



Agenda - Final
**Capital Metropolitan
Transportation Authority**
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, July 25, 2022

12:30 PM

Rosa Parks Boardroom

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Public Comment:

III. Advisory Committee Update:

1. Public Service Advisory Committee (PSAC)

IV. Board Committee Updates:

1. Finance, Audit and Administration Committee
2. Austin Transit Partnership Update

V. Consent Items:

1. Approval of minutes from the June 27, 2022 board meeting.
2. Approval of a resolution appointing Tullos Horn to the Access Advisory Committee.
3. Approval of a resolution authorizing the Interim President & CEO, or their designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one (1) year from September 1, 2022, to August 31, 2023.
4. Approval of a resolution appointing Ayeola Williams as an Investment Officer on the Capital Metro Investment Committee.

VI. Action Items:

1. Approval of an amendment increasing the Fiscal Year 2022 Capital Budget in the amount of \$8,000,000.

Memo: Proposed FY2022 CapMetro Budget Amendment (July 6, 2022)

2. Approval of a resolution adopting revisions to the CapMetro Fare Policy.

3. Approval of a resolution adopting changes to the CapMetro Fare Structure.
4. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with ABC Bus, Inc., to purchase up to 144 paratransit vans over a five-year period in a total amount not to exceed \$21,019,104.
5. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Circuitlink LLC to replace the bus onboard event data recorders for the CapMetro fixed route fleet in an amount not to exceed \$516,297.
6. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute contracts with Huitt-Zollars, Inc., Bowman Engineers, HNTB Corporation, Bridgefarmer Associates, Kimley Horn Inc., WSP Inc., and AECOM for General Engineering Consulting Services for a three-year base period and five (5) option years on a task order basis in an aggregate amount not to exceed \$150,000,000.
7. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with SELS USA LLC for the fabrication and delivery of bus stop solar lighting for a one (1) year base period and four (4) option years for \$1,144,263, plus \$286,066, representing a 25% contingency, for a total not to exceed amount of \$1,430,329.
8. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Tolar Manufacturing, Inc. for the fabrication and delivery of bus stop shelters for a one (1) year base period and four (4) option years for a total of \$8,365,350, plus \$2,091,337, representing 25% contingency, for a total not to exceed amount of \$10,456,687.
9. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an interlocal agreement with Austin Transit Partnership (ATP) for the reimbursement of certain capital costs for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines, as part of the Project Connect program.
10. Approval of a resolution designating Board Member _____ as the Capital Metro appointee to the Capital Area Metropolitan Planning Organization Transportation Policy Board.
11. Approval of a resolution appointing Board Member _____ to serve as Capital Metro’s representative on the Austin Transit Partnership Board of Directors, effective _____.

VII. Discussion Items:

1. FY2023 Budget Proposal
2. Public Transportation Agency Safety Plan (PTASP) Update

VIII. Report:

1. President & CEO Monthly Update

IX. Memos:

Memos for information only -- will not be discussed at meeting.

1. Memo: Update on CapMetro Pickup Service Performance and Service Change Integration (July 15, 2022)
2. Memo: June Board and June and July Board Committee Follow Up (July 18, 2022)
4. Memo: CapMetro Monthly Operations Update (June 2022) - July 18, 2022

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: Jeffrey Travillion, Chair; Ann Kitchen, Vice Chair; Leslie Pool, Secretary; Becki Ross; Eric Stratton, Wade Cooper and Matt Harriss.

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

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-329

Agenda Date: 1/24/2022

Public Service Advisory Committee (PSAC)

Capital Metropolitan Transportation Authority
Public Safety Advisory Committee (PSAC)
Wednesday, June 29th, 2022
11:00 AM

Meeting called to order at 11:02 AM

CapMetro Employees: Peter Breton, Darryl Jamail, Edna Parra, Brian Robinson, Carlos Silva, Gardner Tabon, Dottie Watkins, Holly Winge.

Committee Members: Stephen Foster, Kathryn Kalinowski, Adam Powell, Christian Shelmire, Meme Styles, Lauren Taylor.

Call to Order

Chair Adam Powell

CapMetro Update & Moving Forward

Dottie Watkins, Interim CEO

Dottie Watkins expresses her thanks to the members of the committee for the work that they are doing and reaffirms her support for a compassionate and effective public safety program.

Meeting Schedule and Cadence

Adam Powell; PSAC Chair

The committee discusses meeting cadence and settles on meeting on the last Friday of every other month from 11:30 AM to 1:00 PM.

Public Safety Ambassadors

Brian Robinson, Public Safety

There are currently 17 Public Safety Ambassadors, of which 9 are new. Ambassadors are currently undergoing training and will be helping with the 4th of July route changes to help direct traffic. Some notable instances that have been handled include an abandoned backpack containing a gun noticed by an Ambassador, and a rider who had a heart attack on the bus (and is thankfully okay). There is also a new CapMetro Public Safety Ambassadors video.

Adam Powell asks how the overall recruitment process is going. **Brian Robinson** responds that the positions available are attractive, and that there have been over 90 applicants for the Public Safety Ambassador position thus far.

Meme Styles asks how exactly the Public Safety Ambassadors are being trained in recognizing, preventing, and stopping human trafficking. **Brian Robinson** explains that CapMetro collaborates with the Department of Homeland Security, and they are currently running the training.

Adam Powell asks how Public Safety Officers track contacts or incidents, and **Brian Robinson** describes the smartphone application that is used to do so.

Public Safety Program Update and Budget

Gardner Tabon, EVP & Chief Safety Officer

CapMetro has hired a new Chief Administrator – Mr. Eric Robins – who has over 30 years of law enforcement experience, is TCOLE certified and is the former Sugar Land, TX chief of police. The FY '23 budget includes the funding

necessary to support procurement and certification activities in anticipation of a late 2023/early 2024 TCOLE certification.

Stephen Foster asks if CapMetro expects to hire detectives and/or hire some staff that may specialize on specific issues such as human trafficking. **Gardner Tabon** explains that there are currently a few part-time detectives that work on behalf of CapMetro and that it is expected that there will be detectives working for the department in the future. There is no plan to hire specialized staff yet, but it is expected that the CapMetro Transit Police will have agreements with local police departments to help with coverage and specializations.

Stephen Foster asks to what level the local agreements would require transit police officers to step in on incidents. **Gardner Tabon** and **Darryl Jamail** explained that most likely, only major incidents or immediate crimes would elicit a response from transit police, and that the policies surrounding an officer's response to an incident will be tight.

Kathryn Kalinowski asks if any qualities or actions made Mr. Eric Robins stand out as a candidate. **Gardner Tabon** and **Darryl Jamail** shared that during Mr. Robins' time as Chief of Police in Sugar Land, he handled incidents of inappropriate behavior by officers well, and that his department was always responsive to community input.

Community Intervention Specialists Update and Ongoing Projects

Holly Winge, Community Intervention Specialist

Darryl Jamail, Sr. Director of Public Safety & Emergency Management

Community Intervention Specialists have now become coordinated assessors through ECHO and have gotten involved with Community First Village to help direct unhoused people towards obtaining housing. Like Public Safety Ambassadors, Community Intervention Specialists track their engagements. Community Intervention Specialists have had over 450 engagements, with 145 referrals and 42 coordinated assessments. They have collaborated with multiple agencies and nonprofits across the metropolitan area and are also working to train the Public Safety Ambassadors – and eventually all CapMetro employees – in mental health first aid.

Adam Powell asks how the work of Community Intervention Specialists overlaps with other agencies or nonprofits, and **Holly Winge** explains that there is some duplicated work, but that it varies and not all contacts made by Community Intervention Specialists overlap with other agencies.

Public Safety Program – Meeting Committee Members & Community

Committee Discussion

The committee and staff discuss what work can be done to connect the committee to the greater community, as well as the nonprofits within the space.

Approval of the minutes – Motion to approve by Stephen Foster. Passed with unanimous consent.

Meeting adjourned at 12:08 PM.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-498

Agenda Date: 7/25/2022

Approval of minutes from the June 27, 2022 board meeting.



Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, June 27, 2022

12:00 PM

Rosa Parks Boardroom

I. Call to Order

12:25 p.m. Meeting Called to Order

Present:	Travillion, Cooper, Stratton, Ross, Renteria, Harriss, and Kitchen
Absent:	Pool

II. Oath of Office

Chair Travillion administered the Oath of Office to new board member Matt Harriss.

III. Public Comment:

Public Comment was provided by Darryl Sorrells, Dr. Darryl Horton, Sherri Taylor, Stephanie Webb, and Zenobia Joseph.

IV. Advisory Committee Updates:

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

V. Board Committee Updates:

1. Operations, Planning and Safety Committee

VI. Consent Items:

A motion was made by Board Member Cooper, seconded by Board Member Stratton, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Travillion, Cooper, Stratton, Ross, Renteria, and Harriss

1. Approval of minutes from the May 23, 2022 public hearing and May 23, 2022 board meeting.

2. Approval of a resolution authorizing the President & CEO, or their designee, to finalize and execute a contract with Swiftly, Inc. for Mobile On Time Performance Expansion software system for a base period of sixteen (16) months with one (1) one-year option period in a total amount not to exceed \$493,728.
3. Approval of a resolution authorizing the President & CEO, or their designee, to finalize and execute a contract with Verizon DIR (State of Texas Department of Information Resources) for Mobile On Time Performance Expansion cellular communications and device management for a base period of twenty-four (24) months in a total amount not to exceed \$438,952.
4. Approval of a resolution authorizing the President & CEO, or their designee, to finalize and execute a contract with Connected Solutions Group, LLC for Mobile On Time Performance Expansion Tablet Hardware for a base period of three (3) months in a total amount not to exceed \$279,440.
5. Approval of a resolution authorizing the President & CEO, or their designee, to finalize and execute a contract with TD Industries for the replacement of the parking lot light fixtures at the Lakeline Park & Ride in an amount not to exceed \$219,714.

VII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or their designee, to implement the August 2022 Service Changes.

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

Aye: Travillion, Stratton, Ross, Renteria, Harriss, and Kitchen

Away: Cooper

2. Approval of the Proposed Amendment to the CapMetro Bylaws

Vice Chair Kitchen offered a friendly amendment suggesting some clarifying language on how the Capital Metro board chooses its representatives to the boards of other organizations. Chief Counsel Vickie Leady said those updates would be made in the final version. The final vote on the item was delayed until after Executive Session so that the board could see the new language.

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

Aye: Travillion, Cooper, Stratton, Ross, Renteria, Harriss, and Kitchen

3. Approval of a resolution authorizing the President & CEO, or their designee, to finalize and execute a contract with Krauthamer and Associates for Executive Recruiting Services in an amount not to exceed \$600,000 for two base years and two one-year options.

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

Aye: Travillion, Cooper, Stratton, Ross, Renteria, Harriss, and Kitchen

4. Approval of a resolution confirming new board member Matt Harriss' appointment to the Finance, Audit and Administration Committee for the remainder of 2022 and naming him as Chair of the Committee.

(Items #4 though #7 were taken up after Executive Session.)

Vice Chair Kitchen offered an amendment moving Harris' appointment forward but naming Board Member Cooper as Chair of the committee. Stratton seconded and the amendment passed 7-0.

A motion was made by Vice Chair Kitchen, seconded by Board Member Stratton, that this Resolution be adopted as amended. The motion carried by the following vote:

Aye: Travillion, Cooper, Stratton, Ross, Renteria, Harriss, and Kitchen

5. Approval of a resolution authorizing the President & CEO, or their designee, to finalize and execute a contract with the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), for the sale of approximately 0.0138 acres of Capital Metro property located at Interstate 35 and the Tech Ridge Park and Ride in Travis County, Texas, for a TxDOT highway construction project, for a not to exceed amount of \$11,382.

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

Aye: Travillion, Stratton, Ross, Renteria, Harriss, and Kitchen

Away: Cooper

6. Approval of a resolution authorizing the President & CEO, or their designee, to vacate the easement commonly referred to as the McKalla or J.J. Pickle rail spur, between Capital Metro railroad right of way and Burnet Road in Austin, Texas, and to take all additional actions necessary or advisable to vacate the easement, including without limitation, negotiating and executing any other documents necessary or advisable, allowing for the reversion to the Grantor pursuant to certain Quitclaim Deeds.

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

Aye: Travillion, Stratton, Ross, Renteria, Harriss, and Kitchen

Away: Cooper

- 7. Approval of a resolution authorizing all acts and proceedings done or initiated by the Capital Metropolitan Transportation Authority, its employees, agents and attorneys for the acquisition of the fee simple title interest in a 0.8285-acre parcel of land located at 10612 Delta Drive, Austin, Texas, through purchase or by the process of eminent domain for the public purpose of the development and construction of the McKalla Station for Capital Metro’s MetroRail Red Line regional rail service.

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

Aye: Travillion, Cooper, Stratton, Ross, Renteria, Harriss, and Kitchen

VIII. Discussion Items:

- 1. Public Safety Program Update
- 2. Public Transportation Agency Safety Plan (PTASP) Update

IX. Reports:

- 1. President & CEO Monthly Update

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

Into Executive Session 2:21 p.m.

Out of Executive Session 3:45 p.m.

Section 551.072 for Deliberation regarding Real Estate matters: Deliberation regarding Real Property matters related to: the property acquisition needed to support the McKalla MetroRail Station Project; and the value of the McKalla Rail Spur Easement.

Section 551.074 for Personnel Matters for discussion of President & CEO search process.

XII. Items for Future Discussion:

XIII. Adjournment

4:32 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: Jeffrey Travillion, Chair; Ann Kitchen, Vice Chair; Leslie Pool, Secretary; Becki Ross, Eric Stratton, Wade Cooper, Pio Renteria and Matt Harriss.

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.

Board of Directors

Item #: AI-2022-504

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution appointing Tullos Horn to the Access Advisory Committee.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

- | | | |
|-------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> 1.1 Safety & Risk | <input type="checkbox"/> 1.2 Continuous improvement | <input type="checkbox"/> 1.3 Dynamic Change |
| <input type="checkbox"/> 1.4 Culture of Innovation | <input type="checkbox"/> 2.1 Be an Employer of Choice | <input checked="" type="checkbox"/> 2.2 Organization Development |
| <input type="checkbox"/> 2.3 Organization Culture | <input type="checkbox"/> 3.1 Resource optimization | <input type="checkbox"/> 3.2 Safety Culture |
| <input type="checkbox"/> 3.3 Environmental Leadership | <input type="checkbox"/> 4.1 Educate & Call to Action | <input checked="" type="checkbox"/> 4.2 Build Partnerships |
| <input type="checkbox"/> 4.3 Value of Transit | <input type="checkbox"/> 4.4 Project Connect | |

EXPLANATION OF STRATEGIC ALIGNMENT: The Access Advisory Committee provides valuable insight and recommendations to the Board of Directors to assist in making riding Capital Metro services safe, reliable, and accessible.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Pursuant to Section 451.107, Texas Transportation Code, and the Capital Metro Board of Directors Bylaws, the Board of Directors established the Access Advisory Committee as part of a comprehensive community involvement strategy to provide input to the Board of Directors on decisions that affect the Authority.

Based on a recommendation from the Capital Metro President/CEO each member of the Board of Directors appoints

one member of the committee, with the exception of the Chair who appoints two members. At this time, Chair Travillion recommends Tullos Horn as his appointee to fill a vacant position on the Access Advisory Committee.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Engagement

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-504

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro are committed to successful and meaningful public involvement; and

WHEREAS, the Capital Metropolitan Transportation Authority board of directors and Capital Metro seek informed consent from the public by providing equitable access to decision making and offering opportunities to provide input from a representative set of the population that reflects the interests of the community when transportation decisions are made; and

WHEREAS, there exists a need to fill a vacant position on the Access Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Diana Tullos Horn is named to the Access Advisory Committee to serve a term concurrent with the term of Chair Jeffrey Travillion.

**Secretary of the Board
Leslie Pool**

Date: _____

Board of Directors

Item #: AI-2022-461

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one (1) year from September 1, 2022, to August 31, 2023.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The ILA extension will maintain a strong partnership with Austin Community College that supports Capital Metro's mission and vision. The ILA has the potential to increase ridership on Capital Metro services and sustain revenue.

BUSINESS CASE: The ILA has helped establish a strong partnership with Austin Community College that supports Capital Metro's strategic objectives. The proposed extension will maintain this relationship. The ILA has been well utilized by Austin Community College students and employees, and the proposed extension will maintain the usage of our services by Austin Community College students and employees.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on July 13, 2022.

EXECUTIVE SUMMARY: As part of Capital Metro's desire to build strong community partnerships that further Capital Metro's mission and vision and as part of Capital Metro's and Austin Community College's continued joint effort to promote sustainability through transportation alternatives, this agreement is an extension of an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2022, to August 31, 2023. ACC will pay Capital Metro for bus and rail services on a per "ride" basis, at sixty-five percent of the then-current, per-ride rates for each class of service provided. ACC will pay Capital Metro a fee of \$46.50 per monthly pass for paratransit services.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-461

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to build strong community partnerships that further Capital Metro’s mission and vision; and WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to build ridership and increase market share of alternate transit use;

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2022, to August 31, 2023.

Date: _____

**Secretary of the Board
Leslie Pool**

**AMENDMENT NO. 5
TO THE
INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
AUSTIN COMMUNITY COLLEGE DISTRICT**

This Amendment Five to the interlocal cooperation agreement (“**Amendment Five**”) is made by and between Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code (“**Capital Metro**”) and Austin Community College District (“**ACC**”), a public junior college and political subdivision of the State of Texas, to be effective as of the last signature date below (“**Amendment Effective Date**”). Capital Metro and ACC are referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

1. Capital Metro and ACC entered into that one certain interlocal agreement, dated effective September 1, 2018 (as amended, the “**Agreement**”) for the provision of Capital Metro’s mass transit services and passes to ACC employees and students.
2. The Parties entered into that one certain Amendment No. 1 to the Agreement dated September 3, 2019, wherein the Parties agreed to extend the term of the Agreement until August 31, 2020.
3. The Parties entered into that one certain Amendment No. 2 to the Agreement dated September 30, 2020, wherein the Parties agreed (i) to extend the term of the Agreement until August 31, 2021 and (ii) that, due to the COVID-19 pandemic, ACC would pay Capital Metro for bus and rail services on a per “ride” basis rather than a flat fee arrangement for the period beginning June 1, 2020 and ending December 31, 2020.
4. The Parties entered into that one certain Amendment No. 3 to the Agreement dated December 22, 2020, wherein the Parties agreed to extend the per “ride” fee arrangement through August 31, 2021.
5. The Parties entered into that one certain Amendment No. 4 to the Agreement dated September 2, 2021, wherein the Parties agreed to extend the term of the Agreement through August 31, 2022, and extend the per “ride” fee arrangement through August 31, 2022
6. The Parties now desire to (i) amend the Agreement to extend the term of Agreement for the remaining one (1) 12-month extension period beginning September 1, 2022 and ending August 31, 2023 (the “FY23 Extension Period”); (ii) extend the per “ride” fee arrangement for the FY23 Extension Period; and (iii) add a mechanism for Eligible ACC Employees or Students to use Capital Metro MetroAccess services.

NOW, THEREFORE, in consideration for the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

AGREEMENT

A. EXTENSION. The Term of this Agreement is extended for the FY23 Extension Period beginning September 1, 2022, through August 31, 2023. This is the final extension period available under the Agreement.

B. COMPENSATION.

1. **Per Ride Fee for Bus and Rail Service.** Notwithstanding any term or condition in the Agreement to the contrary, as of September 1, 2022, ACC will continue to pay Capital Metro on a per “ride” basis the agreed ride fee of \$1.25 for Local Route Bus services, \$3.50 for MetroRail services, both physical and digital, for eligible ACC Employees and Students. Payment and invoicing for the FY23 Extension Period will be as follows:
 - i. For every physical ACC Green Pass used by an Eligible ACC Employee or Student, ACC will pay Capital Metro for bus and rail services on a per "ride" basis, at sixty-five percent of the then-current, per-ride rates for each class of service provided under the Agreement.
 - ii. For every digital ACC Green Pass used by an Eligible ACC Employee or Student, ACC will pay Capital Metro for bus and rail services on a per "ride" basis, at sixty-five percent of the then-current, per-ride rate for each class of service provided under the Agreement.
 - iii. For purposes of invoicing and payment in accordance with the foregoing, a "ride" means a digital pass "use", which is an activation trigger moving a ticket from status "usable" to status "using".

2. **MetroAccess Service.**
 - i. Notwithstanding any term or condition in the Agreement to the contrary, as of September 1, 2022, ACC will pay Capital Metro a fee of \$46.50 per monthly pass for paratransit services to any Eligible ACC Employees or Students who have been certified for MetroAccess Service via Capital Metro’s certification process (a “**MetroAccess-Certified ACC Employee or Student**”). MetroAccess Certified ACC Employees or Students must follow Capital Metro’s certification and reservation processes in order to make use of Capital Metro’s paratransit services.
 - ii. ACC will contact the Capital Metro Transit Store to purchase MetroAccess passes for Metro-Access Certified ACC Employees and Students before the beginning of a new service month, i.e., a calendar month during which a MetroAccess-Certified ACC Employee or Student desires to receive paratransit services from Capital Metro. ACC will be responsible for distribution of these monthly passes to MetroAccess-Certified ACC Employees and Students. Alternatively, ACC may purchase digital ACC MetroAccess Passes through Capital Metro’s secure website. ACC will be responsible for distributing the digital passes to Eligible Metro-Access Certified ACC Employees and Students through ACC-affiliated electronic emails addresses. ACC will make passes available at no point-of-sale cost.

- iii. Each MetroAccess-Certified ACC Employee or Student must display a valid MetroAccess monthly pass to the MetroAccess operator prior to boarding a MetroAccess vehicle.
- 3. Capital Metro will provide ACC with monthly reports of ridership.
- 4. In addition to the payment for bus, rail, and MetroAccess services, ACC will continue to reimburse Capital Metro for Capital Metro’s out-of-pocket costs for production of physical or digital passes.
- 5. Notwithstanding the foregoing, the total amount paid by ACC to Capital Metro for bus, rail, and MetroAccess services provided during the FY23 Extension Period will not exceed \$TBD.

C. ENTIRE AGREEMENT. The terms of this Amendment No. 5 are in addition to, and construed together with, the terms of the Agreement, as amended. In the event of conflict in any language in the Agreement and this Amendment No. 5, the language in this Amendment No. 5 will control.

D. CAPITALIZED TERMS. Capitalized items used in this Amendment No. 5 and not otherwise defined have the meanings assigned to them in the Agreement.

E. RATIFICATION. The Agreement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

F. CONFLICT. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

**AUSTIN COMMUNITY COLLEGE
DISTRICT**

By: _____
Catherine Walker
Executive Vice President,
Chief Financial and Risk Officer

By: _____
Richard M. Rhodes, Ph.D.
Chancellor

Date: _____

Date: _____

**INTERLOCAL AGREEMENT
BY AND BETWEEN
AUSTIN COMMUNITY COLLEGE
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Interlocal Agreement (“Agreement”) is entered into by and between Austin Community College (“ACC”) a community college organized under the laws of the State of Texas, and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. Capital Metro and ACC are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS

Whereas, the Parties recognize the importance of regional mobility and the desire to encourage ACC’s students and employees to access public transportation.

Whereas, each of the Parties represent that in the performance of its respective obligations set forth in this Agreement, it is carrying out a duly authorized governmental function that is authorized to perform individually under the applicable statutes of the State of Texas or its charter.

Whereas, the Parties represent that the compensation paid under this Agreement is fair and reasonable considering the services and functions to be performed in this Agreement.

Whereas, the Parties now desire to enter into a mutually beneficially Agreement that meets the transportation and mobility needs of both Parties, as authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

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

I. Certain Definitions

1. “ACC Green Pass” means the custom transit passes, both physical and digital, for Services provided by Capital Metro to ACC for Eligible ACC Employees and Students.
2. “Commuter Service” means Capital Metro’s Rail services and all “Express” services, being Capital Metro’s routes 900 through 990.
3. “Eligible ACC Employees and Students” means ACC’s employees and students who are eligible for an ACC Green Pass as determined by ACC.

01106876;1

4. "Local Service" means all of Capital Metro's MetroBus, MetroFlyer, UT Shuttle, MetroRapid and High-Frequency Routes.
5. "Metro Access Service" means Capital Metro's services to certified mobility impaired persons.
6. Other capitalized terms will have the definitions given to them in Agreement.

II. Scope

1. **Services.** The purpose of this Agreement is to provide ACC employees and students access to the use of Capital Metro's Local and Commuter Services, and MetroAccess Service (collectively, the "Services"). Rideshare services are not included in or subject to this Agreement.

1.1 **Local and Commuter Transit Services.** Eligible ACC Employees and Students will have unlimited use of the Services when they swipe or otherwise validate valid ACC Green Passes and present ACC identification cards upon request. All fares of Eligible ACC Employees and Students will be borne by ACC and no fares will be required by Capital Metro to be paid by such students and employees.

1.2 **MetroAccess.** MetroAccess service will be provided to Eligible ACC Employees and Students who have been certified for MetroAccess service via Capital Metro's certification process. Such certified Eligible ACC Employees and Students must follow the Capital Metro process for reservations and services.

2. **ACC Green Passes.**

2.1 **Distribution.** At least eight (8) weeks before the start date of each semester during the Term, ACC will notify Capital Metro of the number of physical ACC Green Passes needed for that semester. Capital Metro will make available to ACC the ACC Green Passes at least two (2) weeks before the start date of each semester. Capital Metro will provide the physical ACC Green Passes to ACC. ACC will access the digital ACC Green Passes through Capital Metro's secure website. ACC will be responsible for distributing the ACC Green Passes to Eligible ACC Employees and Students. ACC will distribute digital ACC Green Passes to Eligible ACC Employees and Students only through ACC-affiliated electronic mail addresses. ACC will make the ACC Green Pass available to all Eligible ACC Students and Employees at no point-of-sale cost.

2.2 **Additional ACC Green Passes.** ACC may request additional ACC Green Passes during each semester. ACC will coordinate with Capital Metro to determine the number of additional ACC Green Passes to be provided. Capital Metro will deliver

additional transit passes to ACC within fourteen (14) business days after the date that Capital Metro and ACC agree in writing on the number of additional passes.

2.3 **Deactivation.** If ACC learns that a physical ACC Green Pass has been stolen, lost, become inoperable or held by individuals who are no longer Eligible ACC Employees and Students, ACC will contact Capital Metro to deactivate the ACC Green Pass. ACC is entitled to four (4) free batch deactivations of physical ACC Green passes per semester at no cost. ACC will be assessed a \$10.00 fee for each additional batch deactivation of physical ACC Green Passes. At no cost to ACC, ACC will de-activate digital ACC Green Passes that are deemed lost, stolen, inoperable or held by individuals who are no longer Eligible ACC Employees and Students. Digital pass deactivation may be conducted by ACC staff at will at any time, and ACC staff will ensure that necessary deactivation occurs on at least a monthly basis.

3. **Schedule.** The following holidays are observed by Capital Metro and may alter the level of Services on the dates indicated:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

4. **Monitoring and Reporting.** Capital Metro will use its fare collection equipment to monitor, compile and analyze Eligible ACC Employees and Students ridership data with respect to physical ACC Green Passes and activation data with respect to digital ACC Green Passes. Capital Metro will provide monthly reports to ACC based on this data.

5. **Coordination.** Capital Metro and ACC understand the need for coordination and prior approval of their respective governing bodies regarding services, activities and initiatives. The Parties agree to work together in good faith to coordinate any approvals necessary to obtain services, activities and initiatives that further the goals of this Agreement. Such cooperation and coordination shall include the following:

5.1 Capital Metro and ACC staff will outline the various roles and responsibilities needed to promote and increase ACC Employee and Student ridership. This may include, but is not limited to, providing more efficient access to and between ACC campuses and the currently available programs for transit or alternative transportation.

III. Term and Termination

1. **Term.** The term of this Agreement (“Term”) will be commence on September 1, 2018 (“Effective Date”) and will remain in effect through August 31, 2019. The Parties may extend the Term by mutually written agreement for up to four additional 12-month option extension periods (“Extension Period”), subject to review and approval of both the Capital Metro Board of Directors and the ACC Board of Trustees. If Capital Metro chooses to extend the Term, Capital Metro will provide written notice of its desire to continue the Agreement to ACC ninety (90) calendar days prior to the expiration of the Term. Any changes to the payment terms will be negotiated in good faith between the Parties at least sixty (60) days prior to the expiration of the Term.
2. **Termination.** Either Party may terminate this Agreement, in whole or part, without cause, upon ninety (90) days’ prior written notice. Upon receipt of a termination notice from ACC, Capital Metro will cease all Services on the ninetieth day following the date of the termination notice. ACC will pay Capital Metro for all Services performed and obligations incurred prior to the termination of the Agreement.

IV. Compensation and Payment

1. **Agreement Amount.**
 - 1.1 **Flat Fee.** For the initial year of the Term (September 1, 2018 through August 31, 2019), ACC will pay Capital Metro a flat fee of \$429,000 for the Services (the “Flat Fee”) in twelve (12) monthly installments. For each Extension Period, Capital Metro, at its sole discretion, may increase the Flat Fee paid by ACC for the Services based on increases in the Producer Price Index as published by the U.S. Bureau of Labor Statistics. However, in no event will the Flat Fee increase by more than three percent (3%) of the Flat Fee paid for the previous year. Capital Metro will notify ACC of any increases to the Flat Fee in accordance in Capital Metro’s notice to extend the Term under Section III (1) of this Agreement.
 - 1.2 **August 2018.** Notwithstanding any other term or condition to the contrary in this Agreement or any previous agreement between the Parties, Capital Metro will charge ACC for Services provided in August 2018 on a per ride basis based on the prices set forth in that certain Interlocal Agreement between the ACC and Capital Metro, dated effective September 1, 2014, but in no event will the total cost to ACC for August 2018 exceed the amount that Capital Metro invoiced ACC for Services provided in August 2017.

- 1.3 **Pass Reimbursement.** In addition to the Flat Fee, ACC will reimburse Capital Metro for Capital Metro's out of pocket costs for production of physical or digital transit passes.
2. **Invoices.** Each Capital Metro invoice sent to ACC will contain the following: 1) a different invoice number (i.e. invoices will not have duplicate numbers); 2) the purchase order or delivery order number, if applicable; 3) the Department's name and 4) the name of the point of contact for the Department. Invoices will be mailed to:
- Austin Community College Service Center**
Business Services
Attn: Neil Vickers, EVP Finance and Administration
9101 Tuscany Way, Office 149
Austin, Texas 78754
3. **Prompt Pay.** ACC will pay all invoices on a monthly basis in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
4. **Non-Appropriations.** This Agreement is dependent upon the availability of ACC funding. ACC's payment obligations are payable only from current funds appropriated and available for the Agreement. ACC will provide Capital Metro written notice if it fails to appropriate funds to pay the amounts due under this Agreement. ACC will also notify Capital Metro as soon as practicable if there is a reduction of the appropriated funds necessary for ACC to perform under this Agreement.

V. General Terms and Conditions

1. **Right to Audit.**
- 1.1 ACC agrees to allow authorized Capital Metro representatives access to all records related to this Agreement. In addition, ACC agrees to only distribute Green Passes to Eligible ACC Employees and Students. ACC will take adequate measures to prevent the transference of transfer passes and tickets to individuals not associated with ACC.
- 1.2 Capital Metro agrees to allow authorized representatives of the Office of the ACC Auditor, or other authorized representatives of ACC, access to, and the right to audit, examine, or reproduce all Capital Metro records related to the performance of this Agreement. Capital Metro will retain records for the period set forth in Section V (4) of this Agreement. Capital Metro agrees to refund to ACC any overpayments disclosed by an ACC audit.
2. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties; however, Capital Metro expressly reserves the right in its sole discretion, to amend this Agreement unilaterally

with ten (10) business days' written notice to ensure compliance of this Agreement with state or federal law or other regulation.

3. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code, ("Texas Public Information Act") and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.
4. **Maintenance of Records.** Capital Metro and ACC will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
5. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
6. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
7. **Successors and Assigns.** This Agreement may be not assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).
8. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
9. **Disputes.** The Parties will make every possible attempt to resolve, in an amicable manner, all disputes between the Parties concerning the interpretation of this Agreement. ACC will submit written notice of any claim of breach of contract under this Agreement to Capital Metro, who will examine ACC's claim and any counterclaim and negotiate with ACC in an effort to resolve the claim.
10. **Liability.** **THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENCE 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 ON IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11. **Force Majeure.** Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, fires, explosions or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.
12. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.
13. **Headings.** The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
14. **Notices.** Any notice required or permitted to be delivered under this Agreement will be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to ACC or Capital Metro, at the addresses set forth below. Notice given in any other manner will be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party.

ACC: Austin Community College Service Center
Attn: Executive Vice President of Finance and
Administration
9101 Tuscany Way
Office 149
Austin, Texas 78754

Capital Metro: Capital Metropolitan Transportation Authority
Attn: Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

16. **Government Entities.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
17. **Entire Agreement.** This Agreement 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 to the subject matter contained in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by further agreement in writing duly executed by authorized representatives of each of the Parties. No official, representative, agent, or employee of Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors.

VI. Certifications.

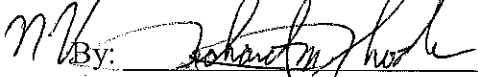
THE UNDERSIGNED PARTIES do hereby certify that: (a) the Services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of Capital Metro and ACC; (c) the Services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 771.003(b); and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

[Signatures Page Follows]

In Witness Whereof, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the date of the last Party to sign.

ACC:


Austin Community College

By: 
Dr. Richard M. Rhodes
President/CEO

Date: 8/16/18

Capital Metro:

Capital Metropolitan Transportation Authority

By: 
Randy Clarke
President/CEO

Date: 8/27/18



Board of Directors

Item #: AI-2022-462

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution appointing Ayeola Williams as an Investment Officer on the Capital Metro Investment Committee.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This appointment ensures that CapMetro is following its Investment Policy for appropriate appointment of Investment Officers.

BUSINESS CASE: This appointment ensures that CapMetro is in compliance with its Investment Policy.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on July 13, 2022.

EXECUTIVE SUMMARY: CapMetro's Investment Policy provides for the delegation of authority to invest CapMetro funds and the execution of any documentation necessary to evidence the investment of CapMetro funds to the investment advisory firm under current contract (PFM Asset Management LLC) and those CapMetro personnel authorized as investment officers. The Policy further provides that CapMetro's Board of

Directors will designate in writing those CapMetro personnel serving as investment officers and authorized to invest on behalf of CapMetro. These designated investment officers shall perform their duties in accordance with the Investment Policy adopted annually by the Board of Directors. The Investment Officers form an Investment Committee that meets quarterly with the investment advisory firm to review performance results. The Investment Policy dictates the type of investments that can be made and the maximum percentages of the portfolio for each type of investment. Decisions on how to invest CapMetro's funds are made with the advice of the investment advisory firm. A vacancy on the Investment Committee currently exists and should be filled by the board at this time.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-462

WHEREAS, the CapMetro Transportation Authority Board of Directors is required by CapMetro's Investment Policy to designate in writing Investment Officers to invest on behalf of CapMetro with the advice of CapMetro's investment advisory firm under contract: and

WHEREAS, a vacancy currently exists for an Investment Officer on the Investment Committee.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metro Transportation Authority Board of Directors that Ayeola Williams, Deputy Counsel, is hereby appointed as Investment Officer to the CapMetro Investment Committee and is authorized to withdraw, invest, reinvest, and accept payment with interest consistent with the investment policy.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-475

Agenda Date: 7/25/2022

SUBJECT:

Approval of an amendment increasing the Fiscal Year 2022 Capital Budget in the amount of \$8,000,000.

FISCAL IMPACT:

Amending the Fiscal Year 2022 Capital Budget will provide an additional appropriation of \$8,000,000. Funding is available from offsetting Austin Transit Partnership contributions.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT:

The approved FY2022 budget includes funding to maintain Capital Metro’s current services while also adding new innovative mobility initiatives, customer service enhancements and building infrastructure needed to support the region’s current and future growth. The five-year capital improvement plan identifies planned projects that support achievement of Capital Metro’s strategic goals, ensures regulatory compliance and maintains assets in a state of good repair.

BUSINESS CASE:

Capital Metro has prepared a structurally balanced budget that provides the funding needed to continue delivering high-quality and efficient transportation services. As the fiscal year has developed, the initiatives outlined in the Executive Summary have surfaced and require additional budget appropriation.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY:

Amending the Fiscal Year 2022 Capital Budget in the amount of \$8,000,000, with offsetting funding of \$8,000,000 from the Austin Transit Partnership, will fund the following initiatives that have surfaced during the current fiscal year.

Fiscal Year 2022 Capital Budget Amendment		
Subject/Description	Amount	Offsetting Funding
Project Connect Program Manager O	\$6,000,000	(\$6,000,000)
<i>Increase in funding for the advanced level of work that the PMOR has and will perform to provide staff and technical support for the Austin Transit Partnership. The PMOR has increased staff beyond a program focus to support each project within the program as well as documents and project controls systems.</i>		
Project Connect Orange Line	\$1,000,000	(\$1,000,000)
<i>Increase in funding for the additional work that will be performed towards advancing the design and environmental mitigation for the Lamar Transit Center, underground stations and utilities.</i>		
Project Connect Blue Line	\$1,000,000	(\$1,000,000)
<i>Increase in funding for the additional work that will be performed towards advancing the design and environmental mitigation for the Lamar Transit Center, Pleasant Valley & Riverside intersection, and environmental mitigations.</i>		

PUBLIC HEARING ON PROPOSED FY2022 CAPITAL BUDGET AMENDMENT

July 25, 2022, 12:00 PM

Rosa Parks Board Room, 2910 East 5th Street, Austin, TX 78702

Served by routes 4, 300

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-475

WHEREAS, pursuant to Section 451.132 of Chapter 451 of the Texas Transportation Code the five-year Capital Improvement Plan and Fiscal Year 2022 Capital Budget is amended in the additional amount of \$8,000,000; and

WHEREAS, pursuant to Section 451.102 of Chapter 451 of the Texas Transportation Code, the Fiscal Year 2022 Capital Budget amendment was made available to the public and a public hearing was held on July 25, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Fiscal Year 2022 Capital Budget is amended in the additional amount of \$8,000,000.

Date: _____

**Secretary of the Board
Leslie Pool**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-495

Agenda Date: 7/25/2022

Memo: Proposed FY2022 CapMetro Budget Amendment (July 6, 2022)

To: CapMetro Board of Directors
From: Catherine Walker, EVP Chief Financial & Risk Officer, CapMetro
Date: July 6, 2022
Subject: Proposed FY2022 CapMetro Budget Amendment

At the upcoming CapMetro Board of Directors Meeting scheduled for July 25, 2022, staff will present an amendment to the CapMetro FY2022 Budget. This budget amendment is necessary to support additional costs to cover Project Connect expenses associated with Program Manager Owner Representative (PMOR) support and Orange Line and Blue Line 30% engineering design and environmental costs to be incurred in FY2022.

The vendor contracts that support the PMOR, Orange Line and Blue Line work were established prior to the creation of the Austin Transit Partnership (ATP) and are owned by CapMetro. Work is being performed in support of Project Connect and funding for the associated contracts is included in the CapMetro Board-approved Capital Improvement Plan (CIP). Reimbursement for this work is provided through the Board-approved January 2021 Interlocal Agreement between CapMetro and ATP, whereby ATP will reimburse CapMetro for these contract costs.

It is important to note that CapMetro's CIP does not have the funding after July 2022 to cover the incremental project expenses. Given the unique situation, ATP staff approved of the transfer of funding within their budget to support the additional costs as part of an administrative action. This is a one-time transfer of funds to support these contracts and ensure uninterrupted continuation of the Project Connect program.

If you have any questions, please reach out to Ed Easton (Ed.Easton@capmetro.org) and he will facilitate a briefing or response, as necessary.

Cc: Austin Transit Partnership (ATP) Executive Team

Board of Directors

Item #: AI-2022-481

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution adopting revisions to the CapMetro Fare Policy.

FISCAL IMPACT:

Refer to executive summary for clarification.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The policies adopted by the Board of Directors provide strategic direction to the President & CEO and the Authority with regard to policy matters within the purview of the Board. The Fare Policy ensures fair and equitable fares are charged for all public transportation services operated by the Authority and that the Authority produces revenue together with tax revenue sufficient to pay expenses necessary to operate and maintain the transit system.

BUSINESS CASE: This update to the Fare Policy furthers the objective of establishing equitable fares by adding the Equifare Program which offers discounted fares for low income-eligible customers, and a fare capping structure to increase the affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent day or month pass price.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Section 8.6 of the Bylaws of the CapMetro Board of Directors requires the continuous review and update of all policies adopted by the Board over a five-year period, beginning in 2018. The Fare Policy was adopted by the Board on December 8, 2010, to ensure the Authority's financial sustainability. Staff reviewed the Fare Policy in conjunction with the fare strategy review conducted over the past several months with the goal of making fares more equitable for our community. Staff recommends the following substantive changes to the Fare Policy: (1) addition of the Equifare Program which offers discounted fares for low income-eligible customers; (2) addition of a fare capping structure to increase affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent day or monthly pass; (3) defining the scope of the policy to apply to all transit fares established by CapMetro; (4) adding reference to CapMetro's enabling statute, Transportation Code Section 451.061(a), which requires the establishment of sufficient fare revenues to meet statutory obligations. Additional changes were made to update the structure, standardize the language, and align with current and best practices.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Click or tap here to enter text.

RESPONSIBLE DEPARTMENT: Legal and Finance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-481

WHEREAS, Section 9.6 of the Bylaws of the CapMetro Board of Directors requires review of all Board policies at least every five years.

WHEREAS, the Fare Policy was adopted by the Board in December 2010.

WHEREAS, Staff reviewed the Fare Policy in conjunction with the fare strategy review with the goal of making fares more equitable for our community.

WHEREAS, Staff recommends revisions to the Fare Policy to add the Equifare Program, a fare capping structure, and other changes set forth in the attached redlined and clean versions.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the attached proposed revisions to the Fare Policy are hereby adopted to supersede and replace the Fare Policy adopted in December 2010.

Date: _____

**Secretary of the Board
Leslie Pool**



**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

**RESOLUTION CMTA-2010-94
Fare Policy**

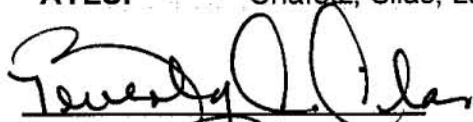
WHEREAS, Sec. 451.061. of the Texas Transportation Code provides that an authority shall impose reasonable and nondiscriminatory fares, tolls, charges, rents, and other compensation for the use of the transit authority system sufficient to produce revenue, together with tax revenue received by the authority, in an amount adequate to pay all the expenses necessary to operate and maintain the transit authority system; and

WHEREAS, The Capital Metropolitan Transportation Authority is committed to ensuring the Authority's financial sustainability; and


WHEREAS, the board of directors desires to establish a fare policy.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the Fare Policy presented and attached hereto is hereby approved.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Frank Fernandez, Board Member
SECONDER: Norm Chafetz, Board Member
AYES: Chafetz, Silas, Langmore, Fernandez, Stafford, Hlista, Martinez, Riley


**Secretary of the Board
Beverly Silas**

Date: December 8, 2010

	<p style="text-align: center;">Fare Policy FIN-220-12</p> <p style="text-align: center;">Finance</p>	<p>Issued: December 8, 2010 Revised:</p> <p>Approved by: Board of Directors</p>
-----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

FARE POLICY

Purpose: The purpose of this policy is to establish goals, objectives and guidelines to assist the Capital Metro Board of Directors and staff in making decisions regarding adjustments to fares. All such decisions will also be made in accordance with Capital Metro’s enabling legislation, Texas Transportation Code Section 451, as amended, and Federal Transit Administration (FTA) fare requirements including 49 CFR section 609 for reduced fares. When considering increasing or restructuring fares, Capital Metro will conduct a comprehensive review of ways to reduce costs and increase ridership, and the corresponding effects on fare box recovery, to minimize the effects of any fare changes on Capital Metro’s customers.

Goal: The goal of this Fare Policy is to support Capital Metro’s overall strategic mission to provide quality public transportation choices for our community that meet the needs of our growing region. To accomplish this mission Capital Metro must develop and use its resources in a manner that ensures sustainable business growth.

Objectives: The following objectives are designed to support Capital Metro’s fare policy goal and balance the desire to keep fares affordable for Capital Metro customers with the need to maximize fare revenue to help maintain and expand transit operations.

1. Customer/Community Objectives: The Board of Directors and staff will consider the impact setting or restructuring fares has on customers and the community within the scope of the following three customer/community objectives:

- a) Promote utilization of all modes of Capital Metro transportation: Capital Metro seeks to encourage and facilitate transit ridership within Capital Metro’s service area by setting fares that are accessible to the widest possible range of existing and potential rider groups.
- b) Establish equitable fares: To be equitable, fares should take into account the socioeconomic make up of our customers and their utilization of the different types of services.
 - i) Capital Metro will perform a fare equity analysis to assess effects of proposed fare change on riders and describe actions to avoid, minimize or mitigate such effects.
 - ii) Agency Discounted Pass Program: Capital Metro will provide a discount to non-profit, not-for-profit and governmental agencies that assist low-income persons and families. Qualifying agencies may provide passes purchased under this program to agency clients at no more than the discounted price.
 - (1) The Board of Directors may establish the discount (currently 50%) provided to agencies under this program when approving the Capital Metro’s annual operating budget.
 - (2) The Board of Directors may establish limits for the Discounted Pass Program, by establishing a monthly allotment system based on: 1) the number of clients served by an agency; 2) the agency’s annual budget; and/or 3) a maximum amount any agency may purchase in any given month.
 - iii) Basic Transportation Needs Fund: Capital Metro may establish a charitable fund to assist persons and families who cannot afford the established transit fares. Such a fund can be created and maintained in partnership with social services providers and community-based organizations.

- c) Enhance mobility & access: Fares should enhance the ability of customers to access the system and move through it with ease. To do so, fares should be easy to understand and provide uniformity throughout the system.

2. Financial Objectives: The Board of Directors and staff will consider the financial impact setting or restructuring fares has on the long-term sustainability of Capital Metro within the scope of the following three financial objectives:

- a) Support predictable fare revenue stream: Fare revenue is a critical component of Capital Metro's operating budget. Setting or restructuring fares should ensure the total fare revenue stream is maintained at an appropriate level to meet Capital Metro's immediate and long-term financial requirements within changing economic conditions.
- b) Recover operating costs: The proportion of the amount of revenue generated through fares by paying customers as a fraction of the total operating expenses is the fare recovery ratio. Generally, the fare recovery ratio is influenced by three main factors:
 - i. Fare levels: The fare levels or structure influence the average fare collected per passenger and the overall fare revenue collected. By increasing fares or reducing the discounts set for fare categories, fare revenue can be increased. Similarly, fare reductions will result in a net loss of revenues. Changes in the fare structure also impact riders, with increased fares generally reducing ridership and reduced fares generally increasing ridership. Fare adjustments should be made with consideration to transit customers affected.
 - ii. Productivity: The productivity of transit service is measured in terms of ridership per mile or hour of service. Capital Metro attempts to balance route productivity with service policies aimed at developing new markets, serving remote areas and accommodating disadvantaged populations. Decisions regarding route productivity should be made with consideration to social needs of the community and the transit customers affected.
 - iii. Efficiency: Operating costs are partly within control Capital Metro and partly a result of prevailing economic conditions. Cost efficiencies are achieved through careful budgeting, monitoring and controlling expenditures and can be measured by operating costs per hour.

Capital Metro will monitor the fare recovery ratio and use this information during the annual budget development process to recommend setting or restructuring fares. Capital Metro will also monitor the productivity and efficiency of the operations as well as ridership and propose adjustments as necessary. Since fares help offset the operating costs of providing public transportation services, Capital Metro's goal is to eventually recover a minimum of 20% of transit operating costs with passenger-paid and third-party fares.

- c) Minimize fare collection costs: Capital Metro's fare structure and fare collection technologies should be developed and operated to minimize the costs associated with fare collection and revenue processing without compromising accuracy.

Fare Change Process: The following guidelines outline the required process steps for developing, evaluating, and implementing fare changes, adjustments or increases.

1. Recommendations for setting or restructuring fares will be developed by Capital Metro staff in keeping with this policy.
2. Any proposed change in fares or the fare structure will include a fare equity analysis of the impact of the change on low-income and ethnic populations as required by Title VI of the Civil Rights Act as amended by FTA C4702.1A and submitted to FTA for review and comment.
3. In addition to the fare equity analysis, Capital Metro will complete an operations and ridership analysis to evaluate the overall cost of operating service and levels of ridership.
4. Per state statute, any change in the “Base Fare” defined as the single-ride, local bus, adult cash fare is subject to the review of the Capital Area Metropolitan Planning Organization (CAMPO). Capital Metro may not implement a change to its base fare for a minimum of 60 days following approval by the Board of Directors and may not implement a base fare change if CAMPO rejects the proposed increase by a majority vote of the CAMPO Board.
5. A public hearing is required for any change to the fare structure, with a minimum 21 calendar day notice prior to such hearing.
6. All fare structure changes, adjustments or increases must be approved by the Board of Directors.
7. Once fare increase(s) have been approved by the Board of Directors, appropriate ads should be placed with local media outlets and the Capital Metro website 30 days prior to the effective date of the fare increase. In addition, notices will be placed on all revenue vehicles and at major transit centers.
8. Multiple year (planned fare increases) including the current year and up to two (2) future increases may be approved, provided the public is notified and opportunity to comment is provided. The timing and magnitude of subsequent increases will not be binding if economic conditions change. Changes to approved future fare increases, including accelerating the timing for implementation will require a new public outreach process, including public hearing(s) and CAMPO review.

Fare Policy Review: Capital Metro will review its fare policy and pricing annually with the expectation that fares may be adjusted as necessary to keep pace with the rate of increase in the cost of transit operations. Generally, fare changes will become effective in conjunction with service changes in January or August. Recommendations for fare adjustments will be developed in conjunction with the budget process for the following fiscal year.

~~Fare Policy~~

~~Approved December 8, 2010~~

Capital Metropolitan Transportation Authority (CapMetro) Fare Policy
Approved by the CapMetro Board of Directors on _____, 202

1. PURPOSE:

The purpose of this policy is to establish goals, objectives and guidelines to assist the Capital Metro Board of Directors (the "Board") and staff in making decisions regarding ~~adjustments~~ changes to transit fares. All such decisions will ~~also~~ be made in accordance with Capital Metro's enabling legislation, Texas Transportation Code ~~Section~~ Chapter 451, as amended, and Federal Transit Administration (FTA) fare requirements, including 49 CFR ~~s~~Section 609 related to ~~for~~ reduced fares for elderly and handicapped persons. When considering increasing or restructuring fares, Capital Metro will conduct a comprehensive review of ways to reduce costs and increase ridership, and the corresponding effects on fare box recovery, to minimize the effects of any fare changes on Capital Metro's customers.

2. SCOPE

This policy applies to the following all transit fares established by CapMetro. This policy does not apply to CapMetro provided transit amenities, such as bike shares or park and rides.

3. GOAL:

The goal of this ~~Fare P~~olicy is to support Capital Metro's overall strategic mission to provide quality public transportation choices for our community that meet the needs of our growing region. To accomplish this mission, Capital Metro must develop and use its resources in a manner that ensures sustainable business growth.

4. OBJECTIVES:

The following objectives are designed to support Capital Metro's ~~f~~are ~~p~~olicy goal and balance the desire to keep fares affordable for Capital Metro customers with the need to maximize fare revenue to help maintain and expand transit operations.

A. ~~Customer/Community Objectives:~~ The Board ~~of Directors~~ and staff will consider the impact that setting or restructuring fare changes has on customers and the community within the scope of the following three customer/community objectives:

A.

ei. **Promote utilization of all modes of CapMetro transportation:** CapMetro seeks to encourage and facilitate transit ridership within CapMetro's service area by setting fares that are accessible to the widest possible range of existing and potential rider groups.

eii. **Establish equitable fares:** To be equitable, fares should take into account the socioeconomic make-up of our CapMetro customers and their utilization of the different types of services.

a. **Fare Equity Analysis:** CapMetro will perform a fare equity analysis to assess effects of proposed fare changes on riders and describe actions to avoid, minimize or mitigate such effects.

a. **Agency Discounted Pass Program:** CapMetro will provide a discounted passes to qualifying non-profit, not-for-profit and governmental agencies that assist low-income persons and families. Qualifying agencies may provide passes purchased under this program to agency clients at no more than the discounted price.

■ The Board of Directors may establish the discount (currently 50%) provided to agencies under this program when approving the CapMetro's annual operating budget.

b. The Board of Directors may establish limits for the Discounted Pass Program, by establishing a monthly allotment system based on: (i) the number of clients served by an agency; (ii) the agency's annual budget; and/or (iii) a maximum amount any agency may purchase in any given month.

c. **Basic Transportation Needs Fund:** CapMetro may establish a charitable fund to assist persons and families who cannot afford the established transit fares. Such a fund can be created and maintained in partnership with social services providers and community-based organizations.

d. **Equifare Program:** CapMetro may establish a program that offers discounted fares for low income-eligible customers.

■e. **Fare Capping:** CapMetro may establish a fare capping structure to increase the affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent day or month pass price.

oiii. **Enhance mobility & access:** Fares should enhance the ability of customers to access ~~the~~ the system and move through it with ease. To do so, fares should be frictionless, easy to understand, and provide uniformity throughout the system.

◆ B. **Financial Objectives:** The Board ~~of Directors~~ and staff will consider the financial ~~impact~~ impact ~~setting a fare or fare structure change or restructuring fares~~ has on the long-term sustainability of Capital Metro within the scope of the following ~~three~~ financial objectives:

i. **Support predictable fare revenue stream:** ~~Because F~~fare revenue is a critical component of Capital Metro's operating budget, ~~any fare or fare structure change. Setting or restructuring fares~~ should ensure the total fare revenue stream is maintained at an appropriate level to meet Capital Metro's immediate and long-term financial requirements within changing economic conditions.

oii. **Provide sufficient fare revenues to meet statutory obligations:** As required by CapMetro's enabling statute, Transportation Code Section 451.061(a), any fare or fare structure change must produce sufficient fare revenues, together with tax revenue to: (1) pay all the expenses necessary to operate and maintain the system; (2) pay when due all principal of and interest on, and sinking fund and reserve fund payments agreed to be made with respect to, all bonds that are issued by CapMetro; and (3) fulfill the terms of any other agreement with bond holders.

oiii. **Recover operating costs:** The proportion of the amount of revenue generated through fares by paying customers as a fraction of the total operating expenses is the fare recovery ratio. Generally, the fare recovery ratio is influenced by three main factors:

■ a. **Fare levels:** The fare levels or structure influence the average fare collected per passenger and the overall fare revenue collected. By increasing fares or reducing the discounts set for fare categories, fare revenue can be increased. Similarly, fare reductions will result in a net loss of revenues. Changes in the fare structure also impact riders, with increased fares generally reducing ridership and reduced fares generally increasing ridership. Fare adjustments should be made with consideration to transit customers affected.

■ b. **Productivity:** The productivity of transit service is measured in terms of ridership per mile or hour of service. Capital Metro attempts to balance route productivity with service policies aimed at developing new markets, serving remote areas, and accommodating disadvantaged populations. Decisions regarding route productivity should be made with consideration to social needs of the community and the transit customers affected.

■ c. **Efficiency:** Operating costs are partly within control Capital Metro and partly a result of prevailing economic conditions. Cost efficiencies are achieved through careful budgeting, monitoring, and controlling

expenditures and can be measured by operating costs per hour.

CapMetro will monitor the fare recovery ratio and use this information during the annual budget development process to recommend setting or restructuring faresfare or fare structure changes. CapMetro will also monitor the productivity and efficiency of the operations as well as ridership and propose adjustments as necessary. Since fares help offset the operating costs of providing public transportation services, CapMetro's goal is to eventually recover a minimum of 20% of transit operating costs with passenger-paid and third-party fares.

iv. Minimize fare collection costs: CapMetro's fare structure and fare collection technologies should be developed and operated to minimize the costs associated with fare collection and revenue processing without compromising accuracy.

—

5. FARE CHANGE PROCESS:

The following guidelines outline the required process ~~steps~~ for developing, evaluating, and implementing fare or fare structure changes; ~~adjustments or increases~~.

~~A.~~ Recommendations for ~~setting changing or restructuring~~ fares or fare structure will be developed by Capital Metro staff in keeping with this policy.

~~A.~~

◆ ~~B.~~ Any proposed change in fares or ~~the~~ fare structure will include a fare equity analysis of the impact of the change on low-income and minority ethnic populations as required by Title VI of the Civil Rights Act, ~~as amended,~~ by FTA C4702.1A and submitted to FTA for review and comment.

◆ ~~C.~~ In addition to the fare equity analysis, ~~Capital~~ Metro will complete an operations and ridership analysis to evaluate the overall cost of operating service and levels of ridership.

◆ ~~D.~~ Per ~~state~~ CapMetro's enabling statute, Transportation Code Section 451.061(d-1), any change in the "Base Fare" defined as the single-ride, local bus, adult cash fare, ~~is~~ subject to the review ~~by~~ of the Capital Area Metropolitan Planning Organization (CAMPO). ~~Capital~~ Metro may not implement a change to its base fare for a minimum of 60 days following approval by the CapMetro Board, of Directors and may not implement a ~~b~~ Base f Fare change if CAMPO rejects the proposed increase change by a majority vote of the CAMPO Board.

◆ ~~E.~~ A public hearing is required for any change to ~~the fares or~~ fare structure, with a minimum 21-calendar day notice prior to such hearing.

◆ ~~F.~~ All fare or fare structure changes, ~~adjustments or increases~~ must be approved by the CapMetro Board of Directors.

~~G.~~ Once a fare increase(s) change have been is approved by the Board ~~of Directors or CAMPO, as applicable~~, appropriate ads notifying the public of the change should be placed with local media outlets and on the ~~Capital~~ Metro website at least thirty (30) days prior to the effective date of the fare increase change. The notice will be posted in English as well as any non-English languages as determined by CapMetro's language assistance plan. In addition, notices will be placed on all revenue vehicles and at major transit centers. CapMetro may also notify customers through press releases or on its social media.

◆ ~~H.~~ Generally, fare or fare structure changes will become effective in conjunction with service changes in January or August.

- ◆ Multiple ~~-~~ year planned fare increases changes including the current year and up to two (2) future increases may be approved, provided the public is notified and ~~-has an~~ opportunity to comment ~~-is provided~~. The timing and magnitude of subsequent changes increases will not be binding if economic conditions change. Changes-Deviations to approved future fare or fare structure changes increases, including accelerating the timing for implementation, ~~will~~ require a new Title VI fare equity analysis, public outreach process, including public hearing(s) and CAMPO review, as

applicable.

6. FARE POLICY REVIEW

Capital Metro will review ~~its fare~~this policy and ~~its pricing fares and fare structure~~ annually with the expectation that fares or fare structure may be adjusted as necessary to keep pace with the rate of increase in the cost of transit operations and to ensure compliance with Transportation Code Section 451.061 and other applicable law. -

~~Generally, fare changes will become effective in conjunction with service changes in January or August. Recommendations for fare adjustments will be developed in conjunction with the budget process for the following fiscal year.~~

Capital Metropolitan Transportation Authority (CapMetro) Fare Policy
Approved by the CapMetro Board of Directors on _____, 202__

1. PURPOSE

The purpose of this policy is to establish goals, objectives and guidelines to assist the CapMetro Board of Directors (the “Board”) and staff in making decisions regarding changes to transit fares. All such decisions will be made in accordance with CapMetro’s enabling legislation, Texas Transportation Code Chapter 451, as amended, and Federal Transit Administration (FTA) fare requirements, including 49 CFR Section 609 related to reduced fares for elderly and handicapped persons. When considering increasing or restructuring fares, CapMetro will conduct a comprehensive review of ways to reduce costs and increase ridership, and the corresponding effects on fare box recovery, to minimize the effects of any fare changes on CapMetro’s customers.

2. SCOPE

This policy applies to all transit fares established by CapMetro. This policy does not apply to CapMetro provided transit amenities, such as bike shares or park and rides.

3. GOAL

The goal of this policy is to support CapMetro’s overall strategic mission to provide quality public transportation choices for our community that meet the needs of our growing region. To accomplish this mission, CapMetro must develop and use its resources in a manner that ensures sustainable business growth.

4. OBJECTIVES

The following objectives are designed to support CapMetro’s Fare Policy goal and balance the desire to keep fares affordable for CapMetro customers with the need to maximize fare revenue to help maintain and expand transit operations.

- A. **Customer/Community Objectives:** The Board and staff will consider the impact that fare changes have on customers and the community within the scope of the following three customer/community objectives:
 - i. ***Promote utilization of all modes of CapMetro transportation:*** CapMetro seeks to encourage and facilitate transit ridership within CapMetro’s service area by setting fares that are accessible to the widest possible range of existing and potential rider groups.
 - ii. ***Establish equitable fares:*** To be equitable, fares should take into account the socioeconomic makeup of CapMetro customers and their utilization of the different types of services.
 - a. **Fare Equity Analysis:** CapMetro will perform a fare equity analysis to assess effects of proposed fare changes on riders and describe actions to avoid, minimize or mitigate such effects.

- b. Agency Discounted Pass Program: CapMetro will provide discounted passes to qualifying non-profit, not-for-profit and governmental agencies that assist low-income persons and families. Qualifying agencies may provide passes purchased under this program to agency clients at no more than the discounted price. The Board may establish the discount (currently 50%) provided to agencies under this program when approving CapMetro's annual operating budget. The Board may establish limits for the Discounted Pass Program, by establishing a monthly allotment system based on: (i) the number of clients served by an agency; (ii) the agency's annual budget; and/or (iii) a maximum amount any agency may purchase in any given month.
 - c. Basic Transportation Needs Fund: CapMetro may establish a charitable fund to assist persons and families who cannot afford the established transit fares. Such a fund can be created and maintained in partnership with social services providers and community-based organizations.
 - d. Equifare Program: CapMetro may establish a program that offers discounted fares for low income-eligible customers.
 - e. Fare Capping: CapMetro may establish a fare capping structure to increase the affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent day or month pass price.
 - iii. **Enhance mobility & access**: Fares should enhance the ability of customers to access the system and move through it with ease. To do so, fares should be frictionless, easy to understand, and provide uniformity throughout the system.
- B. **Financial Objectives**: The Board and staff will consider the financial impact a fare or fare structure change has on the long-term sustainability of CapMetro within the scope of the following financial objectives:
 - i. **Support predictable fare revenue stream**: Because fare revenue is a critical component of CapMetro's operating budget, any fare or fare structure change should ensure the total fare revenue stream is maintained at an appropriate level to meet Capital Metro's immediate and long-term financial requirements within changing economic conditions.
 - ii. **Provide sufficient fare revenues to meet statutory obligations**: As required by CapMetro's enabling statute, Transportation Code Section 451.061(a), any fare or fare structure change must produce sufficient fare revenues, together with tax revenue to: (1) pay all the expenses necessary to operate and maintain the system; (2) pay when due all principal of and interest on, and sinking fund and reserve fund payments agreed to be made with respect to, all bonds that are issued by CapMetro; and (3) fulfill the terms of any other agreement with bond holders.
 - iii. **Recover operating costs**: The proportion of the amount of revenue generated through fares by paying customers as a fraction of the total operating expenses is the fare recovery ratio. Generally, the fare recovery ratio is influenced by three main factors:
 - a. Fare levels: The fare levels or structure influence the average fare collected

per passenger and the overall fare revenue collected. By increasing fares or reducing the discounts set for fare categories, fare revenue can be increased. Similarly, fare reductions will result in a net loss of revenues. Changes in the fare structure also impact riders, with increased fares generally reducing ridership and reduced fares generally increasing ridership. Fare adjustments should be made with consideration to transit customers affected.

- b. Productivity: The productivity of transit service is measured in terms of ridership per mile or hour of service. CapMetro attempts to balance route productivity with service policies aimed at developing new markets, serving remote areas, and accommodating disadvantaged populations. Decisions regarding route productivity should be made with consideration to social needs of the community and the transit customers affected.
- c. Efficiency: Operating costs are partly within control CapMetro and partly a result of prevailing economic conditions. Cost efficiencies are achieved through careful budgeting, monitoring, and controlling expenditures and can be measured by operating costs per hour.

CapMetro will monitor the fare recovery ratio and use this information during the annual budget development process to recommend fare or fare structure changes. CapMetro will also monitor the productivity and efficiency of the operations as well as ridership and propose adjustments as necessary. Since fares help offset the operating costs of providing public transportation services, CapMetro's goal is to eventually recover a minimum of 20% of transit operating costs with passenger-paid and third-party fares.

- iv. **Minimize fare collection costs:** CapMetro's fare structure and fare collection technologies should be developed and operated to minimize the costs associated with fare collection and revenue processing without compromising accuracy.

5. FARE CHANGE PROCESS

The following guidelines outline the required process for developing, evaluating, and implementing fare or fare structure changes:

- A. Recommendations for changing fares or fare structure will be developed by Capital Metro staff in keeping with this policy.
- B. Any proposed change in fares or fare structure will include a fare equity analysis of the impact of the change on low-income and minority populations as required by Title VI of the Civil Rights Act, as amended, FTA C4702.1A and submitted to FTA for review and comment.
- C. In addition to the fare equity analysis, CapMetro will complete an operations and ridership analysis to evaluate the overall cost of operating service and levels of ridership.
- D. Per CapMetro's enabling statute, Transportation Code Section 451.061(d-1), any change in the "Base Fare" defined as the single-ride, local bus, adult cash fare, is subject to the review by the Capital Area Metropolitan Planning Organization (CAMPO). CapMetro may not implement a

change to its base fare for a minimum of 60 days following approval by the CapMetro Board, and may not implement a Base Fare change if CAMPO rejects the proposed change by a majority vote of the CAMPO Board.

- E. A public hearing is required for any change to fares or fare structure, with a minimum 21-calendar day notice prior to such hearing.
 - F. All fare or fare structure changes must be approved by the CapMetro Board.
 - G. Once a fare change is approved by the Board, appropriate ads notifying the public of the change should be placed with local media outlets and on the CapMetro website at least thirty (30) days prior to the effective date of the fare change. The notice will be posted in English as well as any non-English languages as determined by CapMetro's language assistance plan. In addition, notices will be placed on all revenue vehicles and at major transit centers. CapMetro may also notify customers through press releases or on its social media.
 - H. Generally, fare or fare structure changes will become effective in conjunction with service changes in January or August.
- ◆ Multiple-year planned fare changes including the current year and up to two (2) future increases may be approved, provided the public is notified and has an opportunity to comment. The timing and magnitude of subsequent changes will not be binding if economic conditions change. Deviations to approved future fare or fare structure changes, including accelerating the timing for implementation, will require a new Title VI fare equity analysis, public outreach process, including public hearing(s) and CAMPO review, as applicable.

6. FARE POLICY REVIEW

CapMetro will review this policy and its fares and fare structure annually with the expectation that fares or fare structure may be adjusted as necessary to keep pace with the rate of increase in the cost of transit operations and to ensure compliance with Transportation Code Section 451.061 and other applicable law.

Board of Directors

Item #: AI-2022-483

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution adopting changes to the CapMetro Fare Structure.

FISCAL IMPACT:

Refer to executive summary for clarification.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Changes to the fare structure will enhance equity and access to create a more frictionless fare system that is easier to use and understand. This includes discounted fares to eligible low-income customers, ceiling on daily and monthly fares for all customers who use the new AMP card in lieu of cash or use their CapMetro mobile app

BUSINESS CASE: The recommended fare structure is designed to meet the goal identified in the Fare Policy adopted by the Board in December 2010. (1) Use Capital Metro's resources in a manner that ensures sustainable business growth; and (2) Balance the desire to keep fares affordable for Capital Metro customers with the need to maximize fare revenue to help maintain and expand transit operations.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: CapMetro is proposing changes to the current fare structure to enhance equity and

access; changes which will be enabled by a more frictionless fare system that is easier for customers to use and understand. The two proposed changes include a new discounted fare level for eligible low-income customers, and a ceiling on daily and monthly fares for all customers who use the new AMP technology via use of the Amp card in lieu of cash or use the new CapMetro mobile app.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Click or tap here to enter text.

RESPONSIBLE DEPARTMENT: Finance Department

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-483

WHEREAS, pursuant to the Texas Transportation Code Section 451.061(d), the Capital Metropolitan Transportation Authority (“CapMetro”) is required to impose reasonable and nondiscriminatory fares, tolls, charges, rents and other compensation for the use of the transit authority system sufficient to produce revenue, together with the tax revenue received by the authority in an amount adequate to pay all expenses necessary to operate and maintain the transit authority system; and

WHEREAS, the CapMetro Board of Directors and CapMetro staff endeavor to accomplish the objectives of the Fare Policy adopted by the Board in December 2010; and

WHEREAS, the CapMetro Board of Directors and CapMetro staff recognize the need to improve the current fare structure to achieve these objectives including the Customer/Community Objective of establishing equitable fares; and

WHEREAS, CapMetro staff completed a fare strategy review to explore potential fare structure changes including progressive fare capping, an equitable fare program “Equifare”, and implementing new smart technologies, specifically the Amp smart card, an account-based system with discounted fare benefits, to streamline processes; and

WHEREAS, CapMetro staff sought public input on the proposed fare structure changes; and

WHEREAS, CapMetro staff conducted a Fare Equity Analysis for the proposed fare structure changes as required by FTA Title VI Circular 4702.1B; and

WHEREAS, the Fare Equity Analysis found no disparate impact or disproportionate burden as a result of the proposed fare structure changes; and

WHEREAS, CapMetro staff will submit the completed Fare Equity Analysis to the FTA to properly document the Fare Equity Analysis.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Board of Directors that the Board approves the results of the Fare Equity Analysis and adopts the changes to the CapMetro Fare Structure attached hereto and authorizes the Interim President & CEO, or their designee, to implement the fare structure changes.

Secretary of the Board
Leslie Pool

Date: _____



Fare Structure Study
Title VI Fare Equity Analysis

Final Draft: June 10, 2022

Prepared by Four Nines Technologies



Table of Contents

- 1 Introduction.....1
- 2 Overview of Proposed Fare Changes.....2
- 3 Title VI Policies.....5
 - 3.1 Disparate Impact and Disproportionate Burden Policies5
- 4 Fare Equity Analysis Methodology8
 - 4.1 Average Fare Analysis.....8
 - 4.2 Retail Access Analysis 12
- 5 System Ridership Demographics Overview15
 - 5.1 Ethnicity Assumptions 15
 - 5.2 Income Assumptions 15
 - 5.3 Ridership Demographics..... 16
- 6 Fare Change Proposal18
 - 6.1 Payment and Media Changes 19
 - 6.2 Media Distribution Changes 21
 - 6.2.1 New Amp Customer Payment System Media 25
 - 6.2.2 Existing CapMetro App 26
 - 6.2.3 Other Existing Fare Media 26
 - 6.3 Discount Fare Eligibility 27
 - 6.3.1 Low-Income Fare Eligibility Verification and Payment Process..... 27
- 7 Fare Proposal Outreach.....29
 - 7.1 Public Outreach Overview 29
 - 7.2 Summary of Public Comments 29
 - 7.3 Changes to Proposal 29
 - 7.4 Board Adopted Fare Change 29
- 8 Average Fare Analysis Findings.....30
- 9 Retail Access Analysis Findings35
- 10 Cumulative Findings and Mitigations40
- Appendix A: CapMetro Title VI Policies41
- Appendix B: List of Census Block Groups Used in the Retail Access Analysis46
- Appendix C: Detailed Average Fare Analysis Tables.....57

1 Introduction

Title VI of the Civil Rights Act of 1964 (“Title VI”) ensures that “no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Capital Metropolitan Transportation Authority (“CapMetro”) has committed to the Federal Transit Administration (FTA) Title VI objectives set forth in Circular 4702.1B, ensuring that FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, or national origin.

This analysis of the proposed fare changes as part of the launch of CapMetro’s Amp customer payment system, including the introduction of fare capping and a low-income discount category (“Equifare”) was prepared in conformity with the guidelines laid out in Chapter IV and Appendix K of FTA Circular 4702.1B, Fare Equity Analysis.

The Fare Equity Analysis described herein assesses whether the proposed fare changes for fixed-route services would result in either Disparate Impacts on minority customers or a Disproportionate Burden on low-income customers. The proposed fare changes being presented by CapMetro are the basis of this Fare Equity Analysis. The analysis does not consider changes to Pickup, MetroAccess, MetroBike, and MetroRideshare services.

The Average Fare Analysis and Retail Access Analysis conducted as part of this Fare Equity Analysis found that the proposed fare changes would not result in a Disparate Impact on minority customers or Disproportionate Burden on low-income customers. Given that there were no findings of Disparate Impact or Disproportionate Burden, no mitigations are needed to proceed with the implementation of the proposed fare changes and new Amp customer payment system.

2 Overview of Proposed Fare Changes

CapMetro has undertaken a Fare Structure Study to prepare for the full launch of its new customer payment system (“Amp”) and to develop a fare strategy to guide CapMetro as it builds out Project Connect. The Fare Structure Study was guided by the 2010 Fare Policy approved by the CapMetro Board of Directors in December 2010.

The key objectives of the Fare Structure Study include:

- Providing data to help inform a fare strategy;
- Reviewing the current state of CapMetro’s fare structure, policies, pricing, products, programs, and technologies;
- Evaluating alternative fare approaches to the current state; and
- Preparing for implementation of Amp.

Prior to the commencement of the Fare Structure Study, CapMetro identified six key components to their Fare Strategy: equity, ridership, programs, technology, responsiveness, and fare structure. The Fare Structure Study was conducted in seven tasks, which included project initiation, a current state analysis including peer benchmarking, a review of fare structure approaches, analysis of fare alternatives including fare modeling, formation of recommendations, completion of a Title VI Fare Equity Analysis of the proposed recommendations including public outreach on the recommendations, and adoption of the fare structure changes.

The proposed fare changes include the implementation of the new Amp customer payment system that enables customers to use a smartphone or a smart card to pay their fare. The system introduces new opportunities for CapMetro to restructure fares to promote equity by leveraging the fare capping capabilities of the new Amp customer payment system and introducing a new low-income discount category (“Equifare”) that provides a 15-20% discount on the Standard Fare (non-discounted) for customers in households at or below 200% of the federal poverty guidelines. In addition to introducing Equifare for income-eligible customers, fare capping increases the affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent Day or 31-Day Pass price. Additional policy changes are discussed further in Section 6. Fare Change Proposal.

The following tables summarize the proposed fare changes.

Table 1: CapMetro App

	Existing	Proposed
Fare Structure	<ul style="list-style-type: none"> - Day (24-hour), 7-Day, and 31-Day rolling period passes on the CapMetro App, including joint passes with MetroBike 	<ul style="list-style-type: none"> - Introduction of stored value with daily (service day) and calendar monthly fare capping (at current Day and 31-Day Pass pricing) - Elimination of Single Ride tickets and 7-Day and 31-Day Passes in the upgraded CapMetro App - Elimination of MetroBike joint passes - The rolling Day Pass valid for 24 hours becomes Day Pass valid for the service day
Stored Value Load	<ul style="list-style-type: none"> - Customers can load value through the CapMetro App or at Vanilla Direct cash reload locations (also known as cash-to-mobile network) 	<ul style="list-style-type: none"> - In addition to current locations, customers can load value through the Customer Web Portal and at the Transit Store - No minimum load through the Customer Web

	Existing	Proposed
	<ul style="list-style-type: none"> Minimum load set by the Vanilla Direct cash reload locations, ranging from \$1 to \$5. No minimum load for loads through the CapMetro App 	<p>Portal. Minimum load at the Transit Store is \$1</p>
Pass Purchase (App)	<ul style="list-style-type: none"> Customers can purchase a Day Pass (24-hour), 7-Day, and 31-Day passes, as well as joint passes with MetroBike, in the CapMetro App There is no minimum load at any location for pass purchases 	<ul style="list-style-type: none"> Customers can purchase a Day Pass (service day) in the CapMetro App There is no minimum load at any location for pass purchases
Pass Purchase (Hard Passes)	<ul style="list-style-type: none"> Customers can purchase a Day Pass (24-hour), 7-Day, and 31-Day passes at Transit Store and HEB select stores Passes are in a rolling basis 	<ul style="list-style-type: none"> No change
Account Registration	<ul style="list-style-type: none"> Unregistered mobile account not available Account registration requires first and last name, email, password, and phone number (optional). Alternatively, sign in with Apple, Facebook, or Google 	<ul style="list-style-type: none"> No change
Fee and Access	<ul style="list-style-type: none"> No fee for the app Available from the Google Play and Apple App Store Data charges may apply 	<ul style="list-style-type: none"> No change
Negative Balance	<ul style="list-style-type: none"> Not available 	<ul style="list-style-type: none"> Up to one ride negative. Amount varies by service type (Local vs. Commuter) and rider category (Standard Fare vs. Reduced Fare vs. Equifare)

Table 2: Amp Smart Card Policies

	Proposed
Fare Structure	<ul style="list-style-type: none"> Introduction of stored value Daily (service day) and calendar monthly fare capping (at current day and 31-Day Pass pricing)
Stored Value Load	<ul style="list-style-type: none"> Customers can load value through the CapMetro App, at Vanilla Direct cash reload locations, through the Customer Web Portal, and at the Transit Store Minimum load set by the Vanilla Direct cash reload locations, ranging from \$1 to \$5. No minimum load for loads through the CapMetro App or through the Customer Web Portal. Minimum load at the Transit Store \$1
Pass Purchase	<ul style="list-style-type: none"> Customers can purchase a Day Pass (service day) to use with their smart card There is no minimum load at any location for pass purchases
Account Registration	<ul style="list-style-type: none"> No registration required. Customer can load money and benefit from fare capping without registering the account Account registration required for Reduced Fare and Equifare customers with entitlement to pay the discounted fare on the account Account registration requires first and last name, email, password, and phone number (optional)

	Proposed
Fee and Access	<ul style="list-style-type: none"> - Each customer must have their own smart card - Free initial card, initial and/or replacement cards may have a fee in the future (and would be subject to a separate Fare Equity Analysis) - Cards distributed at the Transit Store and by mail through the Customer Web Portal and by calling the Transit Store (at launch, marketing efforts to be planned to distribute cards to promote adoption) - Smart cards ordered through the Customer Web Portal will not be subject to the \$2.00 shipping fee applied to all other online orders that must be paid with a credit or debit card - Smart cards ordered by calling the Transit Store are not subject to any shipping fees and do not require a credit or debit card to order
Negative Balance	<ul style="list-style-type: none"> - Up to one ride negative. Amount varies by service type (Local vs. Commuter) and rider category (Standard Fare vs. Reduced Fare vs. Equifare)

Table 3: Equifare (Low-Income Fare Category)

	Proposed
Pricing / Discount	<ul style="list-style-type: none"> - Introduction of discounted fare for eligible low-income customers enrolled in Equifare (15-20% discount off the Standard Fare Single Ride and daily and monthly fare caps)
Eligibility	<ul style="list-style-type: none"> - Up to 200% of federal poverty guidelines - Eligibility valid for 2 years from enrollment
Application Process	<ul style="list-style-type: none"> - Customer must complete an application and provide proof of income or documentation showing proof of enrollment in an accepted public assistance program upon request, or self-certification that applicant is eligible for Equifare and able to provide documentation upon request during auditing process (applicants will also have option to submit documentation at time of application) - Applications will be accepted online and at the Transit Store on weekdays between 8:30 am and 4:30 pm, as well as at community engagement events. - Applicants will be required to provide: first and last name, phone number or email address, date of birth, address, and photo ID or proof of identity
Access to Discounted Fare	<ul style="list-style-type: none"> - Requires use of the upgraded CapMetro App or Amp smart card with Equifare entitlement on their account to receive the discount. Entitlement will be set up on account by CapMetro staff - Equifare discount only available on the Amp smart card or upgraded CapMetro App—no Equifare discounts given for other fare media such as cash - No separate ID required for these customers; eligibility is electronically enforced

Additional fare structure changes were explored as part of the Fare Structure Study and deferred, in particular base fare adjustments to align with the average fare assumptions in Project Connect fare revenue forecasts. At this time, CapMetro decided to focus on financial relief to help in the rebuilding of ridership post-pandemic. CapMetro may implement base fare adjustments and other fare structure changes, including discontinuation of legacy fare media and products, as part of the full fare restructuring anticipated for implementation in an upcoming year that will be subject to a separate Fare Equity Analysis.

3 Title VI Policies

Title VI of the Civil Rights Act of 1964, Section 601 states:

No persons in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

It is CapMetro's objective to avoid, minimize, or mitigate disproportionately high and adverse impacts on minority and low-income populations. As a recipient of financial assistance from the Federal Transit Administration (FTA), CapMetro is required to comply with Title VI of the Civil Rights Act of 1964 and its own Title VI Program adopted in accordance with same by evaluating major service and fare changes at the planning and programming stages to determine whether those changes have discriminatory impacts, including Disparate Impacts on minority populations and/or Disproportionate Burdens on low-income populations.

According to the Federal Department of Transportation, equity in the provision of transit service is described as "providing equal levels of service to minority and non-minority residents of the urbanized area. Levels of service, in turn, are defined in terms of capital allocation and accessibility." ¹ The metrics of discrimination that could be monitored for disparate treatment include fare structures that could consistently cause minority-group customers to bear a higher fare burden than the overall riding public, access to specialized fare media, or methods of communication to populations with Limited English Proficiency. However, a Title VI Equity Analysis should not replace good program planning, which should be an on-going process that considers equity among other factors when designing fare changes, service changes, or discretionary policies and programs.

In June 2021, CapMetro's Board of Directors adopted a set of new Title VI Policies in accordance with FTA Circular 4702.1B, Title VI Requirements and Guidelines for FTA Recipients. CapMetro maintained their 2% threshold for determining a Disparate Impact or Disproportionate Burden of a fare modification as established in CapMetro's Disparate Impact Policy and Disproportionate Burden Policy. Accordingly, if the ratio of the impact on minority to non-minority populations or low-income to non-low-income populations is more than 2%, then the proposed change would be determined to pose a potential Disparate Impact or Disproportionate Burden.

3.1 Disparate Impact and Disproportionate Burden Policies

The Federal Transit Administration (FTA) requires that transit agencies assess whether a proposed fare change or major service change would have a "Disparate Impact" on minority populations, or "Disproportionate Burden" on low-income populations, under Title VI of the Civil Rights Act of 1964, Title 49 C.F.R. Section 21.5(b)(2) and (b)(7), and Appendix C to Title 49 C.F.R. part 21. Pursuant to FTA Circular 4702.1B, FTA requires fixed-route public transit agencies to clearly establish, with input through a public engagement process, threshold definitions for measuring Disparate Impacts and Disproportionate Burdens.

¹ Transit Cooperative Research Program, Legal Research Digest: "The Impact of Civil Rights Litigation Under Title VI and Related Laws on Transit Decision Making", TCRP Project J-5, Washington, D.C. June 1997

To comply with the requirements of FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients, CapMetro sought public comment on its proposed Major Service Change, Disparate Impact and Disproportionate Burden policies. These three policies were consolidated into one policy, named “Title VI Policies.” CapMetro conducted several public meetings (April 30, 2021, May 3, 2021, May 10, 2021, and May 19, 2021) via Zoom to accommodate COVID protocols. A public hearing was held on May 12, 2021, to solicit public testimony on the proposed changes to the policies. The public meetings were held at different times of the day to provide the fullest opportunity for public engagement. CapMetro advertised these meetings on its website, and social media channels. CapMetro also welcomed public comments via telephone, e-mail, and online through its website comment portal and social media channels. Additionally, CapMetro posted its Proposed Title VI Policies online throughout the public notice and comment phase.

The Board of Directors adopted the CapMetro Title VI Policies that includes its Major Service Change Policy, Disparate Impact Policy, and Disproportionate Burden Policy on June 28, 2021. The adopted policies are included in **Appendix A**. The policies are to be used by CapMetro for analysis of proposed fare changes and major service changes.

The Disparate Impact and Disproportionate Burden policies establish threshold standards for evaluating the equity impacts and the distribution of adverse effects and benefits caused by any fare change or major service change. These thresholds enable CapMetro to determine whether minority and low-income customers would be disproportionately impacted by the adverse effects of the proposed changes or whether non-minority and/or non-low-income customers would disproportionately benefit by the proposed changes. These thresholds are based on the cumulative impact of the proposed service or fare change.

Disparate Impact on Minority Populations: Service or fare changes are determined to have a Disparate Impact on minority populations if the adverse impacts experienced by minority riders is greater than 2% when compared to the adverse impacts experienced by non-minority populations. Additionally, if benefits associated with service or fare changes accrue to non-minority populations greater than 2% when compared to minority populations, then this change will be determined to have a Disparate Impact.

Disproportionate Burden on Low-Income Populations: Service or fare changes are determined to have a Disproportionate Burden on low-income populations if the adverse impacts experienced by low-income riders is greater than 2% when compared to the adverse impacts experienced by non-low-income populations. Additionally, if benefits associated with service or fare changes accrue to non-low-income populations greater than 2% when compared to low-income populations, then this change will be determined to have a Disproportionate Burden.

3.1.1 Fare Changes

CapMetro defines a fare change as any increase or decrease of fares, whether applicable to the entire transit system, or on certain transit modes, or by fare payment type or fare media. The definition of fare change does not include instances where all passengers ride free such as “Ozone Action Days”, or temporary fare reductions that are mitigating measures for other activities such as construction, or promotional fare reductions, so long as the temporary fare reduction or promotional reduction does not last longer than six months.

Prior to adopting a fare change, CapMetro must conduct a fare equity analysis and analyze specific elements of the proposed structure, along with the recommended pricing schema, to determine whether the changes would result in impacts that exceed the threshold established by the policies.

3.1.2 Adverse Effects

For the fare equity analysis, adverse effects include an increase in cost or a reduction in accessibility of fare media. Meanwhile, benefits include a decrease in cost, increase in discounts for certain fare types or customer populations, or increase in accessibility of fare media. The analysis contained within this report uses CapMetro's adopted thresholds for determining Disparate Impacts and Disproportionate Burdens.

4 Fare Equity Analysis Methodology

For proposed changes that would increase or decrease the fares on the entire system, or on certain transit modes, or by fare payment type or fare media, CapMetro shall analyze any available information generated from passenger surveys indicating whether minority and/or low-income customers are disproportionately more likely to use the mode of service, payment type, or payment media that would be subject to the fare change.

The typical measure of Disparate Impact or Disproportionate Burden involves a comparison between the proportion of persons in the protected class (i.e., minority or low-income populations) who are adversely affected by the service or fare change and the proportion of persons not in the protected class (i.e., non-minority or non-low-income) who are adversely affected.²

Based on the Federal Guidance and the CapMetro Title VI Policies, CapMetro shall—

- (i) Determine the number and percent of users of each fare media being changed;
- (ii) Review fares before the change and after the change;
- (iii) Compare the differences for each particular fare media between minority users and overall users;
and
- (iv) Compare the differences for each particular fare media between low-income users and overall users.³

A fare equity analysis compares the existing fare to proposed changes and calculates the absolute change as well as the percent change. Utilizing the Disparate Impact and Disproportionate Burden Threshold, a determination will be made as to whether the fare change will result in adverse effects that are disproportionately borne by the minority or low-income populations, respectively. The thresholds are also used to assess whether the proposed changes disproportionately benefit non-minority or non-low-income populations.

The Fare Equity Analysis in this report consists of two components:

- **Average Fare Analysis** that assesses the effects of the proposed fare changes on the average fare paid per boarding to determine whether minority or low-income customers are disproportionately adversely impacted by the changes or whether non-minority or non-low-income customers disproportionately benefit from the changes.
- **Retail Access Analysis** that assesses the population's proximity to the Amp retail network to determine whether minority or low-income populations have similar access compared to non-minority or non-low-income populations.

4.1 Average Fare Analysis

The Four Nines Fare Model, which was calibrated by using Fiscal Year 2019 (FY 2019) CapMetro ridership data, fare product sales, passenger survey data, and estimated average fare per boarding, has been used for the Average Fare Analysis. While the Four Nines Fare Model projects ridership and revenue changes with the application of

² Federal Circular: C4702.1B Chap IV-10

³ Federal Circular C4702.1B Chap. IV-19

fare elasticities and changes in the average fare per boarding due to pricing changes, the Average Fare Analysis does not assume ridership changes due to application of fare elasticities. Further, the Average Fare Analysis is based on FY 2019 data, and therefore does not reflect the decrease in ridership due to the ongoing COVID pandemic. The only changes considered are those associated with the changes in the average fare per boarding due to pricing changes. In addition to ignoring changes associated with application of elasticities, several additional modifications were made to the Four Nines Fare Model ridership and revenue data. Ridership and revenue associated with Pickup, MetroAccess, MetroBike, and MetroRideshare services were excluded as they are not subject to current Title VI evaluation requirements. Non-fare related revenue adjustments (e.g., Accounts Payable Discounts, Retail Outlet Sales Discounts, etc.) were also excluded.

4.1.1 Data

For customer demographic data, Four Nines used the 2015 Origin and Destination Survey (2015 OD Survey), as it provides the most current and comprehensive information on items related to customer demographics and fare payment. The 2015 OD Survey contains information collected by Creative Consumer Research, a contractor hired by the CapMetro Planning Department, whose research surveyors conducted 21,153 surveys for CapMetro's rail and fixed-route bus systems.

In early 2020, CapMetro began collecting surveys for the 2020 Origin and Destination Survey (2020 OD Survey), but the survey was interrupted and ultimately stopped due to COVID. The 2020 OD Survey collected approximately 13,821 survey responses prior to interruption, but the results were not used for the current Title VI analysis due to concerns that they may not accurately reflect the systemwide demographics of customers as the survey sampling plan was never completed due to the COVID interruption.

4.1.2 Assumptions

The 2015 OD survey, while comprehensive with a significant number of survey responses, does have some limitations. Low response rates for some fare products, and the absence of some fare payment options on the survey posed several challenges. The Average Fare Analysis attempts to address the limitation of the data by using demographics for similar fare payment types.

A number of key assumptions were also made regarding customer migration to the Amp customer payment system, participation in the Equifare discount program, and the impact of fare capping on customers.

The following demographic assumptions were used in the Average Fare Analysis:

- Demographics for the Commuter 7-Day Pass were aggregated with the demographics for the Commuter 31-Day Pass, due to too few survey responses.
- Demographics for all Commuter, Reduced Fare products were aggregated with the demographics for the Local, Reduced Fare products, due to too few survey responses. For example, for Reduced Fare Day Pass demographics, responses for Commuter and Local services were combined.
- The survey did not allow respondents to indicate whether they were using a Discount Pass Program (DPP) or Transit Empowerment Fund (TEF) product. For these products, it was assumed that all customers were

low-income, and assumed the ethnicity demographics were the same as those of the underlying fare product (e.g., Local, Standard Fare, Day Pass).

- Demographics for the Kids Ride Free program were assumed to have the same demographics as Child and Student rider category survey respondents but excluded surveys where the respondent stated that they used a University of Texas, Austin ID, other Student Pass, or Business Pass product. Kids Ride Free launched in June 2018 after the 2015 OD Survey was conducted.
- Demographics for the Other Free Fares were assumed to have the same demographics as those respondents that reported their fare payment method as a free ride or received a free fare as a CapMetro employee dependent.
- Demographics for Special Event Single Ride were assumed to have the same demographics as the systemwide average.
- The survey did not allow respondents to indicate whether they were using a MetroWorks Business pass product. For these products, customers were assumed to have the same demographics as those of the underlying fare product (e.g., Local, Standard Fare, 31-Day Pass).
- Demographics for MetroWorks Government, City of Austin pass program, Travis County pass program, and CAMPO passes were assumed to have the same demographics as Business Pass (COA, ACC, Travis County) survey respondents.
- Demographics for Austin Community College and St. Edward's University higher education programs were assumed to have the same demographics as Student Pass/Semester Pass/Green Pass survey respondents.

Amp customer payment system migration assumptions considered the current share of product purchases by sales channel for Fiscal Year 2021, as this data reflects recent increased migration and adoption of the CapMetro App. Each combination of service type, rider category and fare product and their likelihood of migration to Amp were considered individually. The following assumptions related to the migration of customers to the Amp customer payment system were used in the Average Fare Analysis:

- Of customers already using the CapMetro App, 100% are assumed to migrate to the Amp customer payment system.
- Of customers purchasing fares online or from the Transit Store, 50% are assumed to migrate to the Amp customer payment system.
- Of customers purchasing fares at the farebox, from ticket vending machines, and from H-E-B, 25% are assumed to migrate to the Amp customer payment system.

Depending on the service type, rider category and fare product, the range of Amp adoption assumptions range from 28% to 88%, with an average adoption rate of 44% of boardings.

Equifare low-income discount program participation assumptions considered the planned program enrollment process, the applicant self-certification process, customer privacy preferences, and the experience of other transit agencies that have implemented low-income discount programs. Additionally, the Equifare discount will only be available using an Amp smart card or upgraded CapMetro App, so consideration was given to the ability of customers to migrate to Amp. For each combination of service type, rider category and fare product, total Standard Fare boardings based on income-eligibility were estimated based on output from the 2015 OD Survey and the Four Nines Fare Model. The results suggest that up to 72% of Standard Fare customer boardings would

be eligible for Equifare based on household size and income. For each of these income-eligible customers, it was assumed that 25% of customer boardings would participate in the Equifare program. This participation assumption attempts to reflect the fact that some customers are unlikely to realize that they qualify for the program, may not have appropriate documentation to prove their eligibility, or may choose not to enroll in the program due to personal privacy concerns or other reasons. While it is unclear what level of Equifare participation may occur, for the Average Fare Analysis, it is most conservative to assume a smaller Equifare participation by income-eligible Standard Fare customers; as Equifare participation increases, low-income customers will benefit to a greater degree compared to non-low-income customers.

Fare capping assumptions used in the Average Fare Analysis considered the migration of customers to the Amp customer payment system, the usage rate of different fare products and their likelihood of reaching a fare cap, and the approximate change in average fare that those customers might experience. Use of the Amp customer payment system is required in order to receive fare capping benefits. A detailed fare capping analysis was undertaken for CapMetro in February 2020 and formed the basis for some of the change in average fare assumptions. The fare capping impacts on the average fare range from -8% to -32%, depending on the service type, rider category and fare product.

The following assumptions related to fare capping were used in the Average Fare Analysis:

- As noted earlier in this section, Amp customer payment system adoption assumptions were applied to each unique combination of service type, rider category and fare product based on recent fare product sales by channel.
- For each customer segment, the number of customers that would benefit from fare capping was estimated based on pass utilization data and 2015 OD Survey data. For 7-Day Pass and 31-Day Pass customers, detailed ridership data by unique pass was analyzed to understand how many customers would not reach the monthly fare cap and would therefore pay less than the current 31-Day Pass price. For 7-Day Pass customers, the analysis assumed the purchase of four, 7-Day Passes throughout the month.
- For Single Ride and Day Pass customers, survey data from the 2015 OD Survey was used to determine what share of customers traveled 3-4 days per week or more. These customers were assumed to reach or exceed the daily fare cap and would benefit from fare capping. As part of the Average Fare Analysis, boardings made by customers traveling 3-4 days per week or more were separated from those made by customers traveling fewer than 3 days per week to reflect which customers would reach the fare cap and which customers would not reach the fare cap.
- The change in average fare for each of customer segments was based on revenue loss estimates from the February 2020 fare capping analysis undertaken for CapMetro. The percent change in fare revenue for each customer segment in the earlier analysis was applied in the Average Fare Analysis as a percentage change to the average fare.

4.2 Retail Access Analysis

The proposed fare changes include the implementation of the new Amp customer payment system that enables customers to use an Amp smart card or upgraded CapMetro App to pay their fare. Customers must have means to load value to their Amp accounts. In addition to the ability to load value using credit or debit card through the new upgraded CapMetro App or online through the Customer Web Portal, the new Amp system will leverage CapMetro's existing cash-to-mobile reload network for the CapMetro App to enable customers to load cash to their Amp accounts (note: credit and debit cards are not accepted at these reload locations). Customers will also have the ability to obtain an Amp smart card and load value to their Amp accounts at the Transit Store, using cash as well as credit and debit cards. This cash reload network will be important not only for Standard Fare and Reduced Rare Amp customers but all Equifare customers, as fare capping and the discounted fare for Equifare are available exclusively through the Amp system.

The proposed changes will not impact cash customers, customers purchasing passes at the Transit Store, H-E-B, and by mail through the Customer Web Portal, or customers receiving passes through organizations participating in MetroWorks, Discount Pass Program, or Transit Empowerment Fund. Cash customers will continue to have the option to pay the Single Ride fare or purchase a Day Pass onboard the bus at the farebox or at a ticket vending machine. Passes sold at the Transit Store, H-E-B, and by mail through the Customer Web Portal will eventually be discontinued but are not proposed to be discontinued at this time. Rolling 7-Day and 31-Day Passes sold through these channels will remain rolling 7-Day and 31-Day Passes, while rolling Day Passes valid for 24 hours will become Day Passes valid until the end of the service day. The transition to service Day Passes is to align with fare capping and to minimize confusion among customers. Should CapMetro decide to eliminate those fare payment methods, a Fare Equity Analysis would be needed prior to implementing the change.

Customers using the new Amp customer payment system will need to load value to their accounts using a credit or debit card through the upgraded CapMetro App or the Customer Web Portal or seek a reload location to purchase a pass or add value using cash to their Amp accounts. To mitigate the need to have a credit or debit card to load value, the new Amp customer payment system will leverage the current cash-to-mobile network for the CapMetro App. The network enables everyone, including those who do not have access to a credit or debit card to load value through the app or online, to have access to the benefits of the new Amp system, including benefits of fare capping. However, it is worth noting that at the onset of implementation, the cash reload network will not distribute fare media, except at the Transit Store and by mail through the Customer Web Portal or by calling the Transit Store. Customers using the new Amp system will need to use their own compatible smartphone or obtain a smart card by calling or visiting the Transit Store to load value to their accounts. The Transit Store is open weekdays from 8 am to 5 pm. CapMetro will distribute Amp smart cards for free; Amp smart cards ordered through the Customer Web Portal will not be subject to the \$2.00 shipping fee applied to all other online orders that must be paid with a credit or debit card. Smart cards ordered by calling the Transit Store are not subject to any shipping fees and do not require a credit or debit card to order.

To determine whether equity issues related to the Amp reload network will arise, a Geographic Information System (GIS) map-based analysis was completed to assess minority and low-income populations' access to the existing cash-to-mobile reload network and the Transit Store. The new customer payment system will use the InComm Vanilla Direct network, which includes more than 280 potential reload locations, including 7-Eleven, Walgreens, CVS Pharmacy, Family Dollar, Dollar General, Walmart and more. Of these more than 280 reload

locations, 165 reload locations are within a half mile of a fixed-route stop. With the launch of the Amp customer payment system, customers may also visit the Transit Store to load value on their mobile account. While InComm Vanilla Direct outlets accept only cash to load funds, customers at the Transit Store will be able to load funds with cash as well as credit and debit cards.

The Retail Access Analysis was conducted by mapping the locations of the existing cash-to-mobile reload locations and the Transit Store, which were overlaid on the minority and low-income populations to compare the percentages of minority and low-income populations with access to the network compared to the access of non-minority and non-low-income populations. The same mapping exercise was conducted to determine a base population with access to CapMetro fixed-route stops. Access to reload locations was defined as a quarter-mile buffer around a reload location, and access to the service area was defined as a half-mile buffer around a fixed-route stop.

The following are the steps undertaken in determining population within a half-mile of a CapMetro fixed-route stop:

1. Mapped individual CapMetro fixed-route stops, and created a half-mile buffer around the fixed-route stops.
2. Census block groups where the block group boundary intersected with the half-mile buffer around a fixed-route stop were selected. The populations in these block groups are deemed to have access to a fixed-route stop and serve as the base service population.
3. In the selected Census block groups, identified the total overall, minority, non-minority, low-income, and non-low-income populations.

The following are the steps undertaken in determining population within a quarter-mile of the existing cash-to-mobile reload network and the Transit Store:

1. Mapped individual existing cash-to-mobile reload locations and the Transit Store and identified locations within a half-mile of a fixed-route stop. While Incomm Vanilla Direct has several outlets that are further than a half-mile from a fixed-route stop, the Retail Access Analysis focuses on only the outlets within a half-mile as a proxy for access to the service area.
2. For the reload locations within a half-mile of a fixed-route stop and the Transit Store, created a quarter-mile buffer around the locations.
3. Census block groups where the block group boundary intersected with the quarter-mile reload location buffer were selected. The populations in these block groups are deemed to have access to a reload location.
4. In the selected Census block groups, identified the total overall, minority, non-minority, low-income, and non-low-income populations to determine the percentage of each population's access to the reload network.
5. Compared the difference (percentage points) in the percentage of minority populations with access to the reload network to the percentage of non-minority populations with access. Compared the similar percentage points for low-income and non-low-income populations.
6. Created maps using Census block group level data from the American Community Survey (ACS) for the service area. For purposes of map creation, Census block groups were considered "minority Census block

groups” when the percentage of minority population is greater than the systemwide average of 52.6%. Census block groups were considered “low-income Census block groups” when the percentage of low-income population is greater than the systemwide average of 16.7%.

4.2.1 Data

The Retail Access Analysis uses the American Community Survey (ACS) 2019 5-year dataset tables B03002 (Hispanic or Latino Origin by Race) and C17002 (Ratio of Income to Poverty Level in last 12 months) from the U.S. Census Bureau to assess minority and low-income status. ACS data was used at the block group level. It should be noted that the block groups within the CapMetro service area can be very large. However, the data represents the finest granularity available, as required by the Title VI Circular C4702.1B. **Appendix B** includes the listing of block groups used in the Retail Access Analysis.

The analysis also used existing cash-to-mobile reload locations, the Transit Store location, and fixed-route stop locations to identify block groups with access to these reload locations and to the CapMetro service area.

4.2.2 Assumptions

For the purpose of the Retail Access Analysis, minority populations are those not identified as “White Alone, Not Hispanic or Latino” from the ACS 2019 5-year dataset table B03002; and low-income populations are those deemed low-income by CapMetro’s low-income definition. CapMetro defines low-income populations as those whose household income is at or below 125% of the U.S. Department of Health and Human Services (HHS) Poverty Guidelines. Populations at or below 125% of the Federal Poverty Level were identified using the ACS 2019 5-year dataset table C17002.

5 System Ridership Demographics Overview

The following provides an overview of CapMetro’s systemwide ridership taken from the 2015 OD Survey conducted by Creative Consumer Research which is the most recent onboard survey with the detailed information needed for the Fare Equity Analysis.

These demographic statistics were considered in the development of the proposed fare changes in order to minimize or avoid the potential for changes to result in Disparate Impacts on minority customers or a Disproportionate Burden on low-income customers.

5.1 Ethnicity Assumptions

For purposes of the Fare Equity Analysis, minority populations are those who have not identified themselves as only “White/Anglo” on the 2015 OD Survey. While the survey allowed individuals to indicate “Mixed Race”, those responding as only “White/Anglo” are listed as non-minority. Mixed ethnicity was categorized as “minority.” Our analysis did not include those who refused to respond to the ethnicity question. The ethnicity categories in the survey include:

1. African American
2. Hispanic/Latino
3. Asian
4. Native American
5. White/Anglo
6. Mixed Race

5.2 Income Assumptions

For purposes of the Disproportionate Burden Policy, CapMetro defines low-income populations as those whose household income is at or below 125% of the U.S. Department of Health and Human Services (HHS) Poverty Guidelines.

Because the 2015 OD Survey, which was conducted between February and May 2015, asked respondents for their total annual household income, we used the 2014 Poverty Guideline to determine which populations would be considered low-income. Table 4 provides the 2014 U.S. HHS Poverty Guidelines and the corresponding CapMetro low-income definitions by household size. Because the 2015 OD Survey asked both household income and household size, we were able to use household size and income to categorize each individual survey respondent accurately using U.S. HHS Poverty Guidelines. Table 5 presents the income categories used in the 2015 OD Survey. Our analysis did not include those who refused to respond to both the household income and household size questions, since they could not be properly categorized.

Table 4: 2014 HHS Poverty Guidelines

Persons in Family/Household	Poverty Guideline	125% of Poverty Guideline
1	\$11,670	\$14,588
2	\$15,730	\$19,663
3	\$19,790	\$24,738
4	\$23,850	\$29,813
5	\$27,910	\$34,888
6	\$31,970	\$39,963
7	\$36,030	\$45,038
8	\$40,090	\$50,113
For families/households with more than 8 persons:	Add \$4,060 for each additional person	Add \$5,075 for each additional person

Table 5: 2015 OD Survey Household Income Categories

2015 OD Survey Income Categories	
Less than \$4,999	\$30,000 - \$39,999
\$5,000 - \$9,999	\$40,000 - \$59,999
\$10,000 - \$14,999	\$60,000 - \$69,999
\$15,000 - \$19,999	\$70,000 - \$79,999
\$20,000 - \$24,999	\$80,000 - \$100,000
\$25,000 - \$29,999	Over \$100,000

5.3 Ridership Demographics

Figures 1 and 2 provide an overview of systemwide fixed-route ridership by minority and income status for those who responded to ethnicity and income related questions, excluding those who refused to respond. For purposes of the analysis, minority status is characterized as anyone who responded to anything other than only “White/Anglo.” Low-income status was determined through a cross tabulation of income by household size, matching the income to 125% of the federal poverty guidelines, as discussed above. The proportion of low-income customers is notable - about half of CapMetro's customers are considered to be low income.

Figure 1: Ridership Ethnicity

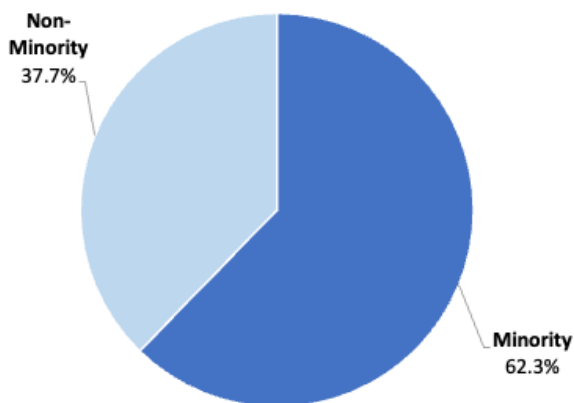
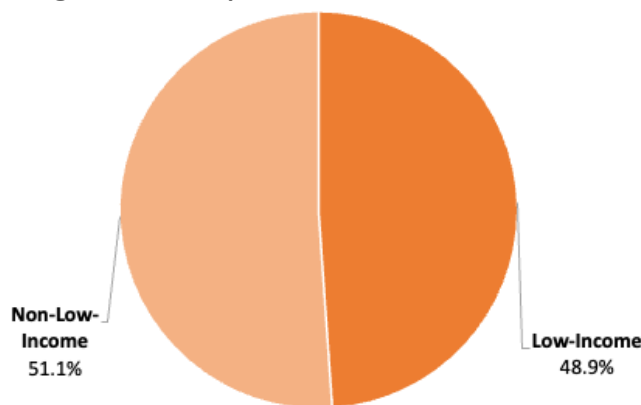


Figure 2: Ridership Income



* Percentages above exclude the 1.6% of weighted respondents that refused to respond to the ethnicity questions and the 29.5% of weighted respondents that refused to respond to both the household income and household size questions.

To support the Fare Equity Analysis, we performed cross-tabulations of the 2015 OD Survey data for those who responded to ethnicity and income questions to develop a breakdown of demographics by fare payment type. We reviewed the relationship between fare payment type and ethnicity and income as we recognize that various fare changes may impact some protected groups more than others. Table 6 presents the fare payment type by minority and income status, while Table 7 presents the percentage of minority and low-income ridership by fare payment type.

Table 6: Fare Payment Type by Minority and Income Status

Fare Payment Type	Overall	Percent Minority	Percent Non-Minority	Percent Low-Income	Percent Non-Low-Income
Single Ride (cash)	13.3%	13.2%	13.5%	12.7%	12.9%
Single Ride reduced fare (cash)	0.7%	0.6%	0.8%	0.6%	0.6%
Day Pass (cash)	28.5%	30.3%	25.8%	29.0%	28.1%
Day Pass reduced fare (cash)	1.7%	1.9%	1.3%	1.9%	0.9%
7-Day pass	4.6%	4.4%	4.8%	4.2%	5.4%
31-Day pass	19.2%	19.4%	18.5%	18.1%	22.3%
31-Day pass reduced fare	4.0%	3.9%	4.3%	4.3%	3.4%
Stored value card	0.2%	0.1%	0.3%	0.1%	0.3%
UT ID	21.2%	19.9%	23.3%	23.6%	18.7%
Student pass, semester pass, green pass	0.6%	0.6%	0.7%	0.6%	0.5%
Business pass (COA, ACC, Travis County)	2.6%	2.3%	3.0%	1.9%	3.2%
MetroAccess monthly pass	0.4%	0.3%	0.6%	0.2%	0.8%
Employee dependent	0.3%	0.3%	0.3%	0.1%	0.6%
Free	2.5%	2.5%	2.5%	2.4%	2.0%
Other	0.3%	0.3%	0.4%	0.2%	0.5%
Total	100.0%	100.0%	100.0%	100.0%	100.0%

Source: 2015 OD Survey

Table 7: Percentage of Minority and Low-Income Ridership by Fare Payment Type

Fare Payment Type	Percent Minority	Percent Non-Minority	Total	Percent Low-Income	Percent Non-Low-Income	Total
Single Ride (cash)	61.9%	38.1%	100.0%	48.6%	51.4%	100.0%
Single Ride reduced fare (cash)	57.0%	43.0%	100.0%	50.3%	49.7%	100.0%
Day Pass (cash)	66.0%	34.0%	100.0%	49.8%	50.2%	100.0%
Day Pass reduced fare (cash)	70.2%	29.8%	100.0%	67.2%	32.8%	100.0%
7-Day pass	60.4%	39.6%	100.0%	42.6%	57.4%	100.0%
31-Day pass	63.4%	36.6%	100.0%	43.7%	56.3%	100.0%
31-Day pass reduced fare	59.8%	40.2%	100.0%	55.3%	44.7%	100.0%
Stored value card	41.0%	59.0%	100.0%	15.7%	84.3%	100.0%
UT ID	58.7%	41.3%	100.0%	54.7%	45.3%	100.0%
Student pass, semester pass, green pass	56.2%	43.8%	100.0%	54.3%	45.7%	100.0%
Business pass (COA, ACC, Travis County)	56.6%	43.4%	100.0%	35.9%	64.1%	100.0%
MetroAccess monthly pass	46.5%	53.5%	100.0%	22.1%	77.9%	100.0%
Employee dependent	64.3%	35.7%	100.0%	15.6%	84.4%	100.0%
Free	62.2%	37.8%	100.0%	53.9%	46.1%	100.0%
All other	52.2%	47.8%	100.0%	28.5%	71.5%	100.0%
Total	62.3%	37.7%	100.0%	48.9%	51.1%	100.0%

Source: 2015 OD Survey

6 Fare Change Proposal

CapMetro has undertaken a Fare Structure Study to prepare for the full launch of its new customer payment system (Amp) and to develop a fare strategy to guide CapMetro as it builds out Project Connect. The Fare Structure Study was guided by the 2010 Fare Policy approved by the CapMetro Board of Directors in December 2010.

The proposed fare changes include the implementation of the new Amp customer payment system that enables customers to use a smartphone or a smart card to pay their fare. The system introduces new opportunities for CapMetro to restructure fares in order to promote equity by leveraging the fare capping capabilities of the new Amp customer payment system and introducing a new low-income discount category (Equifare).

Proposed fare changes to be implemented in 2022 include:

- Introduction of the new Amp customer payment system that enables customers to use an Amp smart card or new upgraded CapMetro App to pay fares.
- Introduction of calendar-based daily and monthly fare capping for customers using the new customer payment system. Fare capping increases the affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent Day or 31-Day Pass price.
- Streamlining of the fare products within the new upgraded CapMetro App to offer stored value with fare capping for frequent customers and Day Passes for infrequent customers, discontinuing Single Ride, 7-Day Passes, 31-Day Passes, and joint MetroBike Passes in the upgraded CapMetro App. The reduction in fare product options will make the selection process easier for customers, while providing customers with the “best fare” through fare capping.
- Introduction of a new low-income discount category (Equifare) that provides a 15-20% discount on the Standard Fare for customers in households at or below 200% of the federal poverty guidelines. Equifare customers must use an Amp smart card or new upgraded CapMetro App to pay the discounted fare.
- Transition of Day Passes valid for rolling 24 hours available for pre-purchase through the new upgraded CapMetro App to Day Passes expiring at the end of the service day (3:59:59 am) to align with daily service-day fare capping. Service day Day Passes will also be available for customers using an Amp smart card.

As with the CapMetro App today, Reduced Fare customers (and new Equifare customers) will need to obtain an entitlement on their account to pay the discounted fare using Amp. Equifare eligibility will be electronically enforced and not require use of proof of eligibility. For Reduced Fare customers, a Reduced Fare ID (RFID) or proof of eligibility (e.g., driver’s license with date of birth) may be required upon request.

The proposed changes will not impact cash customers, customers purchasing passes at the Transit Store, H-E-B, and by mail through the Customer Web Portal, or customers receiving passes through organizations participating in MetroWorks, Discount Pass Program, or Transit Empowerment Fund. Cash customers will continue to have the option to pay the Single Ride fare or purchase a Day Pass onboard the bus at the farebox or at a ticket vending machine. Passes sold at the Transit Store, H-E-B, and by mail through the Customer Web Portal will eventually be discontinued, but are not proposed to be discontinued at this time. Should CapMetro decide to eliminate those fare payment methods, a Fare Equity Analysis would be needed prior to implementing the change.

Additional fare structure changes were explored as part of the Fare Structure Study and deferred, in particular base fare adjustments to align with the average fare assumptions in Project Connect fare revenue forecasts. At this time, CapMetro decided to focus on financial relief to help in the rebuilding of ridership post-pandemic.

CapMetro may implement base fare adjustments and other fare structure changes, including discontinuation of legacy fare media and products such as passes sold at H-E-B, as part of the full fare restructuring anticipated for implementation in an upcoming year that will be subject to a separate Fare Equity Analysis.

6.1 Payment and Media Changes

Table 8 summarizes the proposed fare pricing changes by fare payment type. With the exception of introducing the new Equifare low-income discount fare category, there are no proposed fare pricing changes. The proposed fare changes do not impact any of CapMetro’s existing pass programs, including MetroWorks, Discount Pass Program, Transit Empowerment Fund, student or employer program interlocal agreements and contracts.

The Amp system will enable CapMetro to introduce fare capping, which offers customers the best fare based on their trip-making behavior. Unlike 7-Day and 31-Day Passes, customers do not need to purchase a pass upfront. With fare capping, customers can pay as they go and have their fares capped on a daily or monthly basis such that they do not exceed the price of a comparable Day or 31-Day Pass. This removes financial barriers for customers who may not be able to pay for a 7-Day or 31-Day Pass upfront as well as increases convenience for customers by providing them the best fare without needing to determine whether to purchase a pass upfront.

Fares paid will accrue towards the applicable fare cap. The following will be the business rules for accommodating fare capping with CapMetro’s multiple service types:

- Local fares paid would count towards both Local and Commuter fare caps
- Commuter fares paid would count towards only the Commuter fare cap
- Once the Local fare cap is achieved, a customer would ride free on Local services and continue to pay Commuter fare until the Commuter fare cap is achieved
- Once the Commuter fare cap is achieved, a customer would ride free on both Local and Commuter services

Table 8 identifies the existing and proposed fare pricing and availability of fare payment type. The fare payment types in blue are new payment methods available (i.e., daily and monthly fare capping and introduction of Equifare). It is also worth noting that the 24-hour rolling Day Pass purchased in the CapMetro App will transition to a Day Pass valid for the service day (i.e., 4:00:00 am through 3:59:59 am). No price changes to existing fare payment types are anticipated.

Table 8: Fare Pricing and Payment Type Availability - Proposed Changes

Existing Fare Payment Type	Existing Price	Proposed Fare Payment Type	Proposed Price
Standard Fare - Local Service			
Single Ride	\$1.25	Single Ride	no change
Day Pass (24-hour rolling)	\$2.50	Day Pass (24-hour rolling)	no change
Day Pass (24-hour rolling)	\$2.50	Day Pass (service day, Amp only)	no change
		Daily Fare Capping (service day)	no change
7-Day Pass (rolling)	\$11.25	7-Day Pass (rolling)	no change
31-Day Pass (rolling)	\$41.25	31-Day Pass (rolling)	no change
		Monthly Fare Capping (calendar)	no change
Standard Fare - Commuter Service			
Single Ride	\$3.50	Single Ride	no change

Existing Fare Payment Type	Existing Price	Proposed Fare Payment Type	Proposed Price
Day Pass (24-hour rolling)	\$7.00	Day Pass (24-hour rolling)	no change
Day Pass (24-hour rolling)	\$7.00	Day Pass (service day, Amp only)	no change
Upcharge		Daily Fare Capping (service day)	no change
7-Day Pass (rolling)	\$27.50	7-Day Pass (rolling)	no change
31-Day Pass (rolling)	\$96.25	31-Day Pass (rolling)	no change
		Monthly Fare Capping (calendar)	no change
Reduced Fare - Local Service			
Single Ride	\$0.60	Single Ride	no change
Day Pass (24-hour rolling)	\$1.25	Day Pass (24-hour rolling)	no change
Day Pass (24-hour rolling)	\$1.25	Day Pass (service day, Amp only)	no change
31-Day Pass (rolling)		Daily Fare Capping (service day)	no change
31-Day Pass (rolling)	\$20.60	31-Day Pass (rolling)	no change
		Monthly Fare Capping (calendar)	no change
Reduced Fare - Commuter Service			
Single Ride	\$1.75	Single Ride	no change
Day Pass (24-hour rolling)	\$3.50	Day Pass (service day, Amp only)	no change
Day Pass (24-hour rolling)	\$3.50	Day Pass (pre-purchased)	no change
31-Day Pass (rolling)		Daily Fare Capping (service day)	no change
31-Day Pass (rolling)	\$48.10	31-Day Pass (rolling)	no change
		Monthly Fare Capping (calendar)	no change
Equifare Fare - Local Service			
not available		Single Ride (Amp smart card or app only)	\$1.00
		Daily Fare Capping (service day)	\$2.00
		Monthly Fare Capping (calendar)	\$33.00
Equifare Fare - Commuter Service			
not available		Single Ride (Amp smart card or app only)	\$3.00
		Daily Fare Capping (service day)	\$6.00
		Monthly Fare Capping (calendar)	\$77.00

As part of the implementation of Amp, CapMetro will be enabling electronic validation and acceptance of the Amp smart card and the new upgraded CapMetro App fare payments on Pickup. As today, fares on Pickup will align with the Local fares and use the same pricing structure. These demand response services are not currently subject to a fare equity analysis under FTA Circular 4702.1B, which only requires service and fare equity analyses for changes to fixed-route services.

No fare changes are proposed to MetroAccess, as MetroAccess is not part of the customer payment system at this time. Similarly, no changes are planned at this time for MetroBike. Joint CapMetro and MetroBike passes will be

discontinued in the upgraded CapMetro App. Fares and the fare structure for MetroAccess and MetroBike will be revised as part of the full fare restructuring anticipated for implementation in an upcoming year.

6.2 Media Distribution Changes

The new customer payment system (Amp) and the proposed fare changes impact the fare payment types available and how they are distributed, including the type of fare media. Table 9 identifies the proposed electronic fare media policy changes. Table 10 identifies the proposed changes to fare product availability and distribution.

Customers using the new Amp system will need to use their own compatible smartphone or obtain an Amp smart card. In addition to distribution of Amp smart cards in person at the Transit Store, by mail by calling the Transit Store, and by mail through the Customer Web Portal, at launch, CapMetro will distribute physical cards through street teams and at community engagement events. The Vanilla Direct cash reload network will not distribute Amp smart cards.

The proposed changes will not impact cash customers, customers purchasing passes at the Transit Store, H-E-B, and by mail through the Customer Web Portal, or customers receiving passes through organizations participating in MetroWorks, Discount Pass Program, or Transit Empowerment Fund. Cash customers will continue to have the option to pay the Single Ride fare or purchase a Day Pass onboard the bus at the farebox or at a ticket vending machine. Should CapMetro decide to eliminate those fare payment methods, a Fare Equity Analysis would be needed prior to implementing the change.

The proposed fare changes also do not impact any existing student or employer program interlocal agreements and contracts.

Table 9: Electronic Fare Media Policies - Proposed Changes

Policy	Existing	Proposed
CapMetro App		
App Cost	<ul style="list-style-type: none"> – No cost for CapMetro App – Available from the Google Play and Apple App Store – Data charges may apply 	<ul style="list-style-type: none"> – No change
Account Registration	<ul style="list-style-type: none"> – Unregistered mobile account not available – Account registration requires first and last name, email, password, and phone number (optional). Alternatively, sign in with Apple, Facebook, or Google – RFID has additional requirements for enrollment but is not maintained in Bytemark system 	<ul style="list-style-type: none"> – No change – Equifare will have additional requirements for enrollment but will not be maintained in Bytemark system
Stored Value Load	<ul style="list-style-type: none"> – Customers can load value through the CapMetro App or at Vanilla Direct cash reload locations (also known as cash-to-mobile network) – Minimum load set by the Vanilla Direct cash reload locations, ranging from \$1 to \$5. No minimum load for loads through the CapMetro App 	<ul style="list-style-type: none"> – In addition to current locations, customers can load value through the Customer Web Portal and at the Transit Store – No through the Customer Web Portal. Minimum load at the Transit Store \$1

Policy	Existing	Proposed
Pass Purchase	<ul style="list-style-type: none"> – Customers can purchase a Day Pass (24-hour), 7-Day, and 31-Day passes, as well as joint passes with MetroBike, in the CapMetro App – There is no minimum load at any location for pass purchases 	<ul style="list-style-type: none"> – Customers can purchase a Day Pass (service day) in the CapMetro App – There is no minimum load at any location for pass purchases
Balance Protection	<ul style="list-style-type: none"> – Available for customers with registered account 	<ul style="list-style-type: none"> – No change
Multiple Rider Fares	<ul style="list-style-type: none"> – Each customer must have their own mobile ticket – Multiple tickets can be presented on a single smartphone in the CapMetro App 	<ul style="list-style-type: none"> – Multiple customers can travel using the same smartphone by presenting multiple QR codes in the new upgraded CapMetro App. Fares for customers using stored value are capped separately for the different QR codes associated with separate fare media wallets – For Reduced Fare and Equifare customers using the new upgraded CapMetro App, only one fare would be at the discounted fare. Additional fares would be at the Standard Fare pricing
Fare Passes	<ul style="list-style-type: none"> – Products available: Single Ride tickets, Day (24-hour), 7-Day, and 31-Day rolling period passes, and joint MetroBike day and 31-Day passes 	<ul style="list-style-type: none"> – Products available: Day Pass (service day)
Fare Capping	<ul style="list-style-type: none"> – Not available 	<ul style="list-style-type: none"> – Fares for customers will be capped on a daily (service day) and calendar monthly basis
Autoload	<ul style="list-style-type: none"> – Autoload of value available based on dollar threshold that requires second step to purchase ticket/pass 	<ul style="list-style-type: none"> – Autoload of value available based on dollar threshold or on weekly or monthly basis
Negative Balance	<ul style="list-style-type: none"> – Not available 	<ul style="list-style-type: none"> – Up to one ride negative. Amount varies by service type (Local vs. Commuter) and rider category (Standard Fare vs. Reduced Fare vs. Equifare)
Amp Smart Card		
Smart Card Fee and Access	<ul style="list-style-type: none"> – Not available 	<ul style="list-style-type: none"> – Free initial card, initial and/or replacement cards may have a fee in the future (and would be subject to a separate Fare Equity Analysis) – Distributed at the Transit Store and by mail through the Customer Web Portal and by calling the Transit Store (at launch, marketing efforts to be planned to distribute cards to promote adoption) – The Transit Store is open weekdays from 8 am to 5 pm – Smart cards ordered through the Customer Web Portal will not be subject to the \$2.00 shipping fee will be applied to all other online orders that must be paid with a credit or debit card – Smart cards ordered by calling the Transit Store are not subject to any shipping fees and do not require a credit or debit card to order – No minimum load required for new Amp smart cards
Account Registration	<ul style="list-style-type: none"> – Not available 	<ul style="list-style-type: none"> – No registration required. Customer can load money and benefit from fare capping without

Policy	Existing	Proposed
		registering the account – Account registration requires first and last name, email, password, and phone number (optional) – Equifare and RFID will have additional requirements for enrollment but will not be maintained in Bytemark system
Stored Value Load	– Not available	– Customers can load value through the CapMetro App, at Vanilla Direct cash reload locations, through the Customer Web Portal, and at the Transit Store – Minimum load set by the Vanilla Direct cash reload locations, ranging from \$1 to \$5. No minimum load for loads through the CapMetro App or through the Customer Web Portal. Minimum load at the Transit Store \$1
Pass Purchase	– Not available	– Customers can purchase a Day Pass (service day) to use with their smart card – There is no minimum load at any location for pass purchases
Balance Protection	– Not available	– Available for customers with registered account
Multiple Rider Fares	– Not available	– Each customer must have their own smart card
Fare Capping	– Not available	– Fares for customers will be capped on a daily (service day) and calendar monthly basis
Autoload	– Not available	– Autoload of value available based on dollar threshold or on weekly or monthly basis – Available for customers with registered account and saved payment method
Negative Balance	– Not available	– Up to one ride negative. Amount varies by service type (Local vs. Commuter) and rider category (Standard Fare vs. Reduced Fare vs. Equifare)

Table 10: Fare Distribution - Proposed Changes

Fare Payment Type	Existing	Proposed
Standard Fare and Reduced Fare		
Cash Single Ride		
Onboard	✓	✓
Single Ride Tickets		
TVM	✓	✓
CapMetro App	✓	No longer available for purchase
Day Pass		
Onboard/Transit Store/TVM	✓	✓
CapMetro App	✓	✓
7-Day Pass		
Existing Retail Outlets/Transit Store/By Mail	✓	✓
CapMetro App	✓	No longer available for purchase
31-Day Pass		
Existing Retail Outlets/Transit Store/By Mail	✓	✓
CapMetro App	✓	No longer available for purchase
\$20/\$40 Stored Value Card		
Transit Store	✓	✓
Stored Value Cash Reload*		
Vanilla Direct Cash Reload Locations	✓	✓
Transit Store		✓
New Customer Payment System (Upgraded CapMetro App or New Smart Card)		
Stored Value with Daily and Monthly Fare Capping		
Upgraded CapMetro App/Customer Web Portal		✓
Vanilla Direct Cash Reload Locations/Transit Store		✓
Low-Income Fare (Equipfare)		
Cash Single Ride	Equipfare not available	Equipfare available only with Amp smart card or new upgraded CapMetro App
Single Ride Tickets		
Day Pass		
7-Day Pass		
31-Day Pass		
Stored Value Cash Reload*		
Vanilla Direct Cash Reload Locations		✓
Transit Store		✓
New Customer Payment System (Upgraded CapMetro App or New Smart Card)		
Stored Value with Daily and Monthly Fare Capping		
Upgraded CapMetro App/Customer Web Portal		✓
Vanilla Direct Cash Reload Locations/Transit Store		✓

Abbreviation: TVM = Ticket Vending Machine

*Stored Value only available in CapMetro App (current and upgraded) and Amp smart cards

Fare payment and inspection will not change onboard fixed-route bus services except for the introduction and acceptance of reusable Amp smart cards. Equifare customers will not be provided proof of eligibility and thus will not be required to provide proof of eligibility upon request.

Fare payment and inspection will change on MetroRail. Table 11 summarizes the proposed changes.

Table 11: Electronic Fare Media Policies - Proposed Changes

Policy	Existing	Proposed
Fare Payment and Fare Inspection on MetroRail		
Fare Payment and Inspection	<ul style="list-style-type: none"> – Customer must pre-purchase fare or pass offboard at TVM, Transit Store, H-E-B, Customer Web Portal, or through the CapMetro App – Legacy plastic stored value cards accepted at TVMs – Electronic inspection by MetroRail conductors – Rolling passes are activated upon first use 	<ul style="list-style-type: none"> – Customer must pre-purchase fare or pass offboard at TVM, Transit Store, Retail Outlet, Customer Web Portal or have stored value deducted from Amp/new mobile app account by MetroRail conductors using a Mobile Point of Sale handheld device – Legacy plastic stored value cards accepted at TVMs – Electronic inspection by MetroRail conductors, excluding magnetic stripe tickets – Rolling passes on legacy smart cards are activated upon first use – Visual inspection of magstripe media by MetroRail conductors; no ability to activate upon first use (customer must activate on bus prior to use)

6.2.1 New Amp Customer Payment System Media

Customers using the new Amp customer payment system will be able to use the upgraded CapMetro App on a compatible smartphone or obtain an Amp smart card to pay their fare using funds in their electronic fare media wallet. Smart cards will be available in person at the Transit Store and via mail by calling the Transit Store at no charge. The Transit Store is open weekdays from 8 am to 5 pm. Smart cards ordered by calling the Transit Store are not subject to any shipping fees and do not require a credit or debit card to order. Customers can also order Amp smart cards through the Customer Web Portal. These cards will not be subject to the \$2.00 shipping fee applied to all other online orders that must be paid with a credit or debit card. For customers using Amp smart cards, each customer must have their own smart card to pay their fare. For customers using the upgraded CapMetro App, multiple customers can travel using the same smartphone by presenting multiple QR codes in the app. Fares for customers using stored value are capped separately for the different QR codes. The QR codes are associated with separate fare media wallets. The system will allow customers using the new Amp system to ride with insufficient funds up to one ride negative. The amount a customer can “go negative” varies by service type (Local vs. Commuter) and rider category (Standard Fare vs. Reduced Fare vs. Equifare).

Customers paying their fares using the new Amp customer payment system will have their fares capped on a daily (service day) and calendar monthly basis. Customers must use the same fare media for fare capping. Customers who use a combination of fare media (e.g., a smartphone and a smart card) for different boardings will have fares capped separately for each fare media. Customers cannot interchangeably use a smartphone and a smart card to earn towards a fare cap: loaded funds and fare capping progress are associated with the specific fare medium. While loaded funds can be migrated by the customer between fare media (e.g., a customer decides to start using their smartphone rather than a smart card), fare capping progress cannot be migrated. At a customer’s request, CapMetro Customer Service may make an adjustment to account funds or associated passes to make a customer whole if the customer migrates fare media (e.g., if a customer is only one tap away from reaching the monthly fare cap and replaces their smartphone, CapMetro Customer Service could opt to issue the customer a pass to

ride free for the remainder of the month because the customer's fare cap progress was reset when they replaced their phone).

Customers using the upgraded CapMetro App will be required to register and set up an account, which requires an email, password, and first and last name (providing a phone number is optional). Customers can alternatively sign in with Apple, Facebook, or Google. Customers using an Amp smart card will have the option to register and set up an account. A mailing address is only required for ordering physical media through the Customer Web Portal. Credit and debit card information is optional for both CapMetro App and Amp smart card users but is required to load funds electronically through the upgraded CapMetro App or the Customer Web Portal. Customers can also use Apple Pay and Google Pay in the CapMetro App. Customers who register their fare media receive balance protection in the event that a customer's smartphone or smart card is lost or stolen, unlike paper passes that have no balance protection if lost or stolen. CapMetro may charge for new and/or replacement smart cards in the future, and the fee would be subject to a separate Fare Equity Analysis prior to implementation.

In addition to being able to load value through the CapMetro App or Customer Web Portal, customers will have the option to load cash to their accounts at CapMetro's existing cash-to-mobile reload locations, provided by InComm Vanilla Direct. Customers must use cash to load value to CapMetro accounts at InComm Vanilla Direct reload locations, as these locations do not accept credit or debit cards to load value and also have a \$1.00 to \$5.00 minimum load that is set by the location. The Vanilla Direct reload network is set by contract, and CapMetro does not have direct control of the list of participating reload locations or minimum load requirements. With implementation of the new customer payment system, customers will also be able to load cash to their accounts at the Transit Store. At the onset of implementation, no smart cards will be distributed at legacy retail outlets (i.e., H-E-B) or InComm Vanilla Direct reload locations with the exception of the Transit Store. Value loaded will be available within minutes for use on fixed-route services.

6.2.2 Existing CapMetro App

At the launch of the new Amp customer payment system, customers with the existing CapMetro App will be able to continue riding using the existing CapMetro App and previously purchased mobile tickets. Customers will also have the option to migrate any previously unactivated purchased tickets and unused funds to the upgraded CapMetro App. At a set date, CapMetro will start discontinuing the existing CapMetro App by preventing customers from buying new tickets in the existing app. Sometime after that, CapMetro will fully sunset the existing CapMetro App by unpublishing it from the app stores and preventing any new downloads of the app. Customers will not lose anything previously purchased.

6.2.3 Other Existing Fare Media

At launch of the new Amp customer payment system, there will be no changes to other existing fare payment types, policies, or media including:

- Day, 7-Day, and 31-Day Passes and \$20 and \$40 Stored Value Cards issued on magnetic stripe tickets and contactless smart cards available at H-E-B, and the Transit Store, as well as through the Customer Web Portal (note that media and products available by H-E-B retail outlet may vary by location);
- Day Passes available for purchase at time of use (farebox and ticket vending machines);
- Change cards issued from ticket vending machines for cash overpayment;

- Existing proof of eligibility and ID card processes and formats (including MetroAccess IDs, RFIDs, and K-12 Cards);
- MetroWorks, Discount Pass Program and Transit Empowerment Fund, and student or employer program interlocal agreements and contracts, including discounts, media, or pricing available.

Changes to these media, their distribution, and their pricing will be evaluated and implemented at a later date as the new Amp customer payment system is implemented and as part of the full fare restructuring planned for implementation in an upcoming year.

The only exception is the transition of the rolling 24-hour Day Passes purchased in the CapMetro App to service day (i.e., Day Passes will be valid 4:00:00 am through 3:59:59 am).

6.3 Discount Fare Eligibility

The proposed fare changes include the introduction of a new low-income discount fare category (Equifare). Table 12 summarizes the proposed changes for the introduction of Equifare.

Table 12: Introduction of Equifare - Proposed Changes

Product	Proposed
Low-Income Fare Eligibility Verification and Payment Process	<ul style="list-style-type: none"> – Discount: introduction of discounted fare for eligible low-income customers enrolled in Equifare (15-20% discount off the Standard Fare Single Ride and daily and monthly fare caps) – Eligibility: up to 200% of federal poverty guidelines with proof of income or documentation providing proof of assistance from accepted program upon request – Requires application and self-certification that applicant is eligible for Equifare and able to provide documentation upon request during auditing process (applicants will also have option to submit documentation at time of application) – Requires use of the upgraded CapMetro App or Amp smart card with Equifare entitlement on their account to receive the discount. Entitlement will be set up on account by CapMetro staff – Equifare discount only available on the Amp smart card or upgraded CapMetro App—no Equifare discounts given for other fare media such as cash – No separate ID required for these customers; eligibility is electronically enforced – Eligibility valid for 2 years

No changes are proposed for Reduced Fare eligibility, proof of eligibility requirements (e.g., photo RFIDs), or the Reduced Fare discount of 50%. Reduced Fare customers would continue to need to provide proof of eligibility upon request. As today, to pay the Reduced Fare through the CapMetro App, Reduced Fare customers must have an entitlement set up on their account by CapMetro staff. For the new Amp customer payment system, an entitlement would need to be set up on the Amp account in order for a Reduced Fare customer to pay the Reduced Fare with the Amp smart card or upgraded CapMetro App.

6.3.1 Low-Income Fare Eligibility Verification and Payment Process

CapMetro is proposing adding a new low-income discount fare category for customers with household incomes under 200% of federal poverty guidelines. Based on the 2015 OD Survey, 72% of Standard Fare customer boardings would be eligible for Equifare based on household size and income.

The new fare category (branded “Equifare”) will only be available to customers using the new customer payment system (Equifare customers will not be able to pay the discounted fare with cash on board the vehicle or at a ticket

vending machine). In order to access this new discount, customers must meet eligibility requirements and submit an application and register with CapMetro. Program details are being finalized, including where and how individuals are able to register for the Equifare program, which assistance programs are accepted for proof of eligibility, the income verification process for individuals not able to provide proof of eligibility for another program, and documentation accepted for proof of income eligibility and identity. At a minimum, proof of enrollment in the following programs will be accepted:

- Medicaid Program
- Supplemental Nutrition Assistance Program (SNAP)
- Children's Health Insurance Program (CHIP)
- Telephone Lifeline Program
- Travis County Comprehensive Energy Assistance Program (CEAP)
- Medical Access Program (MAP)
- Supplemental Security Income (SSI)
- Veterans Affairs Supportive Housing (VASH)

The same eligibility requirements above are used for City of Austin Customer Assistance Program utility discounts.

Applicants will also be able to self-certify that they qualify for Equifare. CapMetro will reserve the right to audit applications and request proof of documentation. If an individual does not provide proof of income, the Equifare entitlement may be terminated.

Applications will be accepted online and at the Transit Store on weekdays between 8:30 am and 4:30 pm, as well as at community engagement events. Applicants will be required to provide:

- First and last name
- Phone number or email address
- Date of birth
- Address (can be of an organization providing the customer with assistance; does not need to be in CapMetro service area)
- Photo ID or proof of identify (e.g., voter registration card, utility bill, benefit assistance letters, letter from social service agency that individual participating in a program)

Low-income fare customers using the new customer payment system that are eligible to pay the Equifare rate must obtain an entitlement on their account to pay the discounted fare. Accounts for Equifare customers will be registered to the individual eligible to pay the discounted fare and associated with the customer's Equifare CapMetro account. The entitlement on the account will be set up by CapMetro staff. Equifare customers using the new customer payment system will not need to show proof of eligibility for discounted fare at time of boarding as the entitlement is assigned to their account and is associated with their fare payment media.

For Reduced Fare and Equifare customers using the new upgraded CapMetro App, only one fare will be at the discounted fare. Additional fares would be at the Standard Fare pricing.

7 Fare Proposal Outreach

The following is a summary of themes across the feedback received:

[This section will be completed once all public input is reviewed, and the CapMetro's Board of Directors has been made aware and considered this equity analysis.]

7.1 Public Outreach Overview

7.2 Summary of Public Comments

7.3 Changes to Proposal

7.4 Board Adopted Fare Change

[This section will be completed upon Board adoption.]

8 Average Fare Analysis Findings

The Average Fare Analysis uncovered no Title VI equity concerns using CapMetro's Board adopted Title VI Policies. While changes to some fare payment types would result in a greater percentage change for some populations, the systemwide change resulted in less than one percent difference between minority and non-minority customers and between low-income and non-low-income customers, which was within the 2% policy threshold. In fact, the proposed fare changes are expected to benefit minority customers to a greater degree than non-minority customers, albeit only by a small percentage on a systemwide basis. The proposed fare changes are expected to benefit low-income customers to a lesser degree than non-low-income customers, but the difference in benefits between low-income and non-low-income customers does not exceed 2% on a systemwide basis. As such, no mitigations are recommended to proceed with the implementation of the proposed fare changes based on the Average Fare Analysis.

The Average Fare Analysis provides a robust overview of the proposed fare changes. **Appendix C** provides the detailed tables (Tables C-1 and C-2) that provide the average fare change by minority/non-minority and low-income/non-low-income status and by specific fare payment method (and when applicable by frequency of travel). The tables include the absolute and percentage change between existing and proposed fares, and the proportion of minority and low-income customers that would be affected by each fare change.

The Average Fare Analysis is focused primarily on the impacts of the introduction of fare capping and the introduction of the Equifare low-income discount. Based on analysis of detailed transaction-level data, the benefits from fare capping were estimated by service type, rider category and fare product and applied to the Average Fare Analysis. Equifare impacts were estimated based on the share of income eligible customers that are anticipated to participate in the program and the anticipated reduction in average fare.

It should be noted that individuals with a household income of under 200% of the federal poverty guidelines will be eligible for Equifare. This exceeds the low-income threshold of 125% of the federal poverty guidelines established in CapMetro's Title VI Policies. As such, there are individuals in the Average Fare Analysis that would be classified as non-low-income but would qualify for the Equifare discount.

Table 13 shows the changes between existing and proposed average fares per boarding. Systemwide, the average fare for all customers will decrease from \$0.71 to \$0.67 (6% decrease).

Table 13: Change in Average Fare by Fare Product

Fare Product	Average Fare per Boarding		Change in Average Fare	
	Existing	Proposed	Absolute	Percentage
Local, Standard Fare				
Single Ride -> Non-Amp, Single Ride	\$1.25	\$1.25	\$0.00	0%
Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$1.25	\$1.25	\$0.00	0%
Single Ride -> Amp, <3-4 Days/Wk, Single Ride, Equifare	\$1.25	\$1.00	-\$0.25	-20%
Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$1.25	\$1.03	-\$0.23	-18%
Single Ride -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$1.25	\$0.82	-\$0.43	-34%
Day Pass -> Non-Amp, Day Pass	\$0.58	\$0.58	\$0.00	0%
Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$0.58	\$0.58	\$0.00	0%
Day Pass -> Amp, <3-4 Days/Wk, Daily Capping, Equifare	\$0.58	\$0.46	-\$0.12	-20%
Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$0.58	\$0.45	-\$0.13	-22%
Day Pass -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$0.58	\$0.36	-\$0.22	-38%
7-Day Pass -> Non-Amp, 7-Day Pass	\$0.56	\$0.56	\$0.00	0%
7-Day Pass -> Amp, Capping	\$0.56	\$0.52	-\$0.05	-8%
7-Day Pass -> Amp, Capping, Equifare	\$0.56	\$0.41	-\$0.15	-26%
31-Day Pass -> Non-Amp, 31-Day Pass	\$0.69	\$0.69	\$0.00	0%
31-Day Pass -> Amp, Capping	\$0.69	\$0.58	-\$0.11	-16%
31-Day Pass -> Amp, Capping, Equifare	\$0.69	\$0.46	-\$0.22	-33%
DPP/TEF, Day Pass	\$0.24	\$0.24	\$0.00	0%
DPP/TEF, 7-Day Pass	\$0.24	\$0.24	\$0.00	0%
DPP/TEF, 31-Day Pass	\$0.29	\$0.29	\$0.00	0%
Special Event Single Ride	\$3.06	\$3.06	\$0.00	0%
MW Business, Day Pass	\$0.68	\$0.68	\$0.00	0%
MW Business, 7-Day Pass	\$0.66	\$0.66	\$0.00	0%
MW Business, 31-Day Pass	\$0.66	\$0.66	\$0.00	0%
MW Government, 31-Day Pass	\$0.57	\$0.57	\$0.00	0%
Local, Reduced Fare				
Single Ride -> Non-Amp, Single Ride	\$0.60	\$0.60	\$0.00	0%
Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$0.60	\$0.60	\$0.00	0%
Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$0.60	\$0.52	-\$0.08	-14%
Day Pass -> Non-Amp, Day Pass	\$0.29	\$0.29	\$0.00	0%
Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$0.29	\$0.29	\$0.00	0%
Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$0.29	\$0.22	-\$0.06	-22%
31-Day Pass -> Non-Amp, 31-Day Pass	\$0.29	\$0.29	\$0.00	0%
31-Day Pass -> Amp, Capping	\$0.29	\$0.26	-\$0.04	-13%
DPP, Day Pass	\$0.24	\$0.24	\$0.00	0%
DPP, 31-Day Pass	\$0.25	\$0.25	\$0.00	0%
MW Business, 31-Day Pass	\$0.35	\$0.35	\$0.00	0%
Commuter, Standard Fare				
Single Ride -> Non-Amp, Single Ride	\$3.50	\$3.50	\$0.00	0%
Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$3.50	\$3.50	\$0.00	0%
Single Ride -> Amp, <3-4 Days/Wk, Single Ride, Equifare	\$3.50	\$3.00	-\$0.50	-14%
Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$3.50	\$2.52	-\$0.98	-28%
Single Ride -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$3.50	\$2.16	-\$1.34	-38%
Day Pass -> Non-Amp, Day Pass	\$3.07	\$3.07	\$0.00	0%
Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$3.07	\$3.07	\$0.00	0%
Day Pass -> Amp, <3-4 Days/Wk, Daily Capping, Equifare	\$3.07	\$2.63	-\$0.44	-14%
Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$3.07	\$2.09	-\$0.98	-32%
Day Pass -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$3.07	\$1.79	-\$1.28	-42%
7-Day Pass -> Non-Amp, 7-Day Pass	\$1.87	\$1.87	\$0.00	0%
7-Day Pass -> Amp, Capping	\$1.87	\$1.63	-\$0.24	-13%

Fare Product	Average Fare per Boarding		Change in Average Fare	
	Existing	Proposed	Absolute	Percentage
7-Day Pass -> Amp, Capping, Equifare	\$1.87	\$1.30	-\$0.57	-30%
31-Day Pass -> Non-Amp, 31-Day Pass	\$3.15	\$3.15	\$0.00	0%
31-Day Pass -> Amp, Capping	\$3.15	\$2.48	-\$0.67	-21%
31-Day Pass -> Amp, Capping, Equifare	\$3.15	\$1.98	-\$1.17	-37%
DPP/TEF, Day Pass	\$1.28	\$1.28	\$0.00	0%
DPP/TEF, 7-Day Pass	\$0.78	\$0.78	\$0.00	0%
DPP/TEF, 31-Day Pass	\$1.31	\$1.31	\$0.00	0%
MW Business, Day Pass	\$3.38	\$3.38	\$0.00	0%
MW Business, 31-Day Pass	\$3.36	\$3.36	\$0.00	0%
MW Government, 31-Day Pass	\$2.94	\$2.94	\$0.00	0%
Commuter, Reduced Fare				
Single Ride -> Non-Amp, Single Ride	\$1.75	\$1.75	\$0.00	0%
Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$1.75	\$1.75	\$0.00	0%
Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$1.75	\$1.37	-\$0.39	-22%
Day Pass -> Non-Amp, Day Pass	\$1.69	\$1.69	\$0.00	0%
Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$1.69	\$1.69	\$0.00	0%
Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$1.69	\$1.18	-\$0.51	-30%
31-Day Pass -> Non-Amp, 31-Day Pass	\$1.17	\$1.17	\$0.00	0%
31-Day Pass -> Amp, Capping	\$1.17	\$0.95	-\$0.22	-19%
DPP, 31-Day Pass	\$0.97	\$0.97	\$0.00	0%
MW Business, 31-Day Pass	\$1.56	\$1.56	\$0.00	0%
Pass Programs & Free Fares				
Higher Ed Pass Programs, UT Austin	\$0.98	\$0.98	\$0.00	0%
Higher Ed Pass Programs, ACC & SEU	\$0.82	\$0.82	\$0.00	0%
All Government Pass Programs	\$1.16	\$1.16	\$0.00	0%
MetroAccess Monthly Pass on Fixed Route	\$0.00	\$0.00	\$0.00	0%
Kids Ride Free	\$0.00	\$0.00	\$0.00	0%
Other Free Fares	\$0.00	\$0.00	\$0.00	0%

Single Ride and Day Pass customers who travel 3-4 days per week or more, and who migrate to the Amp customer payment system are one subset of customers who are likely to benefit from fare capping. 7-Day Pass and 31-Day Pass customers that do not travel enough to reach the pass breakeven point (33 Single Rides for Local and 27.5 Single Rides for Commuter), and who migrate to the Amp customer payment system, are also likely to benefit from fare capping. Changes in the average fare related to capping range from -8% to -32%, depending on the customer segment.

Standard Fare customers purchasing Single Ride, Day Pass, 7-Day Pass and 31-Day Pass products, and who migrate to the Amp customer payment system, and with a household income at or below 200% of federal poverty guidelines may also benefit from the low-income discount category (Equifare) that provides a 15-20% discount on the Standard Fare. These Standard Fare customers who enroll in the Equifare program and migrate to the Amp customer payment system will benefit from both fare capping and the Equifare discount.

The Average Fare Analysis made assumptions regarding the share of customers that would be likely to migrate to the Amp customer payment system and would participate in the Equifare program as documented in Section 4.1.2. Amp customer payment system migration considered the current share of customers by service type, rider category, fare product and sales channel. Equifare participation was assumed to be 25% of income-eligible, Standard Fare customer boardings within each service type, rider category and fare product. For the Average Fare

Analysis, it is most conservative to assume a smaller Equifare participation by income-eligible Standard Fare customers, since as Equifare participation increases, both minority and low-income customers will benefit to a greater degree compared to non-minority and non-low-income customers.

Table 14 provides the systemwide analysis comparing the average fare for minority customers to non-minority customers. Table C-1 provides the detailed analysis by fare payment type. For minority customers, the average fare would decrease from \$0.64 to \$0.61, a 5.76% decrease. For non-minority customers, the average fare would decrease from \$0.81 to \$0.77, a 5.62% decrease. The percentage point difference between the percentage change for minority customers and non-minority customers is -0.14%, indicating that while both groups would experience a decrease in their average fare, minority customers are expected to benefit slightly more than non-minority customers as a result of the proposed fare changes. Applying this difference in average fare changes to CapMetro’s Disparate Impact threshold, the fare changes would not represent a Disparate Impact on minority customers as the proposed fare changes would result in a greater benefit to minority customers.

Table 14: Average Fare for Minority Customers

	Minority Customers			Non-Minority Customers		
	Number of Boardings	Existing Fare Revenue	Proposed Fare Revenue	Number of Boardings	Existing Fare Revenue	Proposed Fare Revenue
Total	17,974,456	\$11,580,219	\$10,912,808	10,550,657	\$8,575,643	\$8,093,542
Average Fare		\$0.64	\$0.61	Average Fare	\$0.81	\$0.77
% Change in Average Fare			-5.76%	% Change in Average Fare		-5.62%
Difference between Protected and Non-Protected			-0.14%			

Table 15 presents the systemwide analysis comparing the average fare for low-income customers to non-low-income customers. Table C-2 provides the detailed analysis by fare payment type. For low-income customers, the average fare would decrease from \$0.59 to \$0.56, a 5.21% decrease. For non-low-income customers, the average fare would decrease from \$0.86 to \$0.80, a 6.15% decrease. As previously noted, individuals with a household income up to 200% of the federal poverty guidelines would be eligible for Equifare, which exceeds the low-income threshold of 125% of the federal poverty guidelines established in CapMetro’s Title VI Policies. As such, there are individuals in the Average Fare Analysis that would be classified as non-low-income but may benefit from the Equifare discount. The percentage point difference between the percentage change for low-income customers and non-low-income customers is 0.94%, indicating that while both groups would experience a decrease in their average fare, non-low-income customers are expected to benefit slightly more than low-income customers as a result of the proposed fare changes. Applying this difference in average fare changes to CapMetro’s Disproportionate Burden threshold, the fare changes would not represent a Disproportionate Burden on low-income customers as the percentage point difference in percentage change in average fare from the proposed fare changes does not exceed CapMetro’s 2% threshold.

Table 15: Average Fare for Low-Income Customers

	Low-Income Customers			Non-Low-Income Customers		
	Number of Boardings	Existing Fare Revenue	Proposed Fare Revenue	Number of Boardings	Existing Fare Revenue	Proposed Fare Revenue
Total	16,099,948	\$9,513,463	\$9,018,106	12,425,165	\$10,642,399	\$9,988,244
Average Fare		\$0.59	\$0.56	Average Fare	\$0.86	\$0.80
% Change in Average Fare			-5.21%	% Change in Average Fare		-6.15%
Difference between Protected and Non-Protected			0.94%			

9 Retail Access Analysis Findings

The Retail Access Analysis revealed no Title VI equity concerns using CapMetro’s Board adopted Title VI Policies. In fact, the proposed reload locations are expected to benefit minority and low-income customers to a greater degree than non-minority and non-low-income customers. Because the Retail Access Analysis did not find that the proposed reload network for the Amp customer payment system would result in a Disparate Impact on minority customers or Disproportionate Burden on low-income customers, no mitigations are needed relating to the implementation of the proposed reload network for the new Amp customer payment system.

The proposed fare changes and new Amp customer payment system include the implementation of a customer payment system that enables customers to use a smartphone or a smart card to pay their fare. As such, in order to benefit from the new customer payment system, a customer using cash would need to access a cash reload location to reload value on their Amp account. As previously noted, the new customer payment system will use the InComm Vanilla Direct network, which includes more than 280 potential reload locations (165 reload locations within a half-mile of a fixed-route stop), including 7-Eleven, Walgreens, CVS Pharmacy, Family Dollar, Dollar General, Walmart, and the Transit Store to provide customers using cash an opportunity to load value on their Amp accounts.

To determine whether access to the new customer payment system would result in adverse effects for different populations, the Retail Access Analysis assessed the percentage of minority, non-minority, low-income, non-low-income, and overall population within half-mile buffer of a CapMetro fixed-route stop and within a quarter-mile of the cash reload network that would enable customers to load cash to their Amp account. As shown in Table 16, the analysis indicates that a greater proportion of minority and low-income populations have access to the reload network compared to non-minority and non-low-income populations.

Table 16: Retail Access Analysis Results

Population Characteristics	Total Population within 1/2 Mile of a Fixed-Route Stop	Total Population within 1/4 Mile of Amp Cash Reload Location	% of Population within 1/4 Mile of Amp Cash Reload Location	Difference between Protected and Non-Protected
Minority	580,190	389,383	67.11%	6.03%
Non-Minority	523,772	319,922	61.08%	
Low-Income (<125% of FPL)	184,144	132,936	72.19%	9.53%
Non-Low-Income (>125% of FPL)	919,818	576,369	62.66%	
Overall	1,103,962	709,305	64.25%	n/a

Abbreviation: FPL = Federal Poverty Level

Figure 3 (Basemap) shows the service area population and the populations with access to reload locations. The block groups shaded gray are block groups that intersect with the half-mile buffer around a fixed-route stop and are within the service area but do not have access to the reload locations. The block groups shaded blue are block groups that intersect with the quarter-mile buffer around a reload location and represent populations with access to a reload location. The total population with access to a reload location, represented by the blue block groups,

equals 709,305 people. The total service population for the purposes of this analysis, represented by the gray and blue block groups, equals 1,103,962 people.

Figure 4 (Minority Population Analysis by Block Groups) shows the minority and non-minority populations of the block groups with access to a reload location. The block groups shaded dark green consist of predominantly minority populations while the block groups shaded light green consist of predominantly non-minority populations. Minority populations are considered to be predominant if they make up more than 52.6% of the block group population, the systemwide average minority population of the total block group service population. Figure 5 (Low-Income Population Analysis by Block Groups) shows the low-income and non-low-income populations of the block groups with access to a reload location. The block groups shaded dark blue consist of predominantly low-income populations while the block groups shaded light blue consist of predominantly non-low-income populations. Low-income populations are considered to be predominant if they make up more than 16.7% of the block group population, the systemwide average minority population of the total block group service population.

CapMetro's Disparate Impact threshold of 2% is based upon the adverse effects (defined above in Section 3.1.2) that are experienced by minority populations compared to those experienced by non-minority populations. The Disparate Impact threshold also includes benefits that accrue to non-minority populations at a greater percentage than to minority populations. Because the results of the Retail Access Analysis found that a greater proportion of minority populations have access to the reload network than non-minority populations, there is no finding of Disparate Impact on minority populations as there would be no adverse effects and the benefits would accrue more to the minority populations. Similarly, because there is a greater proportion of low-income populations that have access to the reload network compared to non-low-income populations, there is no finding of Disproportionate Burden.

Because the Retail Access Analysis did not find that the proposed reload network for the Amp customer payment system would result in a Disparate Impact on minority customers or Disproportionate Burden on low-income customers, no mitigations are needed to proceed with the implementation of the proposed reload network for the new Amp customer payment system.

While not a finding of either Disparate Impact or Disproportionate Burden, the analysis identified areas within the service area that could benefit from greater access to the cash reload network within the core CapMetro service area. As CapMetro explores improving access to reload locations, CapMetro should consider these areas first for improvement.

This Retail Access Analysis is limited to the vendors that allow customers to load value to their Amp accounts and does not include vendors who distribute other CapMetro fare products. Currently, CapMetro has contracts with H-E-B to distribute existing CapMetro fare media. CapMetro's contract with Randalls was not renewed. As private companies, these vendors make the determination as to whether to continue their relationship with CapMetro. As such, CapMetro has no control over the business decisions of the existing vendors. Given Randalls has decided to discontinue the distribution of CapMetro fare products, it is recommended that CapMetro review the GIS maps when seeking other potential vendors to ensure that the locations of new vendors would serve the needs of the minority and low-income populations.

Figure 3: Retail Access Analysis - Basemap

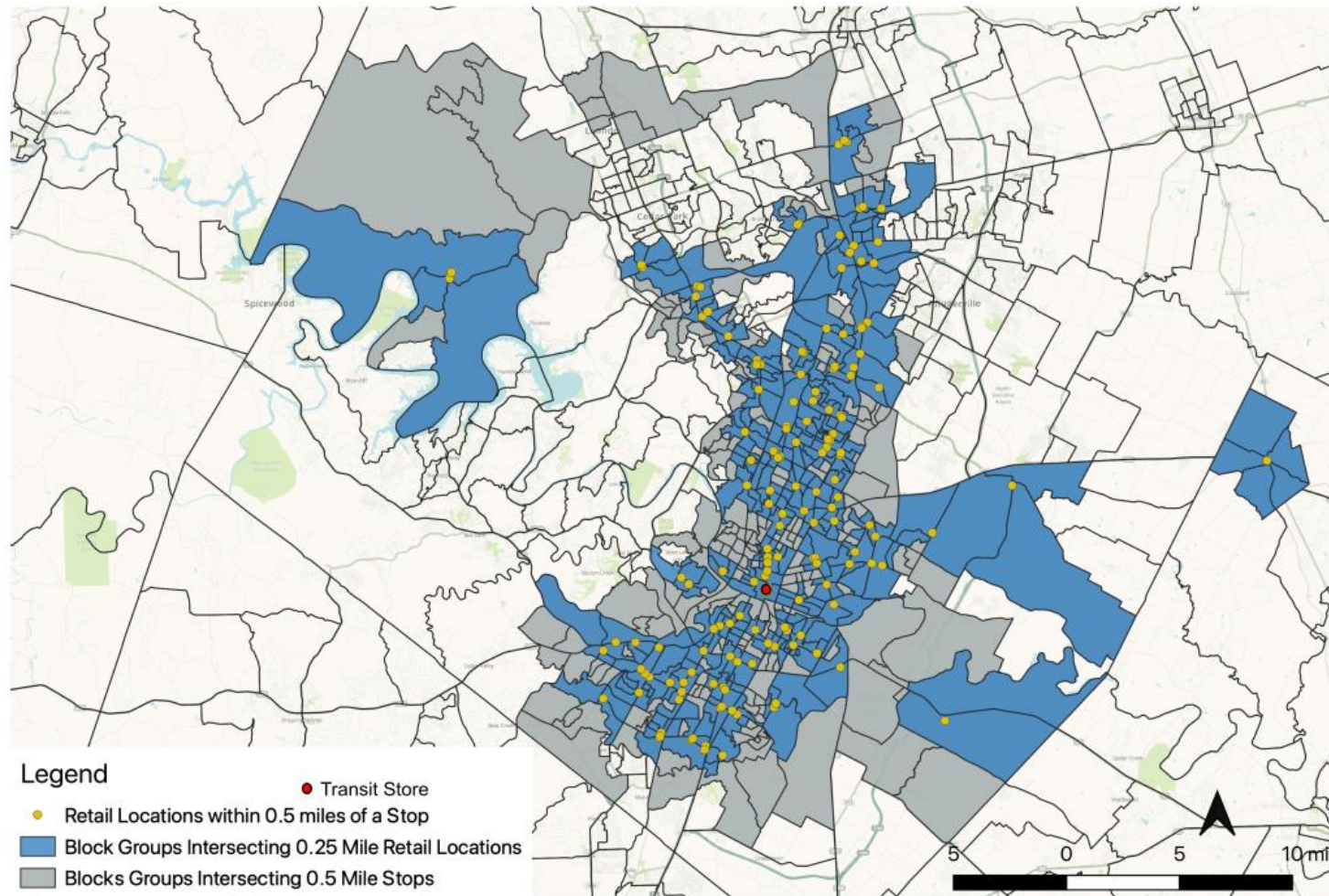


Figure 4: Retail Access Analysis - Minority Population Analysis by Block Groups

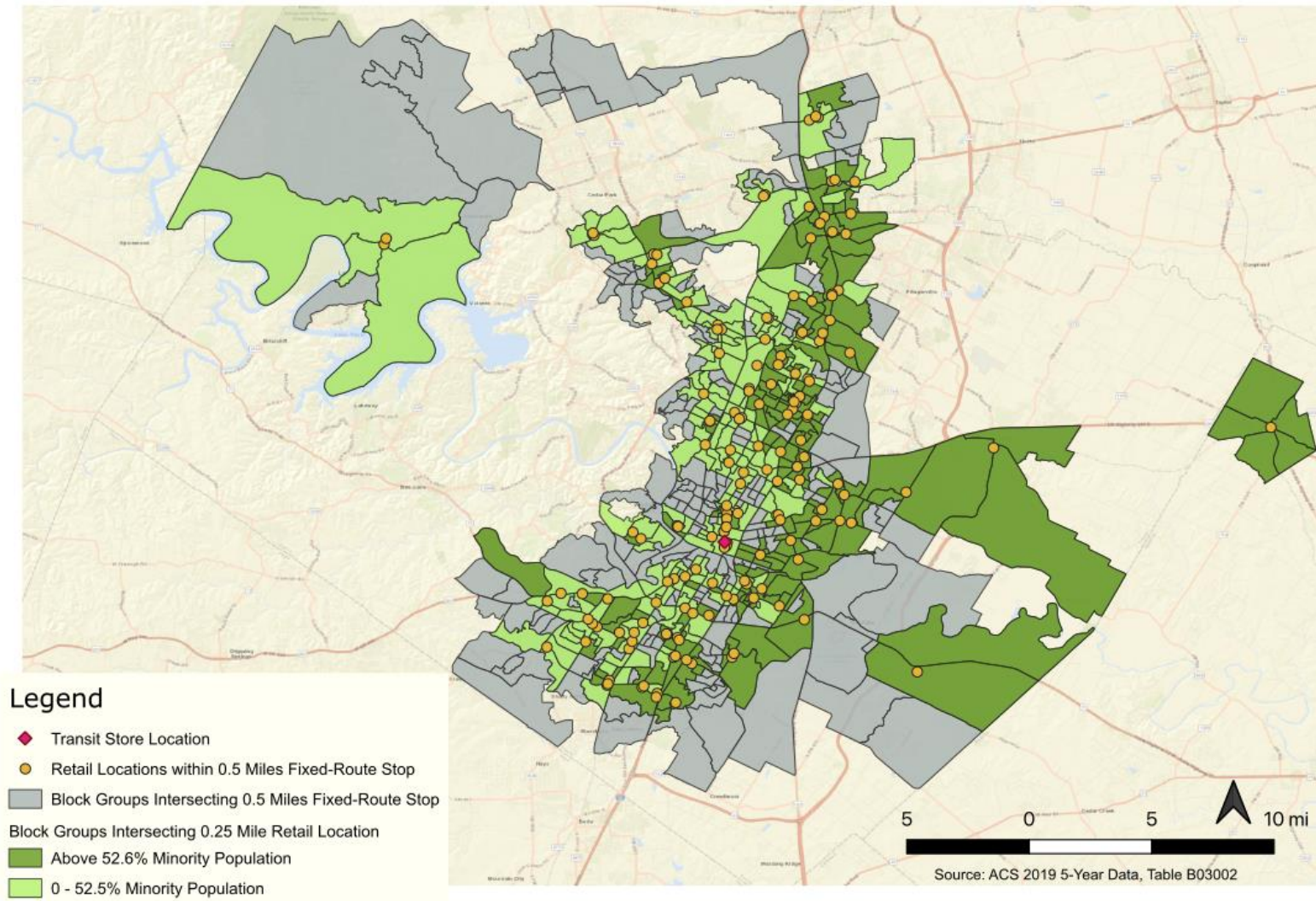
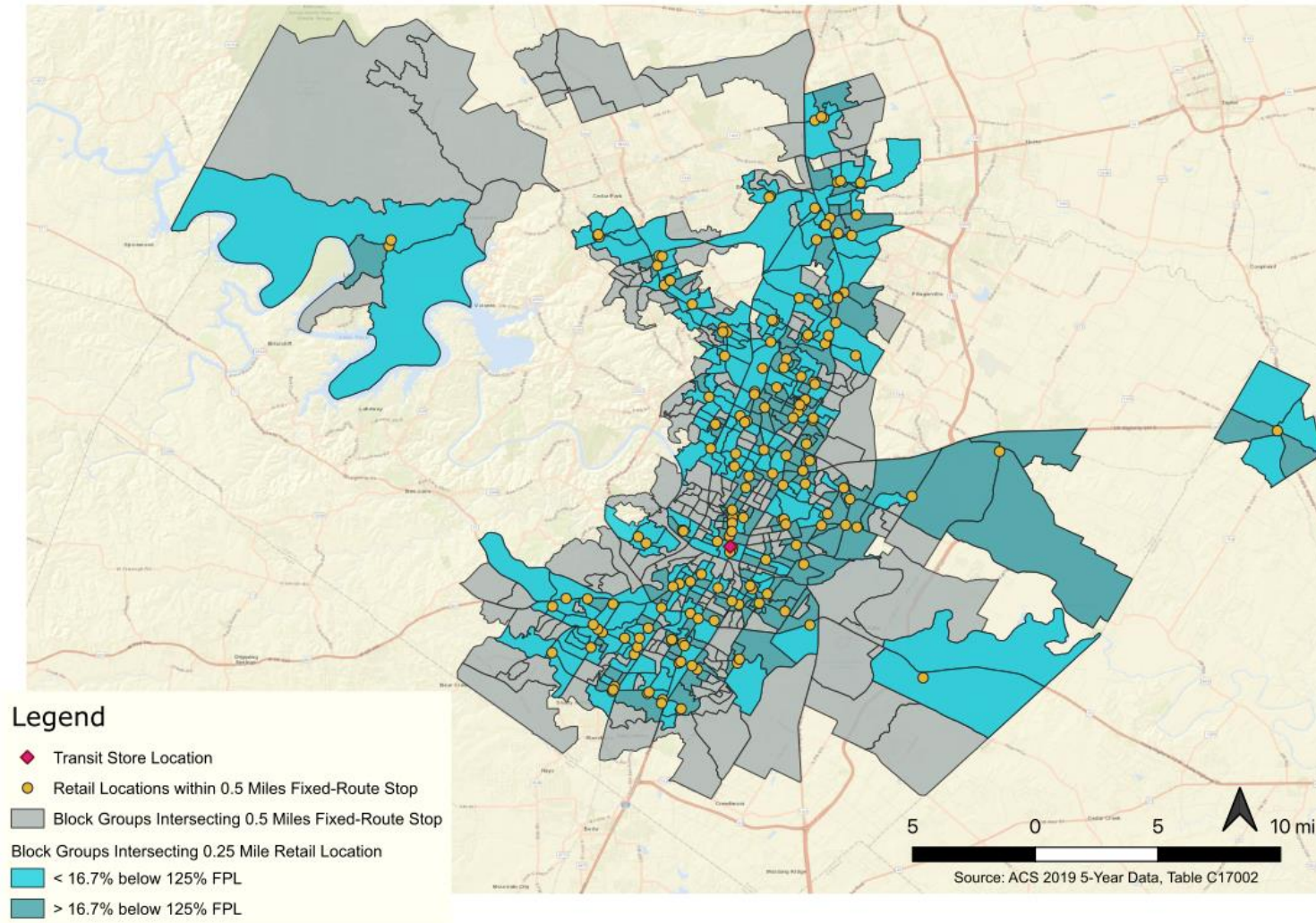


Figure 5: Retail Access Analysis - Low-Income Population Analysis by Block Groups




10 Cumulative Findings and Mitigations

A Fare Equity Analysis should not take the place of thoughtful planning at the earliest stages of project development. Considering the impacts that plans, programs or projects have on minority and low-income communities has been part of the early planning and development process for the Fare Structure Study and the new Amp customer payment system. The needs of CapMetro have been matched with the needs of the low-income and minority communities throughout the study process to develop a balanced fare structure and retail strategy with equitable pricing and access.

The Average Fare Analysis and Retail Access Analysis conducted as part of this Fare Equity Analysis did not find that the proposed fare changes would result in a Disparate Impact on minority customers or a Disproportionate Burden on low-income customers. Given that there were no findings of Disparate Impact or Disproportionate Burden, no mitigations are needed to proceed with implementation of the proposed fare changes and new Amp customer payment system.

|

Appendix A: CapMetro Title VI Policies

	<p>TITLE VI POLICIES: Major Service Change, Disparate Impact, Disproportionate Burden</p> <p>Mgr., Office of Diversity</p>	<p>Issued: 6/28/2021</p> <p>Approved by: Board of Directors</p>
-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

1. PURPOSE

Title VI of the Civil Rights Act of 1964 (codified at 42 U.S.C. §2000D et seq.) prohibits discrimination on the basis of race, color, or national origin. As a recipient of federal funds, Capital Metropolitan Transportation Authority (Capital Metro) must ensure that it provides its services without discrimination on the basis of race, color, or national origin.

On October 1, 2012, the Federal Transit Administration (FTA) Title VI Circular 4702.1B became effective, requiring transit providers that have greater than 50 fixed-route vehicles in peak service operating fixed-route service to conduct equity analyses on service or fare changes that meet the agency’s definition of a “Major Service Change”. The purpose of this policy is to define what constitutes a “Major Service Change” and to establish thresholds for determining if service and fare changes would result in either a “Disparate Impact” on minority populations or a “Disproportionate Burden” on low-income populations.

2. DEFINITIONS

The following terms and definitions are to address the FTA Title VI Circular 4702.1B (October 1, 2012) and relate to the policies below.

- Adverse Effects/Impacts** - Adverse effects/impacts are defined as impacts that may have negative consequences as a result of a contemplated service or fare change. An adverse effect for service can be defined as a geographical or temporal reduction in service that includes but is not limited to: elimination of a route, rerouting an existing route, or a decrease in frequency or span of service. For fare changes, an adverse effect can include, but is not limited to: increases in average fare, reduction of discounts for passes or groups of riders, or a reduction in access to discounted fare products such as those that may result from the introduction of new fare payment technology or other actions. Capital Metro will consider the degree of adverse effects, and analyze those effects, when planning Major Service Changes and all fare changes.
- Disparate Impact** - A neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where Capital Metro’s policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin.

- **Disproportionate Burden** - A neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. A finding of disproportionate burden requires Capital Metro to evaluate alternatives and mitigate burdens where practicable.
- **Emergency Service Adjustment** - Changes to routes, service frequencies, or service spans that may be necessitated by emergency situations (weather or otherwise) or a major catastrophe that severely impairs public health or safety, results in changes in access to public streets or rights-of-way, or restricts the ability to access Capital Metro equipment needed to operate service.
- **Environmental Justice** - The fair distribution of the benefits and/or the burdens associated with Federal programs, policies, and activities, including recipients of Federal funding such as Capital Metro.
- **Equity Analysis** - Analysis of proposed service or fare changes to determine if the burdens and benefits are equally distributed between minority and non-minority populations, and low-income and non-low-income populations.
- **Fare Change** - An increase or decrease in the riders' fare whether applicable to the entire system, or by mode, or by type of fare product or fare media. All fare changes regardless of the magnitude would require a Fare Equity Analysis, not including exceptions.
- **Fixed-Route** - Refers to public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule.
- **Low-Income population** - For purposes of this policy, low-income population is defined as any readily identifiable group of households who are at or below 125% of the United States Department of Health and Human Services Poverty Guidelines.
- **Minority Persons** - Persons who self-identify as being non-white under the United States Census Bureau guidelines. This includes American Indian and Alaskan Native, Asian, Black or African American, Hispanic, Latino or LatinX, and Native Hawaiian or Other Pacific Islander.
- **Minority Population** - Any readily identifiable group of minority persons who live in geographic proximity and if circumstances warrant, geographically dispersed/transient populations (such as migrant workers of Native Americans) who will be similarly affected.
- **Service Adjustment** - Any changes to service, such as reductions or increases to frequency, hours of operation (service span) or routing. Not all service adjustments will be considered Major Service Changes.
- **Title VI** - Title VI of the Civil Rights Act of 1964 (codified at 42 U.S.C. §2000D et seq.) prohibits discrimination on the basis of race, color or national origin by programs and activities receiving federal financial assistance.

3. MAJOR SERVICE CHANGE POLICY AND USE

The Major Service Change Policy has been developed in compliance with applicable federal requirements (Title VI of the Civil Rights Act 1964, 49 CFR Section 21 and FTA Circular 4702.1B). All Major Service Changes will be subject to a Service Equity Analysis that includes an analysis of adverse effects, as previously defined, along with any associated positive impacts. Capital Metro shall consider the degree of adverse effects, and analyze those effects, when planning Major Service Changes. Additionally, when changes to service or fares involve improvements, the accrual of benefits should also be analyzed.

Capital Metro will conduct a Title VI Service Equity Analysis whenever there is a Major Service Change, as defined below.

A Major Service Change is defined as the following:

1. The establishment of new fixed-route bus route;
2. The elimination of any fixed-route bus or rail route in its entirety;
3. A geographic change on a given transit route of 25% or more of its annual revenue miles;
4. A change of 25% or greater in the number of annual revenue hours provided; or
5. Six months prior to the opening of any new fixed-guideway project (e.g. BRT line or rail line) regardless of whether or not the amount of service being changed meets the requirements above.

A Major Service Change is not defined as the following:

- Temporary additions to service lasting less than 12 months;
- Route renumbering with no underlying change;
- Schedule or service adjustments required by a third party that operates or controls the same right-of-way (such as road closure);
- New fixed-route bus or rail "Break in period" prior to the commencement of revenue service, lasting less than 12 months;
- Emergency service adjustments associated with weather or other emergency conditions; or
- Operations that result from circumstances beyond the control of Capital Metro (such as construction).

Capital Metro will conduct a Fare Equity Analysis under Title VI whenever a Fare Equity Analysis is required, as defined below.

A Fare Equity Analysis is required for the following:

- a. All fare changes, regardless of the percent of increase or decrease, are subject to a Fare Equity Analysis when contemplating a change; or
- b. For fare changes associated with the opening of a new fixed-guideway project, an equity analysis must be completed six months prior to the commencement of revenue service.

A Fare Equity Analysis is not required for the following exceptions:

- a. "Ozone Action Days" or other instances when Capital Metro has declared that all passengers ride free;
- b. Temporary fare reductions that are mitigating measures for other actions. For example, a reduced fare for passengers impacted by the temporary closure of a segment of a rail system for construction; or

- c. Promotional fare reductions. If a promotional or temporary fare reduction (such as response to emergency) lasts longer than six months, then FTA considers the fare reduction permanent and the transit provider must conduct a fare equity analysis.

Capital Metro will also conduct a Service Equity Analysis for changes which, when considered cumulatively over a three-year period, meet the Major Service Change threshold. For Major Service Changes, the Service Equity Analysis will assess the quantity and quality of service provided and populations affected.

Equity Analyses will be based on the most recent passenger survey data for fare analyses, and ridership or census block group data for service changes if ridership survey data is not appropriate for the analysis undertaken.

Each Title VI Equity Analysis will be presented to the Capital Metro Transit Authority Board of Directors for its consideration and the results will be included in the subsequent Capital Metro Title VI Program Update with a record of action taken by the Board.

4. DISPARATE IMPACT POLICY AND USE

The Disparate Impact Policy establishes a threshold that identifies when the adverse effects of a Major Service Change (defined above) as well as any fare changes, are borne disproportionately by minority populations (defined above), discovered through the conduct of a Service or Fare Equity Analysis.

Service and Fare Equity Analyses will compare existing service or fares to the proposed changes being contemplated, and calculate the absolute change as well as the percent change experienced by both minority and non-minority populations or riders.

For Service and Fare Equity Analyses, a Disparate Impact threshold of 2% will be used to determine if minority riders are more adversely affected, or less positively affected by the proposed change.

- 4.1.
 - Service or fare changes are determined to have a Disparate Impact on minority populations if the adverse impacts experienced by minority riders is greater than 2% when compared to the adverse impacts experienced by non-minority populations.
 - Additionally, if benefits associated with service or fare changes accrue to non-minority populations greater than 2% when compared to minority populations, then this change will be determined to have a Disparate Impact.

DISPARATE IMPACT MITIGATIONS

Should a proposed Major Service Change and/or Fare Change result in a Disparate Impact, Capital Metro will consider modifying the proposed change to avoid, minimize or mitigate the Disparate Impact of the change. If Capital Metro finds potential Disparate Impacts and then modifies the proposed changes in order to avoid, minimize, or mitigate Disparate Impacts, Capital Metro will reanalyze the proposed changes in order to determine whether the modifications actually removed the potential Disparate Impacts of the changes.

After analyzing proposed mitigations, if a less discriminatory alternative does not exist, Capital Metro may implement the proposed change only if:

- Capital Metro has a substantial legitimate justification for the proposed change; and
- Capital Metro can show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish Capital Metro's legitimate program goals.

Where disparate impacts are identified, Capital Metro will provide a meaningful opportunity for public comment on any proposed mitigation measures, including the less discriminatory alternatives that may be available.

5. DISPROPORTIONATE BURDEN POLICY AND USE

The Disproportionate Burden Policy establishes a threshold that identifies when the adverse effects of a Major Service Change (defined above) as well as any fare changes are borne disproportionately by low-income populations, discovered through the conduct of a Service or Fare Equity Analysis. While low-income populations are not a protected class under Title VI, there is a recognized overlap in environmental justice principles and the FTA requires transit providers to evaluate proposed service and fare changes to determine whether low-income populations will bear a disproportionate burden of the changes.

Equity Analyses will compare existing service or fares to the proposed changes and calculate the absolute change as well as the percent change experienced by both low-income and non low-income populations or riders.

For Service and Fare Equity Analyses, a Disproportionate Burden threshold of 2% will be used to determine if low-income riders are more adversely affected, or less positively affected, by the proposed change.

- Service or fare changes are determined to have a Disproportionate Burden on low income populations if the adverse impacts experienced by low-income riders is greater than 2% when compared to the adverse impacts experienced by non low-income populations.
- Additionally, if benefits associated with service or fare changes accrue to non low-income populations is greater than 2% when compared to low-income populations, then this change will be determined to have a Disparate Impact.

5.1.

DISPROPORTIONATE BURDEN MITIGATIONS

Should a proposed Major Service Change and/or Fare Change result in a Disproportionate Burden, Capital Metro will take steps to avoid, minimize or mitigate impacts when practicable. Capital Metro should also describe the alternatives available to low-income riders affected by service changes.

Appendix B: List of Census Block Groups Used in the Retail Access Analysis

Table B-1: List of Census Block Groups Used in the Retail Access Analysis

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
480219502001	2126	308	14.5	non-low-income	1277	849	60.1	39.9	minority	Yes
480219502002	3182	719	22.6	low-income	1921	1261	60.4	39.6	minority	Yes
480219502003	2053	118	5.7	non-low-income	1903	150	92.7	7.3	minority	Yes
480219502004	801	516	64.4	low-income	740	61	92.4	7.6	minority	Yes
480219502005	1211	110	9.1	non-low-income	1035	176	85.5	14.5	minority	Yes
484530001011	812	36	4.4	non-low-income	128	684	15.8	84.2	non-minority	Yes
484530001012	1466	47	3.2	non-low-income	256	1210	17.5	82.5	non-minority	Yes
484530001021	1544	71	4.6	non-low-income	197	1347	12.8	87.2	non-minority	Yes
484530002031	2334	671	28.7	low-income	903	1431	38.7	61.3	non-minority	Yes
484530002041	1237	494	39.9	low-income	389	848	31.5	68.6	non-minority	Yes
484530002051	1477	43	2.9	non-low-income	283	1194	19.2	80.8	non-minority	Yes
484530002052	1905	189	9.9	non-low-income	880	1025	46.2	53.8	non-minority	Yes
484530002053	548	32	5.8	non-low-income	114	434	20.8	79.2	non-minority	Yes
484530002061	1331	98	7.4	non-low-income	175	1156	13.2	86.9	non-minority	Yes
484530002062	784	10	1.3	non-low-income	111	673	14.2	85.8	non-minority	Yes
484530002063	1260	262	20.8	low-income	437	823	34.7	65.3	non-minority	Yes
484530003021	1086	115	10.6	non-low-income	233	853	21.5	78.6	non-minority	Yes
484530003041	1174	247	21.0	low-income	312	862	26.6	73.4	non-minority	Yes
484530003052	948	285	30.1	low-income	200	748	21.1	78.9	non-minority	Yes
484530003053	1617	272	16.8	low-income	443	1174	27.4	72.6	non-minority	Yes
484530003061	6029	775	12.9	non-low-income	2325	3704	38.6	61.4	non-minority	Yes
484530003071	1820	172	9.5	non-low-income	483	1337	26.5	73.5	non-minority	Yes
484530004012	2516	965	38.4	low-income	1019	1497	40.5	59.5	non-minority	Yes
484530004021	1427	247	17.3	low-income	494	933	34.6	65.4	non-minority	Yes
484530004022	1350	483	35.8	low-income	898	452	66.5	33.5	minority	Yes
484530005001	891	408	45.8	low-income	293	598	32.9	67.1	non-minority	Yes
484530005003	963	220	22.8	low-income	119	844	12.4	87.6	non-minority	Yes
484530005004	1213	290	23.9	low-income	146	1067	12.0	88.0	non-minority	Yes
484530006011	1249	505	40.4	low-income	510	739	40.8	59.2	non-minority	Yes
484530006012	9083	61	0.7	non-low-income	4886	4197	53.8	46.2	minority	Yes
484530006031	1056	532	50.4	low-income	395	661	37.4	62.6	non-minority	Yes
484530006032	2478	1852	74.7	low-income	1365	1113	55.1	44.9	minority	Yes
484530006033	1791	1315	73.4	low-income	958	833	53.5	46.5	minority	Yes
484530006034	1217	908	74.6	low-income	445	772	36.6	63.4	non-minority	Yes
484530006035	1712	1215	71.0	low-income	651	1061	38.0	62.0	non-minority	Yes
484530006042	3272	1870	57.2	low-income	1865	1407	57.0	43.0	minority	Yes
484530006043	3002	1551	51.7	low-income	1507	1495	50.2	49.8	non-minority	Yes
484530007001	1388	516	37.2	low-income	657	731	47.3	52.7	non-minority	Yes
484530008011	1794	364	20.3	low-income	1137	657	63.4	36.6	minority	Yes
484530008022	1113	744	66.8	low-income	940	173	84.5	15.5	minority	Yes
484530008041	1138	301	26.4	low-income	749	389	65.8	34.2	minority	Yes
484530009011	797	89	11.2	non-low-income	433	364	54.3	45.7	minority	Yes
484530009012	1807	244	13.5	non-low-income	1075	732	59.5	40.5	minority	Yes
484530009021	1021	302	29.6	low-income	754	267	73.9	26.2	minority	Yes
484530009022	2014	265	13.2	non-low-income	1186	828	58.9	41.1	minority	Yes
484530009023	1004	448	44.6	low-income	679	325	67.6	32.4	minority	Yes
484530009024	1542	481	31.2	low-income	907	635	58.8	41.2	minority	Yes
484530010004	450	48	10.7	non-low-income	249	201	55.3	44.7	minority	Yes
484530010005	589	106	18.0	low-income	340	249	57.7	42.3	minority	Yes

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530011001	4992	751	15.0	non-low-income	934	4058	18.7	81.3	non-minority	Yes
484530012002	3974	218	5.5	non-low-income	810	3164	20.4	79.6	non-minority	Yes
484530012003	809	57	7.0	non-low-income	191	618	23.6	76.4	non-minority	Yes
484530013032	2438	380	15.6	non-low-income	722	1716	29.6	70.4	non-minority	Yes
484530013041	1444	83	5.7	non-low-income	387	1057	26.8	73.2	non-minority	Yes
484530013042	1363	88	6.5	non-low-income	166	1197	12.2	87.8	non-minority	Yes
484530013043	933	24	2.6	non-low-income	248	685	26.6	73.4	non-minority	Yes
484530013044	853	60	7.0	non-low-income	275	578	32.2	67.8	non-minority	Yes
484530013052	1762	329	18.7	low-income	901	861	51.1	48.9	non-minority	Yes
484530013053	1288	197	15.3	non-low-income	273	1015	21.2	78.8	non-minority	Yes
484530013054	1272	134	10.5	non-low-income	220	1052	17.3	82.7	non-minority	Yes
484530013071	869	131	15.1	non-low-income	332	537	38.2	61.8	non-minority	Yes
484530013072	667	17	2.5	non-low-income	385	282	57.7	42.3	minority	Yes
484530013073	2190	573	26.2	low-income	1002	1188	45.8	54.3	non-minority	Yes
484530013083	1283	208	16.2	non-low-income	321	962	25.0	75.0	non-minority	Yes
484530014012	1302	137	10.5	non-low-income	357	945	27.4	72.6	non-minority	Yes
484530014023	928	128	13.8	non-low-income	253	675	27.3	72.7	non-minority	Yes
484530014031	875	128	14.6	non-low-income	388	487	44.3	55.7	non-minority	Yes
484530014032	928	224	24.1	low-income	331	597	35.7	64.3	non-minority	Yes
484530015011	1333	53	4.0	non-low-income	243	1090	18.2	81.8	non-minority	Yes
484530015012	1764	40	2.3	non-low-income	402	1362	22.8	77.2	non-minority	Yes
484530015013	1093	50	4.6	non-low-income	73	1020	6.7	93.3	non-minority	Yes
484530015014	1392	11	0.8	non-low-income	109	1283	7.8	92.2	non-minority	Yes
484530015031	1488	336	22.6	low-income	628	860	42.2	57.8	non-minority	Yes
484530015032	669	185	27.7	low-income	386	283	57.7	42.3	minority	Yes
484530015033	1331	218	16.4	non-low-income	452	879	34.0	66.0	non-minority	Yes
484530015034	902	113	12.5	non-low-income	347	555	38.5	61.5	non-minority	Yes
484530015041	2527	325	12.9	non-low-income	1203	1324	47.6	52.4	non-minority	Yes
484530015042	826	143	17.3	low-income	98	728	11.9	88.1	non-minority	Yes
484530015043	1522	39	2.6	non-low-income	330	1192	21.7	78.3	non-minority	Yes
484530015051	709	19	2.7	non-low-income	189	520	26.7	73.3	non-minority	Yes
484530015053	1502	63	4.2	non-low-income	245	1257	16.3	83.7	non-minority	Yes
484530015054	1055	48	4.5	non-low-income	106	949	10.1	90.0	non-minority	Yes
484530016021	1435	32	2.2	non-low-income	322	1113	22.4	77.6	non-minority	Yes
484530016022	771	47	6.1	non-low-income	107	664	13.9	86.1	non-minority	Yes
484530016023	1158	306	26.4	low-income	962	196	83.1	16.9	minority	Yes
484530016053	703	50	7.1	non-low-income	45	658	6.4	93.6	non-minority	Yes
484530017054	1693	70	4.1	non-low-income	99	1594	5.9	94.2	non-minority	Yes
484530017061	1062	54	5.1	non-low-income	239	823	22.5	77.5	non-minority	Yes
484530017062	1485	316	21.3	low-income	645	840	43.4	56.6	non-minority	Yes
484530017071	1580	91	5.8	non-low-income	335	1245	21.2	78.8	non-minority	Yes
484530017072	2615	225	8.6	non-low-income	821	1794	31.4	68.6	non-minority	Yes
484530017121	1479	109	7.4	non-low-income	362	1117	24.5	75.5	non-minority	Yes
484530017122	2249	592	26.3	low-income	1243	1006	55.3	44.7	minority	Yes
484530017123	829	192	23.2	low-income	272	557	32.8	67.2	non-minority	Yes
484530017131	1896	171	9.0	non-low-income	981	915	51.7	48.3	non-minority	Yes
484530017132	713	58	8.1	non-low-income	257	456	36.0	64.0	non-minority	Yes
484530017133	1881	139	7.4	non-low-income	625	1256	33.2	66.8	non-minority	Yes
484530017181	1949	568	29.1	low-income	1219	730	62.5	37.5	minority	Yes
484530017182	1650	154	9.3	non-low-income	273	1377	16.6	83.5	non-minority	Yes
484530017183	825	66	8.0	non-low-income	81	744	9.8	90.2	non-minority	Yes
484530017221	532	37	7.0	non-low-income	66	466	12.4	87.6	non-minority	Yes
484530017222	1460	136	9.3	non-low-income	512	948	35.1	64.9	non-minority	Yes
484530017223	1852	242	13.1	non-low-income	609	1243	32.9	67.1	non-minority	Yes
484530017281	1406	126	9.0	non-low-income	762	644	54.2	45.8	minority	Yes

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530017282	1079	146	13.5	non-low-income	481	598	44.6	55.4	non-minority	Yes
484530017284	2904	306	10.5	non-low-income	1209	1695	41.6	58.4	non-minority	Yes
484530017291	1473	52	3.5	non-low-income	413	1060	28.0	72.0	non-minority	Yes
484530017292	939	194	20.7	low-income	356	583	37.9	62.1	non-minority	Yes
484530017293	2663	300	11.3	non-low-income	1507	1156	56.6	43.4	minority	Yes
484530017371	1463	145	9.9	non-low-income	573	890	39.2	60.8	non-minority	Yes
484530017372	5743	70	1.2	non-low-income	1890	3853	32.9	67.1	non-minority	Yes
484530017381	776	0	0.0	non-low-income	120	656	15.5	84.5	non-minority	Yes
484530017382	1069	50	4.7	non-low-income	371	698	34.7	65.3	non-minority	Yes
484530017401	2514	197	7.8	non-low-income	1013	1501	40.3	59.7	non-minority	Yes
484530017402	2503	85	3.4	non-low-income	839	1664	33.5	66.5	non-minority	Yes
484530017451	1083	69	6.4	non-low-income	114	969	10.5	89.5	non-minority	Yes
484530017452	1180	165	14.0	non-low-income	327	853	27.7	72.3	non-minority	Yes
484530017471	3429	886	25.8	low-income	2459	970	71.7	28.3	minority	Yes
484530017472	943	30	3.2	non-low-income	644	299	68.3	31.7	minority	Yes
484530017473	1718	456	26.5	low-income	559	1159	32.5	67.5	non-minority	Yes
484530017482	3904	336	8.6	non-low-income	1927	1977	49.4	50.6	non-minority	Yes
484530017491	1169	101	8.6	non-low-income	384	785	32.9	67.2	non-minority	Yes
484530017493	2837	655	23.1	low-income	2357	480	83.1	16.9	minority	Yes
484530017494	1891	145	7.7	non-low-income	833	1058	44.1	56.0	non-minority	Yes
484530017501	1252	90	7.2	non-low-income	576	676	46.0	54.0	non-minority	Yes
484530017502	1663	245	14.7	non-low-income	1051	612	63.2	36.8	minority	Yes
484530017503	1934	130	6.7	non-low-income	1041	893	53.8	46.2	minority	Yes
484530017511	647	42	6.5	non-low-income	61	586	9.4	90.6	non-minority	Yes
484530017512	1556	52	3.3	non-low-income	202	1354	13.0	87.0	non-minority	Yes
484530017521	1450	648	44.7	low-income	943	507	65.0	35.0	minority	Yes
484530017523	1155	203	17.6	low-income	606	549	52.5	47.5	non-minority	Yes
484530017531	1255	72	5.7	non-low-income	643	612	51.2	48.8	non-minority	Yes
484530017541	2152	139	6.5	non-low-income	889	1263	41.3	58.7	non-minority	Yes
484530017542	1354	94	6.9	non-low-income	285	1069	21.1	79.0	non-minority	Yes
484530017543	1523	32	2.1	non-low-income	278	1245	18.3	81.8	non-minority	Yes
484530017561	2609	32	1.2	non-low-income	787	1822	30.2	69.8	non-minority	Yes
484530017562	1973	85	4.3	non-low-income	642	1331	32.5	67.5	non-minority	Yes
484530017662	1716	48	2.8	non-low-income	281	1435	16.4	83.6	non-minority	Yes
484530017761	1791	214	11.9	non-low-income	705	1086	39.4	60.6	non-minority	Yes
484530017762	1345	84	6.2	non-low-income	585	760	43.5	56.5	non-minority	Yes
484530017771	4140	257	6.2	non-low-income	2147	1993	51.9	48.1	non-minority	Yes
484530017772	1682	141	8.4	non-low-income	287	1395	17.1	82.9	non-minority	Yes
484530017791	2412	409	17.0	low-income	1031	1381	42.7	57.3	non-minority	Yes
484530017801	3180	205	6.4	non-low-income	545	2635	17.1	82.9	non-minority	Yes
484530018041	2213	1272	57.5	low-income	1509	704	68.2	31.8	minority	Yes
484530018042	1913	120	6.3	non-low-income	1032	881	54.0	46.1	minority	Yes
484530018051	1647	648	39.3	low-income	1292	355	78.5	21.6	minority	Yes
484530018052	2985	1047	35.1	low-income	2206	779	73.9	26.1	minority	Yes
484530018061	1386	209	15.1	non-low-income	1310	76	94.5	5.5	minority	Yes
484530018062	2329	452	19.4	low-income	1940	389	83.3	16.7	minority	Yes
484530018064	1154	628	54.4	low-income	954	200	82.7	17.3	minority	Yes
484530018111	1842	755	41.0	low-income	1535	307	83.3	16.7	minority	Yes
484530018121	1760	397	22.6	low-income	1176	584	66.8	33.2	minority	Yes
484530018122	3445	1618	47.0	low-income	2869	576	83.3	16.7	minority	Yes
484530018123	2684	665	24.8	low-income	2292	392	85.4	14.6	minority	Yes
484530018131	4048	1492	36.9	low-income	3493	555	86.3	13.7	minority	Yes
484530018132	3418	1374	40.2	low-income	2953	465	86.4	13.6	minority	Yes
484530018171	1154	396	34.3	low-income	569	585	49.3	50.7	non-minority	Yes
484530018172	1238	183	14.8	non-low-income	382	856	30.9	69.1	non-minority	Yes

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530018173	1713	22	1.3	non-low-income	208	1505	12.1	87.9	non-minority	Yes
484530018181	2060	970	47.1	low-income	1655	405	80.3	19.7	minority	Yes
484530018182	3077	1852	60.2	low-income	2199	878	71.5	28.5	minority	Yes
484530018183	1577	341	21.6	low-income	688	889	43.6	56.4	non-minority	Yes
484530018191	3327	1247	37.5	low-income	2460	867	73.9	26.1	minority	Yes
484530018192	945	497	52.6	low-income	821	124	86.9	13.1	minority	Yes
484530018201	2164	771	35.6	low-income	1876	288	86.7	13.3	minority	Yes
484530018202	2486	1341	53.9	low-income	2089	397	84.0	16.0	minority	Yes
484530018203	3063	849	27.7	low-income	2533	530	82.7	17.3	minority	Yes
484530018211	1870	417	22.3	low-income	1171	699	62.6	37.4	minority	Yes
484530018212	1114	149	13.4	non-low-income	447	667	40.1	59.9	non-minority	Yes
484530018213	2610	254	9.7	non-low-income	2218	392	85.0	15.0	minority	Yes
484530018221	2553	624	24.4	low-income	2183	370	85.5	14.5	minority	Yes
484530018222	1466	23	1.6	non-low-income	596	870	40.7	59.4	non-minority	Yes
484530018223	1282	586	45.7	low-income	1231	51	96.0	4.0	minority	Yes
484530018224	1499	1029	68.6	low-income	1318	181	87.9	12.1	minority	Yes
484530018231	4287	1566	36.5	low-income	3841	446	89.6	10.4	minority	Yes
484530018232	1319	164	12.4	non-low-income	1182	137	89.6	10.4	minority	Yes
484530018233	1648	719	43.6	low-income	1533	115	93.0	7.0	minority	Yes
484530018241	728	152	20.9	low-income	364	364	50.0	50.0	non-minority	Yes
484530018261	974	235	24.1	low-income	613	361	62.9	37.1	minority	Yes
484530018262	1814	142	7.8	non-low-income	756	1058	41.7	58.3	non-minority	Yes
484530018281	1904	47	2.5	non-low-income	521	1383	27.4	72.6	non-minority	Yes
484530018291	1042	69	6.6	non-low-income	265	777	25.4	74.6	non-minority	Yes
484530018292	1417	79	5.6	non-low-income	386	1031	27.2	72.8	non-minority	Yes
484530018331	4588	530	11.6	non-low-income	4418	170	96.3	3.7	minority	Yes
484530018333	1637	139	8.5	non-low-income	730	907	44.6	55.4	non-minority	Yes
484530018391	4955	332	6.7	non-low-income	3564	1391	71.9	28.1	minority	Yes
484530018392	5217	432	8.3	non-low-income	4390	827	84.2	15.9	minority	Yes
484530018401	7229	1652	22.9	low-income	5683	1546	78.6	21.4	minority	Yes
484530018403	2508	430	17.1	low-income	1158	1350	46.2	53.8	non-minority	Yes
484530018431	1148	109	9.5	non-low-income	577	571	50.3	49.7	non-minority	Yes
484530018432	1376	28	2.0	non-low-income	795	581	57.8	42.2	minority	Yes
484530018441	1691	427	25.3	low-income	912	779	53.9	46.1	minority	Yes
484530018442	1845	190	10.3	non-low-income	1177	668	63.8	36.2	minority	Yes
484530018443	621	137	22.1	low-income	270	351	43.5	56.5	non-minority	Yes
484530018451	2121	161	7.6	non-low-income	824	1297	38.9	61.2	non-minority	Yes
484530018452	1077	75	7.0	non-low-income	360	717	33.4	66.6	non-minority	Yes
484530018461	1014	50	4.9	non-low-income	204	810	20.1	79.9	non-minority	Yes
484530018462	1512	33	2.2	non-low-income	427	1085	28.2	71.8	non-minority	Yes
484530018472	5693	432	7.6	non-low-income	3264	2429	57.3	42.7	minority	Yes
484530018482	1183	27	2.3	non-low-income	780	403	65.9	34.1	minority	Yes
484530018483	3042	267	8.8	non-low-income	1954	1088	64.2	35.8	minority	Yes
484530018491	3934	359	9.1	non-low-income	1767	2167	44.9	55.1	non-minority	Yes
484530018492	1269	89	7.0	non-low-income	335	934	26.4	73.6	non-minority	Yes
484530018493	1194	407	34.1	low-income	667	527	55.9	44.1	minority	Yes
484530018494	1958	344	17.6	low-income	1263	695	64.5	35.5	minority	Yes
484530018501	878	206	23.5	low-income	427	451	48.6	51.4	non-minority	Yes
484530018503	2017	188	9.3	non-low-income	661	1356	32.8	67.2	non-minority	Yes
484530018513	2686	219	8.2	non-low-income	2045	641	76.1	23.9	minority	Yes
484530018514	2002	446	22.3	low-income	1438	564	71.8	28.2	minority	Yes
484530018532	1509	125	8.3	non-low-income	849	660	56.3	43.7	minority	Yes
484530018571	3263	440	13.5	non-low-income	1727	1536	52.9	47.1	minority	Yes
484530018572	2994	176	5.9	non-low-income	1685	1309	56.3	43.7	minority	Yes
484530018631	2255	828	36.7	low-income	1778	477	78.9	21.2	minority	Yes

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530018632	1299	285	21.9	low-income	853	446	65.7	34.3	minority	Yes
484530018641	1239	116	9.4	non-low-income	435	804	35.1	64.9	non-minority	Yes
484530018642	1404	239	17.0	low-income	724	680	51.6	48.4	non-minority	Yes
484530019012	2379	468	19.7	low-income	1012	1367	42.5	57.5	non-minority	Yes
484530019013	1850	94	5.1	non-low-income	625	1225	33.8	66.2	non-minority	Yes
484530019082	6060	929	15.3	non-low-income	3358	2702	55.4	44.6	minority	Yes
484530019104	1113	73	6.6	non-low-income	149	964	13.4	86.6	non-minority	Yes
484530019151	2138	233	10.9	non-low-income	712	1426	33.3	66.7	non-minority	Yes
484530019182	707	19	2.7	non-low-income	122	585	17.3	82.7	non-minority	Yes
484530019191	1508	12	0.8	non-low-income	173	1335	11.5	88.5	non-minority	Yes
484530019192	1683	13	0.8	non-low-income	326	1357	19.4	80.6	non-minority	Yes
484530019193	754	0	0.0	non-low-income	477	277	63.3	36.7	minority	Yes
484530020021	2005	127	6.3	non-low-income	866	1139	43.2	56.8	non-minority	Yes
484530020031	1734	265	15.3	non-low-income	762	972	43.9	56.1	non-minority	Yes
484530020032	2441	707	29.0	low-income	1617	824	66.2	33.8	minority	Yes
484530020041	2346	411	17.5	low-income	1059	1287	45.1	54.9	non-minority	Yes
484530020042	386	48	12.4	non-low-income	120	266	31.1	68.9	non-minority	Yes
484530020051	2203	309	14.0	non-low-income	702	1501	31.9	68.1	non-minority	Yes
484530021041	2092	752	35.9	low-income	1241	851	59.3	40.7	minority	Yes
484530021042	1212	83	6.8	non-low-income	294	918	24.3	75.7	non-minority	Yes
484530021051	1740	241	13.9	non-low-income	1140	600	65.5	34.5	minority	Yes
484530021052	2831	1313	46.4	low-income	2349	482	83.0	17.0	minority	Yes
484530021053	519	115	22.2	low-income	144	375	27.8	72.3	non-minority	Yes
484530021061	1089	137	12.6	non-low-income	837	252	76.9	23.1	minority	Yes
484530021063	933	67	7.2	non-low-income	379	554	40.6	59.4	non-minority	Yes
484530021071	1141	76	6.7	non-low-income	764	377	67.0	33.0	minority	Yes
484530021072	1220	145	11.9	non-low-income	785	435	64.3	35.7	minority	Yes
484530021074	1524	424	27.8	low-income	1129	395	74.1	25.9	minority	Yes
484530021081	2770	661	23.9	low-income	2331	439	84.2	15.9	minority	Yes
484530021082	1312	222	16.9	low-income	1103	209	84.1	15.9	minority	Yes
484530021091	1127	301	26.7	low-income	628	499	55.7	44.3	minority	Yes
484530021092	1498	251	16.8	low-income	827	671	55.2	44.8	minority	Yes
484530021093	1618	371	22.9	low-income	1244	374	76.9	23.1	minority	Yes
484530021101	3055	985	32.2	low-income	2350	705	76.9	23.1	minority	Yes
484530021111	2253	1270	56.4	low-income	1815	438	80.6	19.4	minority	Yes
484530021112	1215	260	21.4	low-income	945	270	77.8	22.2	minority	Yes
484530021113	2174	441	20.3	low-income	1386	788	63.8	36.3	minority	Yes
484530021121	1104	564	51.1	low-income	719	385	65.1	34.9	minority	Yes
484530021131	1964	408	20.8	low-income	1265	699	64.4	35.6	minority	Yes
484530021132	705	0	0.0	non-low-income	242	463	34.3	65.7	non-minority	Yes
484530022012	994	339	34.1	low-income	897	97	90.2	9.8	minority	Yes
484530022021	2301	332	14.4	non-low-income	2079	222	90.4	9.7	minority	Yes
484530022023	6111	2927	47.9	low-income	5918	193	96.8	3.2	minority	Yes
484530022081	1374	313	22.8	low-income	940	434	68.4	31.6	minority	Yes
484530022082	1694	402	23.7	low-income	1694	0	100.0	0.0	minority	Yes
484530022091	5061	1122	22.2	low-income	4355	706	86.1	14.0	minority	Yes
484530022101	2263	418	18.5	low-income	1689	574	74.6	25.4	minority	Yes
484530022121	1452	318	21.9	low-income	1278	174	88.0	12.0	minority	Yes
484530023041	874	56	6.4	non-low-income	430	444	49.2	50.8	non-minority	Yes
484530023042	2384	171	7.2	non-low-income	806	1578	33.8	66.2	non-minority	Yes
484530023043	942	335	35.6	low-income	693	249	73.6	26.4	minority	Yes
484530023074	1093	194	17.7	low-income	567	526	51.9	48.1	non-minority	Yes
484530023081	1251	315	25.2	low-income	675	576	54.0	46.0	minority	Yes
484530023082	1061	224	21.1	low-income	389	672	36.7	63.3	non-minority	Yes
484530023084	2257	589	26.1	low-income	1581	676	70.1	30.0	minority	Yes

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530023121	1083	411	38.0	low-income	870	213	80.3	19.7	minority	Yes
484530023123	4172	1485	35.6	low-income	2815	1357	67.5	32.5	minority	Yes
484530023132	2329	1060	45.5	low-income	1794	535	77.0	23.0	minority	Yes
484530023141	538	272	50.6	low-income	438	100	81.4	18.6	minority	Yes
484530023142	1917	505	26.3	low-income	983	934	51.3	48.7	non-minority	Yes
484530023143	765	52	6.8	non-low-income	355	410	46.4	53.6	non-minority	Yes
484530023144	2172	774	35.6	low-income	1801	371	82.9	17.1	minority	Yes
484530023151	1504	541	36.0	low-income	1126	378	74.9	25.1	minority	Yes
484530023152	1450	295	20.3	low-income	957	493	66.0	34.0	minority	Yes
484530023161	1444	157	10.9	non-low-income	1020	424	70.6	29.4	minority	Yes
484530023162	1853	632	34.1	low-income	1188	665	64.1	35.9	minority	Yes
484530023163	1290	212	16.4	non-low-income	954	336	74.0	26.1	minority	Yes
484530023171	5233	2741	52.4	low-income	3801	1432	72.6	27.4	minority	Yes
484530023172	1348	844	62.6	low-income	1184	164	87.8	12.2	minority	Yes
484530023181	4848	1183	24.4	low-income	3800	1048	78.4	21.6	minority	Yes
484530023182	2367	668	28.2	low-income	2116	251	89.4	10.6	minority	Yes
484530024021	1160	171	14.7	non-low-income	287	873	24.7	75.3	non-minority	Yes
484530024022	2381	532	22.3	low-income	1590	791	66.8	33.2	minority	Yes
484530024023	1002	446	44.5	low-income	453	549	45.2	54.8	non-minority	Yes
484530024024	3971	593	14.9	non-low-income	2194	1777	55.3	44.8	minority	Yes
484530024031	1210	195	16.1	non-low-income	506	704	41.8	58.2	non-minority	Yes
484530024032	1533	339	22.1	low-income	734	799	47.9	52.1	non-minority	Yes
484530024101	2461	447	18.2	low-income	1375	1086	55.9	44.1	minority	Yes
484530024131	1079	479	44.4	low-income	1065	14	98.7	1.3	minority	Yes
484530024132	2585	1232	47.7	low-income	2063	522	79.8	20.2	minority	Yes
484530024133	1381	233	16.9	low-income	1289	92	93.3	6.7	minority	Yes
484530024191	2668	768	28.8	low-income	2293	375	85.9	14.1	minority	Yes
484530024192	2277	608	26.7	low-income	2039	238	89.6	10.5	minority	Yes
484530024211	6780	1532	22.6	low-income	4056	2724	59.8	40.2	minority	Yes
484530024213	1529	117	7.7	non-low-income	772	757	50.5	49.5	non-minority	Yes
484530024221	2239	168	7.5	non-low-income	750	1489	33.5	66.5	non-minority	Yes
484530024222	1185	68	5.7	non-low-income	848	337	71.6	28.4	minority	Yes
484530024223	2646	51	1.9	non-low-income	1745	901	66.0	34.1	minority	Yes
484530024232	2310	259	11.2	non-low-income	873	1437	37.8	62.2	non-minority	Yes
484530024233	2139	145	6.8	non-low-income	1281	858	59.9	40.1	minority	Yes
484530024241	1023	131	12.8	non-low-income	421	602	41.2	58.9	non-minority	Yes
484530024251	1924	308	16.0	non-low-income	1239	685	64.4	35.6	minority	Yes
484530024252	2418	109	4.5	non-low-income	1611	807	66.6	33.4	minority	Yes
484530024273	2906	830	28.6	low-income	2624	282	90.3	9.7	minority	Yes
484530024274	2042	796	39.0	low-income	1858	184	91.0	9.0	minority	Yes
484530024291	1645	672	40.9	low-income	1108	537	67.4	32.6	minority	Yes
484530024311	2744	760	27.7	low-income	2489	255	90.7	9.3	minority	Yes
484530024312	2915	400	13.7	non-low-income	2286	629	78.4	21.6	minority	Yes
484530024313	4240	470	11.1	non-low-income	3362	878	79.3	20.7	minority	Yes
484530024331	2232	212	9.5	non-low-income	1750	482	78.4	21.6	minority	Yes
484530024332	7226	853	11.8	non-low-income	6404	822	88.6	11.4	minority	Yes
484530025002	1380	37	2.7	non-low-income	437	943	31.7	68.3	non-minority	Yes
484530025004	1728	412	23.8	low-income	689	1039	39.9	60.1	non-minority	Yes
484910203111	5128	509	9.9	non-low-income	2792	2336	54.5	45.6	minority	Yes
484910203161	2109	38	1.8	non-low-income	1006	1103	47.7	52.3	non-minority	Yes
484910203162	3538	324	9.2	non-low-income	1192	2346	33.7	66.3	non-minority	Yes
484910203182	3963	440	11.1	non-low-income	1311	2652	33.1	66.9	non-minority	Yes
484910203223	3057	293	9.6	non-low-income	937	2120	30.7	69.4	non-minority	Yes
484910203262	3034	87	2.9	non-low-income	799	2235	26.3	73.7	non-minority	Yes
484910204032	1101	301	27.3	low-income	526	575	47.8	52.2	non-minority	Yes

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484910204051	948	180	19.0	low-income	732	216	77.2	22.8	minority	Yes
484910204054	2059	167	8.1	non-low-income	1239	820	60.2	39.8	minority	Yes
484910204061	2928	556	19.0	low-income	1119	1809	38.2	61.8	non-minority	Yes
484910204062	3726	430	11.5	non-low-income	1442	2284	38.7	61.3	non-minority	Yes
484910204081	2277	116	5.1	non-low-income	623	1654	27.4	72.6	non-minority	Yes
484910204082	1398	81	5.8	non-low-income	757	641	54.2	45.9	minority	Yes
484910204083	801	49	6.1	non-low-income	203	598	25.3	74.7	non-minority	Yes
484910204102	1953	145	7.4	non-low-income	742	1211	38.0	62.0	non-minority	Yes
484910205031	2725	134	4.9	non-low-income	1126	1599	41.3	58.7	non-minority	Yes
484910205033	1912	38	2.0	non-low-income	813	1099	42.5	57.5	non-minority	Yes
484910205041	2582	338	13.1	non-low-income	1875	707	72.6	27.4	minority	Yes
484910205042	1649	198	12.0	non-low-income	1099	550	66.7	33.4	minority	Yes
484910205043	4495	454	10.1	non-low-income	2717	1778	60.4	39.6	minority	Yes
484910205044	2027	111	5.5	non-low-income	1245	782	61.4	38.6	minority	Yes
484910205052	880	7	0.8	non-low-income	198	682	22.5	77.5	non-minority	Yes
484910205061	2986	201	6.7	non-low-income	1062	1924	35.6	64.4	non-minority	Yes
484910207011	1217	165	13.6	non-low-income	922	295	75.8	24.2	minority	Yes
484910207012	1318	437	33.2	low-income	819	499	62.1	37.9	minority	Yes
484910207031	2491	248	10.0	non-low-income	1637	854	65.7	34.3	minority	Yes
484910207032	2997	582	19.4	low-income	1723	1274	57.5	42.5	minority	Yes
484910207033	2389	890	37.3	low-income	1359	1030	56.9	43.1	minority	Yes
484910207041	2638	252	9.6	non-low-income	1293	1345	49.0	51.0	non-minority	Yes
484910207042	1906	338	17.7	low-income	1116	790	58.6	41.5	minority	Yes
484910207043	1746	505	28.9	low-income	1073	673	61.5	38.6	minority	Yes
484910207072	2421	253	10.5	non-low-income	1688	733	69.7	30.3	minority	Yes
484910215031	2456	536	21.8	low-income	1424	1032	58.0	42.0	minority	Yes
484910215032	2468	159	6.4	non-low-income	1142	1326	46.3	53.7	non-minority	Yes
484910215041	1991	136	6.8	non-low-income	632	1359	31.7	68.3	non-minority	Yes
484910215043	3478	676	19.4	low-income	1906	1572	54.8	45.2	minority	Yes
484910215052	3001	414	13.8	non-low-income	1899	1102	63.3	36.7	minority	Yes
484910215071	5970	561	9.4	non-low-income	2749	3221	46.1	54.0	non-minority	Yes
484910215082	2516	194	7.7	non-low-income	1197	1319	47.6	52.4	non-minority	Yes
484910215083	2529	198	7.8	non-low-income	1254	1275	49.6	50.4	non-minority	Yes
484910205081	4036	214	5.3	non-low-income	2529	1507	62.7	37.3	minority	No
484910204052	1568	173	11.0	non-low-income	546	1022	34.8	65.2	non-minority	No
484910204053	1810	447	24.7	low-income	862	948	47.6	52.4	non-minority	No
484530019011	1961	118	6.0	non-low-income	308	1653	15.7	84.3	non-minority	No
484530024271	1009	309	30.6	low-income	736	273	72.9	27.1	minority	No
484530024302	35	0	0.0	non-low-income	28	7	80.0	20.0	minority	No
484530024301	0	0	0.0	-	0	0	0.0	-	-	No
484530024092	1276	200	15.7	non-low-income	771	505	60.4	39.6	minority	No
484530003042	1953	353	18.1	low-income	400	1553	20.5	79.5	non-minority	No
484530003051	1528	239	15.6	non-low-income	241	1287	15.8	84.2	non-minority	No
484530003025	1071	244	22.8	low-income	232	839	21.7	78.3	non-minority	No
484530015052	1515	151	10.0	non-low-income	299	1216	19.7	80.3	non-minority	No
484530018322	874	61	7.0	non-low-income	196	678	22.4	77.6	non-minority	No
484530018353	3052	665	21.8	low-income	2273	779	74.5	25.5	minority	No
484530017821	1417	53	3.7	non-low-income	803	614	56.7	43.3	minority	No
484530017751	7784	568	7.3	non-low-income	2741	5043	35.2	64.8	non-minority	No
484530017701	7884	178	2.3	non-low-income	2257	5627	28.6	71.4	non-minority	No
484530017703	2548	140	5.5	non-low-income	949	1599	37.2	62.8	non-minority	No
484530024231	1558	161	10.3	non-low-income	686	872	44.0	56.0	non-minority	No
484530018063	2305	321	13.9	non-low-income	1861	444	80.7	19.3	minority	No
484530018342	8501	923	10.9	non-low-income	5051	3450	59.4	40.6	minority	No
484530018352	1353	329	24.3	low-income	916	437	67.7	32.3	minority	No

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530018321	2137	331	15.5	non-low-income	1315	822	61.5	38.5	minority	No
484530005002	1364	459	33.7	low-income	350	1014	25.7	74.3	non-minority	No
484530021122	2489	1217	48.9	low-income	1853	636	74.5	25.6	minority	No
484530017863	1937	127	6.6	non-low-income	1377	560	71.1	28.9	minority	No
484530017663	8229	278	3.4	non-low-income	2535	5694	30.8	69.2	non-minority	No
484530019111	1615	142	8.8	non-low-income	523	1092	32.4	67.6	non-minority	No
484530024282	6536	401	6.1	non-low-income	3982	2554	60.9	39.1	minority	No
484530017063	1347	10	0.7	non-low-income	227	1120	16.9	83.2	non-minority	No
484530017073	1091	14	1.3	non-low-income	240	851	22.0	78.0	non-minority	No
484530018112	1417	257	18.1	low-income	969	448	68.4	31.6	minority	No
484530021133	1034	115	11.1	non-low-income	397	637	38.4	61.6	non-minority	No
484530022084	2095	356	17.0	low-income	1503	592	71.7	28.3	minority	No
484530022111	3069	540	17.6	low-income	2586	483	84.3	15.7	minority	No
484530016032	1003	9	0.9	non-low-income	148	855	14.8	85.2	non-minority	No
484530016033	537	49	9.1	non-low-income	0	537	0.0	100.0	non-minority	No
484530016034	977	6	0.6	non-low-income	180	797	18.4	81.6	non-minority	No
484530017373	3581	185	5.2	non-low-income	572	3009	16.0	84.0	non-minority	No
484530016043	954	0	0.0	non-low-income	9	945	0.9	99.1	non-minority	No
484530016044	1038	31	3.0	non-low-income	71	967	6.8	93.2	non-minority	No
484530016051	1694	56	3.3	non-low-income	159	1535	9.4	90.6	non-minority	No
484530016052	730	62	8.5	non-low-income	147	583	20.1	79.9	non-minority	No
484530016054	841	76	9.0	non-low-income	59	782	7.0	93.0	non-minority	No
484530017053	840	19	2.3	non-low-income	58	782	6.9	93.1	non-minority	No
484530017811	1357	4	0.3	non-low-income	352	1005	25.9	74.1	non-minority	No
484530017184	1821	41	2.3	non-low-income	127	1694	7.0	93.0	non-minority	No
484530017191	1655	136	8.2	non-low-income	361	1294	21.8	78.2	non-minority	No
484530016041	1337	21	1.6	non-low-income	192	1145	14.4	85.6	non-minority	No
484530016042	678	13	1.9	non-low-income	17	661	2.5	97.5	non-minority	No
484530017572	1561	35	2.2	non-low-income	467	1094	29.9	70.1	non-minority	No
484530017283	1047	56	5.3	non-low-income	373	674	35.6	64.4	non-minority	No
484530001022	1036	23	2.2	non-low-income	35	1001	3.4	96.6	non-minority	No
484530016031	1014	0	0.0	non-low-income	59	955	5.8	94.2	non-minority	No
484530019142	1149	0	0.0	non-low-income	75	1074	6.5	93.5	non-minority	No
484530019143	2450	217	8.9	non-low-income	650	1800	26.5	73.5	non-minority	No
484530024112	2492	1171	47.0	low-income	2347	145	94.2	5.8	minority	No
484530022022	1335	623	46.7	low-income	1294	41	96.9	3.1	minority	No
484530017461	3131	281	9.0	non-low-income	1200	1931	38.3	61.7	non-minority	No
484530017383	1284	32	2.5	non-low-income	400	884	31.2	68.9	non-minority	No
484530017384	2936	266	9.1	non-low-income	893	2043	30.4	69.6	non-minority	No
484530017285	1041	0	0.0	non-low-income	204	837	19.6	80.4	non-minority	No
484530017332	1322	32	2.4	non-low-income	560	762	42.4	57.6	non-minority	No
484530017385	781	0	0.0	non-low-income	183	598	23.4	76.6	non-minority	No
484530017812	1259	75	6.0	non-low-income	409	850	32.5	67.5	non-minority	No
484530013081	510	14	2.7	non-low-income	116	394	22.8	77.3	non-minority	No
484530010002	684	120	17.5	low-income	247	437	36.1	63.9	non-minority	No
484530021123	1833	480	26.2	low-income	1134	699	61.9	38.1	minority	No
484530018502	887	85	9.6	non-low-income	443	444	49.9	50.1	non-minority	No
484910204041	1666	284	17.0	low-income	480	1186	28.8	71.2	non-minority	No
484530004023	884	135	15.3	non-low-income	409	475	46.3	53.7	non-minority	No
484530013082	585	64	10.9	non-low-income	293	292	50.1	49.9	non-minority	No
484530014022	753	23	3.1	non-low-income	112	641	14.9	85.1	non-minority	No
484530002042	1281	43	3.4	non-low-income	246	1035	19.2	80.8	non-minority	No
484530002043	578	69	11.9	non-low-income	153	425	26.5	73.5	non-minority	No
484530008031	1225	119	9.7	non-low-income	549	676	44.8	55.2	non-minority	No
484530008032	793	77	9.7	non-low-income	376	417	47.4	52.6	non-minority	No

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530008033	923	269	29.1	low-income	250	673	27.1	72.9	non-minority	No
484530008042	1520	581	38.2	low-income	1088	432	71.6	28.4	minority	No
484530017802	1437	311	21.6	low-income	343	1094	23.9	76.1	non-minority	No
484530017793	2585	52	2.0	non-low-income	287	2298	11.1	88.9	non-minority	No
484530017691	2472	289	11.7	non-low-income	768	1704	31.1	68.9	non-minority	No
484530017692	4516	188	4.2	non-low-income	1690	2826	37.4	62.6	non-minority	No
484530018043	2631	1371	52.1	low-income	2376	255	90.3	9.7	minority	No
484530024262	895	53	5.9	non-low-income	785	110	87.7	12.3	minority	No
484530024212	2671	717	26.8	low-income	1584	1087	59.3	40.7	minority	No
484530008021	1520	148	9.7	non-low-income	586	934	38.6	61.5	non-minority	No
484530017052	1321	59	4.5	non-low-income	320	1001	24.2	75.8	non-minority	No
484530013084	676	86	12.7	non-low-income	284	392	42.0	58.0	non-minority	No
484530017142	3553	81	2.3	non-low-income	1483	2070	41.7	58.3	non-minority	No
484530016035	1705	133	7.8	non-low-income	629	1076	36.9	63.1	non-minority	No
484530020053	1934	232	12.0	non-low-income	1228	706	63.5	36.5	minority	No
484530003023	992	181	18.2	low-income	143	849	14.4	85.6	non-minority	No
484530017481	2617	137	5.2	non-low-income	671	1946	25.6	74.4	non-minority	No
484530019101	980	48	4.9	non-low-income	152	828	15.5	84.5	non-minority	No
484530018334	2241	746	33.3	low-income	1575	666	70.3	29.7	minority	No
484530017861	1876	76	4.1	non-low-income	1221	655	65.1	34.9	minority	No
484530021102	1166	183	15.7	non-low-income	864	302	74.1	25.9	minority	No
484530023073	1011	285	28.2	low-income	690	321	68.3	31.8	minority	No
484530024071	5874	665	11.3	non-low-income	2496	3378	42.5	57.5	non-minority	No
484530001013	2133	299	14.0	non-low-income	367	1766	17.2	82.8	non-minority	No
484530003024	1018	139	13.7	non-low-income	404	614	39.7	60.3	non-minority	No
484530003022	1068	320	30.0	low-income	577	491	54.0	46.0	minority	No
484530004011	1713	115	6.7	non-low-income	262	1451	15.3	84.7	non-minority	No
484530010001	535	20	3.7	non-low-income	361	174	67.5	32.5	minority	No
484530010003	1275	297	23.3	low-income	638	637	50.0	50.0	non-minority	No
484530012001	1074	47	4.4	non-low-income	281	793	26.2	73.8	non-minority	No
484530013031	1833	120	6.5	non-low-income	447	1386	24.4	75.6	non-minority	No
484530019102	1060	124	11.7	non-low-income	179	881	16.9	83.1	non-minority	No
484530013033	822	33	4.0	non-low-income	179	643	21.8	78.2	non-minority	No
484530018471	1239	106	8.6	non-low-income	644	595	52.0	48.0	non-minority	No
484530018481	1001	56	5.6	non-low-income	476	525	47.6	52.5	non-minority	No
484530023071	1077	165	15.3	non-low-income	581	496	54.0	46.1	minority	No
484530023083	1898	406	21.4	low-income	1078	820	56.8	43.2	minority	No
484530023191	2368	36	1.5	non-low-income	1596	772	67.4	32.6	minority	No
484530024351	2541	546	21.5	low-income	2106	435	82.9	17.1	minority	No
484530024352	5777	1524	26.4	low-income	5179	598	89.7	10.4	minority	No
484530023072	2766	670	24.2	low-income	1653	1113	59.8	40.2	minority	No
484530023102	2329	753	32.3	low-income	2045	284	87.8	12.2	minority	No
484530022011	1229	346	28.2	low-income	1097	132	89.3	10.7	minority	No
484910206022	1103	256	23.2	low-income	787	316	71.4	28.7	minority	No
484910204101	1435	0	0.0	non-low-income	596	839	41.5	58.5	non-minority	No
484530017143	1745	25	1.4	non-low-income	586	1159	33.6	66.4	non-minority	No
484530023131	2260	600	26.5	low-income	1556	704	68.9	31.2	minority	No
484530018512	2426	793	32.7	low-income	1315	1111	54.2	45.8	minority	No
484530024261	8847	656	7.4	non-low-income	6699	2148	75.7	24.3	minority	No
484530006041	1274	687	53.9	low-income	433	841	34.0	66.0	non-minority	No
484530017661	1263	435	34.4	low-income	579	684	45.8	54.2	non-minority	No
484530024272	2089	382	18.3	low-income	1883	206	90.1	9.9	minority	No
484530018531	1784	32	1.8	non-low-income	476	1308	26.7	73.3	non-minority	No
484530017702	2575	19	0.7	non-low-income	311	2264	12.1	87.9	non-minority	No
484530011002	2418	173	7.2	non-low-income	569	1849	23.5	76.5	non-minority	No

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530014011	1871	152	8.1	non-low-income	385	1486	20.6	79.4	non-minority	No
484530008023	1159	859	74.1	low-income	946	213	81.6	18.4	minority	No
484530013051	1322	188	14.2	non-low-income	306	1016	23.2	76.9	non-minority	No
484530014021	833	75	9.0	non-low-income	192	641	23.1	77.0	non-minority	No
484530024321	1750	408	23.3	low-income	1257	493	71.8	28.2	minority	No
484539800001	0	0	0.0	-	0	0	0.0	0.0	-	No
484530024303	2558	472	18.5	low-income	2043	515	79.9	20.1	minority	No
484530019103	1596	214	13.4	non-low-income	422	1174	26.4	73.6	non-minority	No
484530019112	1334	143	10.7	non-low-income	690	644	51.7	48.3	non-minority	No
484910215053	3474	131	3.8	non-low-income	2406	1068	69.3	30.7	minority	No
484530019132	2566	187	7.3	non-low-income	589	1977	23.0	77.1	non-minority	No
484530020022	1395	133	9.5	non-low-income	534	861	38.3	61.7	non-minority	No
484530020052	1423	384	27.0	low-income	456	967	32.0	68.0	non-minority	No
484530021062	1065	185	17.4	low-income	634	431	59.5	40.5	minority	No
484530021073	1103	145	13.1	non-low-income	654	449	59.3	40.7	minority	No
484910206042	3417	242	7.1	non-low-income	1825	1592	53.4	46.6	minority	No
484910203142	2412	162	6.7	non-low-income	1121	1291	46.5	53.5	non-minority	No
484910206033	2503	50	2.0	non-low-income	680	1823	27.2	72.8	non-minority	No
484910203181	3857	270	7.0	non-low-income	1403	2454	36.4	63.6	non-minority	No
484910205063	1879	103	5.5	non-low-income	863	1016	45.9	54.1	non-minority	No
484910203124	2843	256	9.0	non-low-income	993	1850	34.9	65.1	non-minority	No
484910203143	3975	211	5.3	non-low-income	1603	2372	40.3	59.7	non-minority	No
484910205051	2039	22	1.1	non-low-income	507	1532	24.9	75.1	non-minority	No
484910204042	2111	81	3.8	non-low-income	712	1399	33.7	66.3	non-minority	No
484910204104	1155	173	15.0	non-low-income	490	665	42.4	57.6	non-minority	No
484910204031	1306	48	3.7	non-low-income	249	1057	19.1	80.9	non-minority	No
484910205032	1488	18	1.2	non-low-income	80	1408	5.4	94.6	non-minority	No
484530023101	561	219	39.0	low-income	531	30	94.7	5.4	minority	No
484910215051	1666	615	36.9	low-income	971	695	58.3	41.7	minority	No
484910215072	3267	22	0.7	non-low-income	1814	1453	55.5	44.5	minority	No
484910215042	2207	80	3.6	non-low-income	1252	955	56.7	43.3	minority	No
484910215073	3703	128	3.5	non-low-income	901	2802	24.3	75.7	non-minority	No
484530024091	1047	63	6.0	non-low-income	311	736	29.7	70.3	non-minority	No
484530024093	1263	201	15.9	non-low-income	752	511	59.5	40.5	minority	No
484530024111	2755	1037	37.6	low-income	2328	427	84.5	15.5	minority	No
484530024113	2172	591	27.2	low-income	2033	139	93.6	6.4	minority	No
484530024121	1271	368	29.0	low-income	1169	102	92.0	8.0	minority	No
484530024122	2337	342	14.6	non-low-income	2083	254	89.1	10.9	minority	No
484530024123	2557	711	27.8	low-income	2291	266	89.6	10.4	minority	No
484530023122	3335	1632	48.9	low-income	3174	161	95.2	4.8	minority	No
484530017051	1064	32	3.0	non-low-income	317	747	29.8	70.2	non-minority	No
484910203022	4047	149	3.7	non-low-income	1223	2824	30.2	69.8	non-minority	No
484530024242	2875	623	21.7	low-income	1623	1252	56.5	43.6	minority	No
484530019181	641	0	0.0	non-low-income	76	565	11.9	88.1	non-minority	No
484530024102	1958	410	20.9	low-income	1247	711	63.7	36.3	minority	No
484910203021	2309	316	13.7	non-low-income	832	1477	36.0	64.0	non-minority	No
484910215021	5018	1179	23.5	low-income	2968	2050	59.2	40.9	minority	No
484530025001	1139	10	0.9	non-low-income	209	930	18.4	81.7	non-minority	No
484530025003	1809	233	12.9	non-low-income	723	1086	40.0	60.0	non-minority	No
484530018351	2366	336	14.2	non-low-income	1973	393	83.4	16.6	minority	No
484530018283	1404	22	1.6	non-low-income	436	968	31.1	69.0	non-minority	No
484530018332	1179	285	24.2	low-income	572	607	48.5	51.5	non-minority	No
484530018341	3190	315	9.9	non-low-income	2623	567	82.2	17.8	minority	No
484530018242	1358	117	8.6	non-low-income	564	794	41.5	58.5	non-minority	No
484530018411	7010	260	3.7	non-low-income	4894	2116	69.8	30.2	minority	No

GEOID	Total Pop	Population Below 125% FPL (C17002)	Percent Below 125% FPL	Low-Income Status	Minority Pop (B03002)	Non-Minority Pop	Percent Minority	Percent Non-Minority	Minority Status	Access to Retail Location
484530016061	16	10	62.5	low-income	11	5	68.8	31.3	minority	No
484530019141	2969	69	2.3	non-low-income	857	2112	28.9	71.1	non-minority	No
484530019174	1220	9	0.7	non-low-income	408	812	33.4	66.6	non-minority	No
484530022085	2186	786	36.0	low-income	1967	219	90.0	10.0	minority	No
484530022072	7053	1777	25.2	low-income	6248	805	88.6	11.4	minority	No
484530015044	1958	76	3.9	non-low-income	288	1670	14.7	85.3	non-minority	No
484910204091	2818	118	4.2	non-low-income	1262	1556	44.8	55.2	non-minority	No
484530017492	1353	79	5.8	non-low-income	510	843	37.7	62.3	non-minority	No
484530017522	1325	299	22.6	low-income	619	706	46.7	53.3	non-minority	No
484530017462	1475	199	13.5	non-low-income	675	800	45.8	54.2	non-minority	No

Appendix C: Detailed Average Fare Analysis Tables

Table C-1: Average Fare Analysis – Minority

Service Type	Rider Category	Fare Product	Average Fare per Boarding		Change in Average Fare	% Change in Average Fare	All Customers				Minority Customers				Non-Minority Customers			
							Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue	
			Existing	Proposed			Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Local	Standard Fare	Single Ride -> Non-Amp, Single Ride	\$1.25	\$1.25	\$0.00	0%	1,540,769	970,684	\$1,925,961	\$1,213,356	968,059	609,877	\$1,210,074	\$762,347	572,710	360,807	\$715,887	\$451,009
Local	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$1.25	\$1.25	\$0.00	0%	0	80,814	\$0	\$101,018	0	34,138	\$0	\$42,673	0	46,676	\$0	\$58,345
Local	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride, Equifare	\$1.25	\$1.00	-\$0.25	-20%	0	59,516	\$0	\$59,516	0	39,718	\$0	\$39,718	0	19,798	\$0	\$19,798
Local	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$1.25	\$1.03	-\$0.23	-18%	0	199,596	\$0	\$204,586	0	115,875	\$0	\$118,772	0	83,721	\$0	\$85,814
Local	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$1.25	\$0.82	-\$0.43	-34%	0	230,158	\$0	\$188,729	0	168,451	\$0	\$138,130	0	61,707	\$0	\$50,600p
Local	Standard Fare	Day Pass -> Non-Amp, Day Pass	\$0.58	\$0.58	\$0.00	0%	6,391,347	3,898,722	\$3,678,263	\$2,243,740	4,213,827	2,570,434	\$2,425,085	\$1,479,302	2,177,520	1,328,287	\$1,253,178	\$764,438
Local	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$0.58	\$0.58	\$0.00	0%	0	212,270	\$0	\$122,163	0	115,685	\$0	\$66,577	0	96,585	\$0	\$55,585
Local	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping, Equifare	\$0.58	\$0.46	-\$0.12	-20%	0	157,561	\$0	\$72,542	0	103,827	\$0	\$47,803	0	53,734	\$0	\$24,739
Local	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$0.58	\$0.45	-\$0.13	-22%	0	1,027,855	\$0	\$461,399	0	645,617	\$0	\$289,815	0	382,238	\$0	\$171,585
Local	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$0.58	\$0.36	-\$0.22	-38%	0	1,094,940	\$0	\$393,210	0	778,263	\$0	\$279,487	0	316,676	\$0	\$113,724
Local	Standard Fare	7-Day Pass -> Non-Amp, 7-Day Pass	\$0.56	\$0.56	\$0.00	0%	1,293,075	271,546	\$728,420	\$152,968	781,011	164,012	\$439,962	\$92,392	512,064	107,533	\$288,458	\$60,576
Local	Standard Fare	7-Day Pass -> Amp, Capping	\$0.56	\$0.52	-\$0.05	-8%	0	788,337	\$0	\$408,562	0	467,389	\$0	\$242,228	0	320,948	\$0	\$166,334
Local	Standard Fare	7-Day Pass -> Amp, Capping, Equifare	\$0.56	\$0.41	-\$0.15	-26%	0	233,192	\$0	\$96,683	0	149,610	\$0	\$62,029	0	83,582	\$0	\$34,654
Local	Standard Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$0.69	\$0.69	\$0.00	0%	2,097,999	797,239	\$1,438,157	\$546,500	1,344,984	511,094	\$921,973	\$350,350	753,014	286,145	\$516,184	\$196,150
Local	Standard Fare	31-Day Pass -> Amp, Capping	\$0.69	\$0.58	-\$0.11	-16%	0	909,493	\$0	\$525,567	0	564,500	\$0	\$326,206	0	344,993	\$0	\$199,360
Local	Standard Fare	31-Day Pass -> Amp, Capping, Equifare	\$0.69	\$0.46	-\$0.22	-33%	0	391,266	\$0	\$180,880	0	269,390	\$0	\$124,538	0	121,876	\$0	\$56,343
Local	Reduced Fare	Single Ride -> Non-Amp, Single Ride	\$0.60	\$0.60	\$0.00	0%	19,135	12,055	\$11,481	\$7,233	10,224	6,441	\$6,134	\$3,865	8,911	5,614	\$5,347	\$3,369
Local	Reduced Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$0.60	\$0.60	\$0.00	0%	0	2,578	\$0	\$1,547	0	1,221	\$0	\$733	0	1,357	\$0	\$814
Local	Reduced Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$0.60	\$0.52	-\$0.08	-14%	0	4,502	\$0	\$2,323	0	2,562	\$0	\$1,322	0	1,940	\$0	\$1,001
Local	Reduced Fare	Day Pass -> Non-Amp, Day Pass	\$0.29	\$0.29	\$0.00	0%	880,730	634,126	\$251,772	\$181,276	558,385	402,037	\$159,624	\$114,929	322,345	232,088	\$92,148	\$66,347
Local	Reduced Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$0.29	\$0.29	\$0.00	0%	0	37,643	\$0	\$10,761	0	18,460	\$0	\$5,277	0	19,183	\$0	\$5,484
Local	Reduced Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$0.29	\$0.22	-\$0.06	-22%	0	208,961	\$0	\$46,593	0	137,888	\$0	\$30,746	0	71,074	\$0	\$15,848
Local	Reduced Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$0.29	\$0.29	\$0.00	0%	1,392,223	932,790	\$410,228	\$274,853	836,631	560,543	\$246,519	\$165,168	555,592	372,247	\$163,709	\$109,685
Local	Reduced Fare	31-Day Pass -> Amp, Capping	\$0.29	\$0.26	-\$0.04	-13%	0	459,434	\$0	\$117,235	0	276,088	\$0	\$70,450	0	183,345	\$0	\$46,785
Local	Standard Fare - DPP/TEF	Day Pass	\$0.24	\$0.24	\$0.00	0%	540,592	540,592	\$129,631	\$129,631	403,068	403,068	\$96,653	\$96,653	137,524	137,524	\$32,978	\$32,978
Local	Standard Fare - DPP/TEF	7-Day Pass	\$0.24	\$0.24	\$0.00	0%	914,224	914,224	\$219,354	\$219,354	610,966	610,966	\$146,592	\$146,592	303,259	303,259	\$72,762	\$72,762
Local	Standard Fare - DPP/TEF	31-Day Pass	\$0.29	\$0.29	\$0.00	0%	1,356,177	1,356,177	\$386,883	\$386,883	975,723	975,723	\$278,349	\$278,349	380,454	380,454	\$108,534	\$108,534
Local	Reduced Fare - DPP	Day Pass	\$0.24	\$0.24	\$0.00	0%	1,135	1,135	\$270	\$270	751	751	\$179	\$179	384	384	\$91	\$91
Local	Reduced Fare - DPP	31-Day Pass	\$0.25	\$0.25	\$0.00	0%	101,651	101,651	\$24,960	\$24,960	67,817	67,817	\$16,652	\$16,652	33,834	33,834	\$8,308	\$8,308
Local	Special Event	Special Event Single Ride	\$3.06	\$3.06	\$0.00	0%	97,241	97,241	\$297,781	\$297,781	60,621	60,621	\$185,638	\$185,638	36,620	36,620	\$112,143	\$112,143
Commuter	Standard Fare	Single Ride -> Non-Amp, Single Ride	\$3.50	\$3.50	\$0.00	0%	130,646	15,678	\$457,262	\$54,871	17,039	2,045	\$59,638	\$7,157	113,607	13,633	\$397,623	\$47,715
Commuter	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$3.50	\$3.50	\$0.00	0%	0	65,920	\$0	\$230,719	0	7,490	\$0	\$26,213	0	58,430	\$0	\$204,506

Service Type	Rider Category	Fare Product	Average Fare per Boarding		Change in Average Fare	% Change in Average Fare	All Customers				Minority Customers				Non-Minority Customers			
			Existing	Proposed			Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue	
					Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Commuter	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride, Equifare	\$3.50	\$3.00	-\$0.50	-14%	0	5,301	\$0	\$15,904	0	2,025	\$0	\$6,075	0	3,276	\$0	\$9,829
Commuter	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$3.50	\$2.52	-\$0.98	-28%	0	40,366	\$0	\$101,723	0	4,945	\$0	\$12,462	0	35,421	\$0	\$89,262
Commuter	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$3.50	\$2.16	-\$1.34	-38%	0	3,381	\$0	\$7,303	0	535	\$0	\$1,156	0	2,846	\$0	\$6,147
Commuter	Standard Fare	Day Pass -> Non-Amp, Day Pass	\$3.07	\$3.07	\$0.00	0%	197,831	73,197	\$607,746	\$224,866	57,983	21,454	\$178,125	\$65,906	139,848	51,744	\$429,621	\$158,960
Commuter	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$3.07	\$3.07	\$0.00	0%	0	64,633	\$0	\$198,555	0	10,289	\$0	\$31,607	0	54,344	\$0	\$166,948
Commuter	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping, Equifare	\$3.07	\$2.63	-\$0.44	-14%	0	4,972	\$0	\$13,093	0	419	\$0	\$1,103	0	4,553	\$0	\$11,990
Commuter	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$3.07	\$2.09	-\$0.98	-32%	0	50,064	\$0	\$104,583	0	22,396	\$0	\$46,786	0	27,667	\$0	\$57,797
Commuter	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$3.07	\$1.79	-\$1.28	-42%	0	4,965	\$0	\$8,890	0	3,425	\$0	\$6,133	0	1,540	\$0	\$2,757
Commuter	Standard Fare	7-Day Pass -> Non-Amp, 7-Day Pass	\$1.87	\$1.87	\$0.00	0%	106,012	15,902	\$198,751	\$29,813	37,747	5,662	\$70,769	\$10,615	68,264	10,240	\$127,983	\$19,197
Commuter	Standard Fare	7-Day Pass -> Amp, Capping	\$1.87	\$1.63	-\$0.24	-13%	0	86,230	\$0	\$140,649	0	29,926	\$0	\$48,812	0	56,304	\$0	\$91,837
Commuter	Standard Fare	7-Day Pass -> Amp, Capping, Equifare	\$1.87	\$1.30	-\$0.57	-30%	0	3,879	\$0	\$5,062	0	2,159	\$0	\$2,817	0	1,720	\$0	\$2,245
Commuter	Standard Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$3.15	\$3.15	\$0.00	0%	408,422	147,032	\$1,286,594	\$463,174	145,426	52,353	\$458,114	\$164,921	262,997	94,679	\$828,480	\$298,253
Commuter	Standard Fare	31-Day Pass -> Amp, Capping	\$3.15	\$2.48	-\$0.67	-21%	0	246,445	\$0	\$610,202	0	84,754	\$0	\$209,854	0	161,690	\$0	\$400,348
Commuter	Standard Fare	31-Day Pass -> Amp, Capping, Equifare	\$3.15	\$1.98	-\$1.17	-37%	0	14,946	\$0	\$29,605	0	8,318	\$0	\$16,477	0	6,628	\$0	\$13,128
Commuter	Reduced Fare	Single Ride -> Non-Amp, Single Ride	\$1.75	\$1.75	\$0.00	0%	6,665	4,465	\$11,663	\$7,814	3,561	2,386	\$6,231	\$4,175	3,104	2,080	\$5,432	\$3,639
Commuter	Reduced Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$1.75	\$1.75	\$0.00	0%	0	801	\$0	\$1,402	0	379	\$0	\$664	0	422	\$0	\$738
Commuter	Reduced Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$1.75	\$1.37	-\$0.39	-22%	0	1,398	\$0	\$1,909	0	796	\$0	\$1,086	0	603	\$0	\$823
Commuter	Reduced Fare	Day Pass -> Non-Amp, Day Pass	\$1.69	\$1.69	\$0.00	0%	7,658	4,748	\$12,939	\$8,022	4,855	3,010	\$8,204	\$5,086	2,803	1,738	\$4,736	\$2,936
Commuter	Reduced Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$1.69	\$1.69	\$0.00	0%	0	444	\$0	\$751	0	218	\$0	\$368	0	226	\$0	\$382
Commuter	Reduced Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$1.69	\$1.18	-\$0.51	-30%	0	2,466	\$0	\$2,916	0	1,627	\$0	\$1,925	0	839	\$0	\$992
Commuter	Reduced Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$1.17	\$1.17	\$0.00	0%	45,573	20,964	\$53,176	\$24,461	27,386	12,598	\$31,955	\$14,699	18,187	8,366	\$21,221	\$9,762
Commuter	Reduced Fare	31-Day Pass -> Amp, Capping	\$1.17	\$0.95	-\$0.22	-19%	0	24,609	\$0	\$23,374	0	14,789	\$0	\$14,046	0	9,821	\$0	\$9,328
Commuter	Standard Fare - DPP/TEF	Day Pass	\$1.28	\$1.28	\$0.00	0%	1,060	1,060	\$1,357	\$1,357	790	790	\$1,011	\$1,011	270	270	\$345	\$345
Commuter	Standard Fare - DPP/TEF	7-Day Pass	\$0.78	\$0.78	\$0.00	0%	4,249	4,249	\$3,319	\$3,319	2,839	2,839	\$2,218	\$2,218	1,409	1,409	\$1,101	\$1,101
Commuter	Standard Fare - DPP/TEF	31-Day Pass	\$1.31	\$1.31	\$0.00	0%	23,519	23,519	\$30,854	\$30,854	16,921	16,921	\$22,198	\$22,198	6,598	6,598	\$8,656	\$8,656
Commuter	Reduced Fare - DPP	31-Day Pass	\$0.97	\$0.97	\$0.00	0%	405	405	\$394	\$394	270	270	\$263	\$263	135	135	\$131	\$131
Local	MW Business - Standard Fare	Day Pass	\$0.68	\$0.68	\$0.00	0%	709	709	\$480	\$480	474	474	\$321	\$321	235	235	\$159	\$159
Local	MW Business - Standard Fare	7-Day Pass	\$0.66	\$0.66	\$0.00	0%	15	15	\$10	\$10	9	9	\$6	\$6	6	6	\$4	\$4
Local	MW Business - Standard Fare	31-Day Pass	\$0.66	\$0.66	\$0.00	0%	634,643	634,643	\$417,670	\$417,670	410,923	410,923	\$270,436	\$270,436	223,720	223,720	\$147,234	\$147,234
Local	MW Business - Reduced Fare	31-Day Pass	\$0.35	\$0.35	\$0.00	0%	1,779	1,779	\$617	\$617	1,064	1,064	\$369	\$369	715	715	\$248	\$248
Commuter	MW Business - Standard Fare	Day Pass	\$3.38	\$3.38	\$0.00	0%	978	978	\$3,304	\$3,304	311	311	\$1,051	\$1,051	667	667	\$2,253	\$2,253
Commuter	MW Business - Standard Fare	31-Day Pass	\$3.36	\$3.36	\$0.00	0%	122,897	122,897	\$412,956	\$412,956	47,777	47,777	\$160,538	\$160,538	75,120	75,120	\$252,417	\$252,417
Commuter	MW Business - Reduced Fare	31-Day Pass	\$1.56	\$1.56	\$0.00	0%	119	119	\$186	\$186	71	71	\$111	\$111	48	48	\$75	\$75

Service Type	Rider Category	Fare Product	Average Fare per Boarding		Change in Average Fare	% Change in Average Fare	All Customers				Minority Customers				Non-Minority Customers			
							Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue	
			Existing	Proposed			Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Local	MW Government - Standard Fare	31-Day Pass	\$0.57	\$0.57	\$0.00	0%	1,975	1,975	\$1,116	\$1,116	1,149	1,149	\$649	\$649	826	826	\$467	\$467
Commuter	MW Government - Standard Fare	31-Day Pass	\$2.94	\$2.94	\$0.00	0%	974	974	\$2,863	\$2,863	310	310	\$911	\$911	664	664	\$1,952	\$1,952
Local & Commuter	Higher Ed Pass Programs	UT Austin	\$0.98	\$0.98	\$0.00	0%	6,370,099	6,370,099	\$6,233,340	\$6,233,340	3,737,372	3,737,372	\$3,657,135	\$3,657,135	2,632,727	2,632,727	\$2,576,205	\$2,576,205
Local & Commuter	Higher Ed Pass Programs	ACC & SEU	\$0.82	\$0.82	\$0.00	0%	537,592	537,592	\$441,562	\$441,562	302,020	302,020	\$248,070	\$248,070	235,571	235,571	\$193,491	\$193,491
Local & Commuter	Government Pass Programs	All Government Pass Programs	\$1.16	\$1.16	\$0.00	0%	410,218	410,218	\$474,543	\$474,543	232,069	232,069	\$268,458	\$268,458	178,150	178,150	\$206,085	\$206,085
Local & Commuter	MetroAccess	MetroAccess Monthly Pass on Fixed Route	\$0.00	\$0.00	\$0.00	0%	55,547	55,547	\$0	\$0	25,844	25,844	\$0	\$0	29,703	29,703	\$0	\$0
Local & Commuter	Kids Ride Free	Free Fare	\$0.00	\$0.00	\$0.00	0%	2,266,308	2,266,308	\$0	\$0	1,716,564	1,716,564	\$0	\$0	549,744	549,744	\$0	\$0
Local & Commuter	Other Free Fares	Free Fare	\$0.00	\$0.00	\$0.00	0%	562,924	562,924	\$0	\$0	351,614	351,614	\$0	\$0	211,309	211,309	\$0	\$0
Sum							28,525,113	28,525,113	\$20,155,862	\$19,006,350	17,974,456	17,974,456	\$11,580,219	\$10,912,808	10,550,657	10,550,657	\$8,575,643	\$8,093,542
Average Fare									\$ 0.71	\$ 0.67			\$ 0.64	\$ 0.61			\$ 0.81	\$ 0.77
Percentage Change in Average Fare										-5.7%				-5.8%				-5.6%
Difference in Average Fare for Protected Populations														-0.1%				

Table C-2: Average Fare Analysis – Low-Income

Service Type	Rider Category	Fare Product	Average Fare per Boarding		Change in Average Fare	% Change in Average Fare	All Customers				Low-Income Customers				Non-Low-Income Customers			
			Existing	Proposed			Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue	
					Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Local	Standard Fare	Single Ride -> Non-Amp, Single Ride	\$1.25	\$1.25	\$0.00	0%	1,540,769	970,684	\$1,925,961	\$1,213,356	797,920	502,690	\$997,400	\$628,362	742,849	467,995	\$928,561	\$584,993
Local	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$1.25	\$1.25	\$0.00	0%	0	80,814	\$0	\$101,018	0	16,907	\$0	\$21,133	0	63,908	\$0	\$79,885
Local	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride, Equifare	\$1.25	\$1.00	-\$0.25	-20%	0	59,516	\$0	\$59,516	0	35,222	\$0	\$35,222	0	24,294	\$0	\$24,294
Local	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$1.25	\$1.03	-\$0.23	-18%	0	199,596	\$0	\$204,586	0	78,844	\$0	\$80,815	0	120,753	\$0	\$123,771
Local	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$1.25	\$0.82	-\$0.43	-34%	0	230,158	\$0	\$188,729	0	164,258	\$0	\$134,691	0	65,900	\$0	\$54,038
Local	Standard Fare	Day Pass -> Non-Amp, Day Pass	\$0.58	\$0.58	\$0.00	0%	6,391,347	3,898,722	\$3,678,263	\$2,243,740	3,346,993	2,041,666	\$1,926,217	\$1,174,992	3,044,354	1,857,056	\$1,752,046	\$1,068,748
Local	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$0.58	\$0.58	\$0.00	0%	0	212,270	\$0	\$122,163	0	55,394	\$0	\$31,879	0	156,876	\$0	\$90,283
Local	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping, Equifare	\$0.58	\$0.46	-\$0.12	-20%	0	157,561	\$0	\$72,542	0	98,917	\$0	\$45,542	0	58,644	\$0	\$27,000
Local	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$0.58	\$0.45	-\$0.13	-22%	0	1,027,855	\$0	\$461,399	0	413,185	\$0	\$185,477	0	614,670	\$0	\$275,922
Local	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$0.58	\$0.36	-\$0.22	-38%	0	1,094,940	\$0	\$393,210	0	737,831	\$0	\$264,967	0	357,109	\$0	\$128,244
Local	Standard Fare	7-Day Pass -> Non-Amp, 7-Day Pass	\$0.56	\$0.56	\$0.00	0%	1,293,075	271,546	\$728,420	\$152,968	574,611	120,668	\$323,692	\$67,975	718,464	150,877	\$404,728	\$84,993
Local	Standard Fare	7-Day Pass -> Amp, Capping	\$0.56	\$0.52	-\$0.05	-8%	0	788,337	\$0	\$408,562	0	310,290	\$0	\$160,810	0	478,047	\$0	\$247,752
Local	Standard Fare	7-Day Pass -> Amp, Capping, Equifare	\$0.56	\$0.41	-\$0.15	-26%	0	233,192	\$0	\$96,683	0	143,653	\$0	\$59,559	0	89,539	\$0	\$37,124
Local	Standard Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$0.69	\$0.69	\$0.00	0%	2,097,999	797,239	\$1,438,157	\$546,500	997,282	378,967	\$683,627	\$259,778	1,100,716	418,272	\$754,530	\$286,721
Local	Standard Fare	31-Day Pass -> Amp, Capping	\$0.69	\$0.58	-\$0.11	-16%	0	909,493	\$0	\$525,567	0	368,994	\$0	\$213,230	0	540,498	\$0	\$312,337
Local	Standard Fare	31-Day Pass -> Amp, Capping, Equifare	\$0.69	\$0.46	-\$0.22	-33%	0	391,266	\$0	\$180,880	0	249,321	\$0	\$115,260	0	141,946	\$0	\$65,621
Local	Reduced Fare	Single Ride -> Non-Amp, Single Ride	\$0.60	\$0.60	\$0.00	0%	19,135	12,055	\$11,481	\$7,233	9,728	6,128	\$5,837	\$3,677	9,407	5,927	\$5,644	\$3,556
Local	Reduced Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$0.60	\$0.60	\$0.00	0%	0	2,578	\$0	\$1,547	0	1,272	\$0	\$763	0	1,306	\$0	\$783
Local	Reduced Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$0.60	\$0.52	-\$0.08	-14%	0	4,502	\$0	\$2,323	0	2,327	\$0	\$1,201	0	2,175	\$0	\$1,122
Local	Reduced Fare	Day Pass -> Non-Amp, Day Pass	\$0.29	\$0.29	\$0.00	0%	880,730	634,126	\$251,772	\$181,276	602,206	433,588	\$172,151	\$123,949	278,524	200,537	\$79,621	\$57,327
Local	Reduced Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$0.29	\$0.29	\$0.00	0%	0	37,643	\$0	\$10,761	0	25,806	\$0	\$7,377	0	11,838	\$0	\$3,384
Local	Reduced Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$0.29	\$0.22	-\$0.06	-22%	0	208,961	\$0	\$46,593	0	142,812	\$0	\$31,844	0	66,149	\$0	\$14,750
Local	Reduced Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$0.29	\$0.29	\$0.00	0%	1,392,223	932,790	\$410,228	\$274,853	781,911	523,881	\$230,396	\$154,365	610,312	408,909	\$179,833	\$120,488
Local	Reduced Fare	31-Day Pass -> Amp, Capping	\$0.29	\$0.26	-\$0.04	-13%	0	459,434	\$0	\$117,235	0	258,031	\$0	\$65,842	0	201,403	\$0	\$51,393
Local	Standard Fare - DPP/TEF	Day Pass	\$0.24	\$0.24	\$0.00	0%	540,592	540,592	\$129,631	\$129,631	540,592	540,592	\$129,631	\$129,631	0	0	\$0	\$0
Local	Standard Fare - DPP/TEF	7-Day Pass	\$0.24	\$0.24	\$0.00	0%	914,224	914,224	\$219,354	\$219,354	914,224	914,224	\$219,354	\$219,354	0	0	\$0	\$0
Local	Standard Fare - DPP/TEF	31-Day Pass	\$0.29	\$0.29	\$0.00	0%	1,356,177	1,356,177	\$386,883	\$386,883	1,356,177	1,356,177	\$386,883	\$386,883	0	0	\$0	\$0
Local	Reduced Fare - DPP	Day Pass	\$0.24	\$0.24	\$0.00	0%	1,135	1,135	\$270	\$270	1,135	1,135	\$270	\$270	0	0	\$0	\$0
Local	Reduced Fare - DPP	31-Day Pass	\$0.25	\$0.25	\$0.00	0%	101,651	101,651	\$24,960	\$24,960	101,651	101,651	\$24,960	\$24,960	0	0	\$0	\$0
Local	Special Event	Special Event Single Ride	\$3.06	\$3.06	\$0.00	0%	97,241	97,241	\$297,781	\$297,781	47,561	47,561	\$145,645	\$145,645	49,680	49,680	\$152,136	\$152,136
Commuter	Standard Fare	Single Ride -> Non-Amp, Single Ride	\$3.50	\$3.50	\$0.00	0%	130,646	15,678	\$457,262	\$54,871	14,279	1,714	\$49,978	\$5,997	116,367	13,964	\$407,284	\$48,874

Service Type	Rider Category	Fare Product	Average Fare per Boarding		Change in Average Fare	% Change in Average Fare	All Customers				Low-Income Customers				Non-Low-Income Customers			
			Existing	Proposed			Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue	
					Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Commuter	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$3.50	\$3.50	\$0.00	0%	0	65,920	\$0	\$230,719	0	7,287	\$0	\$25,505	0	58,632	\$0	\$205,214
Commuter	Standard Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride, Equifare	\$3.50	\$3.00	-\$0.50	-14%	0	5,301	\$0	\$15,904	0	2,892	\$0	\$8,675	0	2,410	\$0	\$7,229
Commuter	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$3.50	\$2.52	-\$0.98	-28%	0	40,366	\$0	\$101,723	0	1,709	\$0	\$4,306	0	38,658	\$0	\$97,417
Commuter	Standard Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$3.50	\$2.16	-\$1.34	-38%	0	3,381	\$0	\$7,303	0	678	\$0	\$1,465	0	2,703	\$0	\$5,839
Commuter	Standard Fare	Day Pass -> Non-Amp, Day Pass	\$3.07	\$3.07	\$0.00	0%	197,831	73,197	\$607,746	\$224,866	18,042	6,676	\$55,427	\$20,508	179,788	66,522	\$552,319	\$204,358
Commuter	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$3.07	\$3.07	\$0.00	0%	0	64,633	\$0	\$198,555	0	3,514	\$0	\$10,795	0	61,119	\$0	\$187,760
Commuter	Standard Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping, Equifare	\$3.07	\$2.63	-\$0.44	-14%	0	4,972	\$0	\$13,093	0	2,312	\$0	\$6,087	0	2,660	\$0	\$7,005
Commuter	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$3.07	\$2.09	-\$0.98	-32%	0	50,064	\$0	\$104,583	0	3,342	\$0	\$6,982	0	46,722	\$0	\$97,601
Commuter	Standard Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping, Equifare	\$3.07	\$1.79	-\$1.28	-42%	0	4,965	\$0	\$8,890	0	2,199	\$0	\$3,937	0	2,766	\$0	\$4,953
Commuter	Standard Fare	7-Day Pass -> Non-Amp, 7-Day Pass	\$1.87	\$1.87	\$0.00	0%	106,012	15,902	\$198,751	\$29,813	3,901	585	\$7,314	\$1,097	102,110	15,317	\$191,437	\$28,716
Commuter	Standard Fare	7-Day Pass -> Amp, Capping	\$1.87	\$1.63	-\$0.24	-13%	0	86,230	\$0	\$140,649	0	2,341	\$0	\$3,818	0	83,890	\$0	\$136,831
Commuter	Standard Fare	7-Day Pass -> Amp, Capping, Equifare	\$1.87	\$1.30	-\$0.57	-30%	0	3,879	\$0	\$5,062	0	975	\$0	\$1,273	0	2,904	\$0	\$3,789
Commuter	Standard Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$3.15	\$3.15	\$0.00	0%	408,422	147,032	\$1,286,594	\$463,174	15,030	5,411	\$47,348	\$17,045	393,392	141,621	\$1,239,246	\$446,129
Commuter	Standard Fare	31-Day Pass -> Amp, Capping	\$3.15	\$2.48	-\$0.67	-21%	0	246,445	\$0	\$610,202	0	5,862	\$0	\$14,514	0	240,583	\$0	\$595,688
Commuter	Standard Fare	31-Day Pass -> Amp, Capping, Equifare	\$3.15	\$1.98	-\$1.17	-37%	0	14,946	\$0	\$29,605	0	3,758	\$0	\$7,443	0	11,188	\$0	\$22,162
Commuter	Reduced Fare	Single Ride -> Non-Amp, Single Ride	\$1.75	\$1.75	\$0.00	0%	6,665	4,465	\$11,663	\$7,814	3,388	2,270	\$5,929	\$3,972	3,277	2,195	\$5,734	\$3,842
Commuter	Reduced Fare	Single Ride -> Amp, <3-4 Days/Wk, Single Ride	\$1.75	\$1.75	\$0.00	0%	0	801	\$0	\$1,402	0	395	\$0	\$692	0	406	\$0	\$710
Commuter	Reduced Fare	Single Ride -> Amp, 3-4+ Days/Wk, Capping	\$1.75	\$1.37	-\$0.39	-22%	0	1,398	\$0	\$1,909	0	723	\$0	\$987	0	676	\$0	\$922
Commuter	Reduced Fare	Day Pass -> Non-Amp, Day Pass	\$1.69	\$1.69	\$0.00	0%	7,658	4,748	\$12,939	\$8,022	5,236	3,247	\$8,847	\$5,485	2,422	1,502	\$4,092	\$2,537
Commuter	Reduced Fare	Day Pass -> Amp, <3-4 Days/Wk, Daily Capping	\$1.69	\$1.69	\$0.00	0%	0	444	\$0	\$751	0	305	\$0	\$515	0	140	\$0	\$236
Commuter	Reduced Fare	Day Pass -> Amp, 3-4+ Days/Wk, Capping	\$1.69	\$1.18	-\$0.51	-30%	0	2,466	\$0	\$2,916	0	1,685	\$0	\$1,993	0	781	\$0	\$923
Commuter	Reduced Fare	31-Day Pass -> Non-Amp, 31-Day Pass	\$1.17	\$1.17	\$0.00	0%	45,573	20,964	\$53,176	\$24,461	25,595	11,774	\$29,865	\$13,738	19,978	9,190	\$23,311	\$10,723
Commuter	Reduced Fare	31-Day Pass -> Amp, Capping	\$1.17	\$0.95	-\$0.22	-19%	0	24,609	\$0	\$23,374	0	13,821	\$0	\$13,128	0	10,788	\$0	\$10,247
Commuter	Standard Fare - DPP/TEF	Day Pass	\$1.28	\$1.28	\$0.00	0%	1,060	1,060	\$1,357	\$1,357	1,060	1,060	\$1,357	\$1,357	0	0	\$0	\$0
Commuter	Standard Fare - DPP/TEF	7-Day Pass	\$0.78	\$0.78	\$0.00	0%	4,249	4,249	\$3,319	\$3,319	4,249	4,249	\$3,319	\$3,319	0	0	\$0	\$0
Commuter	Standard Fare - DPP/TEF	31-Day Pass	\$1.31	\$1.31	\$0.00	0%	23,519	23,519	\$30,854	\$30,854	23,519	23,519	\$30,854	\$30,854	0	0	\$0	\$0
Commuter	Reduced Fare - DPP	31-Day Pass	\$0.97	\$0.97	\$0.00	0%	405	405	\$394	\$394	405	405	\$394	\$394	0	0	\$0	\$0
Local	MW Business - Standard Fare	Day Pass	\$0.68	\$0.68	\$0.00	0%	709	709	\$480	\$480	361	361	\$244	\$244	348	348	\$236	\$236
Local	MW Business - Standard Fare	7-Day Pass	\$0.66	\$0.66	\$0.00	0%	15	15	\$10	\$10	6	6	\$4	\$4	8	8	\$6	\$6
Local	MW Business - Standard Fare	31-Day Pass	\$0.66	\$0.66	\$0.00	0%	634,643	634,643	\$417,670	\$417,670	291,021	291,021	\$191,526	\$191,526	343,622	343,622	\$226,144	\$226,144
Local	MW Business - Reduced Fare	31-Day Pass	\$0.35	\$0.35	\$0.00	0%	1,779	1,779	\$617	\$617	983	983	\$341	\$341	796	796	\$276	\$276

Service Type	Rider Category	Fare Product	Average Fare per Boarding		Change in Average Fare	% Change in Average Fare	All Customers				Low-Income Customers				Non-Low-Income Customers			
			Existing	Proposed			Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue		Number of Boardings		Fare Revenue	
					Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed
Commuter	MW Business - Standard Fare	Day Pass	\$3.38	\$3.38	\$0.00	0%	978	978	\$3,304	\$3,304	88	88	\$298	\$298	890	890	\$3,006	\$3,006
Commuter	MW Business - Standard Fare	31-Day Pass	\$3.36	\$3.36	\$0.00	0%	122,897	122,897	\$412,956	\$412,956	3,187	3,187	\$10,707	\$10,707	119,711	119,711	\$402,248	\$402,248
Commuter	MW Business - Reduced Fare	31-Day Pass	\$1.56	\$1.56	\$0.00	0%	119	119	\$186	\$186	66	66	\$103	\$103	53	53	\$83	\$83
Local	MW Government - Standard Fare	31-Day Pass	\$0.57	\$0.57	\$0.00	0%	1,975	1,975	\$1,116	\$1,116	747	747	\$422	\$422	1,228	1,228	\$694	\$694
Commuter	MW Government - Standard Fare	31-Day Pass	\$2.94	\$2.94	\$0.00	0%	974	974	\$2,863	\$2,863	104	104	\$305	\$305	870	870	\$2,559	\$2,559
Local & Commuter	Higher Ed Pass Programs	UT Austin	\$0.98	\$0.98	\$0.00	0%	6,370,099	6,370,099	\$6,233,340	\$6,233,340	3,487,493	3,487,493	\$3,412,620	\$3,412,620	2,882,606	2,882,606	\$2,820,720	\$2,820,720
Local & Commuter	Higher Ed Pass Programs	ACC & SEU	\$0.82	\$0.82	\$0.00	0%	537,592	537,592	\$441,562	\$441,562	292,103	292,103	\$239,925	\$239,925	245,489	245,489	\$201,637	\$201,637
Local & Commuter	Government Pass Programs	All Government Pass Programs	\$1.16	\$1.16	\$0.00	0%	410,218	410,218	\$474,543	\$474,543	147,193	147,193	\$170,274	\$170,274	263,025	263,025	\$304,269	\$304,269
Local & Commuter	MetroAccess	MetroAccess Monthly Pass on Fixed Route	\$0.00	\$0.00	\$0.00	0%	55,547	55,547	\$0	\$0	12,289	12,289	\$0	\$0	43,258	43,258	\$0	\$0
Local & Commuter	Kids Ride Free	Free Fare	\$0.00	\$0.00	\$0.00	0%	2,266,308	2,266,308	\$0	\$0	1,403,163	1,403,163	\$0	\$0	863,145	863,145	\$0	\$0
Local & Commuter	Other Free Fares	Free Fare	\$0.00	\$0.00	\$0.00	0%	562,924	562,924	\$0	\$0	274,448	274,448	\$0	\$0	288,475	288,475	\$0	\$0

Sum	28,525,113	28,525,113	\$20,155,862	\$19,006,350	16,099,948	16,099,948	\$9,513,463	\$9,018,106	12,425,165	12,425,165	\$10,642,399	\$9,988,244
Average Fare			\$ 0.71	\$ 0.67			\$ 0.59	\$ 0.56			\$ 0.86	\$ 0.80
Percentage Change in Average Fare				-5.7%				-5.2%				-6.1%
Difference in Average Fare for Protected Populations								0.9%				

CapMetro

Fare & Customer Payment Systems

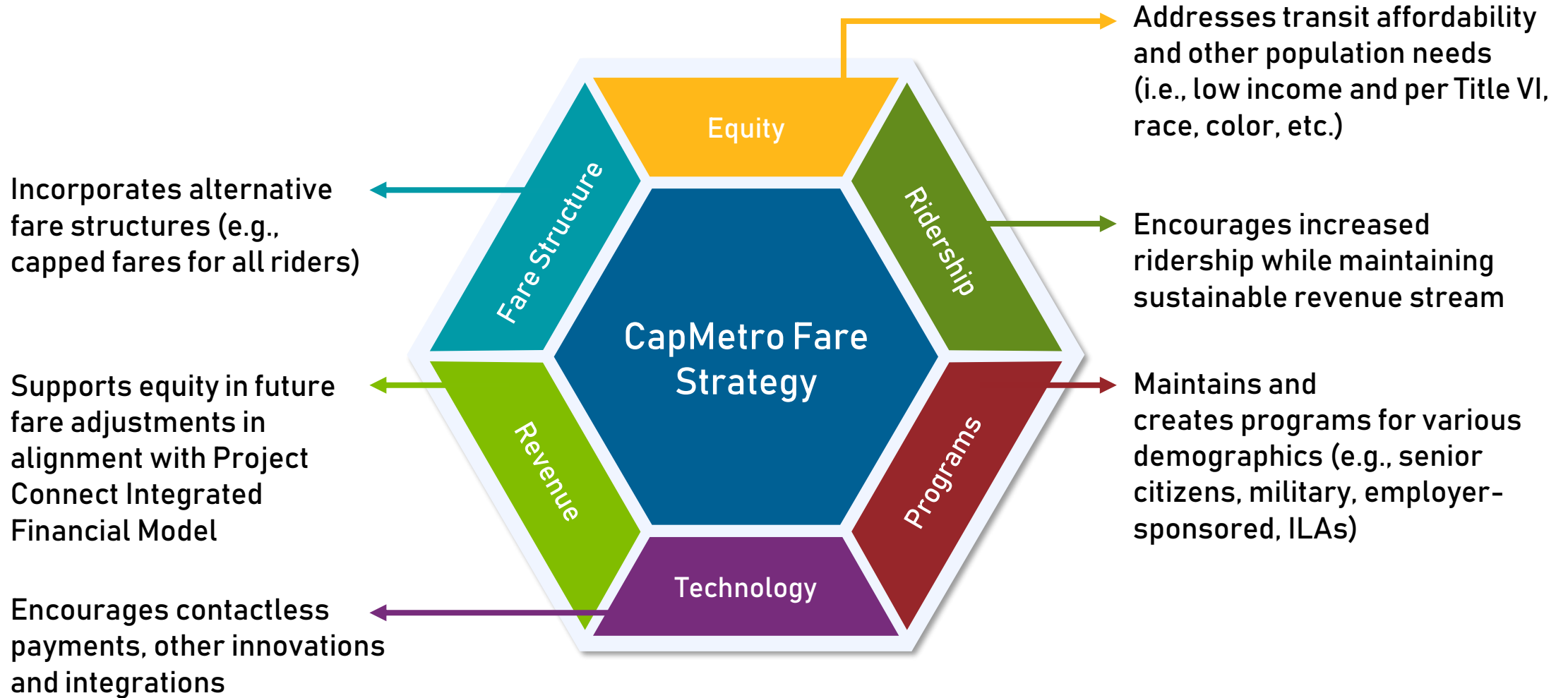
CapMetro Board of Directors - July 2022

Agenda

- **Project Overview**
 - Amp Account-Based System
 - Fare Capping
 - Equifare
- **Title VI Equity Analysis**
- **Community Engagement & Pilot**
- **Implementation Timeline**
- **Overview of Board Actions**



Fare Strategy Review



Proposed Changes

Two proposed programs powered by **Amp** (*account-based system technology that enables contactless payments*)

Fare Capping

A pay-as-you-go system to reduce or "cap" customer spending on fares in a day or month

Equifare

A new discounted fare category for income-eligible customers

Both of these proposed items align and support CapMetro's goal of making our fares and transit system more equitable

What is Amp?

- Amp is our new account-based system
- Uses a physical smart card or the new CapMetro app to pay for rides
 - Pay-as-you-go
- Reload payment directly to your account
 - Stored money is protected in a registered account in case card or phone is lost or stolen
- Fare capping is available on every physical Amp card, regardless of account registration
- Provides access to discount program benefits for income-eligible customers once customers register for an Amp account



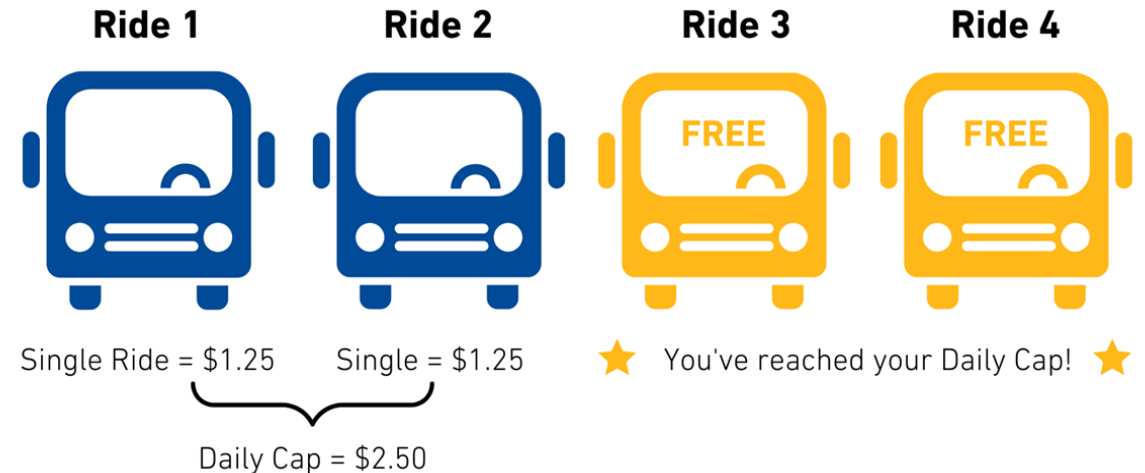
What is Fare Capping?

Eliminates up-front costs for customers by replacing passes with a pay-as-you-go.

Customers never pay more than:

- Total cost of a day pass in a calendar day
 - Pay for 2 local rides or 2 commuter rides in one day → ride free with that service for the rest of the day
- Total cost of a monthly pass in a calendar month
 - Pay for 33 local service single rides in one month → ride free local service for the rest of the month
 - Pay for 28 commuter service single rides in one month → ride free commuter & local service for the rest of the month

HOW FARE CAPPING WORKS - 1 DAY



What is Equifare?

- A new discounted fare category for income-eligible customers
 - Our current Reduced Fare program will remain
 - Children under 18 still ride free
- Customers may apply online, at the Transit Store, and at other in-person opportunities
 - Eligibility modeled on City of Austin customer assistance program eligibility (utility discounts)
 - Customers can also show proof of enrollment in COA customer assistance program to become enrolled
 - Includes customers within 200% of Federal Poverty Level
- Equifare customers receive a discounted fare through a registered Amp account
 - Equifare customers also access fare capping – adding further savings each month

POTENTIAL NEW FARE STRUCTURE: Equifare

		Current standard fare	PROPOSED [^]
PASS TYPE		Standard	Equifare
LOCAL BUS	Single Ride	\$1.25	\$1.00
	Day Pass	\$2.50	\$2.00
	Month Pass	\$41.25	\$33.00
COMMUTER BUS + RAIL (incl. Local Bus)	Single Ride	\$3.50	\$3.00
	Day Pass	\$7.00	\$6.00
	Month Pass	\$96.25	\$77.00

Title VI Equity Analysis - Overview

Title VI Equity Analysis is required for all proposed fare changes

- Required for any **fare change** including decreasing or increasing fares, or adding elements to fare policy and structure
- If an impact or burden is identified, CapMetro must identify whether the impact or burden **can be mitigated**, avoided or minimized
- Analysis is **submitted to the FTA** upon completion

Components of the Title VI Equity Analysis

- **Review of Proposed Changes** – including requirements to enroll in the new discount category Equifare and the introduction of fare capping
- **Average Fare Analysis** – assesses the effects of the changes on the average fare paid per boarding
- **Cash Retail Network Analysis** – assesses the population's proximity and access to the Amp retail network

Title VI Equity Analysis

Result: No Title VI Equity impacts found

Average Fare Analysis Findings

- The systemwide change resulted in less than 1% disparate impact between minority and non-minority customers, and between low-income and non-low-income riders (within the 2% of the CapMetro threshold)

Cash Retail Network Analysis Findings

- The proposed reload locations are expected to benefit minority and low-income customers to a greater degree than non-minority and non-low-income customers
- Not impacted by private retailer's decision to not participate in CapMetro distribution

Community Engagement (April – July 2022)

- **Phase 1: Education & Engagement**

- Informed and educated the community (riders, non-riders and CapMetro staff)
- Collected feedback and comments
- Forming partnerships with local CBOs and partner agencies

- **Phase 2: Pilot Engagement**

- Recruit Pilot participants
- Collaborate with partners for education, training, and enrollment

- **Phase 3: Implementation**

- Continue to education and collect community feedback
- Assess enrollment strategies

Community Engagement Summary

Community Engagement

- Virtual and in-person community meetings
- In-person outreach – tabling, at-stop outreach
- Presentations Community Advisory Committees

Partner Agencies, CBOs, Community Leaders

- Partner Agency & CBO meetings
- 1:1 meetings with community leaders
- Presentations to city boards & commissions

Internal Engagement

- All-staff meeting, Town Hall, Advisory Committees
- Front-line staff engagement & emails

Community Meeting Flyer

CapMetro

POTENTIAL FARE PROGRAMS

CAPMETRO FARE PROGRAMS

CapMetro wants to make our fares work better and make them more equitable. Come learn about the new proposed fare programs and account-based system:



- **FARE CAPPING**
- **EQUIFARE**
- **AMP CARD**

UPCOMING MEETINGS:

Community Meeting #1 | Phase I | Virtual
Wednesday, April 13, Noon – 1 p.m.
[Register: CapMetro.org/Fare-Programs](https://www.capmetro.org/Fare-Programs)

Community Meeting #2 | Phase I | In-Person
Thursday, April 14, 5:30 – 6:30 p.m. (food provided)
624 N Pleasant Valley Rd, 78702
Accessible by MetroBus 4 & 300, parking available in lot south of 624.
[Questions? Engage@capmetro.org](mailto:Engage@capmetro.org)

Community Meeting #1 | Phase II
Wednesday, April 27, 5:30 – 6:30 p.m.
[Register: CapMetro.org/Fare-Programs](https://www.capmetro.org/Fare-Programs)

Community Meeting #2 | Phase II | In-Person
April 28, 5:30 – 6:30 p.m. (food provided)
624 N Pleasant Valley Rd, 78702
Accessible by MetroBus 4 & 300, parking available in lot south of 624.



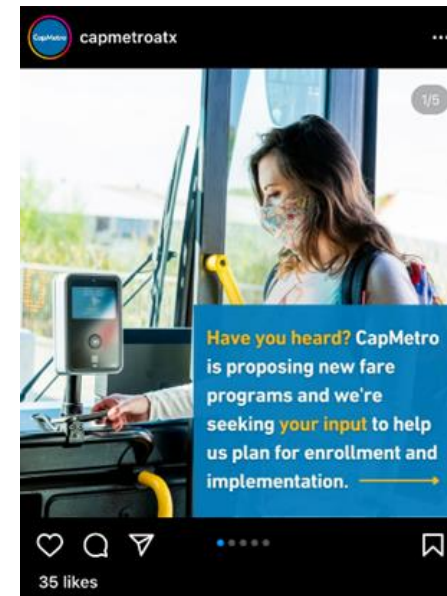
Community Engagement Summary

Multimedia Outreach

- Social media campaigns
- Email blasts through Listservs
- PublicInput.com (engagement platform)
 - Educational webpage
 - Comment log
 - Presentation recording

Communications & Marketing

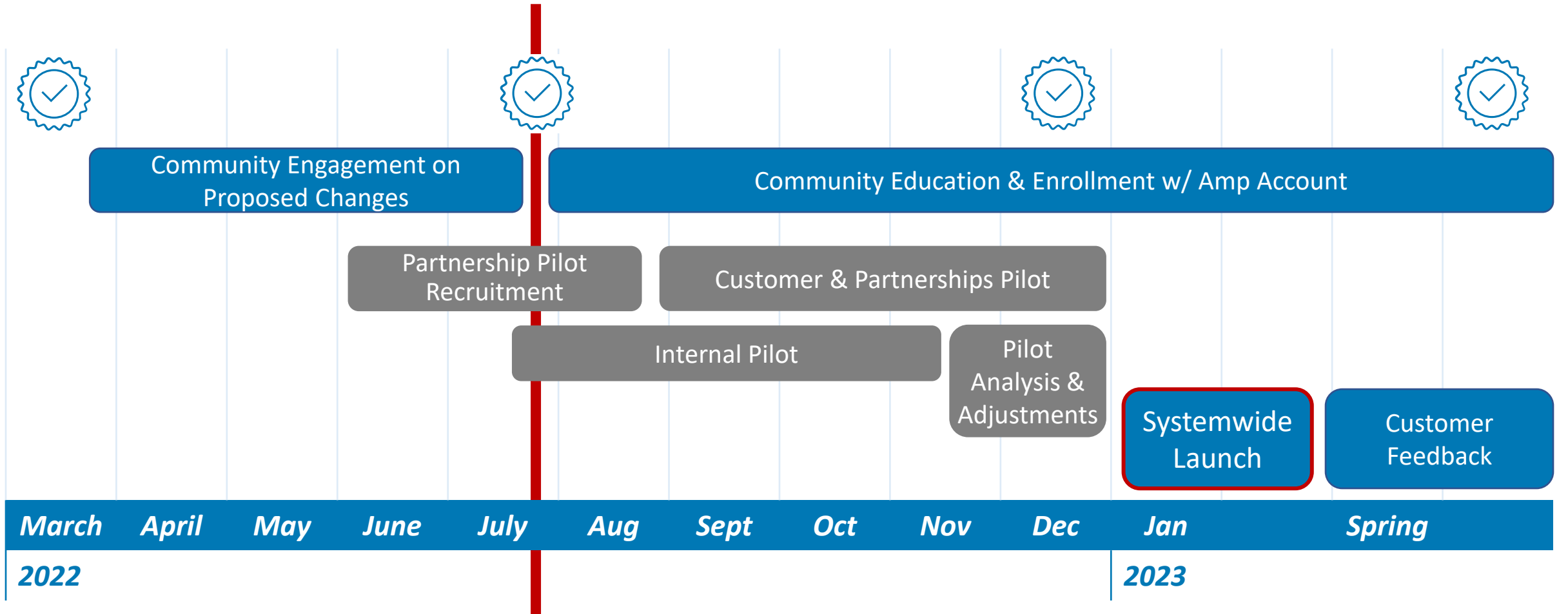
- Bus Placards (English and Spanish)
- Media Coverage (TV, Radio, Digital)
- Paid Advertisements
- CapMetro & PublicInput.com Webpages



Pilot

- **Internal Pilot – Launched July 2022**
 - Recruit from various departments, especially those that will be directly involved (customer service, operators, eligibility, community engagement)
- **External Pilot – Launch Fall 2022**
 - Projected launch in Fall and estimated to run 3-months
 - Use ongoing feedback forms and systems to integrate input and issues before the systemwide launch
 - Various segments to test different program systems (virtual Amp, Equifare, etc.)
- **Pilot Partnership Opportunities**
 - Potential Partners: Central Health, Austin Area Urban League (AAUL), Progressive Impaccct, Austin ECHO
 - Auto-enrollment opportunities or train-the-trainers for staff and community leaders
 - Pop-up events and enrollment events in collaboration with existing opportunities

Proposed Implementation Timeline



Summary of Board Agenda Items

- Public Hearing
- Board Action: resolution amending the CapMetro Fare Policy to allow for Fare Capping and Equifare
- Board Action: resolution amending the CapMetro Fare Structure to allow for a new fare category, Equifare

CapMetro

Thank you!

Board of Directors

Item #: AI-2021-270

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with ABC Bus, Inc., to purchase up to 144 paratransit vans over a five-year period in a total amount not to exceed \$21,019,104.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Approved Capital Budget and FY2023 Proposed Five Year CIP.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This item will allow for the replacement of revenue vehicles used in demand response paratransit services. The vehicles being replaced have exceeded their useful life and need replacement to maintain a state of good repair.

BUSINESS CASE: To maintain a state of good repair of the fleet, CapMetro establishes a fleet plan for scheduled replacement of vehicles. This item will allow for replacements of 47 vehicles under the plan, plus four option years for up to 97 additional vehicles. The vehicles being retired have exceeded their scheduled useful life.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: As part of the Capital Budget planning process, CapMetro establishes a fleet plan for scheduled replacement of paratransit vehicles. This plan details each vehicle's year of purchase and planned year of replacement. The Federal Transit Administration requires federally funded paratransit vehicles to be kept in service for a minimum of 5 years. CapMetro reviews age, mileage, and overall condition of the vehicles when establishing a retirement date. This contract will allow for the replacement of 47 vehicles that will have exceeded 5 years of service at their retirement. In addition, an option will be included to purchase up to 97 additional vehicles.

DBE/SBE PARTICIPATION: DBE goals do not apply because the solicitation requires a Transit Vehicle Manufacturer (TVM) Certificate. Only those listed on FTA's eligible TVMs list, or those that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid. To remain eligible, TVMs must submit an annual DBE goal methodology to FTA by August 1 of each year.

PROCUREMENT:

On February 7, 2022, a Request for Proposals was issued and formally advertised. By the closing date of April 05, 2022, two (2) proposals were received.

The evaluation team used the following factors in the evaluation of proposals:

- (1) Explain why the manufacture(s) of the vehicles(s) proposed was/were chosen and how it best suits the requirements of the technical specification. Please include the proposed vehicle manufacturers:
 - a. Organization and completeness of proposed work plan.
 - b. Methodology and approach to configuring vehicle for production.
 - c. Problem solving and response to design and production issues.
 - d. Quality Assurance Program and Quality Control Processes.
 - e. Approach to ad-on components and system integration, installation, and testing.

- (2) Demonstrated understanding of the requirements as described in Exhibit F-1 Technical Specifications:
 - a. Compliance to technical specifications.
 - b. Advantages of manufacturers solutions to requirements in technical specification.
 - c. Intuitive functionality of vehicle operation and maintenance.
 - d. Safety considerations in vehicle design.
 - e. Maintainability of vehicle.
 - f. Cleanability of vehicle.
 - g. Adaptability of vehicle to future innovative technology configuration changes.
 - h. Optimization of battery selection.
 - i. Robustness of bus equipment.
 - j. Sustainability and environmental consideration in manufacturing, lifetime support, and at end-of

-life for vehicles and chargers.

- (3) Methodology and Quality of Work Plans for Vehicle Configuration, Post-Delivery In-Servicing, and Post-Delivery Support for vehicles.
- (4) Qualifications, experience, and capabilities of the proposed project personnel, and any subcontractors, on projects of similar size, scope, complexity, and nature.
- (5) Past performance in delivering vehicles and equipment of similar design and similar quantities, including manufacturing capabilities. Includes details on:
- Applicability of presented projects of similar size, scope, and complexity.
 - Challenges encountered and their solutions.
 - Capability and capacity of manufacturing activities.
 - Qualification of other firms and subcontractors utilized.
 - References supplied.
 - Past Performance Questionnaires.

The proposal from ABC Bus, Inc was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is five (5) years with options to purchase additional vans at any time during the contract period, as follows:

BASE AWARD	Quantity	Cost	Extended
Chassis for 2 Wheelchair Position Van	47	\$35,906	\$1,687,582
2 Wheelchair Position Van: All other parts, excluding chassis	47	\$110,060	\$5,172,820
BASE AWARD TOTAL			\$6,860,402

OPTION	Quantity	Cost	Extended
Chassis for 2 Wheelchair Position Van	97	\$35,906	\$3,482,882
2 Wheelchair Position Van: All other parts, excluding chassis	97	\$110,060	\$10,675,820
OPTION TOTAL			\$14,158,702

GRAND TOTAL: BASE + OPTION	\$21,019,104
-----------------------------------	---------------------

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-270

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to maintain their fleet in a state of good repair; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to replace life-expired vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with ABC Bus, Inc to purchase up to 144 paratransit vans over a five-year period in a total amount not to exceed \$21,019,104.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-428

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Circuitlink LLC to replace the bus onboard event data recorders for the CapMetro fixed route fleet in an amount not to exceed \$516,297.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Maintaining and replacing the bus onboard event data recorder follows a state of good repair to ensure safe and reliable operation of CapMetro’s fixed route bus fleet. The replacement of event data recorders will improve safety culture at CapMetro by using the latest onboard event data recorder that is standardized across the fleet.

BUSINESS CASE: This is a state of good repair initiative to replace the onboard event data recorders in the existing CapMetro fixed route fleet. The current recorders have met their useful life and are ready to be replaced to maintain a state of good repair. Failure to act will result in safety concerns and risks to the recording of the bus activity while in service.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: This contract will provide for the replacement of bus onboard event data recorders that are at the end of their useful life. This ensures safe and reliable systems operating within the CapMetro fixed route bus fleet.

DBE/SBE PARTICIPATION: No goal was set as this is a sole source procurement.

PROCUREMENT: A Notice of Intent to Award Sole Source was published on PlanetBids on June 23, 2022, as well as in the Lobby at 2910 E 5th Street, Austin, TX 78702. One proposal was received from Circuitlink, LLC, by the due date of June 29, 2022, prior to 3:00 pm.

Circuitlink, LLC., was deemed to be the best value for the Authority. The resulting contract term will be for 1 (one) year from the Notice to Proceed for a not to exceed price of \$ 516,297.

Description	Circuitlink
Hardware & Installation Services T5 Upgrade	\$472,341
Annual Monitoring and System Reporting	\$43,956
Pricing Total	\$516,297

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-428

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide adequate state of good repair to the onboard event data recorders for the fixed route bus fleet.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with Circuitlink LLC. to replace the bus onboard event data recorders for the CapMetro fixed route fleet in an amount not to exceed \$516,297.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-477

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute contracts with Huitt-Zollars, Inc., Bowman Engineers, HNTB Corporation, Bridgefarmer Associates, Kimley Horn Inc., WSP Inc., and AECOM for General Engineering Consulting Services for a three-year base period and five (5) option years on a task order basis in an aggregate amount not to exceed \$150,000,000.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: General Engineering Consulting Services are required to provide design and engineering services for Capital Metro railroad Transit, Bus Transit and other new and existing transportation infrastructure and facility projects. These services ensure safe and reliable transit infrastructure for our customers.

BUSINESS CASE: The budgets for Capital Metro projects include funding for general engineering services for existing or new railroad and bus transportation improvement projects, transit infrastructure, and administrative facilities that are designed to meet the needs of the agency's customers and comply with all regulatory and safety requirements. The funding for this is available in the respective FY 22 capital project budgets and those project budgets included in the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Capital Metro requires professional general engineering services to design and construct passenger transportation infrastructure, administrative facilities and other existing and new infrastructure improvements. Through these general engineering services contracts, Capital Metro will secure the services of professional railroad engineers, signal engineers, civil engineers, architects and other related design professionals to complete budgeted projects during the term of these contracts. Funding for these services is included in the approved budget for Capital Improvement Projects.

DBE/SBE PARTICIPATION: The contractors will exceed the goal utilizing the following DBE contractors. The goal is 12%

Prime	SERVICE/PRODUCT	16%
HUITT-ZOLLARS		
DBE		
DAVCAR Engineering Services	Civil Engineering	5%
Alliance Transportation Group, Inc	Professional Engineering and Planning consulting services	5%
The Rios Group	Surveying and Mapping	1%
McGray & McGray Land Surveyors, Inc.	Surveying Services	1%
Edge Engineering	Engineering Services	1%
AmaTerra Environmental Inc.	Environmental Consulting	1%
Altura Solutions LLC	ADA Consulting Services	1%
GNR Estimating	Cost Estimates	1%

Prime	SERVICE/PRODUCT	13%
BOWMAN ENGINEERS		
DBE		
TLC Engineering	Engineering and Architectural Design	3%
MWM Design Group	Landscape Architecture	7%
The Rios Group, Inc.	Subsurface Utility Engineering	N/A
HVJ South Central Texas	Geotechnical Engineering Services	3%
Prime	SERVICE/PRODUCT	15%
HNTB Corporation		
DBE		
ADS System Safety Consulting LLC	Supply Safety and Security Engineering	1%

CivTech	BRT Design and Station Planning	2%
K Friese & Associates	H&H and Drainage Engineering Services	1%
MWM Design Group	Supply Civil Engineering and Permitting Services	2%
McGray & McGray Land Surveyors, Inc.	Surveying Services	1%
The Rios Group, Inc.	Surface Utility Engineering	2%
Sunland Group, Inc.	Supply Cost Estimating	1%

Prime	SERVICE/PRODUCT	14%
Bridgefarmer & Associates		
DBE		
HVJ South Central Texas - M&J, Inc.	Geotechnical Engineering Services	2%
McGray & McGray Land Surveyors, Inc.	Surveying Services	4%
Solaray Engineering, Inc.	Utility Engineering, Subsurface Utility Engineering	2%
Raul V. Bravo + Associates, Inc.	Railroad Rolling Stock Manufacturing and Industrial Design Engineering Services	4%
Manning APC	Rail & Transit Rail, Bus Rapid Transit (BRT), and Facility Design' Quality Assurance/Quality Control; and FRA/FTA Coordination	2%

Prime	SERVICE PRODUCT	15%
Kimley Horne		
Baer Engineering	Environmental and Facility Engineering Services	3%
HVJ South Central Texas	Geotechnical Engineering	3%
McGray & McGray Land Surveyors, Inc.	Surveying	5%
The Rios Group, Inc.	Surface Utility Engineering	4%

Prime	SERVICE PRODUCT	15%
WSP Inc.		
K Friese + Associates	Civil Engineering	3%
HVJ South Central Texas	Geotechnical Engineering	2%
MWM Design Group	Utility Coordination, Permitting, Landscape	6%
McGray & McGray Land Surveyors, Inc.	Surveying	2%
The Rios Group, Inc.	Subsurface Utility Engineering	2%

Prime	SERVICE PRODUCT	14%
AECOM		
Alliance Transportation Group, Inc.	Traffic Engineering	4%
Balcones Geotechnical LLC	Geotechnical Services	1%
CAS Consulting & Services	Drainage Services	3%
CivilCorp		
Aan Garrett Coleman & Associates Encotech	Landscape Architecture	2%
The Rios Group, Inc.	Subsurface Utility Engineering	2%
Sunland Group, Inc.	Cost Estimating Services	2%

PROCUREMENT: On April 12, 2022, a request for Statements of Qualifications was issued and formally advertised. By the closing date of May 12, nine (9) submittals were received. Submittals were rated based on the following factors: The offeror's demonstrated, relevant work experience and capabilities of the firm as a whole on projects of a similar size, scope, complexity and nature; Experience and qualifications of the railroad track engineer, experience and qualifications of the railroad signal engineer, experience and qualifications of the railroad bridge engineer; experience and qualifications of the Civil Engineer, and QA/QC manager The offeror's demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror; and The offeror's on-call Task Order Management Plan that demonstrates an understanding of the task order process and experience in task order cost and schedule management, and quality assurance and quality control (QA/QC) of the deliverables. The submittals from seven out of nine offerors were rated acceptable, all factors considered. Capital Metro negotiated and finalized pricing based on cost and market evaluation of the hourly rates, overhead and profit for similar services. The contracts are indefinite delivery, task order contracts. The term is three (3) base years from the Notice of Award with five (5) option years. Total estimated amount of all eight years for seven contracts: \$150,000,000.

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-477

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management continue to pursue the improvement of existing and new transportation infrastructure and facilities; and

WHEREAS, general engineering services are required to support the design and construction of transportation infrastructure for all Capital Metro services.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute contracts with Huitt-Zollars, Inc., Bowman Engineers, HNTB Corporation, Bridgefarmer Associates., Kimley Horn Inc., WSP Inc., and AECOM for General Engineering Consulting Services for a three-year base period and five option years on a task order basis in an aggregate amount not to exceed \$150,000,000.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-490

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with SELS USA LLC for the fabrication and delivery of bus stop solar lighting for a one (1) year base period and four (4) option years for \$1,144,263, plus \$286,066, representing a 25% contingency, for a total not to exceed amount of \$1,430,329.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Capital Metro's goal is to provide safe, attractive, accessible quality transit facilities and infrastructure, including the installation of solar lighting at bus stops. The amenities will provide exceptional customer service and add value to the ridership experience on existing and new routes. In addition, the amenities will offer passengers an enhanced and secure environment.

BUSINESS CASE: Capital Metro is currently updating existing bus stop amenities and adding solar lighting at locations that benefit from lighting. This solar lighting contract will help to provide additional lighting at bus stops and not require any electricity. The funding for this contract is included in the FY 2022 capital budget and in the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Capital Metro is improving bus stop transit amenities as part of the state of good repair program and adding additional amenities to comply with the current ridership standards. This provides riders with a safe and comfortable place to wait, providing protection from the elements and coordinating the design of selected street furniture elements for improved appearance and quality. Capital Metro's goal is to provide safe, attractive, accessible quality transit facilities and infrastructure.

DBE/SBE PARTICIPATION: The goal on this contract was set at 11%. The contractor will meet this goal utilizing the following SBE contractor.

Subcontractor	Race/Gender	Services/Products	SBE Responsive
A&E Welding	Caucasian/Female	Supply Metal Parts components	12.6%
			12.6%

PROCUREMENT: On March 29, 2022, an Invitation for Bids was issued and formally advertised for the four (4) bus stop amenities-Shelters, Benches, Litter Receptacles, and Solar Lighting. By the closing date of June 03, 2022, three (3) bids were received. One bid was received from Tolar Manufacturing Company, Incorporated for the Shelters, one bid was received from Tournesol Siteworks for the Litter Receptacles, and two bids were received for the Solar Lighting from both Tolar Manufacturing Company and SELS USA, LLC. This award pertains to the Shelters and Solar Lighting only. In accordance with the instructions in the solicitation, award will be made to the lowest responsive responsible bidder for each of the amenities. Based on the evaluations and cost analysis conducted, the proposal from Tolar Manufacturing Company in the total amount of \$8,365,350.00 is determined to be the responsive responsible bidder for the Shelters and the proposal from SELS USA, LLC in the total amount of \$1,144,262.70 is determined to be the lowest responsive responsible bidder for the Solar Lighting amenity. The term for both contracts is one (1) year from the Notice to Proceeds with four (4) one-year option periods. This resolution also includes a 25% contingency.

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-490

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide bus stop amenities as part of a continuous improvement for exceptional customer service and add value to the ridership experience on new and existing bus routes; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to award this solar lighting fabrication and delivery contract to fulfill this goal.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with SELS USA LLC for the fabrication and delivery of bus stop solar lighting for a one (1) year base period and four (4) option years for \$1,144,263, plus \$286,066, representing a 25% contingency, for a total not to exceed amount of \$1,430,329.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-491

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Tolar Manufacturing, Inc. for the fabrication and delivery of bus stop shelters for a one (1) year base period and four (4) option years for a total of \$8,365,350, plus \$2,091,337, representing 25% contingency, for a total not to exceed amount of \$10,456,687.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Capital Metro's goal is to provide safe, attractive, accessible quality transit facilities and infrastructure. The bus stop amenities will provide exceptional customer service and add value to the ridership experience on existing and new routes. In addition, the amenities will offer passengers an enhanced and secure environment.

BUSINESS CASE: Capital Metro is constantly working to improve the customer experience at the bus stop by providing new shelters and replacing older shelters which have reached their end of useful life. This contract is for the supply of new shelters. The funding for this contract is included in the FY 2022 capital budget and in the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Capital Metro is improving public transit amenities as part of the state of good repair program and adding additional amenities to comply with the current ridership standards. This program provides passengers with a safe and comfortable place to wait, providing protection from the elements and coordinating the design of selected street furniture elements for improved appearance and quality. Capital Metro's goal is to provide safe, attractive, accessible quality transit facilities and infrastructure.

DBE/SBE PARTICIPATION: The goal on this contract was set at 11%. The contractor will meet this goal utilizing the following SBE contractors.

Subcontractor	Race/Gender	Services/Products	SBE Responsive
David Freight Management	Caucasian/Female	Freight Transportation Services	2.7%
LAW Contracting LLC	Caucasian/Female	Freight Unloading and Inventory Services	1.5%
C.J. Hood Company, Inc.	Caucasian/Female	Supply of Solar Lighting and Components	7.5%
			11.7%

PROCUREMENT: On March 29, 2022, an Invitation for Bids was issued and formally advertised for the four (4) bus stop amenities-Shelters, Benches, Litter Receptacles, and Solar Lighting. By the closing date of June 03, 2022, three (3) bids were received. One bid was received from Tolar Manufacturing Company, Incorporated for the Shelters, one bid was received from Tournesol Siteworks for the Litter Receptacles, and two bids were received for the Solar Lighting from both Tolar Manufacturing Company and SELS USA, LLC. This award pertains to the Shelters and Solar Lighting only. In accordance with the instructions in the solicitation, award will be made to the lowest responsive responsible bidder for each of the amenities. Based on the evaluations and cost analysis conducted, the proposal from Tolar Manufacturing Company in the total amount of \$8,365,350.00 is determined to be the responsive responsible bidder for the Shelters and the proposal from SELS USA, LLC in the total amount of \$1,144,262.70 is determined to be the lowest responsive responsible bidder for the Solar Lighting amenity. The term for both contracts is one (1) year from the Notice to Proceeds with four (4) one-year option periods. This resolution also includes a 25% contingency.

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-491

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide bus stop amenities as part of a continuous improvement for exceptional customer service and add value to the ridership experience; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to award this shelter fabrication and delivery contract to fulfill this goal.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with Tolar Manufacturing, Inc. for the fabrication and delivery of bus stop shelters for a one (1) year base period and four (4) option years for a total of \$8,365,350, plus \$2,091,337, representing 25% contingency, for a total not to exceed amount of \$10,456,687.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-455

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an interlocal agreement with Austin Transit Partnership (ATP) for the reimbursement of certain capital costs for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines, as part of the Project Connect program.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Expo Center and Pleasant Valley MetroRapid bus rapid transit lines will significantly expand service options in portions of the Capital Metro service area that have been traditionally underserved by rapid bus service and will allow for greater connectivity from east Austin to the larger Capital Metro network.

BUSINESS CASE: Capital Metro is seeking funding from the federal Small Starts grant program for a portion of the capital construction costs for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines. This resolution and interlocal agreement provide additional assurance to the Federal Transit Administration (FTA) that Capital Metro and Austin Transit Partnership (ATP) have committed matching local funding for the

projects.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Capital Metro and ATP entered into an interlocal agreement (ILA) to facilitate services and financial transactions between the entities in February 2021. As the projects have progressed, the parties desire to enter into a new ILA to supersede portions of the existing ILA related to capital costs for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines as described in the federal Small Starts Capital Improvement Grant Applications.

As part of the commitments to the community for the Project Connect program, Capital Metro is responsible for delivering these two MetroRapid services with federal Small Starts Grants funding and a local funding investment from ATP. This ILA identifies the terms for delivery of the projects by Capital Metro and reimbursement by ATP.

As illustrated below, Capital Metro expects to complete these two MetroRapid projects for a total development cost of \$101,240,085, as identified in the Small Starts Grants applications. Capital Metro has applied for Small Starts Grant funding for these two MetroRapid projects (\$30,855,528 for the Expo Center MetroRapid and \$34,748,728 for Pleasant Valley MetroRapid) in the total amount of \$65,604,256. Pursuant to this ILA, ATP will reimburse CapMetro for the local match portion of these two MetroRapid projects after Small Starts Grant funding (\$17,660,830 for the Expo Center MetroRapid and \$17,974,999 for the Pleasant Valley MetroRapid) for a total amount not to exceed \$35,635,829. Capital Metro and ATP will enter into a separate ILA for the park and ride/transit centers for the Expo Center and Pleasant Valley MetroRapid lines. The Austin Transit Partnership Board of Directors is expected to consider this ILA at its July 20, 2022 meeting.

Project Connect: Interlocal Agreement between ATP and CapMetro for MetroRapid Capital Cost Reimbursement			
MetroRapid Line	Project Cost (not including related Park & Ride and Transit Centers)	Requested Federal SSGA Funding by CapMetro (\$)	ATP Reimbursement to CapMetro (\$)
Expo Center	48,516,358	30,855,528	17,660,830
Pleasant Valley	52,723,727	34,748,728	17,974,999
Total	101,240,085	65,604,256	35,635,829

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-455

WHEREAS, the Capital Metro Board of Directors and Austin City Council approved the Project Connect System Implementation Plan in 2020, including the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines;

WHEREAS, the Capital Metro Board of Directors approved a resolution in August 2020 committing to the community its available financial resources in support of the Implementation Plan, including the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines;

WHEREAS, the voters of the City of Austin approved a referendum in November 2020 to fund projects in the Implementation Plan;

WHEREAS, Capital Metro is committed to building the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines in accordance with the contract with the voters and Joint Powers Agreement between the City, Capital Metro and Austin Transit Partnership, and has committed funding for the projects in its current fiscal year budget and its 5-year Capital Improvement Plan;

WHEREAS, Capital Metro has taken the necessary steps to pursue federal grant funding for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines by applying for Small Starts Capital Improvement Grants from the Federal Transit Administration;

WHEREAS, Capital Metro and the City of Austin created Austin Transit Partnership, joint local government corporation, to assist in the financing, funding and construction of the Implementation Plan; which will provide a portion of the funding for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines;

WHEREAS, Capital Metro and Austin Transit Partnership entered into an interlocal agreement (ILA) for services and funding related to the Project Connect program in February 2021 and now desire to enter into a new ILA specifically related to delivery and funding of the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines; and

WHEREAS, as part of the commitments to the community for the Project Connect Implementation Plan, Capital Metro is responsible for delivering these two MetroRapid services with federal Small Starts Grants funding and a local funding investment from Austin Transit Partnership;

WHEREAS, this ILA identifies the terms for delivery of the projects by Capital Metro and reimbursement by Austin Transit Partnership;

WHEREAS, Capital Metro expects to complete these two MetroRapid projects for a total development cost of \$101,240,085, as identified in the Small Starts Grants applications which requests FTA funding in the total amount of \$65,604,256;

WHEREAS, pursuant to the terms of this ILA, Austin Transit Partnership will reimburse Capital Metro for the local match portion of these two MetroRapid projects after Small Starts Grant funding for a total amount not to exceed \$35,635,829.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Transportation Authority Interim President & CEO, or her designee, is authorized to finalize and execute an interlocal agreement with the Austin Transit Partnership for the reimbursement of construction expenses for the Expo Center and Pleasant Valley MetroRapid bus rapid transit lines, as part of the Project Connect program.

Secretary of the Board
Leslie Pool

Date: _____

**INTERLOCAL COOPERATION GRANT AGREEMENT
BETWEEN
AUSTIN TRANSIT PARTNERSHIP AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY FOR
CAPITAL REIMBURSEMENT OF THE EXPO CENTER AND PLEASANT VALLEY
METRO RAPID PROJECTS OF THE PROJECT CONNECT SYSTEM PLAN**

THIS INTERLOCAL COOPERATION AGREEMENT (this "**Agreement**") is dated and entered into as of July 25, 2022 (the "**Effective Date**"), pursuant to Chapter 791 of the Texas Government Code, between AUSTIN TRANSIT PARTNERSHIP ("**ATP**") , a public nonprofit joint local government corporation formed pursuant to Chapter 431 of the Texas Transportation Code, and CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("**Capital Metro**"), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code. Each of ATP and Capital Metro are sometimes referred to herein individually as a "**Party**" and collectively, the "**Parties**". Capitalized terms used herein and not otherwise defined have the meaning given in the Joint Powers Agreement (defined below).

BACKGROUND

1. ATP was created by the City of Austin (the "**City**") and Capital Metro following the approval of a ballot measure by the voters of the City at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan ("**Proposition A**").
2. ATP was formed to aid and act on behalf of the City and Capital Metro to accomplish their governmental purpose, namely to implement the Project Connect System Plan ("**Project Connect**") as it is more particularly described in Capital Metro Resolution No. AI-2020-1273, City Resolution No. 20200610-02, and City Resolution No. 20200812-015 (such resolution more commonly known as the "**Contract with Voters**").
3. ATP has been designated by the City and Capital Metro to be the principal entity responsible for the financing, design, engineering, construction, and contracting with Capital Metro to operate and maintain assets funded by ATP for Project Connect in a manner independent of the City and Capital Metro.
4. Project Connect includes the addition of multiple MetroRapid bus lines; and the two which are the subject of this Agreement are known as the Expo Center and Pleasant Valley MetroRapid lines, as more particularly described as the Bus Rapid Transit ("**BRT**") projects in Capital Metro's submissions for the Federal Transit Administration ("**FTA**") Small Starts Capital Improvement Grant Applications (both singularly and collectively, "**SSGA**") (collectively, the "**MetroRapid Projects**").
5. In order to expedite the planning and design of Project Connect, Capital Metro and ATP have agreed on certain administrative and project-related services pursuant to that certain Interlocal Agreement between the Parties for Support Services and Project Implementation dated February 3, 2021 (the "**Initial Funding Agreement**").
6. Since entering into the Initial Funding Agreement, the City, Capital Metro and ATP have entered into a Joint Powers Agreement, effective December 17, 2021 (the "**Joint Powers Agreement**"), delineating the roles and responsibilities of the three parties and to confirm their commitment and support of Project Connect.

7. The Joint Powers Agreement contemplates that the parties will enter into various supplemental agreements relating to the implementation of Project Connect.
8. The Parties desire to enter into this Agreement to supersede and replace the Initial Funding Agreement specifically and solely as to any funding provisions related to the MetroRapid Projects and for the limited purposes of establishing the terms and conditions of payment by ATP and Capital Metro in order to encourage transparency and financial accountability, and to establish the terms and conditions for the reimbursement by ATP for certain capital costs incurred by Capital Metro for the planning, development, design, construction and equipping of the MetroRapid Projects. This Agreement does not affect either of the Parties' funding commitment in the Initial Funding Agreement other than those specifically identified in this Agreement.

ACCORDINGLY, in consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, ATP and Capital Metro hereby enter into this Agreement and do hereby agree as follows:

Article 1

General Terms; Roles and Responsibilities; Purpose and Scope of this Agreement

Section 1.1 Defined Terms. Capitalized terms used in this Agreement and not otherwise defined have the meaning given in the Joint Powers Agreement.

Section 1.2 General Roles and Responsibilities of the Parties. The roles and responsibilities of the Parties are established in the Joint Powers Agreement and the Foundational Texts referenced in the Joint Powers Agreement.

Section 1.3 Purpose and Scope of This Agreement. This Agreement is one of multiple interlocal cooperation agreements intended to be entered between the Parties to supersede and replace the Initial Funding Agreement, in this case, specifically and solely as to the Expo Center and Pleasant Valley MetroRapid Projects as further described in this Agreement. The purpose and scope of this Agreement is to establish the terms and conditions for the payment and reimbursement of the Expo Center and Pleasant Valley MetroRapid Projects by ATP to Capital Metro as contemplated in Section 5 of the Joint Powers Agreement and as further described in this Agreement. This Agreement does not include any terms relating to other components of Project Connect or for the operation and maintenance of any Project Connect assets on completion; and the Parties acknowledge that these matters have been or will be separately addressed between the Parties in other interlocal cooperative agreements. The Parties agree that the Park and Ride and transit centers for the Expo Center and Pleasant Valley MetroRapid Projects, which are not included in the funding and reimbursement commitments of the Parties described in Article 2 and for which land acquisition costs are being finalized, shall be the subject of a separate capital reimbursement interlocal cooperation agreement between the Parties by which ATP reimburses Capital Metro for such capital costs. ATP agrees that the Park and Ride and transit centers for the Expo Center and Pleasant Valley MetroRapid Projects are necessary ancillary projects for completion of the MetroRapid Projects under the terms of the SSGA.

Section 1.4 Collaboration and Communication Between the Parties. Capital Metro and ATP agree to share any necessary financial and operating information, data, and reports to sufficiently account for the expenditure of public funds including the conditions and requirements applicable to the expenditure of the property tax revenue as authorized by the voters with the passage of Proposition A ("**Project Connect Tax Revenues**") and to support each Party's annual budgets, annual comprehensive financial reports, compliance with federal requirements under Section 3.4 of this Agreement, and ATP's issuance of debt obligations, including primary offering disclosure and continuing disclosure in accordance

with federal securities laws. Both Parties agree that their respective staff shall work to support any such request for this information, data, and reports.

Article 2

Funding and Reimbursement Commitments of the Parties

Section 2.1 Capital Metro's Funding Obligation. Capital Metro will complete the MetroRapid Projects, which are estimated to have a total development cost of \$101,240,085, as identified in the SSGA at the time of the execution of this Agreement. Capital Metro shall fund costs relating to the planning, development, design, construction and equipping of the MetroRapid Projects (collectively, the "**MetroRapid Capital Costs**") to the extent that Capital Metro receives funding by the FTA related to Capital Metro's SSGA for the MetroRapid Projects.

Section 2.2 ATP's Reimbursement Obligation. Subject to the terms and conditions set forth in this Agreement, ATP agrees to reimburse Capital Metro for the MetroRapid Capital Costs, currently projected to be \$101,240,085, subject to offset by any funding received by Capital Metro from the FTA related to Capital Metro's SSGA for the MetroRapid Projects (the "**ATP Reimbursement Obligation**"), as generally contemplated in Section 5 of the Joint Powers Agreement. For the purposes of this Agreement, the ATP Reimbursement Obligation is expected to be **\$17,660,830** for the Expo Center MetroRapid and **\$17,974,999** for the Pleasant Valley MetroRapid for a total amount not to exceed **\$35,635,829**, as further illustrated in the attached Schedule 1. The terms for the payment of the ATP Reimbursement Obligation and process for addressing additional costs incurred for the completion of the MetroRapid Projects are set forth in Article 4 hereof.

Section 2.3 Cooperation of the Parties. The Parties acknowledge their respective obligations and commitments to the Contract with Voters and the Joint Powers Agreement and their interdependence for meeting such obligations and commitments. In furtherance of the letter and spirit of the Contract with Voters and the Joint Powers Agreement, the Parties agree to cooperate in good faith to accomplish the completion of the MetroRapid Projects.

Article 3

Covenants and Obligations of Capital Metro

Section 3.1 Capital Metro General Responsibilities. Except as hereinafter provided, Capital Metro shall undertake all actions required for the procurement, design and construction of the MetroRapid Projects as more particularly described in the FTA SSGA for the MetroRapid Projects, including all required utility relocations and adjustments and including the design, construction and commissioning of all stations and facilities, unless otherwise agreed to by the Parties in writing. Capital Metro shall provide a project manager for each MetroRapid Project who will be responsible for the delivery of the project, including managing all aspects of the project and supervising and managing consultants, contractors and vendors providing services to Capital Metro for the construction of the MetroRapid Projects. Capital Metro shall comply with the FTA SSGA requirements for the MetroRapid Projects, including complying at all times with the terms of the Federal Transit Administration Master Agreement ("FTA MA") and any other documents or requirements incorporated into the applicable SSGA and otherwise with the terms of Section 3.4 of this Agreement. Capital Metro shall be fully responsible for all responsibilities as contained therein, including, but not limited to those outlined below:

- (a) ensuring that all environmental permits, issues, and commitments are addressed in its project design,

- (b) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes,
- (c) selection of consultants, construction managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, insurers, and other parties retained in connection with the design or construction of the MetroRapid Projects,
- (d) commencement, sequencing and timing of design and construction activities and other work subject to the obligation to deliver the MetroRapid Projects in accordance with the milestone schedule and scheduled revenue service dates set forth in the SSGA other than any delays related to the acquisition of real property and installation of bus charging equipment for the MetroRapid Projects or any delays caused by ATP,
- (e) design of the MetroRapid Projects and all features thereof,
- (f) ensuring that all construction plans are signed, sealed and dated by a professional engineer duly licensed and registered by the Texas Board of Professional Engineers and Land Surveyors to engage in the practice of engineering in the State of Texas,
- (g) securing construction oversight and inspection, as well as materials testing, and for safety, safety inspections and any related certifications required by FTA,
- (h) quality control and quality assurance and the acceptance or rejection of work or other deliverables,
- (i) investigations and risk assessments, site safety and security,
- (j) negotiation, bidding, letting and management of contracts for the MetroRapid Projects,
- (k) resolution of any disputes under such contracts,
- (l) testing and commissioning of the MetroRapid Projects prior to commencement of revenue service,
- (m) public information requests and communications relating to the MetroRapids Projects,
- (n) complying with City of Austin utility requirements,
- (o) operational readiness of the MetroRapids Projects for revenue service, achievement of revenue operations and achievement of the levels of service committed under the SSGA, and
- (p) preparing and submitting reports to the extent required by the FTA and Project Management Plan.

Section 3.2 ATP Responsibilities. ATP shall be responsible for its reimbursement obligations under the terms and conditions of this Agreement and oversight of project controls as set forth in the Project Controls Plan. ATP will function in an advisory capacity with regard to FTA coordination or as needed on technical issues. ATP is providing oversight of the Quality process unless or until Capital Metro engages a Quality Manager that satisfies the qualifications for FTA Quality requirements as noted in the Quality Management Plan submitted to the FTA.

Section 3.3 Joint Responsibilities. Parties shall comply with, and Capital Metro cause its consultants, contractors and vendors performing services pursuant to this Agreement to comply with, all federal state and local laws, ordinances, statutes and regulations applicable to the MetroRapid Projects and the services performed pursuant to this Agreement and in effect at the time such services are performed.

Section 3.4 FTA Requirements. Capital Metro has submitted two SSGAs to FTA (one for each MetroRapid Project). With respect to each grant awarded, Capital Metro shall enter into a Project Construction Grant Agreement ("**PCGA**") for the capital funding of the relevant MetroRapid Project. Capital Metro shall comply with (and shall ensure that its consultants, contractors, and vendors comply with) the terms, conditions and requirements in the SSGA, PCGA and the FTA MA, the certifications and assurances applicable to the grant award that Capital Metro provides to the FTA, and any other documents or requirements incorporated into the SSGA or PCGA including any applicable guidance issued by the FTA. Capital Metro will be responsible for preparing and submitting reports to the extent required by FTA and the Project Management Plan ("**PMP**"). ATP will provide support to the extent set forth in the PMP. Capital Metro and ATP have developed a Document Management Plan which is included in the CCP. Capital Metro shall comply with all laws and other terms and conditions of its grant agreements.

Section 3.5 Required Program Compliance. Capital Metro hereby represents and warrants to ATP, and further covenants that all contracts entered into by Capital Metro for the planning, development, design, construction and equipping of MetroRapid Projects have, and shall at all times require compliance the following:

- (a) **Better Builder Program.** For all contracts for the performance of construction services, contractors shall comply with the Better Builder Program or similar program as required for Project Connect for all construction workers, including City of Austin hiring goals as allowed by federal law and regulations, completion of OSHA ten-hour training, workers' compensation, on-site monitoring independent of construction companies and their affiliates, and in compliance with all state, federal, and local laws.
- (b) **Disadvantaged Business Enterprise (DBE) Program.** Capital Metro shall include the Disadvantaged Business Enterprise Program (the "**DBE Program**") requirements in all procurement solicitations for future contracts for the implementation of Project Connect, and shall ensure that contractors comply with the terms and conditions of the DBE Program in accordance with 49 CFR Part 26, which are incorporated herein by this reference.
- (c) **Living Wage Program.** For all contracts for the implementation of Project Connect, contractors shall comply with the City of Austin Living Wage program or Davis-Bacon, whichever is higher, for wages and benefits for workers employed on the MetroRapid Projects.

Article 4

Payment of ATP's Reimbursement Obligation

Section 4.1 General. ATP agrees to pay or reimburse Capital Metro for the MetroRapid Projects, subject to and in accordance with the terms and conditions set forth in this Agreement.

Section 4.2 Concurrent Appropriation. Concurrent to this Agreement, ATP will make a budget appropriation for the entire ATP Reimbursement Obligation to be allocated to Fiscal Year 2022 with funds to be paid out to Capital Metro pursuant to this Agreement.

Section 4.3 [RESERVED.]

Section 4.4 [RESERVED.]

Section 4.5 Contingencies; Cost Overruns; Line-Item Reallocations. The Approved Annual MetroRapid Projects Budget shall be categorized into Expo Center MetroRapid Projects and Pleasant Valley MetroRapid Projects (the "**General Categories**") and shall be broken down into sufficient detail as to give the ATP Board a clear understanding of the MetroRapid Projects to be provided and their associated costs.

- (a) ***Use of Contingency.*** Each General Category shall include a reasonable contingency for the current Fiscal Year. The contingency for each General Category shall be available for the payment of cost overruns incurred for authorized MetroRapid Projects within such General Category. Capital Metro shall give prompt written notice to the ATP CFO of any actual or anticipated cost overruns, which notice shall include a general explanation of the causes of such cost overruns and efforts taken or proposed to mitigate the impact thereof, and should include a completed ATP Budget Request form. The total contingency included in the current budget should be managed in accordance with the Project Controls Plan.
- (b) ***Cost Overruns and Project Governance.*** For any design modifications to one or both of the MetroRapid Projects which are initiated or requested by either Party and which have the potential to or actually increase cost beyond the dollar amount included in the SSGA, including but not limited to those that cause delay or disruption in work, the Parties will work together in good faith to mitigate the impact of such cost overrun, negotiate the use of contingency funding, and in the event the Parties mutually determine that the contingency funding is insufficient, the Parties may pursue an amendment to this Agreement, in accordance with Section 7.19, to increase the ATP Reimbursement Obligation.
- (c) ***Line-Item Reallocations.*** If the cost of approved MetroRapid Projects in any General Category exceeds the budgeted amount and available contingency therefor, the ATP CFO shall be authorized to reallocate budgeted amounts from another General Category to fund such cost overruns if the ATP CFO reasonably determines that available cost savings or contingency shall be sufficient therefor.

Section 4.6 Subordination. Capital Metro acknowledges and agrees that notwithstanding any present or future appropriation of funds by ATP to fulfill its payment obligations hereunder, all payment obligations of ATP to Capital Metro under this Agreement shall constitute unsecured contractual obligations of ATP payable from current funds, and shall be expressly subject and subordinate to any present or future pledge by ATP of its revenues securing any lien for the repayment of its public securities, credit or liquidity agreements or other debt obligations of ATP for the financing of all components or any component of Project Connect. Capital Metro agrees to deliver any additional instruments, estoppels or other assurances as may be reasonably required by ATP, any trustee, ATP investors or credit/liquidity providers to evidence timing or subordination constraints. In the event of any conflict between this Agreement and any Public Security Authorization, as defined in Section 1201.002(3) of the Texas Government Code, the Public Security Authorization shall prevail.

Section 4.7 Budget Shortfalls. ATP shall provide prompt written notice to Capital Metro of any actual or anticipated shortfalls in ATP's annual operating budget. Such notice shall specify in sufficient detail the expected impact of any such budget shortfall on the current Approved Annual MetroRapid Projects Budget. Upon the occurrence of any such event, the Parties agree to work in good faith to make any necessary amendments or modifications to the then current Approved Annual MetroRapid Projects Budget to mitigate the impact of such budget shortfall.

Section 4.8 [RESERVED.]

Section 4.9 Invoicing. The Invoicing process will depend on the financial system in use at time of expenditure by Capital Metro. Regardless of applicable process, the invoice submitted by Capital Metro shall have expenditures summarized by the MetroRapid Projects. The invoice should also include the appropriate ACH or wiring instructions (full Routing Number and last four digits of the Account Number).

- (a) ***While MicroSoft AX is in use.*** By the 15th of each month, Capital Metro shall provide to ATP a detailed list of the transactions from the prior month for which it is requesting reimbursement. ATP will review the transactions, verify that the transactions belong to ATP, and specify the accounting dimensions to which the expenses should be charged. The reviewed and completed file will be returned to Capital Metro with approval to submit an invoice.
- (b) ***After MicroSoft AX is retired from use.*** By the 15th of each month, Capital Metro shall provide to ATP an invoice with supporting documentation that provides the following information for each transaction covered by the invoice:
 - (i) Payee
 - (ii) Invoice number or journal ledger number
 - (iii) Date of payment
 - (iv) Period covered by payment
 - (v) Description of service provided
 - (vi) Amount of payment
 - (vii) Related Project, if applicable

Section 4.10 Invoice Corrections. In the event the amount charged to ATP is incorrect for any reason, the adjustment may be applied to the next invoice. Capital Metro may, but is not expected nor required, to issue a supplemental invoice for the adjustment amount.

Section 4.11 Processing Payments. ATP will process payment within 30 days of receipt of a complete and accurate invoice in accordance with Chapter 2251 of the Texas Government Code (the “**Prompt Payment Act**”). ATP shall make payments to Capital Metro using electronic funds transfer.

Section 4.12 Payment Method. ATP shall make payments to Capital Metro using electronic funds transfer.

Article 5
Additional Agreements of the Parties

Section 5.1 Provisions Relating to Third-Party Agreements.

(a) ***Contractor Records and Correspondence.*** Capital Metro shall require all contractors, consultants, and vendors providing services for the MetroRapid Projects to maintain accurate books and records relating to the services performed. Upon reasonable notice, at any time upon the request of the ATP CFO or their designee, Capital Metro shall cause its contractors to provide copies of its books, records, invoices, receipts, notices, and other correspondence with ATP and Capital Metro relating to the services performed.

Section 5.2 Insurance Requirements.

(a) Before any part of the services is commenced, Capital Metro and its contractors, consultants, and vendors providing services for the MetroRapid Projects shall, at their sole cost, cause to be issued and maintained, insurance policies providing for not less than the minimum levels of insurance coverage set forth below:

(1) Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation

Workers’ Compensation Insurance providing statutory limits in accordance with the Texas Workers’ Compensation Act and/or other State or Federal law as may be applicable to the work being performed under this contract. Employer Liability Insurance with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000).

(4) Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

(5) Crime Liability

Coverage in an amount of not less than \$2,000,000 to insure against loss of money, securities or other property which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud and burglary and/or

robbery. Coverage shall be extended to include “clients’ property” coverage and shall include a loss payee in favor of the ATP.

(6) Valuable Papers

Contractor shall carry Valuable Papers Insurance in an amount sufficient to assure the restoration of any documents relating to the work of Contractor on this contract, up to \$1,000,000 per occurrence. Such coverage shall name the ATP as a loss payee as its interest may appear.

(7) Electronic Data Liability

Contractor shall carry Electronic Data Liability Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving electronic data incidents resulting in damage to, loss of, loss of use of, corruption of, inability to access, or inability to properly manipulate electronic data.

Section 5.3 Insurance Certificates. Capital Metro shall be responsible for maintaining copies of all insurance certificates and surety bonds required from its consultants, contractors and vendors, for the time period required pursuant to the FTA grant requirements.

Section 5.4 No Agency Relationship. Nothing in this Agreement shall authorize the officers, representatives, agents or employees of either Party to bind the other Party or to make any commitments or representations on behalf of the other Party.

Article 6
Term and Termination

Section 6.1 Term. The term of this agreement is from the Effective Date through September 30, 2024, which may be extended up to 12 additional months upon the mutual consent of both Parties.

Section 6.2 Termination for Cause. Either Party may terminate this Agreement in whole or any individual MetroRapid Projects, for cause if the other Party has committed an Event of Default that has not been cured within the required Cure Period. In the event of termination for cause, ATP shall reimburse to Capital Metro compensation for undisputed MetroRapid Projects rendered and amounts owed.

Section 6.3 Termination by Agreement. If the Parties mutually determine that it is in the best interest of both Parties, the Parties may mutually agree, in a writing signed by both Parties, to terminate this Agreement prior to the expiration of the Term for any cause or no cause whatsoever either immediately or within an agreed timeframe.

Section 6.4 Event of Default. A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

- a. Prior to declaring an Event of Default against another Party hereunder, a Party must first deliver written notice to such other Party's Chief Financial Officer and General Counsel, specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("**Default Advisory Notice**"). The receiving Party shall work in good faith with the

notifying Party to resolve the matter within a reasonable amount of time but in any event no less than sixty (60) days.

- b. If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within sixty (60) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "**Default Notice**"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "**Event of Default**") and directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional sixty (60) days to cure such Event of Default or such additional amount time as may be reasonably necessary to cure such Event of Default, but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("**Cure Period**").
- c. **Remedies.** After providing a Default Advisory Notice and Default Notice and to the extent the material breach is not resolved during the Cure Period in accordance with this Article 6:
 - (1) Capital Metro agrees that ATP may suspend payments to Capital Metro under this Agreement if Capital Metro has materially breached, failed to comply with, or violated the terms of its respective Small Starts Grant Agreements for the Metro Rapid Projects until such time as such breach, failure, or violation has been cured to the satisfaction of the FTA. ATP's rights under this Section 6.4(c) are without prejudice to its right to terminate and other remedies under this Agreement and at law.
 - (2) Capital Metro reserves its right to pursue ATP for failure to reimburse Capital Metro under this Agreement if ATP has materially breached, failed to comply with, or violated the terms of this Agreement in addition to any other remedies under this Agreement and at law.

Section 6.4 Material Breach. The Parties agree that a breach, failure, or violation by Capital Metro with respect to the SSGA, the FTA MA and all other federal requirements set out under this Article 3 or otherwise under a grant agreement which cannot be cured and jeopardizes the delivery of the MetroRapid Project under the SSGA will be deemed a material breach for the purposes of Article 6 of this Agreement. Third-party delays such as with City of Austin zoning, platting and permitting, eminent domain process, and Chapter 26 processes shall not be considered a material breach for purposes of Article 6 of this Agreement. The MetroRapid Projects schedule and any related contingency is identified in the SSGA. Capital Metro shall provide immediate written notice to ATP: (a) if any change in circumstances or event adversely affects Capital Metro's ability to carry out its obligations under the SSGA, FTA MA or any other grant agreement; or (b) it receives notice from the FTA of a breach, failure, or violation under the SSGA, FTA MA, or any other grant agreement.

Article 7 **General Provisions**

Section 7.1 Obligations Subject to Appropriation. Any payment obligations of either Party under this Agreement may be subject to appropriation from year to year in accordance with State law. The Parties further acknowledge and agree, notwithstanding anything else in this Agreement to the contrary, that ATP's obligation with respect to the MetroRapid Projects reimbursement compensation is subject to, and governed by, Article 11, Section 5 of the Texas Constitution and must be paid only out of ATP's current

revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Section 5 of the Texas Constitution. ATP must make the described payments from current revenues available to ATP. Neither Party will be entitled to a refund of amounts previously contributed or owed in the event of a termination of this Agreement for lack of funding.

Section 7.2 No Violation of Prevailing Law. Neither Party shall be required to perform any act or refrain from performing any act under this Agreement if that performance or non-performance would constitute a violation of the constitution or laws of the State of Texas or federal law or regulation.

Section 7.3 Governmental Purpose Statement. ATP is entering into this Agreement in its capacity as a public, nonprofit local government corporation organized by the City and Capital Metro to accomplish the governmental purposes of the City and Capital Metro pursuant to Chapter 431 of the Texas Transportation Code, as amended and in accordance with ATP's articles of incorporation. Capital Metro is entering into this Agreement in its capacity as a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, as amended.

Section 7.4 Audit and Inspection Rights. Upon reasonable prior written notice, ATP shall have the right to review and inspect all data and work relevant to the expenses billed to ATP by Capital Metro. ATP shall have the right, at its cost and expense, to have the books and records of Capital Metro related to this Agreement:

- (a) reviewed by ATP from time to time during the Term; and
 - (b) audited by a nationally or regionally recognized independent certified public accountant, under appropriate confidentiality provisions, for the purpose of verifying the accuracy of all fees and cost calculations under this Agreement; provided, that any such audit shall be conducted no more than once per budget year (a "budget year" being defined as October 1 through September 30) and shall be conducted, in each case, upon at least 30 days' advance written notice; provided further, that no review or audit shall be conducted outside of normal business hours or in a manner that interferes unreasonably with Capital Metro's business.
1. The results of any such audit by the independent certified public accountant shall be reduced to writing and delivered to each Party. Any underpayment or overbilling determined by ATP pursuant to the review referenced in clause (a) above shall, upon the agreement of Capital Metro (or if there is a dispute, then upon resolution of such dispute pursuant to Section 7.11, promptly be paid by ATP or refunded by Capital Metro, as applicable. Any underpayment or overbilling determined by independent certified public accounting firm pursuant to the audit referenced in clause (b) above shall, upon the agreement of ATP and Capital Metro (or if there is a dispute, then upon resolution of such dispute pursuant to Section 7.11, promptly be paid by ATP or refunded by Capital Metro, as applicable. The Parties shall retain all records created or maintained under this Agreement for a period of three years after final payment on this Agreement or until all audit and litigation matters that the Parties have brought to the attention of the other Party are resolved, whichever is longer.

Section 7.6 Records Retention. Capital Metro shall manage all files pertaining to the MetroRapid Projects regardless of the format in accordance with its Records Retention Schedule and applicable FTA requirements. At a minimum, Capital Metro shall maintain records required under the terms of this Agreement in accordance with 49 CFR 18.36(i), which requires project-related documents to be retained for 3 years following project completion.

Section 7.7 Ownership of Work Product. Capital Metro contracted with third-party vendors for the MetroRapid Projects for Project Connect and will be reimbursed by ATP through the invoicing process outlined in this Agreement. Ownership of the assets will reside with Capital Metro; and Capital Metro will operate and maintain these assets in accordance with a separate agreement to be executed subsequently with ATP. Such ownership does not create a gift of public funds because this Agreement is entered into in furtherance of, and for the fulfillment of, the purpose for which ATP was created, namely, to deliver Project Connect.

Section 7.8 Limitation on Liability. To the extent allowed by Texas law, the Parties agree that each Party is responsible for its own proportionate share of any liability for the negligent or grossly 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. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THE AGGREGATE LIABILITY OF THE PARTIES FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF REIMBURSEMENT COSTS ACTUALLY OWED. FURTHERMORE, NEITHER PARTY SHALL BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES IN ANY FORM OR AMOUNT TO THE OTHER PARTY FOR CLAIMS ARISING UNDER THIS AGREEMENT.**

Section 7.9 Effect on Other Agreements. Subject to the provisions of Section 7.15, neither Party shall be justified or otherwise permitted, by virtue of an Event of Default of the other Party hereunder, to withhold performance, or suspend performance of its obligations or responsibilities under this Agreement or any other agreement between the Parties, including without limitation, the Joint Powers Agreement.

Section 7.10 No Waiver of Sovereign Immunity. Neither Party waives or releases its rights and privileges, if any, it may have in any proceeding before any court or tribunal in any jurisdiction to assert the affirmative defense of sovereign immunity based upon their status as a governmental entity with respect to the adjudication of any claim arising or relating to this Agreement, including but limited to any breach of this Agreement.

Section 7.11 Resolution of Disputes. Upon request of either Party, an informal attempt shall be made to negotiate a resolution of any dispute arising under this Agreement. Such request shall be in writing and shall seek a meeting between representatives of each Party within 14 calendar days after receipt of the request or such later period as agreed by the Parties. Each Party shall provide for the meeting, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they shall proceed directly to mediation as described below. Informal negotiation may be waived by a written agreement signed by both Parties, in which event the Parties shall proceed directly to mediation as described below.

- a. The mediation shall take place in Austin, Travis County, Texas. The Parties shall select a mediator within 30 calendar days of the written waiver, or within sixty 60 calendar days of the informal negotiation meeting. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute. If the time period for selecting the mediator has expired with no agreement on the mediator, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The Parties will share the costs of mediation equally.

- b. Nothing in this Section 7.11 shall limit either Party's right to terminate this Agreement for cause; provided, however, this Section 7.11 shall survive termination of this Agreement.

Section 7.12 Waiver of Attorneys' Fees. The Parties do hereby knowingly and intentionally waive their rights to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Agreement.

Section 7.13 Notices. Any notice, demand, statement, request or consent made hereunder shall be in writing and may be personally served or sent by mail or courier service and shall be deemed to have been given when delivered by mail or by courier service to the addresses set forth below. Notices delivered by email to the Parties' designated representatives shall also be deemed to have been delivered only if receipt is expressly and personally acknowledged in writing by the recipient.

- a. **ATP Address.** The address of ATP for all purposes under this Agreement and for all notices:

Diane Siler (or their successor)
Interim Chief Financial Officer
203 Colorado Street
Austin, Texas 78701
Email: Diane.Siler@atptx.org

With additional copy to:

Casey Burack (or their successor)
General Counsel and Chief Administrative Officer
203 Colorado Street
Austin, Texas 78701
Email: Casey.Burack@atptx.org

- b. **Capital Metro Address.** The address of Capital Metro for all purposes under this Agreement and for all notices:

Catherine Walker (or their successor)
Chief Financial Officer
2910 E. 5th Street
Austin, Texas 78702
Email: Catherine.Walker@capmetro.org

With additional copy to:

Vickie Leady (or their successor)
Chief Counsel
2910 E. 5th Street
Austin, Texas 78702
Email: Vickie.Leady@capmetro.org

- c. **Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party's authorized representative, must be reported to the other Parties within twenty (20) days of the change.

Section 7.14 Waiver. Any claim or right arising out of a breach of the Agreement cannot be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is in writing signed by the aggrieved Party. No waiver by either Party of any one or more events of default by the other Party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

Section 7.15 Excusable Delay/Force Majeure. Neither Party shall be in default because of any failure to perform under the terms of this Agreement if the failure arises from causes beyond the control and without the fault of the Party. Examples of these causes are: (1) acts of God or of the public enemy, (2) acts of the state or federal government in either their sovereign or contractual capacity, (3) fires, (4) floods and/or hurricanes, (5) epidemics and/or pandemics, (6) quarantine restrictions, (7) unforeseen strikes or labor shortages, (8) freight embargoes, (9) unusually severe weather, (10) court orders (*i.e.*, those causes generally recognized under Texas law as constituting unforeseeable and impossible conditions), (11) supply chain disruptions, and (12) extended and unusual delays caused by third parties, such as the City of Austin regarding permit approvals or right-of-way agreements (“**Excusable Delay/Force Majeure Event**”). Each Party will endeavor to notify the other Party of an Excusable Delay/Force Majeure Event within 10 calendar days of the occurrence of the event. Capital Metro shall continue to receive progress payments from ATP if there is an Excusable Delay/ Force Majeure Event and Capital Metro is able to continue performing.

Section 7.16 Governing Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas. Venue for any cause of action arising under the terms of this Agreement shall be exclusively in the federal and district courts of Travis County, Texas.

Section 7.17 Binding Effect, Successors and Assigns. This Agreement shall be binding upon and shall inure to the exclusive benefit of, Parties and their respective successors and assigns, if applicable. There are no third-party beneficiaries to this Agreement. Neither party may assign any part or all of its rights, interests or obligations under this Agreement without the prior written consent of the other Party, and any assignment made by either Party without the prior written consent of the other Party or against applicable law shall be null, void and of no force or effect.

Section 7.18 Severability. If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 7.19 Entire Agreement; Amendment; Controlling Language. This Agreement represents the final, entire agreement among the Parties and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the Parties hereto. There are no unwritten oral agreements among the parties hereto. The provisions hereof may be amended or waived only by an instrument in writing signed by the Parties. To the extent that any provisions of this Agreement contradict or are not in alignment with the Joint Powers Agreement or the Contract with Voters, the language of the Joint Powers Agreement and ultimately the Contract with Voters controls.

Section 7.20 Counterparts; e-Signatures. This Agreement may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the Parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. The Parties agree that digital or facsimile signatures shall be given the same legal effect as original signatures, and the Parties hereby agree to accept delivery of digital signatures by e-mail in "pdf" form, or via DocuSign, Adobe Sign, or any similar means of digital delivery.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Dottie Watkins
Interim President and Chief Executive Officer

Date: _____

AUSTIN TRANSIT PARTNERSHIP

By: _____
Greg Canally
Interim Executive Director

Date: _____

SCHEDULE 1

MetroRapid Line	Project Cost (not including Related Park & Ride and Transit Centers) (\$)	Requested Federal SSGA Funding by CapMetro (\$)	ATP Reimbursement to be Paid to CapMetro (\$)
Expo Center	48,516,358	30,855,528	17,660,830
Pleasant Valley	52,723,727	34,748,728	17,974,999
Total	101,240,085	65,604,256	35,635,829



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-492

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution designating Board Member _____ as the Capital Metro appointee to the Capital Area Metropolitan Planning Organization Transportation Policy Board.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Representation on the CAMPO Transportation Policy Board allows Capital Metro to be a regional leader in public transportation planning policy.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: Capital Metro is granted representation on the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board.

Former Board Member Terry Mitchell served as the Capital Metro representative on the Transportation Policy Board of the Capital Metropolitan Planning Organization (CAMPO). His departure from the Capital Metro

Board of Directors necessitates that a new board member be selected for the Transportation Policy Board.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-492

WHEREAS, the Capital Metropolitan Transportation Authority is granted representation on the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board; and

WHEREAS, Capital Metro needs to name a representative to the Transportation Policy Board to replace former board member Terry Mitchell.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors hereby appoints Board Member _____ to represent Capital Metro on the Transportation Policy Board of the Capital Area Metropolitan Planning Organization.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes any member of the Board of Directors to be designated as a voting member in Board Member _____'s absence.

**Secretary of the Board
Leslie Pool**

Date: _____

Board of Directors

Item #: AI-2022-418

Agenda Date: 7/25/2022

SUBJECT:

Approval of a resolution appointing Board Member _____ to serve as Capital Metro’s representative on the Austin Transit Partnership Board of Directors, effective _____.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Internal/External Customer Service Excellence
- 2. Stakeholder Engagement
- 3. Financial and Environmental Sustainability
- 4. Staff Development
- 5. Agency Growth Management

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: According to the Austin Transit Partnership Articles of Incorporation, the ATP Board includes a member who is appointed by the CapMetro Board of Directors, to represent the CapMetro Board. CapMetro representation on the ATP Board ensures ATP and CapMetro alignment on key decisions related to the Project Connect transit expansion program.

BUSINESS CASE: The current CapMetro appointee, Board Member Eric Stratton, R.N., has expressed his intent to resign from the ATP Board while continuing to serve as a CapMetro Board Member. The CapMetro Board must name a replacement member.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on July 25, 2022.

EXECUTIVE SUMMARY: The Austin Transit Partnership (ATP) is a local government corporation jointly created by the CapMetro Board of Directors (Board Resolution AI-2020-1399) and Austin City Council (Resolution No. 20201218-002), as the principal entity responsible for financing, designing, building, implementing and contracting with CapMetro to operate and maintain assets programmed as part of the Project Connect transit expansion program. As part of the ATP Articles of Incorporation related to ATP Board composition, the CapMetro Board appoints one member of the ATP Board to represent CapMetro on the transit expansion program board.

On December 18, 2020, the CapMetro Board approved the initial ATP Board Members, including the appointment of CapMetro Board Member Eric Stratton, R.N., to serve as CapMetro's appointee to the ATP Board. Board Member Stratton has expressed his intent to resign from the ATP Board, effective _____, though he will continue his service to the community as a CapMetro Board Member.

This action on behalf of the Board will appoint Board Member _____ to serve as CapMetro's representative on the ATP Board, effective _____.

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-2022-418

WHEREAS, upon passage of a successful referendum to provide funding for the Project Connect program of projects, the Capital Metropolitan Transportation Authority (CapMetro) Board of Directors (Board) and Austin City Council approved the creation of the Austin Transit Partnership Local Government Corporation (“ATP”) by resolutions adopted on December 18, 2020 (City Council Resolution No. 20201218-002 and CapMetro Board Resolution AI-2020-1399) as the principal entity responsible for financing, designing, building, implementing and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC;

WHEREAS, according to the ATP Articles of Incorporation, the ATP Board includes a member who is appointed by the CapMetro Board of Directors to represent the CapMetro Board;

WHEREAS, on December 18, 2020, the CapMetro Board via Resolution No. AI-2020-1399 approved the initial ATP Board Members, including the appointment of CapMetro Board Member Eric Stratton, R.N., to serve as CapMetro’s representative on the ATP Board and the Board wants to thank him for his service since that time; and

WHEREAS, Board Member Stratton expressed his intent to resign from the ATP Board effective _____; Board Member Stratton will continue his service as a CapMetro Board Member.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Transportation Authority Board of Directors hereby appoints Board Member _____ to serve as Capital Metro’s representative on the Austin Transit Partnership Board of Directors, effective _____.

Date: _____

**Secretary of the Board
Leslie Pool**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Finance, Audit and Administration Committee
Agenda Date: 7/25/2022

Item #: AI-2022-482

FY2023 Budget Proposal

CapMetro


FY2023 Budget Proposal

Board Meeting 7/25

Discussion Outline

- Budget Development Calendar
- Budget Overview
- Operating Budget Highlights
- Capital Improvement Plan Update

FY2023 Budget Development Calendar

- Feb 2 Operating and Capital Budget kick-off meeting with departments
- Apr 15 Operating and Capital Budget requests received from departments
- May 23 Board of Directors review proposed budget calendar
- Jun 1 Initial review with Access Advisory Committee
- Jun 8 Initial review with Customer Satisfaction Advisory Committee
- Jun 13 Board Committees initial review and discussion
- Jul 13 Budget proposal presented to Board Committees
-  Jul 25 Budget proposal presented to Board of Directors

FY2023 Budget Community Engagement

- Aug 3 Presentation to Access Advisory Committee
- Aug 10 Presentation to Customer Satisfaction Advisory Committee
- Aug 15 Update Board Committees
- Aug 22-26 Budget public outreach and webinar
- Aug 24 Proposed budget document is published online
- Sep 14 Update Board Committees
- Sep 14 Public hearing on proposed budget and capital improvement plan
- Sep 26 Board of Directors considers budget proposal for adoption

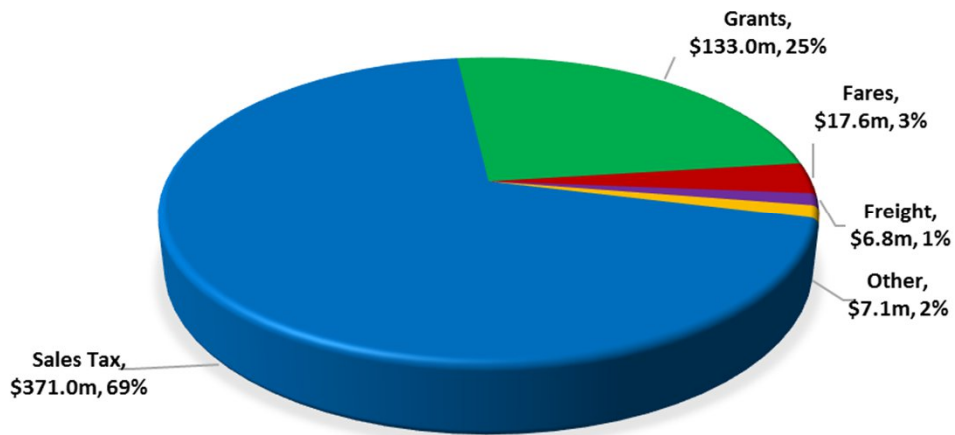
Proposed Budget Overview



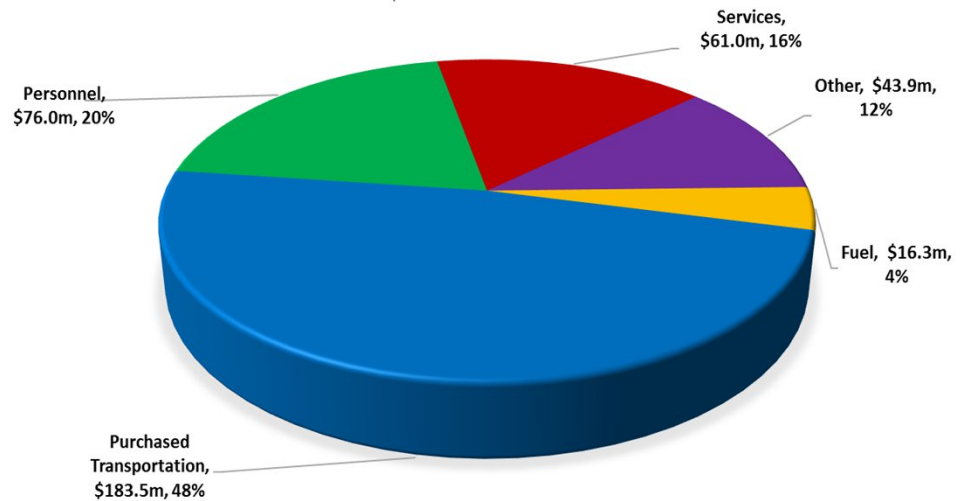
- Proposed budget is structurally sound and balanced
 - Ongoing revenue is sufficient to fund operations and provide funds for capital needs
- Meets operating reserve requirements
 - Statutory operating and budget stabilization reserves are fully funded
 - Continued funding of the Facility Master Plan Reserve Fund
- Projected sales tax growth of 3.5% for Fiscal Year 2023
 - Guarded projection with negative economic indicators
- Service funding based on August Service Plan changes
- Investment in customer focused transit infrastructure projects

FY2023 Operating Budget Summary

FY2023 Operating Revenue
\$535.6 Million



FY2023 Operating Expenses
\$380.7 Million



- Heavily dependent on sales tax revenue and grants for annual funding
- Grants include American Rescue Plan Act and 5307 formula funds

- Majority of budget pays for contracted transit services
- Spending depends on hours of service and contractor rates
- Increase of 26% in per gallon diesel cost from FY2022



METRO

FY2023 BUDGET OPERATING COSTS

Operating Cost Drivers



- Service levels based on August Service Plan changes
 - Purchased transportation costs are developed using budgeted hours and contractual rates
- Fuel prices remain stable over the next fiscal year with hedging in place
 - Diesel estimate of \$2.40 per gallon, net of hedging activities
 - Fuel hedge is 62.7% of projected fuel usage
- Continuation and expansion of Pickup innovative mobility zones
- Performance based average annualized pay increase for employees
- 41 new positions for the FY2023 budget
 - Primarily Operations, Information Technology and Facilities Management additions
- Strategic plan initiatives considered in budget preparation

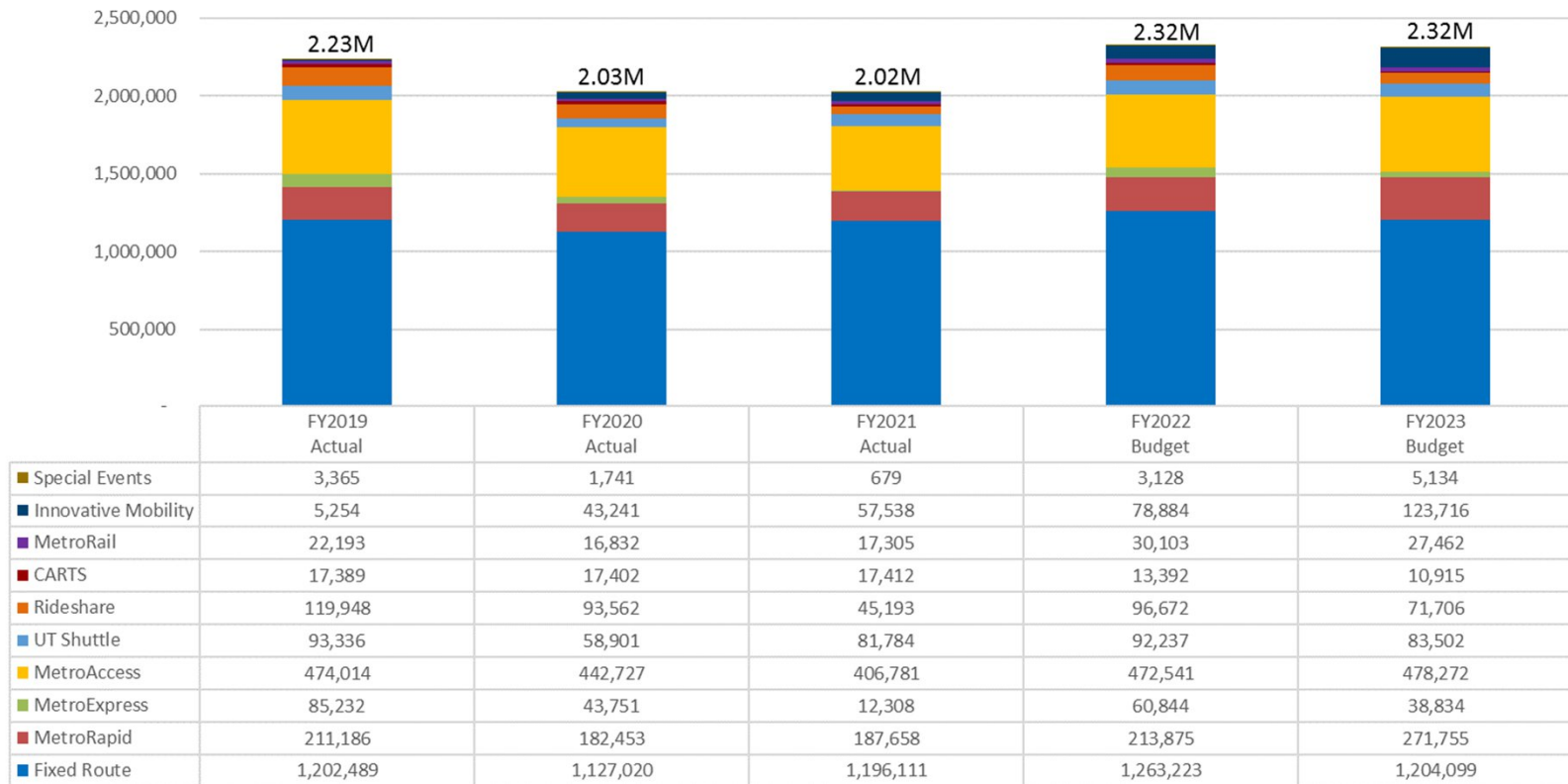
Operating Expense Comparison

\$' Million Expense Category	FY2021 Actual	FY2022 Forecast	FY2022 Budget	FY2023 Budget	\$ Increase / (Decrease)
Salaries and Benefits	\$47.8	\$60.9	\$60.9	\$76.0	\$15.1
Professional Services	30.0	51.2	44.2	61.0	16.8
Materials and Supplies	1.4	3.2	2.6	18.7	16.1
Fuel and Fluids	10.9	12.6	12.3	16.3	4.0
Utilities	3.4	3.3	4.0	4.3	.3
Purchased Transportation	152.6	161.5	184.7	183.5	(1.2)
Lease/Rentals	3.4	4.4	7.3	6.4	(.9)
Other Expenses	5.4	11.0	10.8	14.5	3.7
Total Operating Expense	\$254.8	\$308.0	\$326.8	\$380.7	\$54.0

- Salaries and Benefits – Includes MV transition and 41 new FTEs primarily for Operations, IT and Facilities Management
- Professional Services – Vehicle configuration changes and software maintenance expense
- Materials and Supplies – Maintenance material shift from purchased transportation with restructure of MV contract

Service Levels

Vehicle Hours





METRO

FY2023 BUDGET REVENUES

Operating Revenue

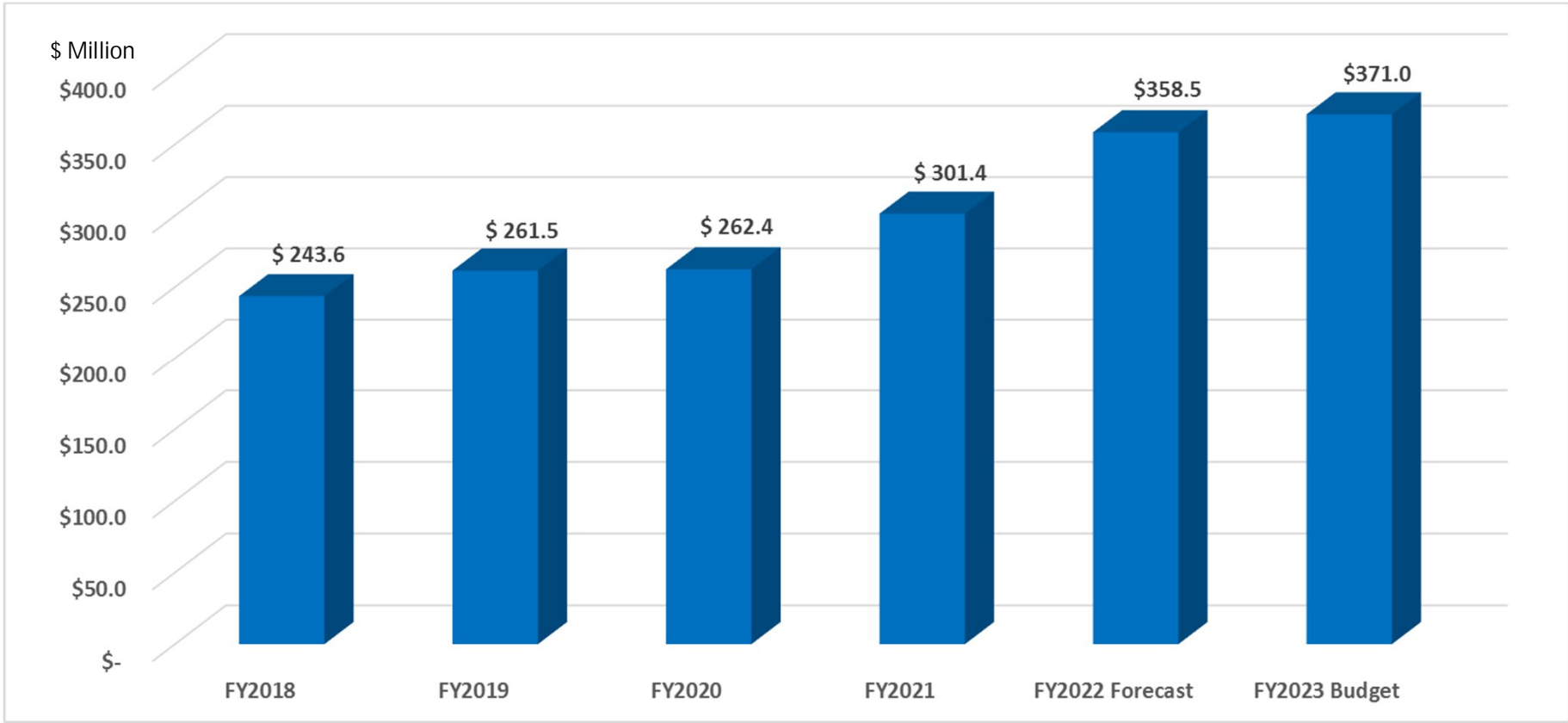
- Fare Revenue
 - Fare revenue based on continuing return of ridership in FY2023
- Federal Grants
 - Approximately \$44.2 million annually in Section 5307 funds
 - Carryover of FY2022 Section 5307 funds into FY2023
 - Estimated \$27.3 million remaining American Rescue Plan (ARP) Act funding
- Freight Railroad Revenue
 - Mainline revenue on target with FY2022 Budget
 - Section 45G Railroad Track Maintenance Tax Credit of ~ \$544 thousand

Revenue Comparison

\$' Million Revenue Category	FY2021 Actual	FY2022 Forecast	FY2022 Budget	FY2023 Budget	\$ Increase / (Decrease)
Sales Tax	\$301.4	\$358.5	\$297.3	\$371.0	\$73.7
Passenger Revenue	12.6	13.5	18.1	17.6	(.5)
Freight Railroad Revenue	5.8	6.6	6.5	6.8	.3
Other Revenue	5.7	6.3	6.6	7.1	.6
Operating Contributions and Grants	49.6	179.7	180.4	133.0	(47.4)
Capital Grants and Contributions	21.4	85.1	157.4	230.6	73.3
Total Revenue	\$396.5	\$649.8	\$666.3	\$766.3	\$100.0

- Sales Tax – Projected 3.5% increase for Fiscal Year 2023 Budget over Fiscal Year 2022 Forecast
- Operating Grants – FY2022 includes CRRSAA and ARP stimulus funding; FY2023 includes ARP and Section 5307 funding
- Capital Grants and Contributions – FY2023 includes Austin Transit Partnership capital contributions, electric vehicle grants, CRISI bridge replacement grant and 5339a and 5337 formula grants

Sales Tax Revenue





METRO

FY2023 CAPITAL BUDGET



Capital Budget Highlights

- Electric bus purchases and infrastructure construction
- 2910 East Fifth campus reconfiguration
- Demand response operations and maintenance facility
- Red Line optimization projects
- MetroBike station expansion and replacements
- Bus stop enhancements



Project Connect Highlights

- MetroRapid Lines – Vehicles, stations and electric charging
- MetroExpress Park & Rides
- Continued and new Pickup Zones operations
- Master facility plan expansion
- Organizational development and operational readiness
- Continued Interlocal Agreements for staffing and support services

Proposed 5-Year Capital Plan

\$' Million Project Category	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Bus and Paratransit	\$69.4	\$71.8	\$8.5	\$89.0	\$43.3	\$282.1
Commuter Rail	17.4	4.7	3.5	4.1	5.2	34.9
Facilities	140.2	133.2	114.1	106.3	110.7	604.5
Freight Railroad	3.2	.0	.0	.0	.0	3.4
Information Technology	20.5	13.1	13.0	12.5	7.5	66.6
Other	8.8	4.4	4.4	3.0	3.3	23.9
Project Connect	169.5	93.2	23.3	13.0	10.0	309.0
Property and Asset Mgmt	13.9	.9	1.1	1.0	1.3	18.1
Total Capital Projects	\$443.0	\$321.3	\$167.9	\$229.0	\$181.4	\$ 1,342.5
Funding						
Local Funding	212.3	159.1	68.6	121.0	123.6	684.7
Grants/Contributions	230.6	162.2	99.3	108.0	57.7	657.8
Total Capital Projects	\$443.0	\$321.3	\$167.9	\$229.0	\$181.4	\$ 1,342.5
Project Type						
Enhancement	358.4	235.9	140.8	129.7	130.0	994.8
State of Good Repair	84.5	85.4	27.1	99.3	51.4	347.7
Total Capital Projects	\$443.0	\$321.3	\$167.9	\$229.0	\$181.4	\$ 1,342.5

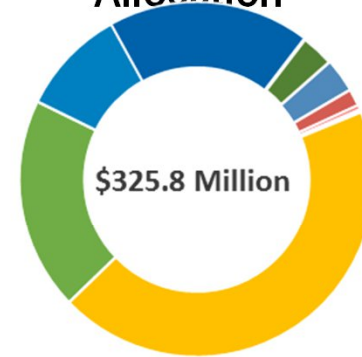


METRO SUMMARY

Fund Balance and Reserves

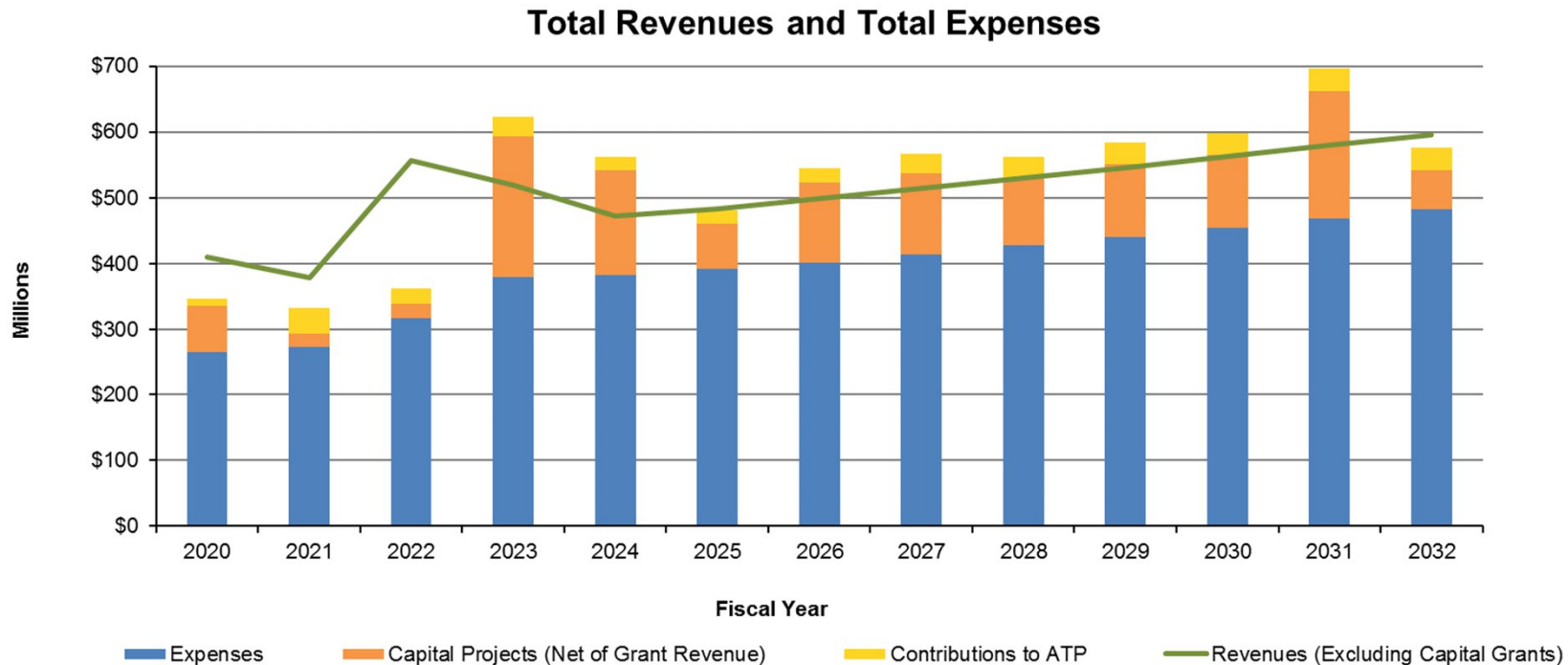
FY2023 Projected Activity	\$' Million
Projected Beginning Balance	\$423.5
+ Revenue	766.3
- Operating Expenses	(380.7)
- Capital Projects	(443.0)
- Contribution to Project Connect	(30.0)
- Interlocal Agreements	(10.3)
Projected Ending Balance	\$325.8

Fund Allocation



■ Statutory Operating Reserve	\$63.5m
■ Budget Stabilization Reserve	\$31.7m
■ Facility Master Plan Reserve	\$60.0m
■ Sustainability Capital Fund	\$10.0m
■ Small Cities Infrastructure Fund	\$10.0m
■ City of Austin Mobility Programs	\$5.1m
■ Self-Insurance Reserve	\$1.4m
■ Green Line Manor Phase 2 Reserve	\$0.8m
■ Funding of 5-Year CIP	\$143.3m

Long-Range Financial Model



- Ongoing revenue assumption is sufficient to fund operations and capital needs through Fiscal Year 2026
- Budget risk if sales tax growth does not develop as projected

Next Steps

- Review budget proposal with Board's advisory committees
- Publish draft budget document online
- Public outreach across CapMetro's service area and virtually
- Public hearing on the proposed budget
- Budget updates to Board Committees
- Final Board approval scheduled for September 26
- Board update on Long-Range Financial Plan

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-457

Agenda Date: 7/25/2022

Public Transportation Agency Safety Plan (PTASP) Update

Public Transportation Agency Safety Plan

CMTA Board Meeting

Monday, June 27, 2022

To Whom Does The PTASP Apply?

- Recipients or sub-recipients of financial assistance under 49 USC § 5307 that operate a public transportation system
- Large bus operators (operating more than 100 vehicles in peak revenue service)
- Rail transit agencies
- Small bus operators

PTASP Effective

- Effective July 2019
- Implementation required July 2020
- Notice of Enforcement Discretion extended deadline to December 2020
- Notice of Enforcement Discretion extended deadline to July 2021
- Capital Metro PTASP authorized for use May 2020, certified by September 2020

PTASP | General Requirements

- Each plan must include, at a minimum:
 - Approval by the agency's Accountable Executive and Board of Directors (or equivalent)
 - Designation of a Chief Safety Officer
 - Establishment and documented processes of the agency's Safety Management Systems
 - Employee Safety Reporting System Program
 - Safety-related performance targets based on measures established in FTA's National Public Transportation Safety Plan
 - Process and timeline for conducting an annual review and update of the plan

What is Safety Management Systems?

- Safety Management Systems (SMS) is a formal, top-down, organization-wide approach to managing safety risks and assuring the effectiveness of safety risk mitigations. SMS helps a transit agency focus its safety management efforts by ensuring that:
 - Senior management has access to the information necessary to strategically allocate resources based on the unique safety priorities of the specific transit agency
 - Lines of safety decision-making accountability are established throughout the organization to support the resolution of safety concerns and thus promote a proactive safety culture
 - Transit agencies address organizational factors that may lead to safety breakdowns, identify system-wide trends in safety, and manage hazards before they result in accidents or incidents

SMS Principles



Safety Management Policy

Six crucial elements of a safety policy statement:

1. Signed by the highest executive in the agency, and board of directors.
2. Clear statement about the provision of resources for the management of safety necessary for service delivery.
3. Safety reporting procedures.
4. Conditions under which exemptions from disciplinary action would be applicable.
5. Unacceptable operational behaviors.
6. Communication, with visible endorsement, throughout the transit agency.

Safety Risk Management

- Identify hazards
- Assess hazards and associated risks
- Mitigate hazards, reduce risk

Safety Assurance

- Monitor and measure safety performance
- Management of change
- Continuous improvement

Safety Promotion

- Comprehensive safety training program
- Safety communication

What's New?

11



METRO

Changes to PTASP | Bipartisan Infrastructure Law

- By or before July 31, 2022, establish a Safety Committee that consists of an equal number of frontline employee representatives and management representatives and be convened using a joint labor management process
- Safety Committee will be responsible for the identifying, recommending, and analyzing the effectiveness of risk-based mitigations or strategies to reduce consequences identified in the agency's safety risk assessment
- Develop, and add to the PTASP, a risk reduction program for transit operations to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted the National Transit Database (NTD)
- Set risk reduction performance targets using a 3-year rolling average of the data submitted to the NTD
- Require maintenance personnel to meet the existing safety training requirements and safety, operations, and maintenance personnel to complete de-escalation training
- By no later than December 31, 2022, the safety committee must approve a PTASP that is compliant with new Bipartisan Infrastructure Law requirements
- The Bipartisan Infrastructure Law also requires the safety committee to approve the PTASP and any updates to the PTASP before the board of directors approves it
- The Bipartisan Infrastructure Law also requires the agency's board of directors to approve the PTASP



METRO

THANK YOU!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-339

Agenda Date: 1/24/2022

President & CEO Monthly Update



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-510

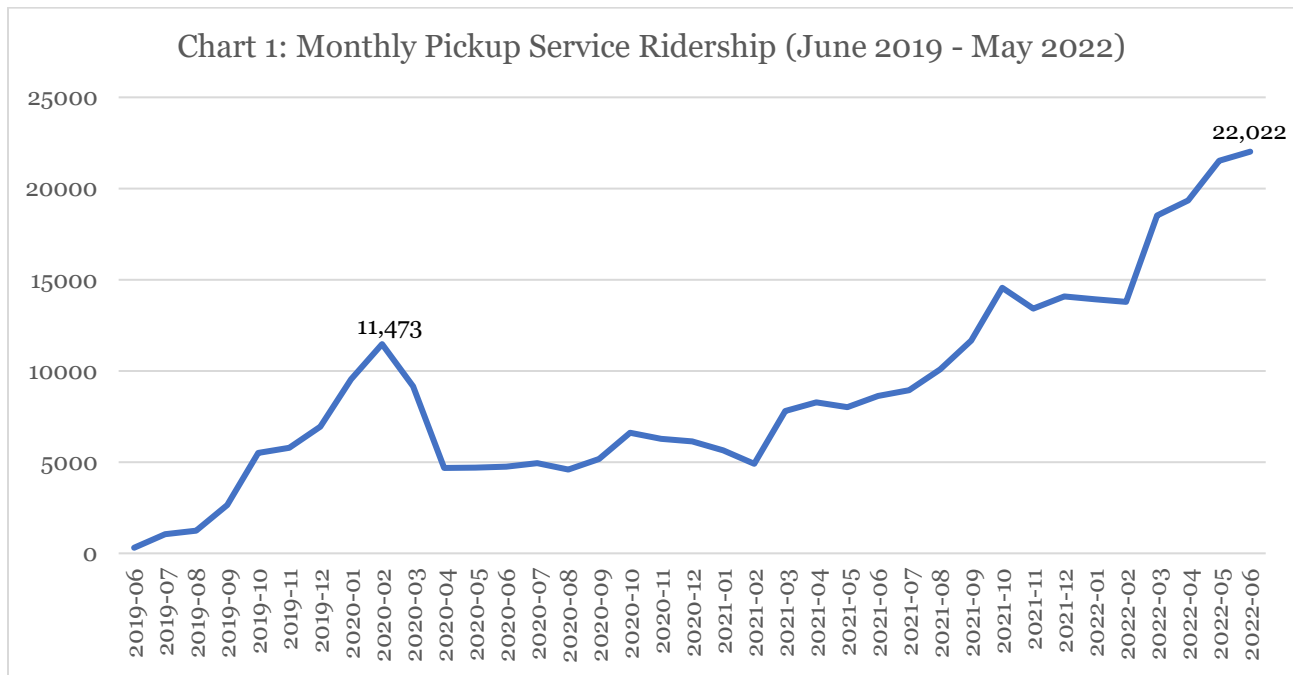
Agenda Date: 7/25/2022

Memo: Update on CapMetro Pickup Service Performance and Service Change Integration (July 15, 2022)

TO: CapMetro Board of Directors
From: Sharmila Mukherjee, EVP, Planning and Development
Andy Skabowski, EVP, Chief Operating Officer
Date: July 15, 2022
Subject: Update on CapMetro Pickup Service Performance and Service Change Integration

The purpose of this memo is to update the CapMetro Board of Directors on Pickup Service Area Performance, based on the Board-approved service standards, and to provide information on how CapMetro staff intends to consider Pickup performance in proposed service changes. If Board Members would like to request a briefing on this material, please contact Ed Easton (Ed.Easton@CapMetro.org). Additionally, staff will share more information regarding Pickup performance and planning during an upcoming meeting.

The CapMetro Board adopted Pickup service standards in 2021. Due to the impact of the COVID-19 Pandemic on transit ridership throughout the industry, CapMetro has been monitoring Pickup ridership but has not yet taken action to recommend changes to Pickup service. Pickup began regularly breaking monthly ridership records recently, and it’s popularity continues to increase. In June 2022, Pickup service saw more than 22,000 rides. Monthly ridership is visualized in *Chart 1* below. Therefore, staff intends to begin reviewing Pickup performance compared to the Board-approved service standards, and integrating recommendations into the agency’s regular service change process.



The process will include a review of Pickup performance over a multi-month time period. Pickup zones not performing in line with the service standards will be reviewed for opportunities to improve performance such as focused communications and marketing plans, resource allocation (vehicles and operators), coordination with destinations and services with the zone, tweaks to the zone to include appropriate destinations, etc. During the service change presentation, staff will highlight underperforming zones, and outline steps to enhance performance. Steps to improve zone performance will be implemented and monitored over the next several months between service changes, and zones that improve will fall back into a normal monitoring cycle. Zones that do not improve with assistance may be recommended for elimination during the next Board-considered service change and resources (service hours, vehicles) will be reallocated to other zones for increased service. This process is visualized in *Figure 1* below.

CapMetro will present the first formal review of Pickup performance when presenting overall service changes for implementation in January 2023, including steps that may be taken to improve performance of any underperforming zones. Thereafter, these updates will occur during the process for reviewing the January and June service changes of each year. We will not complete this process between the June and August service changes because there is not enough time to allow a zone to improve with focused strategies.

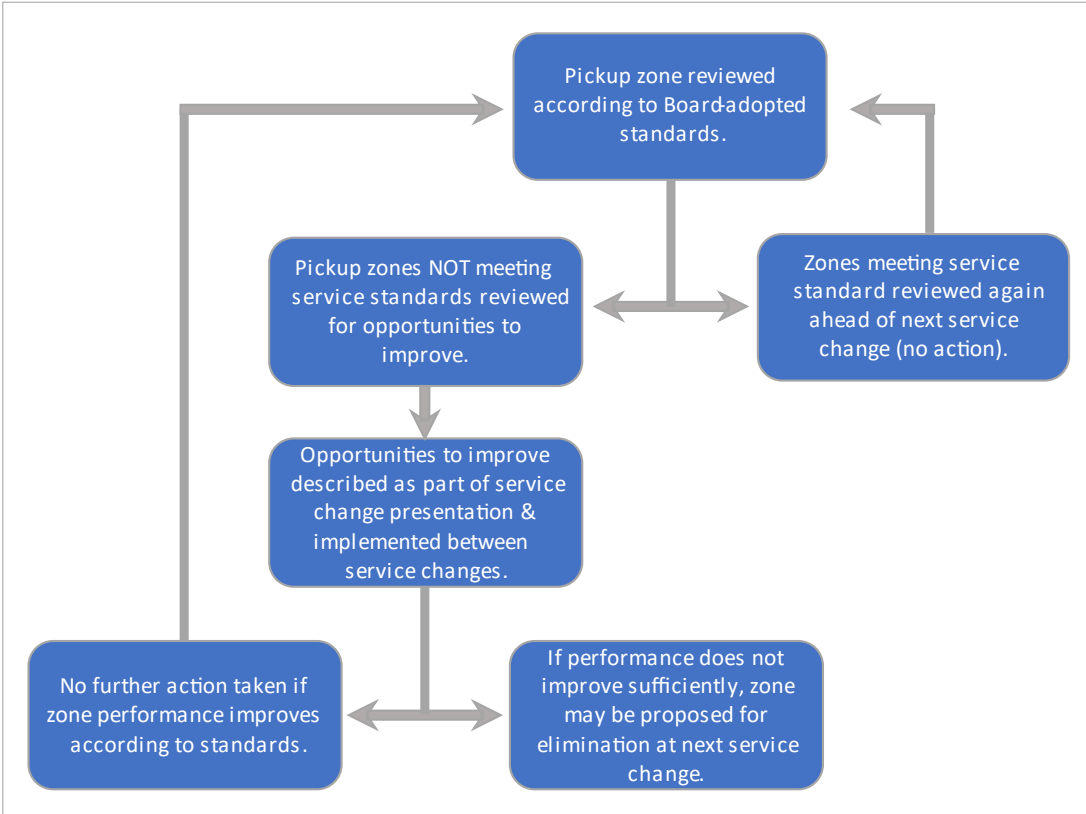


Figure 1: visualization of the Pickup performance review process.

Pickup Performance

The Service Standard Score is based on the Board-adopted service standards, which measure performance based on Community Characteristics (demographics of a zone including population of seniors, zero car households, minority and low income populations, available essential services), Service Quality (on-time performance, ridership, mileage of the zone with physical barriers, congestion, density considerations), and Sustainability (cost effectiveness, MetroAccess Customers using the zone, mobility-impaired passengers transported, and shared rides). Because CapMetro Pickup is one of the first app-based on-demand programs developed and implemented by a transit agency in the United States; and introduced as an innovative mobility solution for on-demand, tweaks to the service standards may be necessary and requested of the Board. To support transparency and monitoring of CapMetro Pickup service, the agency will launch a Pickup Dashboard, with real-time data by zone.

High-level information about performance is summarized in *Table 1* below. The purpose of highlighting current performance is to begin conversations about the success of zones now and in the future, as well as Pickup service as a whole. We are not recommending any changes to Pickup at this time.

Zone	Service Hours	Service Standard Score	On-Time Performance	Avg. Response Time	Ridership
Dessau	Weekdays 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m.	55	84.2%	10 minutes	2,278
East ATX	Weekdays 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m.	63	76.7%	11 minutes	1,880
Exposition	Weekdays 7 a.m. to 7 p.m.	31	95.2%	9 minutes	280
Lago Vista	Weekdays 7 a.m. to 7 p.m.	34	70.5%	13 minutes	1,070
Leander	Weekdays 6 a.m. to 7 p.m. and Saturdays 10 a.m. to 6 p.m.	53	90.8%	8 minutes	3,006
Manor	Weekdays 7 a.m. to 7 p.m.	57	43.5%	20 minutes	4,155
North Oak Hill	Weekdays 7 a.m. to 7 p.m.	31	71.7%	13 minutes	325
Northeast Austin	Weekdays 7 a.m. to 7 p.m.	67	94.4%	7 minutes	2,435
Pflugerville	Weekdays 6 a.m. to 7 p.m., City Council Tuesdays until 9 p.m.	56	61.5%	15 minutes	836
South Menchaca	Weekdays 7 a.m. to 7 p.m.	40	90.1%	8 minutes	597
Walnut Creek	Weekdays 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m.	62	83.5%	10 minutes	4,512

90 = perfect score; scores over 60 staff considers well-performing, based on service standards

Other Pickup Changes

Board Members and the community have inquired as to expanded service hours and zones.

In addition to reviewing existing Pickup zones, CapMetro intends to add additional zones in the future through replacement of certain bus routes with Pickup service and adding new service via Pickup zones in areas with limited transit access. As part of the above-described review, any eliminated zones' resources will be reallocated to serve other needs, including new zones and well-performing existing zones.

While CapMetro would like to expand Pickup offerings for current zones, we are extremely limited due to available resources to support our on-demand services (MetroAccess and Pickup), including limits in both available drivers and vehicles. These challenges are impacting the on-demand services offered throughout the transit industry.

To support Pickup performance, CapMetro routinely reviews performance and reallocates Pickup resources to better serve zones. For example, ridership in the Manor zone is among the highest while response times are among the poorest. To address this, CapMetro may assign more vehicles to Manor to more quickly respond to requests. However, the ongoing resource issues are constraining our dynamic adjustments as much as they are constraining our future planning. To continue to operate Pickup zones where performance does not improve jeopardizes the other zones as well.

We are working to support the Amalgamated Transit Union and our contracted service provider to ensure operator wages are appropriate for the market, and are kicking off a robust hiring campaign specific for on-demand and MetroAccess operators. Due to the nation-wide vehicle shortage, we are also working with procurement and our fleet managers on options to retain aging and/or leased vehicles until the market softens, while leveraging existing contracts to acquire new vehicles as available. Until these issues are resolved, our ability to expand existing zones' service area or hours of service, and, in certain instances, improve our service within existing zones and hours, are limited.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-502

Agenda Date: 7/25/2022

Memo: June Board and June and July Board Committee Follow Up (July 18, 2022)

TO: CapMetro Board of Directors
From: Kerri Butcher, Chief of Staff
Date: July 18, 2022
Subject: June Board and June and July Board Committee Follow Up

During the CapMetro Board of Directors in June and Board Committee Meetings in June and July, several Board Members requested more information on a variety of topics. The information is provided here for your review. If additional detail or a briefing is necessary, please contact Ed Easton (Ed.Easton@CapMetro.org) and he will connect you with the appropriate information or staff person. Topics covered in this memo include:

- Service Change
 - Route 392 – Braker Lane
 - Route 335 – 35th/38th
 - Pickup
- Facility Fixed Asset Records
- CSAC Vacancies
- Zilker Park Coordination
- ACC Ridership and Revenue

Service Change

During the June Board Meeting while discussing the August Service Change, Board Members and CapMetro Customers made suggestions or asked questions about specific routes and services.

Route 392

First, a customer requested CapMetro review Route 392 – Braker Lane to determine whether extending the route to the Arboretum would be appropriate, as it did prior to Connections 2025 and CapRemap. This customer also brought up this topic during the July FAA Committee Meeting during general public comment.

The current route for the 392 was approved by the CapMetro Board as part of CapRemap. As part of staff's original proposal for CapRemap, Route 392 was originally slated to be eliminated due to poor performance. Ultimately, as part of the robust community engagement process used to inform the CapRemap program, the decision was made to continue operating a significant segment of Route 392 instead of eliminating the route all together. As approved by the Board, Route 392 now operates between Kramer Station and Tech Ridge Park & Ride.

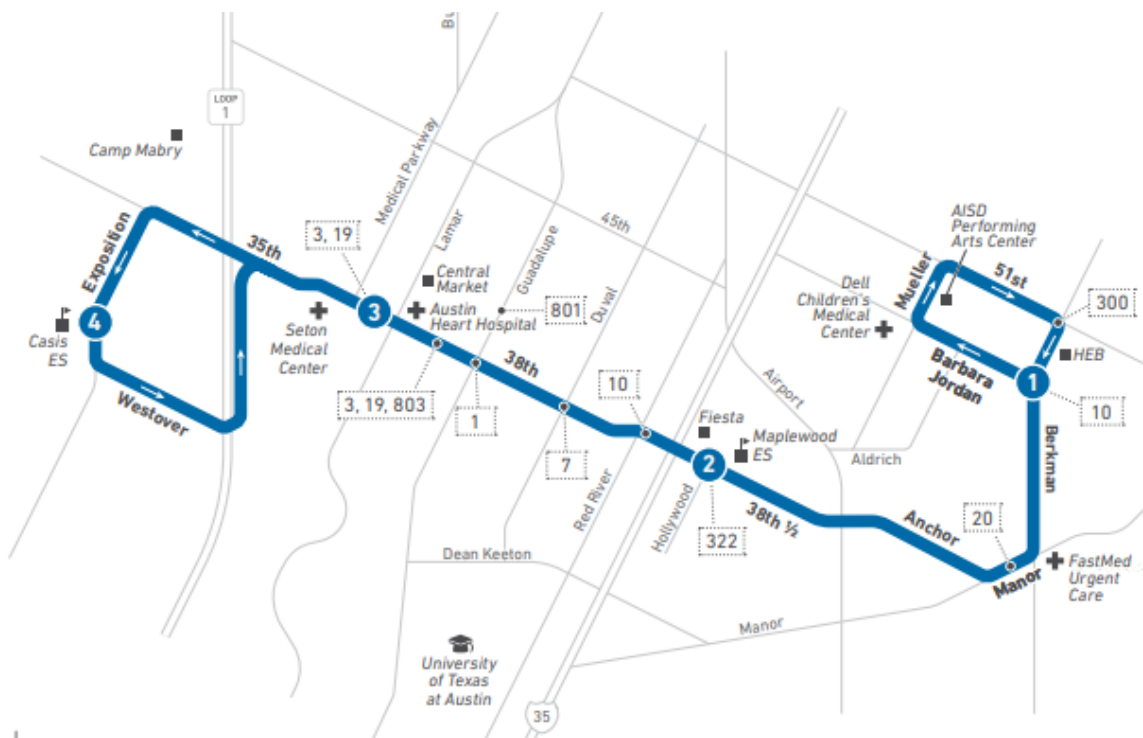
As with all services in the system, Route 392 will continue to be monitored and evaluated. In Fall of 2021, the service received minor modifications and investment to enable a 30 - 35 minute frequency from previous 40 minutes. Staff evaluated the extension proposed by the CapMetro customer and this extension is not recommended as this would duplicate service (Routes 3 and 383 transfer with Route 392 at Braker/Burnet) and would require additional resources (1 additional peak vehicle at a

cost of approximately \$600-700k annually). As with the original plans evaluated for this route, this investment would not meet service standards and guidelines or yield significant ridership to warrant a change at this time.

Future changes will be contingent on how conditions change for the community, available resources (labor and vehicles) and prioritization based on exhibited needs (ridership, essential services, key activity centers, etc).

Route 335

Route 335 35th/38th is a high-frequency crosstown route proposed during Connections 2025 and implemented during Cap Remap in June 2018. The route was designed to provide east-west connectivity in north central Austin, allowing customers to travel east-west without having to ride a route into and out of downtown. (See figure below)



During public comment at the June CapMetro Board of Directors Meeting, a customer requested CapMetro staff consider extending the section of Route 335 in Mueller so it would turn north on Lancaster instead of Mueller, therefore more closely serving the shopping destinations further west within the Mueller development. Beyond the one public speaker during the June Board meeting, CapMetro staff has only received one other request for an extension of the route further west within Mueller.

When designing this route, CapMetro worked with area stakeholders to ensure a balance of serving critical destinations such as the AISD Performing Arts Center and the Dell Children's Medical School, while also being mindful of additional travel time necessary to make the turn around on the route. Extending the route so that it turns around on Lancaster adds an additional half-mile to the route, as well as two traffic signals at two of the most congested intersections in the neighborhood. This would require an additional vehicle (\$540,000) to maintain the schedule and would require reconfiguration or addition of stops in the area at an additional cost. Staff does not believe the

additional expense would be well balanced with a sufficient increase in ridership. Therefore, this change is not recommended at this time.

Staff will keep in mind the request for service closer to I-35 within Mueller as changes are made to the network system in the next few years as Project Connect is implemented, particularly the two MetroRapid lines, and changing travel demands are evaluated.

Pickup

During the June Board meeting, there were requests from Board members for additional information about Pickup service planning, performance and expansion. CapMetro staff provided a memo to the Board of Directors (available on the memo portal). Additionally, staff is preparing for a Pickup-focused operations and planning update at an upcoming Board committee meeting.

2022 Comprehensive Annual Financial Report (CAFR)

During the June FAA Committee Meeting, Board Member Pool provided suggested revisions and questions to staff regarding CapMetro's CAFR. Board Member Pool's suggested text revisions have been largely incorporated, and the below are in response to the question posed and not answered during the Committee discussion.

BM Pool: PDF page 67 discusses retirement benefit payments. I asked whether the \$60/month/year Benefit Accrual Service for each year earned, set in 2000, was still the benchmark. The answer is "yes," with significant background information around the freezing of this Defined Benefit retirement plan, agreed to during contract negotiations, in 2012. This item deserves explanation and history for all board members to understand the status, what steps were taken effectively to replace the DB pension, limits to Cap Metro's authorities to change this, and the ongoing liability to the fund – essentially a primer to catch us all up on that issue. I found the background here compelling and staff satisfactorily described the work done to address this issue, and I think the full board would have interest in understanding that significant benefit.

In 2012, all operations and maintenance employees providing bus and paratransit service were transitioned from StarTran (a state non-profit corporation funded solely by a CapMetro contract) to private third-party companies pursuant to a competitive bidding process. These StarTran employees had been members of a defined benefit pension plan sponsored and supported by employee contributions and CapMetro contributions in the place of an employer. CapMetro assumed sponsorship of the private pension plan for bargaining employees sponsored by the ATU in the 1990s as it had become underfunded based on prior collective bargaining agreements. When CapMetro assumed sponsorship of the plan, it became a government sponsored plan, subject to different funding requirements and federal laws. When these employees became employees of a private company, they were no longer eligible to participate in a government-sponsored pension plan. The creation of a new private pension plan by a private company for these employees was both logistically and financially infeasible as it created great risk in a contract transition. CapMetro and the ATU worked together for more than a year prior to the transition to identify the most equitable way to provide an ongoing retirement benefit to bargaining unit employees, both those currently in the plan and future employees.

The final agreement reached with the union provided two things:

First, the existing pension plan was frozen since employees could no longer qualify to participate as private employees. No additional employees or members could be added and no more financial

benefits would accrue to employees currently in the plan who continued to work for a service provider. However, employees were able to remove a lump sum of a portion of their accrued benefit at the time or count their continued service toward receiving their benefits at an early-retirement date. Any service with a CapMetro service provider would count toward their credit to begin receiving a regular retirement benefit. There are no more employee contributions to the plan, and CapMetro is solely responsible for the financial contributions to fund the plan for employees and retirees prior to 2012. An ongoing joint management-labor committee continues to manage the investments and administration of the plan. The current liability for the plan is \$64,531,814. CapMetro makes an annual contribution to the plan of \$4 million, which exceeds the annually required contribution to the plan. The plan would be expected to become fully funded on the actuarially determined contribution basis in 7 years (2029).

Second, the proposers on service provider contracts must propose a defined contribution plan with an employee and employer contribution roughly equivalent to producing a similar benefit as the \$60/month/year that was a part of the collective bargaining agreement at the time of the transition. During the bargaining process, the union and the employer are free to negotiate other benefits or contributions.

Facility Fixed Asset Records

During the June FAA Committee Meeting, Board Member Pool requested additional information regarding the reconciliation of fixed asset records between two different asset management systems used by staff.

CapMetro's Finance, Facilities and Operations teams are collaborating to accelerate creation and roll out of policies and procedures to address this reconciliation and counting of assets. Staff intends to provide more detail on this audit follow up in the coming months.

Customer Service Advisory Committee (CSAC) Vacancies

During the June Board Meeting, Board Members inquired as to vacancies on the CapMetro Customer Service Advisory Committee, and what steps were being taken to fill those vacancies.

CSAC currently has 3 vacancies from 9 total appointments. The vacancies are appointments belonging to Board Members Ross, Harriss and Pool. Through July and August, we hope to recruit a pool of applicants for board members to review and appoint upon the recommendation of the CapMetro chief executive officer. This will involve coordination with the board members who have a vacancy, as well as communications to community partners and stakeholders to recruit applicants. If board members have someone they would like to consider for a vacancy, please encourage those people to apply online at <https://www.capmetro.org/csac>.

Zilker Park Coordination

In January CapMetro staff, including then Deputy CEO Watkins, met with City of Austin- Parks and Recreation Department (PARD) and consultants for the Zilker Master Plan. In the meeting, Cap Metro provided support for the plan to include better and more strategically placed bus stops within Zilker to address our current and future needs. PARD provided initial thoughts towards realigning a main access via Toomey Road in the future but that this was still in the planning stages. Cap Metro promoted the continuation of the types of services that offer the frequent and most direct service to the park. We discussed our previous trial with a circulator (Route 470 Tour the Town) and the low usage of the circulator service due to its inability to reach all the key destinations of the park area.

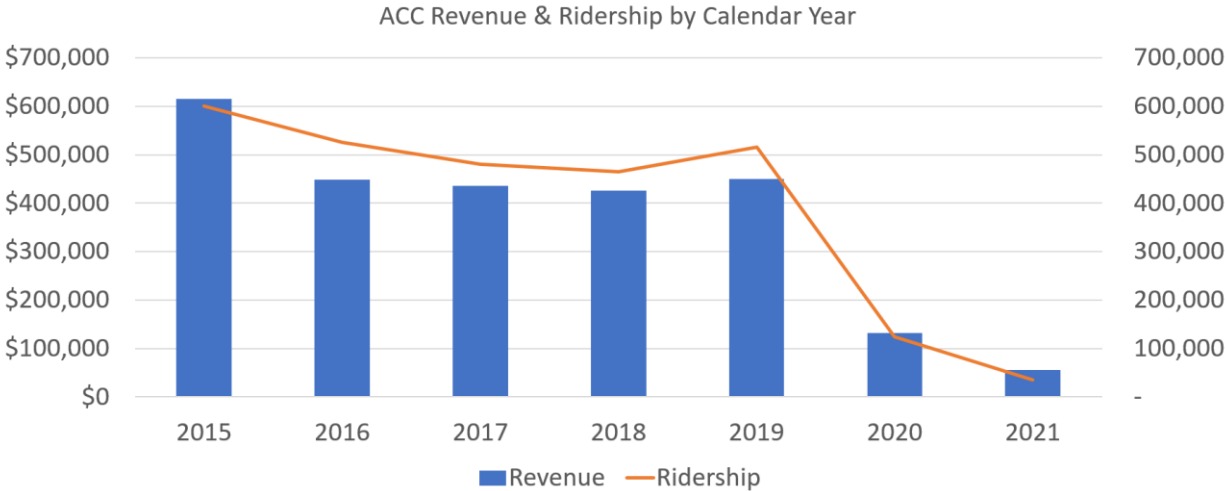
CapMetro provided a high-level summary of how we operate during regular periods, operations during special events such as ACL, and a summer pilot program which provided 15 minutes service to Zilker Park. The team also shared that summer pilot did not result in an increase in boarding or alighting at the stops within Zilker park. In January 2023 CapMetro is proposing interlining of Routes 19 and 30 as part of our regular service change process. This interlining is anticipated to generate better usage and we envision that it may result in ridership growth to the point where we may need to increase frequency from 35 minutes to 15 minutes.

Currently the City of Austin has been promoting their pilot Zilker Shuttle from the One Texas Shuttle Garage. This is a free shuttle from the garage to Zilker Park; park visitors receive parking validation by the shuttle driver for using the service. The shuttle operates from 11am to 7pm every Saturday and Sunday. The pilot program is available from June 25th, 2022 to September 5th, 2022.

ACC Ridership and Revenue

During the June FAA Committee Meeting, Board Members requested more information about CapMetro’s partnership with Austin Community College, including ridership from ACC and revenue generated. Board Member Pool requested this information be shared in writing.

As you can see by the graph below, ACC ridership and revenue has not recovered from the COVID-19 pandemic. The One-year extension on our partnership with ACC allows us to complete this model while we continue collaborating with ACC on the best way to provide transit services to ACC students.





Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2022-487

Agenda Date: 7/25/2022

Memo: CapMetro Monthly Operations Update (June 2022) - July 18, 2022

TO: CapMetro Board of Directors
From: Andy Skabowski, EVP, Chief Operating Officer
Date: July 18 2022
Subject: CapMetro Monthly Operations Update – June 2022

The purpose of this memo is to update the CapMetro Board of Directors on monthly operations performance. This memo is provided in lieu of a presentation to the Board's Operations, Planning and Safety (OPS) Committee, which did not have a meeting in July. Staff will provide another regular operations update during the OPS committee meeting in August 2022. If Board Members would like additional information about the monthly update for June, please contact Board Manager Ed Easton (Ed.Easton@CapMetro.org) and he will coordinate with our Operations team to provide more detail.

Overall, CapMetro service performance and resource constraints continue to improve. However, recent historic and excessive heat conditions have impacted our services, slowing down our progress. We continue to make progress on hiring; vehicle availability (parts acquisition and maintenance, available drivers and available mechanics), and service hours lost (what the customer feels).

- **Hiring:** CapMetro graduated 21 operators in June, and has another 71 in training. We are now netting (hires verse term) 3 more operators per month than we were in May (up to 15 from 12); our goal is to net 20 new operators per month. We have hired 12 new mechanics since January 2022. We continue to maintain a robust hiring campaign to support our current and future service needs.
- **Parts and maintenance:** CapMetro continues to be beholden to market conditions related to part availability. In June, 6% of CapMetro's fleet was unavailable due to maintenance issues, up from 5% in May. Staff are working on a solicitation to increase part availability, as well as better tracking key performance indicators to better understand opportunities for improvement.
- **Lost Time:** the amount of service lost (the bus is not there or is late) due to resources, fleet performance, and issues outside of the agency's control is reflected as Lost Time. CapMetro's lost time measure is trending in the right direction improving from a total lost time of 6.340% in May to 4.692% in June. Lost time is affected by vehicle availability which has been impacted by a historically hot summer. Staff hope to, at least, maintain lost time going into July as we continue to address heat-related issues.

Ridership has remained stable through June with year-over-year growth. Despite a seasonal drop in ridership over the summer months, the year-over-year numbers look promising except for commuter service, which has remained lower than pre-Covid levels, in line with industry trends. Since June 2021, CapMetro has seen:

- 24% overall increase in ridership
- 138% increase in Pickup ridership
- 190% increase in rail ridership (particularly supported by Q2 events)

Ridership remains at about 60 to 65 percent of pre-Covid levels.

Staffing

Operator Staffing

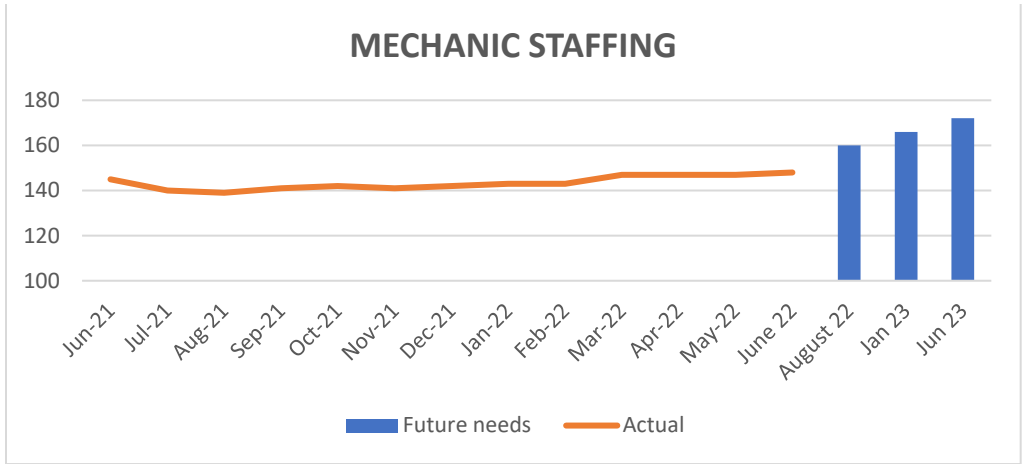
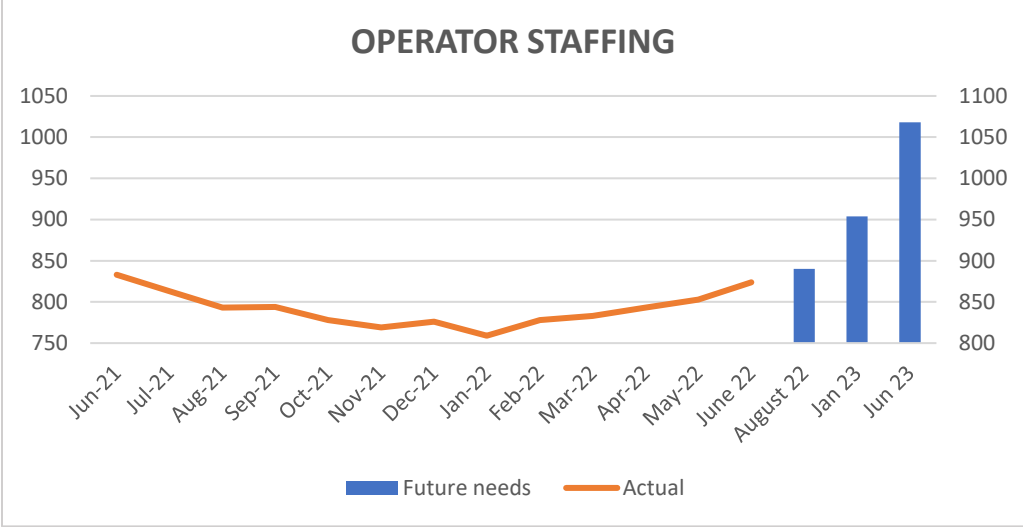
- 257 Operators have entered training since January
 - 71 currently in training
 - 26 graduated in June
- Gaining 15 Operators per month (with retention and attrition), up from 12 per month in May
 - CapMetro currently has 854 Operators
 - CapMetro needs approximately 870 Operators to operate the Board-approved service plan beginning in August
 - CapMetro needs approximately 20 Operators per month to make our Summer 2023 goal of 1,100 operators, necessary to support planned service expansion.

Mechanic Staffing

- Hired 12 mechanics since January
 - Need an increase of 24 more mechanics for the summer of 2023

Staffing – Moving Forward

- Increasing marketing efforts to ensure hiring message in as many materials as possible.
- Updating “Signing Bonuses” to reflect market competition
 - CDL Bus Operator: from \$3,500 to \$5,000
 - Non CDL Bus Operator: from \$1,500 to \$3,000
 - Adding sign on bonus for mechanics of \$5,000
 - Adding sign on bonus for all other positions of \$3,000
- Working to support new hires with housing while in training
- Continuing to promote referral bonus
- Launched research with Texas Transportation Institute (TTI) to understand employees leave and stay at CapMetro
- Developing internal programs to “grow our own” mechanics
- Continuing to work collaboratively with our front-line employees to improve morale and provide a supportive, career-focused culture



Parts and Vehicle Availability

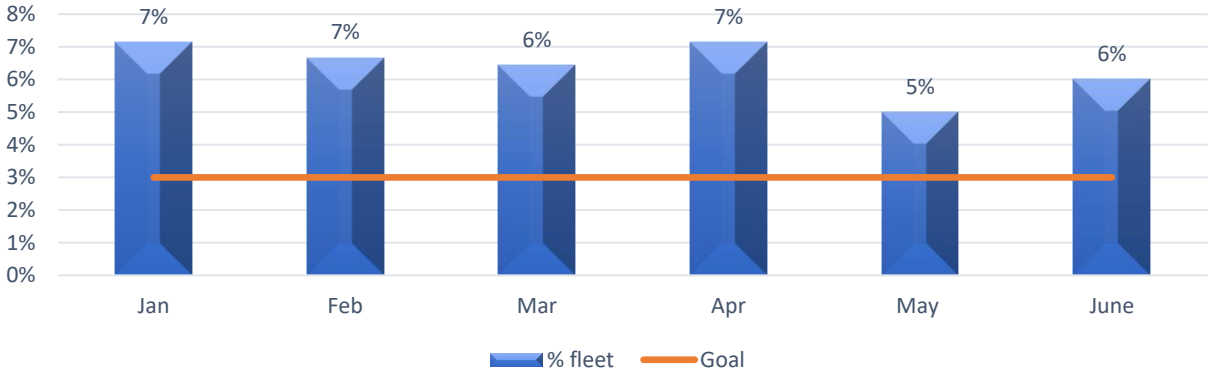
Overview

- % of buses out of service due to parts increased from May to June, in part due to the record-setting heat, and in part due to national market constraints, including parts holds impacting the entire industry:
 - May: 5%
 - June 6%
- Record-setting heat impacting both bus yards, but North Ops was more significantly impacted.
 - South Ops team stepping up to support North Ops as part of “one fleet” approach (instead of two separate facilities)
 - Increased the volume of work outsourced to support returning vehicles to service as soon as possible

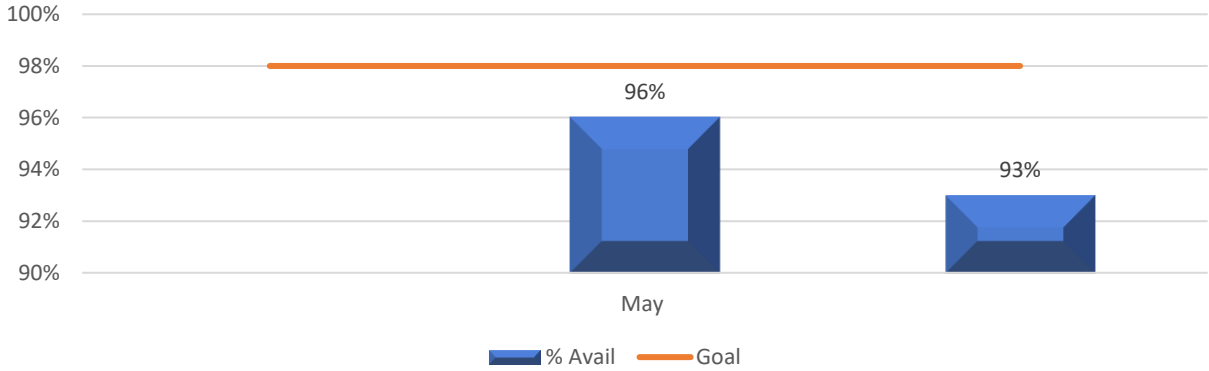
Parts - Moving Forward:

- Developed scope for large bus parts purchase contract, with solicitation anticipated to be published in July
- Continuing to monitor and refine two key measures: availability of parts at the window, and % of buses out of service due to parts
- Continue to operate as “one fleet” moving resources and support between facilities
- Increasing shift differential to attract evening shift workers:
 - Second shift from \$.90 to \$1.50 per hour
 - Third shift from \$1.00 to \$2.50 per hour

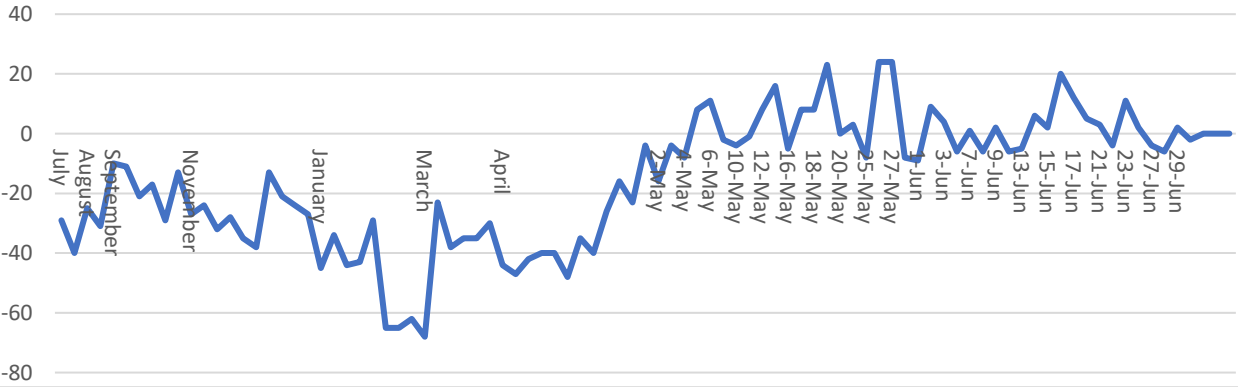
% BUSES OUT OF SERVICE DUE TO PARTS



PARTS AVAILABILITY WHEN NEEDED



VEHICLE AVAILABILITY



Lost Time – What the Customer feels

Overview

- This measure continues to improve
 - 6.340% in May
 - 4.692% in June
- Lost time is affected by vehicle availability which has been impacted by a historically hot summer.

Lost Time – Moving Forward

- Our goal for July is to maintain our lost time, if not improve. Given the continued impacts of heat on maintenance and operations, maintain this measure is a conservative and necessary approach.

