

Agenda - Final revised Capital Metropolitan Transportation Authority Board of Directors

2910 East 5th Street Austin, TX 78702

Monday, January 24, 2022

12:00 PM

Rosa Parks Boardroom

This meeting will be livestreamed at http://www.capmetrotx.legistar.com

Items marked with an * have been revised.

- 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.
- 2. Approval of a resolution electing officers of the Capital Metro Board of Directors for 2022.
- 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
- 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.



Capital Metropolitan Transportation Authority

Board of Directors Item #: Al-2021-189 Agenda Date: 12/17/2021

Customer Service Advisory Committee (CSAC)

Capital Metropolitan Transportation Authority Customer Satisfaction Advisory Committee (CSAC) Wednesday, January 12th, 2022 6:00 PM – 7:30 PM

Attendees

CapMetro Employees: Tevin Lionel, Edna Parra, Darrell Freeman, Johnathan Tanzer, Rose Lisska

Committee Members: , David Foster, Ephraim Taylor, Betsy Greenberg, Fangda Lu, Diana Wheeler

Members of the Public: Ruven Brooks, Tom Wald, Nefertitti Jackmon, Cupid Alexander

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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Community Development

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

- Tenants
- Homeowners
- As well as create economic mobility opportunities

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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 Coopertive 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 Deveolpment 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

- 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
- 2. Community Review Panel (Dec 2021 July 2021): Outline and structure the process, develop application, outreach plan coordination, call for applications, member selection, announcement, training, review, selections
- **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
 - o 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
- Last upgrade Aug 2019 (v13 to v18): Necessary for modern security protocols and longstanding bug fixes.
- Update Ops Committee Feb 2020 on Performance & Planned System Replacement
- Procurement Attempted in 2020
- Procurement Process Successful in 2021

Demand Response Transit Systems

- Improved Customer Experience
 - ADA- accessible iOS, Android & Web
 - Real-time customer trip booking, cancellation

- Track ride status in real-time
- Account Management
- Auto-notifications: voice, text & email
- Ride Ratings
- Account-based Fares

Improved Staff Experience

- ADA accessible staff interface via the web
- Modern algorithms use historical data and real time traffic for improved schedule efficiency and timeliness
- In-vehicle turn by turn navigation adjust based on street congestion
- Automation of Workflow of Routine Tasks

Integrations in CapMetro Systems

- Phone System Rode Reminders
- Enterprise Assess Management
- Enterprise Customer Relationship Manage
- CapMetro App Customer Payment Integration

Systems Provided by Spare Labs Inc.

- Privately-owned, founded in 2015
- Headquarters: Vancouver, BC, Cananda
- Expertise: ADA Paratransit, On Demand, First Mile / Last Mile, Ride Hailing
- Customer Base: 85+ Operations on 4 continents

Contract Award Total - \$4,201,206

- New software startup timeline 12 months
- Base: Through September 30th, 2023 \$447,210
- Options: 10 one-year licensing & support \$3,753,996

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



Capital Metropolitan Transportation Authority

Board of Directors Item #: Al-2021-190 Agenda Date: 12/17/2021

Access Advisory Committee

Capital Metropolitan Transportation Authority Access Advisory Committee Wednesday, January 5th, 2022 5:30 PM – 7:00 PM Virtual Presentation

Attendees:

CapMetro Employees: Tevin Lionel, Edna Parra, Darrell Freeman, Johnathan Tanzer, Suzie Edrington, Martin Kareithi,

Julie Lampkin

Committee Members: Paul Hunt, Mike Gorse, Andrew Bernet, John McNabb, Audrey Diaz, Glenda Born, Raul Vela,

Christopher Westbrook

Members of the Public: Nefertitti Jackmon, Cupid Alexander,

5:30 PM

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 cannon 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 lease a day in advance
- Operate with a ¾ 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

FY 2020 - 470,562 **FY 2021 -** 392,164

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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- 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)

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



Capital Metropolitan Transportation Authority

Board of Directors Item #: Al-2022-329 Agenda Date: 1/24/2022

Public Service Advisory Committee (PSAC)

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 Jammail, 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:

- o Austin
- Leander
- Manor
- Lago Vista
- o Jonestown
- Point Venture
- o 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 Downton 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 servicecentered 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
 - Transparent & accountable
 - Leads by example
 - Thinks outside of the box; willing to change & be progressive
 - o 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
 - o Administratively sound
 - Build up organization/teams
 - Sees value in training

- Understand the cultural environment of Austin
- Collaborative, strategic
- Understands roles and responsibilities
- o 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
 - 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



Capital Metropolitan Transportation Authority

Board of Directors Item #: Al-2021-313 Agenda Date: 1/24/2022

Approval of minutes from the December 17, 2021 board meeting.



Minutes

Capital Metropolitan Transportation Authority Board of Directors

2910 East 5th Street Austin, TX 78702

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:

- 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:

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:

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.

2910 East 5th Street Austin, TX 78702



Capital Metropolitan Transportation Authority

Board of Directors		Item #: AI-2021-253		Agenda Date: 1/24/2022	
SUBJECT:					
Approval of a resolution auth	orizing the Presider	nt & CEO, or his	designee, to fin	alize and execute a M	1ultiple
Use Agreement (MUA) betwee	en Capital Metropo	olitan Transport	ation Authority	(Capital Metro) and t	he Texas
Department of Transportatio	n (TxDOT) for the co	onstruction, ma	intenance, and o	peration of current a	and future
bus stops and MetroRapid sta	ations in TxDOT righ	it of way.			
FISCAL IMPACT:					
This action has no fiscal impa	ct.				
STRATEGIC PLAN:					
Strategic Goal Alignment:					
	er Service Excellence	□ 2. Stakeholde	er Engagement		
\square 3. Financial and Environmental Sustainability \boxtimes 4. Staff Development \boxtimes 5. Agency					
Growth Management					
Strategic Objectives:					
☐ 1.1 Safety & Risk		nprovement	□ 1.3 Dynamic (Change	
\Box 1.4 Culture of Innovation	\square 2.1 Be an Employ	2.1 Be an Employer of Choice		2.2 Organization Development	
☐2.3 Organization Culture	\square 3.1 Resource opt	imization	□3.2 Safety Cul	.2 Safety Culture	
☐3.3 Environmental Leadership	□ 4.1 Educate & Ca	ll to Action	⊠4.2 Build Part	nerships	
☑4.3 Value of Transit	□4.4 Project Conn	ect			

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		



STATE OF TEXAS

MULTIPLE USE AGREEMENT

STATE OF TEXAS	§					
COUNTY OF TRAVIS	§					
THIS AGREEM	IENT made by the	State of Texa	as by and betw	een the Texa	s Departme	ent of
Transportation, hereina	fter referred to as "	State", party	of the first part	t, and		
Capital Metropolitan Tra	ansportation Author	rity , he	ereinafter calle	d Capi	Metro	,
party of the second part	, is to become effe	ctive when fu	ılly executed b	y both r		_
		WITNES	<u>SETH</u>			
WHEREAS, on the	day day d	of mon	th of the ar	, 20 21	, th.	overning
body for the Capita	al Metro , ente	ered into Res	oluti	nce	Ordinance	e
hereinafter identified by	reference, authoriz	zing the	Capital tre	's partic	cipation in t	his
agreement with the Stat	e; and					
WHEREAS, the	e Capital Met	tro s	reque	State to permi	it the const	ruction,
maintenance and opera	ition of a public		Bus St	τορs & Rapid I	Metro Statio	ons
on the highway right of	way, (RO	See E.	it A CC	NTROL SEC	TION NO.	Exhibit A).
(General description of	area uding eith	he contro	mber or GF	PS coordinates	s.)	
Please See Exhibit A						
shown graphically by the	e prelin	eptual site pla	an in Exhibit "A	A" and being m	nore specifi	cally
described by me	inds of ibit	"B", which a	re attached and	d made a part	hereof; an	d
Z EREAS, the		ū	ess to approve			
and other to condition		Capital Metro		r into agreeme		
		responsibiliti		Capital Metro		the State with
			·		_	ge the highway
facilities, impair safety,	ede maintenan	ce or in any v	vay restrict the	operation of	the highwa _!	y 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 cility, and will provide for the construction work as required by said plans at no cost to the State plans shall include the inces design of the access control, necessary horizontal and vertical cl ighway structures, adequate landscape treatment, adequate detail to ensure compliance e with applicable uctural design standards, sufficient traffic control provisions, and general la rt. They shall also deline and define the construction responsibilities of both parties hereto. ipleted play will be submitted to State for review and approval and when approved shall be attached eement and made a part thereof in all respects. Construction shall not commence until plans been approved by the State. Any v written appl future revisions or additions shall be made of the State. Any sidewalks, either on site or off site, by the curb ramps and other pedestrian elements be co. Capital Metro the of Title II of the Americans With shall be in accordance w uireme. Disabilities Act (ADA) and with Access Standards (TAS). Elements constructed by the Capital Metro d not to c ply with A or TAS shall be corrected at the entire expense and f Capital Met of the

2. INSPECTION

Ingress are gress stande allowed at all times to such facility for Federal Highway Administration personal and State Force and equament when highway maintenance operations are necessary, and for expection purposes and upon request, all parking or other activities for periods required for such operat. Will be probated.

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

6.

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 ______ '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 part n obligations herein make improvements to said facility shall immediately cea and terminate Capital Metro shall be responsible for the facility's timely o cost to the State. Capital Metro If the State determines that has failed to timely remo e facility, it will Capital Metro perform the necessary work and charge the actual cost of the

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any that traffic conditions have so intenance, damaging the highway changed that the existence or use of the facility is impeding facility, impairing safety or that the facility perated, that it constitutes a being proper on it is e's judo, lent that such facility is not in nuisance, is abandoned, or if for any other rethe public interest, this agreement under which ne f instructed may be: (1) modified if iy was E applied to eliminate the objectionable features corrective measures acceptab parties c of the facility; or (2) termination d and the e of the a as proposed herein discontinued.

9. PROHIBITION OF STON SE OF ANNIVER. ATERIALS

All structures leaved or conserved within the area covered by the agreement shall be fire resistant. The store of flamms explose or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall a subject to regulation by the State.

10. RESTORATION OF AREA

The Cap Metro shall provide written notification to the State that such facility will be discontinued for the cose 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 REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS YON, INCLUDING **ડ**0⊾ THE CALENDAR YEAR 2021, THE Capital Metro LL COMPUTE (CITY) S. AND ASCERTAIN THE RATE AND AMOUNT OF AD ALOREM TAX, BA ON THE LATEST APPROVED TAX ROLLS OF SAID ENTIF WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS O AX CQ ÆCTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONE QUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DUNG ANY SUCH R, IN NO INSTANCE TO BE CH LESS THAN TWO (2%) PER CENT OF S SATION, N ETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HERF

VALORE AX IS HEREBY ORDERED TO BE LEVIED SAID RATE AND AMOUN **J** AGAIN ABLE PROPERTY IN SAID ENTITY FOR AND IS HEREBY LEY ALL T EXIS S BY REASON OF THE OBLIGATION EACH YEAR WHI ANY LI UNDERTAKEN BY THE ACTION OF MIS RESOLUTION, AND SAID AD VALOREM SESSE. ND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE TAX SHALL ONS HE INC RED SHALL HAVE BEEN DISCHARGED AND ALL **TY HEREUNDE** NISCHARGED. LIA

No party to is agreement itends to waive, relinquish, limit or condition its general governmental immunity from a littly iron y 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 theCapital Metro	. Additionally, this agreement shall not ever be
construed as relieving any third party from any	y liability against the State. Furthermore, the
Capital Metro shall become fully subroga	ated 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.	A

13. INSURANCE

Capital Metro , shall provide necessary safeguards t the public on State The maintained highways including adequate insurance for payment of an damage hich might result during the construction, maintenance, repair and operation of facility. l Metro shall include TxDOT as an additional insured by en Capital 's sement in commercial general liability insurance policy. Prior to a ining work The State's right of way, the Capital Metro 's construction contractor shall s le State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of nsurance and shall maintain the required coverage during the construction of

14. USE OF RIGHT OF WAY

ement does not impair or relinquish the State's It is understood that the State by ution of the right to use such land for h required for the construction or re-construction es when √ay puì of the traffic facility for ch it was ag use of the land under such agreement ever be red, nor sh construed as abandon d acquired for highway purposes, and the State by th does not purport to grant an rest in the land described herein but merely consents to such use to title the extent

15. ADE QNAL CONSENT QUIRED

The Standard serts only that the as sufficient title for highway purposes. The Capital Metro shall be remarkable for a taining such additional consent, permits or agreement as may be necessary due to 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

Capital Metro shall use the premises in compliance with all other resultements 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 grams the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 264, and as san equilations may be amended.

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

18. AMENDMENTS

Any changes in the time frame, character or resonable was of the parties hereto shall be enacted by a written amendment execute a parties he as.

19. LEGAL CONSTRUCT

In case one or more one province in this agreement shall for any reason be held invalid, illegal or unenforces and any respect, such invalidity, illegality or unenforceability shall not affect any existence of and is agreement shall be construed as if such invalid, illegal, or unenforceable provision has never be a contained in this agreement.

20. AUDIT

The State of conduction and audit or investigation of any aspect of this agreement. The Capital Me 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 haid deliver to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailin Address)
Texas Department of Transportation Maintenance Division	- Access Name dress Name
125 East 11th Street	Addi Road/Street/Hwy
Austin, Texas 78701-2483	Addres ity/State/Zip

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 with callrify days from receipt of the State's written notification pay the State for the full cost of callring any conages to the lighway facility which may result from the other party's construction, mannance, and the state of the facility.

24. WARRANTS

The signal less to this reference rrant that each has the authority to enter into this agreement on behalf at the party represend.

List of ched Exhibits:

Exhibit A - eral Layout

Exhibit B - Me and Bo as Description

Exhibit C - Approximation Plans

Exhibit D - Certifica of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

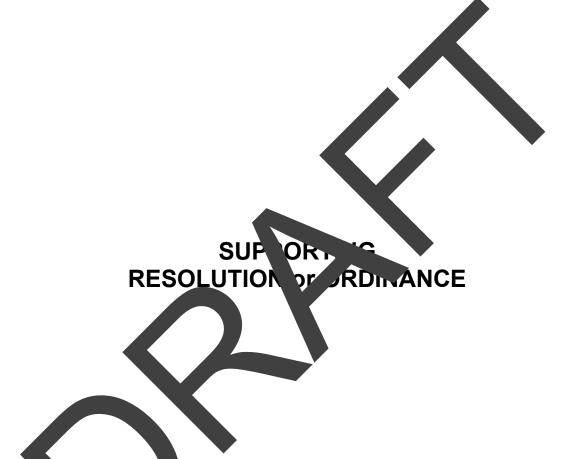
	on the	day of		, 20_		, and the
State on the	day of		, 20	·		
				STATE OF T	EXAS	
		i	Executed and	approved	for	the Texas
	(Name of other party)	•	Transportation C effect of activatin and established	ng and/or car	ng o	
Ву: _	Signature		heretofore appro Transportation C		orized	by the Texas
-	Printed Name	E	By: _	ctor, Maintena	ance D	iv. n
	Title			Printed Nan	ne	
	Agency		V	Date		
Cont	act Office ar elephone M		ROVAL REC	COMMENDED	:	
				District Engin	eer	
			Τι	ıcker Ferguso		
		_		Printed Nar	ne	
		_		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 a poproval by the Texas Department of Transportation subject to concurrence by the FHWA.
- 3. Real property interest shall not be transferred, assigned or enveyed to another party. Hout prior Texas Department of Transportation approval subject to ancurrence to the FHWA.
- 4. This agreement will be revocable in the event that the real properties interest facility ceases to be used or is abandoned.

EXHIBIT E



EX IIBI

MUA MA TO R LIST

This MU (Superseder all previous MUAs for Capital Metro Bus Stops and MetroRapid Stations and Cabides the most current list of locations

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
993	CESAR CHAVEZ/BRAZOS	Cesar Chavez	Brazos	3 6296854	-97.74336455	SL0343
995	515 CESAR CHAVEZ/RED RIVER	Cesar Chavez	Red River	J.26171153	-97.73893225	SL0343
1038	400 CESAR CHAVEZ/TRINITY	Cesar Chavez	Trinity	30.26246	-97.74084	SL0343
1067	5819 WOODROW/KOENIG	Woodrow	Koenig	33073718	-97.73157978	RM2222
1096	3250 12TH/AIRPORT	12Th	Airport	3ს 697755	-97.70017774	SL0111
1109	12TH/IH-35	12Th	Branch	30.2) 786	-97.73084211	IH0035
1233	WOODWARD/BEN WHITE SE CORNER	Woodward	Ben V , ce	30.2150	-97.74414559	SH0071
1331	4300 SPRINGDALE/MARTIN LUTHER KING	Springdale	M n Luther Kirro	30.286133	-97.68260842	FM0969
1387	1819 SPRINGDALE/MARTIN LUTHER KING	Springdale	in Luther g	30.28557	-97.68273	FM0969
1401	BERKMAN/US 290 SE CORNER	Berkman	US 2	30.32074054	-97.68877126	US0290
1402	BERKMAN/US 290 NE CORNER	Berkman	US 290	30.32244	-97.68899	US0290
1444	1801 ENFIELD/HARTFORD	Enfield	Hartford	30.28478599	-97.76223336	SL0001
1513	1728 ENFIELD/HARTFORD	Enfield	ortford	30.28461954	-97.76171652	SL0001
468	LAMAR/THURMOND	Lamar		30.35313912	-97.70608203	SL0275
559	LITTLE TEXAS STATION (NB)	Congress	de Texa.	30.20214533	-97.77551477	SL0275
1313	BERKMAN/US 290 NW CORNER	P	US 290	30.3223	-97.68924	US0290
716	800 CESAR CHAVEZ/WEST	esar C ez	West	30.26574123	-97.75240558	SL0343
1671	4104 S 1ST/BEN WHITE	1St	Ben White	30.22533277	-97.77032842	US0290
467	FAIRFIELD STATION (SB)	Lamar	airfield	30.35529611	-97.7031279	SL0275
469	8320 LAMAR/MEADOWLARK	Lar	Meadowlark	30.3522556	-97.70729488	SL0275
466	8740 LAMAR/PAYTON GIN	ınar	Payton Gin	30.35680916	-97.70106551	SL0275
548	6220 Congress/North Bluff	c ress	North Bluff	30.199041	-97.776595	SL0275
558	6319 Congress/Circle S	Cong	Circle S	30.197392	-97.776908	SL0275
623	8071 Lamar/Research	Lamar	Research	30.348283	-97.711558	SL0275
628	8911 Lamar/Carpenter	amar	Carpenter	30.358138	-97.699627	SL0275
634	3200 Oak Springs/Airport	Oak Springs	Airport	30.27361	-97.69835	SL0111
545	5300 CONGRESS/RAMBLE	Congress	Ramble	30.20868505	-97.77310811	SL0275
560	5405 CONGRESS/MOCKINGBIRD	Congress	Mockingbird	30.20710733	-97.7737329	SL0275
624	8415 LAMAR/THURMOND	Lamar	Thurmond	30.3531206	-97.7057297	SL0275
627	8745 LAMAR/DEEN	Lamar	Deen	30.35640487	-97.70123967	SL0275
668	3201 OAK SPRINGS/AIRPORT	Oak Springs	Airport	30.27348377	-97.69812723	SL0111
722	1414 LAMAR/CINCO	Lamar	Cinco	30.25246518	-97.76411399	SL0343

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
771	2639 LAMAR/DICKSON	Lamar	Dickson	3 4537706	-97.77969295	SL0343
772	2401 LAMAR/BLUEBONNET	Lamar	Bluebonnet	ال.24675173	-97.77739539	SL0343
773	2201 LAMAR/KINNEY	Lamar	Kinney	30.24727869	-97.77427814	SL0343
776	1417 LAMAR/CINCO	Lamar	Cinco	25228928	-97.76397235	SL0343
777	LAMAR SQUARE STATION (NB)	Lamar	Lamar Square	36 403364	-97.76259222	SL0343
781	BARTON SPRINGS STATION (NB)	Lamar	Butler	30.26 385	-97.75805266	SL0343
	3431 MARTIN LUTHER KING/GREENWOOD	Martin Luther King	Greer od	30.2833.	-97.69819697	FM0969
1126	3245 12TH/AIRPORT	12Th	Ai /t	30.27673052	-97.70054738	SL0111
1153	7700 NORTHCREST/ANDERSON	Northcrest	rson	30.34336011	-97.70587812	US0183
1199	WOODWARD/BEN WHITE NW CORNER	Woodward	Ben ite	30.21714657	-97.74404159	SH0071
881	3601 MARTIN LUTHER KING/EM FRANKLIN	Martin Luther King	E M Fra 1	30.28369938	-97.69571236	FM0969
882	3815 MARTIN LUTHER KING/PEREZ	Martin Luther	Perez	30.28409136	-97.69316106	FM0969
886	MARTIN LUTHER KING/SPRINGDALE	Martin Luther 1g	ringdale	30.28569	-97.68292	FM0969
898	4600 MARTIN LUTHER KING/SPRINGDALE	Martin Luther k	Sp	30.28599372	-97.68224582	FM0969
902	3900 MARTIN LUTHER KING/PEREZ	Martin Luther Kil	ez	30.28434226	-97.69295055	FM0969
905	3300 MARTIN LUTHER KING/TILLERY	uther King	fillery	30.28302247	-97.70154437	FM0969
928	IH-35/EAST 7TH	ıh T	Ih-35	30.26689519	-97.73529923	IH0035
733	4308 Menchaca/BEN WHITE	Menchą	Ben White	30.230504	-97.788112	US0290
764	4301 Menchaca/FORT VIEW	Menc'	ort View	30.23086	-97.787599	US0290
968	5900 Woodrow/Koenig	Wrow	Koenig	30.331024	-97.7316	RM2222
1340	1006 Springdale/Airport	ngdale	Airport	30.266136	-97.695276	SL0111
1761	Banister/Ben White SE Corne	⊾ ter	Ben White	30.22729	-97.779633	US0290
1882	6101 Balcones/Northland	Balc	Northland	30.34337	-97.75318	SL0001
2012	1101 38Th Half/Robins	38Th Hear	Robinson	30.294337	-97.718708	IH0035
2176	1228 Ben White/Baniste	Ben White	Banister	30.228181	-97.778886	US0290
2207	2500 Wallingwood/Bee Ca	Wallingwood	Bee Caves	30.264934	-97.782988	SL0001
2221	1301 Ben White/Banister	Ben White	Banister	30.227363	-97.779907	US0290
	1616 E Oltorf	Oltorf	35	30.233502	-97.739665	IH0035
2255	2330 Lamar/Goodrich	Lamar	Goodrich	30.247258	-97.776176	SL0343
2322	220 Lamar/Toomey	Lamar	Toomey	30.2631	-97.757876	SL0343
2326	2008 Lamar/Hether	Lamar	Hether	30.249289	-97.767901	SL0343
2329	2638 Lamar/Dickson	Lamar	Dickson	30.245471	-97.779927	SL0343

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
2334	Brodie Oaks Station (SB)	Lamar	Brodie Oaks	0.236571	-97.792508	SL0343
2374	2801 Lamar/Menchaca	Lamar	Menchaca	30.244014	-97.781577	SL0343
2421	Allandale/Shoalwood	Allandale	Shoalwood	30.33515	-97.7431	RM2222
2423	1601 Koenig/Arroyo Seco	Koenig	Arroyo Seco	30.332402	-97.734922	RM2222
2425	1205 Koenig/Grover	Koenig	Grover	329871	-97.729641	RM2222
2428	111 Koenig/Avenue F	Koenig	Avenue 7	30. 928	-97.718764	SS0069
2468	1120 Koenig/Grover	Koenig	Grov	30.33	-97.729724	RM2222
2472	Koenig/Burnet NE Corner	Koenig	By at	30.334823	-97.739641	RM2222
2474	2608 Allandale/Cary	Allandale		30.33552	-97.74692	RM2222
2754	11100 Burnet/Kramer	Burnet	Kran.	30.395964	-97.72032	FM1325
3045	2501 Parmer/Tomanet	Parmer	Toman	30.418592	-97.701867	FM0734
3193	Convict Hill/Brush Country	Convict Hill	Brush Cou	30.217449	-97.846951	SL0001
3259	821 Airport/Glissman	Airport	lissman	30.256542	-97.69284	SL0111
3261	1135 Airport/Goodwin	Airport	G	30.26848	-97.69626	SL0111
3297	1400 Airport/14Th Half	Airport	ıh Han	30.279033	-97.701939	SL0111
3299	1144 Airport/Oak Springs	A.	Oak Springs	30.27252	-97.69775	SL0111
3302	Airport/Shady Lane	dirport	Shady	30.25936	-97.69377	SL0111
3753	9510 Menchaca/Monarch	Menchą	Monarch	30.176806	-97.822278	FM2304
3772	7300 Menchaca/Matthews	Menc'	// Matthews	30.198694	-97.808351	FM2304
3774	7800 Menchaca/Beauregard	Me daca	Beauregard	30.193854	-97.811433	FM2304
3776	9304 Menchaca/Sedgemoor	nchaca	Sedgemoor	30.179515	-97.820578	FM2304
3778	8125 Menchaca/Breyfogle	haca	Breyfogle	30.191575	-97.812505	FM2304
3795	Research/Jamestown	Res. h	Jamestown	30.355308	-97.714862	US0183
3797	8523 Research/Fairfiel	Researca	Fairfield	30.359988	-97.716313	US0183
3799	Research/Northgate	Research	Northgate	30.368858	-97.718513	US0183
3810	11411 Research/Windriver	Research	Balcones Woods	30.412532	-97.745139	US0183
3812	Research/Riata Apts	Research	Riata Apts	30.42702	-97.75387	
3829	Research Blvd/Barrington	Research	Barrington	30.432985	-97.768027	US0183
3831	11700 Research/Duval	Research	Duval	30.41999	-97.747572	US0183
3833	11100 Research/Balcones Woods	Research	Balcones Woods	30.406858	-97.745727	US0183
3840	8500 Research/Fairfield	Research	Fairfield	30.359635	-97.716748	US0183
4070	Barton Springs Station (SB)	Lamar	Barton Springs	30.26007	-97.758952	SL0343

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
4072	1901 Lamar/Mary	Lamar	Mary	30.24956	-97.767001	SL0343
4175	700 Cesar Chavez/Red River	Cesar Chavez	Red River	30.261585	-97.737717	SL0343
4212	4205 Victory/Ben White	Victory	Ben White	30.232805	-97.7907	US0290
4216	2300 Panther/Lamar	Panther	Lamar	30.238522	-97.789058	SL0343
4267	Congress/Dunlap	Congress	Dunlap	22443	-97.763196	US0290
4415	8509 Menchaca/Dittmar	Menchaca	Dittmar	30. 1654	-97.815648	FM2304
4426	7317 Menchaca/Gaines Mill	Menchaca	Gaine	30.19.	-97.808456	FM2304
4465	10935 Lakeline Mall/US 183	Lakeline Mall	U ^r 3	30.473343	-97.797676	US0183
4473	6900 Scenic Brook/Sh 71	Scenic Brook	3 1	30.237011	-97.878699	SH0071
4488	Mopac/Wallingwood	Морас	Wan. ve	30.265767	-97.781128	SL0001
4509	820 Koenig/Lamar	Koenig	Lamar	30.326578	-97.726875	RM2222
4513	Koenig/Guadalupe	Koenig	Guadalupe	30.323545	-97.723626	SS0069
4536	Lamar/Meadowlark	Lamar	¹≏adowlark	30.35188	-97.70748	SL0275
4541	9717 Lamar/Rutland	Lamar	Ru	30.366232	-97.695082	SL0275
4545	Lamar/Applegate	Lamar	plegate	30.374486	-97.690432	SL0275
4554	700 Braker/Pollyanna	P	Pollyanna	30.377449	-97.677411	IH0035
4581	Airport/Shady	Airport	Shady	30.259748	-97.693656	SL0111
4587	Koenig/Arroyo Seca	Koenig	Arroyo Seca	30.332304	-97.734417	RM2222
4619	Colony Loop/Decker	Colon	becker	30.294341	-97.62633	FM3177
4691	Research/Burnet	Re rcn	Burnet	30.37228	-97.72535	US0183
4697	Lamar/Northbend	nar	Northbend	30.38531	-97.68473	SL0275
4699	Lamar/Yager	F 31	Yager	30.402463	-97.678967	SL0275
4754	Burnet/Waterford Center	Bun	Waterford Center	30.375734	-97.725963	FM1325
4760	10508 Burnet/Braker	Burnet	Braker	30.389539	-97.722482	FM1325
4895	Braker/Mopac NE Corne	Braker	Морас	30.395374	-97.731553	SL0001
4896	Lamar/Caddo	Lamar	Caddo	30.385845	-97.684238	SL0275
5071	Research/Lamar	Research	Lamar	30.350323	-97.713047	US0183
5100	1120 Airport/Springdale	Airport	Springdale	30.264908	-97.695452	SL0111
5209	705 11Th/Sabine	11Th	Sabine	30.270695	-97.734076	IH0035
5240	700 Ben White (Walmart)	Ben White	lh-35	30.218991	-97.755293	US0290
5259	Ben White/Governors Row	Ben White	Governors Row	30.215568	-97.748582	SH0071
5264	Mopac/Bee Caves	Морас	Bee Caves	30.267249	-97.778495	SL0001

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
5280	Parmer Station (SB)	Lamar	Parmer	9.410119	-97.678043	SL0275
5290	Research/Seton Center	Research	Seton Center	30.404485	-97.744959	US0183
5310	8201 Congress/Foremost	Congress	Foremost	30.176243	-97.784118	SL0275
5311	8200 Congress/Foremost	Congress	Foremost	30.176853	-97.784179	SL0275
5313	6811 Congress/Clearday	Congress	Clearday	190842	-97.779568	SL0275
5314	7309 Congress/Dittmar	Congress	Dittmar	186	-97.781105	SL0275
5315	7310 Congress/Dittmar	Congress	Dittm	30.18	-97.781306	SL0275
5317	Anderson/Cameron	Anderson	C2 ron	30.334052	-97.688306	US0183
5346	Lamar/Walnut Creek Park	Lamar	v ut Creek k	30.398789	-97.679545	SL0275
5347	12100 Lamar/Oakbrook	Lamar	Oak. k	30.393252	-97.681428	SL0275
5348	12001 Lamar/Oakbrook	Lamar	Oakbro	30.393627	-97.681006	SL0275
5425	5408 Loyola/Ed Bluestein	Loyola	Ed Blueste.	30.303092	-97.66195	US0183
6274	203 Cesar Chavez/Colorado	Cesar Chavez	lorado	30.26392	-97.74614	SL0343
6316	5976 290 Hwy/Harper Park	290 Hwy	Hp rk	30.235923	-97.850974	US0290
6317	5411 290 Hwy/Monterey Oaks	290 Hwy	onterey ks	30.236059	-97.838517	US0290
6318	5107 290 Hwy/Staggerbrush	2	Staggerbrush	30.235685	-97.828488	US0290
6320	5504 290 Hwy/Industrial Oaks	عا 0 Hw	Industrial Oaks	30.237159	-97.840989	US0290
6348	Fairfield Station (NB)	Lamar	Fairfield	30.355674	-97.702242	SL0275
6357	Broken Spoke Station (NB)	Lamar	Westland	30.240739	-97.78607	SL0343
6358	Broken Spoke Station (SB)	Lar	Westrock	30.241007	-97.786179	SL0343
6361	Slaughter Station (SB)	ıgress	Slaughter	30.169621	-97.787869	SL0275
6362	Slaughter Station (NB)	ress	Slaughter	30.169961	-97.787073	SL0275
6373	Westgate Transit Center -	Ben ite	Victory	30.230908	-97.790295	US0290
6374	Westgate Transit Cent	Ben Whate Blvd	Victory	30.231106	-97.790843	US0290
6375	Westgate Transit Center	Ben White Blvd	Victory	30.231153	-97.791129	US0290
6377	Westgate Transit Center - L	Ben White Blvd	Victory	30.231527	-97.791606	US0290
6379	Westgate Transit Center - F	Ben White Blvd	Victory	30.231403	-97.790588	US0290
6395	5169 290 Hwy/Boston	290 Hwy	Boston	30.237094	-97.830782	US0290
6404	27 Waller/Flores	Waller	Flores	30.253346	-97.735557	IH0035
6427	10099 Burnet/Mc Hale	Burnet	Mc Hale	30.385221	-97.723575	FM1325
6432	State Campsite	Patton	Bastrop Hwy	30.232832	-97.684391	US0183
1750	US 290/Mopac (Walmart)	US 290	Mopac	30.23336454	-97.82142048	US0290

STOP_						TXDOT_
ID	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
1781	215 CESAR CHAVEZ/LAVACA	Cesar Chavez	Lavaca	3 6381851	-97.74636631	SL0343
1796	5617 AIRPORT/KOENIG	Airport	Koenig	J.31844024	-97.71286938	SS0069
1898	3519 STECK/MOPAC	Steck	Mopac	30.36875	-97.74387	SL0001
1909	STECK/MOPAC	Steck	Mopac	36897567	-97.74394321	SL0001
1977	VETERANS/ATLANTA	Veterans	Atlanta	36 512067	-97.77165808	SL0001
2102	2211 Lake Austin/Veterans	Lake Austin	Veterans	3 7738	-97.77137	SL0001
2175	South 1St/Ben White	Ben White	1St	30.2271. 1	-97.76960698	US0290
2177	Ben White/Clawson	Ben White	Cl on	30.22872509	-97.78379101	US0290
2216	4401 Pack Saddle Pass/Ben White	Pack Saddle Pass	White	30.23101684	-97.79202171	US0290
2218	1901 Ben White/Merle	Ben White	Mei	30.22907186	-97.78751492	US0290
2220	Ben White/Gillis	Ben White	Gillis	30.2274046	-97.78157272	US0290
2260	Oltorf West Station (NB)	Lamar	Oltorf	30.24802421	-97.77101416	SL0343
2312	4120 IH 35/CLARKSON	IH 35	arkson	30.29950059	-97.71711709	IH0035
2324	LAMAR SQUARE STATION (SB)	Lamar	L _o , vare	30.25449345	-97.76256623	SL0343
2328	OLTORF WEST STATION (SB)	Lamar	ord	30.24802801	-97.7717563	SL0343
2331	3000 Lamar/Barton Skyway		Barton Skyway	30.24318555	-97.78307738	SL0343
2370	Brodie Oaks Station (NB)	_amar	Ben White	30.23595	-97.79263333	SL0343
2388	Cameron/52Nd	Camero	52Nd	30.30988659	-97.70885835	IH0035
2419	Northland/Marilyn	North'	Marilyn	30.33454556	-97.75183151	RM2222
2422	Allandale/Burnet SW Corner	All	Burnet	30.33474	-97.74007	RM2222
2424	1317 Koenig/Woodrow	enig	Woodrow	30.33062993	-97.73122532	RM2222
2427	Koenig/Guadalupe SW Corne	ig	Guadalupe	30.32348777	-97.72402122	SS0069
2465	200 Koenig/Avenue F	Koel	Avenue F	30.32198047	-97.71837932	SS0069
2469	1316 Koenig/Woodroy	Koenig	Woodrow	30.33090868	-97.73144488	RM2222
2473	Allandale/Woodview	Allandale	Woodview	30.33547	-97.74381	RM2222
2475	Northland/Bullard	Northland	Bullard	30.33456	-97.75026	RM2222
2597	Oak Hill Plaza	SH 71	US 290	30.23496612	-97.87694049	SH0071
2617	6132 US 290/Parkwood	US 290	Parkwood	30.23566214	-97.85526715	US0290
2753	Burnet/Mopac	Burnet	Морас	30.4027158	-97.71756543	FM1325
2821	Rundberg Station (NB)	Lamar	Rundberg	30.36261667	-97.69713333	SL0275
3075	9037 Lamar/Cooper	Lamar	Cooper	30.36026477	-97.69847727	SL0275
3080	11213 Lamar/Braker	Lamar	Braker	30.3816798	-97.686359	SL0275

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
3240	3103 SH 71/Cheviot	SH 71	Cheviot	3 0503516	-97.64258891	SH0071
3241	2777 SH 71/Golf Course	SH 71	Golf Course	2.21089516	-97.65406735	SH0071
3260	1123 Airport/Springdale	Airport	Springdale	30.26537	-97.69532	SL0111
3262	1149 Airport/Oak Springs	Airport	Oak Springs	30.27335	-97.69773	SL0111
3266	1835 Airport/Martin Luther King	Airport	Martin Luther Ling	36 233935	-97.70372221	FM0969
3285	8027 Anderson Square/Research	Anderson Square	Research	30.35 132	-97.71515412	US0183
3296	1900 Airport/Martin Luther King	Airport	Marti ather King	30.2826. 1	-97.7042217	FM0969
3298	1198 Airport/12Th	Airport	12'	30.2764851	-97.70021321	SL0111
3300	1134 Airport/Goodwin	Airport	Win	30.26833	-97.69643	SL0111
3303	760 Airport/Glissman	Airport	Gliss	30.25446	-97.6928	SL0111
3323	3320 FM 973/Sh 71	973	71	30.20088413	-97.64049342	FM0973
3754	9700 Menchaca/Slaughter	Menchaca	Slaughter	30.17545939	-97.82273365	FM2304
3773	7504 Menchaca/Lear	Menchaca	ar	30.19632615	-97.80985957	FM2304
3775	8200 Menchaca/Shiloh	Menchaca	Su	30.19082823	-97.81336285	FM2304
3777	9303 Menchaca/Sedgemoor	Menchaca	Jgemo	30.1794455	-97.82024203	FM2304
3779	Menchaca/Keilbar	Ca	Keilbar	30.19511928	-97.81024774	FM2304
3796	Research/Clearfield	researc	Clearfield	30.35731551	-97.71551389	US0183
3798	8601 Research/Ohlen	Researc	Ohlen	30.36227329	-97.71694123	US0183
3800	Research/Metric	Resea	Metric	30.37186369	-97.72255825	US0183
3809	11215 Research/Balcones Woods	Re cn	Balcones Woods	30.40881168	-97.7446316	US0183
3811	11689 Research/Duval	₃earch	Duval	30.41795326	-97.74615214	US0183
3813	12550 Research/Oak Knoll	n arch	Oak Knoll	30.43024	-97.76044	US0183
3830	12574 Research/Jollyville	Resc h	Jollyville	30.42923707	-97.76050106	US0183
3832	11590 Research/Thung creek	Researca	Thunder Creek	30.41491998	-97.74661233	US0183
3839	Research/Ohlen	Research	Ohlen	30.36407481	-97.71814906	US0183
3887	Convict Hill/Latta/Brush Co	Convict Hill	Latta	30.21688784	-97.84606822	SL0001
4071	615 Lamar/Bluff	Lamar	Bluff	30.25883465	-97.75898311	SL0343
4166	Mopac/Nature Center	Морас	Nature Center	30.26950498	-97.77634198	SL0001
4167	Mopac/Zilker	Морас	Zilker	30.26857121	-97.77657365	SL0001
4195	3205 Martin Luther King/Airport	Martin Luther King	Airport	30.28253749	-97.70345554	FM0969
4213	4206 Victory/Ben White	Victory	Ben White	30.23279243	-97.7909171	US0290
4231	Pack Saddle Pass/Ben White	Pack Saddle Pass	Ben White	30.23105468	-97.79219865	US0290

STOP_						TXDOT_
ID	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
4235	2020 Ben White/Menchaca	Ben White	Menchaca	3 3063775	-97.78852375	US0290
4236	4029 Banister/Ben White	Banister	Ben White	J.22859905	-97.77869922	US0290
4381	6610 Congress/Eberhart	Congress	Eberhart	30.19421521	-97.77844934	SL0275
4382	Pleasant Hill Station (NB)	Congress	William Cannor	19453455	-97.77808468	SL0275
4414	8700 Menchaca/Davis	Menchaca	Davis	36 535431	-97.81684322	FM2304
4470	4702 Lamar/Dudmar	Lamar	Dudmar	30.25 314	-97.80916344	US0290
4471	4970 US 290/Brodie	US 290	Brodi	30.2337_ 2	-97.81905814	US0290
4474	6905 Scenic Brook/Sh 71	Scenic Brook	SH	30.23688853	-97.87851081	SH0071
4486	Oak Hill Park and Ride	US 290	nm Cann	30.23443918	-97.86264506	US0290
4491	Mopac/Barton Skyway	Морас	Bart kv y	30.26208314	-97.78956958	SL0001
4494	2701 Walsh Tarlton/Capital of Texas	Walsh Tarlton	Capital exas	30.25847754	-97.81128561	SL0360
4538	8950 Lamar/Cooper	Lamar	Cooper	30.35924781	-97.69931631	SL0275
4540	Rundberg Station (SB)	Lamar	ındberg	30.36366946	-97.69683992	SL0275
4542	9800 Lamar/Longspur	Lamar	Lo	30.36756842	-97.69460286	SL0275
4543	Masterson Station (NB)	Lamar	sterson.	30.37208333	-97.69181667	SL0275
4548	Chinatown Station (NB)		Kramer	30.37938453	-97.6876833	SL0275
4588	2607 Allandale/Cary	allanda	Cary	30.33533	-97.747	RM2222
4602	Martin Luther King/Scottsdale	Martin I her King	Scottsdale	30.28630882	-97.67879784	FM0969
4688	Research/Hamilton	Resea	Aamilton	30.40165472	-97.74524712	US0183
4690	Research/Technology	Re con	Technology	30.43266	-97.76536	US0183
4696	11300 Lamar/Braker	nar	Braker	30.38273409	-97.68605219	SL0275
4698	Lamar/Little Oak	L 7.	Little Oak	30.38857	-97.68337	SL0275
4753	9101 Burnet/Research	Bun	Research	30.37470852	-97.72590803	FM1325
4756	Rutland Station (SB)	Burnet	Rutland	30.3836	-97.72419	FM1325
4757	Rutland Station (NB)	Burnet	Longhorn	30.37949656	-97.72485661	FM1325
4761	10701 Burnet/Braker	Burnet	Braker	30.39179634	-97.72147714	FM1325
4873	Amherst/Parmer	Amherst	Parmer	30.42435296	-97.71365393	FM0734
5045	2474 SH 71/Presidential	SH 71	Presidential	30.21270507	-97.65909016	SH0071
5270	Parmer Station (NB)	Lamar	Indian Mound	30.40558971	-97.67848855	SL0275
5271	12416 Lamar/Parmer	Lamar	Parmer	30.40653252	-97.67859122	SL0275
5284	Capital Plaza	IH 35	Reinli	30.31589416	-97.70643487	IH0035
5316	Fiesta (3909 S Ih35/38Th Half)	IH 35	38Th Half	30.29582547	-97.71778658	IH0035

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
5319	Lamar/Howard	Lamar	Howard	3 1672014	-97.67625658	SL0275
5363	5310 Congress/Mockingbird	Congress	Mockingbird	J.20766179	-97.77368395	SL0275
5393	815 Koenig/Lamar	Koenig	Lamar	30.32631937	-97.72697147	RM2222
5396	907 Lamar/Treadwell	Lamar	Treadwell	25654836	-97.76103786	SL0343
5432	Research/Riata Trace	Research	Riata Trace	3 259294		US0183
5445	9302 Lamar/Rundberg	Lamar	Rundber	30.36 771	-97.69792701	SL0275
5449	Lamar/West Gate	Lamar	West te	30.2322	-97.80455523	US0290
5472	8400 Menchaca/Keepsake	Menchaca	Ke sake	30.18823863	-97.81501173	FM2304
5491	4800 Convict Hill/Brush Country	Convict Hill	L 'h Countr	30.217489	-97.84994637	SL0001
5498	Seaholm Station (NB)	Cesar Chavez	San. on:	30.26506473	-97.75082375	SL0343
5517	9813 Lamar/Longspur	Lamar	Longspt	30.36816216	-97.69398265	SL0275
5518	11900 Lamar/Little Oak	Lamar	Little Oak	30.38961824	-97.68267389	SL0275
5545	South Congress Bay C	Ben White	ngress	30.22308357	-97.76685278	US0290
5547	South Congress Bay E	Ben White	Co	30.22343603	-97.76664482	US0290
5551	South Congress Bay I	Ben White	igress	30.22321165	-97.76613688	US0290
5552	South Congress Station Bay J	P 'te	Congress	30.22294099	-97.76627979	US0290
5553	South Congress Station Bay K	en Wi	Congress	30.22271795	-97.76645866	US0290
5555	10503 Lamar/Meadows	Lamar	Meadows	30.37431144	-97.69080891	SL0275
5567	1215 Airport/12Th	Airpor	2Th	30.27758949	-97.70065737	SL0111
5568	1181 Airport/Oak Springs	Air	Oak Springs	30.27541003	-97.69890396	SL0111
5571	3520 Martin Luther King/EM Franklin	rtin Luther King	E M Franklin	30.28376679	-97.69679147	FM0969
5585	6063 US 290/Old Fredericksby	90	Old Fredericksburg	30.23492485	-97.85362953	US0290
5593	Palma Verde/Ben White	Paln. 'erde	Ben White	30.21912077	-97.68782962	SH0071
5624	651 Martin Luther King Red River	Martin Juther King Jr	Red River	30.27868769	-97.73147142	IH0035
5625	5789 Airport/Koenig	Airport	Koenig	30.32164659	-97.7139499	SS0069
5633	421 Cesar Chavez/Trinity	Cesar Chavez	Trinity	30.26221332	-97.7406386	SL0343
5635	906 Lamar/Treadwell	Lamar	Treadwell	30.25634162	-97.76143258	SL0343
5640	5508 Martin Luther King Jr/Hillda	Martin Luther King Jr	Hilldale	30.28672917	-97.67107873	FM0969
5641	5304 Martin Luther King Jr/Oldfort A.	Martin Luther King Jr	Oldfort Hill	30.28674387	-97.67451229	FM0969
5646	Research/Georgian	Research	Georgian	30.34443234	-97.7055829	US0183
5647	Research/Northcrest	Research	Northcrest	30.34339248	-97.70502696	US0183
5654	Lakeline/US 183	Lakeline	US 183	30.48000659	-97.8001863	US0183

STOP_						TXDOT_
ID _	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	HWY
5671	Research/Mc Neil	Research	Mc Neil	4343908	-97.76872484	US0183
5711	525 Ben White/Terry O	Ben White	Terry O	J.21924558	-97.75773587	US0290
5719	10401 Burnet/Mc Hale	Burnet	Mc Hale	30.3875024	-97.72293496	FM1325
5720	2140 Allandale/Wynona	Allandale	Wynona	33516034	-97.74161298	RM2222
5777	Main/Depot	MAIN	DEPOT	36 732495	-97.37038915	SL0109
5784	9600 Burnet/Longhorn	Burnet	Longhor	30.3) 895	-97.7250881	FM1325
5797	SH 71/Cheviot (EB)	SH 71	Chevi	30.2033	-97.64167748	SH0071
5824	2208 Lake Austin/Upson	Lake Austin	Ur ,1	30.2775705/	-97.77131368	SL0001
5857	Chinatown Station (SB)	Lamar	l er	30.38036669	-97.68740138	SL0275
5858	Masterson Station (SB)	Lamar	Mas or	30.37093333	-97.69273333	SL0275
5859	North Lamar Station	Lamar	Researc	30.34932551	-97.71168455	SL0275
5871	Little Texas Station (SB)	Congress	Ainsworth	30.20338382	-97.77543387	SL0275
5872	Pleasant Hill Station (SB)	Congress	'illiam Canno	30.19240001	-97.77923388	SL0275
5875	Bluebonnet Station (NB)	Lamar	Bir	30.24638357	-97.77816666	SL0343
5879	Bluebonnet Station (SB)	Lamar	rebonne	30.24676612	-97.7778743	SL0343
5881	Lakeline/US 183		US 183	30.47841447	-97.80467476	US0183
5914	6401 FM 969/Craigwood	M 965	Craigwood	30.28463109	-97.66003426	FM0969
5915	6506 FM 969/Craigwood Eb	FM 969	Craigwood	30.28478717	-97.65959634	FM0969
5920	Mopac/Braker	Mopa	Braker	30.39396157	-97.73244666	SL0001
5923	Georgian/Research	Ge	Research	30.34352666	-97.70543111	US0183
5945	9100 US 290/Springdale	2 90	Springdale	30.3289947	-97.65630218	US0290
5969	8120 Research/Anderson	n arch	Anderson	30.35303358	-97.71497609	US0183
6002	4104 Banister/Morgan	Ban. •	Morgan	30.22831676	-97.77907959	US0290
6087	Louis Henna/Farmers C , e	W Louis Henna Blvd	IH 35	30.47948785	-97.67677325	SH0045
6160	Louis Henna/Walmart	Louis Henna	IH 35	30.48134379	-97.67047566	SH0045
6234	2800 La Frontera/Louis He	La Frontera	Louis Henna	30.47819057	-97.68534447	FM1325
6235	La Frontera/Louis Henna	La Frontera	Louis Henna	30.47758736	-97.68524395	FM1325
6241	1766 71/Thornberry	71	Thornberry	30.21940166	-97.67037929	SH0071
6396	5638 290 Hwy/Westcreek	290 Hwy	Westcreek	30.23595415	-97.84555955	US0290

STOP_ID	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	TXDOT_HWY
777	LAMAR SQUARE STATION (NB)	Lamar	Lamar Square	30.25403364	-97.76259222	SL0343
781	BARTON SPRINGS STATION (NB)	Lamar	Butler	30.26163385	-97.75805266	SL0343
2334	Brodie Oaks Station (SB)	Lamar	Brodie Oaks	30.236571	2508 و	SL0343
4070	Barton Springs Station (SB)	Lamar	Barton Springs	30.26007	7.758952	SL0343
5280	Parmer Station (SB)	Lamar	Parmer	30.410119	678043	SL0275
6348	Fairfield Station (NB)	Lamar	Fairfield	30.355	-9, 2242	SL0275
6357	Broken Spoke Station (NB)	Lamar	Westland	30.2 1739	-97.) 77	SL0343
6358	Broken Spoke Station (SB)	Lamar	Westrock	3 .41007	-97.7861	~L0343
6361	Slaughter Station (SB)	Congress	Slaughter	0.169621	-97.787869	275
6362	Slaughter Station (NB)	Congress	Slaughter	30.16996	-97.787073	SL0275
6373	Westgate Transit Center - A	Ben White	Victory	الاستوالية المتوادد ا	-97.790295	US0290
2260	Oltorf West Station (NB)	Lamar	Oltorf	36	-97.77101416	SL0343
2324	LAMAR SQUARE STATION (SB)	Lamar	Lamar Square	30.25 345	-97.76256623	SL0343
2328	OLTORF WEST STATION (SB)	Lamar	Oxfor	30.24802	-97.7717563	SL0343
2370	Brodie Oaks Station (NB)	Lamar	Ben Wi	30.2359	-97.79263333	SL0343
4540	Rundberg Station (SB)	Lamar	Rundber	ادر عنادر عن	-97.69683992	SL0275
4756	Rutland Station (SB)	Burnet	Rutland	30.3836	-97.72419	FM1325
4757	Rutland Station (NB)	Burnet	nghorn	30.37949656	-97.72485661	FM1325
4761	10701 Burnet/Braker	Bur	ker	30.39179634	-97.72147714	FM1325
5552	South Congress Station Bay J	White	ngress	30.22294099	-97.76627979	US0290
5553	South Congress Station Bay K	B. Vhite		30.22271795	-97.76645866	US0290
5857	Chinatown Station (SB)	Lam _a	Kramer	30.38036669	-97.68740138	SL0275
5858	Masterson Station (SB)	'amar	Masterson	30.37093333	-97.69273333	SL0275
5859	North Lamar Station	علا ال	Research	30.34932551	-97.71168455	SL0275
5871	Little Texas Station (Sr	Con ss	nsworth	30.20338382	-97.77543387	SL0275
5872	Pleasant Hill Station	Cong	William Cannon	30.19240001	-97.77923388	SL0275
5875	Bluebonnet Station (NB)	Lama	Bluebonnet	30.24638357	-97.77816666	SL0343
5879	Bluebonnet Station (SB)	Lam	Bluebonnet	30.24676612	-97.7778743	SL0343
2821	Rundberg Station (NB)	l ar	Rundberg	30.36261667	-97.69713333	SL0275
559	LITTLE TEXAS STATION (NB)	ongress	Little Texas	30.20214533	-97.77551477	SL0275
4548	Chinatown Station (NB)	Lamar	Kramer	30.37938453	-97.6876833	SL0275
5498	Seaholm Station (NB)	Cesar Chavez	San Antonio	30.26506473	-97.75082375	SL0343
4543	Masterson Station (NB)	Lamar	Masterson	30.37208333	-97.69181667	SL0275

STOP_ID	STOP_NAME	ON_STREET	AT_STREET	LATITUDE	LONGITUDE	TXDOT_HWY
4382	Pleasant Hill Station (NB)	Congress	William Cannon	30.19453455	-97.77808468	SL0275
5270	Parmer Station (NB)	Lamar	Indian Mound	30.40558971	-97.67848855	SL0275
467	FAIRFIELD STATION (SB)	Lamar	Fairfield	30.35529611	-97 3 1279	SL0275
716	800 CESAR CHAVEZ/WEST	Cesar Chavez	West	30.26574123	<i>-</i> 5240558	SL0343

2910 East 5th Street Austin, TX 78702



Capital Metropolitan Transportation Authority

Board of Directors	Item #: AI-2021-3	303	Agenda Date: 1/24/2022
• •	orizing the President & CEO to fina vare licensing, maintenance, and so t to exceed \$3,254,599.		•
FISCAL IMPACT: Funding for this action is availa	able in the FY2022 Operating Budຍຸ	get	
STRATEGIC PLAN: Strategic Goal Alignment: ☑ 1. Internal/External Custome □ 3. Financial and Environment Growth Management	r Service Excellence	0 0	□ 5. Agency
Strategic Objectives: □ 1.1 Safety & Risk		☐ 1.3 Dynamic (Change
≤ □ 1.4 Culture of Innovation □ 1.4 Culture of I	\square 2.1 Be an Employer of Choice	□2.2 Organizati	ion Development
☐2.3 Organization Culture	☐3.1 Resource optimization	□3.2 Safety Cul	lture
☐3.3 Environmental Leadership	☐4.1 Educate & Call to Action	☐4.2 Build Part	nerships
□4.3 Value of Transit	□4.4 Project Connect		
	ALIGNMENT: Providing a system to		•

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:

Description	Total Award
Base Year - Software Licensing, Warranty, and Maintenance	\$589,000.00
Option Year 1 - Software Licensing, Warranty, and Maintenance	\$618,450.00
Option Year 2 - Software Licensing, Warranty, and Maintenance	\$649,373.00
Option Year 3 - Software Licensing, Warranty, and Maintenance	\$681,842.00
Option Year 4 - Software Licensing, Warranty, and Maintenance	\$715,934.00
Not to Exceed Total for Base and Options:	\$3,254,599.00

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		

2910 East 5th Street Austin, TX 78702



Capital Metropolitan Transportation Authority

Board of Directors	Item #: AI-202	2-315	Agenda Date: 1/24/2022
SUBJECT:			
Approval of a resolution auth	orizing the President & CEO, or	his designee, to fi	nalize and execute a contract
with BMR Janitorial & Pressu	re Washing Service, LLC for the f	ueling and interio	r and exterior cleaning of
transit revenue vehicles in ar	amount not to exceed \$3,557,8	318 for a three-yea	ar contract.
FISCAL IMPACT:			
Funding for this action is available	lable in the FY2022 Operating B	udget	
STRATEGIC PLAN:			
Strategic Goal Alignment:			
	er Service Excellence 🔲 2. Stakeho	older Engagement	
\square 3. Financial and Environmen	tal Sustainability 🗆 4. Staff De	evelopment	☐ 5. Agency
Growth Management			
Strategic Objectives:			
		\square 1.3 Dynamic	: Change
\boxtimes 1.4 Culture of Innovation	\square 2.1 Be an Employer of Choice	\square 2.2 Organiza	tion Development
☐2.3 Organization Culture	\square 3.1 Resource optimization	☐3.2 Safety Co	ulture
☐3.3 Environmental Leadership	□ 4.1 Educate & Call to Action	\Box 4.2 Build Par	rtnerships
□4.3 Value of Transit	□4.4 Project Connect		
EXPLANATION OF STRATEGIC	ALIGNMENT: Vehicles that are o	cleaned and disinf	ected daily are critical to our
. •	fe and reliable transportation. T	he daily fueling an	d checking of fluids in our
vehicles is critical to delivering	g safe and reliable service.		

services.

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

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.

BMR Janito	BMR Janitorial & Pressure Washing Service, LLC						
Daily Servic	ing and Fueli	ing					
Labor Taxes Supervisor NRVs per Prof Services TOTAL year							
2022	\$940,160	\$67,063.36	\$50,689	\$46,332	\$81,694.87	\$1,185,939.2	
2023	\$940,160	\$67,063.36	\$50,689	\$46,332	\$81,694.87	\$1,185,939.2	
2024	\$940,160	\$67,063.36	\$50,689	\$46,332	\$81,694.87	\$1,185,939.2	
3-yr total						\$3,557,817.6	

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		

2910 East 5th Street Austin, TX 78702



Capital Metropolitan Transportation Authority

Board of Directors	Item # : AI-2022-	316	Agenda Date: 1/24/2022
SUBJECT:			
	orizing the President & CEO, or his ior and exterior cleaning of transit red	•	
FISCAL IMPACT:			
Funding for this action is availa	able in the FY2022 Operating Bud	get	
STRATEGIC PLAN:			
Strategic Goal Alignment:			
☑ 1. Internal/External Customer☐ 3. Financial and EnvironmentGrowth Management	r Service Excellence		☐ 5. Agency
Strategic Objectives:			
☑ 1.1 Safety & Risk		\square 1.3 Dynamic (Change
\square 1.4 Culture of Innovation	\square 2.1 Be an Employer of Choice	□2.2 Organizati	on Development
\square 2.3 Organization Culture	☐3.1 Resource optimization	□3.2 Safety Cul	ture
☐3.3 Environmental Leadership	☐4.1 Educate & Call to Action	□4.2 Build Part	nerships
□4.3 Value of Transit	□4.4 Project Connect		
EXPLANATION OF STRATEGIC	ALIGNMENT: Vehicles that are cle	aned and disinfec	ted daily are critical to our cor:

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.

Bubble'z & S	Bubble'z & Sudd'z						
Interior and	Exterior Cle	aning - Trai	nsit Buses				
Type of Bus 35-40ft Bus 45ft Bus 60ft Bus CMSV Total per TOTAL Detail ANNUAL							
Quantity	350	44	31		425		
2022	\$101,500	\$12,980	\$10,385		\$124,865	\$998,920	
2023	\$103,250	\$13,200	\$10,430		\$126,880	\$1,015,040	
2024	\$105,000	\$13,420	\$10,695		\$129,115	\$1,032,920	
3-yr total						\$3,046,880	

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

RESOLUTION OF THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

AI-2022-316

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		



Capital Metropolitan Transportation Authority

Board of Directors Item #: Al-2022-337 Agenda Date: 1/24/2022

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



DRAFT 1.22.22 – v.3 INTERLOCAL AGREEMENT BETWEEN CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AND CITY OF LEANDER FOR BUILD CENTRAL TEXAS

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. <u>Successors and Assigns</u>. 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. <u>Severability</u>. 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. <u>Cooperation</u>. The Parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- D. <u>Independent Contractor</u>. This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
- E. <u>Entire Agreement</u>. 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. <u>No Amendment of Other Agreements</u>. 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. <u>Applicable Law</u>. 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. <u>Interpretation of Laws and Authorities</u>. 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. <u>Notices</u>. 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. <u>Liability</u>. 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. <u>Government Immunity</u>. 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		
Ву:		By:	
	Catherine Walker	Printed Name:	
	EVP, Chief Financial & Risk Officer	Title:	

Date:	Date:

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 multimodal 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.
- 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 closeout 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.

2910 East 5th Street Austin, TX 78702



Capital Metropolitan Transportation Authority

Board of Directors	ctors Item #: Al-2021-305 Agenda Date: 1/24			
SUBJECT:				
	officers of the Capital Metro Board o	of Directors for 20	022.	
FICCAL INADACT.				
FISCAL IMPACT: This action has no fiscal impac	†			
This decion has no risear impac				
STRATEGIC PLAN:				
Strategic Goal Alignment:				
☑ 1. Internal/External Customer☐ 3. Financial and EnvironmentGrowth Management	r Service Excellence 🛚 2. Stakeholde al Sustainability 🗀 4. Staff Deve		☐ 5. Agency	
Strategic Objectives:				
☐ 1.1 Safety & Risk	⊠1.2 Continuous improvement	☐ 1.3 Dynamic	Change	
\square 1.4 Culture of Innovation	\square 2.1 Be an Employer of Choice	⊠2.2 Organizat	tion Development	
⊠2.3 Organization Culture	\square 3.1 Resource optimization	□3.2 Safety Cu	ılture	
☐3.3 Environmental Leadership	\square 4.1 Educate & Call to Action	□4.2 Build Par	tnerships	
□4.3 Value of Transit	□4.4 Project Connect			
EXPLANATION OF STRATEGIC	ALIGNMENT: Does not apply.			
BUSINESS CASE: Does not app	ly.			
COMMITTEE RECOMMENDAT	ON: This item will be presented to	o the full board	on January 24, 2022.	
officers of the Board of Directors	pital Metropolitan Transportation Au be selected annually, generally at th officers are Chair, Vice Chair and Sec	e first meeting of	·	

agenda and recommend the Chair and members of the board's committees.

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

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

AI-2021-305

•	pard of Directors Bylaws of the Capital Metropolitan Transtors be selected annually, generally at the first regular mutury.	•	•
	RE, BE IT RESOLVED that the Board hereby elects to serve as officers of the Capital Metro Board of Direc		
Secretary of the	Date: ne Board		



Capital Metropolitan Transportation Authority

Board of Directors	Item #: AI-2021	-308	Agenda Date: 1/24/2022
SUBJECT: Approval of a resolution confirm Operations, Planning and Safet	ming the appointments to the Financ y Committee for 2022.	e, Audit and Admini	stration Committee and
FISCAL IMPACT:			
This action has no fiscal impa	act.		
STRATEGIC PLAN:			
Strategic Goal Alignment:			
☑ 1. Internal/External Custom☐ 3. Financial and EnvironmentGrowth Management	er Service Excellence 🗵 2. Stakeholntal Sustainability 🗆 4. Staff Dev		☐ 5. Agency
Strategic Objectives:			
\square 1.1 Safety & Risk		\square 1.3 Dynamic C	Change
\Box 1.4 Culture of Innovation	\square 2.1 Be an Employer of Choice	⊠2.2 Organization Development	
□ 2.3 Organization Culture	\square 3.1 Resource optimization	☐3.2 Safety Cul	ture
☐3.3 Environmental Leadershi	p \square 4.1 Educate & Call to Action	☐4.2 Build Partr	nerships
□4.3 Value of Transit	□4.4 Project Connect		
EXPLANATION OF STRATEGIC	C ALIGNMENT: Does not apply.		
BUSINESS CASE: Does not ap	ply.		
COMMITTEE RECOMMENDA	TION: This item will be presented	to the full board o	on January 24, 2022.
Bylaws, the Board desires to fo	cordance with the Capital Metropolit rmalize the appointment of a Chair a Operations, Planning and Safety Con	nd Members for the	Finance, Audit and
DBE/SBE PARTICIPATION: Do	es 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



Capital Metropolitan Transportation Authority

Board of Directors Item #: Al-2021-254 Agenda Date: 1/24/2022

Systemwide Accessibility and Urban Design



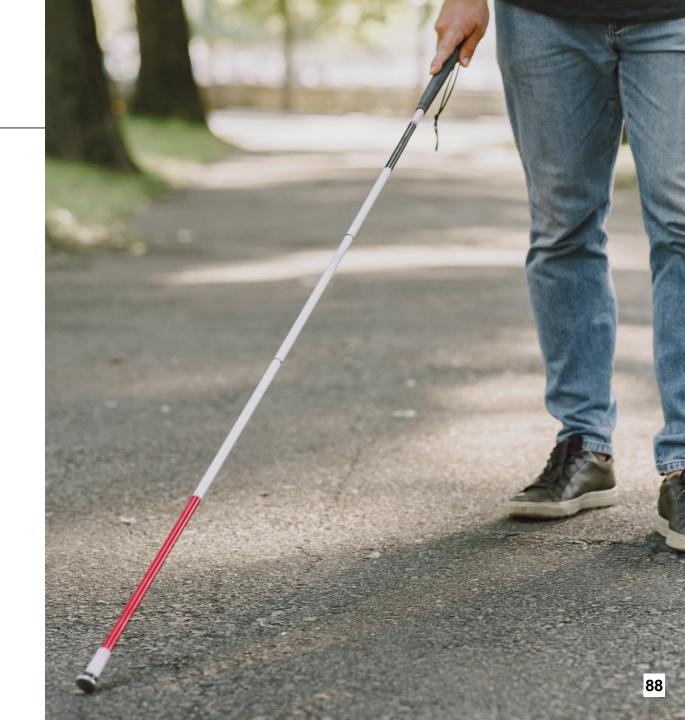
Project Connect & Capital Metro Systemwide Accessibility Program

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

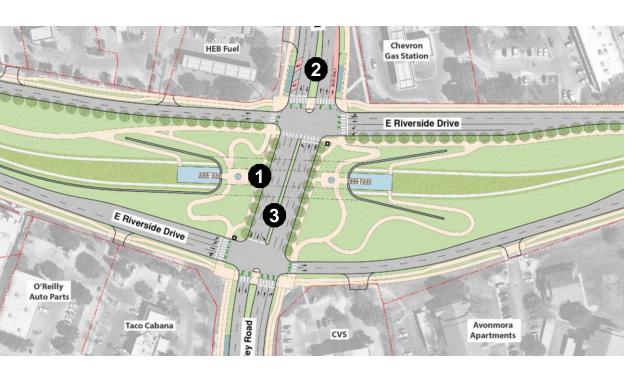
- Access Advisory Committee, ADAPT, Criss Cole Center for the Blind, Coalition of Texans with Disabilities
- Maintaining a feedback loop to share and incorporate ideas



What could a systemwide accessible transit system look like?

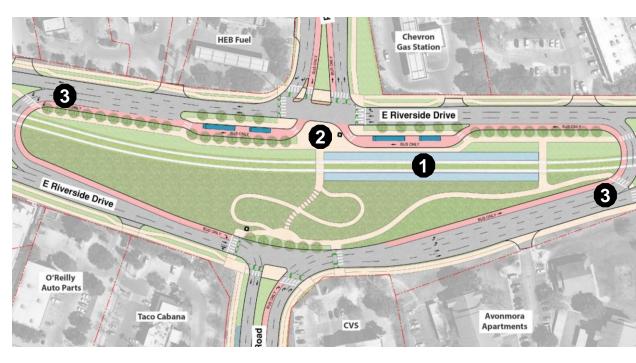
- Full accessible paths of travel across the built environment to transit facilities with accessible pedestrian features.
- Vehicles designed for the future and for all functional abilities operating with precision technology.
- Customer information systems and apps to facilitate universal access to complete the journey with information at every step.

Pleasant Valley / Riverside Transit Plaza Design Options





- 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



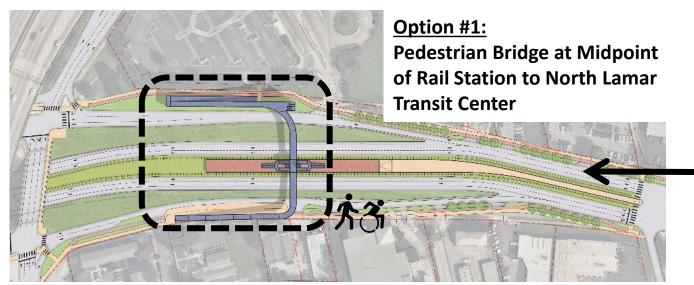






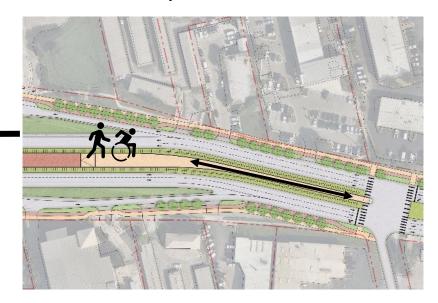


North Lamar Transit Center: LRT Station Connection Options





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.











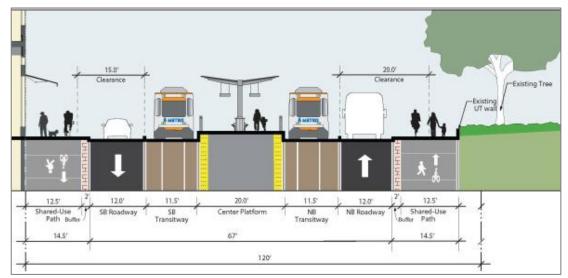


The Drag: Design Options

A

Light Rail + Traffic/Bus Lanes and/or Bus Lanes only (22nd - Triangle)

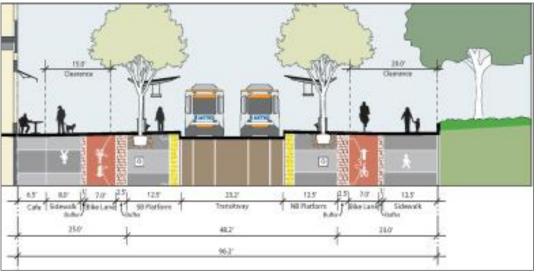
and Reduced Bike/Ped Facility



*Previously referred to as Option 3



Transitway could accommodate buses in addition to rail



*Previously referred to as Option 6











The Drag: Design Options

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











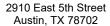


Project Connect & Capital Metro Systemwide Accessibility Program











Capital Metropolitan Transportation Authority

Agenda Date: 1/24/2022 Board of Directors Item #: AI-2021-278

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,
- ² AMETRO

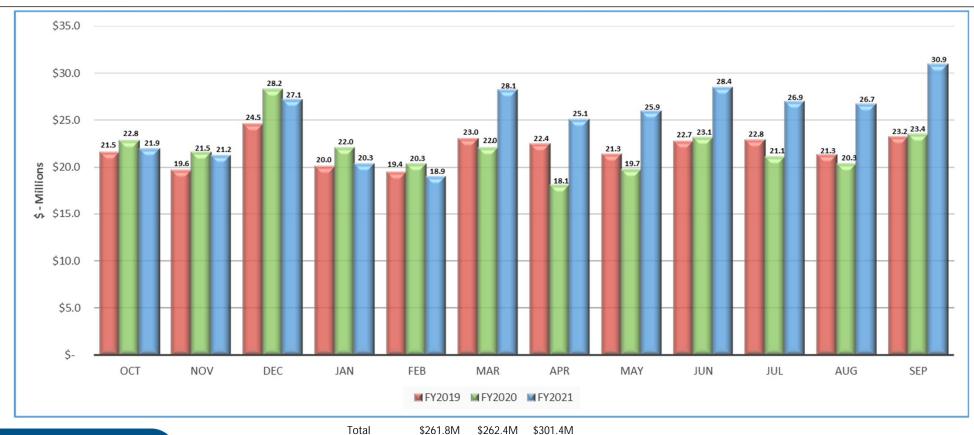
Solar Electric Bus Canopies, Freight Rail Bridge Replacements and Capital Contingency savings

Revenue - Preliminary

\$' Million Category	FY20 Sep YTD Actual	FY21 Sep YTD Actual	FY21 Full Year Budget	% of Budget	Comments
Sales Tax	\$262.4	\$301.4	\$251.7	119.8%	FY2021 receipts are 14.8% higher than FY2020
Passenger Fares	14.7	12.6	15.0	84.1%	Ridership 32.2% below budgeted projections for FY2021
Freight Railroad Revenue	6.5	5.8	5.6	103.4%	Additional right of way license agreement contracts
Other Revenue	10.1	5.6	5.6	100.2%	
Operating Contributions and Grants	117.1	48.5	43.2	112.3%	Additional 5307 funds carried over from prior fiscal year
Capital Contributions and Grants	21.4	8.4	10.8	77.3%	Delay in freight rail bridge replacement project
Total	\$432.2	\$382.3	\$331.8	115.2%	



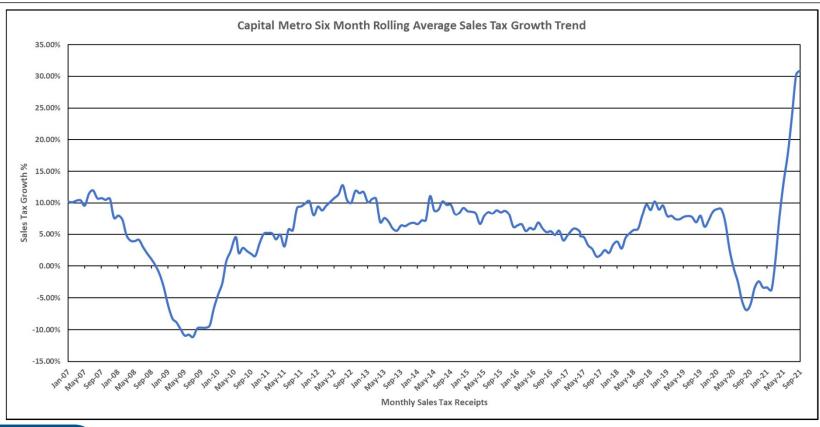
Actual Sales Tax Receipts





Total \$261.8M \$262.4M YOY % Growth 7.5% 0.3% 14.8%

Sales Tax Rolling Average Trend





Operating Expense - Preliminary

\$' Million Category	FY20 Sep YTD Actual	FY21 Sep YTD Actual	FY21 Full Year Budget	% of Budget	Comments
Salaries and Benefits	\$46.4	\$47.0	\$49.6	94.9%	Savings in administration pension expense
Professional Services	23.5	27.8	29.9	92.9%	Savings in consultation and software maintenance expense
Materials and Supplies	1.6	1.4	2.1	65.6%	Savings in Operations Oversight and Marketing supplies expense
Fuel and Fluids	12.6	10.9	12.2	89.1%	Volume variance savings
Utilities	3.1	3.4	3.4	100.7%	
Insurance	0.4	0.7	0.9	75.8%	
Purchased Transportation	165.2	152.6	168.7	90.5%	Reduced Bus (6.2%) and Rail (20.7%) hours compared to budget
Lease/Rentals	3.0	3.3	3.3	102.6%	
Other Expenses	2.6	2.3	8.3	28.0%	Savings in contingency, bank charges, seminar and travel expense
Total	\$258.3	\$249.4	\$278.2	89.7%	



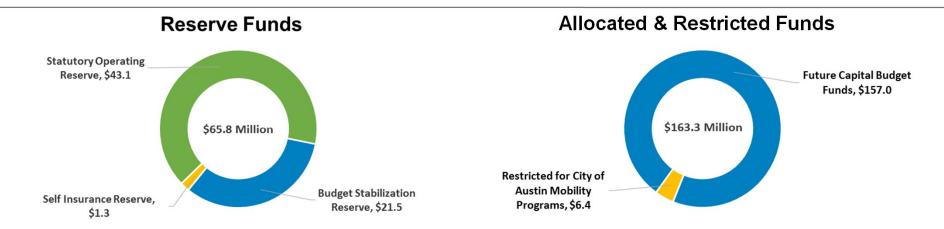
Budget Transfers

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:	FIN2101	Capital Project Contingency	(250,000)	Transferred funds from capital contingency for return track design.
To:	CPG2203	Return Track at Rail Maintenance Facility	250,000	
July-21		•		
Transfer #2				
From:	FIN2101	Capital Project Contingency	(170,000)	Transferred funds from capital contingency to support new Facilities projects.
To:	CPG2112	4th & Sabine New Crossing Gates	150,000	
	CPG2113	Auxiliary Power Cords at DT Station	20,000	
July-21				
Transfer #3				
From:	RRC1801	Leander Quiet Zones	(159,000)	Transferred funds from completed projects for additional Positive Train Control
	RRC2003	PTC Capital Spares	(55,000)	projects.
	RRC2010	G4 DMU Camera Upgrade to Digital	(14,000)	
To:	RRC1102	Positive Train Control	228,000	
July-21				
Transfer #4				
From:	PLN2105	MetroRapid Lines	(4,472,534)	Transferred funds to specific MetroRapid Expo and Pleasant Valley projects.
To:	PLN2108	MetroRapid Pleasant Valley	2,025,563	
	PLN2107	MetroRapid Expo Center	2,446,971	



Reserve, Allocated & Restricted Funds



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

\$' Million	FY20 Sep YTD Actual	FY21 Sep YTD Actual	FY21 Full Year Budget	% of Budget
Operating Revenue	1 ID Actual	T TD Actual	Buuget	% or budget
Passenger Fares	\$14.7	\$12.6	\$15.0	84.1%
Freight Railroad Revenue	φ14.7 6.5	5.8	ψ15.0 5.6	103.4%
Other Revenue	5.8	5.5	4.6	119.0%
Total	27.0	23.9	25.2	94.8%
Operating Expenses				
Salaries and Benefits	46.4	47.0	49.6	94.9%
Professional Services	23.5	27.8	29.9	92.9%
Fuel and Fluids	12.6	10.9	12.2	89.1%
Utilities	3.1	3.4	3.4	100.7%
Purchased Transportation	165.2	152.6	168.7	90.5%
Other Expenses	4.5	4.3	11.2	38.6%
Lease/Rental	3.0	3.3	3.3	102.6%
Depreciation & Amortization	45.2	50.6	51.0	99.1%
Total	303.5	299.9	329.2	91.1%
Operating Income/Loss	(276.5)	(276.1)	(304.0)	90.8%
Non-Operating Revenue/(Expenses)				
Sales Tax	262.4	301.4	251.7	119.8%
Investment Income	4.4	.4	1.0	37.4%
Operating Contributions and Grants	117.1	48.5	43.2	112.3%
Capital Contributions and Grants	21.4	8.4	10.8	77.3%
Mobility Interlocal Agreements	(8.2)	(86.7)	(6.0)	1456.1%
Other	(6.8)	(.2)	(0.)	0.0%
Non-Operating Income/(Loss)	390.4	271.7	300.7	90.4%
Change in Net Position	\$113.8	\$(4.4)	\$(3.3)	132.2%
	•	, /	• • • /	

Budget Variances by Department - Preliminary

\$'000			FY21 YTD	YTD % of Revised	YTD Budget	
Department	FY20 YTD Actual	FY21 YTD Actual		Budget	vs. Actual	Comments
100 - Non-Allocated Benefits	\$14,066	\$12,750	\$15,030	84.8%	\$2,281	Admin and bargain pension expenses based on actuary reports
102 - Wellness Center	250	264	279	94.7%	15	
103 - Child Care Center	970	1,001	1,038	96.4%	37	
105 - Business Center	361	363	361	100.6%	(2)	
110 - Executive Staff	608	770	734	105.0%	(36)	
118 - Government Affairs	951	647	641	100.9%	(6)	
119 - Diversity, Equity, and Inclusion	243	584	649	89.9%	65	Savings in consultation fees for Title VI policy update
120 - Board Of Directors	145	151	197	76.6%	46	Savings for board member conferences and travel due to the pandemic
125 - Internal Audit	453	482	521	92.5%	39	
130 - Performance Management and Imagination	767	659	774	85.2%	115	Savings in consulting fees
141 - Public Safety and Emergency Management	4,235	4,258	5,873	72.5%	1,616	Labor savings for APD staffing shortages and savings in security services
150 - Legal	942	999	1,059	94.4%	60	
220 - Finance	3,812	4,244	5,399	78.6%	1,155	Unspent contingency, savings in consultation fees and in bank charges from reduced ridership
230 - Information Technology	10,667	12,491	13,399	93.2%	908	Savings and project delays in services expense
250 - Procurement	1,656	1,683	1,827	92.1%	145	Savings in temporary help and seminar expense
275 - Rideshare	2,877	1,364	3,776	36.1%	2,412	Purchased transportation savings due to fewer vanpools operating than budgeted
320 - Planning	2,463	2,718	3,583	75.8%	866	Savings vacancies, O&D survey and consulting fees for Quick Response, Development Review Support, Rail Operations Modeling.
330 - Marketing and Communications	3,347	3,706	4,133	89.7%	427	Savings in temporary help, Fall and Spring, Service Changes and Fare Collection Campaign
331 - Community Engagement	1,091	1,005	1,432	70.2%	426	Savings vacancies, temp help, MetroArt, Try Transit and special events
332 - Customer Service	1,012	1,008	1,098	91.7%	91	
340 - People and Culture	2,091	2,666	3,770	70.7%	1,104	Savings from delay in consultation fees
420 - Safety and Accessible Services	2,140	2,008	2,815	71.3%	807	Lower than anticipated insurance premiums; savings in labor, consulting fees and workers' compensation claims
457 - Public Facilities	4,647	5,510	5,661	97.3%	151	Savings in utilities and professional services and delay in maintenance services
530 - Capital Projects	1,965	1,663	1,996	83.3%	333	Savings vacancies and services expense
540 - Property and Asset Management	3,083	3,342	3,855	86.7%	513	Savings and delay of services expense
542 - Freight Rail Management	1,678	1,532	2,012	76.1%	480	Delay of Timber Bridge Analysis and savings from ROW Transit Services
544 - Commuter Rail Operations	17,364	18,304	21,673	84.5%	3,368	Purchased transportation and fuel savings from 20.7% fewer hours and savings from deferred bridge analysis
550 - Real Estate and Facility Planning	2,706	2,723	3,087	88.2%	364	Savings from delayed market analysis and leases
600 - Operations and Maintenance Oversight	137,310	123,615	132,717	93.1%	9,102	Purchased transportation and fuel savings from 6.2% fewer hours
615 - Innovative Mobility	3,102	4,411	5,042	87.5%	631	Savings from MetroBike fewer Pickup service hours
620 - Demand Response Oversight	28,345	28,716	29,756	96.5%	1,040	Savings from 11.4% fewer service hours
640 - Paratransit Reservation & Control	2,086	2,027	2,119	95.6%	93	
650 - Paratransit Eligibility	879	947	1,028	92.2%	80	
920 - Project Connect	6,700	771	836	27.0%	66	Project Connect moved to ATP budget in January 2021
Total	265,012	249,383	278,173	89.7%	28,790	

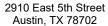


Capital Projects Summary - Preliminary

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









Capital Metropolitan Transportation Authority

Item #: Al-2022-326 **Agenda Date: 1/24/2022 Board of Directors**

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:

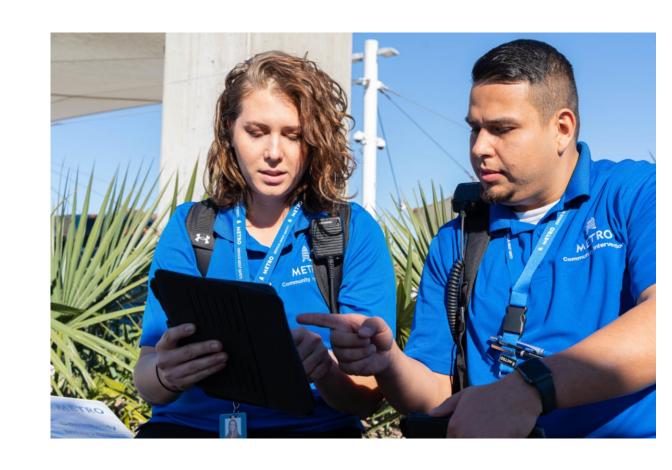
Community Intervention Specialists (CIS) engaged with an individual exhibiting signs of serious mental distress at a park and ride location and conducted a general assessment. After spending hours building rapport with the individual, CIS staff accompanied them on the bus to services across town. CIS 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

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

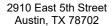


Next Update

- February Board Update:
 - Public Safety Ambassadors
 - Detailed update on program milestones and tasks









Capital Metropolitan Transportation Authority

Agenda Date: 1/24/2022 Board of Directors Item #: Al-2022-325

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 initiates 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 Prudency (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.



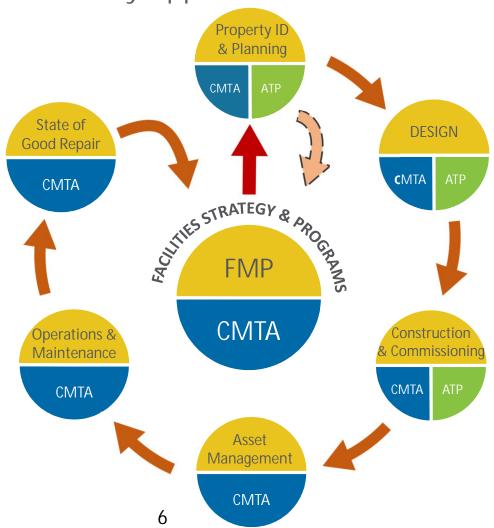








Partnership & Joint Delivery Approach



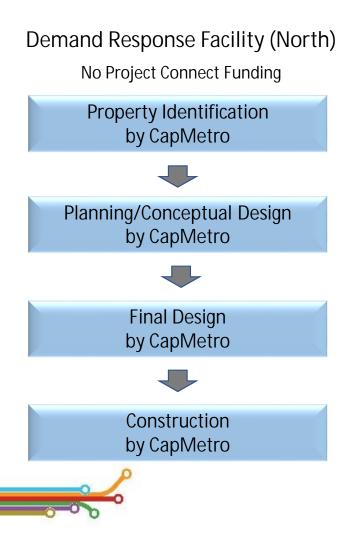


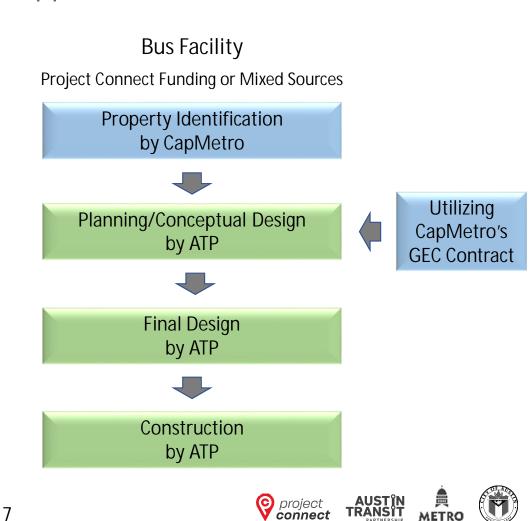






Project Examples of Partnership & Joint Approach





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













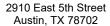
Thank you. Questions?













Capital Metropolitan Transportation Authority

Agenda Date: 1/24/2022 Board of Directors Item #: Al-2022-339

President & CEO Monthly Update



Project Connect Program Decision Making Process











2022 Program Decision Making Process

Program Decision Inputs

TIMELINE

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



Fall 2022

DT Design and Comment Dhasi

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



Program Decision Making Interdependencies

PROGRAM INPUTS KEY IMPACTS

ACTION / DECISION MAKING

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

Potential Significant Light Rail Design Options

A) South Congress Tunnel Length

F) Crestview Station Area

B) Guadalupe Tunnel Length – North or South of MLK

G) Drag Design

C) Trinity Spur Tunnel Length – North of 4th & Trinity

H) Blue Line Bridge

D) Subway Concourses & 4th Street

I) Rail Maintenance Facility

E) Pleasant Valley Multimodal Station

J) Vehicle & Systems

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.)









