



# Agenda - Final revised

## Capital Metropolitan Transportation Authority

### Board of Directors

2910 East 5th Street  
Austin, TX 78702

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**Monday, May 23, 2022**

**12:00 PM**

**Rosa Parks Boardroom**

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Items marked with an \* have been revised.

This meeting will be livestreamed at [capmetrotx.legistar.com](http://capmetrotx.legistar.com)

**I. Call to Order**

**II. Public Comment:**

**III. Recognition:**

**IV. Advisory Committee Updates:**

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

**V. Board Committee Updates:**

1. Operations, Planning and Safety Committee
2. Austin Transit Partnership Update

**VI. Consent Items:**

1. Approval of minutes from the April 25, 2022 board meeting.
2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with World Wide Technology to replace network infrastructure technology in an amount not to exceed \$684,945.
3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin for the reimbursement of construction of bus stops along nine mobility corridors, in an amount not to exceed \$1 million.

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with TDIndustries to provide heating, ventilation, and air conditioning (HVAC) repair, maintenance, renewal, and replacement services for all Capital Metro public and operational properties and buildings for a term of one (1) year with a not-to-exceed allowance of \$950,000.

## VII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an amended and restated Interlocal Agreement between Capital Metro and the City of Austin to improve, expand and electrify the MetroBike program through joint funding contributions from both parties for an additional period of up to 10 years with a not to exceed amount as specified in the Interlocal Agreement. The MetroBike program shall be operated directly by CapMetro with funding contributions for operations and capital contributed by the City as outlined in the Interlocal Agreement.
2. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute an Interlocal Agreement (ILA) with the City of Austin for MetroRail Projects Utilities & Urban Trail Betterments for an amount not to exceed \$750,337.
3. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute an Interlocal Agreement (ILA) between Capital Metro and the City of Austin (City) for the reimbursement of project costs for the implementation of four Project Connect MetroRapid Lines and associated City transit and mobility projects for an initial term in an amount not to exceed \$2,140,000 and three one-year renewal periods in an amount not to exceed \$3,450,000, for a total not to exceed amount of \$5,590,000.
4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute amendments to Interlocal Agreements (ILAs) with the Cities of Manor, Lago Vista, Jonestown, Point Venture, and San Leanna for the FY2022 Build Central Texas Program.
5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with 22nd Century Technologies for temporary staffing services for a two-year base period and three (3), one-year options for a cumulative amount not to exceed \$14,945,765.
6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with AECOM Technical Services, Inc. in the amount of \$7,000,000 for Orange Line Engineering Design Services including a contingency for any future work needed to complete the Environmental and Preliminary Engineering phase of the program. The contract terms remain consist with the existing contract for a base period of one year with one option period of two years plus one option period of one year.

7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with HNTB Technical Services, Inc. in the amount of \$6,000,000 for Blue Line Engineering Design Services including a contingency for any future work needed to complete the Environmental and Preliminary Engineering phase of the program. The contract terms remain consist with the existing contract for a base period of eleven months with two option periods of one year.
8. Approval of a resolution appointing an Interim President and CEO.

#### **VIII. Discussion Items:**

1. Discussion of the Proposed Amendment to the CapMetro Bylaws
2. FY2023 Proposed Budget Calendar
3. Operations Update

#### **IX. Reports:**

1. President & CEO Monthly Update

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

\* Section 551.072 for Deliberation regarding Real Estate matters regarding property acquisition needed to support the McKalla MetroRail Station Project and discussion of McKalla Rail Spur Easement

\* Section 551.074 for Personnel Matters for discussion of President & CEO search process and naming an Interim President & CEO.

#### **XI. Items for Future Discussion:**

#### **XII. 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](mailto:ed.easton@capmetro.org) if you need more information.*

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

*The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.*



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
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Board of Directors

**Item #:** AI-2021-189

**Agenda Date:** 3/28/2022

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Customer Satisfaction Advisory Committee (CSAC)

## Capital Metropolitan Transportation Authority

### Customer Satisfaction Advisory Committee (CSAC)

Wednesday, May 11, 2022

6:00 PM – 7:30 PM

#### 6:00 PM

Attendees:

CapMetro Employees: Anna Lan, Chad Ballentine, Melissa Ortiz, Tevin Lionel, Edna Parra

Committee Members: David Foster, Ephraim Taylor, Ruven Brooks, Betsy Greenberg, Diana Wheeler

### Welcome / Introductions / Call to Order

*Ephraim Taylor*

### Public Communications

**Ephraim Taylor:** Thanked CapMetro and the marketing and communications team for the flyers on QR codes that advocate joining public forum groups. Expressed how great it was seeing a push to continue involving the public on more committees.

**Edna Parra:** Will pass along the message to the communications department

**Betsy Greenberg:** Let the committee know that there was a new display that I that gave headway information and that was nice and useful.

Also, let the committee know about using transit with a group of friends she had encouraged to use the system with, but they could not find the bus stop. Do not all stations have stops in the opposite direction of one another?

**Chad Ballentine:** Sometimes stops might not be directly across the street, but maybe a block or two away. Using various apps, could help locate the exact location.

### MetroArt Program Updates

Melissa Ortiz; Manager, Sponsorships and Programming

Update on MetroMusic, DEI bus Wraps, Art on the Bus across Central Texas, and other art initiatives at CapMetro

**Betsy Greenberg:** How long does a bus stay wrapped, how long does it last?

**Melissa Ortiz:** We've had a bus wrapped since 2019, and it's still wrapped and looks very nice. So, if we clean and maintain the bus the wrap lasts if the bus is healthy! The goal is to make it last at least a year.

**Ephraim Taylor:** The wrapping of the bus makes it a highlight in the city, seeing them zip by with different art works, makes it function as public art and a transportation system. Whenever I see a wrapped bus, it makes me wish I was on that one instead of just the normal bus! So, it's definitely a bright shine in the city.

### Equitable Transit Oriented Development

*Jordan McGee, Transit Oriented Planner*

## ETOD Corridor Study Area

### What Are Components of ETOD?

- Walking, rolling and bike facilities that feel safe
- High frequency transit options
- Walking and biking connections to transit
- Affordable housing options for a diversity of families and individuals
- Small business representative of the communities they serve
- Active public spaces that are useful to everyone in the community
- Workforce development
- Support for prospective & current homeowners
- Access to essential needs
- Support of legacy businesses

### ETOD Survey

- Survey online available to general public: <https://www.surveymonkey.com/r/ETODgoals>
- Centered around ETOD Goals
- 102 Responses to-date

### ETOD Policy Summary Deliverable

- ETOD Goals
  - To enable all residents to thrive in their neighborhoods and communities
- Strategies
  - Covering urban design & land use, real estate, mobility, housing affordability, and small business & workforce
- Policy Tools
  - Detailing policy recommendations with potential partners, precedents, and feasibility considerations
- Action Plan
  - With immediate, intermediate, and ongoing next steps to implement policy recommendations

### Next Steps for the Policy Summary

- Mid-to-Late May: Focus groups and individual interviews with additional stakeholders (e.g., developers, small business owners) to explore policy tool feasibility and user responsiveness
- May-June: Small group discussions with implementation leads (CapMetro, ATP, and City of Austin staff) to confirm details of proposed policy tools
- July-August: Community engagement to explore prioritization of policy tools through conversations highlighting tradeoffs in resource allocation
- Late August: Consultant team finalizes toolkit and action plan

### Deliverables – Policy Toolkit & TOD Priority Tool Update

- August 26, 2022: Task 5 and Task 6 completed (CapMetro + Consultants)
- September 21, 2022: Codes and Ordinances Joint Committee review of code amendment ordinance (CAO)\* (or whole ETOD Policy Plan package)
- September 2022: City team prepares ETOD Policy Plan (PP) and CAO, start the 60-day notification period for public hearing.
- 9/13/22: launch set Request for Council Action (RCA) for set date of 10/13/22 Council meeting
- 10/13/22: Council sets public hearing for 11/17/22
- October 11/25, 2022: Planning Commission review and recommendation of PP
- November 8, 2022: Election Day
- November 17, 2022: goal for public hearing and 1st reading (out of 3 total readings required) for PP and CAO

- December 1, 2022: goal for 2nd reading for PP and CAO
- January 2023: goal for 3rd readings and approval of PP and CAO

### **Deliverables – Station Area Plans**

- Early February 2023: Task 7 draft completed (CapMetro + Consultants), City place the plans on the Council and Planning Commission agendas
- March 2023: goal for Planning Commission hearing
- April 2023: goal for Council public hearing and 1st reading
- End of April 2023: FTA New Starts Rating internal deadline, pencils down
- May 2023 onwards: schedule depending on comments and council member feedback of the station plans. Typically, there is a month or two between each reading. A total of 3 readings are needed for approval.

### **Community-Led Input Process**

- Community Connectors
  - 12 individuals recruited
  - Fully onboarded and deployed
  - Individual engagement roadmaps with activities in April, May, and June
    - Rundberg Youth Equity Summit
    - ACC Clean-Up & Film Screening (ASL)
  - Each connector to reach 30-50 people
- Project Connect Community Advisory Comm.
  - Two upcoming workshop sessions on May 10th with the CAC and Community Connectors
  - Goal brainstorming and review of ETOD policies:
    - Housing
    - Mobility
    - Small business strategies

### **Focus Groups**

- Grassroots
- Grasstops
- Small Business
- Real Estate and Housing Practitioners

Anna Lan, Principal Planner

Glenda: what are you expecting to pass Jan 2023?

Anna: For Jan we are trying to pass the priority tool and the policy framework, which is the policy recommendations for the COA; when the council directed the team to plan the ETOD were hoping for August deadline

Glenda: Those tools are new zoning cats?

Anna: These are not new zoning rules, we are passing recs on how to approach land use and design. These are different categories, and they are on a system

Anna: Station re a vision plan, as a transit agency, we are not allowed to make zoning recs.

Glenda: Are there going to be 6 stations under case study?

Anna: There are 4 of them and an update plan for Riverside Corridor are under case study, but 4 of them are high on the displacement list, those are getting the station study vision plan, North Lamar Transit Center

## **MetroBike**

*Chad Ballentine, VP, Demand Response & Innovative Mobility*

*How it Started Timeline*

*How it's going*

*Year, Stations, Bikes*

*2013, 11, 100*

*2014, 43, 350*

*2016, 54, 435*

*2018, 63, 520*

*2022, 79, 847*

*In 2021, 50 modular (3.0) docks were piloted into the MetroBike system to provide more flexibility for station placements as these docks:*

*Where Do We Go From Here*

- Transition to a 100% e-assist electric fleet*
- Coordinate with transit for direct first/last mile integration*
- Promote MetroBike to new and existing users*
- Install modular (3.0) docks for improved flexibility*
- Integrate with the All Ages & Abilities Bicycle Network infrastructure expansion*
- Continuous improvement of high-quality daily operations*

Diana: I rented a B-cycle before, but what I am not clear on, does Cap Metro have motorized bikes and scooters?

Chad: Yes, we have a a mix of both traditional and e-bikes.

**Community Advisory Committee (CAC) – CSAC Member**

**Approval of the minutes**





# Capital Metropolitan Transportation Authority

2910 East 5th Street  
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Board of Directors

**Item #:** AI-2021-190

**Agenda Date:** 3/28/2022

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Access Advisory Committee

## Capital Metropolitan Transportation Authority

### Access Advisory Committee

Wednesday, May 4, 2022

5:30 PM

#### Attendees:

**CapMetro Employees:** Martin Kareithi, Julie Lampkin, Jordan McGee, Edna Parra, Sam Sargent, Andrew Skabowski, Tevin Lionel, Christopher Westbrook, Raul Vela

**Committee Members:** Audrea Diaz, Glenda Born, Mike Gorse, Paul Hunt, Estrella Barrera

#### Welcome / Introductions / Call to Order

*Chair Hunt*

#### Public Communications

**Audrea Diaz:** Would I still have a 12:30 cut-off for MetroAccess anywhere I'm moving within Austin?

**Julie Lampkin:** It'll depend on where you're moving to, so please get me an address and I can clear that for you.

**Glenda Born:** Brought up that the committee forum was about issues that affect not only us personally, but the community. That's the point of the committee to deal with communal issues pertaining to the advocacy of transit users with a disability.

**Paul Hunt:** Described an issue yesterday where he couldn't get to his appointment because the driver said they showed up and then they never did. As far as we could tell, the dispatcher could not get ahold of the driver.

**Julie Lampkin:** I have received this report, the rundown seems to be the operator was in the wrong location or they didn't provide door to door service as outlined in your profile. They are looking at the on-board video to see what happened and why.

**Paul Hunt:** It seems to me we are getting more buses over vans. I'm just curious, are the vans being phased out?

**Julie Lampkin:** Yes, that's the plan, we are slowly phasing out the vans in favor of buses to accommodate more people.

#### Operations Technology Update High Overview

*Martin Kareithi; VP, Director Systemwide Accessibility*

**Martin Kareithi:** We are moving on from the planning phase and onto the design phase. We have also begun testing with focus groups to gauge likes, dislikes, preferred training methods and other new offerings to our customer base.

**Glenda Born:** When the software is in place, will there be training for customers to get accustomed to the new software?

**Martin Kareithi:** Yes, there will be training opportunities for customers.

**Paul Hunt:** I'm interested in employment opportunities for visually impaired people, that way there can be two sides to the perspective on how the system works. It works well enough for disabled persons to both facilitate and use the software.

**Martin Kareithi:** I've advocated for the same, it's important that the same people administrating the software can relate to and help the customers.

### **Resolution for CapMetro's Bus and Bus Facility Program Grant for FTA**

*Sam Sargent, Director; Government Affairs*

- CapMetro will be constructing a new, permanent MetroAccess Operations and Maintenance Facility at Springdale and Cameron Roads.
- The new facility will allow MetroAccess to grow its fleet to 450+ plus vehicles, have a second maintenance facility, and avoid the uncertainty that comes with leased operations facilities.
- CapMetro is pursuing a federal Bus and Bus Facilities grant to cover a portion of the \$60 million project. Sam Sargent, Director of Government Affairs, requested a resolution of support for that federal grant application, which the Access Advisory Committee approved unanimously.

**Glenda Born:** This Program is to combine existing facilities as well as expand the agency? Could you explain a little more of the Program?

**Sam Sargent:** The new demand response facility is meant to replace the leased location so that we are no longer renting our facilities. The other thing too is that the North base did not have in-house repair or maintenance. It had break area, administrative offices and parking. And so, our facilities master plan had identified a 25-acre site.

**Paul Hunt:** If North Base does not have Maintenance facilities, how are vehicles serviced now?

**Andrew Skabowski:** We utilize a third-party facility to maintain and repair vehicles.

### **Equitable Transit Oriented Development**

*Jordan McGee, Transit Oriented Planner*

#### **ETOD Corridor Study Area**

- \$1.65 million in FTA TOD grant
- 21 stations on Blue and Orange Line LRT
- Four focus stations (NLTC, Crestview, Hyde Park, SCTC) and one E. Riverside Corridor Plan update

#### **What Are Components of ETOD?**

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  - Goal brainstorming and review of ETOD policies:
    - Housing
    - Mobility
    - Small business strategies

### **Focus Groups**

- Grassroots

- Public participants recruited from Connectors, survey, and Round 1 outreach (i.e., Community Connectors, people the Community Connectors invite, and members of the public)
- Grasstops
  - Heads of local NGOs and informal advocacy organizations (i.e., GAVA City Alliance of Minority Chambers, Lifeworks Mobility advocacy groups)
- Small Business
  - Small businesses near transit corridors system-wide. Particular interest/effort in recruiting immigrant owners, BIPOC owners, and family owned
- Real Estate and Housing Practitioners
  - Market Rate + Affordable Housing Developers, Affordable housing academics

**Enda Parra:** You mentioned 4 stations in specific. Are they the ones receiving the vision plan, or will this be dispensed to all stations?

**Jordan McGee:** Only the four mentioned stations are receiving the vision plans. If proven to be an incentive to draw in customers, and as funding allows, we can expand the study area.

**Mike Gorse:** Is this something that the City Council will need to approve?

**Jordan McGee:** Yes, eventually the City Council will have to approve the project.

**Mike Gorse:** I've forwarded the link to join the focus groups to a team that I'm on, and someone said when they tried to register it took them to a broken link? Are you aware of this development?

**Jordan McGee:** As far as I'm aware the link should be working, but if you are having issues with it, I'll investigate what's causing this dilemma.

**Glenda Born:** Let the presenter know that it was a bit hard to follow and then ask questions regarding your slides, when you ran through them a bit quick and some of us are visually impaired, so that makes it harder for us to follow a mostly visual medium. Just as an awareness point.

**Jordan McGee:** Yeah, I can keep that in mind moving forward and is taking accessibility training for presentations.

#### **Community Advisory Committee (CAC) – Access Member**

Will send out the details to the group to try and get an Access member to represent on the CAC

#### **Approval of the minutes**



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-439

**Agenda Date:** 5/23/2022

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Approval of minutes from the April 25, 2022 board meeting.



**Minutes**  
**Capital Metropolitan**  
**Transportation Authority**  
**Board of Directors**

2910 East 5th Street  
Austin, TX 78702

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**Monday, April 25, 2022**

**9:00 AM**

**Rosa Parks Boardroom**

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**I. Call to Order:**

9:04 a.m. Meeting Called to Order

|                 |   |
|-----------------|---|
| <b>Present:</b> | Travillion, Kitchen, Cooper, Stratton, Renteria, and Ross |
| <b>Absent:</b>  | Pool, and Mitchell  |

**II. Public Comment**

Edwin Bautista, Justin Mann, and Zenobia Joseph provided public comments.

**III. Advisory Committee Updates:**

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Service Advisory Committee (PSAC)

**IV. Board Committee Updates:**

1. Operations, Planning and Safety Committee
2. Austin Transit Partnership Update

**V. Consent Items:**

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

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

1. Approval of minutes from the March 28, 2022 public hearing and board meeting.
2. Approval of a resolution affirming the Charter Statement for the Operations, Planning and Safety Committee.



3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with GTS Technology Solutions, Inc. for passenger WiFi technology in an amount not to exceed \$258,326.
4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an amendment to the Interlocal Agreement (ILA) with the Capital Area Rural Transportation System (CARTS) to clarify ongoing maintenance responsibilities and contribute \$78,834 for additional improvements to the Eastside Bus Plaza (EBP) located at East Cesar Chavez Street and Shady Lane.
5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Diligent for a Governance, Risk, and Compliance system for a base period of 1 year and 3 option years in an amount not to exceed \$1,537,786.
6. Approval of a resolution authorizing the President & CEO, or his designee, to modify the KPMG, LLC contract # 200611 for Enterprise Resource Planning (ERP) Consulting services, increasing the previous Board authorized amount by \$593,980, plus a contingency amount of \$750,000, for the addition of two technical resources to work on integrations, security and workflows within the Oracle Enterprise Resource Planning (ERP) system for a new not-to-exceed amount of \$4,384,356.
7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Jay-Reese Contractors, Inc. for the McKalla Station Advance Culvert Construction Project for \$3,271,035, plus \$490,656 (15% contingency) for a total not to exceed amount of \$3,761,691.

## VI. Action Items:

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

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

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

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a Design-Build contract with Modern Railway Systems, Inc. for Positive Train Control (PTC) Optimization, Engineering, Construction and Support Services in an amount not to exceed \$6,000,000.

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, Kitchen, Cooper, Stratton, Renteria, and Ross

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an agreement regarding Lakeline Park and Ride Improvements (the "Agreement") with Sabot-Lakeline, LLC (Sabot), under which CapMetro will grant licenses to Sabot to improve, maintain and share use of the Lakeline Park and Ride driveway and install related amenities, with the construction of such improvements and amenities being at Sabot's sole cost and expense.

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

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

4. Approval of an Amended and Restated Certificate of Formation of the Austin Transit Partnership Local Government Corporation ("ATP"), a Joint Local Government Corporation.

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

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

5. Approval of a Resolution Affirming Capital Metro's Commitments and Requirements Related to the Project Connect High-Capacity Transit Expansion Program.

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

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

## **VII. Report:**

1. President & CEO Monthly Update

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

Section 551.071 for Consultation with an Attorney related to an Amended and Restated Certificate of Formation of Austin Transit Partnership, a Joint Local Government Corporation

Section 551.074 for Personnel Matters related to the Duties of the Capital Metro President & CEO

Into Executive Session: 10:28 a.m.

Out of Executive Session: 11:25 a.m.

## **IX. Items for Future Discussion:**

**X. Adjournment**

12:12 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](mailto:ed.easton@capmetro.org) if you need more information.*

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

*The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.*

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Board of Directors

Item #: AI-2021-274

Agenda Date: 5/23/2022

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with World Wide Technology to replace network infrastructure technology in an amount not to exceed \$684,945.

**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:** Maintaining and replacing network infrastructure technology such as routers, firewalls, and switches in a state of good repair ensures stable and reliable systems available to both internal and external customers.

**BUSINESS CASE:** This is a state of good repair initiative to replace network security, network switch equipment, and wireless access point equipment that are types of network infrastructure technologies and have exceeded their useful life. The lifecycle of the typical network infrastructure technology is four to seven years. Each year out of life cycle network infrastructure technology is replaced to maintain a state of good repair. Failure to act will result in issues with network performance and reliability as well as increasing the risk of outages. Annually, the overall design, security, and roadmap is reviewed for implementation of a long term secure and robust

solution that supports business continuity.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

EXECUTIVE SUMMARY: This contract will provide for the annual replacement of network infrastructure technology that is past its useful life to ensure stable and reliable systems available to both internal and external customers.

DBE/SBE PARTICIPATION: The SBE goal is 10%. The prime contractor will exceed the goal utilizing the following SBE subcontractors:

| SBE Subcontractors      | Race/Gender   | Services/Products               | SBE Responsive |
|-------------------------|---------------|---------------------------------|----------------|
| VTS Group La Vernia, TX | Hispanic/Male | Install and Configure Equipment | 18.7%          |
|                         |               |                                 | 18.7%          |

PROCUREMENT: The Authority will utilize the Department of Information Resources (DIR) Contract No. DIR-TSO -4167 held by Cisco Systems, Inc., and listing World Wide Technology as an authorized Reseller for Cisco Branded Products and Services.

DIR awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act.

The Contract Period of Performance for Implementation shall be one (1) year from Notice to Proceed and Support and Maintenance term shall be one (1) year beginning upon completion of implementation. The following is World Wide Technology's pricing:

| Description                             | Lump Sum Amount |
|---|-----------------|
| Network Infrastructure Replacement 2022 | \$684,944.53    |

The contract is fixed price.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2021-274**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide adequate state of good repair to the network infrastructure technology.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with World Wide Technology to replace network infrastructure technology in an amount not to exceed \$684,945.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

Board of Directors

Item #: AI-2022-416

Agenda Date: 5/23/2022

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin for the reimbursement of construction of bus stops along nine mobility corridors, in an amount not to exceed \$1 million.

**FISCAL IMPACT:**

Funding for this action is available in the 5-year Capital Improvement Plan.

**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 Interlocal Agreement allows Capital Metro to reimburse the City of Austin’s Corridor Program Office (CPO) for bus stop construction along the nine mobility corridors approved by voters in November 2016. These reconstructed bus stops will improve mobility and safety, and Capital Metro service will benefit from these improvements.

**BUSINESS CASE:** An Interlocal Agreement between the City of Austin and Capital Metro is required for Capital Metro to reimburse the City of Austin for costs associated with the bus stop construction identified. The funding for this agreement is included in the 5-year Capital Improvement Plan.

**COMMITTEE RECOMMENDATION:** This agenda item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

**EXECUTIVE SUMMARY:** The City of Austin's Corridor Program Office (CPO) is responsible for the design and construction of improvements along nine roadway corridors within Austin outlined by the Austin City Council for the 2016 Mobility Bond Program in the Contract with Voters. The Corridor Mobility Program improvements support mobility, livability and other outcomes, and are funded by City of Austin-issued bonds approved by Austin voters in November 2016.

Capital Metro has been included in the design of these corridors from the beginning. To enhance mobility and safety of Capital Metro customers and other people traveling along the corridors, Capital Metro and the CPO have agreed to relocate most bus stops along these corridors.

This ILA will allow Capital Metro to reimburse the CPO for the construction of bus stops that Capital Metro requested to be relocated. The amount of Capital Metro's reimbursement to the City is not to exceed \$1 million, and is included in the Capital Projects budget.

There is great value in having the CPO construct these stops as CPO provides design, permitting, traffic control and other construction related items as part of the corridor construction. Capital Metro is only paying for materials & labor related to the construction of the bus stop.

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

**PROCUREMENT:** Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

**RESPONSIBLE DEPARTMENT:** Capital Construction & Facility Management



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**#AI-2022-416**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to improve safety, reliability and customer comfort throughout the transit network; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to partner with the City of Austin to construct bus stops along the City's 2016 Mobility Bond corridors and reimburse the City for associated costs identified in the Interlocal Agreement; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to execute an Interlocal Agreement with the City of Austin for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee is authorized to finalize and execute an Interlocal Agreement with the City of Austin for the reimbursement of construction of bus stops along nine mobility corridors, in an amount not to exceed \$1 million.

**Date:** \_\_\_\_\_

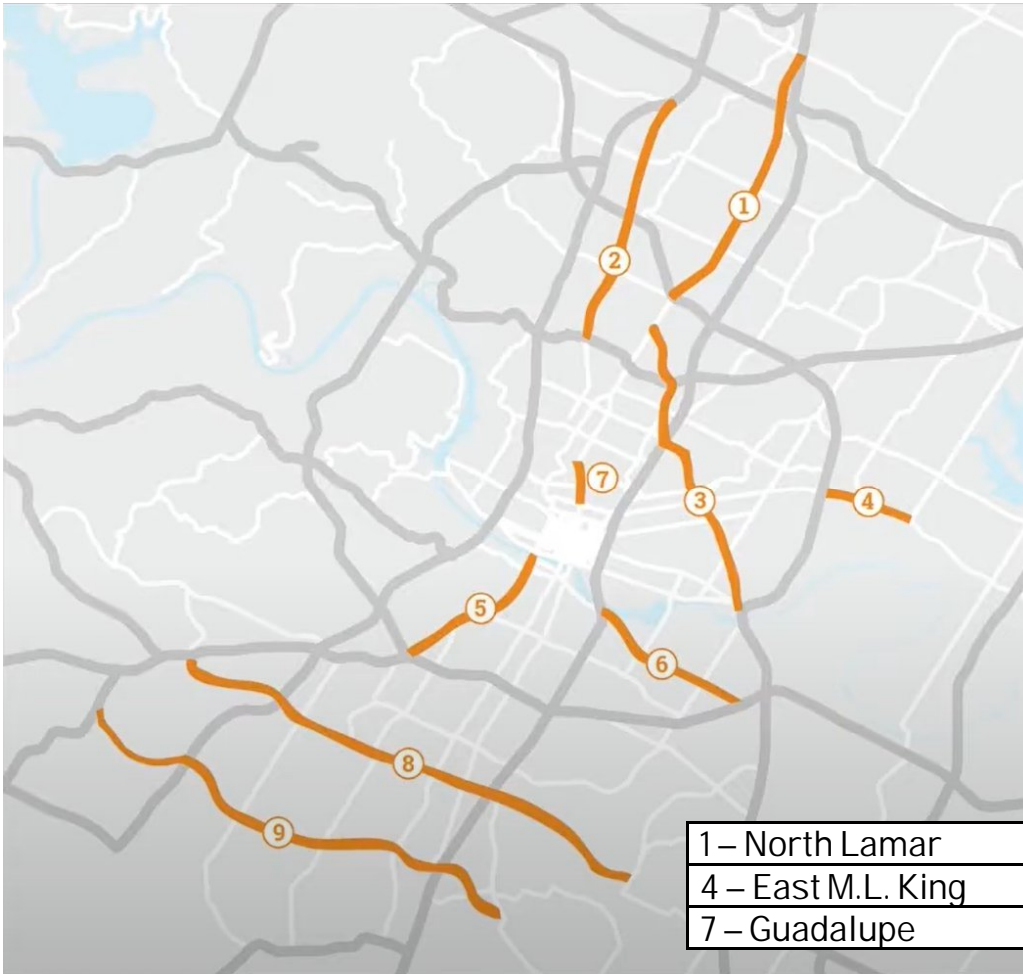
\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

CapMetro

Approval of Interlocal Agreement  
with  
City of Austin Corridor Program Office

May 11, 2022

# Nine Mobility Corridors



Reimburse construction expense for 50 bus stops along 9 mobility corridors

- City has involved CapMetro in design of Corridor Mobility Programs as part of City's 2016 Mobility Bond Implementation
- Reconstructed and relocated bus stops will enhance safety and accessibility for all roadway users
- Coordination with Corridor Program provides value to CapMetro and our customers through increasing efficiency of public funds

Board of Directors

Item #: AI-2022-404

Agenda Date: 5/23/2022

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with TDIndustries to provide heating, ventilation, and air conditioning (HVAC) repair, maintenance, renewal, and replacement services for all Capital Metro public and operational properties and buildings for a term of one (1) year with a not-to-exceed allowance of \$950,000.

**FISCAL IMPACT:**

Funding for this action is available in the FY2022 and FY23 Operating and Capital Budgets.

**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:** Ongoing repair, maintenance, renewal, and replacement of our HVAC systems contributes to system reliability, reduced business productivity issues, and improved end user experience.

**BUSINESS CASE:** All of our facilities, including administrative, operations and maintenance, Park and Rides and Transit Centers require continuous on-call HVAC service for repair and maintenance. The funding for this contract is included in the FY 2022 and FY23 budgets.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

**EXECUTIVE SUMMARY:** Capital Metro contracts HVAC equipment and system maintenance, repair, renewals, and replacements to proactively establish pricing structure and acceptable response times to help ensure the expected facility HVAC resiliency is provided. This HVAC Master Service Agreement also establishes open-book pricing with a pre-established pricing structure, and an allowance along with an emergency service response time of 2-hours, 7 days a week and 24 hours per day. This all helps to better risk manage expenditures and also streamlines the ability to get work done in a timelier manner to help avoid business productivity interruptions.

**DBE/SBE PARTICIPATION:** No SBE goal is assigned to this project due to limited subcontracting opportunity. However, we will work with the selected vendor for Small Business Participation.

**PROCUREMENT:** Capital Metro will utilize BuyBoard Cooperative Contract No. 631-20, held by TDIndustries for HVAC Equipment Supplies and Services, to provide a Master Service Agreement, to repair and install HVAC equipment for all Capital Metro public and operational properties and buildings.

BuyBoard awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act.

Purchases made using BuyBoard contracts satisfy otherwise applicable competitive bidding requirements. Pricing rates associated with the Master Service Agreement were determined to be fair and reasonable by the BuyBoard cooperative during its solicitation and award process.

TDIndustries will be awarded an indefinite quantity, indefinite delivery Contract in the following Not to Exceed amount for a Term of One (1) Year:

| ITEM # | DESCRIPTION   | AMOUNT       |
|--------|---|--------------|
| 1      | Master Services Agreement for all Capital Metro Public and Operational Properties and Buildings | \$950,000.00 |

**RESPONSIBLE DEPARTMENT:** Facilities Management

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-404**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to protect the safety of all employees and Capital Metro assets and provide all city, state and federal code requirements; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide for the environmental needs of the workforce, and the environmental needs of the patrons utilizing the public areas of the facilities.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with TDIndustries to provide heating, ventilation, and air conditioning (HVAC) repair, maintenance, renewal, and replacement services for all Capital Metro public and operational properties and buildings for a term of one (1) year with a not-to-exceed allowance of \$950,000.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

Board of Directors

Item #: AI-2022-438

Agenda Date: 5/23/2022

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an amended and restated Interlocal Agreement between Capital Metro and the City of Austin to improve, expand and electrify the MetroBike program through joint funding contributions from both parties for an additional period of up to 10 years with a not to exceed amount as specified in the Interlocal Agreement. The MetroBike program shall be operated directly by CapMetro with funding contributions for operations and capital contributed by the City as outlined in the Interlocal Agreement.

**FISCAL IMPACT:**

Refer to executive summary for clarification.

**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:** Execution of this amended and reinstated agreement will advance Capital Metro’s role as Austin’s mobility provider for the people in our region with an expanded and electrified bikeshare system that places high value on equity and links to the regions mobility investments in transit, bicycle infrastructure, electrification, and trails. The agreement with the City of Austin will further enhance a strong partnership that mutually supports Capital Metro's Project Connect as well as the City’s Austin Strategic Mobility Plan.

**BUSINESS CASE:** The amended and reinstated agreement will help maintain a strong partnership with the City of Austin that supports Capital Metro's strategic objectives. The proposed ILA will provide much needed

operational support to prepare the MetroBike program for significant expansion to meet the community's rapidly growing need for bikeshare mobility options to supplement an expanding CapMetro transit system.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on May 23, 2022.

EXECUTIVE SUMMARY: The MetroBike bikeshare program plays a key role in supporting the strategic mobility goals of Capital Metro and the City of Austin. Bikeshare systems have evolved into an extension of public transit systems by offering a right-sized tool for connecting riders that would traditionally be out of reach for mainline transit. The advent of e-assist bicycles is increasing that geographical reach further, making public transit an option for more people than ever before. MetroBike is an important tool for CapMetro to leverage as the agency undergoes unprecedented transit expansion. An agreement with the City of Austin to co-invest in the MetroBike program is not only key to CapMetro, but it also aligns with the City's goal of supporting more sustainable mobility options for all.

The term of the agreement expands the partnership for up to 10 additional years. CapMetro will overhaul the operations and bring them in-house with annual operational support from the City of Austin as outlined in the Interlocal Agreement. Capital Metro and the City of Austin shall also commit capital funds for significant program expansion to support significant multi-phased expansions over the 10-year period of the agreement. The total combined capital investment not to exceed amount is \$13,300,000 with the City of Austin contributing at a share of 75%.

|  | City of Austin              | CapMetro  |
|--|-----------------------------|---|
| Total ILA Operations funding 2020 - 2023 | Not to Exceed: \$3.25M      | Not to Exceed: \$750k + Annual Operations Costs FY23 - FY33 |
| Total ILA Capital Funding 2020 - 2023    | Not to Exceed: \$11.5M      | Not to Exceed: \$6.3M                                       |
| Total Combined                           | Not to Exceed: \$14,750,000 | Not to Exceed: \$7,050,000 + Annual Operations              |

This mutual investment in Austin's bikeshare system is in alignment with the Austin Strategic Mobility Plan and Project Connect.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-438**

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, Capital Metro’s mission is to connect people, jobs and communities by providing high quality and sustainable transportation choices for communities in the Greater Austin area; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the important link between Austin's shared-use bicycle system and transit.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Board of Directors authorizes the President & CEO, or his designee, to finalize and execute an Amended and Reinstated Interlocal Agreement between Capital Metro and the City of Austin to co-invest in and co-manage the Austin Bikeshare program for an additional ten (10) years.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

CapMetro

**METROBIKE** Interlocal  
Agreement Revision &  
Extension

May 23, 2022 Board of Directors

# Agenda

- 🚲 How it started
- 🚲 How it is going
- 🚲 The Future



# How it Started

| Summer 2013  | Summer 2018  | <u>Summer 2020</u>  | Fall 2021  | <u>Summer 2022</u>   |
|--|--|---|--|--|
| The City's first public bikeshare system was initiated and approved with B-Cycle and with Bike Share of Austin for 5 years | Bike Share of Austin's Contract and B-Cycle's Contract were extended to 2023 | Interlocal Agreement Initiated and Approved between CapMetro & City of Austin | MetroBike Strategic Expansion Plan Initiated by Nelson/Nygaard | Interlocal Agreement Amendment Revision and Extension with CapMetro & City of Austin |

# How it's going

## Daily Operations

100%  BikeShare  
OF AUSTIN

## Governance & Oversight

50%  CapMetro

50%  CITY OF AUSTIN  
FOUNDED 1839  
TRANSPORTATION

| Year | Stations | Bikes |
|------|----------|-------|
| 2013 | 11       | 100   |
| 2016 | 54       | 435   |
| 2018 | 63       | 520   |
| 2022 | 79       | 847   |



**METROBIKE**

CapMetro 

# Progress

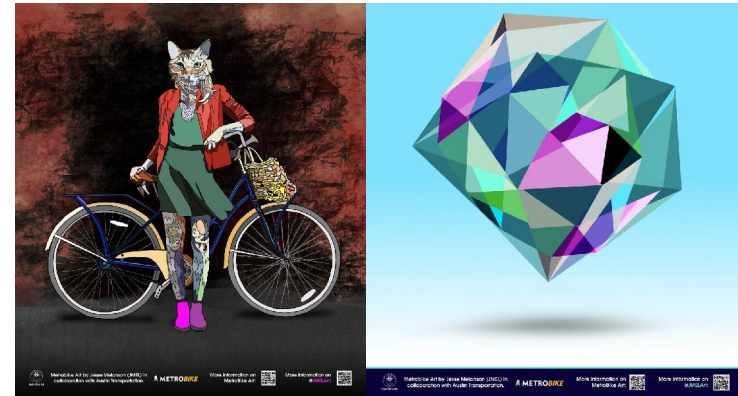
2020: Introducing e-assist bikes!  
247 bicycles added to the fleet



2021: Pilot  
50 modular (3.0) docks



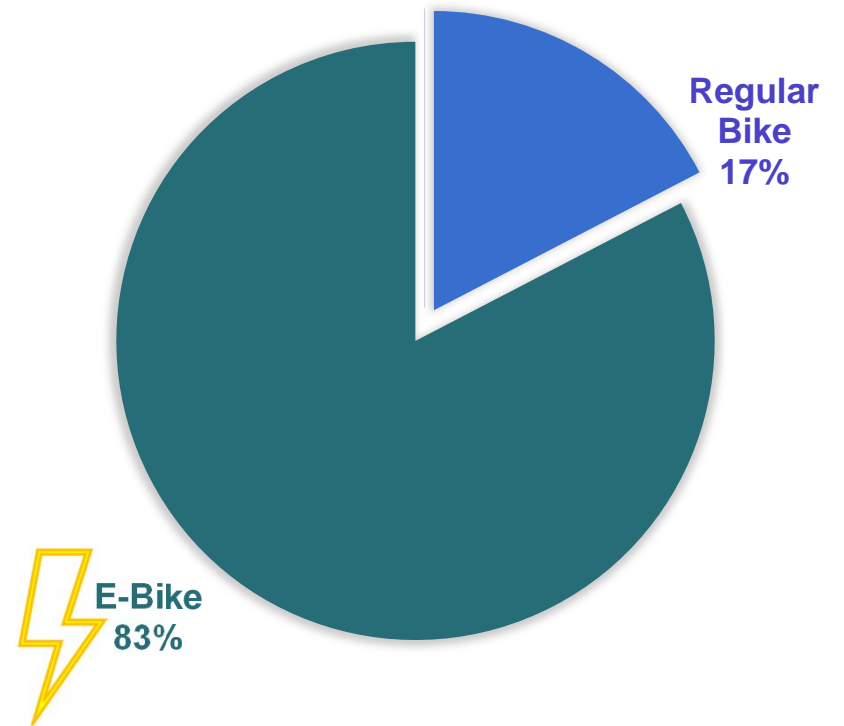
2022: Art Initiative + MetroBikes  
Local art on 200 e-assist bikes and 20  
stations. Made possible by Austin  
Transportation Department



# Ridership Stats



2021 TRIPS = 224,647  
(2020 = 101,783)



# The Future

**METROBIKE**

CapMetro



TRANSPORTATION



**Electrification: 100% e-assist Electric Fleet**



**Seamless Transit Integration**



**Expand the Program and Diversify User Base**



**Flexible & Scalable: Right-sized Mobility Tool**



**Synchronization with Bicycle Network Infrastructure Expansion**



**Overhaul for Operational Excellence**

CapMetro



# The Future

**METROBIKE**

## Daily Operations

100% **CapMetro**

In-house operations/maintenance

Asset management and SOGR

Station install and activation

Transparency in reporting

## System Expansion & Planning

10-year phased expansion framework

Flexible annual plans → Continuous Feedback

|  | City of Austin              | CapMetro   |
|--|-----------------------------|--|
| Total ILA Operations funding 2020 - 2023 | Not to Exceed: \$3.25M      | NTE \$750k + Annual Operations Costs FY23 – FY33 |
| Total ILA Capital Funding 2020 - 2023    | Not to Exceed: \$11.5M      | Not to Exceed: \$6.3M                            |
| Total Combined                           | Not to Exceed: \$14,750,000 | NTE \$7,050,000 + Annual Operations              |



# The Future

**METROBIKE**

## Next Steps



City Council ILA Consideration: *June/July*

MetroBike staff transition to CapMetro: *Summer 2022*

RFP for Bikeshare vendor contract (e-bikes/stations/software): *Fall 2022*

10-year phased expansion framework v2.0: *Fall 2022*

CapMetro

Thank you!

**AMENDED AND RESTATED  
INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
AND  
CITY OF AUSTIN  
FOR  
THE METROBIKE PROGRAM**

This Amended and Restated Interlocal Cooperation Agreement (this “**Agreement**”) is entered into by and between **Capital Metropolitan Transportation Authority**, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”) and the **City of Austin**, a Texas home rule city and municipal corporation, acting through its Department of Transportation (the “**City**”). CapMetro and the City are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**”.

**RECITALS**

1. The City operates a bicycle-sharing service program consisting of a fleet of on-demand self-service bicycles located throughout the City of Austin, which can be rented by the minute/hour, by membership card or credit card, and returned to any bicycle-sharing stations (“**BCycle Austin**”). BCycle Austin is currently managed by Bike Share of Austin, LLC, (“**BSA Contract**”) pursuant to City Contract No. NN130000001, effective 05/20/2013 (as amended, the “**BSA Contract**”). The bicycles and kiosks used in the BCycle Austin are manufactured by and licensed from BCycle, LLC, pursuant to City Contract No. GA130000088, effective 08/02/2013 (as amended, the “**BCycle Contract**”).
2. To expand access to multi-modal mobility options in the City of Austin, facilitate connections to transit, and increase the volume of electric-assist (e-assist) bicycles in the bicycle-sharing program fleet, the City and CapMetro desire to integrate BCycle Austin with CapMetro service as “**MetroBike**” (the “**MetroBike Program**” or “**Program**”).
3. CapMetro and the City entered into that one certain Interlocal Cooperation Agreement for the MetroBike Program dated effective August 18, 2020 (the “**Original Agreement**”) to establish the roles and responsibilities of the Parties related to the MetroBike Program.
4. The Parties now desire to amend and restate the Original Agreement in its entirety.

**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.

**AGREEMENT**

**A. Program Goals.** The Parties will collaborate to achieve the following goals, without limitation:

1. Establish a valuable partnership between CapMetro and the City.
2. Establish a roadmap to fully integrate BCycle Austin with CapMetro’s transit system.

3. Implement an equitable, affordable, on-demand mobility option to provide access to opportunities and resources.
4. Revamp BCycle Austin by expanding the system reach and rebranding it to “MetroBike”.
5. Support the goals and objectives of the Austin Strategic Mobility Plan, Austin Climate Action Plan, Strategic Direction 23, and Vision Zero.
6. Support the goals and objectives of Project Connect.
7. Advance CapMetro’s role as Austin’s mobility provider in the region with an expanded and accessible bikeshare system.
8. Migrate the MetroBike Program from manual bicycles to an all e-assist bicycle fleet.
9. Co-locate electric bicycle infrastructure with mobility hubs and transit facilities.
10. Extend the bikeshare system to provide first/last mile solutions and to promote mobility, equity, and access in accordance with the MetroBike Strategic Expansion Plan which is attached hereto as Exhibit “A” and may be amended by CapMetro from time to time.
11. Build MetroBike into a financially sustainable enterprise.

**B. Program Governance.**

1. As a transit amenity, the location of MetroBike facilities and kiosks throughout the CapMetro service area will meet or exceed guidelines set forth in CapMetro’s Service Standard and Guidelines, as amended from time to time, and as required by Federal Transit Administration (FTA) Title VI Circular 4702.1B, as amended.
2. The Parties will co-develop an annual work plan that will guide the program operation and expansion plans to define the broad strategies and parameters of the MetroBike Program and make overall Program decisions including but not limited to: locations and designs of bicycle kiosks, advertising agreements related to the MetroBike Program, transit wayfinding signage, oversight expenses, considering ad hoc requests, considering new partnerships, and reviewing CapMetro’s Operations and Maintenance plan, subject to and in accordance with CapMetro’s Service Standards and Guidelines, other applicable CapMetro policies and procedures, and applicable federal, state and local laws and regulations.
3. The Parties shall meet monthly, or as needed, and will seek consensus on all matters involving the Program. In the event consensus cannot be reached, then the matter shall be referred as soon as possible to the CapMetro Deputy Chief Executive Officer and the Director of the Austin Transportation Department for coordination and mutual resolution.

**C. Financial Contributions.**

1. The City’s contribution towards the Program include:

- i. **Operating Contributions.** The City will provide up to \$250,000.00 in each year of the Term (as defined below) toward the operating budget for the implementation and ongoing operation and maintenance of the MetroBike Program. Payment may be made in the form of direct payments or in-kind contributions.
- ii. **Capital Contributions.** The City will provide capital funding as needed to purchase best available equipment and keep in a usable state of good repair in an amount not to exceed:
  - a. \$200,000.00 in Fiscal Year 2020 (October 2019 through September 2020).
  - b. \$100,000 in Fiscal Year 2021 (October 2020 through September 2021).
  - c. \$100,000.00 in each Fiscal Year of the term of the Agreement (as defined below).
  - d. In addition, the City will fund at least 75% of the cumulative three phases of the MetroBike Strategic Expansion Plan, for a not to exceed amount of \$10,000,000.00.
- iii. **Operating Base Contribution.** The City will provide a permanent, centrally located operations base at an agreed-upon location that meets the needs of the operations and maintenance of the MetroBike Program as stated in Section A “Program Goals” above (the “Operations Base”), at no cost to the MetroBike Program. The Operations Base will include but will not be limited to accommodation of e-bicycle charging and access to on-site power and water utilities, information technology connections and accommodations, and 24-7 secure access. The Parties will coordinate to take further action as necessary or desirable to effectuate the operations base including entering into a space leasing agreement.

2. CapMetro’s contributions toward the Program include:

- i. **Operating Contributions.** CapMetro is responsible for all operating expenses above the City’s contribution set forth in Paragraph C.1.i above for ongoing operation and maintenance of the MetroBike Program. Annual operating budgets shall follow the established CapMetro annual budgeting process with final approval required from the CapMetro Board of Directors.
- ii. **Capital Contributions.** CapMetro will provide capital funding as needed to purchase best available vehicle stock in a usable state of good repair in an amount not to exceed:
  - a. \$200,000.00 in Fiscal Year 2020 (October 2019 through September 2020).

- b. \$100,000 in Fiscal Year 2021 (October 2020 through September 2021).
  - c. \$100,000.00 in each Fiscal Year of the Term of the Agreement (as defined below).
  - d. In addition, CapMetro will fund at least 25% of the cumulative three phases of the MetroBike Strategic Expansion Plan, for a not to exceed amount of \$3,300,000.00.
- iii. **Operating Base Contribution.** CapMetro is responsible for costs, if any, related to renovating and remodeling the Operations Base to meet the needs of the operations and maintenance of the MetroBike Program as stated in Section A “Program Goals”. Renovations may include but will not be limited to accommodation of e-bicycle charging, information technology connections and accommodations, Wi-Fi accommodations, and 24-7 secure access. CapMetro will allocate an amount not to exceed \$1,500,000 for the purpose of renovating and remodeling the operations base.
- 3. A Party may contribute additional funds, including in-kind contributions, to the Program at any time (“**Additional Contributions**”) if approved by either Parties’ Council or Board as necessary. Additional Contributions may be used toward capital funding or operations funding of the Program. Payment of an Additional Contribution by one Party will not obligate the other Party to match the contribution. Additional Contributions do not count towards the financial contributions outlined in Section C.
  - 4. Financial contributions made under this Agreement may be used only for the MetroBike Program and related expenses.
  - 5. Capital contributions will be prioritized for acquisition of bicycle fleet, MetroBike Stations, and the Operations Base(s) as needed to meet the Program Goals listed in Section A above.

**D. Assets.**

- 1. The City maintains ownership of the MetroBike Program assets, equipment, and inventory, including but not limited to the bicycles and e-bikes, bikeshare stations, and the BCycle license agreement.
- 2. CapMetro maintains ownership of the following items related to the Program: the “MetroBike” branding; any application integration with a CapMetro system; MetroBike storage cages; CapMetro facilities/bicycle infrastructure, maintenance equipment and inventories, bicycles that are not owned by The City, and other items purchased by CapMetro.
- 3. Upon termination of the City of Austin and BCycle Contract, CapMetro will procure a vendor for the provision of a public bicycle sharing system. CapMetro will seek input from the City in such procurement as permitted by CapMetro’s Acquisition Policy and applicable federal, state, and local procurement laws. CapMetro will directly oversee the contract for the public bicycle share provider resulting from such procurement,

including but not limited to the bicycles and e-bikes, bikeshare stations, software and hardware, and any associated license agreements.

**E. Financial Requirements, Management and Records**

1. The Parties will provide mutual access to inspect and audit the business records of the Program at any time.
2. The Parties will provide mutual access to all planning and operational documents for the Program.

**F. MetroBike Pass Fees.**

1. The Cap Metro Board of Directors has the sole authority for setting MetroBike pass fees and fee structures and may adjust such fees at any time in accordance with CapMetro's Fare Policy and applicable federal and state laws and regulations including but not limited to FTA Circular 4702.1B.
2. MetroBike fees collected through the CapMetro mobile application and the BCycle app will be credited to CapMetro to offset ongoing MetroBike operations and maintenance costs. Such credits will be calculated after deducting mobile application processing and credit card fees.

**G. Planning.**

1. The City is responsible for right of way planning and approvals related to the Program.
2. CapMetro is responsible for service area planning, system development and deployment planning, station alignment/location planning, program expansion timeline, and station design related to the Program.
3. The Parties will coordinate to further develop the concept of mobility hubs using coordinated bicycle and bus stops as the foundation to encourage more mobility options including but not limited to scooters or any other micro-mobility devices, subject to CapMetro's Service Standards and Guidelines and applicable federal, state, and local laws and regulations.

**H. Management and Daily Operations.**

1. The City is responsible for station permitting and engineering.
2. The City will use its best efforts to protect station access during special events (ACL, SXSW, etc.) and right-of-way closures due to construction.
3. CapMetro will employ only orderly and competent workers, skilled in the performance of the services which they will perform.
4. The Parties will develop service level objectives ("SLOs") for monitoring the quality and effectiveness of the MetroBike Program. The SLOs will be included in the annual report of the Program.



I. **Media and Marketing.**

1. CapMetro is the primary public media spokesperson regarding MetroBike, but will closely coordinate with the City. The Parties will establish a process to notify and consult with MetroBike Program stakeholders prior to either Party making public statements or conducting media interviews in an official capacity.
2. CapMetro will take the lead on social media for the MetroBike program and coordinate with the City of Austin.
3. CapMetro is responsible for public outreach and promotional campaigns for the MetroBike Program. Public outreach and promotional campaigns will be coordinated with the City of Austin.
4. CapMetro may advertise on MetroBike assets. The proceeds derived from advertising activities will be used to support the ongoing costs of operations and maintenance.

J. **Reporting.** The Parties will collaborate to establish an annual report on the status of the MetroBike program for the purposes of program transparency. The report will be based upon the Key Performance Indicators as outlined in the MetroBike Strategic Expansion Plan and will include recommendations for an annual work plan, both to be developed prior to October 1 of each year of the Term. In addition, the Parties will have access to MetroBikes’s data platform.

K. **City Pass Bank.** The City pass bank will remain in place with no change to the structure of the program. The City will offer City of Austin and Austin Energy employees MetroBike passes at no cost to the employee from the City pass bank.

L. **CapMetro Pass Program.** CapMetro will offer CapMetro employees and service providers MetroBike Passes at no cost to the employee (the “**CapMetro Pass Program**”).

M. **Term and Termination.** The term of this Agreement (“**Term**”) will commence on the last signature date of this Agreement (“**Effective Date**”) and will remain in effect through September 30, 2032. A Fiscal Year is defined as a one-year period that begins on October 1 and ends on September 30 of the following year. Either Party may terminate this Agreement, in whole or part, without cause, upon ninety (90) days’ prior written notice.

N. **Invoicing.**

The City will submit applicable payments as outlined in this agreement on a quarterly basis or as otherwise agreed by the Parties to:

Accounts Receivable  
Capital Metro Transportation Authority  
P.O. Box 6308  
Austin, Texas 78762-6308

O. **Availability of Funding.** This Agreement is dependent upon the availability of funding. The Parties’ payment obligations are payable only from current funds appropriated and available for the Agreement. A Party will provide the other Party written notice if it fails to appropriate funds to pay the amounts due under this Agreement. A Party will also notify the other Party as

soon as practicable if there is a reduction of the appropriated funds necessary for such Party to perform under this Agreement.

**P. General Terms and Conditions**

1. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. The City's Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action from the City or action from the CapMetro Board of Directors, but only to the extent necessary to implement and further the clear intent of City Council and CapMetro Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
2. **Further Instruments.** The Parties agree to execute and/or amend such other and further instruments and documents, including but not limited to the BSA Contract, as is or may become necessary or convenient to effectuate the terms of this Agreement and the Program.
3. **Maintenance of Records.** CapMetro and the City 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.
4. **Disputes.** Should any dispute arise between the Parties to this Agreement, then the City and CapMetro agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each Party within ten (10) days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of such a meeting and any subsequent meeting with respect to such a dispute shall be to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will, upon written notice of one Party to the other Party, given within ten (10) days following the expiration of such twenty (20) day period (a "**Request for Mediation**"), proceed directly to non-binding mediation as described below.
5. **Mediation.** If the efforts to resolve such dispute through negotiation fail within the period set forth in the foregoing section, or the City and CapMetro each waive the negotiation process, the Parties may select, within twenty (20) days after the date of the Request for Mediation or mutual waiver of negotiation, as applicable, a mediator trained in mediation skills to assist with resolution of the dispute. 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 the Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution

Center. The mediation shall take place in Austin, Texas. The Parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The Parties shall share the costs of the mediator equally. In the absence of a separate written agreement of the Parties to the contrary, the results of this mediation shall not be binding on either of the Parties.

6. **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 IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
7. **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, epidemics, pandemics, 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.
8. **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.
9. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
10. **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).
11. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.

12. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
13. **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.
14. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
15. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

The City:                   City of Austin  
                                  Austin Transportation Department  
                                  ATTN: Assistant Director  
                                  P.O Box 1088  
                                  Austin, Texas 78767-1088

CapMetro:   Capital Metropolitan Transportation Authority  
                                  Attn: VP, Demand Response and Innovative Mobility  
                                  2910 E. 5th Street  
                                  Austin, Texas 78702

With copy to:           Capital Metropolitan Transportation Authority  
                                  Attn: Chief Counsel  
                                  700 Lavaca St, Suite 1400  
                                  Austin, Texas 78702

16. **Sovereign Immunity.** 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. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.
18. **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.

19. **Prior Agreements.** This Agreement supersedes any and all prior agreement regarding this subject including the Original Agreement.
20. **Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.
21. **Contracting Authority.** The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

*[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 Effective Date.

**Capital Metropolitan Transportation Authority**

**City of Austin**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**EXHIBIT A**  
**METROBIKE STRATEGIC EXPANSION PLAN**

(attach)

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Board of Directors

Item #: AI-2022-401

Agenda Date: 5/23/2022

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute an Interlocal Agreement (ILA) with the City of Austin for MetroRail Projects Utilities & Urban Trail Betterments for an amount not to exceed \$750,337.

**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:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> 1.1 Safety & Risk            | <input checked="" 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 type="checkbox"/> 2.2 Organization Development      |
| <input type="checkbox"/> 2.3 Organization Culture     | <input checked="" 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 checked="" type="checkbox"/> 4.4 Project Connect        |  |

**EXPLANATION OF STRATEGIC ALIGNMENT:** Capital Metro enters into agreements with other governmental entities to maintain consistent quality in the development and construction of transit facilities and related system infrastructure. The proposed Interlocal Agreement (ILA) with the City of Austin has been created to further our partnership and cost effectively implement geographically related transit and mobility projects. The ILA will assist in Capital Metro’s goal to provide safe, attractive, accessible quality transit facilities and provide improvements for the city utilities and urban trail within the McKalla Station Project area.

**BUSINESS CASE:** Capital Metro continues to work with the City of Austin as a partner and provide utility improvements and betterments for the city infrastructure within the railroad ROW and therefore, intends to execute an Interlocal Agreement with the City of Austin for MetroRail Projects Utilities & Urban Trail Betterments. The City of Austin will reimburse Capital Metro for such Betterment.



**COMMITTEE RECOMMENDATION:** This item was considered and recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

**EXECUTIVE SUMMARY:** Currently, there are two wastewater lines, 21" diameter and 8" diameter within the project limits of the McKalla Station project that the City of Austin (Austin Water) intends to resize to 42" and 15" respectively. The City of Austin Public Works Department (Urban Trails) has also requested that Capital Metro to include a 13' wide shared use path (SUP) between Braker Lane and the Station Platform with a trench drain parallel to the westside track along railroad right of way (ROW). The City of Austin intends to reimburse Capital Metro for these improvements, therefore, an Interlocal Agreement (ILA) between Capital Metro and the City of Austin for MetroRail Project Betterments for the reimbursement for costs by the city is recommended to the Board for approval.

**DBE/SBE PARTICIPATION:** N/A

**PROCUREMENT:** Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

**RESPONSIBLE DEPARTMENT:** Capital Construction & Facilities Maintenance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-401**

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to enter into an interlocal agreement with the City of Austin for the MetroRail Project Betterments.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to negotiate and execute an Interlocal Agreement with the City of Austin for MetroRail Projects Utilities & Urban Trail Betterments for an amount not to exceed \$750,337.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**



# McKalla Station Betterments – Interlocal Agreement between CapMetro and the City of Austin

CapMetro Board, May 2022



# McKall Station Betterments Overview

## Mobility and safety improvement:

- Enhancing planned 8' sidewalk into a 13' shared use path from Braker Lane to rail station & Q2 Stadium

## Infrastructure improvements:

- Relocating and upsizing City wastewater lines

## City of Austin to reimburse CapMetro:

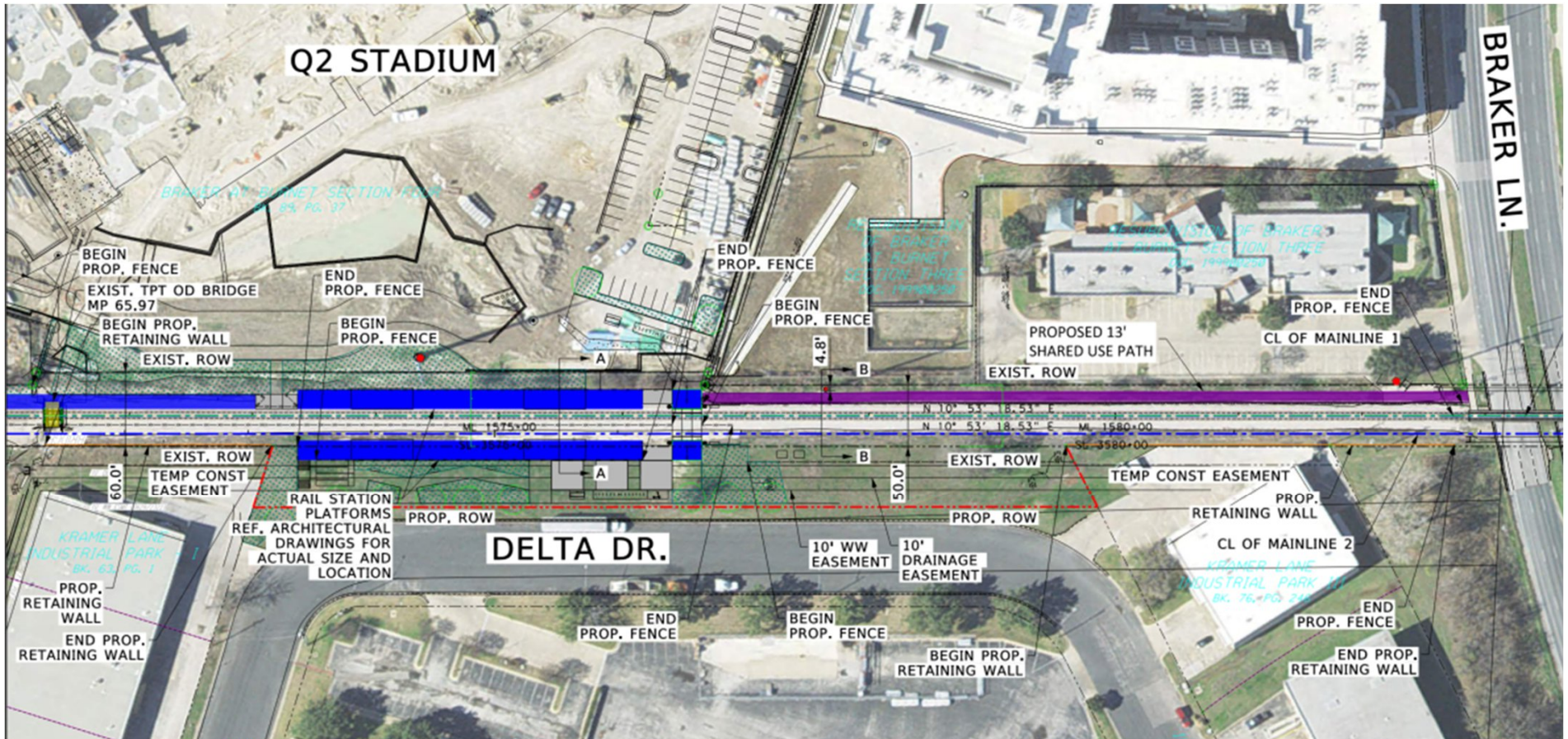
- Base Period: \$750,337 (reimbursement upon completion of each work item)

Other Station Contributions: \$3M "Stadco" Agreement (\$200,00/year x 15 yrs.)

Note: working to resolve and ensure construction and real estate access



# MetroRail Betterments Overview



Shared Use Path for Bikes and Pedestrians (purple)





# Thank you

CapMetro Board, May 2022



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Board of Directors

Item #: AI-2022-358

Agenda Date: 5/23/2022

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute an Interlocal Agreement (ILA) between Capital Metro and the City of Austin (City) for the reimbursement of project costs for the implementation of four Project Connect MetroRapid Lines and associated City transit and mobility projects for an initial term in an amount not to exceed \$2,140,000 and three one-year renewal periods in an amount not to exceed \$3,450,000, for a total not to exceed amount of \$5,590,000.

**FISCAL IMPACT:**

Refer to executive summary for clarification.

**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:** Executing an ILA with the City will facilitate and build the partnership between Capital Metro and the City of Austin on projects associated with the four Project Connect MetroRapid Lines. This partnership is integral to furthering mobility, the value of transit and resource optimization in our shared service area.

**BUSINESS CASE:** As Capital Metro executes the Project Connect MetroRapid Lines, this ILA will facilitate partnership and coordination with the city on public transportation and mobility projects. Furthermore, this ILA will eliminate the need for redundant procurements, mobilizations and construction on projects that are in the same geographic location, thus allowing more cost-effective, timely execution of capital projects by both parties. The funding for the proposed improvements is included in the respective capital project budgets.

**COMMITTEE RECOMMENDATION:** This item was recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

**EXECUTIVE SUMMARY:** Capital Metro is executing four Project Connect MetroRapid Lines. This ILA will allow the City of Austin to include MetroRapid work in the construction of City projects and for Capital Metro to reimburse the City for that work. Conversely, the ILA will allow Capital Metro to include City-led improvements related to MetroRapid in Capital Metro's project implementation and for the City to reimburse Capital Metro; these improvements are mostly bicycle and pedestrian infrastructure to enhance safety and mobility. The attachment to the ILA includes the projects that are currently under discussion and the not to exceed dollar amounts. Each project will be monitored and accounted for consistent with Capital Metro and City accounting requirements. The initial term of this agreement will extend through September 30, 2023. The attachment to the agreement identifies the projects to be completed in the initial term, including \$1,640,000 in projects to be reimbursed by the City and \$500,000 in projects to be reimbursed by Capital Metro. The three one-year renewal periods include an allocation of \$1,000,000 per year for the city to reimburse and \$150,000 per year for Capital Metro to reimburse.

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

**PROCUREMENT:** Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

**RESPONSIBLE DEPARTMENT:** Capital Construction and Facilities Management



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-358**

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

WHEREAS, the Board of Directors and Capital Metro management recognize the need to work in partnership with the City of Austin on projects associated with the Project Connect MetroRapid Lines.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the President & CEO, or his designee, is authorized to negotiate and execute an Interlocal Agreement (ILA) between Capital Metro and the City of Austin (City) for the reimbursement of project costs for the implementation of four Project Connect MetroRapid Lines and associated City transit and mobility projects for an initial term in an amount not to exceed \$2,140,000 and three one-year renewal periods in an amount not to exceed \$3,450,000, for a total not to exceed amount of \$5,590,000.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**



# MetroRapid Interlocal Agreement

CapMetro Board, May 2022



CapMetro



# MetroRapid Program Overview

Pleasant Valley Line: under construction

Estimated start of revenue service: Mid 2023

Expo Line: under construction

Estimated start of revenue service: Mid 2023

Gold Line: in design

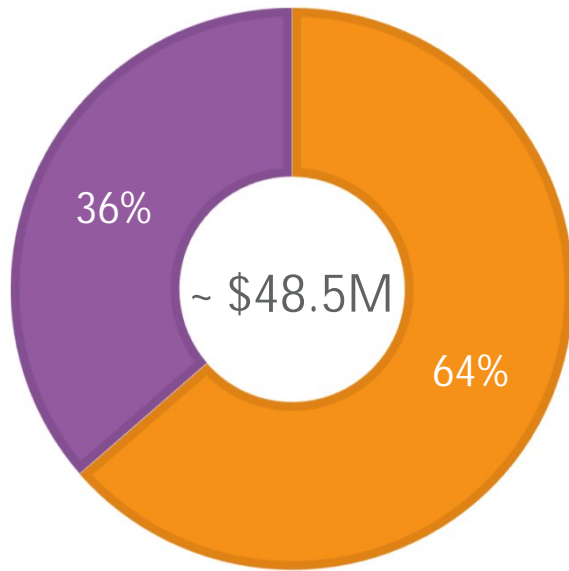
Menchaca & Oak Hill Extension Projects: in design



# MetroRapid Program Overview

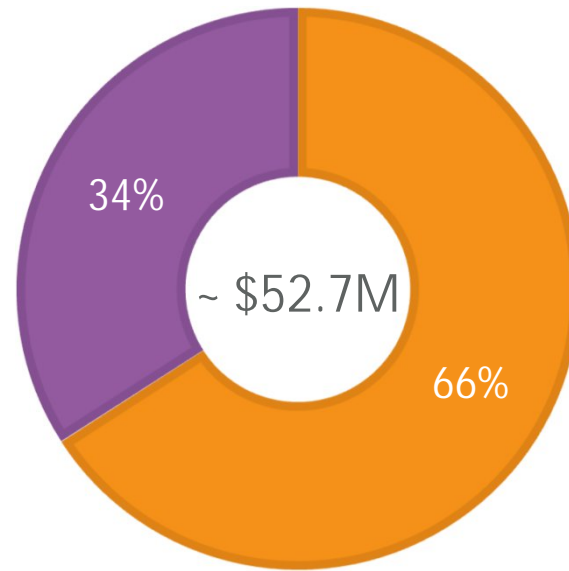
## METRORAPID EXPO LINE

■ FTA Grant Funding\*   ■ Local Funding\*\*



## METRORAPID PLEASANT VALLEY LINE

■ FTA Grant Funding\*   ■ Local Funding\*\*



\* Estimated FTA Commitment. SSGA Pending.

\*\* Estimated local funding comprised of Project Connect tax proceeds.

Final Project Costs Pending Final Design and Project Delivery



# MetroRapid Mobility Betterments Interlocal Agreement

- CapMetro project budget includes multimodal improvements within project boundaries
  - Betterments are mobility improvements outside of project boundaries and scope (i.e., sidewalks connecting further, or on opposite sides of the street) that compliment MetroRapid project or connect to other City mobility projects
  - ILA provides for additional mobility and safety improvements including shared use paths, bikeways, pedestrian islands and crossings, and design of additional mobility features
- City of Austin to reimburse CapMetro:
  - Base Period: up to \$1.64 M for related mobility betterments
  - Three one-year options: up to \$1 M per year for mobility improvements
- CapMetro to reimburse City of Austin:
  - Base Period: up to \$500,000 for design of mobility improvements
  - Three one-year options: up to \$150,000 per year for mobility improvements
- Flow of funds is on a reimbursement basis, once subprojects are completed



## Benefits provided through ILA partnership between CapMetro & City



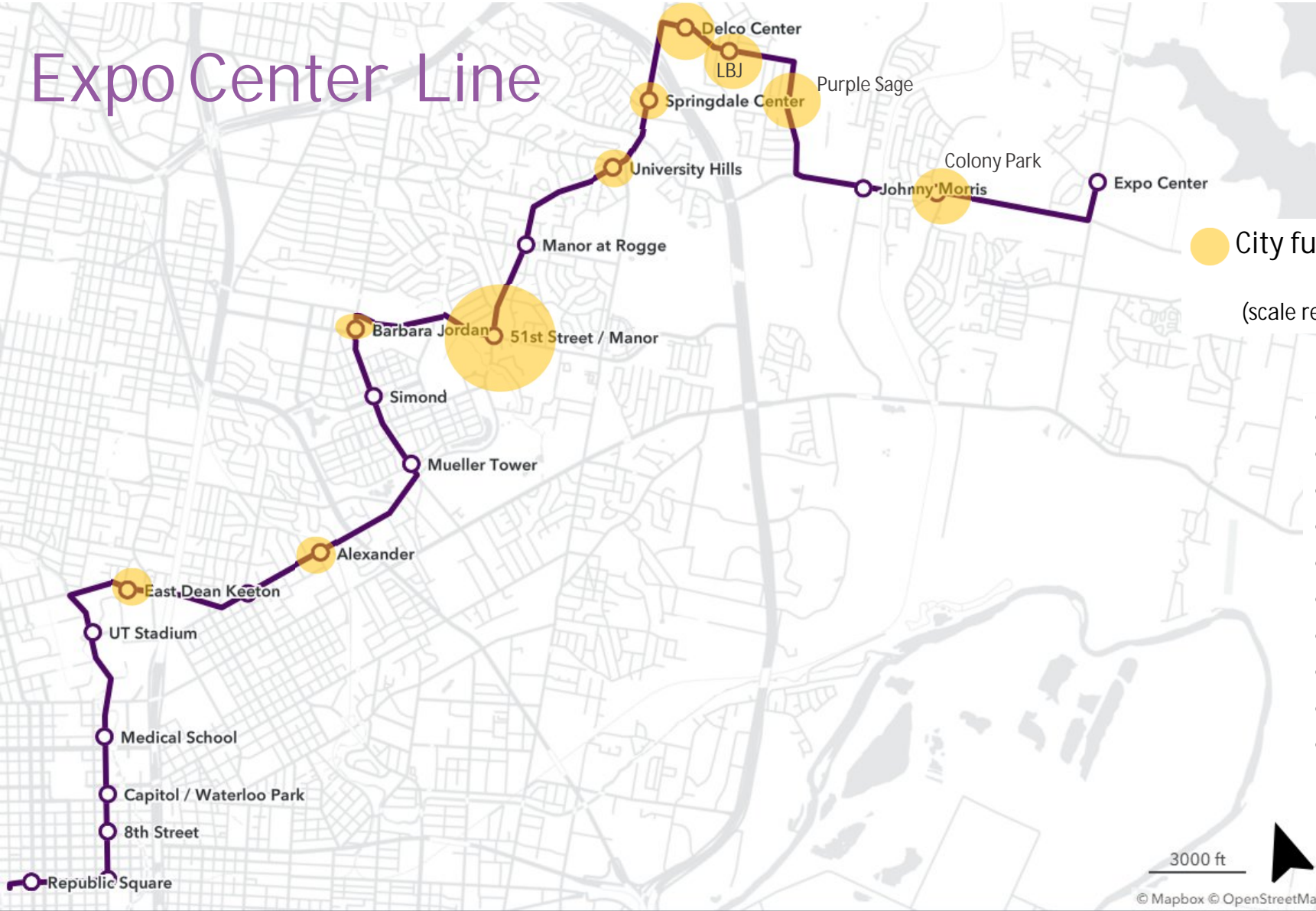
Demonstrated partnership and coordination between the City of Austin and CapMetro

Helps customers with “last mile” connection and provides connections to existing bike and pedestrian ways

Efficient use of public funding by using single construction procurement & mobilization, and minimizing disruption to community during construction



# Expo Center Line



● City funded improvements  
(scale relative to dollar amount)

- Colony Park
- Purple Sage
- LBJ
- Delco Center
- Springdale Center
- University Hills
- 51<sup>st</sup> / Manor
- Barbara Jordan
- Alexander
- East Dean Keeton

# Pleasant Valley Line



● City funded improvements

● Capital Metro funded improvement

(scale relative to dollar amount)

- Barbara Jordan
- ACC Eastview
- East Oltorf
- Iroquois
- Mission Hill
- Dove Springs





# Betterments funded through Interlocal Agreement (base period)

(reimbursement upon completion of each work item)

| Project Type                        | Performing Party | Project Location         | Improvement Scope   | Anticipated City of Austin Contribution | Anticipated Capital Metro Contribution | Federal Clauses |
|-------------------------------------|------------------|--------------------------|---|---|--|-----------------|
| Design and/or construction services | City of Austin   | Multiple                 | Design and/or construction services in support of MetroRapid program elements                 | \$ -                                    | \$ 500,000.00                          |                 |
| Intersection Improvements           | Capital Metro    | Manor Rd. at 51st St     | Protected intersection design with bicycle and pedestrian improvements on two of four corners | \$ 680,000.00                           | \$ -                                   | Yes             |
| Station Improvements                |                  | Dove Springs (NB & SB)   | Shared use path accommodation   | \$ 30,000.00                            | \$ -                                   | Yes             |
|                                     |                  | ACC Eastview (NB)        | Enhanced two-way cycle track  | \$ 30,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Springdale (NB)          | Shared use path accommodation   | \$ 90,000.00                            | \$ -                                   | Yes             |
|                                     |                  | University Hills (NB)    | Corner connection to adjacent bikeway   | \$ 50,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Iroquois                 | Pedestrian crossing island contribution   | \$ 15,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Mission Hill             | Pedestrian crossing island contribution   | \$ 15,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Village Square (NB & SB) | Shared use path accommodation   | \$ 60,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Alexander (SB)           | Enhanced parking protected bike lane  | \$ 65,000.00                            | \$ -                                   | Yes             |
|                                     |                  | LBJ (NB)                 | Two-way cycle track accommodation, pedestrian crossing island contribution                    | \$ 115,000.00                           | \$ -                                   | Yes             |
|                                     |                  | Delco Center (NB)        | Two-way cycle track accommodation, pedestrian crossing island contribution                    | \$ 115,000.00                           | \$ -                                   | Yes             |
|                                     |                  | East Dean Keeton (NB)    | Enhanced parking protected bike lane  | \$ 70,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Barbara Jordan (NB)      | Minor bike lane enhancement at corner   | \$ 25,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Oltorf East (NB & SB)    | Corner connection to adjacent bikeway, enhanced bike lane                                     | \$ 65,000.00                            | \$ -                                   | Yes             |
|                                     |                  | Colony Park (NB)         | Two-way cycle track accommodation   | \$ 100,000.00                           | \$ -                                   |                 |
|                                     |                  | Purple Sage (SB)         | Two-way cycle track accommodation, pedestrian crossing island contribution                    | \$ 115,000.00                           | \$ -                                   | Yes             |
| TOTAL:                              |                  |                          |   | \$ 1,640,000.00                         | \$ 500,000.00                          |                 |

NOTE: Table does not include total \$ investment at each location, only \$ facilitated through ILA.



## Total Flow of Funds in Interlocal Agreements

| Project                         | FY 2023 Amount | FY 2024 Amount | FY 2025 Amount | FY 2026 Amount | Total Amounts |
|---------------------------------|----------------|----------------|----------------|----------------|---------------|
| MetroRapid Betterments for City | \$1,640,000    | \$1,000,000    | \$1,000,000    | \$1,000,000    | \$4,640,000   |
| MetroRapid Betterments for CMTA | \$500,000      | \$150,000      | \$150,000      | \$150,000      | \$950,000     |
| Total                           | \$2,140,000    | \$1,150,000    | \$1,150,000    | \$1,150,000    | \$5,590,000   |

(reimbursement upon completion of each work item)





# Thank you

CapMetro Board, May 2022



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Board of Directors

Item #: AI-2022-424

Agenda Date: 5/23/2022

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute amendments to Interlocal Agreements (ILAs) with the Cities of Manor, Lago Vista, Jonestown, Point Venture, and San Leanna for the FY2022 Build Central Texas Program.

**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:** This interlocal agreement outlines the terms and conditions under which the cities of Manor, Lago Vista, Jonestown, Point Venture, and San Leanna are eligible to receive funding under the Build Central Texas (BCT) Program to support transit supportive infrastructure projects.

**BUSINESS CASE:** The ILAs with these member cities need to be amended to include direction from the board of directors related to funding allocations and to facilitate further expansion of the Build Central Texas (BCT) program for suburban member cities of CapMetro. These interlocal agreements are intended to provide support for transportation system improvement projects in suburban communities.

**COMMITTEE RECOMMENDATION:** This item will be presented to the full board on May 23, 2022.

EXECUTIVE SUMMARY: The Build Central Texas (BCT) program was developed by CapMetro to assist suburban member cities with transit supportive infrastructure projects. The program is proposed for expansion for the purpose of providing funds for capital projects in an amount equal to the difference between the sales tax contributions attributed to the suburban member city and Total Costs of Service attributed to the suburban member city. In addition, the amendments to these existing ILAs will provide a mechanism for the additional infrastructure funding available in FY2022 to be allocated and disbursed.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Government Affairs

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-424**

WHEREAS, Capital Metro has a strong interest in serving all the members of its service area, which today include the cities of Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, San Leanna, and parts of Travis and Williamson counties, and in the success of their economic development as they grow in population;

WHEREAS, Capital Metro’s partnership with suburban cities in the Central Texas area is critical in addressing our regional transportation challenges and in the success of our overall transportation systems; and

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

WHEREAS, Build Central Texas (BCT) has been a valuable program since May 2004, enabling funds to return to our small member cities for transit supportive infrastructure development; and WHEREAS, the Capital Metro Board directed staff on January 12, 2022 to pursue using the BCT program annual fiscal year surplus sales tax revenue above the annual fiscal year total costs of service to regional communities for transit supportive infrastructure beginning in Fiscal Year 2022; and

WHEREAS, the Capital Metro Board approved an additional \$10M for FY2022 BCT funds on March 28, 2022 to fund transit supportive infrastructure projects proposed by small member cities.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to finalize and execute amendments to Interlocal Agreements with the cities of Manor, Lago Vista, Jonestown, Point Venture, and San Leanna for the Build Central Texas Program - Suburban Communities Program (BCT) and include its proportional share of the \$10M Transit Capital Investment for FY2022.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

# Build Central Texas Interlocal Agreements

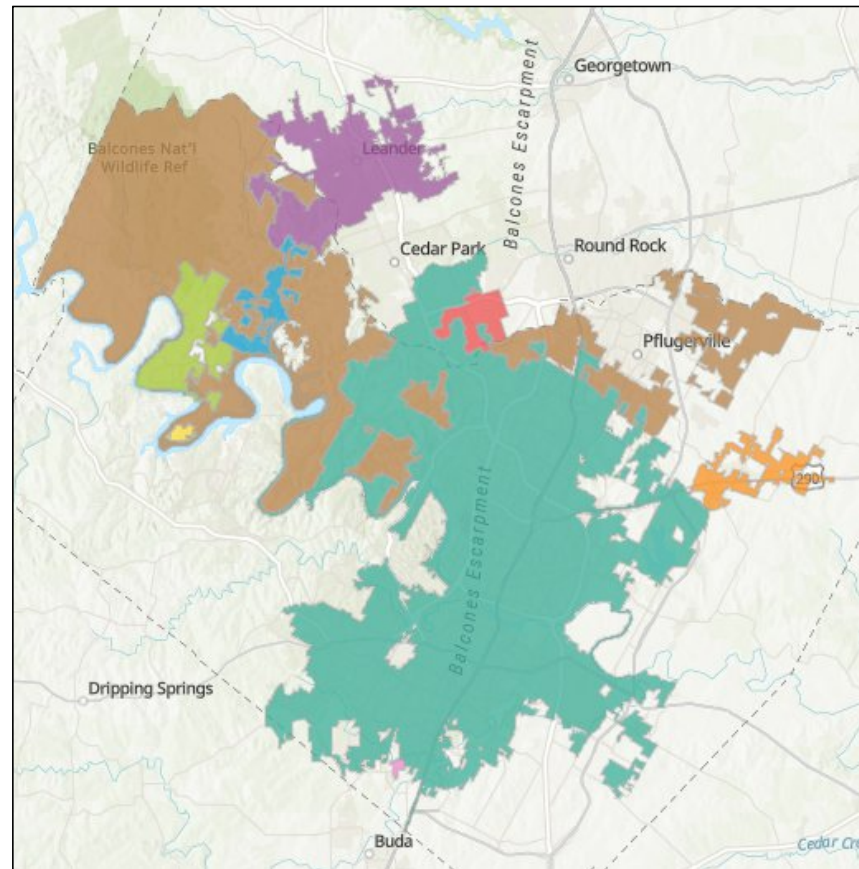
Sam Sargent

Director, Government Affairs

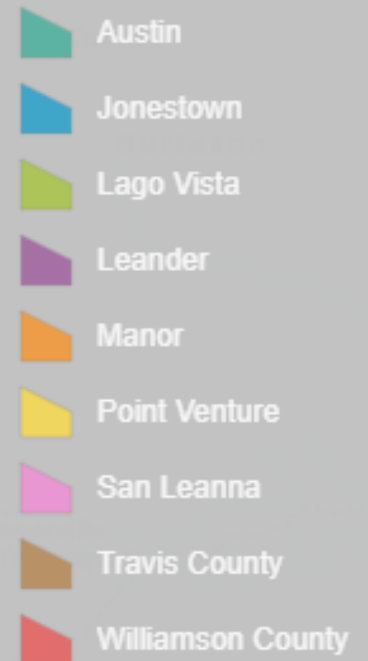
May 23, 2022

# CapMetro Suburban Cities

- 7 member cities, each paying 1-cent of sales tax for transit services.
- As Central Texas grows, sales tax contributions to CapMetro continue to increase.



## CapMetro Service Area





# History of Capital Contribution Programs

- CapMetro provides funding for transit-supportive capital projects in suburban member cities that contribute more in sales tax than transit services received:
  - Build Greater Austin (BGA) – previous program, from 1994 to 2004, for street and sidewalk repairs in all Capital Metro member cities.
  - Build Central Texas (BCT) – launched in 2005, annual funding program currently for Manor, Lago Vista, Jonestown, Point Venture, and San Leanna.
- Following the failed 2000 light rail proposition, CapMetro and the City of Austin agreed to share 25% (“Quarter Cent”) of sales tax for transportation projects.
- Leander added to the new, expanded BCT program following a March 2022 CapMetro Board action, pending May 2022 local election results.

# Expanded BCT Program – Today's Action

- New CapMetro ILAs with 5 suburban member cities:
  - Each city to receive portion of new \$10 million transit supportive infrastructure funds, based on sales tax contributions relative to other small member cities.
  - Annual BCT funding for transit supportive infrastructure, in amount equal to the difference between sales tax contribution and total cost of service in city.
  - Updated guidelines for selecting and funding transit supportive infrastructure, providing CapMetro technical assistance with planning and grants, audit rights.

# Expanded BCT Program – Capital Contributions

- Expanded BCT program to allocate funds for transit supportive infrastructure in the following amounts for suburban member cities:

| Suburban City | Updated BCT | FY2022 Capital Fund | FY2021 Sales Tax | FY2021 Service Cost |
|---------------|-------------|---------------------|------------------|---------------------|
| Leander       | \$1,921,057 | \$7,417,923         | \$9,600,436      | \$7,936,032         |
| Manor         | \$1,065,048 | \$1,585,190         | \$2,051,587      | \$986,539           |
| Lago Vista    | \$87,328    | \$702,154           | \$908,743        | \$779,416           |
| Jonestown*    | \$0         | \$182,739           | \$236,504        | \$274,167           |
| Point Venture | \$53,964    | \$71,830            | \$92,964         | \$0                 |
| San Leanna    | \$23,981    | \$51,981            | \$51,981         | \$0                 |

\*Jonestown receives \$37,663 more in CapMetro services than sales tax contributions, therefore BCT is \$0.

Board of Directors

Item #: AI-2022-411

Agenda Date: 5/23/2022

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with 22<sup>nd</sup> Century Technologies for temporary staffing services for a two-year base period and three (3), one-year options for a cumulative amount not to exceed \$14,945,765.

**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:** Award of this contract will assist in assuring the best utilization of People & Culture Talent Acquisition Resources by filling positions as needed (FTEs and Temporary assignments); will contribute toward continuous improvement and business continuity.

**BUSINESS CASE:** This contract will allow us to provide temporary staffing as needed for special short to long term projects as requested by departments in addition to short term backfills.

**COMMITTEE RECOMMENDATION:** This item will be presented to the full board on May 23, 2022.

**EXECUTIVE SUMMARY:** Capital Metro utilizes temporary employees to meet staffing needs in the following

areas: 1) To work on planned projects that cannot be completed solely with existing staff and 2) to perform critical functions during periods of recruitment for vacant positions and 3) to fill a temporary assignment that does not require a long-term commitment. The use of temporary employees under these circumstances allows departments across the Authority to continue to meet specified goals and objectives despite shortages in talent and/or capacity.

Capital Metro utilizes temporary staffing to support our professional and administrative needs across the organization. In an effort for continuous improvement and greater efficiencies we will be transitioning from eight (8) separate contracts to one (1) on-site primary vendor. For resource optimization having one onsite vendor reduces People & Culture's ongoing involvement to fill positions, manage the staffing contract and department staffing needs.

If approved, 22<sup>nd</sup> Century Technologies will serve as a staffing partner with a team of recruiters across the US. They offer a wide variety of benefits to their contingent workforce that align well with Capital Metro's benefit offerings. With their onsite presence, Capital Metro will have a dedicated resource consistently available to focus on our current staffing needs as well as preparing for our future needs.

DBE/SBE PARTICIPATION: Choose an item.

PROCUREMENT: On February 17, 2022, a Request for Proposals was issued and formally advertised. By the closing date of March 17, 2022, twenty-one (21) proposals were received. The proposals were evaluated based on the following factors:

- (1) The offeror's demonstrated understanding of the project undertaking as described in the proposal, including the plan and approach proposed by the offeror specifically as it pertains to onsite management.
- (2) The offeror's demonstrated, relevant work experience/background and capabilities of the organization as a whole on projects of similar size, scope, complexity, and nature.
- (3) Qualifications, experience, and capabilities of the proposed project team including onsite coordinator.
- (4) The offeror's demonstrated knowledge and experience in diversity recruitment efforts. Each of the proposals were given ratings of Excellent, Acceptable, Marginal or Unacceptable. Proposals were evaluated, oral discussions were held with eight firms and a Final Proposal Revision (FPR) was requested from four firms. 22<sup>nd</sup> Century Technologies was recommended for Board authorization. The resulting contract will be a fixed price indefinite quantity/indefinite delivery contract with a total not to exceed price of \$14,945,765 over the five-year term of the contract.

RESPONSIBLE DEPARTMENT: People and Culture

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-411**

WHEREAS, the Capital Metro Board of Directors and Capital Metro management recognize the need for temporary services to augment and support Capital Metro in its efforts to conduct business efficiently and to assist in meeting specific goals and objectives of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with 22<sup>nd</sup> Century Technologies for temporary staffing services for a two-year base period and three (3), one-year options for a cumulative amount not to exceed \$14,945,765.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**



# On-site Temporary Staffing Services RFP

Board of Directors Meeting May 23, 2022

# Introduction

## Staffing Agency History

- Over 10 continuous years utilizing third-party staffing agencies
- Purpose: To Supplement staff for project related work and to fill staffing gaps.



# Supporting Analysis

- Labor Market - Texas/Austin Unemployment Rate
  - Average Wage Increase up over 5%
  - Texas Unemployment 4.4
  - Austin Unemployment 2.2

## Sample Types of Positions

Construction Project Managers

Customer Service Representatives

Technology Project Managers

Apps Sys Analysts

Support Specialists

Accountants

Contract Administrators

# Transition from 8 Agencies to 1

- One vendor would offer more streamlined and efficient processes including reporting and data analysis.
- On Site Coordinator to work directly with Hiring Managers
  - Readily available data
  - Enhanced employee experience
  - Enhanced hiring manager experience
  - Communication, productivity, and delivered services are greatly enhanced
  - Optimizes teamwork
  - Nationwide recruiting force

## Recommended Vendor



### Introducing 22<sup>nd</sup> Century Technologies, Inc (TSCTI)!

- 24 yrs of experience providing temporary staffing services to various governmental agencies (i.e. DART, WMATA, Department of Information Resources, City of Austin, Texas Comptroller of Public Accounts)
- TSTCI is a Certified Minority-owned firm with a goal to improve workforce Diversity internally and externally for all clients
- TSTCI is SBE Responsive and has subcontracted with PriceSenze LLC in Austin, TX (Asian/Female owned business)
- Headquartered in McLean, Virginia, Local Office on Lavaca Street in Austin, TX.

# Recommended Vendor



## Projected Not to Exceed Contract Amount

|                                    |                  |
|------------------------------------|------------------|
| Base Year 1                        | \$ 2,571,462.40  |
| Base Year 2                        | \$ 2,610,034.34  |
| Option 1                           | \$ 2,649,184.85  |
| Option 2                           | \$ 2,688,922.62  |
| Option 3                           | \$ 2,729,256.46  |
| Primary Onsite Coordinator - TOTAL | \$ 696,904.00    |
| Contingency                        | \$ 1,000,000.00  |
| 5 Year Contract                    | \$ 14,945,764.67 |

- Mark up
  - Historical Average 27%
  - Proposed Vendor Average 23.5%

## Recommended Vendor



Diversity Recruitment efforts include:

- ✓ Utilize diversity sites such as DiversityWorking.com, Diversity Jobs.com, WorkplaceDiversity.com, iHispano, Black Career Network, Black Jobs, Hispanic/Latino Professionals Association (HLP), and many more
- ✓ Utilize diversity partners such as Generation USA, Hire Diversity, & IMDiversity
- ✓ Participation in diversity-focused Job Fairs
- ✓ Recruit graduate students from underrepresented groups into the field

# Recommended Vendor



## Employee Offerings (Retention, Incentives and Benefits)

- Mentorship Program
- Internal interest/user groups (ie Employee Resource Groups)
- Career path Designs
- Annual Appraisals
- 4,000 free courses available to staff for development in the “Center of Excellence”
- Benefits available to staff on Day One!
  - 401(k)
  - Medical (3 different plans available through UMR a subsidiary of UnitedHealthcare)
  - Wellness Programs
  - Short/Long Term Disability
  - PTO/Sick Leave
  - Continuing Education

# Recommended Vendor Alignment

## CapMetro

- Focus on Diversity
- Employee Benefits
- Employee Recognition / Reward
- Employee Wellness Program
- Annual Performance Reviews
- People Development Opportunities

## 22<sup>nd</sup> Century (TSCTI)

- Focus on Diversity
- Employee Benefits
- Employee Recognition / Reward
- Employee Wellness Program
- Annual Performance Reviews
- People Development Opportunities



On-site Temporary Staffing Services RFP

# QUESTIONS

Board of Directors Meeting May 23, 2022



Board of Directors

Item #: AI-2022-422

Agenda Date: 5/23/2022

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with AECOM Technical Services, Inc. in the amount of \$7,000,000 for Orange Line Engineering Design Services including a contingency for any future work needed to complete the Environmental and Preliminary Engineering phase of the program. The contract terms remain consist with the existing contract for a base period of one year with one option period of two years plus one option period of one year.

**FISCAL IMPACT:**

Funding for this action is available in the FY2022 and (proposed) FY2023 Capital Budgets.

**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 Orange Line consultant will be a member of team to advance the implementation of the Project Connect program. They will provide expertise in developing and screening alternatives and advancing environmental documentation and clearance for the proposed Orange Line.

**BUSINESS CASE:** Project Connect is a multigenerational plan to improve transit throughout the region and allows Capital Metro to position the agency accordingly to handle future growth in the region. The Orange Line consultant team provides additional resources and expertise to bring Project Connect from the planning stage, through the environmental and preliminary engineering phases.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

EXECUTIVE SUMMARY: Capital Metro has embarked on an update to the long-term vision for the agency through Project Connect since 2016. Over the past six years, corridors have been identified to create a high-capacity transit system and numerous projects have been identified to help improve existing services and create new services. The Project Connect System Plan and the Orange Line Locally Preferred Alternative were adopted by the Capital Metro Board on June 10, 2020. An Initial Investment of the System Plan was brought forward on July 28, 2020. A funding source for the Initial Investment was then brought forward to City of Austin voters and approved on November 3, 2020. To continue to advance the Orange Line through Engineering/NEPA the AECOM team will provide national expertise in similar programs. Elements of work include: project management, FTA coordination, planning, environmental, engineering, public involvement.

DBE/SBE PARTICIPATION: The DBE goal is 10%. The contractor will exceed the goal utilizing the following DBE subcontractors.

| DBE Subcontractors                   | Services/Products              | DBE Responsive |
|--------------------------------------|--------------------------------|----------------|
| Alliance Transportation Group, Inc.  | Engineering Support            | 7%             |
| McGray & McGray Land Surveyors, Inc. | Surveying/Mapping              | 10%            |
| MWM Design Group                     | Utility Coordination           | 2%             |
| The Rios Group                       | Subsurface Utility Engineering | 2%             |
|                                      |                                | <b>21%</b>     |

PROCUREMENT: On March 25, 2019 Capital Metro awarded a contract to AECOM Technical Services, Inc for Orange Line Engineering Design Services. On December 14, 2020 Capital Metro modified the contract with AECOM for Orange Line Engineering Design Services to a new total of \$33,313,607. This resolution requests approval to execute a contract modification to the base contract with AECOM in an amount not to exceed \$7,000,000 including contingency for the work to be done on Project Connect. The contract maintains the current terms for a base period of one year with one option period of two years plus one option period of one year. The revised base contract amount is \$40,313,607.

RESPONSIBLE DEPARTMENT: Project Connect

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-422**

WHEREAS, the Board of Directors has determined that Project Connect shall be advanced with Orange Line Preliminary Engineering/Environmental professional services by AECOM under this contract; and

WHEREAS, to provide continuous program support, options will be executed during the program; and

WHEREAS, the Board of Directors authorized the President & CEO, or his designee, to enter into a contract with AECOM as the Orange Line Preliminary Engineering and Environmental work being done on Project Connect in accordance with the NEPA process and FTA requirements.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to execute a contract modification with AECOM in the amount of \$7,000,000 for Phase II of the Orange Line including a contingency for any future work needed to complete the Environmental and Preliminary Engineering phase of the program in accordance with the NEPA process and FTA requirements.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

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Board of Directors

Item #: AI-2022-423

Agenda Date: 5/23/2022

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with HNTB Technical Services, Inc. in the amount of \$6,000,000 for Blue Line Engineering Design Services including a contingency for any future work needed to complete the Environmental and Preliminary Engineering phase of the program. The contract terms remain consist with the existing contract for a base period of eleven months with two option periods of one year.

**FISCAL IMPACT:**

Funding for this action is available in the FY2022 and (proposed) FY2023 Capital Budgets.

**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 Blue Line consultant will be a member of team to advance the implementation of the Project Connect program. They will provide expertise in developing and screening alternatives and advancing environmental documentation and clearance for the proposed Blue Line.

**BUSINESS CASE:** Project Connect is a multigenerational plan to improve transit throughout the region and allows Capital Metro to position the agency accordingly to handle future growth in the region. The Blue Line consultant team provides additional resources and expertise to bring Project Connect from the planning stage, through the environmental and preliminary engineering phases.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 11, 2022.

EXECUTIVE SUMMARY: Capital Metro has embarked on an update to the long-term vision for the agency through Project Connect since 2016. Over the past six years, corridors have been identified to create a high-capacity transit system and numerous projects have been identified to help improve existing services and create new services. The Project Connect System Plan and the Blue Line Locally Preferred Alternative were adopted by the Capital Metro Board on June 10, 2020. An Initial Investment of the System Plan was brought forward on July 28, 2020. A funding source for the Initial Investment was then brought forward to City of Austin voters and approved on November 3, 2020. To continue to advance the Blue Line through Engineering/NEPA the HNTB team will provide national expertise in similar programs. Elements of work include: project management, FTA coordination, planning, environmental, engineering, public involvement.

DBE/SBE PARTICIPATION: Contractor established "Good Faith" efforts and will be utilizing the following DBE subcontractor/s. The DBE goal is 10%. The contractor will exceed the goal utilizing the following DBE subcontractors.

| DBE Subcontractors                        | Services/Products              | DBE Responsive |
|---|--------------------------------|----------------|
| Balcones Geotechnical, LLC                | Geotechnical Engineering       | 4%             |
| Cambridge Systematics                     | Ridership Modeling             | 1%             |
| Civic Collaboration, LLC                  | Public Involvement             | 2%             |
| CobbFendley                               | Surveying                      | 8%             |
| Cox McClain Environmental Consulting, Inc | Environmental Planning         | 2%             |
| Cross-Spectrum Acoustics, Inc             | Noise and Vibration Consulting | 1%             |
| Cultural Strategies, Inc                  | Public Involvement             | 1%             |
| Fugro                                     | Geotechnical Engineering       | 8%             |
| KFriese + Associates                      | Civil Engineering              | 7%             |
| Nelson Nygaard                            | Planning Consulting            | 3%             |
| Sunland Group, Inc.                       | Design & Planning Consulting   | 1%             |
|   |                                | <b>38%</b>     |

PROCUREMENT: On April 22, 2019 Capital Metro awarded a contract to HNTB Technical Services, Inc for Blue Line Engineering Design Services. On December 14, 2020 Capital Metro modified the contract with HNTB for Blue Line Engineering Design Services to a new total of \$29,201,549. This resolution requests approval to

execute a contract modification to the base contract with HNTB in an amount not to exceed \$6,000,000 including contingency for the work to be done on Project Connect. The contract maintains the current terms for a base period of eleven months with two option periods of one year. The revised base contract amount is \$35,201,549.

RESPONSIBLE DEPARTMENT: Project Connect

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-423**

WHEREAS, the Board of Directors has determined that Project Connect shall be advanced with Blue Line Preliminary Engineering/Environmental professional services by HNTB under this contract; and

WHEREAS, to provide continuous program support, options will be executed during the program; and

WHEREAS, the Board of Directors authorized the President & CEO, or his designee, to enter into a contract with HNTB as the Blue Line Preliminary Engineering and Environmental work being done on Project Connect in accordance with the NEPA process and FTA requirements.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to execute a contract modification with HNTB in the amount of \$6,000,000 for Phase II of the Blue Line including a contingency for any future work needed to complete the Environmental and Preliminary Engineering phase of the program in accordance with the NEPA process and FTA requirements.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**

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Board of Directors

Item #: AI-2022-441

Agenda Date: 5/23/2022

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**SUBJECT:**

Approval of a resolution appointing an Interim President and CEO.

**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:** Appointment of the Interim President & CEO contributes to organizational development by providing executive leadership until a new President & CEO is selected and begins employment with Capital Metro.

**BUSINESS CASE:** The Interim President & CEO will ensure the continuity of business operations and service while the process of naming a new President & CEO is underway.

**COMMITTEE RECOMMENDATION:** This item will be presented to the full board on May 23, 2022.

**EXECUTIVE SUMMARY:** President & CEO Randy Clarke has announced his intention to leave Capital Metro in June. As the Board begins the recruitment and selection of a replacement for Mr. Clarke, an Interim President & CEO is necessary to help guide the agency until a permanent successor is named.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: People and Culture

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-441**

WHEREAS, the Board of Directors has been made aware that President & CEO Randy Clarke will be leaving Capital Metro for a new position as the General Manager of Washington Metropolitan Area Transit Authority in June; and

WHEREAS, the Board desires to designate an experienced Interim President & CEO to manage the day to day operation of the Authority until a permanent President & CEO begins employment.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Board of Directors that \_\_\_\_\_ is hereby designated as the Interim President & CEO effective immediately upon the termination of the Employment Agreement between Capital Metro and current President & CEO Randy Clarke.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Leslie Pool**



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-442

**Agenda Date:** 5/23/2022

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Discussion of the Proposed Amendment to the CapMetro Bylaws

# Capital Metropolitan Transportation Authority

## Bylaws of the Board of Directors

Approved Dec. 18, 2017

## **Article 1 – The Authority**

**Section 1.1. Creation.** Pursuant to the provisions of Article 1118x, Texas Revised Civil Statutes, as amended and recodified as Chapter 451 of the Texas Transportation Code (“Code”), and pursuant to a favorable vote of the qualified voters in a confirmation and tax election held January 19, 1985, a metropolitan rapid transit authority, is created and exists in the City of Austin, Texas, constituting the environs of the “principal city” as defined herein, and any other such areas that may subsequently vote to join the Authority. The Authority is a political subdivision of the state of Texas. Pursuant to Section 451.107 of the Code, power is granted to the Authority’s Board of Directors to adopt rules and regulations and such bylaws as it may deem necessary.

**Section 1.2. Name.** The name of the Authority shall be the Capital Metropolitan Transportation Authority (“Authority”).

**Section 1.3. Purpose and General Powers.** The purpose of the Authority shall be to plan, develop and operate public transportation services within the territory of the Authority and to exercise any other powers and duties as allowed or specified in the Code, and other applicable state and federal law. The Authority shall constitute a political entity and corporate body, exercising public and essential governmental functions, having the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Code.

**Section 1.4. Territory.** The territory of the Authority shall constitute the corporate limits of the City of Austin, being the principal city; the corporate limits of the following incorporated municipalities within Travis County: Lago Vista, Point Venture, San Leanna, Manor and Jonestown; the following incorporated municipalities located within Williamson County: Leander; a portion of Commissioner’s Precinct Number 1 of unincorporated Williamson County known as Anderson Mill; and Commissioner’s Precinct Number 2 of unincorporated Travis County; and any other town or county area wherein the voters elect to become a part of the Authority pursuant to Sec. 451.552 of the Code.

## **Article 2 – The Board of Directors**

**Section 2.1. Governing Body.** The governing body of the Authority shall be the Board of Directors (“Board”). The responsibility for the management, control and operation of the Authority and its properties is vested in the Board.

### **Section 2.2 Powers of the Board.**

2.2.1 The Board shall exercise its responsibility as the governing body of the Authority by adopting all general policies of the Authority, including the adoption of annual capital and operating budgets, the establishment of the goals of the Authority, adoption of a strategic plan, and the selection and performance evaluation of a general manager (President/Chief Executive Officer) and a qualified individual to perform internal auditing services.

2.2.2 Rules and Regulations. The Board may adopt and enforce rules and regulations for such purposes as provided in Section 451.107 of the Code. All rules and regulations established by the Board shall be published and made available for public review in accordance with the Code.

2.2.3 The Board shall adopt and impose reasonable and nondiscriminatory fares and charges for the use of the system and shall have the authority to enforce fares for the use of the system.

2.2.4 In addition to the statutory authority provided to the President/Chief Executive Officer, the Board may delegate certain duties and responsibilities to the President/Chief Executive Officer for the management and operation of Authority.

Section 2.3. Members of the Board of Directors

2.3.1 Oath of Office. The oath of office shall be given to all members of the Board before commencement of duties as a member of the Board.

2.3.2. Duties. Board members shall act collectively on behalf of the Board in the best interest of the Authority and in accordance with the constitutions and laws of the United States of America and the State of Texas and within policies adopted by the Board. No individual Board member is authorized to bind the Authority by their statements or actions.

2.3.3. Membership. The term, criteria for eligibility for membership and appointment process are established in Section 451.5021, Tex. Transp. Code.

2.3.4. Attendance. Each member of the Board is expected to serve faithfully and attend all meetings. A board member may be removed from office for absence, without having been excused by a majority vote of the board, from more than one-half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year.

2.3.5. Removal. Any member may be removed from the Board by a majority vote of the other members of the board because of a ground for removal described by Section 451.510 or by a majority vote of the entity that appointed the member because of a ground for removal described by Section 451.510 of the Code. The person or entity proposing to remove a board member pursuant to Section 451.510 must give the member a written statement of the grounds for removal and the member is entitled to a hearing in accordance with Section 451.511 of the Code.

2.3.6. Vacancies. A member may resign their position on the Board by submitting a written resignation to the Chair or the entity that appointed the member. A resignation is effective upon receipt by the Chair or upon a date specified by the member. All vacancies occurring on the Board shall be filled for the remainder of the term by the same person or entity that made the original appointment for the vacant position.

2.3.7. Conflict and Disclosure of Interest. Members of the Board shall comply with all state laws and the Capital Metro Code of Conduct regarding conflicts of interest and disclosure of interests, including but not limited to, Chapter 171, Local Government Code. Members with a potential conflict of interest under the law or Code of Conduct or whose personal interests may create an appearance of a conflict of interest are required to file an affidavit with the Board Secretary or his/her designee and must not vote or participate in the Board's discussion of the matter. A member's personal interests may create an appearance of a conflict of interest if it would appear to a reasonable person that the member's personal interests were inconsistent with the public's interest or the decision would directly or indirectly benefit the member greater than the benefit to the general public.

A member may identify a potential conflict of interest of a fellow member to the Chair or Vice Chair for discussion by the Board.

2.3.8. Indemnification. Each Board Member shall be defended by the Authority against any action, suit or proceeding arising from an act or omission alleged to have been committed by the Board Member within the scope of the individual's official capacity to the full extent allowed by applicable law.

**Article 3 – Officers of the Board**

Section 3.1. Election of Officers. The members of the Board shall elect from among their number a Chairperson, a Vice Chairperson, and a Secretary. Such officer of the Board shall be elected annually, generally at the first regular January meeting of the Board for the terms to expire at the first regular meeting of the Board in the succeeding year.

Section 3.2. Vacancy. The members of the Board shall fill any vacancy in any office of the Board by election, such appointment to continue until the expiration of the current term of the office which becomes vacant.

Section 3.3. Removal. An officer of the Board may be removed as an officer by a vote of a majority of all appointed and qualified members of the Board.

Section 3.4. Powers and Duties of Board Officers.

3.4.1. The Chairperson shall preside at all meetings of the Board; shall determine by inspection and investigation if orders and resolutions promulgated by the Board are being carried into effect, and may report from time to time his or her findings to the Board; may sign and execute for and on behalf of the Authority contracts of insurance, bonds, deeds, mortgages, debentures, contracts or any other instruments or documents of whatever nature that the Board has authorized him or her to execute; with the assistance of the President/Chief Executive Officer, shall establish the proposed agenda for each meeting of the Board; shall recommend the Chairperson, members and tenure of all Board committees, provided such appointments are made with the concurrence of the members of the Board; shall perform all duties prescribed for the Chairperson by these bylaws or assigned from time to time by the Board.

3.4.2. The Vice Chairperson shall preside at any meeting of the Board when the Chairperson is absent and shall perform the duties of the Chairperson in case of the absence, disability or disqualification of the Chairperson or when requested to perform such duties by the Chairperson, and shall perform such other duties as may from time to time be assigned to him or her by the Chairperson of the Board. The Vice Chairperson shall serve as the Ethics Officer for the Board receiving and responding to potential ethics concerns raised by members of the Board or the President/CEO.

3.4.3. The Secretary shall certify ~~keep~~ the permanent records of all proceedings and transactions of the Authority, including resolutions. In the absence of the Secretary, the Chairperson or Vice Chairperson may certify records of the Authority. The Secretary shall keep the minutes of all official meetings of the Board, and see that notices are duly given in accordance with the provisions of these bylaws or as may be required by law or delegate such responsibility to the Board support staff. The Secretary shall perform the duties of the Chairperson in case of the absence, disability or disqualification of the Chairperson and Vice Chairperson.

Section 3.5. Appointment of Board Members to outside boards or organizations. The Chairperson shall approve any requests for members of the Board to represent Capital Metro in an official capacity on local, state or national transit-related committees, boards, organizations or associations.

## **Article 4 – Meetings**

Section 4.1. Open Meetings. The Board shall be subject to and comply with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

Section 4.2. Closed Session. Closed sessions may be held by the Board in compliance with the provisions of the Texas Open Meetings Act. Members shall protect the confidentiality of all communications and information discussed or presented during closed session and not reveal, divulge, or disclose communications or information unless required by law.

Section 4.3. Establishment of Place, Date and Time. Regular meetings of the Board shall be held at least monthly at a date, time and place designated by the Board by resolution.

Section 4.4. Quorum. A majority of all appointed and qualified the members of the Board shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers, except as otherwise specified in these bylaws. If a quorum is not present at any meeting of the Board, a majority of the Board members present at any meeting may adjourn the meeting to another time and place provided that all members of the Board are notified in writing of the change in the time and place of the meeting, and the meeting is posted in compliance with the Texas Open Meetings Act. Temporary absence from the meeting room that results in less than a quorum present in the room does not halt a meeting but a vote may not be taken.

Section 4.5. Public Involvement. Subject to requirements prescribed by the Board, any citizen may address the Board at a meeting.

Section 4.6. Decorum. The Board may establish guidelines reasonably necessary to maintain order and protect health and safety. The Chair shall assure that order and decorum are maintained in the meetings.

Section 4.7. Public Hearings. Public hearings shall be held by the Board before the adoption of the annual budget and as such other hearings are deemed appropriate or necessary by the Board, at such times and places as set by the Board. Copies of the budget, and other items being considered at the public hearing shall be made available for public review according to the provisions of the Code and policies set by the Board.

## **Article 5 – Conduct of Business**

Section 5.1. Meeting Procedures. All meetings of the Board and Board committees shall be conducted in compliance with the rules contained in the current version of **Robert's Rules of Order Newly Revised** to the extent that said rules are not inconsistent with these bylaws and any procedures or policies the Board may adopt.

Section 5.2. Request to call a meeting or add an agenda item. Special meetings of the Board should be called by the Chairperson of the Board and shall be called by the Chairperson upon the written request of two members of the Board or the President/Chief Executive Officer. Additional items shall be placed on the Board agenda upon the request of two members of the Board to the Chairperson.

Section 5.3. Consideration of Consent Agenda Items. The Board may consider and approve routine, noncontroversial items on a consent agenda. The Board shall adopt items on the Consent Agenda by a single vote. Any Board member may remove an item from the Consent Agenda for discussion and consideration on the Action Item Agenda by request to the Chair at any time prior to the vote to approve the Consent Agenda.

Section 5.4. Voting. All action of the Board is taken by a vote and each member of the Board is expected to vote.

5.4.1. On any question presented, the number of members present shall be recorded by the Board Secretary or Board support staff. Provided that a quorum is present, action may be taken by the



Board upon a vote of a majority of the Board members present, unless the act of a greater number shall be required by law.

5.4.2. All votes shall be taken by voice vote unless a request for a roll call vote is made by two members of the Board prior to a vote being initiated or the Chair is unclear of the results of a voice vote.

5.4.3 No vote by proxy shall be permitted for any vote of the Board or for any Board committee.

Section 5.5. Minutes. The minutes shall consist primarily of a record of the actions taken. They shall not be a full transcript of the meeting but must give a true reflection of the matters discussed and the views of the participants related to any action taken.

## **Article 6 – Committees of the Board**

Section 6.1. Board Committees. The Board may from time to time establish Board committees made up of members of the Board with specific duties, terms and responsibilities.

Section 6.1.1. Membership on Board Committees. The Chairperson shall nominate the Committee Chairperson and members of the Board committees annually, subject to confirmation by the Board. The Committee shall elect a Committee Vice Chairperson from among its members at its first meeting of the year to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.

6.1.2. Role of Board Committees. The Board may refer any matter to the Board Committee for consideration. The Board Committee shall study and make recommendations for action to the full Board of Directors. The Board Committee shall have no power to bind the Authority with its decisions or recommendations.

6.1.3. Charter Statement. The Board Committee shall adopt a Charter Statement that will be reviewed periodically which identifies the Committee's areas of responsibility and oversight.

6.1.4. Meetings. The Board Committee shall meet as needed to conduct its business.

Section 6.2. Ad Hoc Committees or Task Forces. The Board from time to time may establish ad hoc committees or task forces made up of members of the Board and/or members of the community to study and make recommendations on matters of interest to the Authority. The Board shall determine at the time of establishment the membership and roles and responsibilities of the Ad Hoc Committee or Task Force.

## **Article 7 - Citizen Advisory Committees**

Section 7.1. Creation. The Board shall from time to time establish citizen advisory committees or taskforces that may include citizen members. The citizen advisory committees shall have a structure, duties and responsibilities as may be determined by the Board and in accordance with Section 451.109, Tex. Transp. Code. The citizen advisory committees may study and make recommendations to the Board but shall not have any power to bind the Authority or direct staff. Elected officials and candidates may not serve on advisory committees.

## **Article 8 – Business Administration**

Section 8.1. Fiscal Year. The fiscal year of the Authority shall begin and end on such dates as the Board at any time shall determine by resolution. However, the fiscal year shall not be changed more than once in a five-year period. The fiscal year shall begin on the first day of October and end on the last day of September of the subsequent year.

Section 8.2. Budget. Prior to the commencement of a fiscal year, the Board shall adopt an annual budget in a format and with such detail as determined by the Board. Before the Board adopts its annual budget, it shall conduct a public hearing and shall make the proposed annual budget available to the public at least fourteen days prior to the hearing. The Authority may not make operating expenditures in excess of the total amount specified for operating expenditures for a fiscal year unless the Board amends the operating budget by resolution after public notice and hearing.

Section 8.3. Capital Improvement Plan. The Board shall adopt a five-year plan for capital improvement projects. The Board shall hold a public meeting on a proposed capital improvement plan before adopting it and must make the plan available to the public for review and comment. The Board shall annually reevaluate, and if necessary, amend the plan to ensure compliance with Section 451.132 of the Code.

Section 8.4. Annual Financial Audit. The Board each year shall have prepared an audit of its affairs in accordance with generally accepted auditing standards by an independent certified public accountant or a firm of independent certified public accountants, which shall be open to public inspection. Such auditors shall have no personal interest directly or indirectly in the fiscal affairs of the Authority and shall be experienced and qualified in accounting and auditing of public bodies. It is provided, however, that the Authority's auditors may not undertake consulting services for the Authority in addition to their duties in connection with the annual audit without the prior consent of the Board to ensure the services do not create a potential conflict of interest and/or improper influence on the annual audit.

Section 8.5. Investment Authority. The Board shall have all necessary investment authority in accordance with the Public Funds Investment Act, Section 2256, Texas Government Code.

Section 8.6. Policies. The Board shall adopt all policies necessary and useful for the conduct of its business in accordance with state and federal law and regulations, including for the competition and award of contracts. The Board shall review and amend as necessary each of its policies at least every five years.

## **Article 9 – Modification of Bylaws**

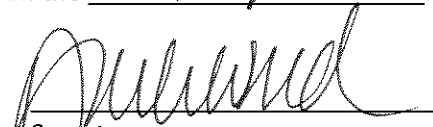
These Bylaws can be amended at any regular meeting of the Board by a two-thirds vote of all the appointed and qualified members of the Board, provided that the amendment has been submitted in writing at the previous regular meeting of the Board.

## **Article 10 – Interpretation of the Bylaws**

These bylaws are designed solely to facilitate the handling by the Board of Directors of its own business, and the Board of Directors retains the right to interpret these rules. No action taken by this board shall be deemed invalid because of any conflict with these rules, so long as the action taken is in accordance with any applicable law.

**Certificate by Secretary.** The undersigned, being the Secretary of the Capital Metropolitan Transportation Authority, certifies that these bylaws were duly adopted by the Board of the Authority effective as of January 8, 2010 and shall supersede all past Bylaws or amended Bylaws of the Authority.

IN WITNESS WHEREOF, I have signed this certification on the 1/8/10.

  
Secretary



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

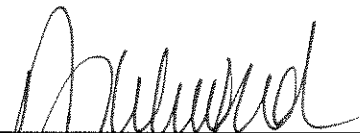
**RESOLUTION (ID # AI-2017-600)  
Revisions to Board of Directors Bylaws**

WHEREAS, the Board may by resolution adopt rules and bylaws for the conduct of Board meetings in accordance with Section 451.517 of the Texas Transportation Code; and

WHEREAS, the Board may amend such bylaws at any regular meeting of the Board by a two-thirds vote of the Board members, provided that the amendment has been submitted in writing at the previous regular meeting of the Board; and

WHEREAS, the Board has followed the required process and desires to amend the Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the attached Bylaws are hereby adopted as amended to supercede and replace the Bylaws adopted on March 23, 2009.

  
\_\_\_\_\_  
**Secretary of the Board  
Juli Word**

Date: 1/20/19

Attachment: Resolution-AI-2017-600 (CMTA-2017-112 : Board Bylaws Revisions)

AMENDED AND RESTATED BYLAWS  
OF  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(Amended and Restated as of {Board Approval Date}, 2022)

**ARTICLE 1 - ~~The Authority~~ CREATION, NAME, PURPOSE AND TERRITORY**

*Section 1.1. Creation.* Pursuant to the provisions of Article 1118x, Texas Revised Civil Statutes, as amended and recodified as Chapter 451 of the Texas Transportation Code ("Code"), and pursuant to a favorable vote of the qualified voters in a confirmation and tax election held January 19, 1985, a metropolitan rapid transit authority, is created and exists in the City of Austin, Texas, constituting the environs of the "principal city" as defined herein, and any other such areas that may subsequently vote to join the ~~Authority~~ Capital Metropolitan Transportation Authority (the "Authority"). The Authority is a political subdivision of the state of Texas. Pursuant to Section 451.~~51407~~ of the Code, power is granted to the Authority's Board of Directors ("Board") to adopt rules and regulations and such bylaws as it may deem necessary.

*Section 1.2. Name.* The name of ~~the Authority~~ the metropolitan rapid transit authority shall be the Capital Metropolitan Transportation Authority (the "Authority" or "CapMetro").

*Section 1.3. Purpose and General Powers.* The purpose of the Authority shall be to plan, develop and operate public transportation services within the territory of the Authority and to exercise any other powers and duties as allowed or specified in the Code, and other applicable state and federal law. The Authority shall constitute a political entity and corporate body, exercising public and essential governmental functions, having the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Code.

*Section 1.4. Territory.* The territory of the Authority shall constitute the corporate limits of the City of Austin, being the principal city; the corporate limits of the following incorporated municipalities within Travis County: Lago Vista, Point Venture, San Leanna, Manor and Jonestown; the following incorporated municipalities located within Williamson County: Leander; a portion of Commissioner's Precinct Number 1 of unincorporated Williamson County known as Anderson Mill; and Commissioner's Precinct Number 2 of unincorporated Travis County; and any other town or county area wherein the voters elect to become a part of the Authority pursuant to Sec. 451.552 of the Code.

**ARTICLE 2 – OFFICES, DOMICILE AND SERVICE**

*Section 2.1. Principal Office.* The principal office of the Authority shall be located at 2910 East 5th Street, Austin Texas, 78702, or at such other location within the Authority's service area as the Board may direct.

*Section 2.2. Additional Offices.* The Authority also may have offices at such other places as the Board from time to time may determine or as the activities of the Authority may require.

*Section 2.3. Domicile.* The domicile of the Authority is Travis County, Texas.

Section 2.4. Service of Process. The Authority may be served through its President and Chief Executive Officer (“CEO”) or any other person designated by the President and CEO.

### **ARTICLE 3 – THE BOARD OF DIRECTORS**

Section 3.1. Governing Body. The governing body of the Authority shall be the Board of Directors (“Board”). The responsibility for the management, control and operation of the Authority and its properties is vested in the Board.

#### Section 3.2 Powers of the Board.

3.2.1 General Powers. The Board shall exercise its responsibility as the governing body of the Authority by adopting all general policies of the Authority, including the adoption of annual capital and operating budgets, the establishment of the goals of the Authority, adoption of a strategic plan, and the selection and performance evaluation of a general manager (President and ~~CEO/Chief Executive Officer~~) and a qualified individual to perform internal auditing services.

3.2.2 Rules and Regulations. The Board may adopt and enforce rules and regulations for such purposes as provided in Section 451.107 of the Code. All rules and regulations established by the Board shall be published and made available for public review in accordance with the Code.

3.2.3 Fares. The Board shall adopt and impose reasonable and nondiscriminatory fares and charges for the use of the system as provided in Section 451.061 of the ~~and Code and~~ shall have the authority to enforce fares for the use of the system as provided in Section 451.0611 of the Code.

3.2.4 Delegation to the CEO. In addition to the statutory authority provided to the President and ~~CEO/Chief Executive Officer~~, the Board may delegate certain duties and responsibilities to the President and ~~CEO/Chief Executive Officer~~ for the management and operation of ~~the~~ Authority.

#### Section 3.3. Members of the Board of Directors.

3.3.1 Oath of Office. The oath of office shall be given to all members of the Board before commencement of duties as a member of the Board.

3.3.2. Duties. Board members shall act collectively on behalf of the Board in the best interest of the Authority and in accordance with the constitutions and laws of the United States of America and the State of Texas and within policies adopted by the Board. No individual Board member is authorized to bind the Authority by their statements or actions.

3.3.3. Membership. The term, criteria for eligibility for membership, and appointment process are established in Section 451.5021 ~~and other applicable sections of the Code, Tex. Transp. Code.~~

3.3.4. Attendance. Each member of the Board is expected to serve faithfully and attend all meetings. A ~~B~~board member may be removed from office for absence, without having been excused by a majority vote of the ~~b~~Board, from more than one-half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year.

3.3.5. Removal. Any member may be removed from the Board by a majority vote of the other members of the board because of a ground for removal described by Section 451.510 of the Code or by a majority vote of the entity that appointed the member because of a ground for removal described by Section 451.510 of the Code. The person or entity proposing to remove a ~~b~~Board member pursuant to Section 451.510 must give the Board member a written statement of the grounds for removal and the Board member is entitled to a hearing in accordance with Section 451.511 of the Code.

3.3.6. Resignations; Vacancies. A member may resign their position on the Board by submitting a written resignation to the Chair or the entity that appointed the member. A resignation is effective upon receipt by the Chair or upon a date specified by the member. All vacancies occurring on the Board shall be filled for the remainder of the term by the same person or entity that made the original appointment for the vacant position in accordance with Section 451.504 of the Code.

3.3.7. Conflict and Disclosure of Interest. ~~Members of the Board members~~ shall comply with all state laws and the Capital Metro Code of ~~E~~Conduct Ethics regarding conflicts of interest and disclosure of interests, including but not limited to, Chapters 171 and 176, Local Government Code. Board Mmembers with a potential conflict of interest under the law or Code of ~~Conduct Ethics~~ or whose personal interests may create an appearance of a conflict of interest are required to file an affidavit with the Board Secretary or ~~his/her~~their designee and must not vote or participate in the Board's discussion of the matter. A Board member's personal interests may create an appearance of a conflict of interest if it would appear to a reasonable person that the member's personal interests were inconsistent with the public's ~~interest~~interest, or the decision would directly or indirectly benefit the member greater than the benefit to the general public. A Board member may identify a potential conflict of interest of a fellow Board member to the Chair or Vice Chair for discussion by the Board.

3.3.8. Indemnification Defense of Board Members. Each Board ~~m~~Member shall be defended by the Authority against any action, suit or proceeding arising from an act or omission alleged to have been committed by the Board ~~m~~Member within the scope of the individual's official capacity to the full extent allowed by applicable law.

## ARTICLE 4 - OFFICERS OF THE BOARD

Section 4.1. Election of Officers. The members of the Board shall elect from among their number a Chair~~person~~, a Vice Chair~~person~~, and a Secretary in accordance with Section 451.520 of the Code. Such officer of the Board shall be elected annually, generally at the first regular January meeting of the Board for the terms to expire at the first regular meeting of the Board in the succeeding year.

Section 4.2. Vacancy. The members of the Board shall fill any vacancy in any office of the Board by election, such appointment to continue until the expiration of the current term of the office which becomes vacant.

Section 4.3. Removal. An officer of the Board may be removed as an officer by a vote of a majority of all appointed and qualified members of the Board.

Section 4.4. Powers and Duties of Board Officers.

4.4.1. Chair. The Chair~~person~~ shall preside at all meetings of the Board; shall determine by inspection and investigation if orders and resolutions promulgated by the Board are being carried into effect, and may report from time to time ~~his or her~~their findings to the Board; may sign and execute for and on behalf of the Authority contracts of insurance, bonds, deeds, mortgages, debentures, contracts or any other instruments or documents of whatever nature that the Board has authorized him or her to execute; with\_

the assistance of the President ~~and CEO/Chief Executive Officer~~, shall establish the proposed agenda for each meeting of the Board; shall recommend the Chair~~person~~, members and tenure of all Board committees, provided such appointments are made with the concurrence of the members of the Board; shall perform all duties prescribed for ~~or incident to the office of~~ the Chair~~person~~ by these ~~B~~bylaws or assigned from time to time by the Board.

4.4.2. Vice Chair. The Vice Chair~~person~~ shall preside at any meeting of the Board when the Chair~~person~~ is absent and shall perform the duties of the Chair~~person~~ in case of the absence, disability or disqualification of the Chair~~person~~ or when requested to perform such duties by the Chair~~person~~, and shall perform such other duties as may from time to time be assigned to ~~him or her~~them by the Chair~~person~~ or ~~by~~f the Board. The Vice Chair~~person~~ shall serve as the Ethics Officer for the Board receiving and responding to potential ethics concerns raised by members of the Board or the President ~~and~~ /CEO.

4.4.3. Secretary. The Secretary shall certify the permanent records of all proceedings and transactions of the Authority, including resolutions. In the absence of the Secretary, the Chair~~person~~ or Vice Chair~~person~~ may certify records of the Authority. The Secretary shall keep the minutes of all official meetings of the Board, and see that notices are duly given in accordance with the provisions of these ~~B~~bylaws ~~or as may be required by law and Section 451.520(c) and other applicable law~~ or delegate such responsibility to the Board support staff. The Secretary shall perform the duties of the Chair~~person~~ in case of the absence, disability or disqualification of the Chair~~person~~ and Vice Chair~~person~~.

Section 4.5. Appointment of Board Members to ~~O~~outside ~~B~~boards or ~~O~~rganizations. The Chair~~person~~ shall approve any requests for members of the Board to represent Cap~~ital~~-Metro in an official capacity on local, state or national transit-related committees, boards, organizations or associations.

## ARTICLE 5 - MEETINGS

Section 5.1. Open Meetings. The Board shall be subject to and comply with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

Section 5.2. Closed Session. Closed sessions may be held by the Board in compliance with the provisions of the Texas Open Meetings Act. Members shall protect the confidentiality of all communications and information discussed or presented during closed session and not reveal, divulge, or disclose communications or information unless required by law.

Section 5.3. Meetings.

5.3.1. Regular Meetings; Establishment of Place, Date and Time. In accordance with Section 451.514 of the Code, ~~R~~regular meetings of the Board shall be held at least monthly. Regular meetings will be held at a date, time and place designated by the Board by resolution.

5.3.2. Special Meetings. Special meetings of the Board may be called by the Chair or the President and CEO in accordance with Section 451.514(b) of the Code and shall be called by the Chair upon the written request of two members of the Board.

5.3.3. Emergency Meetings. In cases of urgent public necessity requiring immediate action because of imminent threat to public health and safety or because of a reasonably unforeseeable situation, the Chair may call an emergency meeting in accordance with State law. As the situation allows, all members of the Board will be given verbal or written notice of the Emergency meeting.



Section 5.4. Quorum. A majority of all appointed and qualified ~~the~~ members of the Board shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers, except as otherwise specified in these ~~b~~Bylaws. If a quorum is not present at any meeting of the Board, a majority of the Board members present at any meeting may adjourn the meeting to another time and place provided that all members of the Board are notified in writing of the change in the time and place of the meeting, and the meeting is posted in compliance with the Texas Open Meetings Act. Temporary absence from the physical or virtual meeting room that results in less than a quorum present in the room does not halt a meeting, but a vote may not be taken.

Section 5.5. Public Involvement. Subject to requirements prescribed by the Board, any ~~citizen-person~~ may address the Board at a meeting.

Section 5.6. Decorum. The Board may establish guidelines reasonably necessary to maintain order and protect health and safety. The Chair shall assure that order and decorum are maintained in the meetings.

Section 5.7. Public Hearings. Public hearings shall be held by the Board before the adoption of the annual budget and as such other hearings are deemed appropriate or necessary by the Board, at such times and places as set by the Board. Copies of the budget, and other items being considered at the public hearing shall be made available for public review according to the provisions of the Code and policies set by the Board.

Section 5.8 Meeting Materials. To assist with public transparency of matters brought before the Board, Authority staff shall post meeting agendas in accordance with the Texas Opening Meetings Act and back-up materials, to the extent available and possible, for Board members and the public to view no later than seven (7) days before the Board meeting; and in those limited occasions when it is not possible to finalize meeting materials seven (7) days in advance of the Board meeting, the meeting materials will be posted as soon as reasonably possible prior to the Board meeting.

## ARTICLE 6 - CONDUCT OF BUSINESS

Section 6.1. Meeting Procedures. All meetings of the Board and Board committees ~~shall~~ may be conducted in compliance with the rules contained in the current version of Robert's Rules of Order Newly Revised to the extent that said rules are not inconsistent with these bylaws and any procedures or policies the Board may adopt.

Section 6.2. ~~Request to call a meeting or add~~ Addition of an Agenda Item. ~~Special meetings of the Board should be called by the Chairperson of the Board and shall be called by the Chairperson upon the written request of two members of the Board or the President/Chief Executive Officer.~~ Additional items shall be placed on the Board agenda upon the request of two members of the Board to the Chairperson.

Section 6.3. Consideration of Consent Agenda Items. The Board may consider and approve routine, noncontroversial items on a consent agenda. The Board shall adopt items on the Consent Agenda by a single vote. Any Board member may remove an item from the Consent Agenda for discussion and consideration on the Action Item Agenda by request to the Chair at any time prior to the vote to approve the Consent Agenda.

Section 6.4. Voting. All action of the Board is taken by a vote and each member of the Board is expected to vote.

6.4.1. On any question presented, the number of members present shall be recorded by the Board

Secretary or Board support staff. Provided that a quorum is present, action may be taken by the Board upon a vote of a majority of the Board members present, unless the act of a greater number shall be required by law or these Bylaws.

6.4.2. All votes shall be taken by voice vote unless a request for a roll call vote is made by two members of the Board prior to a vote being initiated or the Chair is unclear of the results of a voice vote.

6.4.3. No vote by proxy shall be permitted for any vote of the Board or for any Board committee.

Section 6.5. Minutes. The minutes shall consist primarily of a record of the actions taken. They shall not be a full transcript of the meeting but must give a true reflection of the matters discussed and the views of the participants related to any action taken.

## **ARTICLE 7 - COMMITTEES OF THE BOARD**

Section 7.1. Board Committees. The Board may from time to time establish Board committees made up of members of the Board with specific duties, terms and responsibilities.

7.1.1. Membership on Board Committees. The Chair~~person~~ shall nominate the Committee Chair~~person~~ and members of the Board committees annually, subject to confirmation by the Board. The Committee ~~shall~~may elect a Committee Vice Chair~~person~~ from among its members at its first meeting of the year to perform the duties of the Chair~~person~~ in case of the absence, disability or disqualification of the Committee Chair~~person~~.

7.1.2. Role of Board Committees. The Board may refer any matters to one or more~~the~~ Board Committees for consideration. ~~The~~ Board Committees shall study and make recommendations for action to the full Board ~~of Directors~~. ~~The~~ Board Committees shall have no power to bind the Authority with its decisions or recommendations.

7.1.3. Charter Statement. ~~The~~ Board Committees shall adopt a Charter Statement that will be reviewed ~~periodically~~at least annually which identifies the Committees's areas of responsibility and oversight.

7.1.4. Meetings. ~~The~~ Board Committees shall meet as needed to conduct their~~its~~ business.

Section 7.2. Ad Hoc Committees or Task Forces. The Board from time to time may establish ad hoc committees or task forces made up of members of the Board and/or members of the community to study and make recommendations on matters of interest to the Authority. The Board shall determine at the time of establishment the membership and roles and responsibilities of such ~~the~~ Ad Hoc Committee or Task Force.

## **ARTICLE 8 - ~~Citizen~~ ADVISORY COMMITTEES**

Section 8.1. Creation. The Board shall from time to time establish ~~citizen~~ advisory committees or taskforces that may include ~~citizen resident~~ members of the general public community in or around the Authority's service area. The ~~citizen~~ advisory committees shall have a structure, duties and responsibilities as may be determined by the Board and in accordance with Section 451.109 of the, Tex. Transp. Code. The ~~citizen~~ advisory committees may study and make recommendations to the Board but shall not have any power to bind the Authority or direct staff. Elected officials and candidates may not serve on advisory committees.

**ARTICLE 9 - BUSINESS ADMINISTRATION**

*Section 9.1. Fiscal Year.* The fiscal year of the Authority shall begin and end on such dates as the Board at any time shall determine by resolution. However, the fiscal year shall not be changed more than once in a five-year period. The Authority fiscal year shall begin on the first day of October and end on the last day of September of the subsequent year.

*Section 9.2. Budget.* Prior to the commencement of a fiscal year, the Board shall adopt an annual budget in a format and with such detail as determined by the Board. Before the Board adopts its annual budget, it shall conduct a public hearing and shall make the proposed annual budget available to the public at least fourteen (14) days prior to the hearing. The Authority may not make operating expenditures in excess of the total amount specified for operating expenditures for a fiscal year unless the Board amends the operating budget by resolution after public notice and hearing in accordance with Section 451.103 of the Code.

*Section 9.3. Capital Improvement Plan.* The Board shall adopt a five-year plan for capital improvement projects. The Board shall hold a public meeting on a proposed capital improvement plan before adopting it and must make the plan available to the public for review and comment. The Board shall annually reevaluate, and if necessary, amend the plan to ensure compliance with Section 451.132 of the Code.

*Section 9.4. Annual Financial Audit.* In accordance with Section 451.451 of the Code, the Board each year shall have prepared an audit of its affairs in accordance with generally accepted auditing standards by an independent certified public accountant or a firm of independent certified public accountants, which shall be open to public inspection. Such auditors shall have no personal interest directly or indirectly in the fiscal affairs of the Authority and shall be experienced and qualified in accounting and auditing of public bodies. It is provided, however, that the Authority's auditors may not undertake consulting services for the Authority in addition to their duties in connection with the annual audit without the prior consent of the Board to ensure the services do not create a potential conflict of interest and/or improper influence on the annual audit.

*Section 9.5. Investment Authority.* The Board shall have all necessary investment authority in accordance with the Public Funds Investment Act, Section 2256, Texas Government Code.

*Section 9.6. Policies.* The Board shall adopt all policies necessary and useful for the conduct of its business in accordance with state and federal law and regulations, including for the competition and award of contracts. The Board shall review and amend as necessary each of its policies at least every five years.

**ARTICLE 10 - MODIFICATION OF BYLAWS**

These Bylaws can be amended at any regular meeting of the Board by a two-thirds vote of all the appointed and qualified members of the Board, provided that the amendment has been submitted in writing at the previous regular meeting of the Board.

**ARTICLE 11 - INTERPRETATION OF THE BYLAWS**

These Bylaws are designed solely to facilitate the handling by the Board of Directors of its own business, and the Board of Directors retains the right to interpret these rules. No action taken by this board shall be deemed invalid because of any conflict with these rules, so long as the action taken is in accordance with any applicable law.

**CERTIFICATE BY SECRETARY**

The undersigned, being the Secretary of the Capital Metropolitan Transportation Authority Board of Directors, certifies that these ~~b~~**B**ylaws were duly adopted by the Board of the Authority effective as of \_\_\_\_\_, 2022, and shall supersede all past Bylaws or amended Bylaws of the Authority.

IN WITNESS WHEREOF, I have signed this certification on the \_\_\_\_\_.

\_\_\_\_\_  
Secretary of the Board of Directors

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**  
**(Amended and Restated as of {Board Approval Date}, 2022)**

**ARTICLE 1 - CREATION, NAME, PURPOSE AND TERRITORY**

*Section 1.1. Creation.* Pursuant to the provisions of Article 1118x, Texas Revised Civil Statutes, as amended and recodified as Chapter 451 of the Texas Transportation Code ("Code"), and pursuant to a favorable vote of the qualified voters in a confirmation and tax election held January 19, 1985, a metropolitan rapid transit authority, is created and exists in the City of Austin, Texas, constituting the environs of the "principal city" as defined herein, and any other such areas that may subsequently vote to join the Capital Metropolitan Transportation Authority (the "Authority"). The Authority is a political subdivision of the state of Texas. Pursuant to Section 451.517 of the Code, power is granted to the Authority's Board of Directors ("Board") to adopt rules and regulations and such bylaws as it may deem necessary.

*Section 1.2. Name.* The name of the metropolitan rapid transit authority shall be the Capital Metropolitan Transportation Authority (the "Authority" or "CapMetro").

*Section 1.3. Purpose and General Powers.* The purpose of the Authority shall be to plan, develop and operate public transportation services within the territory of the Authority and to exercise any other powers and duties as allowed or specified in the Code, and other applicable state and federal law. The Authority shall constitute a political entity and corporate body, exercising public and essential governmental functions, having the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Code.

*Section 1.4. Territory.* The territory of the Authority shall constitute the corporate limits of the City of Austin, being the principal city; the corporate limits of the following incorporated municipalities within Travis County: Lago Vista, Point Venture, San Leanna, Manor and Jonestown; the following incorporated municipalities located within Williamson County: Leander; a portion of Commissioner's Precinct Number 1 of unincorporated Williamson County known as Anderson Mill; and Commissioner's Precinct Number 2 of unincorporated Travis County; and any other town or county area wherein the voters elect to become a part of the Authority pursuant to Sec. 451.552 of the Code.

**ARTICLE 2 – OFFICES, DOMICILE AND SERVICE**

*Section 2.1. Principal Office.* The principal office of the Authority shall be located at 2910 East 5th Street, Austin Texas, 78702, or at such other location within the Authority's service area as the Board may direct.

*Section 2.2. Additional Offices.* The Authority also may have offices at such other places as the Board from time to time may determine or as the activities of the Authority may require.

*Section 2.3. Domicile.* The domicile of the Authority is Travis County, Texas.

Section 2.4. Service of Process. The Authority may be served through its President and Chief Executive Officer (“CEO”) or any other person designated by the President and CEO.

### **ARTICLE 3 – THE BOARD OF DIRECTORS**

Section 3.1. Governing Body. The governing body of the Authority shall be the Board of Directors (“Board”). The responsibility for the management, control and operation of the Authority and its properties is vested in the Board.

#### Section 3.2 Powers of the Board.

3.2.1 General Powers. The Board shall exercise its responsibility as the governing body of the Authority by adopting all general policies of the Authority, including the adoption of annual capital and operating budgets, the establishment of the goals of the Authority, adoption of a strategic plan, and the selection and performance evaluation of a general manager (President and CEO) and a qualified individual to perform internal auditing services.

3.2.2 Rules and Regulations. The Board may adopt and enforce rules and regulations for such purposes as provided in Section 451.107 of the Code. All rules and regulations established by the Board shall be published and made available for public review in accordance with the Code.

3.2.3 Fares. The Board shall adopt and impose reasonable and nondiscriminatory fares and charges for the use of the system as provided in Section 451.061 of the Code and shall have the authority to enforce fares for the use of the system as provided in Section 451.0611 of the Code.

3.2.4 Delegation to the CEO. In addition to the statutory authority provided to the President and CEO, the Board may delegate certain duties and responsibilities to the President and CEO for the management and operation of the Authority.

#### Section 3.3. Members of the Board of Directors.

3.3.1 Oath of Office. The oath of office shall be given to all members of the Board before commencement of duties as a member of the Board.

3.3.2. Duties. Board members shall act collectively on behalf of the Board in the best interest of the Authority and in accordance with the constitutions and laws of the United States of America and the State of Texas and within policies adopted by the Board. No individual Board member is authorized to bind the Authority by their statements or actions.

3.3.3. Membership. The term, criteria for eligibility for membership, and appointment process are established in Section 451.5021 and other applicable sections of the Code.

3.3.4. Attendance. Each member of the Board is expected to serve faithfully and attend all meetings. A Board member may be removed from office for absence, without having been excused by a majority vote of the Board, from more than one-half of the regularly scheduled board meetings that the member is eligible to attend during a calendar year.

3.3.5. Removal. Any member may be removed from the Board by a majority vote of the other members of the board because of a ground for removal described by Section 451.510 of the Code or by a majority vote of the entity that appointed the member because of a ground for removal described by Section 451.510 of the Code. The person or entity proposing to remove a Board member pursuant to Section 451.510 must give the Board member a written statement of the grounds for removal and the Board member is entitled to a hearing in accordance with Section 451.511 of the Code.

3.3.6. Resignations; Vacancies. A member may resign their position on the Board by submitting a written resignation to the Chair or the entity that appointed the member. A resignation is effective upon receipt by the Chair or upon a date specified by the member. All vacancies occurring on the Board shall be filled for the remainder of the term by the same person or entity that made the original appointment for the vacant position in accordance with Section 451.504 of the Code.

3.3.7. Conflict and Disclosure of Interest. Board members shall comply with all state laws and the CapMetro Code of Ethics regarding conflicts of interest and disclosure of interests, including but not limited to, Chapters 171 and 176, Local Government Code. Board members with a potential conflict of interest under the law or Code of Ethics or whose personal interests may create an appearance of a conflict of interest are required to file an affidavit with the Board Secretary or their designee and must not vote or participate in the Board's discussion of the matter. A Board member's personal interests may create an appearance of a conflict of interest if it would appear to a reasonable person that the member's personal interests were inconsistent with the public's interest, or the decision would directly or indirectly benefit the member greater than the benefit to the general public. A Board member may identify a potential conflict of interest of a fellow Board member to the Chair or Vice Chair for discussion by the Board.

3.3.8. Defense of Board Members. Each Board member shall be defended by the Authority against any action, suit or proceeding arising from an act or omission alleged to have been committed by the Board member within the scope of the individual's official capacity to the full extent allowed by applicable law.

## **ARTICLE 4 - OFFICERS OF THE BOARD**

Section 4.1. Election of Officers. The members of the Board shall elect from among their number a Chair, a Vice Chair, and a Secretary in accordance with Section 451.520 of the Code. Such officer of the Board shall be elected annually, generally at the first regular January meeting of the Board for the terms to expire at the first regular meeting of the Board in the succeeding year.

Section 4.2. Vacancy. The members of the Board shall fill any vacancy in any office of the Board by election, such appointment to continue until the expiration of the current term of the office which becomes vacant.

Section 4.3. Removal. An officer of the Board may be removed as an officer by a vote of a majority of all appointed and qualified members of the Board.

Section 4.4. Powers and Duties of Board Officers.

4.4.1. Chair. The Chair shall preside at all meetings of the Board; shall determine by inspection and investigation if orders and resolutions promulgated by the Board are being carried into effect, and may report from time to time their findings to the Board; may sign and execute for and on behalf of the Authority contracts of insurance, bonds, deeds, mortgages, debentures, contracts or any other instruments or documents of whatever nature that the Board has authorized him or her to execute; with the assistance of the President and CEO, shall establish the proposed agenda for each meeting of the Board; shall recommend the Chair, members and tenure of all Board committees, provided such appointments are made with the

concurrence of the members of the Board; shall perform all duties prescribed for or incident to the office of the Chair by these Bylaws or assigned from time to time by the Board.

4.4.2. Vice Chair. The Vice Chair shall preside at any meeting of the Board when the Chair is absent and shall perform the duties of the Chair in case of the absence, disability or disqualification of the Chair or when requested to perform such duties by the Chair, and shall perform such other duties as may from time to time be assigned to them by the Chair or by the Board. The Vice Chair shall serve as the Ethics Officer for the Board receiving and responding to potential ethics concerns raised by members of the Board or the President and CEO.

4.4.3. Secretary. The Secretary shall certify the permanent records of all proceedings and transactions of the Authority, including resolutions. In the absence of the Secretary, the Chair or Vice Chair may certify records of the Authority. The Secretary shall keep the minutes of all official meetings of the Board, and see that notices are duly given in accordance with the provisions of these Bylaws and Section 451.520(c) and other applicable law or delegate such responsibility to the Board support staff. The Secretary shall perform the duties of the Chair in case of the absence, disability or disqualification of the Chair and Vice Chair.

Section 4.5. Appointment of Board Members to Outside Boards or Organizations. The Chair shall approve any requests for members of the Board to represent CapMetro in an official capacity on local, state or national transit-related committees, boards, organizations or associations.

## **ARTICLE 5 - MEETINGS**

Section 5.1. Open Meetings. The Board shall be subject to and comply with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

Section 5.2. Closed Session. Closed sessions may be held by the Board in compliance with the provisions of the Texas Open Meetings Act. Members shall protect the confidentiality of all communications and information discussed or presented during closed session and not reveal, divulge, or disclose communications or information unless required by law.

Section 5.3. Meetings.

5.3.1. Regular Meetings; Establishment of Place, Date and Time. In accordance with Section 451.514 of the Code, regular meetings of the Board shall be held at least monthly. Regular meetings will be held at a date, time and place designated by the Board by resolution.

5.3.2. Special Meetings. Special meetings of the Board may be called by the Chair or the President and CEO in accordance with Section 451.514(b) of the Code and shall be called by the Chair upon the written request of two members of the Board.

5.3.3. Emergency Meetings. In cases of urgent public necessity requiring immediate action because of imminent threat to public health and safety or because of a reasonably unforeseeable situation, the Chair may call an emergency meeting in accordance with State law. As the situation allows, all members of the Board will be given verbal or written notice of the Emergency meeting.

Section 5.4. Quorum. A majority of all appointed and qualified members of the Board shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers, except as otherwise specified in these Bylaws. If a quorum is not present at any meeting of the Board, a majority of



the Board members present at any meeting may adjourn the meeting to another time and place provided that all members of the Board are notified in writing of the change in the time and place of the meeting, and the meeting is posted in compliance with the Texas Open Meetings Act. Temporary absence from the physical or virtual meeting room that results in less than a quorum present in the room does not halt a meeting, but a vote may not be taken.

Section 5.5. Public Involvement. Subject to requirements prescribed by the Board, any person may address the Board at a meeting.

Section 5.6. Decorum. The Board may establish guidelines reasonably necessary to maintain order and protect health and safety. The Chair shall assure that order and decorum are maintained in the meetings.

Section 5.7. Public Hearings. Public hearings shall be held by the Board before the adoption of the annual budget and as such other hearings are deemed appropriate or necessary by the Board, at such times and places as set by the Board. Copies of the budget, and other items being considered at the public hearing shall be made available for public review according to the provisions of the Code and policies set by the Board.

Section 5.8 Meeting Materials. To assist with public transparency of matters brought before the Board, Authority staff shall post meeting agendas in accordance with the Texas Opening Meetings Act and back-up materials, to the extent available and possible, for Board members and the public to view no later than seven (7) days before the Board meeting; and in those limited occasions when it is not possible to finalize meeting materials seven (7) days in advance of the Board meeting, the meeting materials will be posted as soon as reasonably possible prior to the Board meeting.

## **ARTICLE 6 - CONDUCT OF BUSINESS**

Section 6.1. Meeting Procedures. All meetings of the Board and Board committees may be conducted in compliance with the rules contained in the current version of Robert's Rules of Order Newly Revised to the extent that said rules are not inconsistent with these bylaws and any procedures or policies the Board may adopt.

Section 6.2. Addition of an Agenda Item. Additional items shall be placed on the Board agenda upon the request of two members of the Board to the Chair.

Section 6.3. Consideration of Consent Agenda Items. The Board may consider and approve routine, noncontroversial items on a consent agenda. The Board shall adopt items on the Consent Agenda by a single vote. Any Board member may remove an item from the Consent Agenda for discussion and consideration on the Action Item Agenda by request to the Chair at any time prior to the vote to approve the Consent Agenda.

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6.4.3. No vote by proxy shall be permitted for any vote of the Board or for any Board committee.

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Section 9.2. Budget. Prior to the commencement of a fiscal year, the Board shall adopt an annual budget in a format and with such detail as determined by the Board. Before the Board adopts its annual budget, it shall conduct a public hearing and shall make the proposed annual budget available to the public at least fourteen (14) days prior to the hearing. The Authority may not make operating expenditures in excess of the total amount specified for operating expenditures for a fiscal year unless the Board amends the operating budget by resolution after public notice and hearing in accordance with Section 451.103 of the Code.

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#### **ARTICLE 10 - MODIFICATION OF BYLAWS**

These Bylaws can be amended at any regular meeting of the Board by a two-thirds vote of all the appointed and qualified members of the Board, provided that the amendment has been submitted in writing at the previous regular meeting of the Board.

#### **ARTICLE 11 - INTERPRETATION OF THE BYLAWS**

These Bylaws are designed solely to facilitate the handling by the Board of Directors of its own business, and the Board of Directors retains the right to interpret these rules. No action taken by this board shall be deemed invalid because of any conflict with these rules, so long as the action taken is in accordance with any applicable law.

**CERTIFICATE BY SECRETARY**

The undersigned, being the Secretary of the Capital Metropolitan Transportation Authority Board of Directors, certifies that these Bylaws were duly adopted by the Board of the Authority effective as of \_\_\_\_\_, 2022, and shall supersede all past Bylaws or amended Bylaws of the Authority.

IN WITNESS WHEREOF, I have signed this certification on the \_\_\_\_\_.

\_\_\_\_\_  
Secretary of the Board of Directors



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-427

**Agenda Date:** 5/23/2022

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FY2023 Proposed Budget Calendar

**CapMetro**

# FY2023 Budget Development Calendar

Board Meeting 5/23

# FY2023 Budget Development Calendar

- Feb 2 Operating and Capital Budget kick-off meeting with departments
- Apr 15 Capital and Operating 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 at noon
- Sep 26 Board of Directors considers budget proposal for adoption



# FY2023 Budget Development Calendar

- Early Oct Approved budget is posted online
- Early Dec Approved budget document submitted for consideration by the Government Finance Officers Association –  
**“Distinguished Budget Presentation” recognition**

CapMetro

Thank you!



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-440

**Agenda Date:** 5/23/2022

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Operations Update

**CapMetro**

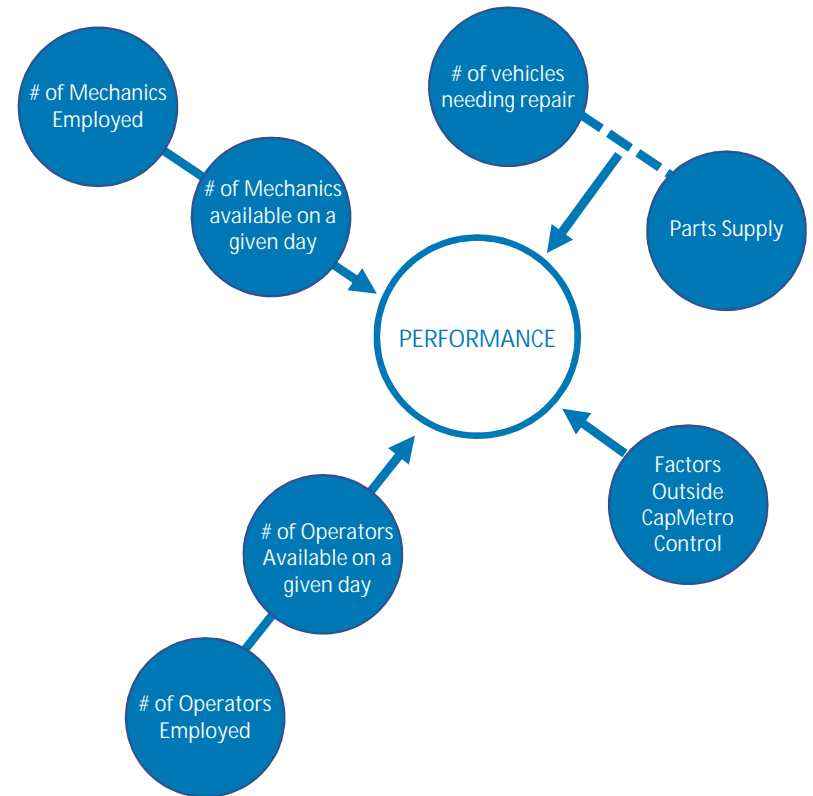
# Bus Operations Update

May 2022

# Bus Service is a strategic priority

- Not at an acceptable level
- Impact is increasingly being felt by our customers at a time they want to come back to the service
- Resource issues driving performance and issues result in lost service hours
  - Highest report of service lost on a given day: 15%

How are we working to get improvement?



# Operator and Mechanics

- Industry-wide issue
- Recovering since January when CapMetro starting managing the recruiting, and training of hourly employees, and new CBA was implemented
- Hired 156 Operators since January
- Focus now also on attrition
- Need only increases as CapMetro expands service

8 KGW

## TriMet increases entry pay in effort to recruit 300 bus drivers

TriMet is short about 300 bus operators and is increasing entry pay ... Hiring is the number one priority at the transit agency right now,...

1 week ago



4 CBS 46

## MARTA to hold job fair for bus operators, technicians

ATLANTA, Ga. (CBS46) - MARTA is hiring! The Metropolitan Atlanta Rapid Transit Authority (MARTA) will hold a job fair for bus operators and...

1 week ago



N NRVNews

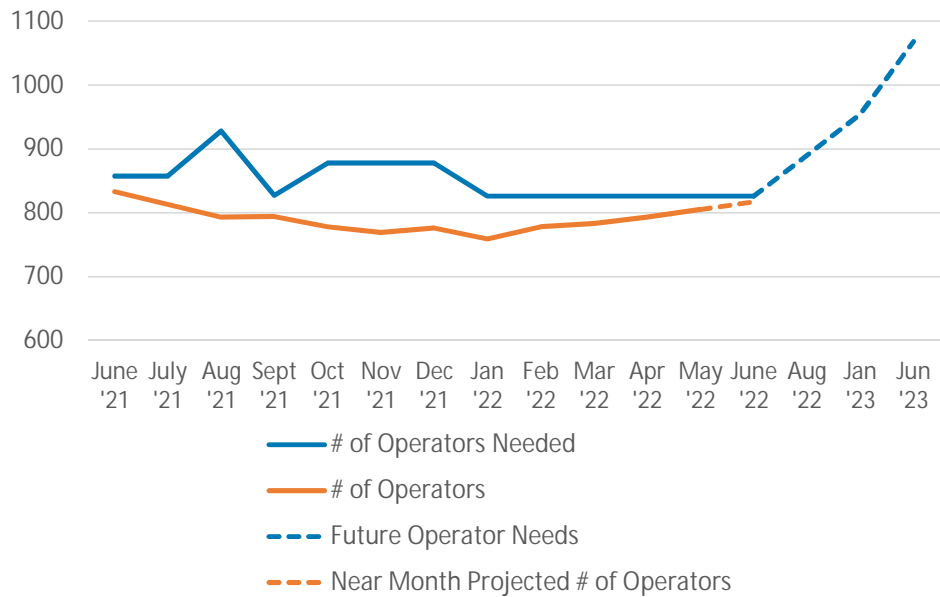
## BT Announces Summer Bus Driver Hiring Program

The bus driver hiring program features a \$2,000 hiring/training bonus along with a \$13.56 per hour training wage. BT Director Brian Booth...

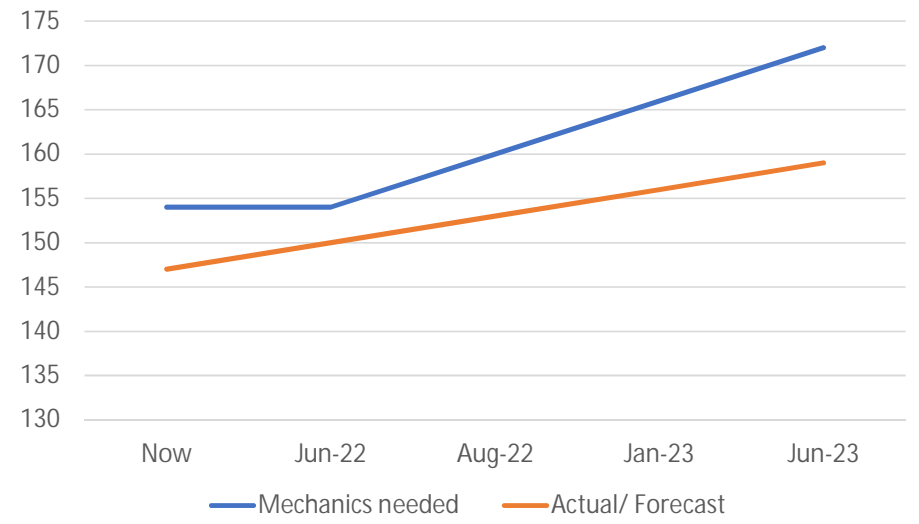
# Operators and Mechanics

Improvements in staffing levels since January 2022, but needs increase as CapMetro expands service

### Operator Staffing



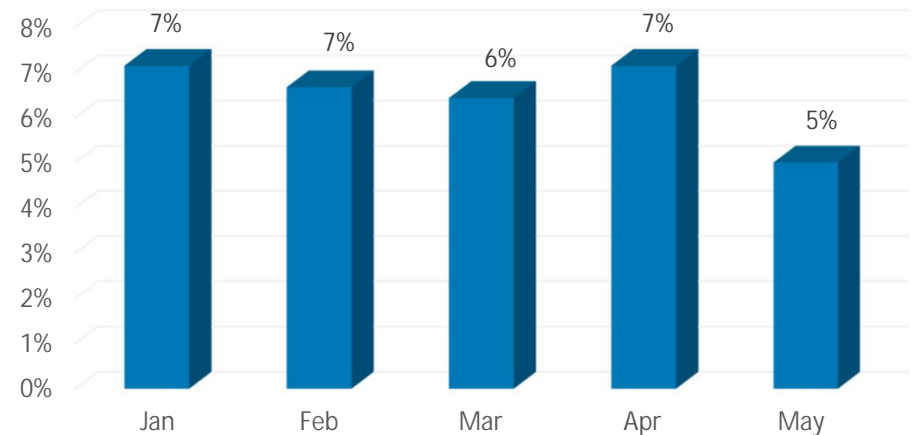
### Mechanic Staffing Levels



# Parts

- Industry-wide, national & international supply chain issues
- Vendors limit the amount a customer can purchase
- Moving to alternate parts choices and sources and making progress
- Instituted KPI's
  - % out of service due to parts
  - Availability when needed (moving forward)

% BUSES OUT OF SERVICE DUE TO PART AVAILABILITY

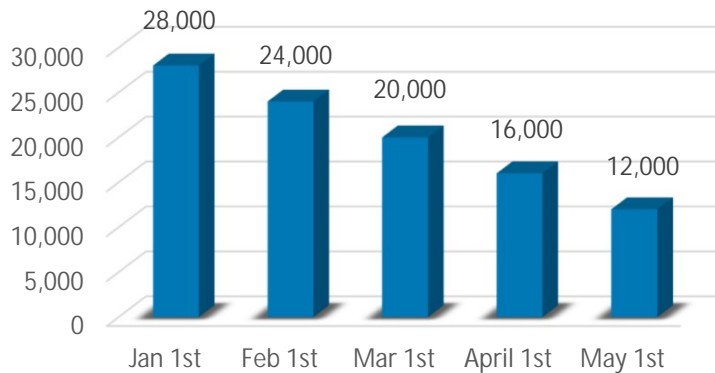




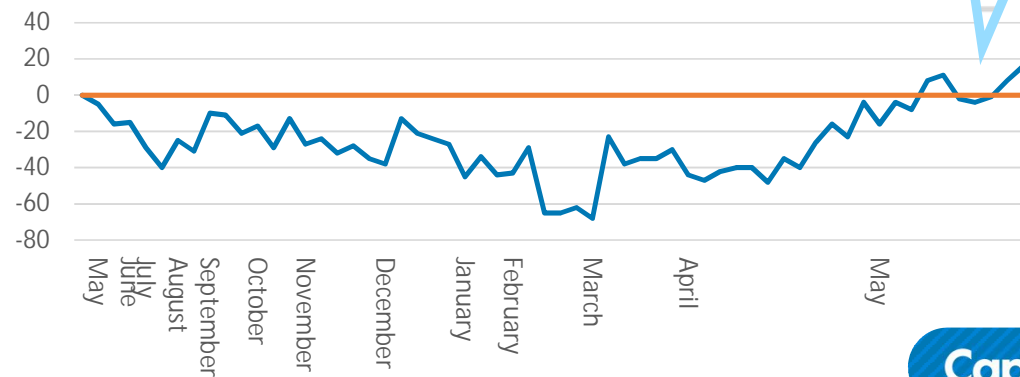
# Vehicle Availability

- The basics: you can't meet service needs without enough buses & operators
- Limited parts and/or mechanics = backlogged work
- As we improve shop workflow, increase supervision and lean on third-party vendors to assist, vehicle availability has improved

Backlogged hours of work



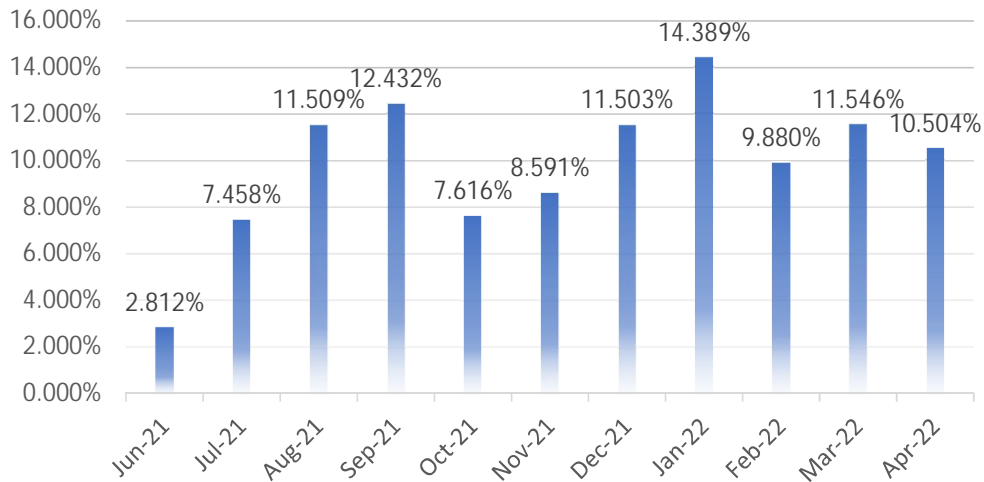
Vehicles Available to Meet Service Needs



# Lost Time: what the customer feels

- Lost time is 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
- Trending in the right direction

TOTAL % LOST (BUS ONLY)



DAILY LOST TIME



# Ridership

- After a seasonal drop during winter, ridership was on the rise again
- Daily ridership approaching 70K (68 in early May)
  - Nearing 65% of pre-Covid levels
- Will see another seasonal drop in ridership over the summer months
  - Summer ridership will be used as an opportunity to gain resources, improve vehicle availability and overall service level

# Where are we going

- Show the hourly workforce leadership role of CapMetro and how it ties back to their employer MV
- Message to the workforce:  
You are employed by MV, MTM, Herzog or CapMetro, but the work we all do is to provide CapMetro services. We are all here to provide service to our community, and we must all work together – one CapMetro family – to make that happen.
- Improve service quality by reducing lost time
  - Double down on hiring efforts to meet increased ridership demand and planned growth
  - Increase training efforts, and professional growth opportunities for existing and new employees
  - Continue efforts to improve bus parts availability as we work through global supply chain issues
- Stand ready as ridership returns

CapMetro

Thank you!



# Capital Metropolitan Transportation Authority

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Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-339

**Agenda Date:** 1/24/2022

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President & CEO Monthly Update