - Wellness Center</td>
<td>250</td>
<td>264</td>
<td>279</td>
<td>94.7%</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>103 - Child Care Center</td>
<td>970</td>
<td>1,001</td>
<td>1,038</td>
<td>96.4%</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>105 - Business Center</td>
<td>361</td>
<td>363</td>
<td>361</td>
<td>100.6%</td>
<td>(2)</td>
<td></td>
</tr>
<tr>
<td>110 - Executive Staff</td>
<td>608</td>
<td>770</td>
<td>734</td>
<td>105.0%</td>
<td>(36)</td>
<td></td>
</tr>
<tr>
<td>118 - Government Affairs</td>
<td>951</td>
<td>647</td>
<td>641</td>
<td>100.9%</td>
<td>(6)</td>
<td></td>
</tr>
<tr>
<td>119 - Diversity, Equity, and Inclusion</td>
<td>243</td>
<td>594</td>
<td>649</td>
<td>89.9%</td>
<td>65</td>
<td>Savings in consultation fees for Title VI policy update</td>
</tr>
<tr>
<td>120 - Board Of Directors</td>
<td>145</td>
<td>151</td>
<td>197</td>
<td>76.6%</td>
<td>46</td>
<td>Savings for board member conferences and travel due to the pandemic</td>
</tr>
<tr>
<td>125 - Internal Audit</td>
<td>453</td>
<td>482</td>
<td>521</td>
<td>92.5%</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>130 - Performance Management and Imagination</td>
<td>767</td>
<td>659</td>
<td>774</td>
<td>85.2%</td>
<td>115</td>
<td>Savings in consultation fees</td>
</tr>
<tr>
<td>141 - Public Safety and Emergency Management</td>
<td>4,395</td>
<td>4,358</td>
<td>5,873</td>
<td>72.5%</td>
<td>1,616</td>
<td></td>
</tr>
<tr>
<td>150 - Legal</td>
<td>942</td>
<td>999</td>
<td>1,059</td>
<td>94.4%</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>220 - Finance</td>
<td>3,812</td>
<td>4,244</td>
<td>5,399</td>
<td>78.6%</td>
<td>1,155</td>
<td>Unspent contingency, savings in consultation fees and in bank charges</td>
</tr>
<tr>
<td>230 - Information Technology</td>
<td>10,667</td>
<td>12,491</td>
<td>13,399</td>
<td>93.2%</td>
<td>908</td>
<td>Savings and project delays in services expense</td>
</tr>
<tr>
<td>250 - Procurement</td>
<td>1,656</td>
<td>1,683</td>
<td>1,827</td>
<td>92.1%</td>
<td>145</td>
<td>Savings in temporary help and seminar expense</td>
</tr>
<tr>
<td>275 - RideShare</td>
<td>2,877</td>
<td>1,364</td>
<td>3,776</td>
<td>36.1%</td>
<td>2,412</td>
<td>Purchased transportation savings due to fewer vanpools operating than</td>
</tr>
<tr>
<td>320 - Planning</td>
<td>2,483</td>
<td>2,718</td>
<td>3,583</td>
<td>75.8%</td>
<td>866</td>
<td>Budgeted</td>
</tr>
<tr>
<td>330 - Marketing and Communications</td>
<td>3,347</td>
<td>3,706</td>
<td>4,133</td>
<td>89.7%</td>
<td>427</td>
<td>Savings in temporary help, Fall and Spring, Service Changes and Fare</td>
</tr>
<tr>
<td>331 - Community Engagement</td>
<td>1,091</td>
<td>1,055</td>
<td>1,432</td>
<td>70.2%</td>
<td>436</td>
<td>Collection Campaign</td>
</tr>
<tr>
<td>332 - Customer Service</td>
<td>1,012</td>
<td>1,038</td>
<td>1,098</td>
<td>91.7%</td>
<td>91</td>
<td></td>
</tr>
<tr>
<td>340 - People and Culture</td>
<td>2,091</td>
<td>2,666</td>
<td>3,770</td>
<td>70.7%</td>
<td>1,104</td>
<td>Savings from delay in consultation fees</td>
</tr>
<tr>
<td>420 - Safety and Accessible Services</td>
<td>2,140</td>
<td>2,008</td>
<td>2,815</td>
<td>71.3%</td>
<td>807</td>
<td>Lower than anticipated insurance premiums; savings in labor, consulting</td>
</tr>
<tr>
<td>457 - Public Facilities</td>
<td>4,647</td>
<td>5,510</td>
<td>5,661</td>
<td>97.3%</td>
<td>151</td>
<td>Workers’ compensation claims</td>
</tr>
<tr>
<td>530 - Capital Projects</td>
<td>1,965</td>
<td>1,663</td>
<td>1,996</td>
<td>83.3%</td>
<td>333</td>
<td>Savings in utilities and professional services and delay in maintenance</td>
</tr>
<tr>
<td>540 - Property and Asset Management</td>
<td>3,083</td>
<td>3,342</td>
<td>3,855</td>
<td>86.7%</td>
<td>513</td>
<td>Services expense</td>
</tr>
<tr>
<td>542 - Freight Rail Management</td>
<td>1,678</td>
<td>1,532</td>
<td>2,012</td>
<td>76.1%</td>
<td>480</td>
<td>Delay of Timber Bridge Analysis and savings from ROW Transit Services</td>
</tr>
<tr>
<td>544 - Commuter Rail Operations</td>
<td>17,384</td>
<td>18,304</td>
<td>21,673</td>
<td>84.5%</td>
<td>3,368</td>
<td>Purchased transportation and fuel savings from 20.7% fewer hours and</td>
</tr>
<tr>
<td>550 - Real Estate and Facility Planning</td>
<td>2,706</td>
<td>2,723</td>
<td>2,087</td>
<td>88.2%</td>
<td>364</td>
<td>Savings from deferred bridge analysis</td>
</tr>
<tr>
<td>600 - Operations and Maintenance Oversight</td>
<td>137,310</td>
<td>123,615</td>
<td>132,717</td>
<td>93.1%</td>
<td>9,102</td>
<td>Purchased transportation and fuel savings from 6.2% fewer hours</td>
</tr>
<tr>
<td>615 - Innovative Mobility</td>
<td>3,102</td>
<td>4,411</td>
<td>5,042</td>
<td>87.5%</td>
<td>631</td>
<td>Savings from Metrobikie fewer Pickup service hours</td>
</tr>
<tr>
<td>620 - Demand Response Oversight</td>
<td>28,345</td>
<td>28,716</td>
<td>29,756</td>
<td>96.5%</td>
<td>1,040</td>
<td>Savings from 11.4% fewer service hours</td>
</tr>
<tr>
<td>640 - Paratransit Reservation &amp; Control</td>
<td>2,096</td>
<td>2,027</td>
<td>2,119</td>
<td>95.6%</td>
<td>93</td>
<td></td>
</tr>
<tr>
<td>650 - Paratransit Eligibility</td>
<td>879</td>
<td>947</td>
<td>1,028</td>
<td>92.2%</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>920 - Project Connect</td>
<td>6,700</td>
<td>771</td>
<td>836</td>
<td>27.0%</td>
<td>66</td>
<td>Project Connect moved to ATP budget in January 2021</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>265,012</strong></td>
<td><strong>249,383</strong></td>
<td><strong>278,173</strong></td>
<td><strong>89.7%</strong></td>
<td><strong>28,790</strong></td>
<td></td>
</tr>
</tbody>
</table>
## Capital Projects Summary - Preliminary

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Expended</th>
<th>Budget</th>
<th>Expended as % of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commuter Rail</td>
<td>$12,108</td>
<td>$14,116</td>
<td>88.7%</td>
<td>Positive Train Control, Track Undercutting and State of Good Repair for Rail Grade Crossings</td>
</tr>
<tr>
<td>Vehicles</td>
<td>4,315</td>
<td>3,317</td>
<td>130.8%</td>
<td>20 Paratransit Vehicles and Vehicle Camera Systems</td>
</tr>
<tr>
<td>Information Technology</td>
<td>8,324</td>
<td>13,680</td>
<td>59.8%</td>
<td>Onboard Validators, Enterprise Resource Planning System and Enterprise Asset Management System</td>
</tr>
<tr>
<td>Facilities</td>
<td>(2,735)</td>
<td>25,405</td>
<td>(10.5%)</td>
<td>North Ops Paving and Infrastructure and Downtown Station ($17m moved to capital contribution)</td>
</tr>
<tr>
<td>Freight Railroad</td>
<td>39</td>
<td>4,045</td>
<td>1.0%</td>
<td></td>
</tr>
<tr>
<td>Property and Asset Mgmt</td>
<td>343</td>
<td>722</td>
<td>47.6%</td>
<td>Vehicle Lifts for Thompson Lane Facility</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>7,000</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Project Connect</td>
<td>5,428</td>
<td>36,481</td>
<td>14.9%</td>
<td>Orange Line, Blue Line, PMOR and MetroRapid Lines; Jan to Sep actuals transferred to ATP</td>
</tr>
<tr>
<td>Security</td>
<td>769</td>
<td>1,622</td>
<td>47.4%</td>
<td>Video System Integration Software</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$28,591</td>
<td>$106,388</td>
<td>26.9%</td>
<td></td>
</tr>
</tbody>
</table>
THANK YOU!
Board of Directors  Item #: AI-2022-326  Agenda Date: 1/24/2022

Public Safety Update
CapMetro Public Safety Update

January 24, 2022

Gardner Tabon, EVP & Chief Safety Officer
Community Intervention Specialists

- 2 Community Intervention Specialists began field work in October 2021

- Types of request for services:
  - Rail Safety
  - Loitering
  - Sleeping on property
  - Mental Health Concern
  - Substance Use
  - Camping on property

- Services provided:
  - Connections to community resources (medical, housing, mental health, employment, financial aid, food)
  - Essential need resources

Example Success Story:

Community Intervention Specialists (CIS) engaged with an individual exhibiting signs of serious mental distress at a park and ride location and conducted a general assessment. After spending hours building rapport with the individual, CIS staff accompanied them on the bus to services across town. CIS staff completed a warm hand off to Community Health Paramedics and assisted the individual with connections to intensive mental health care services, a housing assessment, and helped them reconnect with their medical social worker.

The next day CIS staff followed-up with service providers and learned the individual was admitted to inpatient mental health services and stabilized with a strong service plan in place!
Community Intervention Specialists

Partnerships We’ve Established:

• HOST
  • Community Health Paramedics
  • Integral Care
• ECHO
• Mosaic Church
• Sunrise Church
• City of Austin- Homeless Services Division
Summary of Community Feedback on Police Chief Leadership Traits and Characteristics

Personality & Leadership Style
• Transparent & accountable
• Leads by example
• Thinks outside of the box; willing to change & be progressive
• Community engagement driven
• Truthful/Honest/Person of Integrity
• Culturally competent and understands social and cultural biases and inequities
• Critical thinker

Professional Experience
• Experience with transit/mobility systems
• Experience with best practices working with the unhoused community
• Administratively sound
• Build up organization/teams
• Sees value in training
• Understand the cultural environment of Austin
• Collaborative, strategic
• Understands roles and responsibilities
• A servant leader
Feedback from Public Safety Advisory Committee

First meeting: January 13, 2022

• **Preferred characteristics for Transit Police Chief:**
  • Experience in best practices working with people who are unhoused
  • Well-versed in evidence-based policing (a member of the American Society for Evidence-Based Policing)
  • Willingness to work with engineers on solutions
  • Willing to support and advocate for Community Intervention Specialists and Public Safety Ambassadors
  • Unbundling policing
  • Awareness
  • Engaging, Community-Focused
  • Energetic and excited about the job
## Timeline and Process

<table>
<thead>
<tr>
<th>Dates</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept. 2021 – Feb. 2022</td>
<td>Community &amp; stakeholder feedback on transit police leadership traits &amp; characteristics</td>
</tr>
<tr>
<td>Jan. 28 – Feb. 28, 2022</td>
<td>Job posting available on CapMetro.org/Jobs &amp; recruitment ongoing</td>
</tr>
<tr>
<td>March 1 – 4, 2022</td>
<td>Initial screening of applicants completed by EVP Gardner Tabon, Darryl Jamail, Jacqueline Evans and Wanda Dunham</td>
</tr>
<tr>
<td>March 7 – 11, 2022</td>
<td>Offsite leadership assessment driven by feedback on leadership traits and characteristics</td>
</tr>
<tr>
<td>March 21 – 25, 2022</td>
<td>Assessment center assessment of candidate pool &amp; initial interview panel with members of CapMetro Senior Management/Executive Teams</td>
</tr>
<tr>
<td>March 28 – April 1, 2022</td>
<td>• Final interview with top candidates completed by Deputy CEO Dottie Watkins, EVP Gardner Tabon</td>
</tr>
<tr>
<td></td>
<td>• Meeting between top candidates, BOD Chair, BOD Vice Chair and Chair of OPS Committee</td>
</tr>
<tr>
<td></td>
<td>• Final candidate identified by EVP Gardner Tabon</td>
</tr>
<tr>
<td>April 25, 2022</td>
<td>Hiring process completed and “Chief Administrator” (Chief of Police) onboarded</td>
</tr>
</tbody>
</table>
Next Update

- February Board Update:
  - Public Safety Ambassadors
  - Detailed update on program milestones and tasks
THANK YOU!
Facility Programming Overview
Support Facilities - Introduction

Capital Metro Board Presentation
January 2022
Purpose of Board Briefing

• Explain the Facility Master Plan initiative by Capital Metro

• Describe the types of Support Facilities identified

• Explain the partnership & joint delivery approach between Capital Metro & ATP

• Describe next steps
Facility Master Plan (FMP)

• **Goal:** Develop a clear strategy for properties, facilities, & infrastructure required to successfully support expanded transit system.

• **Overview:** The FMP will provide a comprehensive strategy focused on:
  1. Existing Facility Expansions, Upgrades, & Exit Direction
  2. Space Programming
  3. New Support Facilities
  4. 2910 East 5th Street Site Repurposing Direction
  5. Existing Underutilized Real Estate Strategies
  6. Energy, Sustainability, Resiliency, & Infrastructure Needs
  7. Space Utilization Change Management & Workplace Standards
  8. Amenities (i.e. Daycare, Food Service, Health Clinics, Wellness/Gyms)
Facility Master Plan (FMP)

- **Key Inputs:** The FMP will consider other key CMTA initiatives such as:
  1. Bus System Network Plan
  2. Zero Emissions Bus (ZEB) Fleet Transition Plan
  3. Low to No Emission Vehicle Program Strategy
  4. Sustainability Guiding Principles
  5. Real Estate & Market Factors, TOD Influences, & Being Good Community Stewards
  6. Industry Best Practices (i.e., smart technology) Balanced With Financial Prudence (initial & life cycle costs)

- **Examples of Key Outputs:**
  1. Vehicle Capacity
  2. Operational Capacity
  3. Sustainability Strategy
  4. Programming
  5. Site Evaluation
Project Connect Identified Support Facilities

1. Demand Response (Paratransit)
2. Bus Facility Expansion and Renovations
3. In-Route Bus Electrification Charging
4. Training Center
5. Capital Metro Administrative Facility

Project Connect Funding - $300M (ROM Estimates)
Support Facilities will require various funding sources such as Project Connect funding, grants, & local funds to deliver.
Partnership & Joint Delivery Approach

- Property ID & Planning
- State of Good Repair
- Operations & Maintenance
- Asset Management
- Construction & Commissioning
- Design
- FMP

CMTA

ATP
Project Examples of Partnership & Joint Approach

**Demand Response Facility (North)**
- No Project Connect Funding
  - Property Identification by CapMetro
  - Planning/Conceptual Design by CapMetro
  - Final Design by CapMetro
  - Construction by CapMetro

**Bus Facility**
- Project Connect Funding or Mixed Sources
  - Property Identification by CapMetro
  - Planning/Conceptual Design by ATP
  - Final Design by ATP
  - Construction by ATP

Utilizing CapMetro’s GEC Contract
Next Steps

February 2022
• ATP Board presentation
• CapMetro to initiate conceptual design for Demand Response North Base
• ATP to initiate task order for conceptual design of new Bus Base

Spring 2022
• Draft Facility Master Plan (FMP)
• On-going project definition & requirements
• Property identification & real estate due diligence
• ATP Facilities General Engineering Consultant (GEC) – advertise

Summer 2022
• Final Facility Master Plan
• Conceptual design of new Bus Base in progress
Thank you. Questions?
<table>
<thead>
<tr>
<th>Board of Directors</th>
<th>Item #: AI-2022-339</th>
<th>Agenda Date: 1/24/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>President &amp; CEO Monthly Update</td>
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</tbody>
</table>
Project Connect Program
Decision Making Process
2022 Program Decision Making Process

TIMELINE

Program Decision Inputs
Now - Summer 2022

• Design Inputs
  • LRT Tunnel Length / Methodology
  • LRT Station Design
  • Multimodal Coordination
  • Utilities Coordination
  • Complete Streets

• Economic & Resource Inputs
  • Supply Chain / Inflation
  • Real Estate / Right of Way
  • Federal Funding
  • Workforce / DBE Availability
  • Capital-O&M ROI Analysis

• Community Inputs
  • Community / Business Outreach
  • Advisory Committees
  • Mobility Benefits

Program Decision Products
Summer 2022

• 30% Light Rail (LRT) Design & Cost Estimates
  • Draft Environmental Impact Statement and Public Hearing
  • Integrated Financial Model Update (including Federal Funding & Finance Strategy)
  • Initial Risk & Contracting/Procurement Methodology Analysis
    • Segment Phasing Plan Options

Program Decisions
Fall 2022

• Staff Recommendation on 30% LRT Design and Segment Phasing Plan
• ATP Board, CapMetro Board and City Council Approval of 30% LRT Design and Segment Phasing Plan

Initiate Procurement Process for Early Action Items

Fall 2022 - 2023
## Program Decision Making Interdependencies

<table>
<thead>
<tr>
<th>PROGRAM INPUTS</th>
<th>KEY IMPACTS</th>
<th>ACTION / DECISION MAKING</th>
</tr>
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<tbody>
<tr>
<td><strong>DESIGN INPUTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LRT Tunnel Length/Methodology</td>
<td>Significant cost and risk; schedule; construction mitigation needs</td>
<td>Choice of construction / project delivery methodology</td>
</tr>
<tr>
<td>LRT Station Design</td>
<td>Cost; level of service; future-proofing of system</td>
<td>Design decisions, e.g. subway concourse extents</td>
</tr>
<tr>
<td>Multimodal Coordination/Complete Streets</td>
<td>Cost; level of integration with all modes (LRT, bus, ped, bike)</td>
<td>Extent of pedestrian, bike lane, and multimodal improvements</td>
</tr>
<tr>
<td>Utilities Coordination</td>
<td>Schedule, construction phasing, cost, risk</td>
<td>Agreement with CoA on UROP (Utilities Rules of Practice)</td>
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<td><strong>ECONOMIC AND RESOURCE INPUTS</strong></td>
<td></td>
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<tr>
<td>Supply Chain / Inflation</td>
<td>Material availability, cost, schedule, risk</td>
<td>Build external economic projections into cost model</td>
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<tr>
<td>Real Estate / Right Of Way</td>
<td>Overheated real estate market; increased property acquisition costs</td>
<td>Early acquisition of key properties/ optimize design to limit ROW needs</td>
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<tr>
<td>Federal Funding</td>
<td>CIG funding level; funding sources</td>
<td>Strengthen partnership with FTA and champions; explore federal programs</td>
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<tr>
<td>Workforce / DBE Availability</td>
<td>Labor availability, cost, schedule, risk</td>
<td>With partners, develop program to increase workforce supply</td>
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<td><strong>COMMUNITY INPUTS</strong></td>
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<tr>
<td>Community / Business Outreach</td>
<td>Design decisions, community support, construction mitigation needs</td>
<td>Maintain transparent and active engagement to build partnerships and trust</td>
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<td>Advisory Committees</td>
<td>Optimized decision making; adherence to program values and goals</td>
<td>Engage committees around key issues that impact future decision making</td>
</tr>
<tr>
<td>Mobility Benefits</td>
<td>Ridership profile and levels; phased service planning</td>
<td>Update ridership models; create decision framework to inform segment phasing</td>
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### Full Table

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### Potential Significant Light Rail Design Options

<table>
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<tr>
<th>A)</th>
<th>South Congress Tunnel Length</th>
<th>F)</th>
<th>Crestview Station Area</th>
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<tbody>
<tr>
<td>B)</td>
<td>Guadalupe Tunnel Length – North or South of MLK</td>
<td>G)</td>
<td>Drag Design</td>
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<tr>
<td>C)</td>
<td>Trinity Spur Tunnel Length – North of 4th &amp; Trinity</td>
<td>H)</td>
<td>Blue Line Bridge</td>
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<tr>
<td>D)</td>
<td>Subway Concourses &amp; 4th Street</td>
<td>I)</td>
<td>Rail Maintenance Facility</td>
</tr>
<tr>
<td>E)</td>
<td>Pleasant Valley Multimodal Station</td>
<td>J)</td>
<td>Vehicle &amp; Systems</td>
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</table>

*Additional design options may develop during design progression and the risk analysis process*
2022 Program Decision Making Process

KEY QUESTIONS FOR THE BOARD

• What are the Board(s)/Council priority issues / questions / concerns in preparation for decisions about scope and segment phasing in Q3/Q4? Are there significant inputs/issues missing?

• Which inputs does the Board(s)/Council want to focus on in Q1/Q2, in preparation for decision making in Q3/Q4?

• What is the best way for Board(s)/Council, staff and program partners to work together to explore and address these priority issues/inputs? (Board meetings, workshops, memos, outside experts, tours, etc.)