

~ NOTICE OF MEETING ~
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
2910 East Fifth Street Austin, TX 78702

~ Agenda ~

Monday, May 24, 2021

12:00 PM

Capital Metro Rosa Parks Boardroom

I. Public Comment:

II. Advisory Committee Updates:

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

III. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. CAMPO update
4. Austin Transit Partnership update

IV. Consent Items

1. Approval of minutes from the March 29, 2021 board meeting.
2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with STADLER Rail Group for the purchase, installation, testing and commissioning of six (6) Auxiliary Cooling Systems for MetroRail Diesel Multiple Units (DMUs) in an amount not to exceed \$185,590 which includes \$20,000 in contingency.

V. Action Items:

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Agreement Regarding Transit Matters with Austin Stadco LLC to (i) memorialize certain financial commitments of Austin Stadco LLC to Capital Metro pursuant to the lease with the City of Austin concerning Q2 Stadium and (ii) address certain matters related to the development and operation of the proposed McKalla Place rail station, including the development of a transportation, parking and event plan that addresses certain safety and security measures, among other items.
2. Approval of a resolution authorizing updates to the Code of Ethics adopted by the Board of Directors.

VI. Presentations:

1. Project Connect Monthly Update

2. Capital Metro Brand Refresh
3. Contracting Review Requirements

VII. Reports:

1. President's Report

VIII. Items for Future Discussion:

IX. Adjournment

ADA Compliance

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

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

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

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 05/24/2021

(ID # 4870)

Access Advisory Committee

TITLE: Access Advisory Committee

Access Advisory Committee
Wednesday, May 5th, 2021
TEAMS
5:30 p.m. – 7:03 p.m.

Call to Order:

Chair Paul Hunt, Access Advisory Committee

Chairman Prentice called the meeting to order at 5:33 p.m.

Introductions:

Committee members present were Paul Hunt, John McNabb, Chris Prentice, Audrea Diaz, Glenda Borne, Mike Gorse, Otmar Foechner, Andrew Bernet, John McNabb

Capital Metro staff and contractors present were: Martin Kareithi, Chris Westbrook, Jo Anne Ortiz, Ricardo Boulware, Chad Ballentine, Raul Vela, Gloria Barnes, Suzie Edrington, Mark Herrera, Ora Chisom, Jonathan Tanzer, David Chapa, Jesse Marroquin,

Citizens' Communication

Members of the public

None

CAC Committee meeting

The main topic of the meeting was the \$300 million for anti-displacement program. Jo Anne explained the meeting was more fore getting to know each other and as the meetings move forward the

Project Connect/ATP Update

Yannis Banks Community Engagement Coordinator

Chad Ballentine – Our service characteristics and guidelines were approved at the last board meeting. Looking at the existing zones we scored them on 3 major areas of focus: community characteristics, service quality and sustainability. All 3 buckets add up to 30 points for a total of 90 points. If it is 60 points or higher, we keep it. If it is 41-59 points we will make some adjustments. For 40 points or less we will discontinue it. We won't start applying these measurements until FY 23 when we are moving forward with our budgeting. We will be reporting back on them but not taking action until FY 23. Our goal is to report back every 6 months. Glenda – Have you scored any existing zones to see where they fall out of curiosity? Chad – We have but they aren't scoring very well right now due to covid and the reduction of rides. Chris – When are we going to relax the covid precautions? Chad – Fed government will require us to wear masks until September. August is when we are thinking of going full force & adding more service back. Chad – We are still moving forward with the 3 zones mentioned before. Dessau will be first with a mid-June launch for it. In July we are hoping to launch Manchaca zone and around August the North Oak Hill zone. Glenda – Were there any tweaks to the Dessau zone? Chad – There were but they aren't finalized. We can go over it next month.

Martin – Virtual open houses are open until May 21st. I strongly encourage you to check it out give some comments about the amenities.

Austin FC & Title VI Update

Lawrence Deeter, Principal Planner, Short Range

First home match of Austin FC is June 19th at 8 pm. We are looking at about 1200 fans on 803, 500 on 3 and 383 and 1,000 fans on MetroRail. MetroAccess has a dedicated drop off & pickup location at the Southwest entrance to Q2 stadium. On gameday the north bound 803 will be on detour about 4 hours before kickoff. We will have a temporary NB MetroRapid stop by Bright Verde Way. On gameday we will have a minimum of 10 min frequency on 803. We will have a new SB Temp 803 station at the Northwest corner of Braker & Burnett. Paul – Will you use any of the articulating buses? Lawrence – Yes. Route 383 will go from every 30 mins to every 15 mins between NLTC and Pavilion park and ride. Route 392 will increase to every 20 mins on gameday. The city has been frantically building sidewalks in the area. Regular MetroRail service prior to the game. Additional trains 30 minutes after the event ends. We will have some wayfinding out there as well as staff to help people find their way to and from the stadium.

Glenda – How well lit is the route from the stadium and back from MetroRail. Lawrence – That is a good question. We will have to look into that. Paul – So taking the 803 or 383, you have to cross Burnet & Braker. Are there sidewalks & also an accessible pedestrian beaker? Lawrence – There are brand new sidewalks there. All the curb ramps are being rebuilt. I do not remember if there are any beakers there. I will check in a couple weeks when we're back out there.

Title VI update – We must submit a Title VI policy every 3 years. This is an opportunity for us to update our policy. *Slides attached.*

Security Update

Troy Officer, Manager, Public Safety

We hired a new Emergency Management Officer. He started in February around the time of winter storm Uri. For this fiscal year we have set up a continuity of operations plans, and making sure our emergency operations center is fully operational. We have started to move forward with our CapMetro police department. Currently we have about 160 part-time APD officers that work 1200 hours per week. As the region continues to grow it impacts the availability and flexibility of our staff. Our service area also covers various jurisdictions that our Austin officers do not have police authority in. With our own PD we can focus on transit system public safety. Our officers focus would be on CapMetro properties and services. Chris – You say you are writing the program for the community intervention people, you said they are going to intervene and hook them up with programs. How will they convince individuals to participate in these programs? Troy – You can't make someone take help they do not want. As an agency we wanted to have a way to help our patrons with help by having an alternative to law enforcement intervention. Chris – Will the intervention folks be on call for when an incident is reported? Troy – We are starting out with 2 but our goal is to hire more. John – Is the See Something, Say Something app accessible? Martin – Yes, it is fully accessible. I worked with the developers of the app. Glenda – For training, there needs to be more on how to handle people with a dog guide. Troy – We will be small enough that we will be able to hire some really great people who aren't just physically fit for the job but also mentally fit. Estrella – Want to commend you on the work you are doing around the safety plan for the community.

Approval of April 2021 Minutes*Access Committee*

Chris was added to CapMetro staff, remove him from there. Minutes approved

June Meeting Topics

Final parameters on Dessau Pickup Zone, Review June Service Change. Discussion topic on when to return to in person meetings. Legislative Update & Budget.

Meeting adjourned at 7:13

Capital Metropolitan Transportation Authority MEETING DATE: 05/24/2021
Board of Directors

(ID # 4869)

Customer Service Advisory Committee
(CSAC)

TITLE: Customer Service Advisory Committee (CSAC)

Customer Satisfaction Advisory Committee
Wednesday, May 12th, 2021
Virtual Meeting
6:00 p.m. – 7:30 p.m.

Call to Order:

Chairman Taylor called the meeting to order at 6:12 p.m.

Introductions:

Committee members present were: Ephraim Taylor, David Shapiro, David Foster, BJ Taylor

Capital Metro staff present were: Yannis Banks, Gloria Barnes, James Bush, Lawrence Deeter, Darryl Jamail

General Public: Ruven Brooks

Community Communications

N/A

Project Connect Update/Pickup Update

Yannis Banks, Community Engagement Coordinator and James Bush Program Manager, Pickup Service

Yannis - Virtual Open Houses are still happening. **Pickup:** James – We use the criteria of Community characteristics, Sustainability and Service Quality when looking to see how well a zone is performing. Each zone has at least an HEB, medical facility, schools, etc in it. Due to covid, we aren't currently rating any of our zones. We will look to start it back up for fiscal year 23. Ephraim – How long will you run the KPIs for? James – We will run them every 6 months. David F – What were the criteria for creating the KPIs? Yannis – Texas A&M Transportation Institute helped with creating the criteria. Ephraim – Will there be a performance dashboard as well for Pickup? Yannis – Yes there will be one.

Security Update

Darryl Jamail, Director, Security & Emergency Management

Emergency management – During the winter storm we were able to focus on life saving trips, warming, water distribution, etc. Also prepared us to be able to start the system back up. During 2021 we will do a full-scale batter electric bus exercise to be ready for another emergency event. Public Safety – We will be starting a public safety ambassador program. They will have a public safety role for incidents that do not require a police officer. We are making a transition from sworn to non-sworn officers in areas that we can. This will allow us to be more efficient & flexible to the needs of the community. Three prong approach with police officers, community intervention specialist & public safety ambassadors.

Austin FC & Title VI Update

Lawrence Deeter, Principal Planner, Short Range

Q2 Plan - First home match of Austin FC is June 19th at 8 pm. We are looking at about 1500 fans on 803, 500 on 3 and 383 and 1,000 fans on MetroRail. MetroAccess has a dedicated drop off & pickup location at the Southwest entrance to Q2 stadium. On gameday the north bound 803 will be on detour about 4 hours before kickoff. We will have a temporary NB MetroRapid stop by Bright Verde Way. On gameday we will have a minimum of 10 min frequency on 803. We will have a new SB Temp 803 station at the Northwest corner of Braker & Burnett. Route 383 will go from every 30 mins to every 15 mins between NLTC and Pavilion park and ride. Route 392 will increase to every 20 mins on gameday. The city has been frantically building sidewalks in the area. Regular MetroRail service prior to the game. Additional trains 30 minutes after the event ends. We will have some wayfinding out there as well as staff to help people find their way to and from the stadium. David F – If they only have 850 parking spots & you’re expecting only 1500 people to ride there, how will the other 16,000 thousand will arrive? Lawrence – You will have to check with Austin FC. They hired the consultant that did these figures. They are a respected firm & I trust their math. Ephraim – With the double tracking are their plans to accommodate multiple trains? Lawrence – Yes there is.

Title VI – We must submit a Title VI policy every 3 years. Ruven – What about new payment methods, will that trigger a Title VI analysis? Lawrence – Yes, anything that has to do with fares will trigger an analysis. *Slides attached*

Approval of April minutes

June Meeting

-
- **Conclusions of Ziccla project**
- **Update of how the electric buses are doing**

Meeting Adjourned at 7:27

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 05/24/2021
(ID # 4864)
Approval of March 2021 Minutes**

Approval of minutes from the March 29, 2021 board meeting.

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
2910 East Fifth Street Austin, TX 78702**

~ Minutes ~

**Monday, March 29, 2021
12:00 PM**

**12:03 PM Meeting Called to Order
2:50 PM Meeting Adjourned**

I. Public Comment:

Susan Pantell, citizen, commented on Pickup Service standards and guidelines. She would like that analysis of Pickup zones when evaluating the service not just include other Pickup zones, but also be compared with expansion or providing more frequency on fixed-route services. She is also concerned that she emailed staff about her concerns on this topic but did not receive a response.

II. Advisory Committee Updates:

1. Customer Service Advisory Committee

Community Engagement Specialist Yannis Banks provided the monthly update.

This month the CSAC Committee heard updates on the new wheelchair ramp pilot near the University of Texas; new Riverside Drive bus lane; and the new Pflugerville Pickup zone.

Board member Kitchen asked about the possibility of making the advisory committee meetings more accessible to the public by either streaming live or recording the meetings. President Clarke said that he would be sure that staff looks into doing so.

2. Access Advisory Committee

Community Engagement Specialist Yannis Banks provided the monthly update.

This month the Access Committee heard updates on the new wheelchair ramp pilot near the University of Texas; the upcoming vehicle grant program; the Pickup program; and the agency's winter storm response.

III. Board Committee Updates:

1. Operations, Planning and Safety Committee

This month's committee meetings were canceled, so no report was given.

2. Finance, Audit and Administration Committee

This month's committee meetings were canceled, so no report was given.

3. CAMPO update

This month's report was given at the Special Board meeting on March 17. The next CAMPO meeting is scheduled for April 12th.

4. Austin Transit Partnership update

Board Member Stratton provided an Austin Transit Partnership (ATP) March board update. Charters for the new ATP Technical Advisory Committees were approved, as was the grant agreement with the City of Austin governing the provisioning of the \$300 million in anti-displacement funding, with some of the funding being brought forward to make it available earlier. The board also received updates on the current community engagement efforts on the Blue, Orange, and MetroRapid lines.

Attachment: 210329 Board Meeting minutes (4864 : Approval of March 2021 Minutes)

Following the ATP update, Board Member Pool suggested that at some point in the future there may be questions around Project Connect (or ATP) initiatives - either financial or technical - that Board Member Stratton is not able to answer as part of his regular updates, and wondered if the Capital Metro board would be given direct access to ATP staff for those sorts of questions. She would like to ensure proper cross-pollination. President Clarke and other board members discussed some of the expectations and logistics around those types of informational updates, with President Clarke explaining that if needed for a particular update ATP staff could be brought in for Cap Metro board meetings.

Further discussion ensued, with Board Member Kitchen following up with a further question about timing of the anti-displacement funding and the frequency of updates to the Cap Metro board and city council. Board Member Stratton summarized his understanding of the process and when updates and actions would be provided and required. Board Member Kitchen indicated that she will request that a specific schedule for reviewing the integrated financial model be incorporated into the joint powers agreement, and also that the Cap Metro board receive a separate update on the model before that time. Vice Chair Travillion suggested that the board put process questions like the ones this discussion has raised in writing and discussed at a later date to clarify the ask and who will be responsible.

IV. Action Items:

- 1. Approval of minutes from the January 25, 2021 Public Hearing and January 25, 2021 Board Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Pool, Board Member
SECONDER:	Troy Hill, Board Member
AYES:	Mitchell, Kitchen, Renteria, Travillion, Stratton, Hill, Pool
ABSENT:	Cooper

- 2. Approval of a resolution appointing a slate of candidates selected by the joint Capital Metro-Austin City Council Nominating Committee (“Nominating Committee”) for the Project Connect Community Advisory Committee (“CAC”).

Manager of Community Involvement Jackie Nirenberg brought this item forward.

Jackie presented the board with the slate of candidates recommended by the nominating committee for the Community Advisory Committee (CAC). 64 applications were received, with 9 being put forward as recommended. 5 members designated as coming from other groups and committees.

Board Member Kitchen thanked the nominating committee for their work and reminded the board that a full report on the process is in the board packet this month. Board Member Stratton noted that one of the recommended candidates is ex officio, and wanted to ensure that the CAC charter allowed for that. Jackie responded that it does. Board Member Pool noted how much she enjoyed serving on the committee and that the City Council approved these candidates at their meeting last week.

Attachment: 210329 Board Meeting minutes (4864 : Approval of March 2021 Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Kitchen, Board Member
SECONDER:	Terry Mitchell, Board Member
AYES:	Mitchell, Kitchen, Renteria, Travillion, Stratton, Hill, Pool
ABSENT:	Cooper

3. Approval of a resolution authorizing the President & CEO, or his designee, to approve a contract for Literature Distribution services with SmartMail of Austin, Inc. for a base one (1) year amount not to exceed \$245,705 and four (4) option years with a total not to exceed amount of \$1,282,565.

Executive Vice President and Chief Experience and Engagement Officer Brian Carter brought this item forward.

Many customers still rely on printed customer information to assist them in riding Capital Metro services, including route leaflets and special event notices. Demand for these materials have remained consistent during the reduced pandemic ridership.

Board Member Stratton asked if we produce these materials in multiple languages. Brian responded that most frequently additional languages are included on the same leaflet, rather than producing multiple versions of the same leaflet in different languages.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Mitchell, Board Member
SECONDER:	Sabino Renteria, Board Member
AYES:	Mitchell, Kitchen, Renteria, Travillion, Stratton, Hill, Pool
ABSENT:	Cooper

V. Presentations:

1. Title VI Policy Update

(This item was taken out of order and presented following Public Comment.)

Principal Planner Lawrence Deeter and consultant Tina Spencer from NWC Partners gave the presentation. Lawrence provided the board with an overview on the process of these policies, and the reasons for doing so. He then introduced Ms. Spencer, who walked the board through the requirements under Title VI, which Capital Metro is bound by as a direct recipient of Federal Transit Administration funds. She included the goals and a process for updates to the agency’s Language Assistance Plan (LAP) for Limited English Proficiency (LEP) populations. She also introduced the board to the proposed updates to three Capital Metro Title VI policies: the Major Service Change Policy, the Disparate Impact Policy, and the Disproportionate Burden Policy. These policies can only be updated once every three years. Federal guidance also requires documentation of a public outreach process on any updates, and a draft plan has been sent to each board member.

Lawrence then walked through a proposed timeline and next steps for the policy updates. Submission of the updated policies is required on or before July 31, 2021. The team expects to ask for board approval at the June board meeting.

Board Member Kitchen asked if the board’s two advisory committees would be updated and consulted as these proposed changes move forward. Lawrence said that he will on the CSAC and Access Committee agendas for May. She also asked about the deadline for comments on the Public Outreach Plan. Lawrence said he hoped to receive all comments back this week.

Attachment: 210329 Board Meeting minutes (4864 : Approval of March 2021 Minutes)

2. Red Line Parkway

Executive Vice President of Planning and Development Sharmila Mukherjee gave the presentation.

Sharmila updated the board on recent developments along the MetroRail Red Line, include efforts to improve schedule optimization, special events, signal upgrades, station projects at McKalla and Broadmoor, track improvements and coordination to improve multimodal connections.

Board Member Stratton asked about the long term speed goal and double tracking efforts along the line. Vice President of Rail Operations Dave Dech responded that speed and run time are two of the things that we are working with our schedule consultants on, and that a long section of passing track will be coming online between Lakeline and Leander that will allow for additional service.

3. NEPA Process Overview

Executive Vice President of Planning and Development Sharmila Mukherjee gave the presentation.

Sharmila gave an overview of what the National Environmental Policy Act (NEPA) of 1970 is, and which projects it applies to. There are three levels of environmental clearance for projects based on their level of impact to the environment, and Sharmila presented an overview of each as they apply to transportation projects. Prior to a full review there is a tiered process to determine which NEPA phase a project will move forward into. NEPA reviews include a whole host of impacts that fall under the physical/natural environment, human environment, and cultural environment categories. Sharmila also summarized the prescribed roles and responsibilities of the various agencies and stakeholders during the NEPA process.

Board Member Kitchen asked Sharmila to give a quick update on where several current Project Connect projects are in the process. Sharmila updated the board on the Blue and Orange Lines, which are in the NEPA scoping process, and the new MetroRapid lines, which are advancing under NEPA categorical exclusion. President Clarke gave further details on the timeframe for each of the submissions, how stakeholder comments are considered and responded to, and what some of the touch points along the way will be. Board Member Kitchen followed up asking when board members might be able to get further details on route alignments and station locations so that they could keep the public informed. President Clarke indicated that he expects those sorts of briefings to board and council to begin in May, and that keeping everyone fully informed is critical to the process.

VI. Reports:

1. President's Report

President Clarke presented his monthly report. This month's topics included the activities celebrating Transit Employee Appreciation Day; the launch of the new Pickup zone in Pflugerville, and Capital Metro's recognition of Women's History Month by highlighting the agency's female leadership. He also updated the board on the potential for a new infrastructure bill from the Biden administration, and that staff is working hard to identify any opportunities for grant funding that might arise from that.

VII. Items for Future Discussion:

VIII. Adjournment

ADA Compliance

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

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

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Attachment: 210329 Board Meeting minutes (4864 : Approval of March 2021 Minutes)

Contract for DMU Cooling Modifications

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with STADLER Rail Group for the purchase, installation, testing and commissioning of six (6) Auxiliary Cooling Systems for MetroRail Diesel Multiple Units (DMUs) in an amount not to exceed \$185,590 which includes \$20,000 in contingency.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 5/12/2021
(ID # AI-2021-1455)
DMU Cooling System**

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with STADLER Rail Group for the purchase, installation, testing and commissioning of six (6) Auxiliary Cooling Systems for MetroRail Diesel Multiple Units (DMUs) in an amount not to exceed \$185,590 which includes \$20,000 in contingency.

FISCAL IMPACT:

Funding for this action is available in the FY2021 and proposed FY2022 Capital Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. High Quality Customer Experience
3. Sustainability

Strategic Objectives:

- 1.1 On Time Performance
- 1.2 Ridership
- 1.3 Customer Satisfaction
- 3.7 Adherence to Safety Management System

EXPLANATION OF STRATEGIC ALIGNMENT:

This agenda item is in alignment with Capital Metro's commitment to provide a safe and reliable transportation system to its customers.

BUSINESS CASE:

Downtown Station Trains staged for more than 30 mins are required to be in standby mode (engine shut down) to comply with the noise and pollution agreement with the City of Austin and Hilton Hotel. The new equipment will keep the HVAC system fully operational using hotel power when the engine is shut down.

COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 12, 2021.

EXECUTIVE SUMMARY:

The six original MetroRail DMUs (the GTW G-1 fleet) are not equipped with auxiliary cooling systems. The current cooling system is only active when the diesel engines are running. These new auxiliary systems will allow standby trains to be in complete



readiness on a moment's notice with air brake and HVAC system fully operational. The remaining four MetroRail DMUs (the GTW G-4 fleet) were equipped with this technology when manufactured.

DBE/SBE PARTICIPATION:

No SBE goal is assigned to this solicitation because it is a sole source procurement and there is no scope of subcontracting. It is justified as a sole source because the item is available from a single source, the vehicle manufacturer.

PROCUREMENT:

On February 1, 2021, a Request for Proposal Sole Source was issued and advertised. The proposal from Stadler Service AG was received by the due date of February 19, 2021, prior to 3:00 p.m. The proposal was reviewed in all aspects of pricing and technical approach.

The proposal from Stadler Service AG. was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price for the one-year term.

RESPONSIBLE DEPARTMENT: Commuter Rail Operations



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2021-1455)

DMU Cooling System

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management strive to improve the overall Customer Satisfaction and safety of the transit services by implementing a DMU Cooling System; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to execute this contract to allow Capital Metro to complete the installation of the DMU Cooling System to be in compliance with our agreements to reduce noise and pollution while also keeping the vehicles ready to operate.

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 STADLER Rail Group for the purchase, installation, testing and commissioning of six (6) Auxiliary Cooling Systems for MetroRail Diesel Multiple Units (DMUs) in an amount not to exceed \$185,590 which includes \$20,000 in contingency.

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2021-1455 (4858 : Contract for DMU Cooling Modifications)

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 05/24/2021
(ID # 4865)**

Agreement with Austin Stadco LLC

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Agreement Regarding Transit Matters with Austin Stadco LLC to (i) memorialize certain financial commitments of Austin Stadco LLC to Capital Metro pursuant to the lease with the City of Austin concerning Q2 Stadium and (ii) address certain matters related to the development and operation of the proposed McKalla Place rail station, including the development of a transportation, parking and event plan that addresses certain safety and security measures, among other items.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 5/24/2021
(ID # AI-2021-1463)**

Agreement Regarding Transit Matters with Austin Stadco LLC

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Agreement Regarding Transit Matters with Austin Stadco LLC to (i) memorialize certain financial commitments of Austin Stadco LLC to Capital Metro pursuant to the lease with the City of Austin concerning Q2 Stadium and (ii) address certain matters related to the development and operation of the proposed McKalla Place rail station, including the development of a transportation, parking and event plan that addresses certain safety and security measures, among other items.

FISCAL IMPACT:

Austin Stadco LLC will pay to Capital Metro (i) an amount not to exceed \$640,000 for the construction of certain bus and transit facilities to be located in public rights-of-way in the vicinity of Q2 Stadium; and (ii) \$3,000,000, to be paid in equal installments of \$200,000 over a 15-year period, for the purpose of helping to defray Capital Metro's costs and expenses in connection with the design, construction and permitting of the McKalla Place rail station.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. High Quality Customer Experience
2. Sustainability
3. Valued Community Partner

Strategic Objectives:

- 1.1 Safety & Risk
- 1.2 Continuous Improvement
- 1.3 Dynamic Change
- 1.4 Culture of Innovation
- 1.5 Resource Optimization
- 1.6 Safety Culture
- 1.7 Build Partnerships
- 1.8 Value of Transit
- 1.9 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT:



Austin Stadco LLC's financial contributions and commitments will support Capital Metro's strategic objectives to improve and expand transit services through investments in infrastructure and a beneficial public-private partnership.

BUSINESS CASE:

This Agreement will add to the long-term value of Capital Metro rail assets and bus facilities, enabling the provision of enhanced transit connections and expand and optimize the value of current assets.

EXECUTIVE SUMMARY:

Under the lease between The City of Austin and Austin Stadco LLC for the construction, leasing and occupancy of a sports stadium located at 10414 McKalla Place, Austin Stadco LLC agreed to enter into a written agreement with Capital Metro regarding the terms of Austin Stadco LLC's (i) construction, per Capital Metro design and approval, of bus and transit facilities identified and recommended by Capital Metro in an amount not to exceed \$640,000; and (ii) contribution of \$3,000,000 to Capital Metro for Capital Metro identified and Company approved and recommended transit-related facilities to be paid in equal installments over a 15-year period.

This Agreement Regarding Transit Matters memorializes and elaborates on those terms by providing that Austin Stadco LLC will pay to Capital Metro (i) an amount not to exceed \$640,000 for the construction of certain bus and transit facilities to be located in public rights-of-way in the vicinity of Q2 Stadium; and (ii) \$3,000,000, to be paid in equal installments of \$200,000 over a 15-year period, for the purpose of helping to defray Capital Metro's costs and expenses in connection with the design, construction and permitting of the McKalla Place rail station. This Agreement also addresses other matters related to, among other items, a transportation, parking and event plan that addresses certain safety and security measures and cooperation between the parties during the construction and operation of the McKalla Place rail station.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on May 24, 2021.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Legal



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2021-1463)

Agreement Regarding Transit Matters with Austin Stadco LLC

WHEREAS, under the lease between The City of Austin and Austin Stadco LLC for the construction, leasing and occupancy of a sports stadium located at 10414 McKalla Place, Austin Stadco LLC agreed to enter into a written agreement with Capital Metro regarding the terms of Austin Stadco LLC’s (i) construction, per Capital Metro design and approval, of bus and transit facilities identified and recommended by Capital Metro in an amount not to exceed \$640,000; and (ii) contribution of \$3,000,000 to Capital Metro for Capital Metro identified and Company approved and recommended transit-related facilities to be paid in equal installments over a 15-year period.

WHEREAS, Capital Metro and Austin Stadco LLC wish to enter into an agreement to memorialize Austin Stadco LLC’s financial obligations under its lease with the City of Austin and address certain coordination efforts by the parties to support Capital Metro’s construction and operation of the McKalla rail station and the safety and security of Capital Metro customers in and around the Austin Stadco LLC’s sports stadium.

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 Agreement Regarding Transit Matters with Austin Stadco LLC.

**Secretary of the Board
Eric Stratton**

Date: _____

Attachment: Resolution-AI-2021-1463 (4865 : Agreement with Austin Stadco LLC)

Cap Metro and Austin FC Agreement - McKalla Station

Sharmila Mukherjee, AICP
Executive Vice President, Planning & Development

Capital Metro Transportation Authority



Overview of Financial Agreement

As part of the transportation mitigation requirements in its lease with the City, Austin Stadco LLC will pay to Capital Metro:

- an amount not to exceed **\$640,000** for the construction of certain bus and transit facilities to be located in public rights-of-way in the vicinity of Q2 Stadium, and

MetroRail Station

- **\$3,000,000**, to be paid in equal installments of **\$200,000** over a 15-year period, for the purpose of helping to defray Capital Metro's costs and expenses in connection with the design, construction and permitting of the McKalla Place rail station

Alignment with Agency Strategic Goals

- High Quality Customer Experience
 - Better transit connections to key regional destinations
- Sustainability
 - long-term value of Capital Metro rail and bus assets
 - enabling the provision of enhanced transit connections
 - expand and optimize the value of current assets
- Valued Community Partner
 - Supporting economic growth
 - Connecting People to Places
 - Game Day and Event Service Plan and Future McKalla Station



Service to Q2 Stadium

- Increasing frequency on the following routes on game days
 - MetroRapid 803
 - MetroBus Route 3, 383 and 392
- MetroAccess with designated pickup/drop off area
- Operating MetroRail for two hours after games
- MetroRail Red Line to Kramer Station
 - Special service to Austin FC gamedays, including the Q2 opening event U.S. Women's National Team plays Nigeria on June 16th
 - Saturday service will begin at about 10 a.m. and operate until after midnight
 - MetroRail operations for two hours after games
- CapMetro.org/AustinFC





MCKALLA STATION PLATFORM
ARTIST CONCEPTUAL RENDERING



METRO

THANK YOU!

Attachment: McKalla Station Agreement_V0 (4865 : Agreement with Austin Stadco LLC)

AGREEMENT REGARDING TRANSIT MATTERS

This Agreement Regarding Transit Matters (this “**Agreement**”) is made to be effective as of May ___, 2021 (the “**Effective Date**”), between **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a public political subdivision of the State of Texas (“**Capital Metro**”) and **AUSTIN STADCO LLC**, a Delaware limited liability company that is qualified to do business in Texas (“**Company**”). Capitalized terms used but not defined in the body of this Agreement.

RECITALS

A. The City of Austin (“**City**”), as landlord, and Company, as tenant, entered into a Lease and Development Agreement dated effective as of December 12, 2018 (as it may be amended from time to time, the “**Lease**”) concerning the construction, leasing, and occupancy of a sports stadium, which is officially named “Q2 Stadium” as of the Effective Date, and associated infrastructure and development (“**Stadium**”) on a City-owned site located at 10414 McKalla Place and more particularly described in Exhibit A attached to the Lease (the “**Land**”).

B. The Land is located adjacent to two tracts of land owned by Capital Metro, which are more particularly described in the instruments recorded in Volume 688, Page 512 (subject to rights of reverter as described in that recorded instrument) and in Volume 13187, Page 3118, both recorded in the Deed Records of Travis County, Texas, and depicted on Exhibit A attached hereto and incorporated herein.

C. Section 4.1 of the Lease provides that Company must enter into a written agreement with Capital Metro regarding the terms of Company’s (i) construction, per Capital Metro design and approval, of bus and transit facilities identified and recommended by Capital Metro in an amount not to exceed \$640,000; and (ii) contribution of \$3,000,000 to Capital Metro for Capital Metro identified and Company approved and recommended transit-related facilities.

D. Capital Metro and Company desire to enter into this Agreement in furtherance of the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, Capital Metro and Company agree as follows:

1. Transit Facilities.

(a) Capital Metro and/or the City will construct certain bus and transit facilities such as bus stops, lane striping and signage to be located in public rights-of-way in the vicinity of the Stadium (“**Transit Facilities**”) in accordance with Capital Metro’s design and specifications.

(b) The Transit Facilities were designed by design professionals retained and paid for by Capital Metro and/or the City.

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(c) Company will be responsible for the costs and expenses for the permitting and construction of the Transit Facilities (the “**Work**”) in an amount not to exceed Six Hundred Forty Thousand Dollars (\$640,000) (the “**Transit Facilities Cap**”). Such costs and expenses include, without limitation, the costs and expenses of any rail safety requirement, any payment and performance bonds and warranties for the Work, insurance required for the Work, and any other reasonable and actual out-of-pocket third party costs and expenses relating to the Work. In no event will Company be responsible for costs and expenses of the Transit Facilities project in excess of the Transit Facilities Cap.

(d) Company will enter into an escrow agreement (in a form reasonably acceptable to the parties) with Heritage Title Company of Austin, Inc. (“**Escrow Agent**”), as escrow agent, pursuant to which Company shall escrow the Six Hundred Forty Thousand Dollars (\$640,000) with Escrow Agent, and Capital Metro will use those escrowed funds to pay for the permitting and construction of the Transit Facilities. When the Work is completed, Capital Metro will account to Company by providing reasonable evidence that the escrowed funds have been used for such purpose.

(e) Company’s obligation to pay the costs and expenses for the permitting and construction of the Transit Facilities up to the Transit Facilities Cap will survive the expiration or earlier termination of this Agreement until paid in full.

2. Financial Contribution.

(a) Company will contribute Three Million Dollars (\$3,000,000) (“**Contribution**”) to Capital Metro for the purpose of helping to defray Capital Metro’s costs and expenses in connection with the design, construction and permitting of the McKalla Place Station (defined below) that Capital Metro is paying for on a current basis. Accordingly, Company acknowledges and agrees that the Contribution that is paid over time by Company will be used by Capital Metro for other transit-related facilities within Capital Metro’s jurisdiction as determined from time to time by Capital Metro.

(b) The Contribution will be payable by Company to Capital Metro in equal installments of \$200,000 each over a period of fifteen (15) years. The first installment will be due and payable on the first (1st) day of the calendar month following Capital Metro’s commencement of construction of the McKalla Place Station (but in no event later than March 1, 2022) with each subsequent installment being due and payable on the anniversary date of the initial payment until the Contribution has been paid in full. Company’s obligation to pay the Contribution will survive the expiration or earlier termination of this Agreement until paid in full. At the expiration or earlier termination of the Lease, any unpaid balance of the Contribution will be due and payable in full as of such date.

3. Transportation Plan; Park and Ride; Rail Safety; Additional Right-of-Way; Access to Land; Capital Metro Event Day.

(a) Company will work with the City to develop a transportation, parking and event plan pursuant to the terms of Section 4.2(a) of the Lease, which is subject to the City’s approval as provided in Section 4.2(a) of the Lease and otherwise consistent with Section 12.6 of

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the Lease. Such plan must be updated from time to time for safety and security at any at-grade crossing at McKalla Place Station and at road crossings at Braker and Rutland in the vicinity of the McKalla Place Station and Company will be responsible for such safety and security at its sole cost and expense. The development of such plan will be coordinated with Capital Metro as provided in Section 4.2(a) of the Lease. The obligations of Company under this Section 3(a) will survive the expiration or earlier termination of this Agreement.

(b) Company agrees to have good faith discussions with Capital Metro regarding Capital Metro's use, at no cost or expense to Capital Metro, of portions of available parking spaces for "park and ride" purposes at times other than when events are taking place at the Stadium (including reasonable periods of time for setup/load-in and takedown/load-out of events), including developing a mutually agreeable schedule and/or methodology for developing a schedule for such use, which schedule or methodology will include, among other things, communication by Company to Capital Metro of notice of scheduled and non-scheduled events as they become known and Capital Metro communications with users of the "park and ride" spaces as to the lack of availability of such spaces when events are taking place as described above. The obligations of Company under this Section 3(b) will survive the expiration or earlier termination of this Agreement.

(c) Capital Metro intends to construct a new MetroRail Station in the vicinity of the Land and along the current, active MetroRail line located to the east of the Land (the "**Active Rail Line**"), as depicted on Exhibit A attached hereto (the "**McKalla Place Station**"). On days on which events are held at the Stadium during construction of the McKalla Place Station, Capital Metro will provide one Capital Metro safety employee to work at the Stadium with Company's traffic and transportation staff to coordinate Capital Metro services with Company's traffic and transportation staff and services, and Company shall be responsible for all actual costs and expenses incurred by Capital Metro for providing such Capital Metro safety employee for the duration of such event and for two hours before and two hours after such event. The hourly rate of such Capital Metro safety employee is \$75 as of the Effective Date, and is subject to change from time to time. Company will reimburse Capital Metro for such costs and expenses within 10 days after Capital Metro invoices Company therefor. Such reimbursement obligation will commence on the commencement of construction (being the good faith commencement of site work) of the McKalla Place Station, which Capital Metro currently anticipates to be on or before Spring 2022. When the construction of the McKalla Place Station is completed (as evidenced by a certificate of occupancy issued by the City or equivalent and when the active warning system for all road crossings constructed in connection with the McKalla Place Station are completed and operational), the foregoing obligation of Company to reimburse Capital Metro will automatically terminate. Company's obligation to pay such costs and expenses for such Capital Metro safety employee will survive the expiration or earlier termination of this Agreement until paid in full. After construction of the McKalla Place Station is completed, the parties may agree on terms and conditions reasonably acceptable to them for Capital Metro to continue to provide one or more Capital Metro safety employee(s) to work at the Stadium on days on which events are held at the Stadium.

(d) Capital Metro agrees that, subject to closures for maintenance and repair, due to casualty, condemnation and other events beyond Capital Metro's control and required by

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applicable laws, rules and regulations, including, without limitation, orders of courts having jurisdiction, it will keep its Kramer MetroRail Station open and operational during all scheduled events at the Stadium until such time that construction of the McKalla Place Station is completed and the McKalla Place Station becomes operational.

(e) Company will reasonably cooperate with Capital Metro with respect to Capital Metro's need for additional right-of-way, as well as access to the Land for utilities, drainage, fencing, paving, landscaping, lighting, and transit rider passage, as required for construction, maintenance and operation of the McKalla Place Station, which may be in the form of easements or other mutually acceptable documents.

(f) If Capital Metro and Company desire to design or construct a pedestrian tunnel underneath the McKalla Place Station tracks and/or an above-ground pedestrian bridge over the McKalla Place Station tracks, then Company and Capital Metro agree to work in good faith to agree on the coordination and cooperation with respect to the placement, design, and construction of the McKalla Place Station in connection therewith on terms and conditions reasonably acceptable to them, including the cost thereof.

(g) Capital Metro will have the opportunity to exclusively utilize the Stadium for one (1) day each year without any venue rental payments. The date of the event is subject to Company's reasonable approval and any selected date shall be subject to customary Stadium scheduling, rescheduling, cancellation, insurance, and indemnification protocols, which shall be memorialized in a separate written venue agreement. Notwithstanding the foregoing, Capital Metro will be responsible for all expenses related to staffing and security requirements, customized audio/visual needs, customized activation needs, and food & beverage needs. Capital Metro acknowledges and agrees that it must utilize the Stadium's designated contractors to fulfill the aforementioned needs (e.g., catering must be contracted through the Stadium's master concessionaire and outside catering is not permitted).

4. Public Releases; Use of Company Name and Logo. All publicity and press releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Agreement which a party desires to make for the purposes of publication or dissemination to the public in whole or in part, shall be subject to approval by the other party. Notwithstanding the foregoing, Capital Metro may use Company's name and logo in materials to promote ridership to and from the Stadium, provided that Capital Metro first coordinates such use with Company in each instance. Capital Metro grants Company a non-exclusive, non-transferable, revocable and limited personal license to use Capital Metro's name, trademark, logo and other identifying characteristics ("**Branding**"), for use for the limited purpose of promotions related to this Agreement, subject to the limitations herein contained. Except for the limited license rights granted herein, Capital Metro reserves to itself all right, title, and interest in and to the Branding. Capital Metro will provide Company with a suite of official logos and color graphics for use in connection with this Agreement. Company will not, at any time, dispute or contest, directly or indirectly, Capital Metro's exclusive ownership of the Branding. Company acknowledges that its use of Capital Metro's Branding inures to Capital Metro's benefit, and that Recipient will not acquire any ownership in Capital Metro's Branding as result of the limited license granted by this Agreement. The limited license granted to Company is made subject to the following requirements and limitations: (i) the limited license granted may be used solely in connection

with this Agreement; (ii) Recipient shall strictly comply with the color and graphic representation requirements established by Capital Metro; (iii) Recipient shall not use the Branding in any manner that is likely to reduce, diminish, or damage the goodwill, value or reputation associated with the Branding as determined by Capital Metro in its sole discretion; and (iv) Recipient shall not use the Branding in any manner that would violate the rights of any third party as determined by Capital Metro in its sole discretion. Capital Metro shall have prior approval rights of all promotional material used in connection with Recipient's use of the Branding.

5. Default and Remedies. If Company fails to perform any of its obligations hereunder or otherwise breaches any provision hereof then Company will be in default hereunder. In the event of any such default, but subject to the other provisions of this **Section 4**, Capital Metro, at its election, may exercise any remedy available to it at law or in equity in addition to any remedy provided in this Agreement. If Capital Metro fails to perform any of its obligations hereunder or otherwise breaches any provision hereof then Capital Metro will be in default hereunder. In the event of any such default, but subject to the other provisions of this **Section 4**, Company, at its election, may exercise any remedy available to it at law or in equity in addition to any remedy provided in this Agreement. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, it is agreed that neither party to this Agreement will be considered to be in default under this Agreement until and unless the party alleging the default provides to the party alleged to be in default (the "**Defaulting Party**") a written notice specifying the exact nature of the alleged default and the actions necessary to remedy or cure such default (the "**Default Notice**"), and the Defaulting Party (a) fails, within 15 business days (3 business days in the case of Company's failure to timely make any scheduled payment on the Contribution due hereunder) after the Defaulting Party's receipt of the Default Notice, to remedy or cure any default under this Agreement which can be remedied or cured solely with the payment of money; or (b) fails, within 30 days after the Defaulting Party's receipt of the Default Notice, to remedy or cure any default under this Agreement which cannot be remedied or cured solely with the payment of money; provided, however, if such default cannot with due diligence and good faith be cured within 30 days, then the Defaulting Party will not be considered to be in default under this Agreement until and unless the Defaulting Party fails to commence to cure such default within 30 days after the Defaulting Party's receipt of the Default Notice, or the Defaulting Party fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required (not to exceed 120 days) to cure such default with diligence and in good faith. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, in no event will (i) Capital Metro be liable for any special, indirect, consequential, punitive, or exemplary damages arising from or relating to this Agreement and (ii) Company be liable for any special, indirect, consequential, punitive, or exemplary damages arising from or relating to this Agreement.

6. Notices. Formal notices, demands and communications between the parties will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, or sent by electronic mail transmission (including PDF) with confirmation or acknowledgment of receipt by the designated recipient (which confirmation or acknowledgment may be indicated by a response to the electronic mail

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transmission), to the addresses of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Company: Austin Stadco LLC
1835-A Kramer Lane, Suite 600
Austin, Texas 78758
Attention: Andy Loughnane
andy@austinfcc.com

with a copy to: Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701-2744
Attention: Richard T. Suttle, Jr.
rsuttle@abaustin.com

with a copy to: Covington & Burling LLP
One CityCenter, 850 Tenth Street, NW
Washington, DC 20001-4956
Attention: Peter Zern

Capital Metro: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702
Attention: Executive Vice President, Planning and
Development
sharmila.mukherjee@capmetro.org

with a copy to: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702
Attention: President and CEO
randy.clarke@capmetro.org

with a copy to: Capital Metropolitan Transportation Authority
700 Lavaca, Suite 1400
Austin, Texas 78701
Attention: Chief Counsel
kerri.butcher@capmetro.org

and: DuBois, Bryant & Campbell, LLP
303 Colorado Street, Suite 2300
Austin, Texas 78701
Attention: Rick Reed
reed@dbcllp.com

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused), in the

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case of certified mail two (2) business days following deposit of such instrument in the United States Mail or, in the case of electronic mail, the date when actually received and acknowledged by the intended recipient.

7. Limitation on Liability. No member, partner, officer, official or employee of Capital Metro will be personally liable to Company for any default or breach by Capital Metro, or for any amount which may become due to Company, or on any obligations under the terms of this Agreement. Except with respect to liability under any guaranty provided in connection with Company's obligations hereunder, no member, partner, officer, official or employee of Company will be personally liable to Capital Metro for any default or breach by Company, or for any amount which may become due to Capital Metro, or on any obligations under the terms of this Agreement.

8. No Partnership or Joint Venture. Nothing contained in this Agreement will be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Company and Capital Metro has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Company and Capital Metro are not, and will not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.

9. Severability. If any term(s) or provision(s) of this Agreement or the application of any term(s) or provision(s) of this Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such term(s) or provision(s) of this Agreement to other situations, will remain in full force and effect unless amended or modified by mutual consent of the parties; provided that, if the invalidation, voiding or unenforceability would deprive either Capital Metro or Company of material benefits derived from this Agreement, or make performance under this Agreement unreasonably difficult, then Capital Metro and Company will meet and confer and will make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to Capital Metro and Company.

10. Construction of Agreement. This Agreement has been drafted, reviewed and revised by legal counsel for both Company and Capital Metro, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Agreement.

11. Entire Agreement. This Agreement and all the documents, agreements, exhibits and schedules referenced herein constitute the entire understanding and agreement of the parties and supersede all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

12. No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party will be in writing and signed by a duly authorized representative of the party against

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whom enforcement of a waiver is sought, and any such waiver will not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

13. Time of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

14. Governing Laws. This Agreement will be construed and enforced in accordance with the laws of the State of Texas.

15. Venue. Venue for any action under this Agreement will be in the federal and state courts sitting in Travis County, Texas.

16. Interest. If Company fails to pay any amount to Capital Metro under this Agreement when it is due, that amount will bear interest from the date it is due until the date it is paid at the lesser of the following: (a) the rate of interest from time to time published or otherwise announced by JPMorgan Chase Bank (or its successor, by merger or acquisition), as its “prime rate” or “base rate” of interest (or, if it does not announce such a rate of interest, the most comparable rate of interest announced by it from time to time) plus 4% per annum, but in no event less than 12% per annum, or (b) the maximum rate of interest permitted under Legal Requirements.

17. No Third Party Beneficiaries. Capital Metro and Company hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein will be construed as giving any other Person third party beneficiary status. “**Person**” means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other form of entity.

18. Counterparts. This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, will constitute one (1) single instrument. An executed signature page transmitted by electronic means will be deemed an original signature page and will be effective as delivery of a manually executed signature page of this Agreement.

19. Time of Performance. All performance dates (including without limitation cure dates) expire at 5:00 p.m. Austin, Texas time, on the performance or cure date. A performance or cure date which falls on a day other than a business day is deemed extended to the next business day. A business day is a day other than a Saturday, Sunday or legal holiday observed by national banks operating in Austin, Texas.

20. Successors and Assigns. Except (i) in connection with a Permitted Project Financing (as defined in the Lease), (ii) for a Permitted Transfer (as defined in the Lease), (iii) for a Transfer (as defined in the Lease) under the Lease approved by the City in accordance with the terms and conditions of the Lease, and (iv) as otherwise provided below, Company is prohibited from assigning its interests in this Agreement without the prior written consent of

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Capital Metro, which consent may be granted or denied in the sole and absolute discretion of Capital Metro.

Notwithstanding the foregoing, in connection with any Permitted Transfer or any Transfer approved by the City, the following will apply:

- (A) no uncured event of default by Company under this Agreement exists (after the expiration of any applicable notice and cure period);
- (B) the then unpaid balance of the Contribution must be paid to Capital Metro;
- (C) the assignee of Company, as tenant, under the Lease and the assignee of Company under this Agreement must be the same Person and the interests assigned under the Lease and under this Agreement must be the entire interests of Company under each of the Lease and this Agreement and Company must provide Capital Metro satisfactory written evidence thereof and, in connection with a Transfer, written evidence of City's approval thereof;
- (D) the assignee must assume in writing all obligations of Company under this Agreement from and after the effective date of such assignment and assumption (including any unperformed obligations arising prior to the effective date thereof) and a copy of such written assignment and assumption must be delivered to Capital Metro at the effective date thereof; and
- (E) written notice of such proposed Permitted Transfer or Transfer must be given to Capital Metro at the same time, in the same form and including the same content and supporting documentation and information as is provided to the City under the Lease.

Further, in connection with any Permitted Project Financing, the following will apply:

- (A) no uncured event of default by Company under this Agreement exists (after the expiration of any applicable notice and cure period);
- (B) written notice of such proposed Permitted Project Financing must be given to Capital Metro at the same time, in the same form and including the same content and supporting documentation and information as is provided to the City under the Lease; and
- (C) at the request of Capital Metro, Company and any Permitted Project Financing Holder (as defined in the Lease) must enter into a commercially reasonable tri-party agreement with Capital Metro in connection with such Permitted Project Financing.

Notwithstanding the foregoing, Capital Metro will not unreasonably withhold its consent to assignment of Company's interests in this Agreement provided the following requirements are satisfied: (I) Capital Metro must first receive a written request for its consent to such assignment, together with reasonably detailed information concerning the type of assignment, the interests affected by the assignment, the identity, reputation and financial condition of the proposed transferee, and such other information related to the assignment and the transferee as Capital

Metro may reasonably request; (II) no uncured event of default by Company under this Agreement exists (after the expiration of any applicable notice and cure period), and (III) all of Company's interests under the Lease must be transferred to the same assignee/transferee as the assignee/transferee under this Agreement and must be in accordance with the terms of the Lease (the assignee/transferee of Company's interests under this Agreement and under the Lease must at all times be the same Person). If any guaranty of Company's obligations under this Agreement is outstanding at the time of any Permitted Transfer, any Transfer approved by the City or any other assignment approved by Capital Metro hereunder, that guaranty will continue in full force and effect and will not be released, terminated, limited or diminished by any Permitted Transfer, any Transfer approved by the City or any consent by Capital Metro to such other assignment.

This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of Capital Metro and Company, and where the terms "Company" or "Capital Metro" are used in this Agreement, they mean and include their respective permitted successors and assigns.

21. Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, Capital Metro and Company agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

22. Consents and Approvals. Unless expressly stated otherwise herein, each party's consent or approval (or similar action) will be in the party's sole discretion. Unless expressly stated otherwise in this **Section 22** to the contrary, any approval, agreement, clarification, determination, consent, waiver, estoppel certificate, estimate or joinder by Capital Metro required hereunder may be given by the President/CEO of Capital Metro or its designee; provided however, except for clarifications, minor amendments and minor modifications, the President/CEO of Capital Metro does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the Board of Directors of Capital Metro.

23. Payments. All sums payable to Capital Metro must be paid in the lawful money of the United States of America at the time of payment to Capital Metro at Capital Metro's address for notices as set forth herein, or at such other address as may be designated by Capital Metro upon not less than five business days' written notice to Company in accordance with **Section 5** of this Agreement.

24. Estoppel Certificate. Each party to this Agreement, within 20 days after its receipt of a written request from the other party, will from time to time provide the requesting party a certificate stating: (i) to such party's actual knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation with specificity; (ii) that this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of such certificate; and (iii) such other reasonable, factual matters as requested by the requesting party.

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25. Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by Capital Metro and Company.

26. Correction of Technical Errors. If, by reason of inadvertence, and contrary to the intention of Capital Metro and Company, errors are made in this Agreement in the typing of this Agreement or any of its exhibits or any other similar matters, the parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

27. Governmental Immunity. **CAPITAL METRO IS A GOVERNMENTAL AUTHORITY ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS. NOTHING CONTAINED HEREIN WILL BE DEEMED A WAIVER OF ANY RIGHTS OR PRIVILEGES AFFORDED GOVERNMENTAL AUTHORITIES UNDER THE LAWS OF THE STATE OF TEXAS OR THE TEXAS CONSTITUTION.**

28. Termination of Agreement. Upon the termination of this Agreement, all future rights and obligations of performance by the parties under this Agreement (except for the rights and obligations herein that expressly are to survive termination hereof) will terminate on the effective date of such termination. If not sooner terminated, this Agreement will terminate on the date of the expiration or earlier termination of the Lease.

[END OF TEXT - SIGNATURES ON FOLLOWING PAGES]

Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CAPITAL METRO:

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY,**
a public political subdivision of the State of Texas

By: _____
Randy Clarke, President and Chief
Executive Officer

APPROVED AS TO FORM:

By: _____
Ilyse Niland, Deputy Counsel

[Signature Block Continues on Following Page]

Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

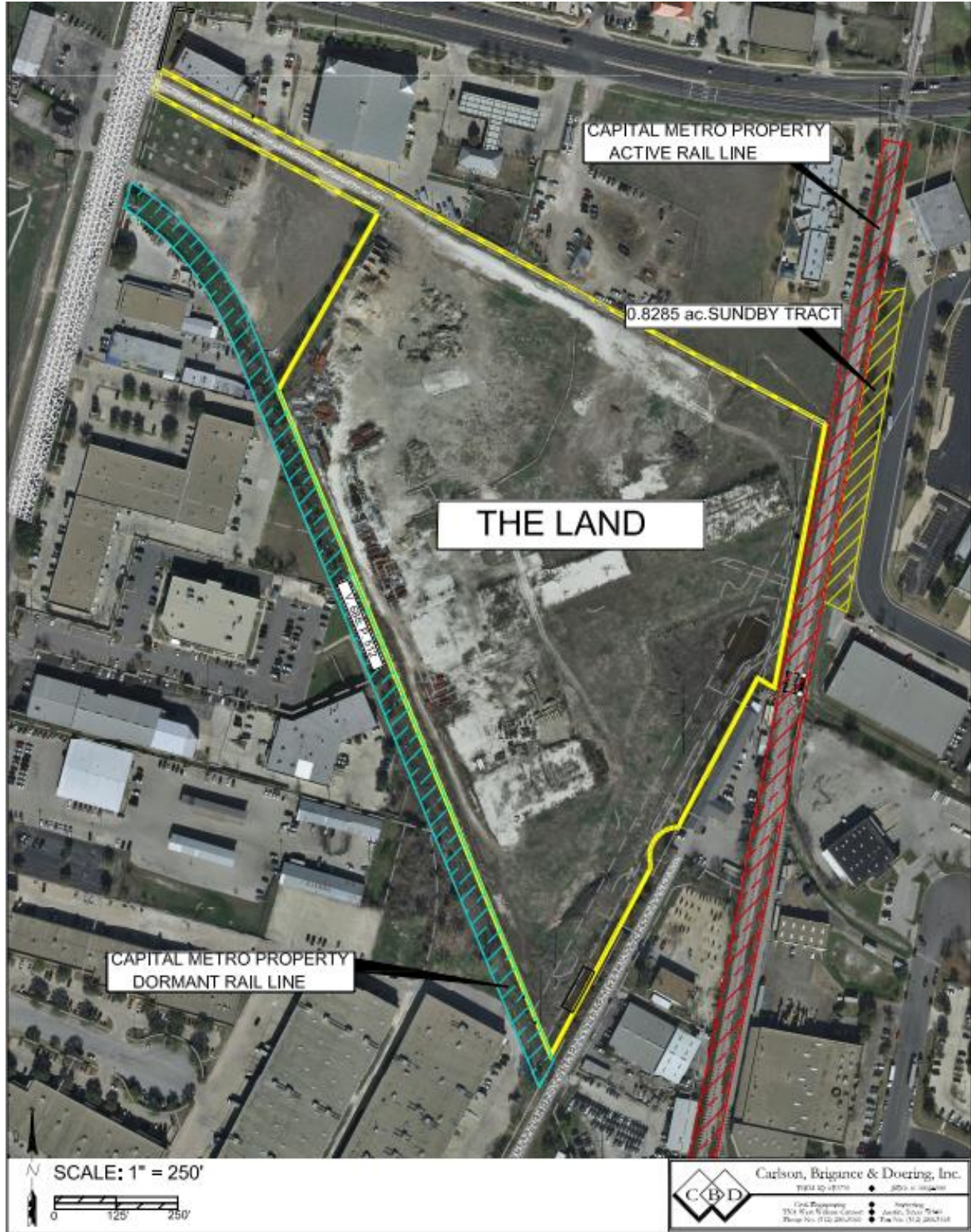
COMPANY:

AUSTIN STADCO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

EXHIBIT A



Attachment: Agreement Regarding Transit Matters(2783717.14) (4865 : Agreement with Austin Stadco LLC)

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 05/24/2021
(ID # 4847)
Code of Ethics Policy Update**

Approval of a resolution authorizing updates to the Code of Ethics adopted by the Board of Directors.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 5/24/2021
(ID # AI-2021-1460)
Code of Ethics Update**

SUBJECT:

Approval of a resolution authorizing updates to the Code of Ethics adopted by the Board of Directors.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

4. Human Capital, 5. Finance

Strategic Objectives:

4.1 Enhance organizational development, 4.3 Be an Employer of Choice, 5.1 Continue improvement of the financial systems of the agency

EXPLANATION OF STRATEGIC ALIGNMENT:

The policies adopted by the Board of Directors provide strategic direction to the President & CEO and the Authority with regard to policy matters within the purview of the Board.

BUSINESS CASE:

Review and updates to the Code of Ethics is prudent to ensure it meets the ongoing needs of the Authority.

COMMITTEE RECOMMENDATION: This item was recommended for approval by the Finance, Audit and Administration Committee on May 12, 2021.

EXECUTIVE SUMMARY:

Code of Conduct

The Capital Metro Code of Conduct was last revised in 2018. This policy applies to all employees, members of the board of directors and vendors. The amendment is to Section 1 of the policy related to impartiality in procurements and decisions. The amended language provides that a board member or former employee will not participate in a contract for a period of 2 years after leaving Capital Metro if they participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement. This amendment aligns with our peers and other local



governments that provide a specific amount of time instead of the life of the contract. Further, this amendment allows individuals with transit business knowledge to contribute to Capital Metro's work, while still retaining an ethical environment.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Legal



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2021-1460)

Code of Ethics Update

WHEREAS, it is prudent to periodically review and update policies adopted by the Board of Directors in order to ensure they continue to meet the needs of the Authority; and

WHEREAS, it is appropriate and necessary to amend the Code of Ethics to provide that a former board member or former employee will not participate in a contract for a period of 2 years after leaving Capital Metro if they participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors approves the attached changes to the following policies:

LEG-100 - Code of Ethics

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2021-1460 (4847 : Code of Ethics Policy Update)

	<p>CAPITAL METRO CODE OF ETHICS</p> <p>LEG-100</p> <p>Chief Counsel</p>	<p>Issued: January 2000 Revised: November 2018</p> <p>Approved by: Board of Directors</p>
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CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

CODE OF ETHICS

STATEMENT OF PURPOSE

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the "Code") documents Capital Metro's Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro's reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro's expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

APPLICABILITY

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

STANDARDS OF ETHICAL CONDUCT

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro's reputation. To demonstrate our integrity and commitment to ethical conduct we will:

- Continuously exhibit a desire to serve the public and display a helpful, respectful manner.
- Exhibit and embody a culture of safety in our operations.
- Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.
- Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.
- Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.
- Continuously strive for improvement in our work and be accountable for our actions.
- Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.

Attachment: Policy - Code of Ethics (4847 : Code of Ethics Policy Update)

- Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.
- Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.
- Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.
- Ensure that our personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of Capital Metro and disclose any potential conflicts.
- Encourage ethical behavior and report all known unethical or wrongful conduct to the Capital Metro Ethics Officer or the Board Ethics Officer.

ROLES AND RESPONSIBILITIES

It is everyone's responsibility to understand and comply with the Code of Ethics and the law. Lack of knowledge or understanding of the Code will not be considered. If you have a question about the Code of Ethics, ask.

It is the responsibility of Capital Metro management to model appropriate conduct at all times and promote an ethical culture. Seek guidance if you are uncertain what to do.

It is Capital Metro's responsibility to provide a system of reporting and access to guidance when an employee wishes to report a suspected violation and to seek counseling, and the normal chain of command cannot, for whatever reason, be utilized. If you need to report something or seek guidance outside the normal chain of command, Capital Metro provides the following resources:

- Anonymous Fraud Hotline – Internal Audit
- Anonymous Online Ethics Reporting System
- Contact the Capital Metro Ethics Officer, Vice-President of Internal Audit, the EEO Officer or Director of Human Resources
- Safety Hotline

The Capital Metro Ethics Officer is the Chief Counsel. The Ethics Officer is responsible for the interpretation and implementation of the Code and any questions about the interpretation of the Code should be directed to the Ethics Officer.

ETHICAL BUSINESS TRANSACTIONS

Section 1. Impartiality and Official Position

A Substantial Interest is defined by Tex. Loc. Govt. Code, § 171.002. An official or a person related to the official in the first degree by consanguinity or affinity has a Substantial Interest in:

- (1) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or

- (2) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

No Board Member or employee shall:

1. Act as a surety for a business that has work, business or a contract with Capital Metro or act as a surety on any official bond required of an officer of Capital Metro.
2. Represent for compensation, advise or appear on behalf of any person or firm concerning any contract or transaction or in any proceeding involving Capital Metro's interests.
3. Use his or her official position or employment, or Capital Metro's facilities, equipment or supplies to obtain or attempt to obtain private gain or advantage.
4. Use his or her official position or employment to unfairly influence other Board members or employees to perform illegal, immoral, or discreditable acts or do anything that would violate Capital Metro policies.
5. Use Capital Metro's resources, including employees, facilities, equipment, and supplies in political campaign activities.
6. Participate in a contract for a contractor or first-tier subcontractor with Capital Metro for a period of one (1) year after leaving employment on any contract with Capital Metro.
7. Participate for a period of two (2) years after leaving employment ~~the life of the contract~~ in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2. Employment and Representation

A Board Member or employee must disclose to his or her supervisor, appropriate Capital Metro staff or the Board Chair any discussions of future employment with any business which has, or the Board Member or employee should reasonably foresee is likely to have, any interest in a transaction upon which the Board Member or employee may or must act or make a recommendation subsequent to such discussion. The Board Member or employee shall take no further action on matters regarding the potential future employer.

A Board Member or employee shall not solicit or accept other employment to be performed or compensation to be received while still a Board Member or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of their duties.

A Board Member or employee with authority to appoint or hire employees shall not exercise such authority in favor of an individual who is related within the first degree, within the second degree by affinity or within the third degree by consanguinity as defined by the Capital Metro Nepotism Policy in accordance with Tex. Govt. Code, Ch. 573.

Section 3. Gifts

It is critical to keep an arms-length relationship with the entities and vendors Capital Metro does business with in order to prevent the appearance of impropriety, undue influence or favoritism.

No Board Member or employee shall:

1. Solicit, accept or agree to accept any benefit or item of monetary value as consideration for the Board Member's or employee's decision, vote, opinion, recommendation or other exercise of discretion as a public servant. [Tex. Penal Code §36.02(c)]
2. Solicit, accept or agree to accept any benefit or item of monetary value as consideration for a violation of any law or duty. [Tex. Penal Code §36.02(a)(1)]
3. Solicit, accept or agree to accept any benefit or item of monetary value from a person the Board Member or employee knows is interested in or likely to become interested in any Capital Metro contract or transaction if the benefit or item of monetary value could reasonably be inferred as intended to influence the Board Member or employee. [Tex. Penal Code §36.08(d)]
4. Receive or accept any gift, favor or item of monetary value from a contractor or potential contractor of Capital Metro or from any individual or entity that could reasonably be inferred as intended to influence the Board Member or employee.

Exception: Consistent with state law governing public servants, a gift does not include a benefit or item of monetary value with a value of less than \$50, excluding cash or negotiable instruments, unless it can reasonably be inferred that the item was intended to influence the Board Member or employee. A department may adopt more restrictive provisions if there is a demonstrated and documented business need. [Tex. Penal Code § 36.10(a)(6)]

Exception: A gift or other benefit conferred, independent of the Board Member's or employee's relationship with Capital Metro, that is not given or received with the intent to influence the Board Member or employee in the performance of his or her official duties is not a violation of this policy. The Capital Metro Ethics Officer or Board Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.

Exception: Food, lodging, or transportation that is provided as consideration for legitimate services rendered by the Board Member or employee related to his or her official duties is not a violation of this policy.

If you are uncertain about a gift, seek guidance from the Ethics Officer.

Section 4. Business Meals and Functions

Board Members and employees may accept invitations for free, reasonable meals in the course of conducting Capital Metro's business or while attending a seminar or conference in connection with Capital Metro business as long as there is not an active or impending solicitation in which the inviting contractor or party may participate and attendance at the event or meal does not create an appearance that the invitation was intended to influence the Board Member or employee.

When attending such events, it is important to remember that you are representing Capital Metro and if you chose to drink alcohol, you must do so responsibly. Drinking irresponsibly may

lead to poor judgment and actions that may violate the Code or other Capital Metro policies and may damage the reputation of Capital Metro in the community and the industry.

Section 5. Confidential Information

It is everyone's responsibility to safeguard Capital Metro's nonpublic and confidential information.

No Board Member or employee shall:

1. Disclose, use or allow others to use nonpublic or confidential information that Capital Metro has not made public unless it is necessary and part of their job duties and then only pursuant to a nondisclosure agreement approved by legal counsel or with consultation and permission of legal counsel.
2. Communicate details of any active Capital Metro procurement or solicitation or other contract opportunity to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement or contract opportunity.

Section 6. Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

1. Not falsify a document or distort the true nature of a transaction.
2. Properly disclose risks and potential liabilities to appropriate Capital Metro staff.
3. Cooperate with audits of financial records.
4. Ensure that all transactions are supported by accurate documentation.
5. Ensure that all reports made to government authorities are full, fair, accurate and timely.
6. Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit

on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8. Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:

- (1) A member of the Board of Directors;
- (2) The President/CEO; or
- (3) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.

A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

- (1) The person or certain Family Members received at least \$2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;
- (2) The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than \$100 in the last 12 months; or
- (3) The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.

A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or

business relationship with any Board Member or local government officer or his or her Family Member.

Section 9. Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

1. If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.
2. If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.
3. Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.
4. Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

1. This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.
2. Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read, understand and will comply with Capital Metro's Code of

Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

3. Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 05/24/2021

(ID # 4867)

Project Connect Monthly Update

TITLE: Project Connect Monthly Update

Project Connect Program Update & Blue Line Alignment Overview

Dave Couch, Chief Program Officer, ATP

Capital Metro Board of Directors Meeting
May 24, 2021

Program Sequence Plan



LIGHT RAIL

Orange Line (LRT)

Blue Line (LRT)



METRORAIL

Red Line (Commuter Rail)

Green Line (Commuter Rail)



METRORAPID

Phase I

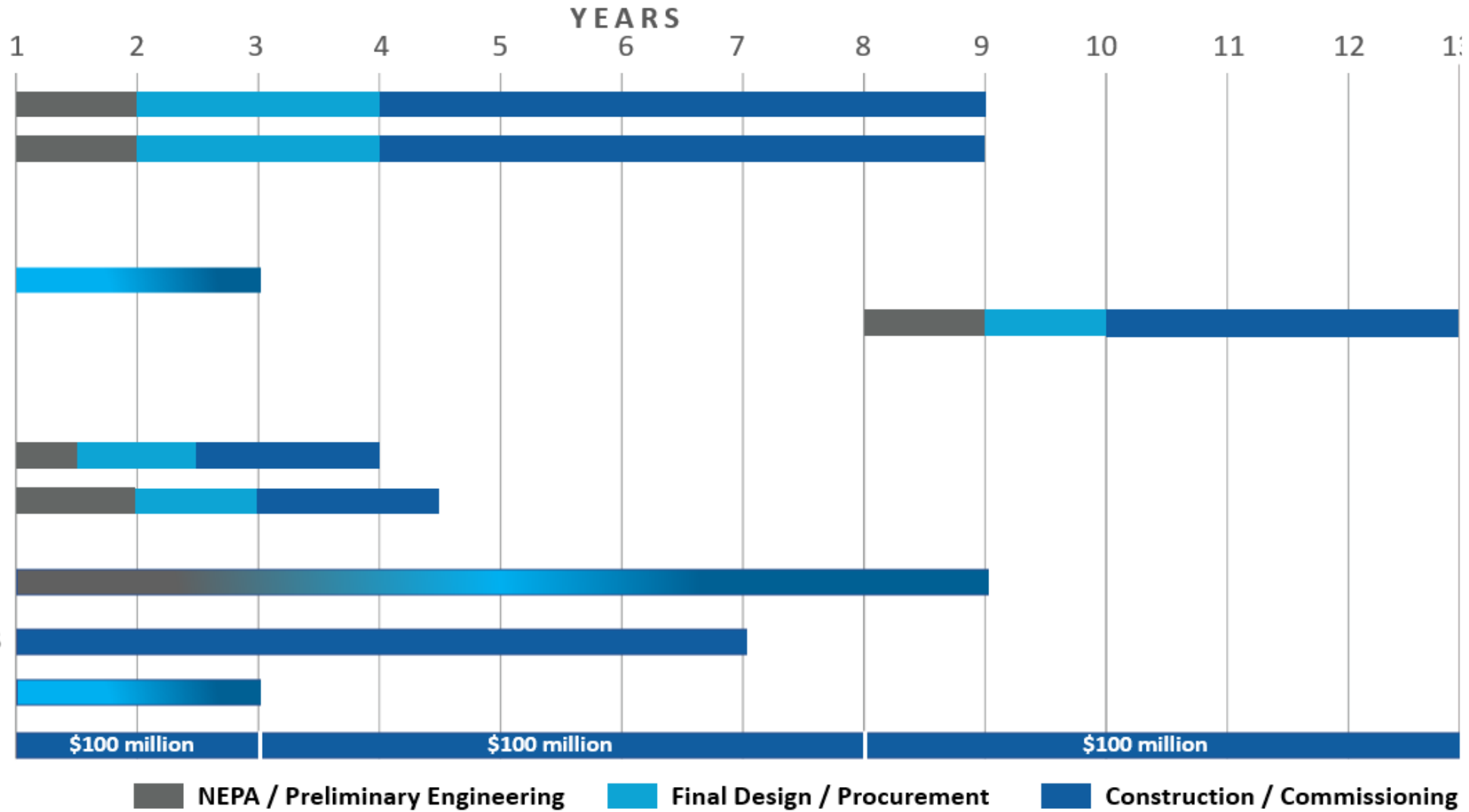
Gold Line (Complete NEPA)

METROEXPRESS & PARK AND RIDES

METROBUS & METROACCESS

CUSTOMER TECH SYSTEMS

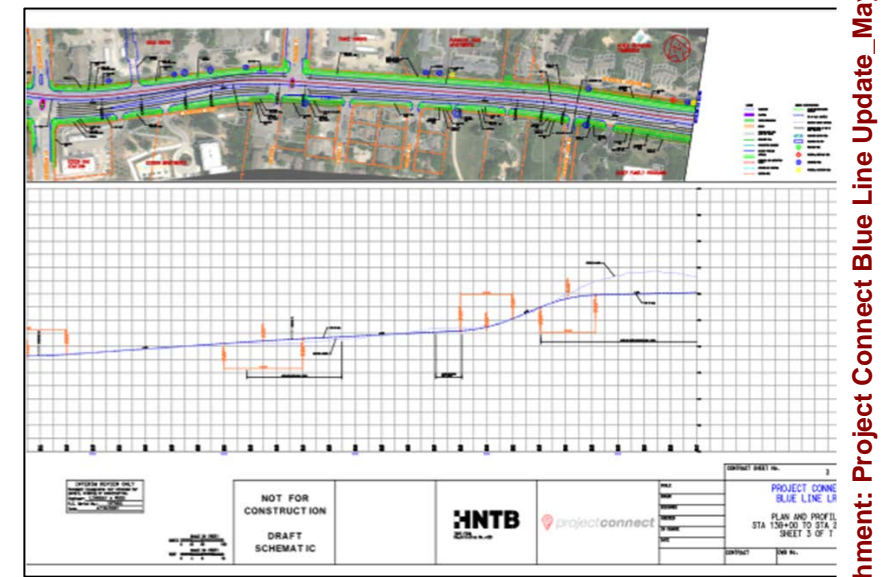
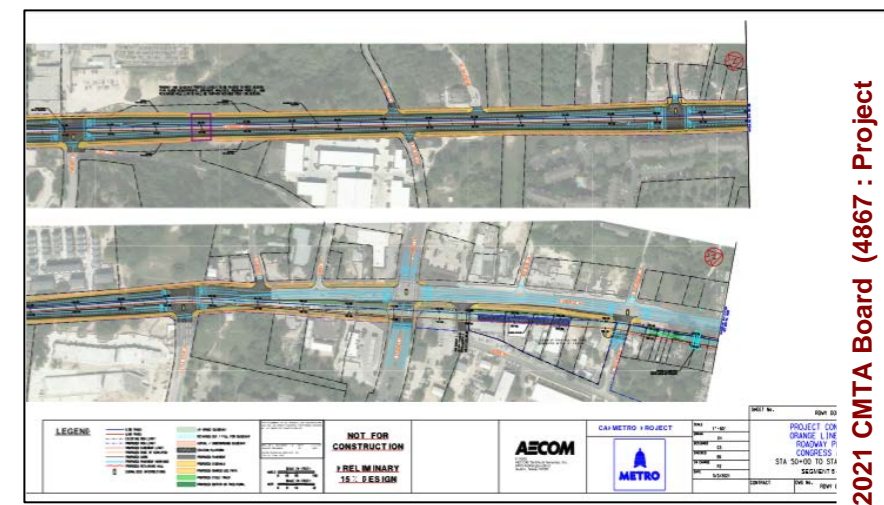
ANTI-DISPLACEMENT INVESTMENTS



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Technical Updates: Blue & Orange Line Field & Engineering Activities

- Blue Line submitted 15% Design Package and conducted reviews with technical stakeholders
- Finalizing development of Orange Line 15% Design Package
- Borings for tunnel underway
- Finalizing ROW plans and matrix of ROW impacts
- Finalizing utility strip maps and utility conflict matrix
- Completed heritage tree survey
- Archeological and environmental field investigation underway
- Continued coordination with City on guideway, roadway, bike/ ped facilities and planned development ongoing



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Technical Updates:

Blue & Orange Planning/NEPA Progress

- Updated Notice of Intent incorporating FTA review comments
- Updating Entry into Project Development Letter
- Continued coordination with Agencies and Consulting Parties
- Finalizing Public and Agency Scoping comments for the Scoping Report
- Continued service planning/operations modeling
- Historic Resources field work underway
- Continue to develop various Resource Technical Reports

Technical Updates:

Red Line, MetroRapid & Pick-Up Service

Metro Rapid

- *FTA environmental clearance for Expo Center & Pleasant Valley lines*
- Completed 30% design for Expo / Pleasant Valley
- CapMetro and the City of Austin Transportation Department jointly reviewed the 30% design
- Preparing scope of work for 100% design consultant
- Making initial contacts with property owners for acquisition of charging locations
- Progressing FTA Small Starts Readiness Documents
- Continued station location and guideway coordination with the City Corridor Program Office
- 30% and additional outreach for the Burnet to Menchaca and Oak Hill, and Gold line this summer

Red Line

- McKalla Station
 - Ongoing schematic design; ENV process underway
 - Evaluation of sustainability elements
 - Preparing for geotechnical borings
- Broadmoor Station
 - Ongoing coordination with station neighbors regarding drainage and construction easements
- Lakeline-to-Leander
 - 100% design is complete. Procurement for the next phase continues to be developed

Neighborhood Circulators

- Public outreach plan under development for the next 3 Pickup zones that are scheduled for early Summer release
- Public performance dashboard scheduled for Summer release

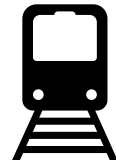
Alignment Briefing Sequence

MAY



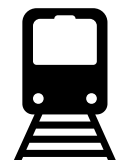
Airport to Lady Bird Lake

JUNE

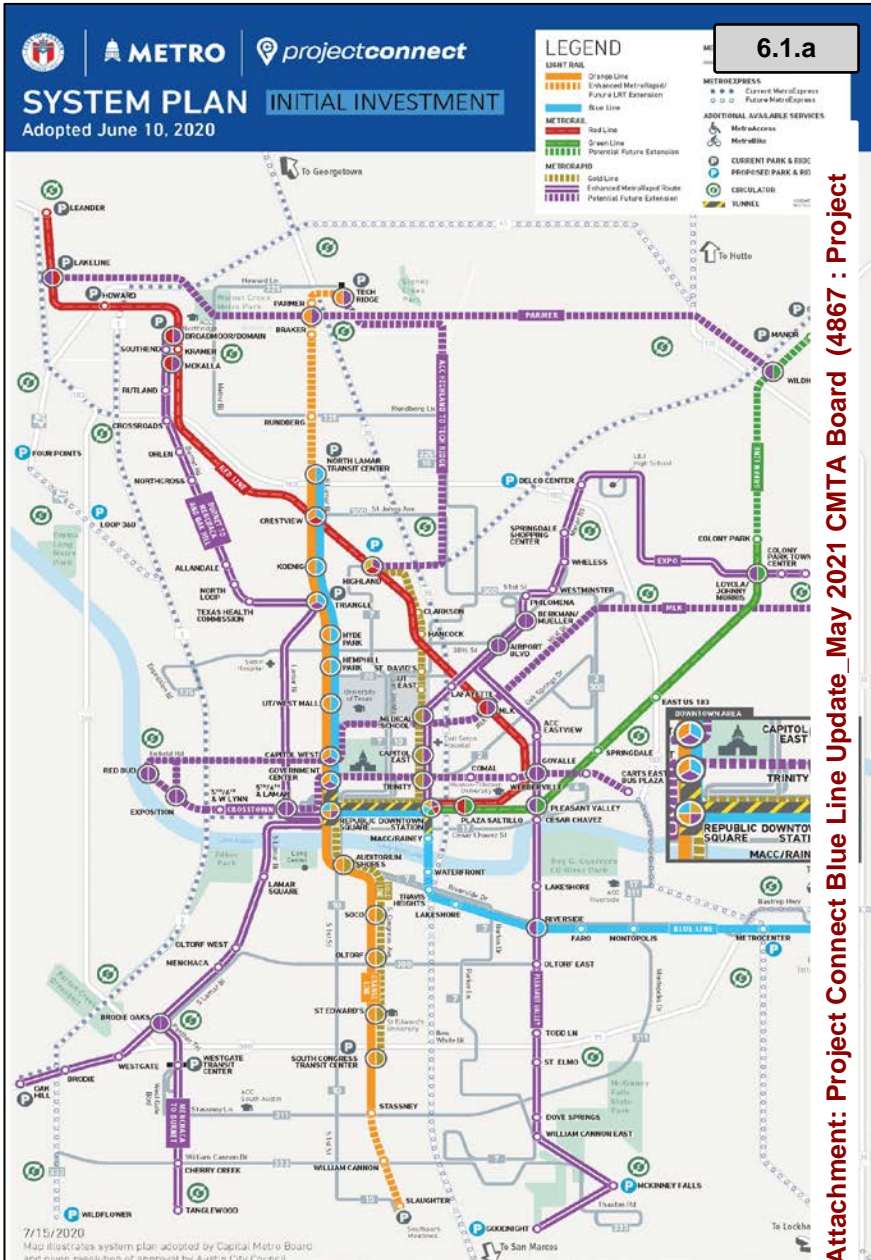


South: Stassney to SoCo
North: Government Center to North Lamar Transit Center

JULY



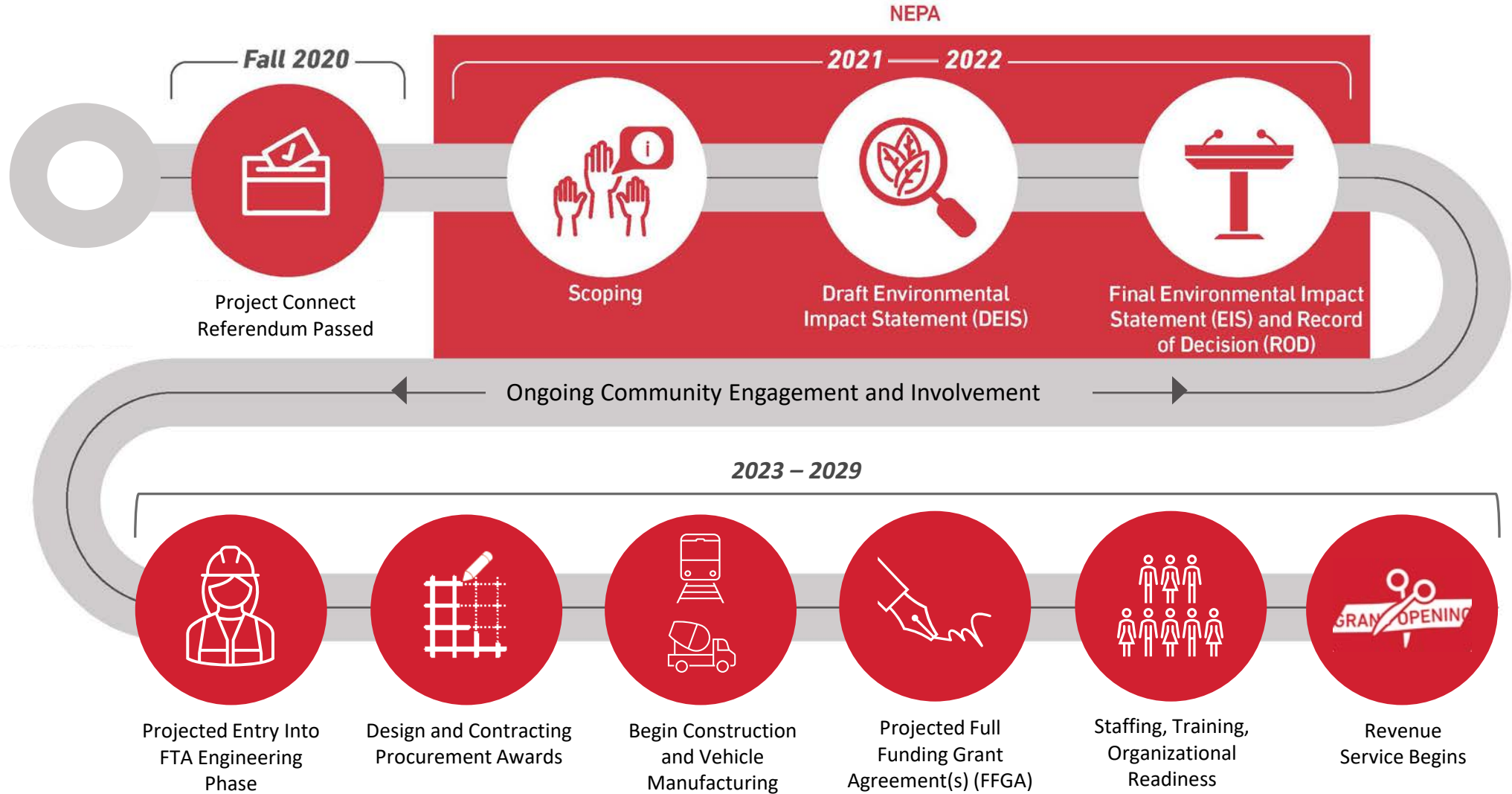
Government Center - Downtown - SoCo



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

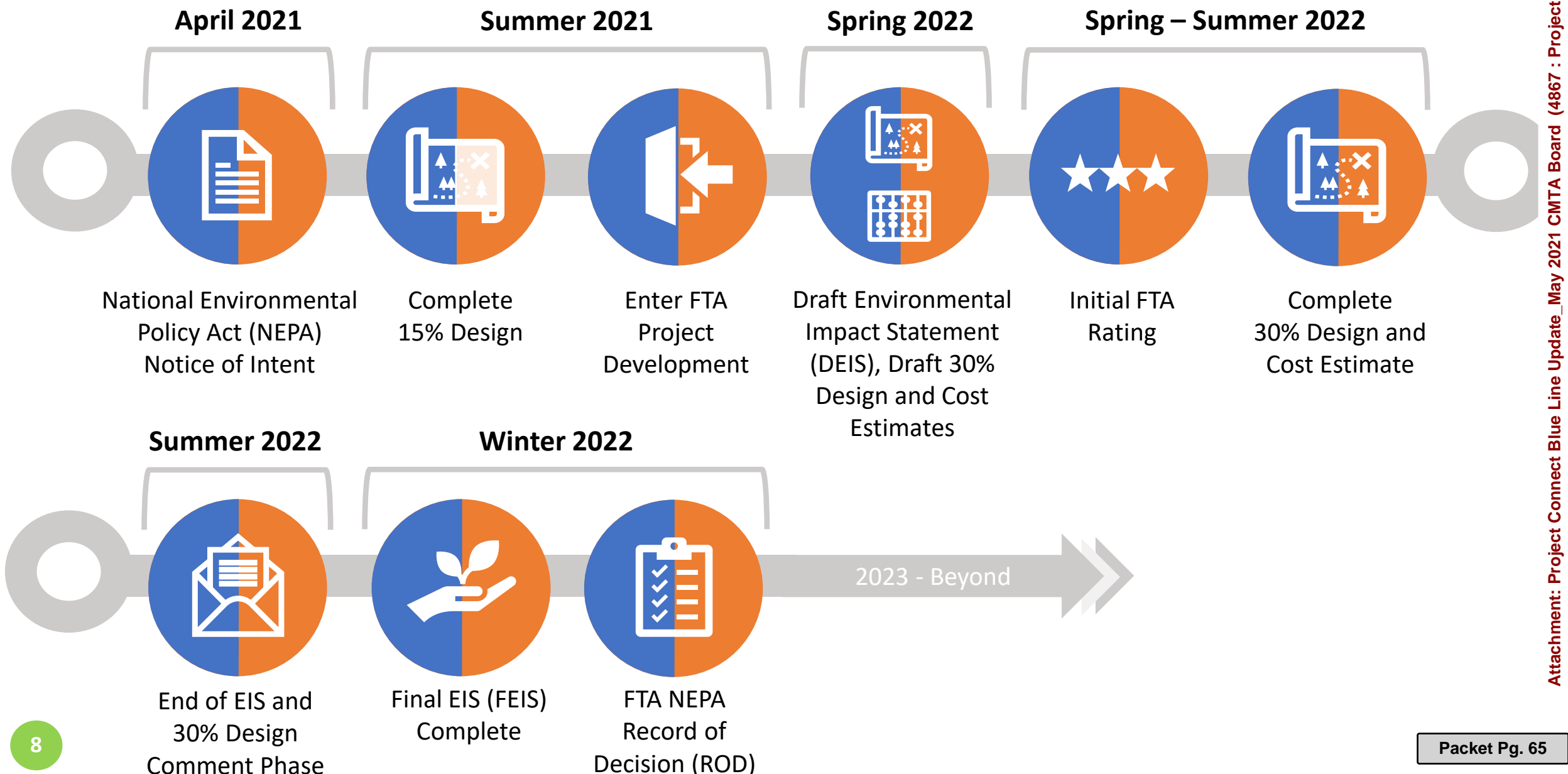
Orange & Blue Line Projects – Overall Timeline

June 2020
Orange & Blue Line
Locally Preferred
Alternatives (LPAs)
Adopted



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Orange & Blue Line Key Milestones (2021 – 2022)



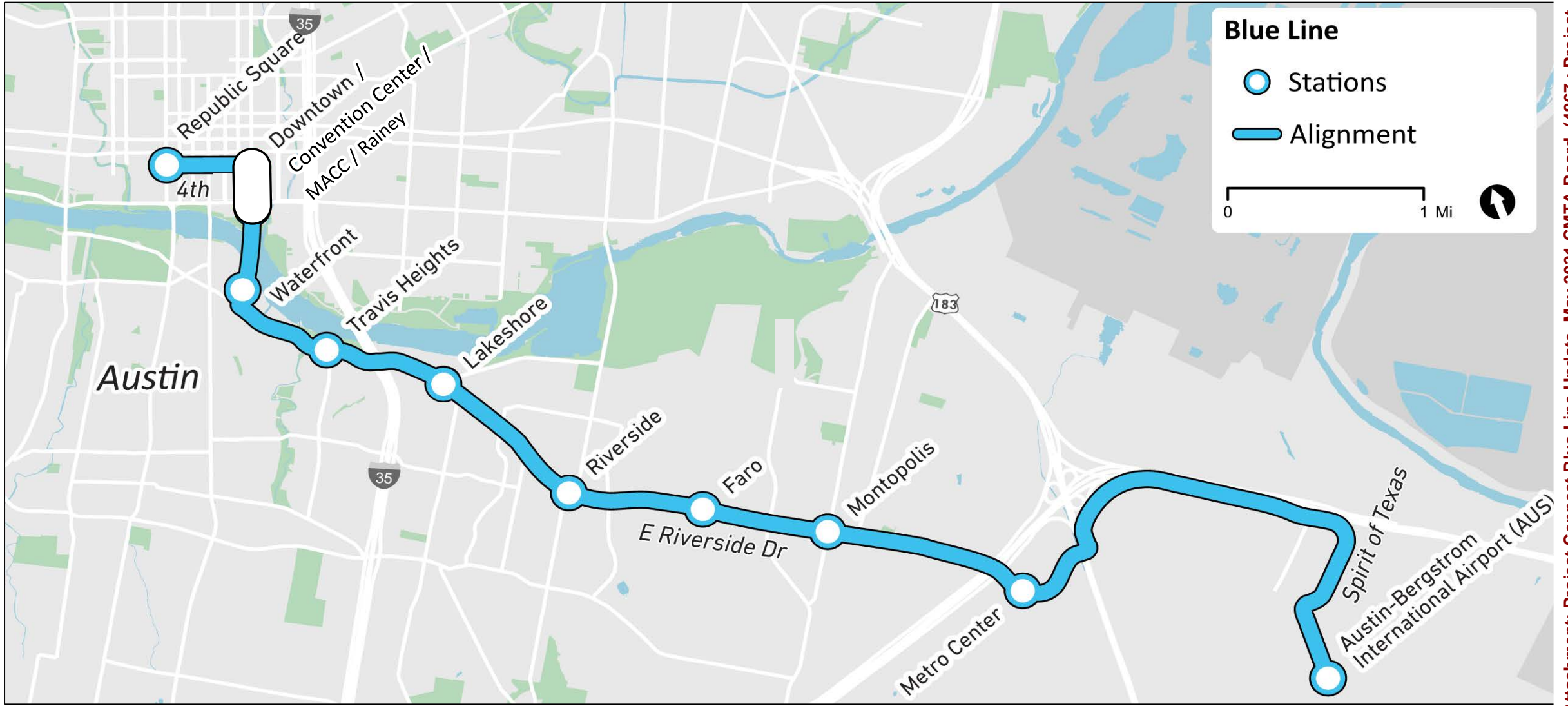
Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Community Engagement Update

- “Let’s Talk Station Alignment” virtual community meetings **April 27-29**, 294 total participants
- “Let’s Talk Station Alignment” self-guided virtual open house through **May 21**
- Orange and Blue Line 15-percent design virtual public meetings planned for **July**



Blue Line Alignment Overview

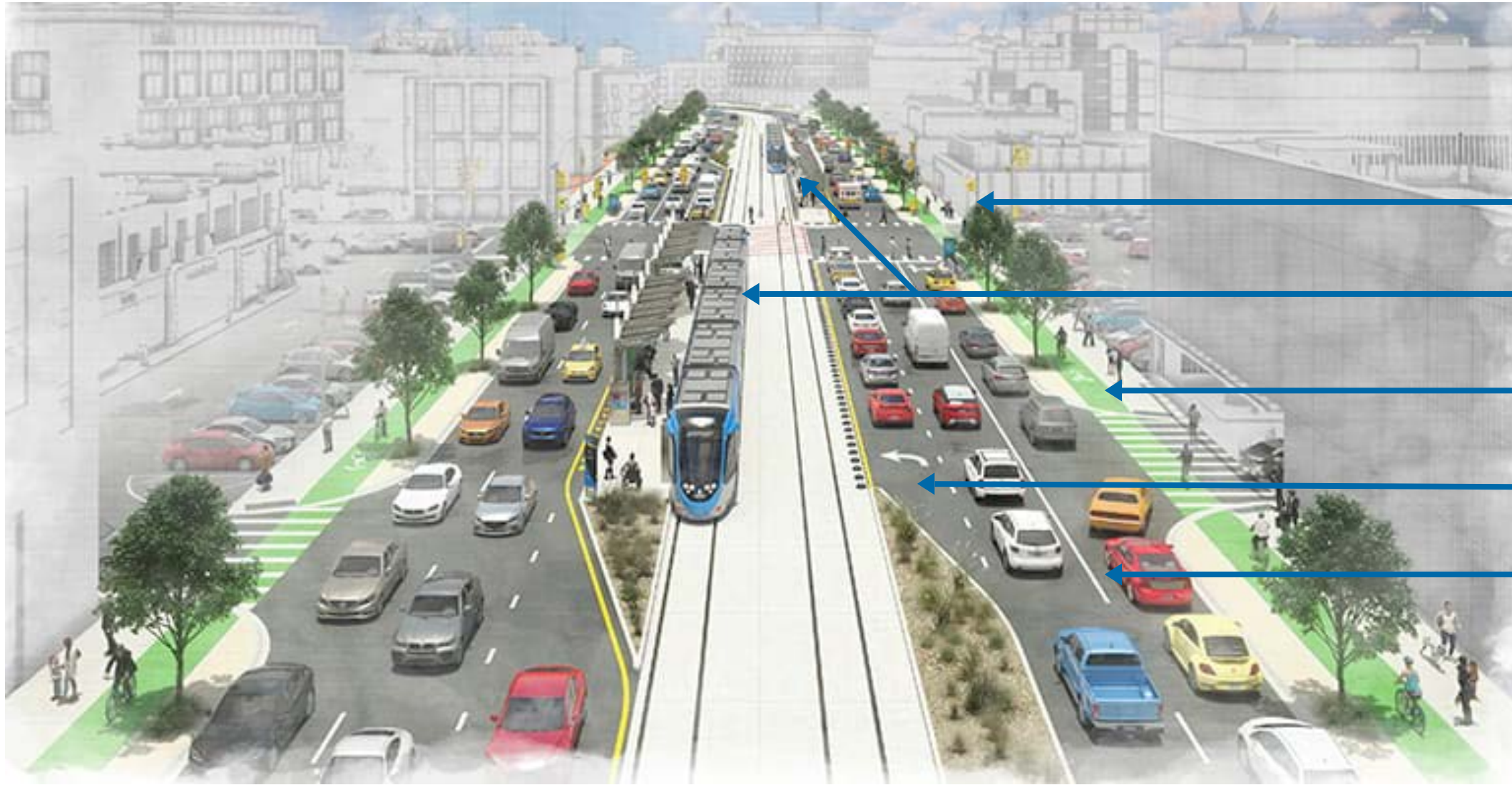


Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Reimagining the Right of Way – Complete Streets

6.1.a

*Conceptual rendering



**Example
Right of Wa'
Elements**

Tree Canop

**Station
Platforms**

Bike Paths

Turn Lane

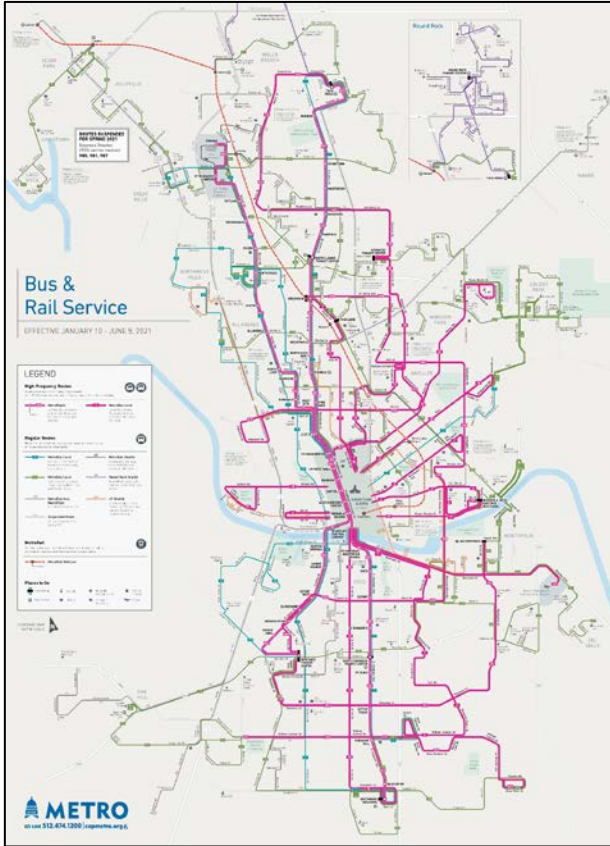
Travel Lane

Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

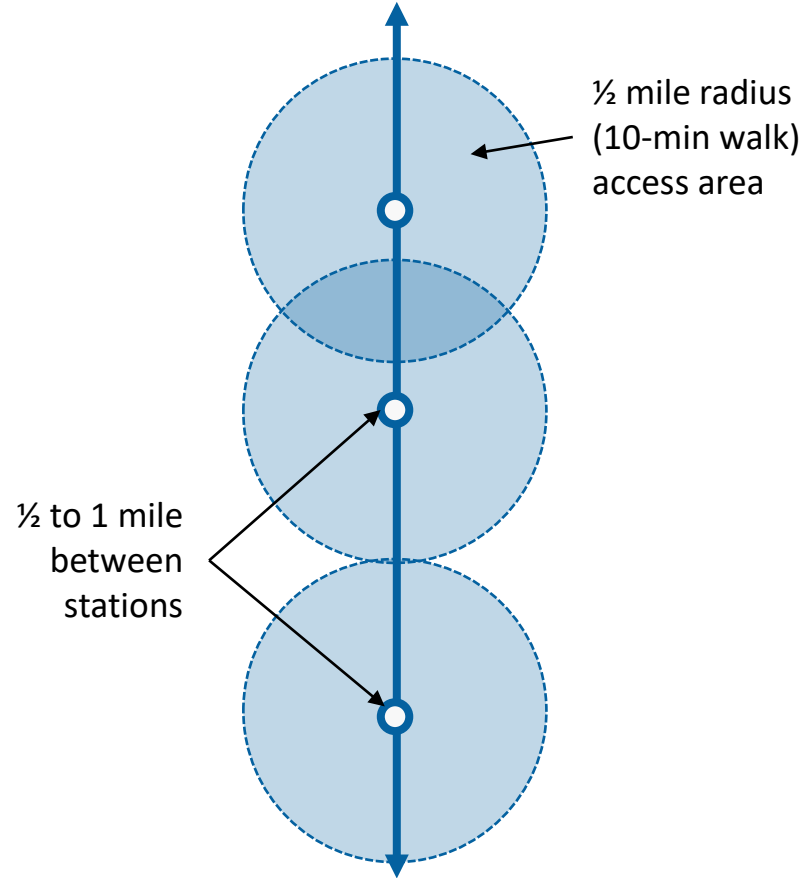
Station Location Principles

* Reviewed at April virtual community meetings

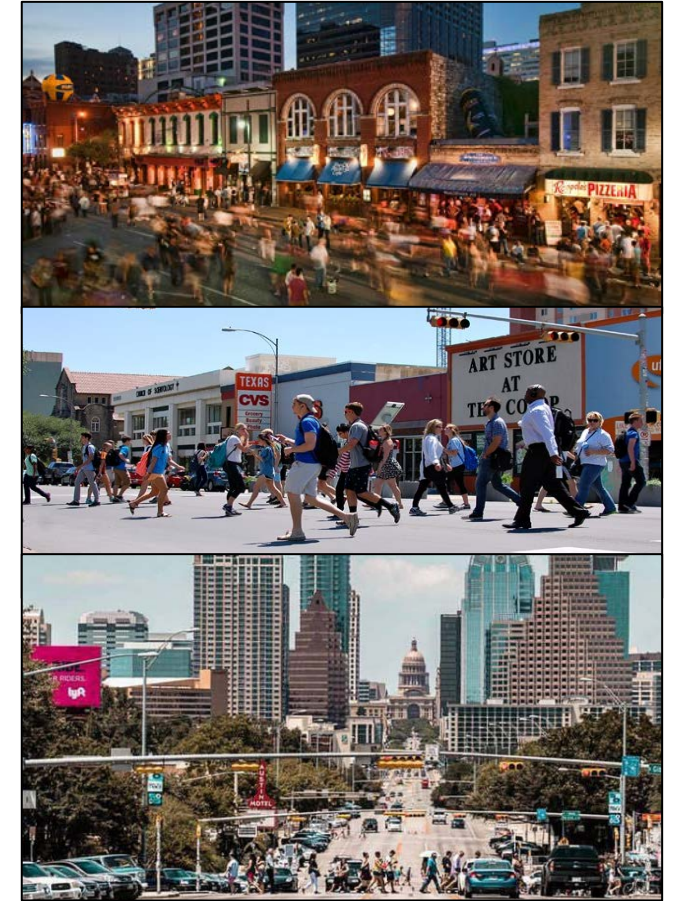
Maximize connectivity to transit network



Balance speed and access with station spacing



Serve high-activity corridor destinations

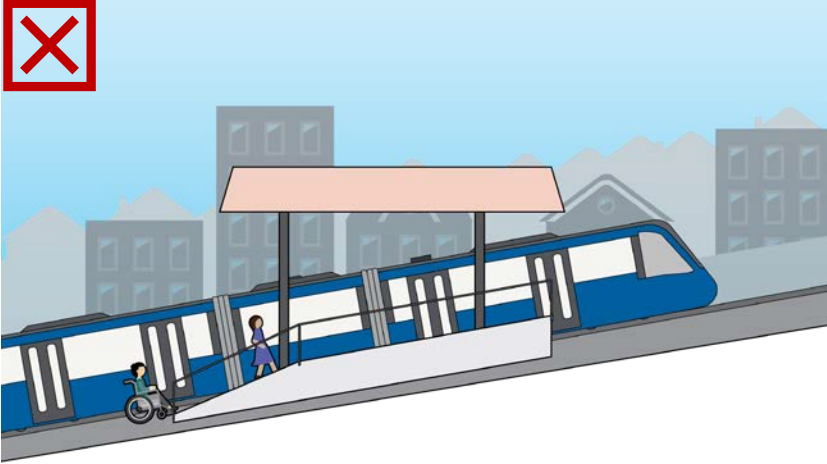


Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Station Geometry

* Reviewed at April virtual community meetings

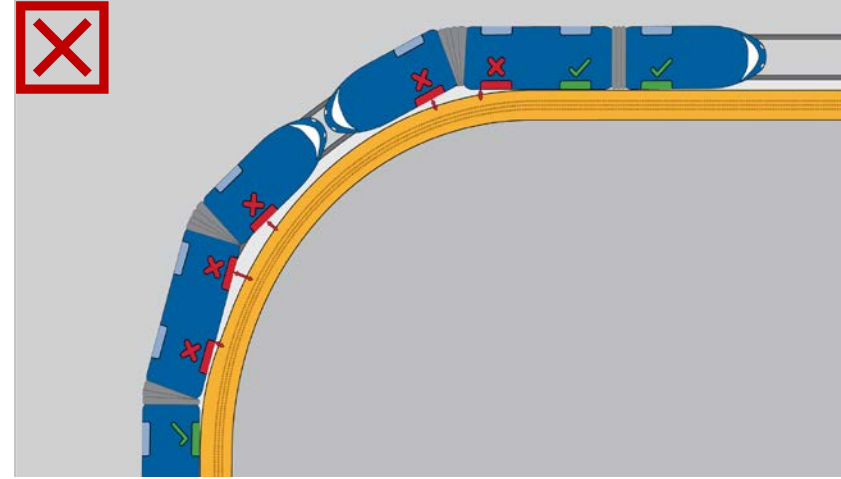
Station on an incline



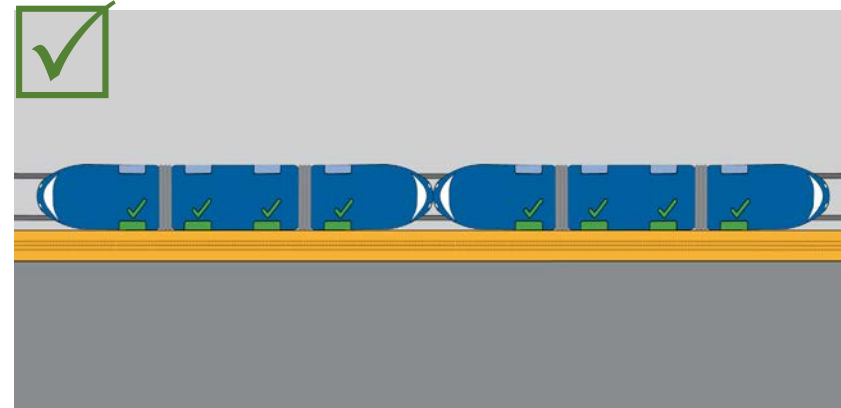
Station on flat land



Station on a curve

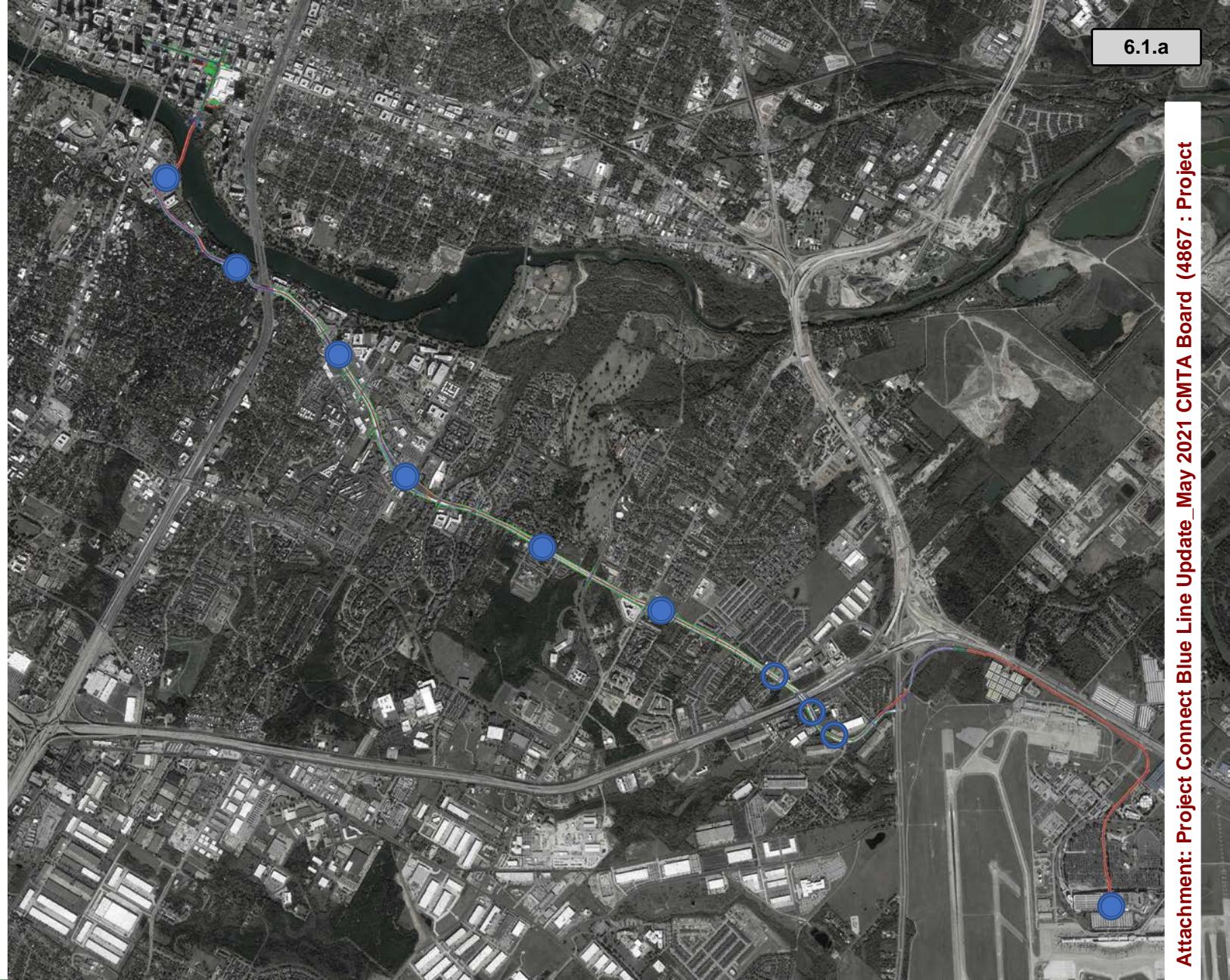


Station on a straight line



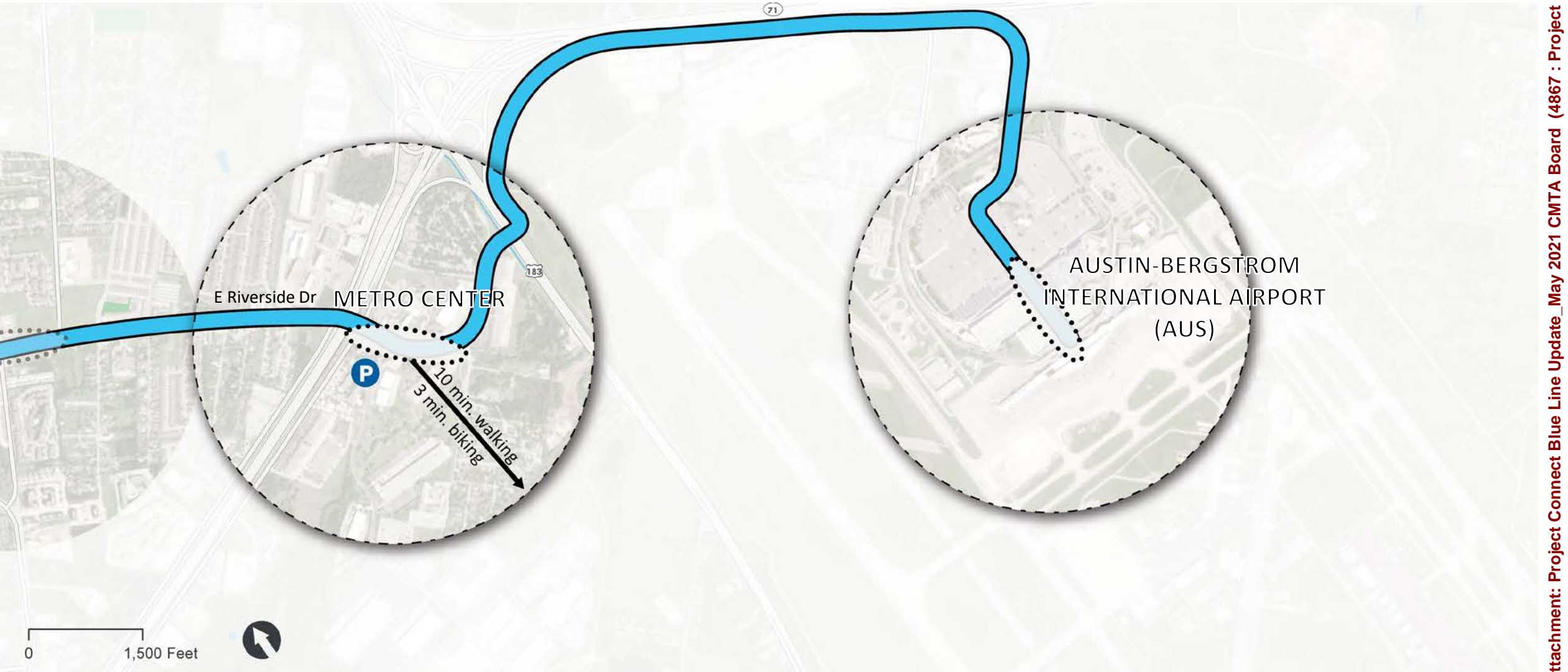
Community Context

- **Airport Station to SH 71**
 - AUS
 - Metro Center
- **SH 71 to Pleasant Valley**
 - Montopolis
 - ACC Riverside
 - Pleasant Valley /
Riverside Intersection
- **Pleasant Valley to Lake**
 - Lakeshore
 - Travis Heights
 - S. Central Waterfront



Blue Line – Airport Station to SH 71

*Station locations and names subject to change



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Community Context

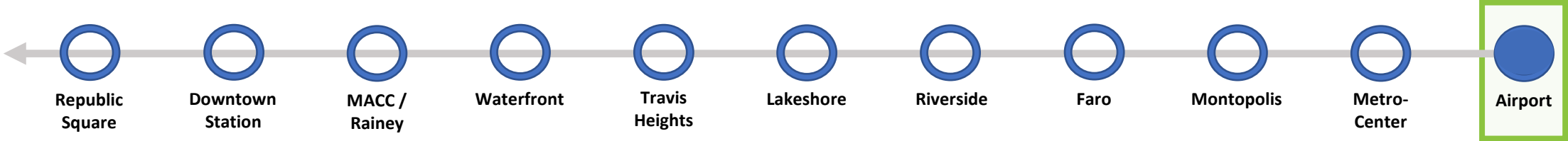
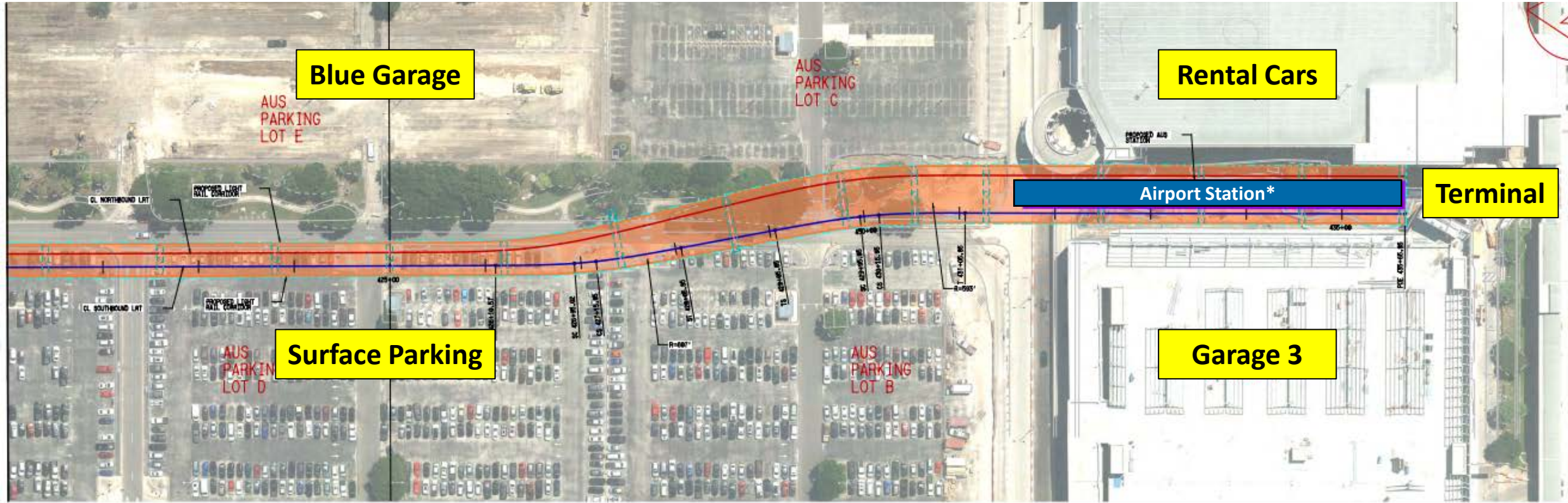
- Airport Station
- Metro Center Station
- Royal Palms RV Park
- East Riverside hotels, Metro Center offices



Austin-Bergstrom International Airport (Station & Garages)

6.1.a
Elevated

*Station locations and names subject to change



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project



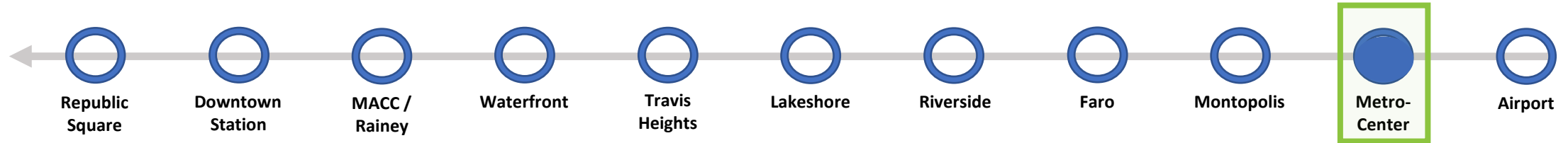
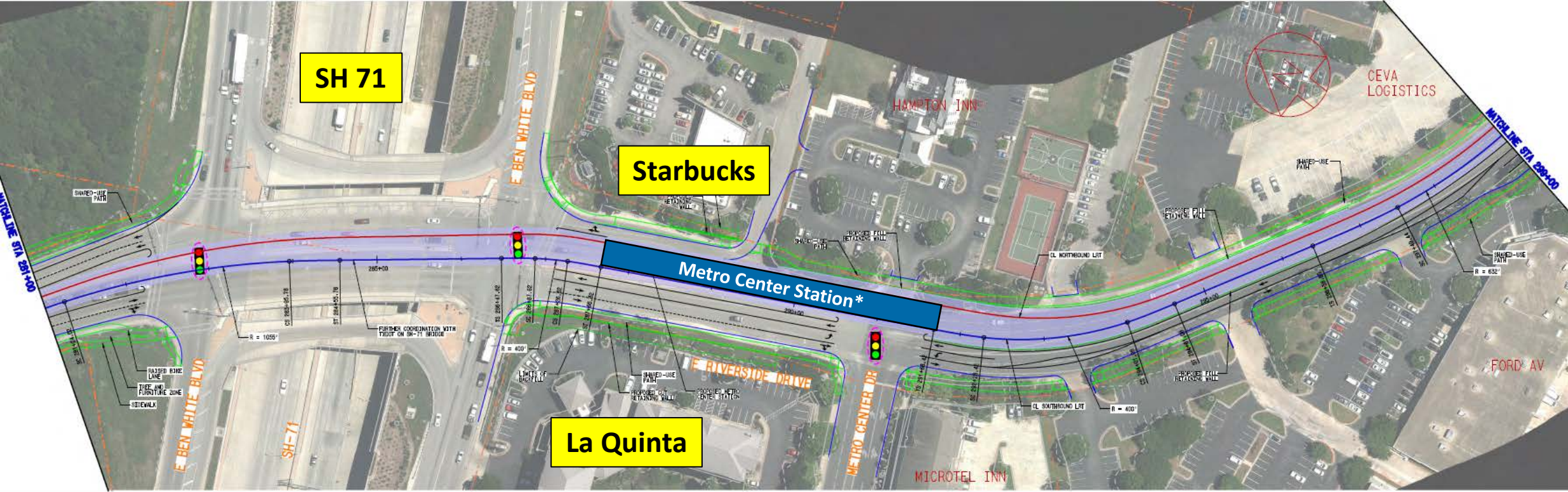
Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

Metro Center Station – Design Option 2 (Middle)

*Station locations and names subject to change

— Sidewalk
— Curbline

6.1.a
Level



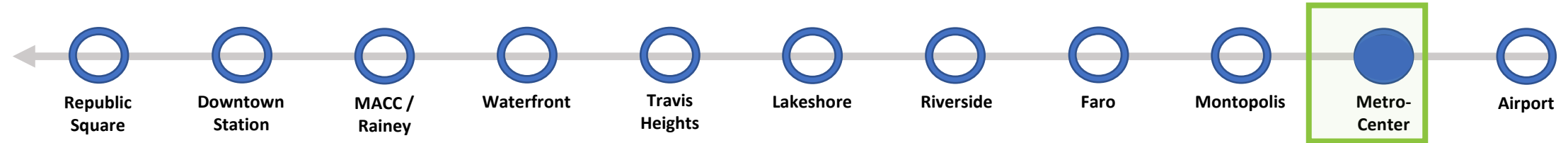
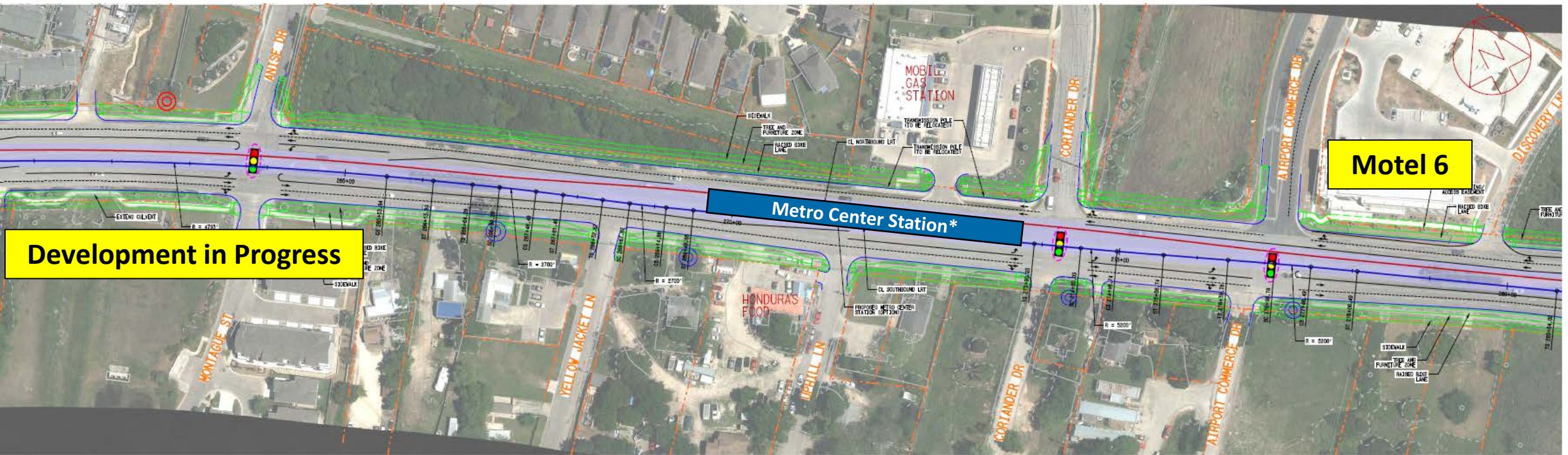
Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Metro Center Station – Design Option 3 (West)*

*Station locations and names subject to change

— Sidewalk
— Curbline

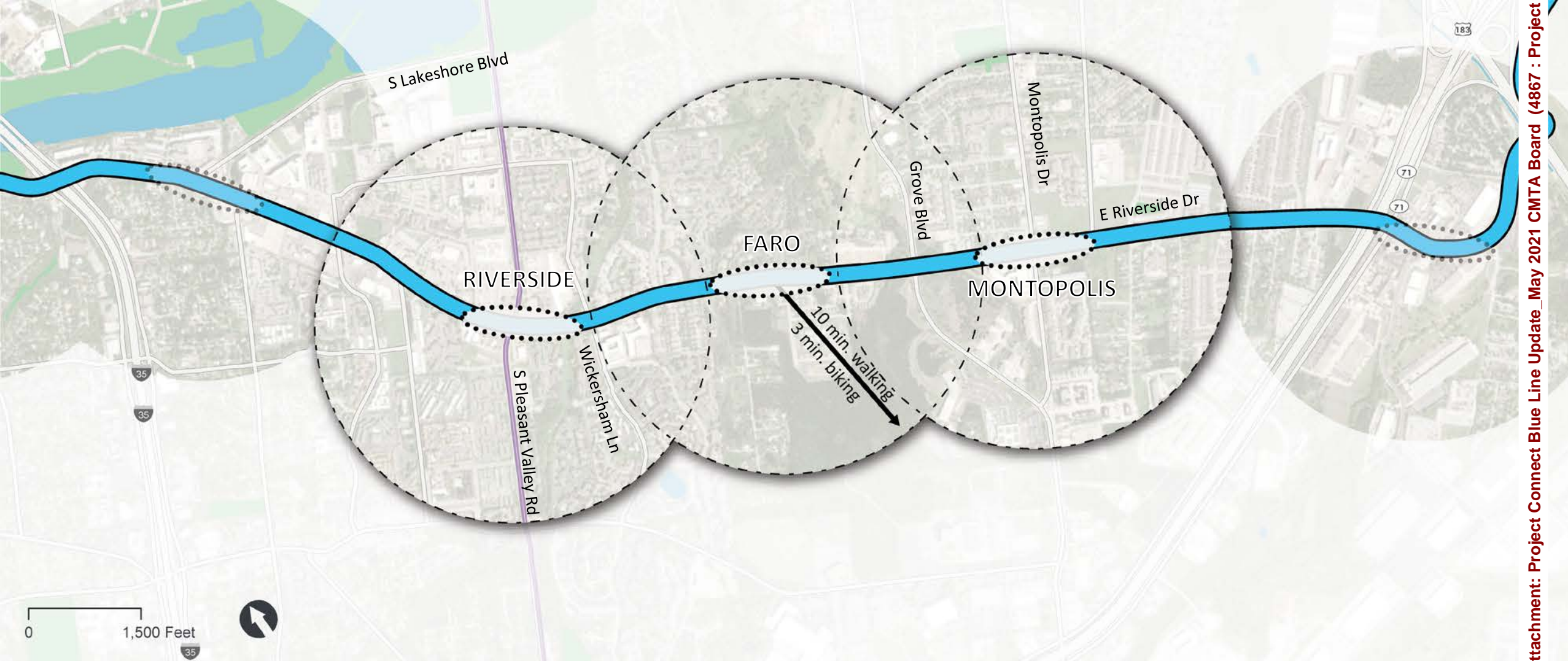
6.1.a
Level



Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

Blue Line – SH 71 to Pleasant Valley

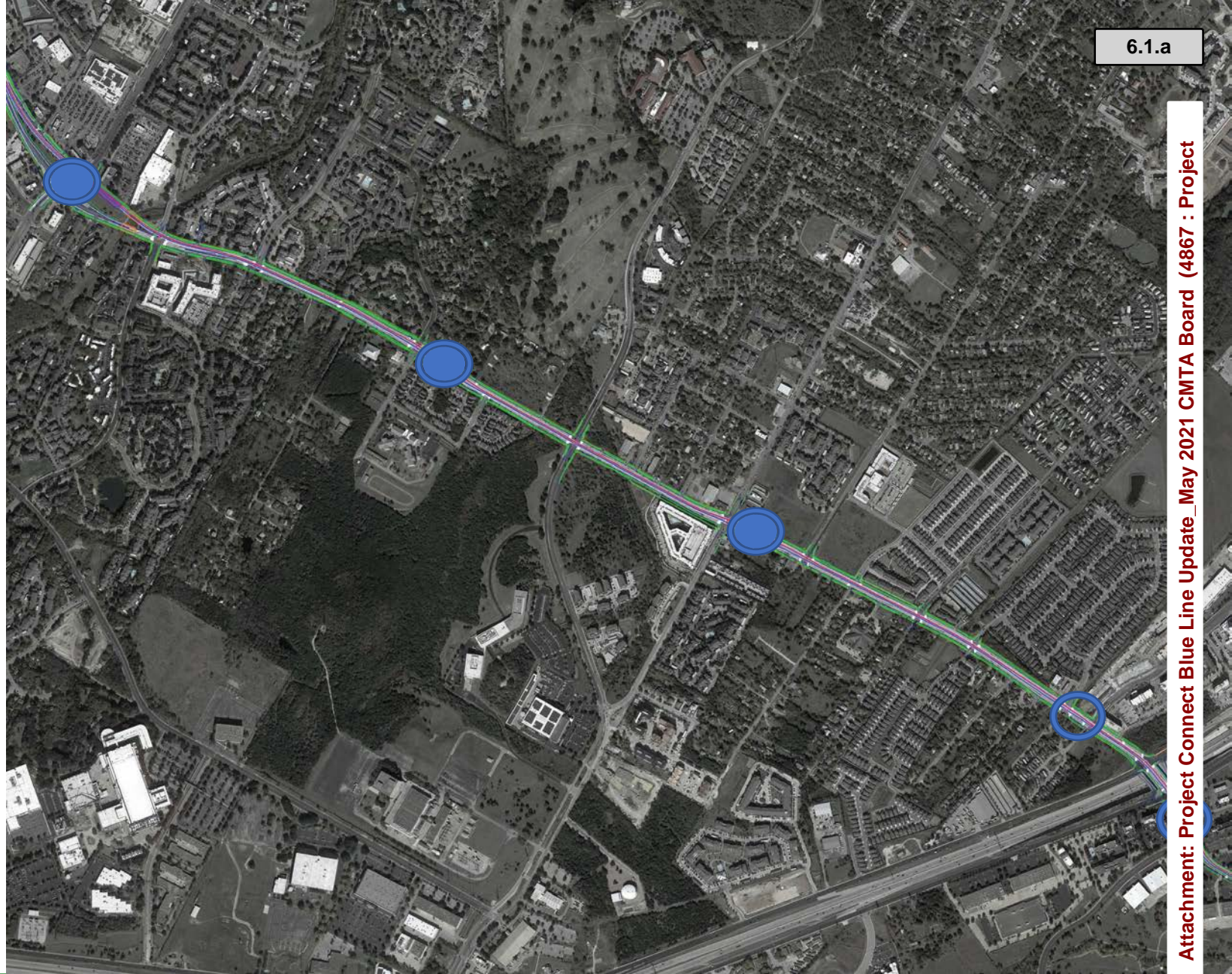
*Station locations and names subject to change



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Community Context

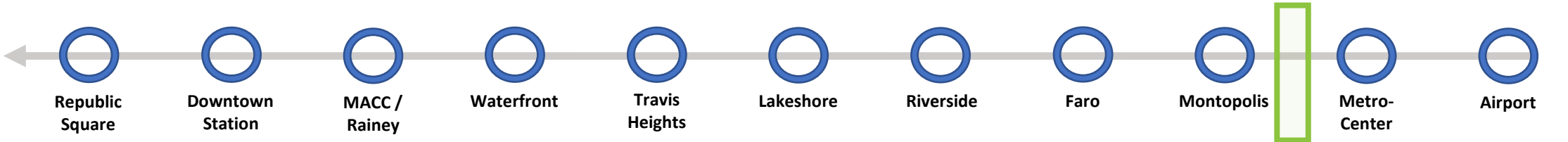
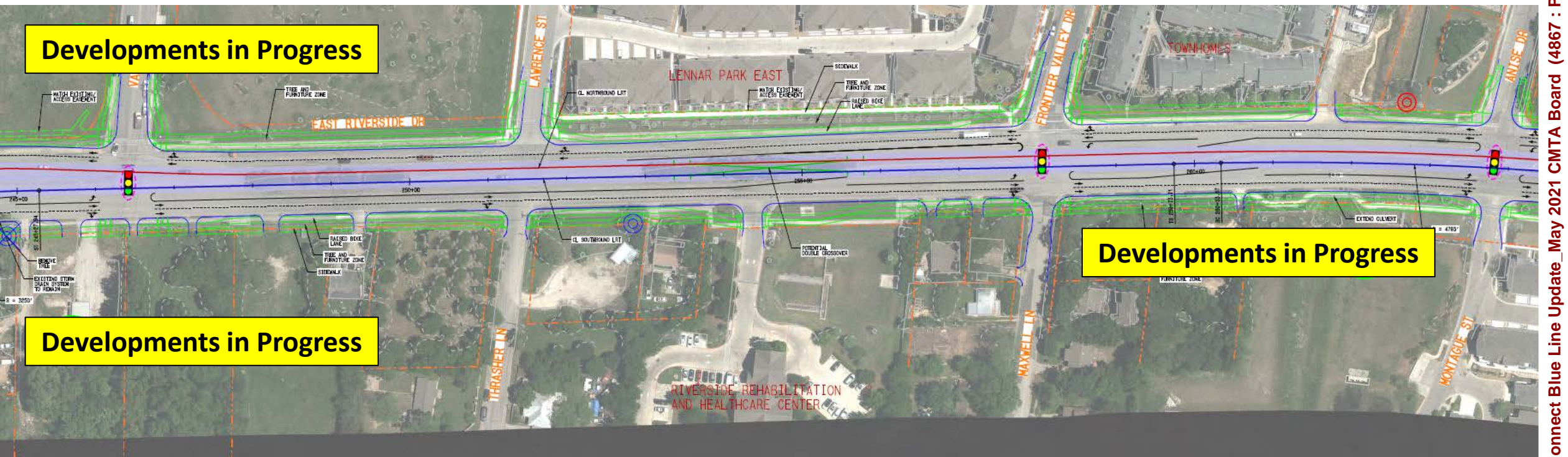
- Montopolis Station
- Faro Station
- Ruiz Branch Library
- Roy Guerrero Park
- Pleasant Valley /
Riverside Intersection
- MetroRapid connections



East Riverside (Anise Drive to Vargas Road)

- Sidewalk
- Curbline

6.1.a
Level



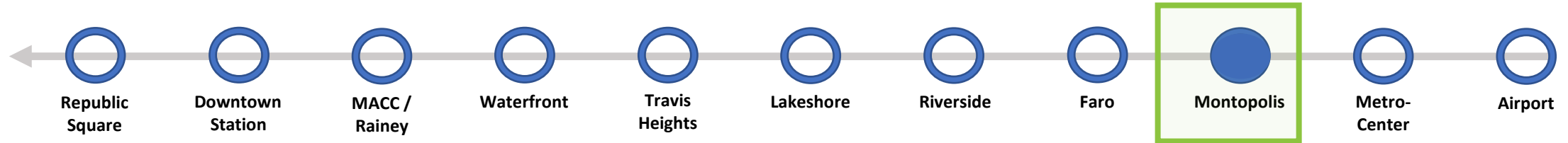
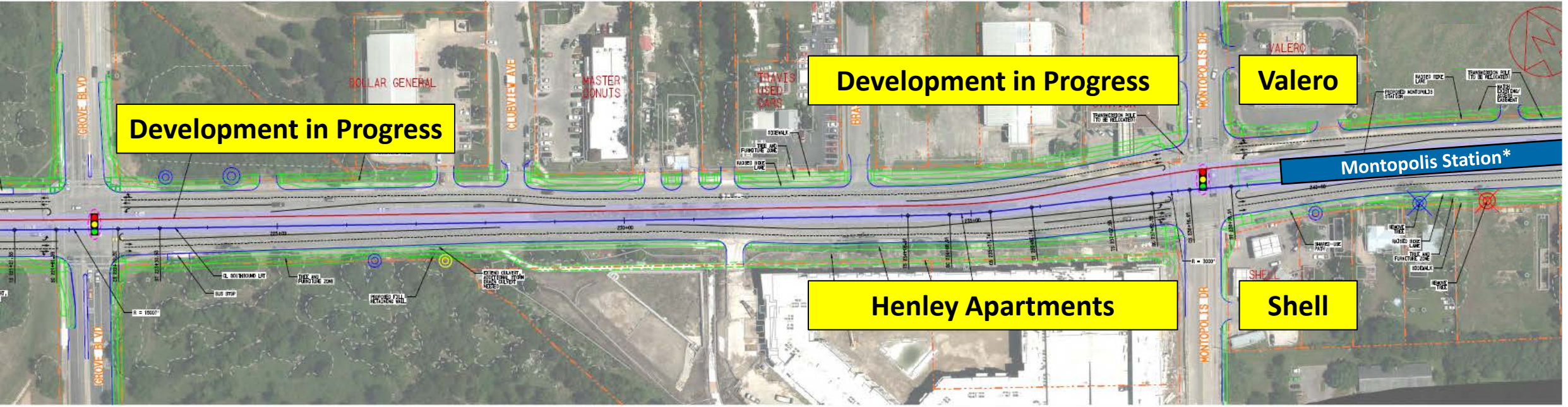
Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Montopolis Station (Grove Boulevard)

*Station locations and names subject to change

— Sidewalk
— Curbline

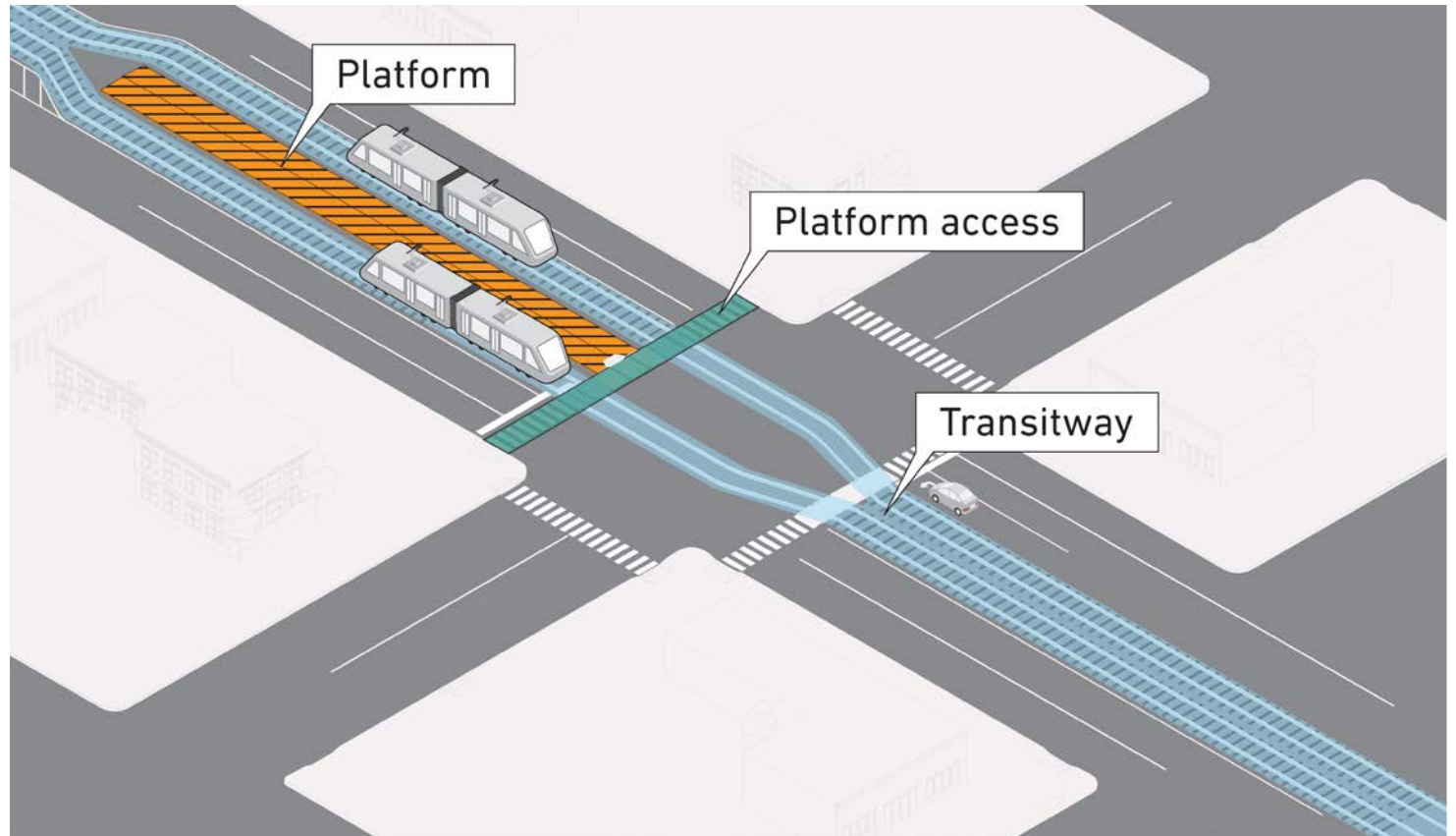
6.1.a
Level



Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project 6.1.a) VIS ENT 10/19/21

Center Platform Station – Typical Layout

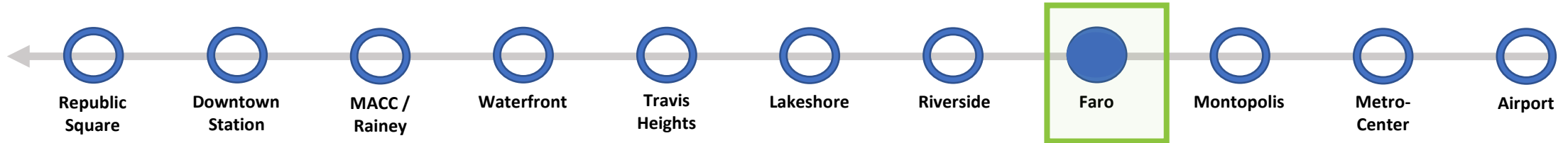
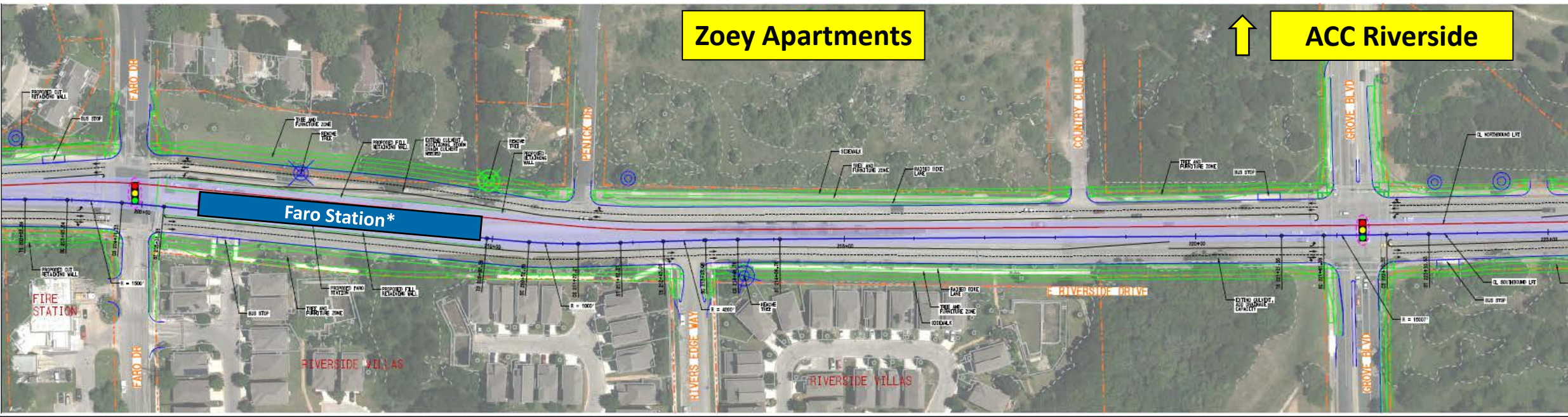
- Both directions served by a single platform.
- Platform is typically wider to accommodate passengers loading in both directions.
- Center platforms are the **preferred layout**:
 - Allow facilities to be shared between both tracks
 - Offer a more comfortable waiting space for passengers, who are separated from traffic by the tracks
 - Cost effective



East Riverside (Grove Boulevard to Faro Station)

— Sidewalk
— Curbline
6.1.a
 Level

*Station locations and names subject to change

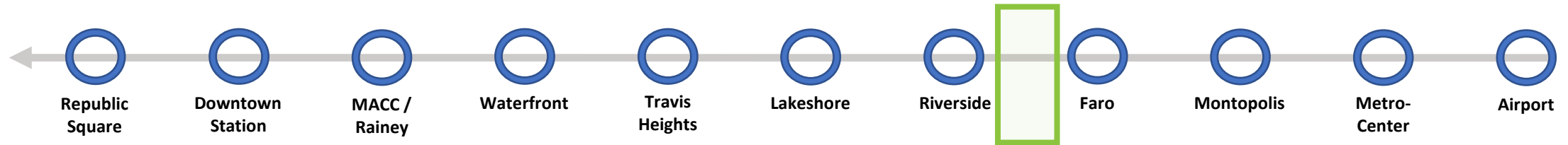
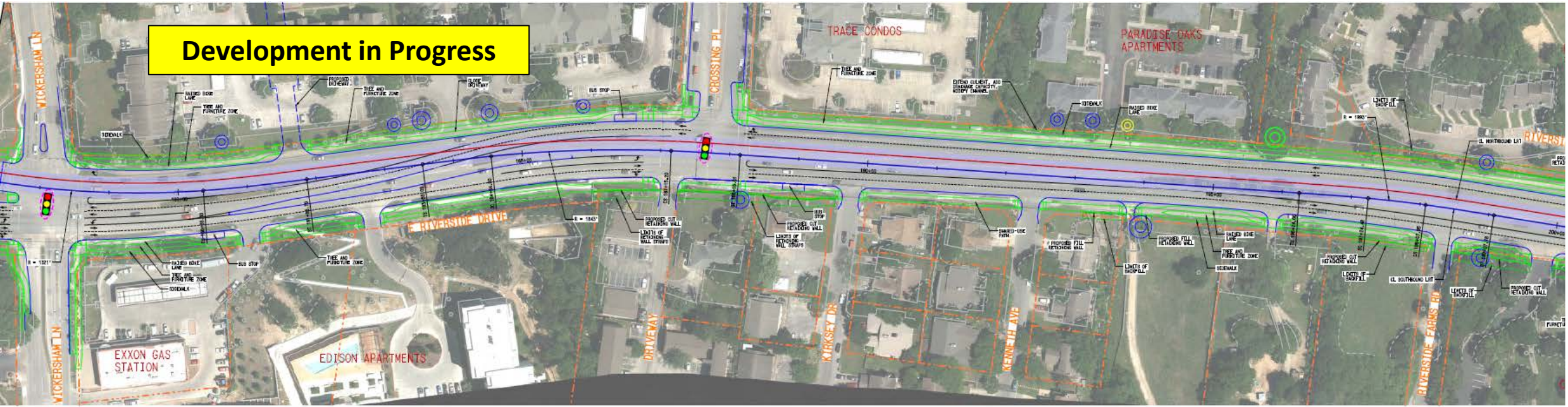


Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

East Riverside (Crossing Place & Wickersham Lane)

— Sidewalk
— Curbline

6.1.a
Level



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Design Options – Riverside & Pleasant Valley

— Sidewalk

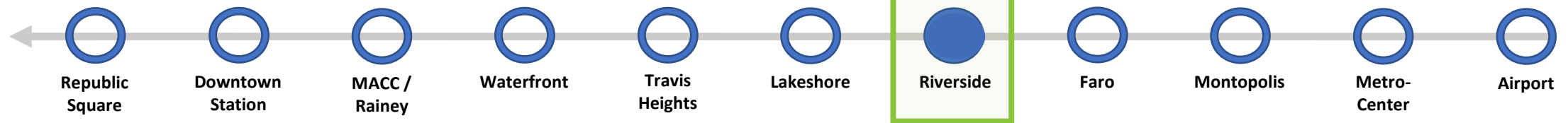
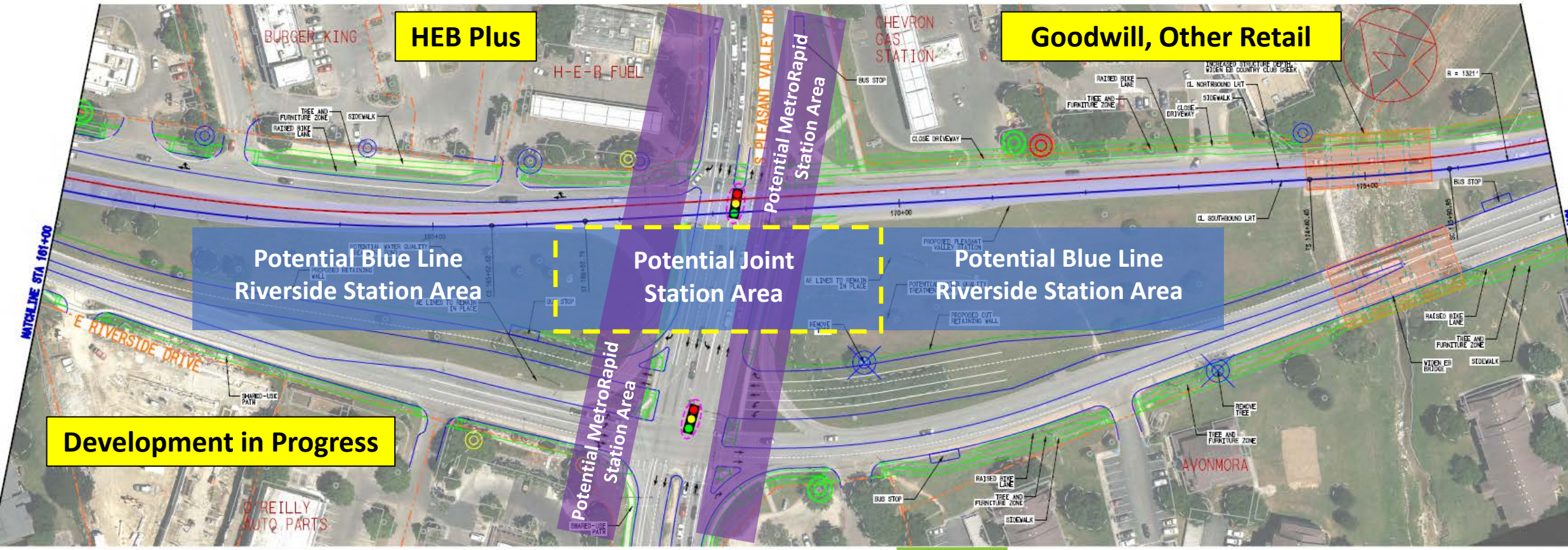
— Curbline

6.1.a

Level

*Station locations and names subject to change. Station area to be part of community design workshop in Summer 2021.

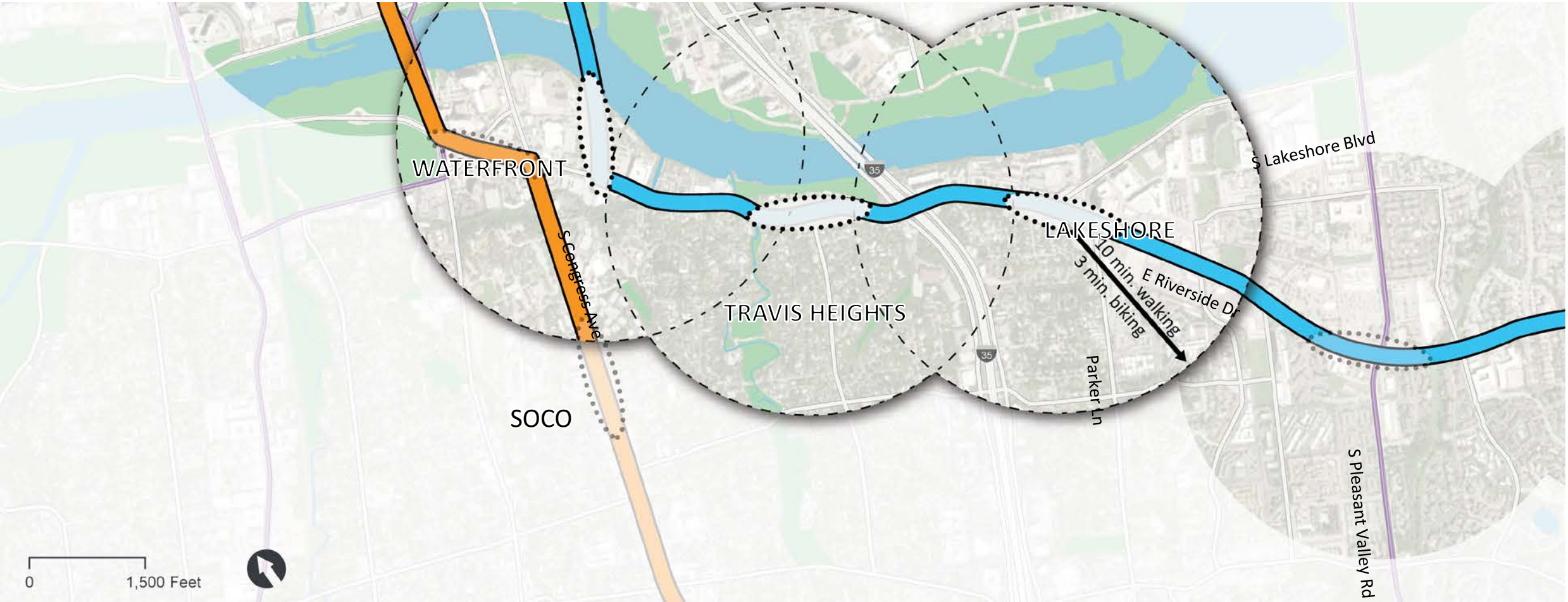
*Area has difficult engineering challenges including topography and pedestrian accessibility and connectivity.



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Blue Line – Pleasant Valley to Lady Bird Lake

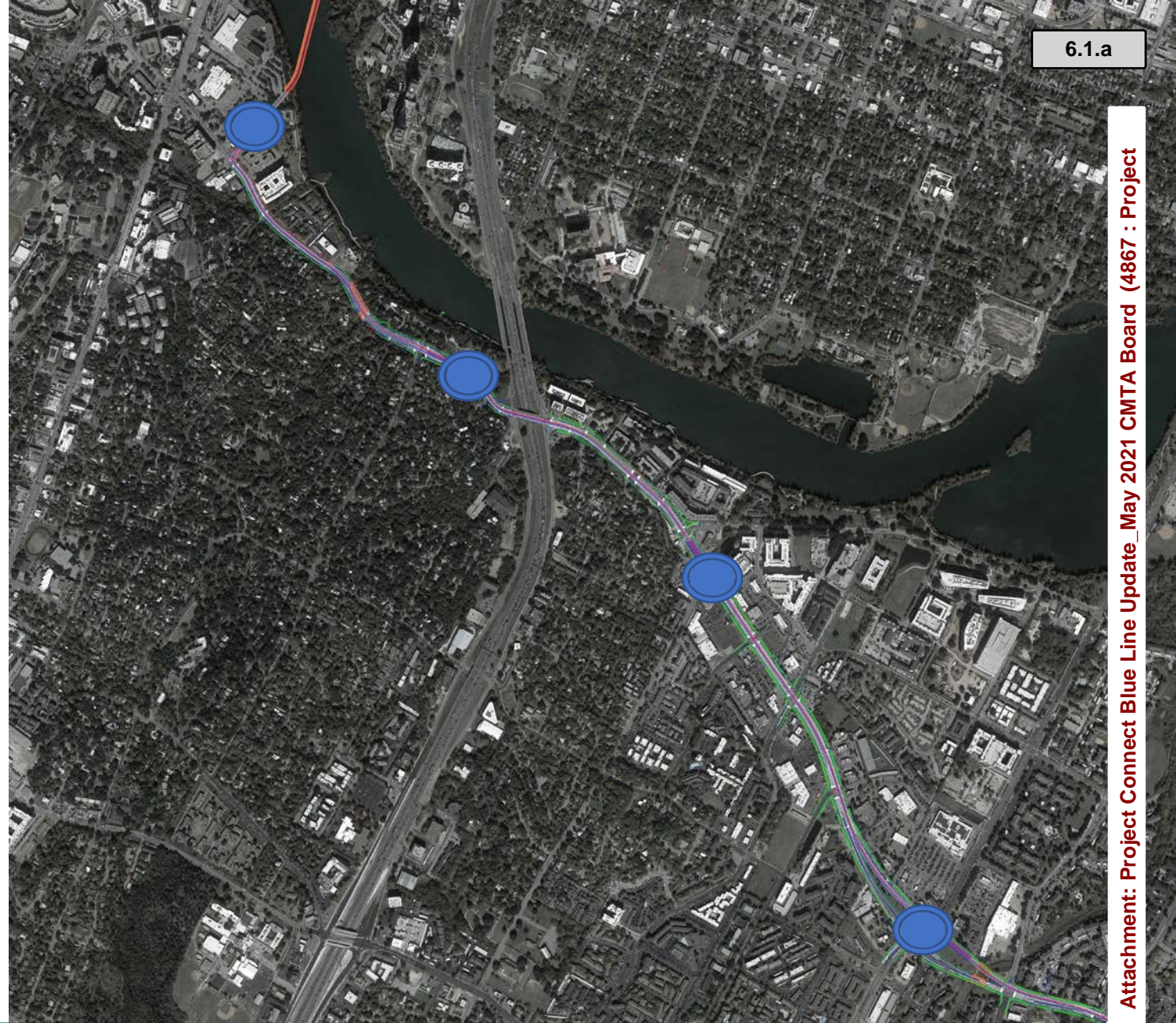
*Station locations and names subject to change



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

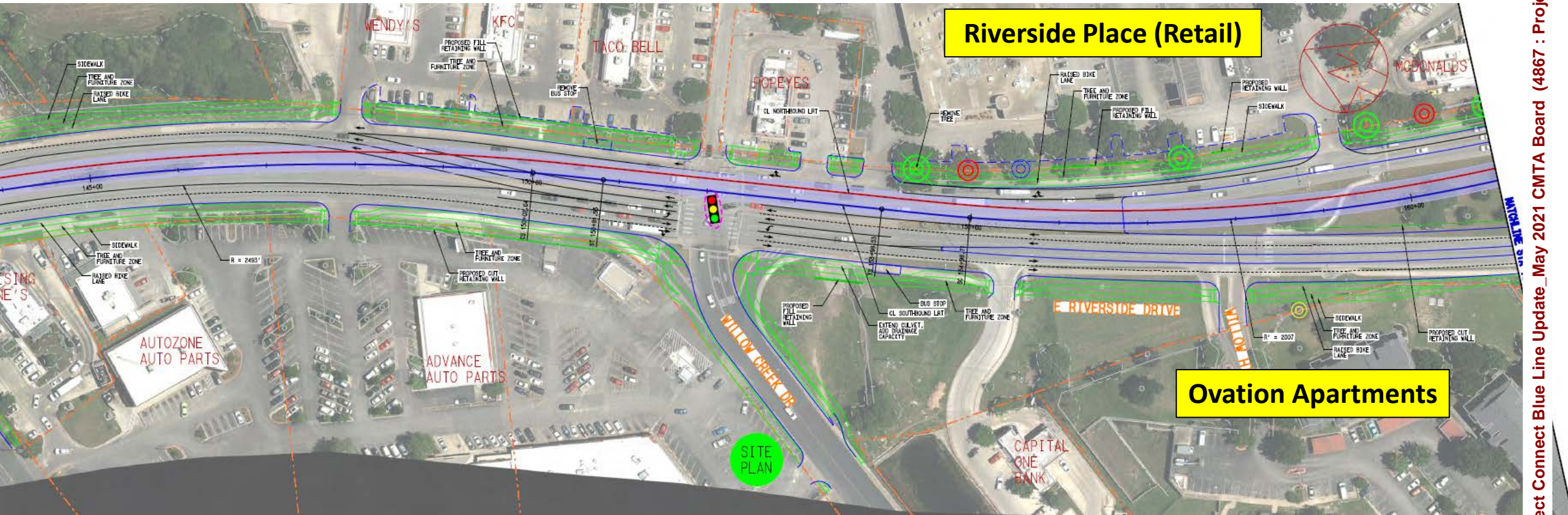
Community Context

- **Pleasant Valley / Riverside Intersection**
 - MetroRapid connections
 - Riverside Station
- **Lakeshore Station**
- **Travis Heights Station**
- **Waterfront Station**
 - South Central Waterfront

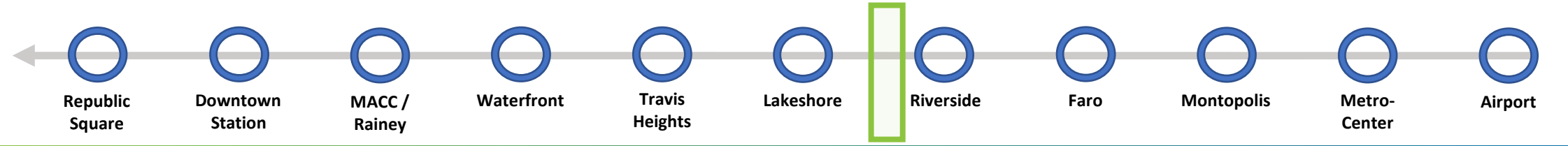


East Riverside (Willow Creek)

— Sidewalk
— Curbline
6.1.a
 Level



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

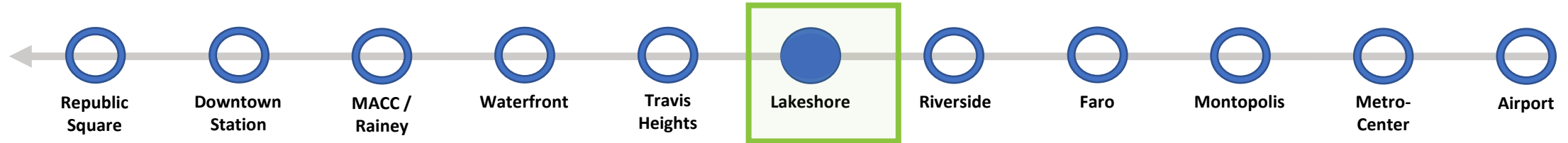
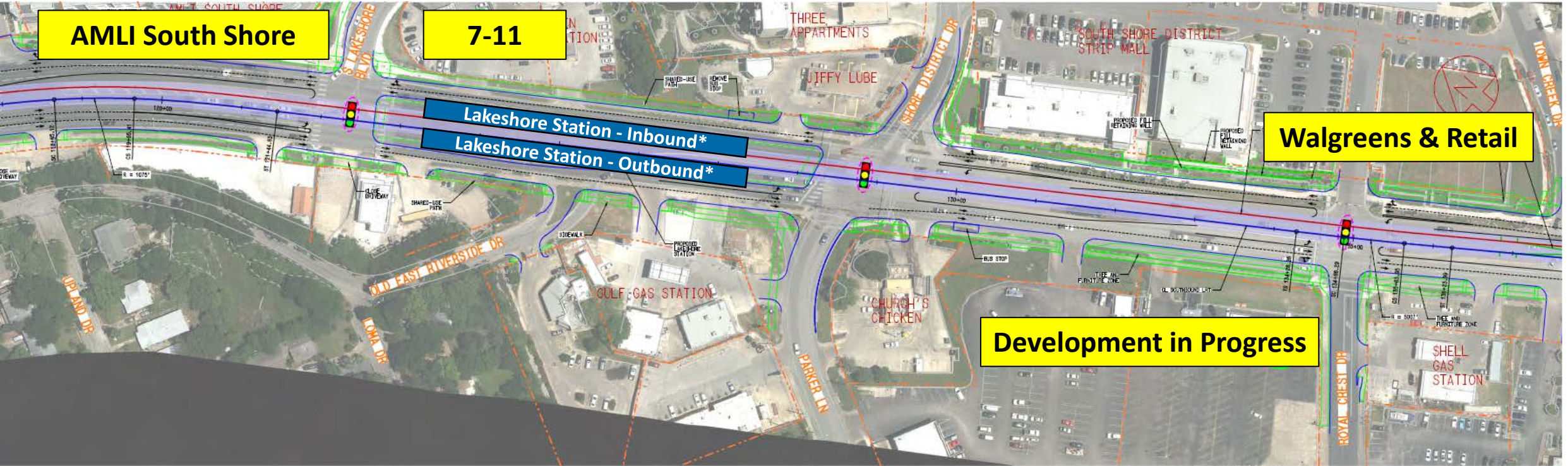


East Riverside (Lakeshore Station)

*Station locations and names subject to change

— Sidewalk
— Curbline

6.1.a
Level

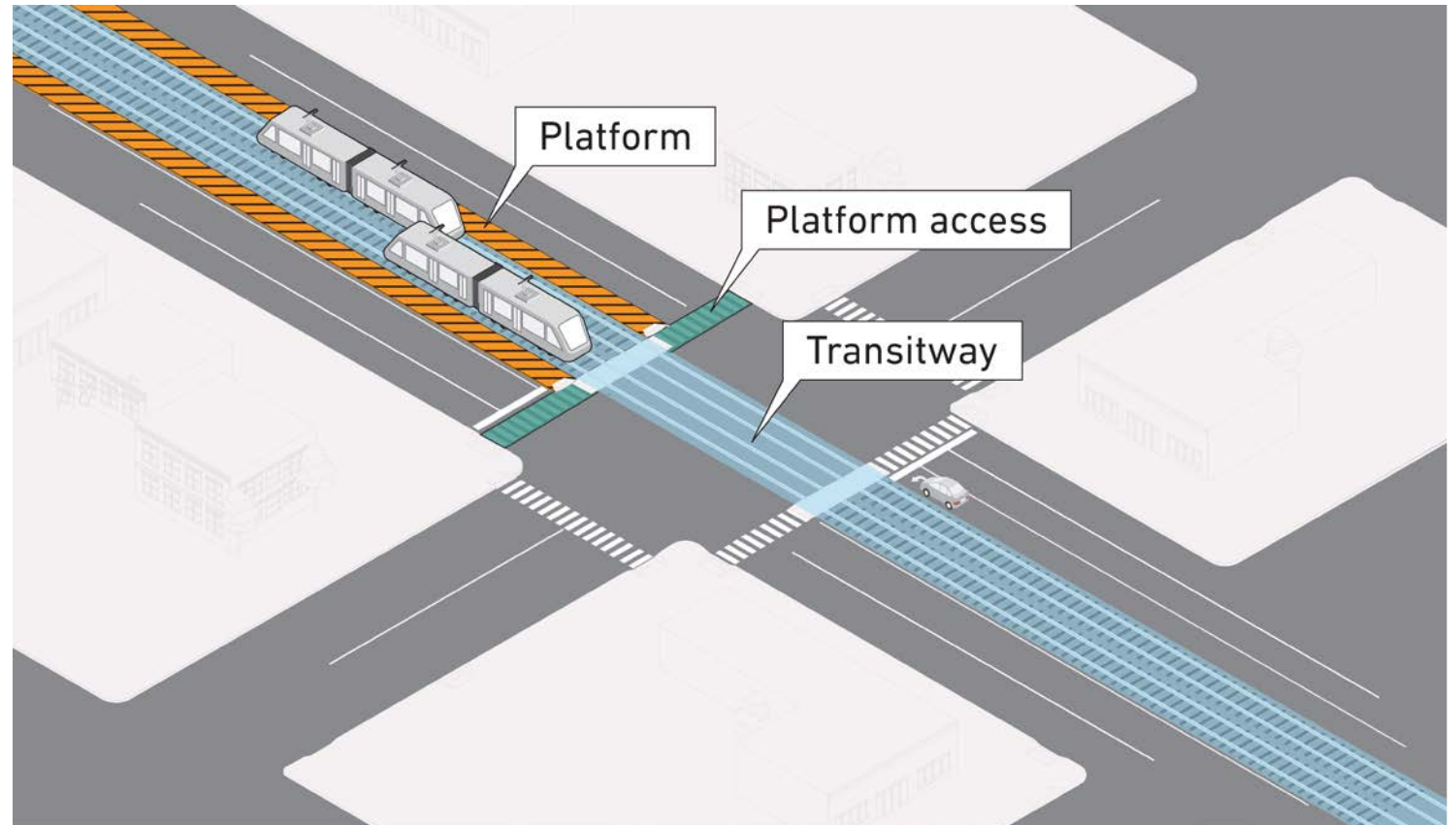


Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project MATCHLINE STA 136+00

Side Platform Station– Typical Layout

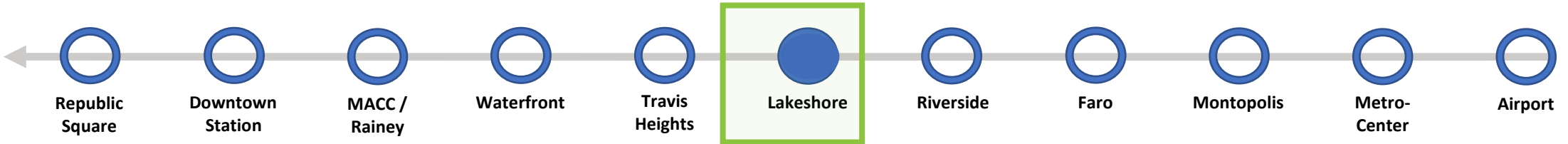
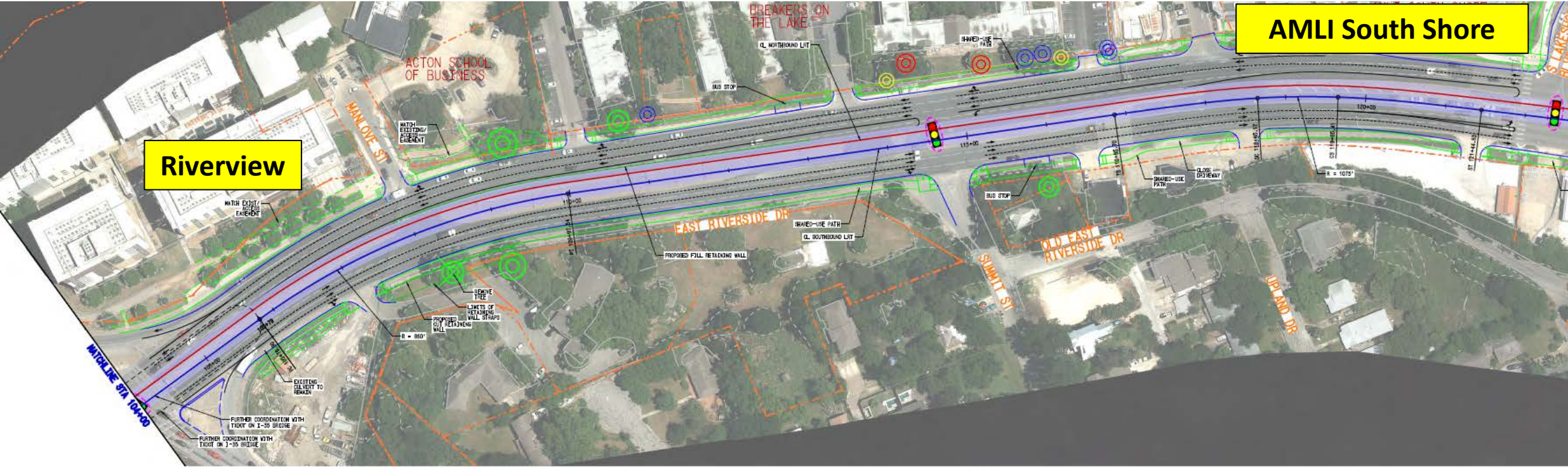
Each direction served by its own platform, opposite each other

- Platforms are narrower since they only serve one direction. Station is wider overall since there are two platforms across from each other.
- Layout simplifies track alignment, removing the need to redirect tracks around the station platform.



East Riverside (Lakeshore Station to IH 35)

— Sidewalk 6.1.a
— Curbline Level

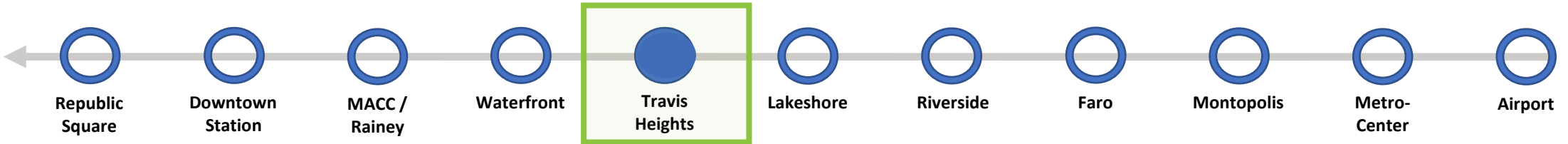
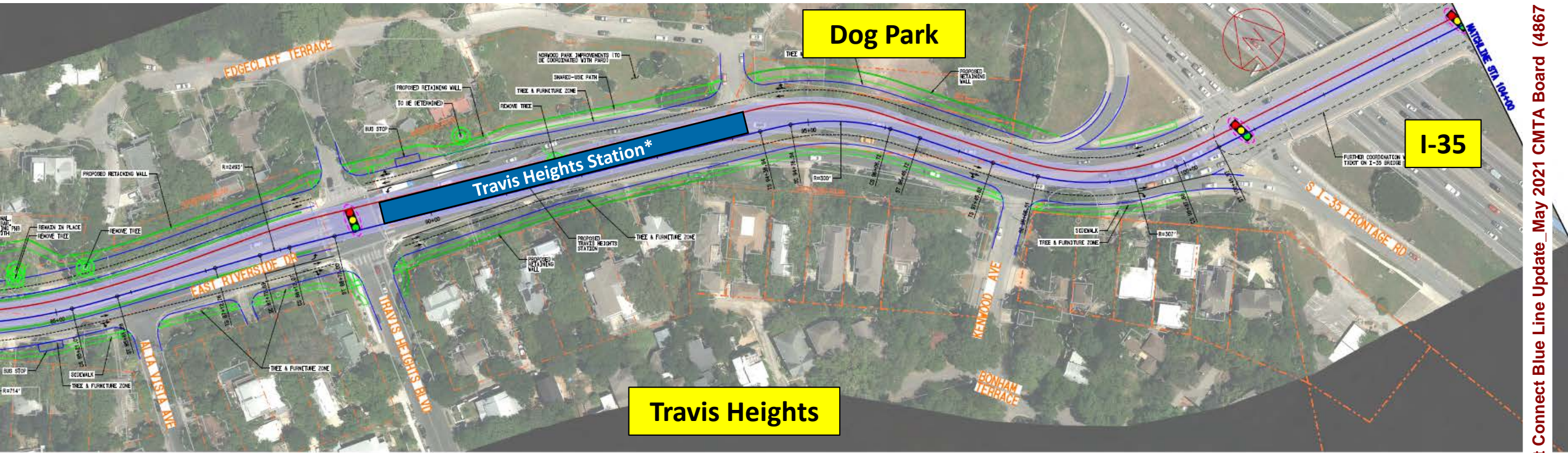


Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

East Riverside (IH 35 to Travis Heights Station)

— Sidewalk
— Curbline
6.1.a
 Level

*Station locations and names subject to change

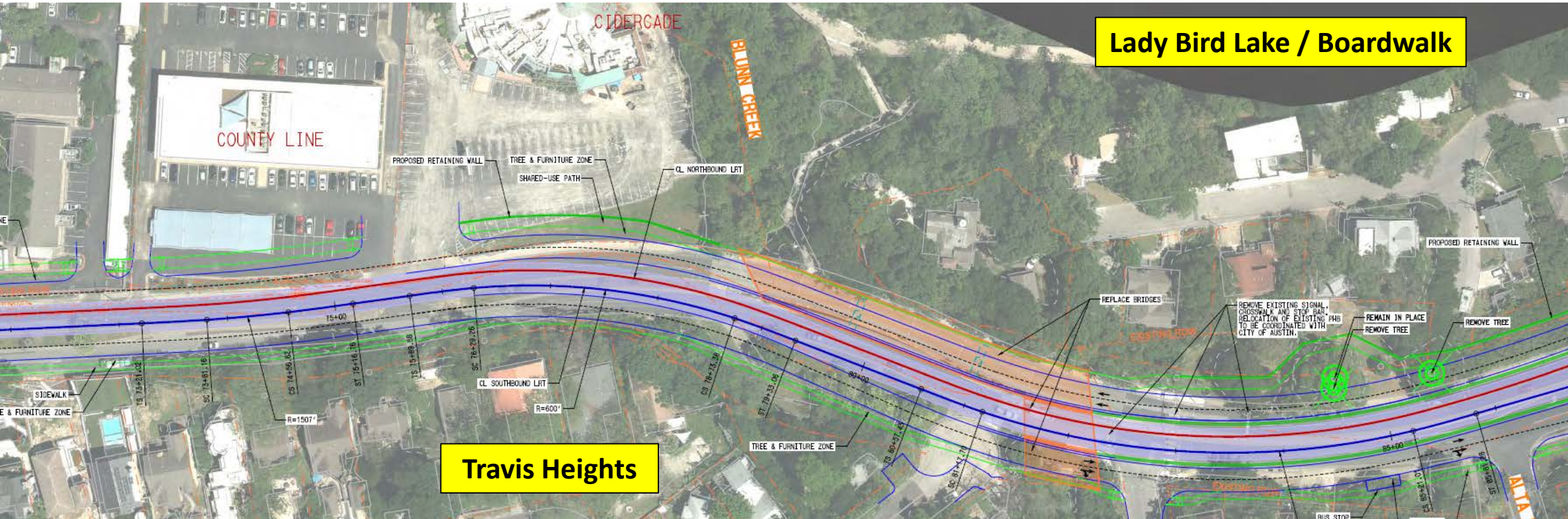


Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

East Riverside (Travis Heights)

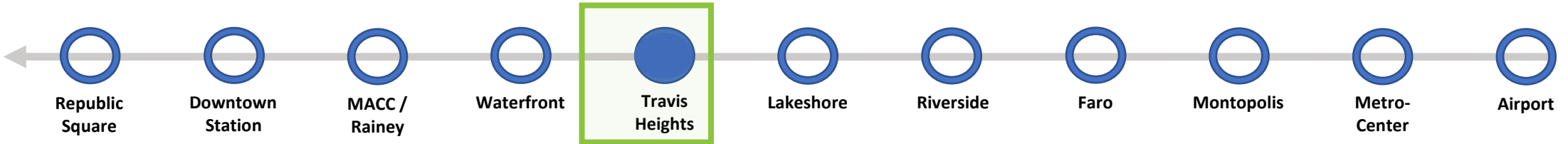
— Sidewalk
— Curbline

6.1.a
Level



Lady Bird Lake / Boardwalk

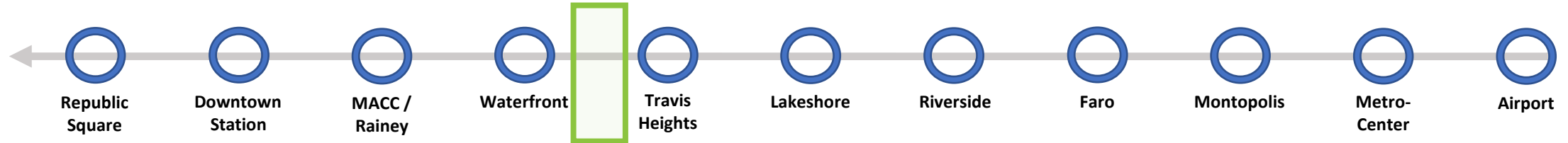
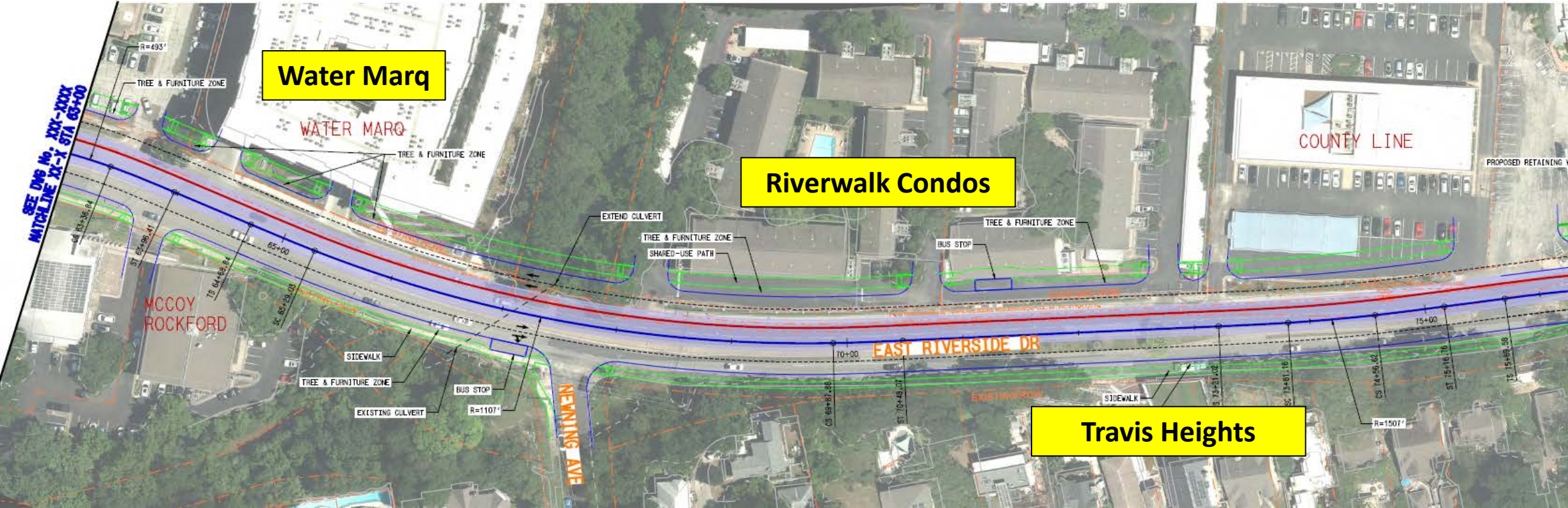
Travis Heights



Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

East Riverside (Newning Avenue)

— Sidewalk 6.1.a
— Curbline Level



Attachment: Project Connect Blue Line Update_May 2021 CMTA Board (4867 : Project

Waterfront Station & Lady Bird Lake Crossing

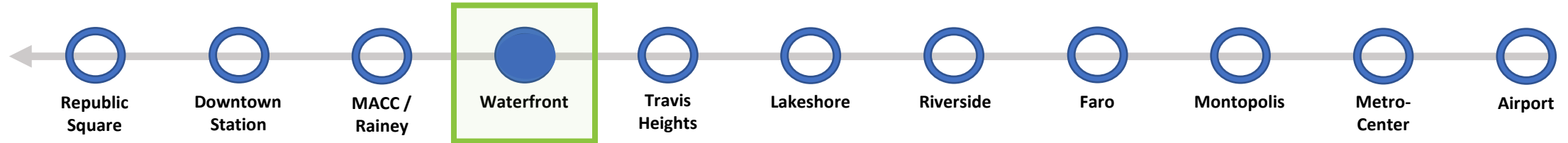
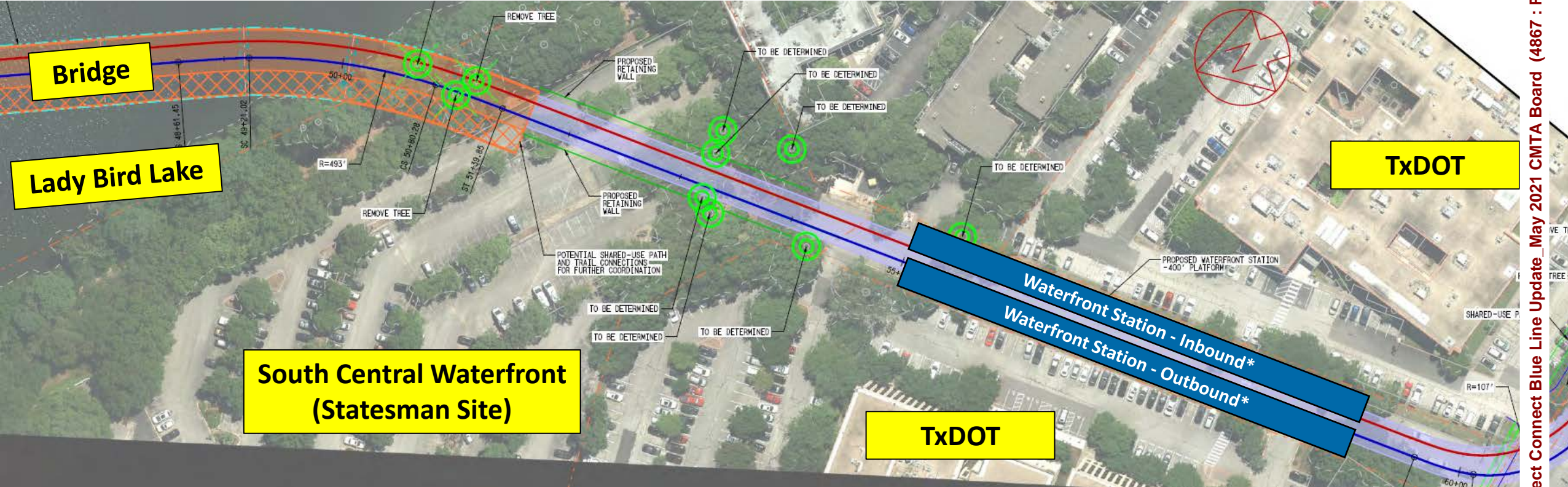
*Station locations and names subject to change

— Sidewalk

— Curbline

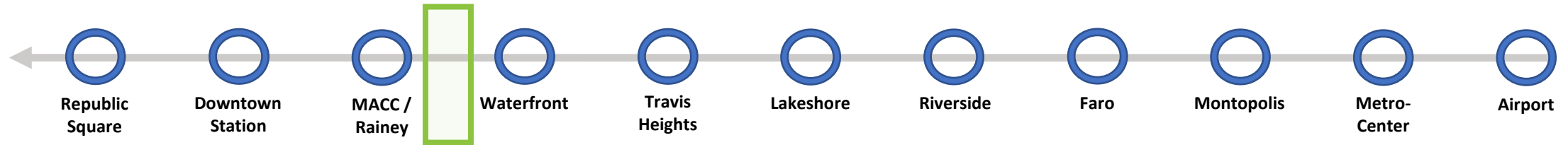
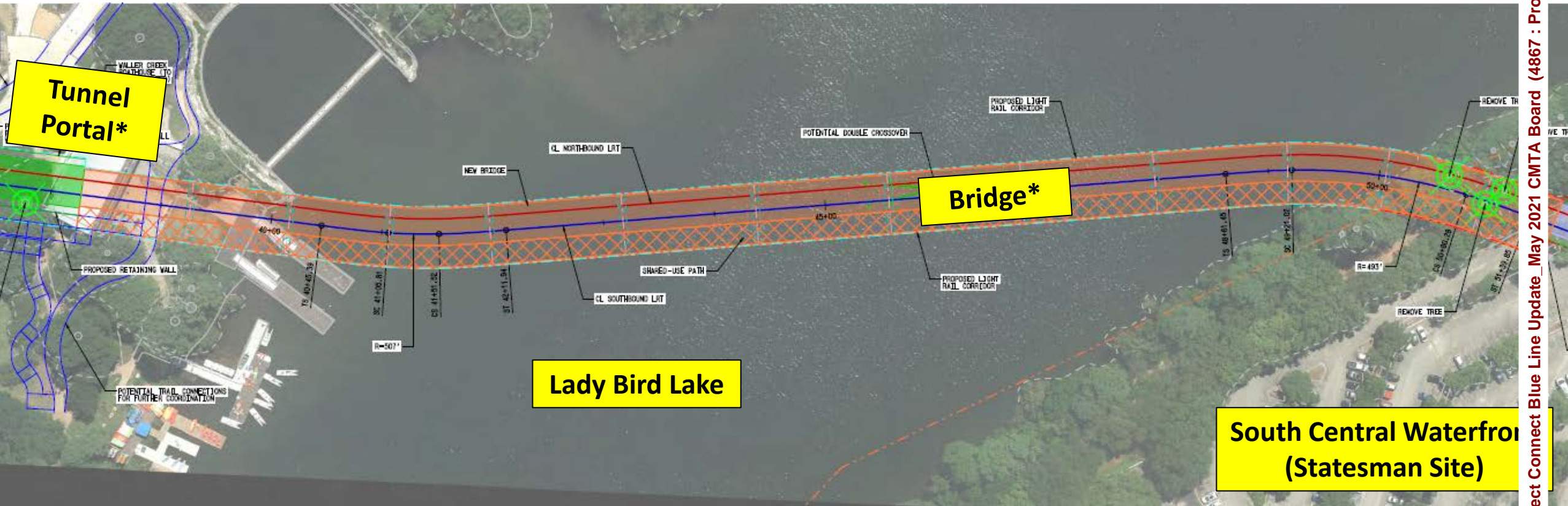
6.1.a
Elevated

Street Level



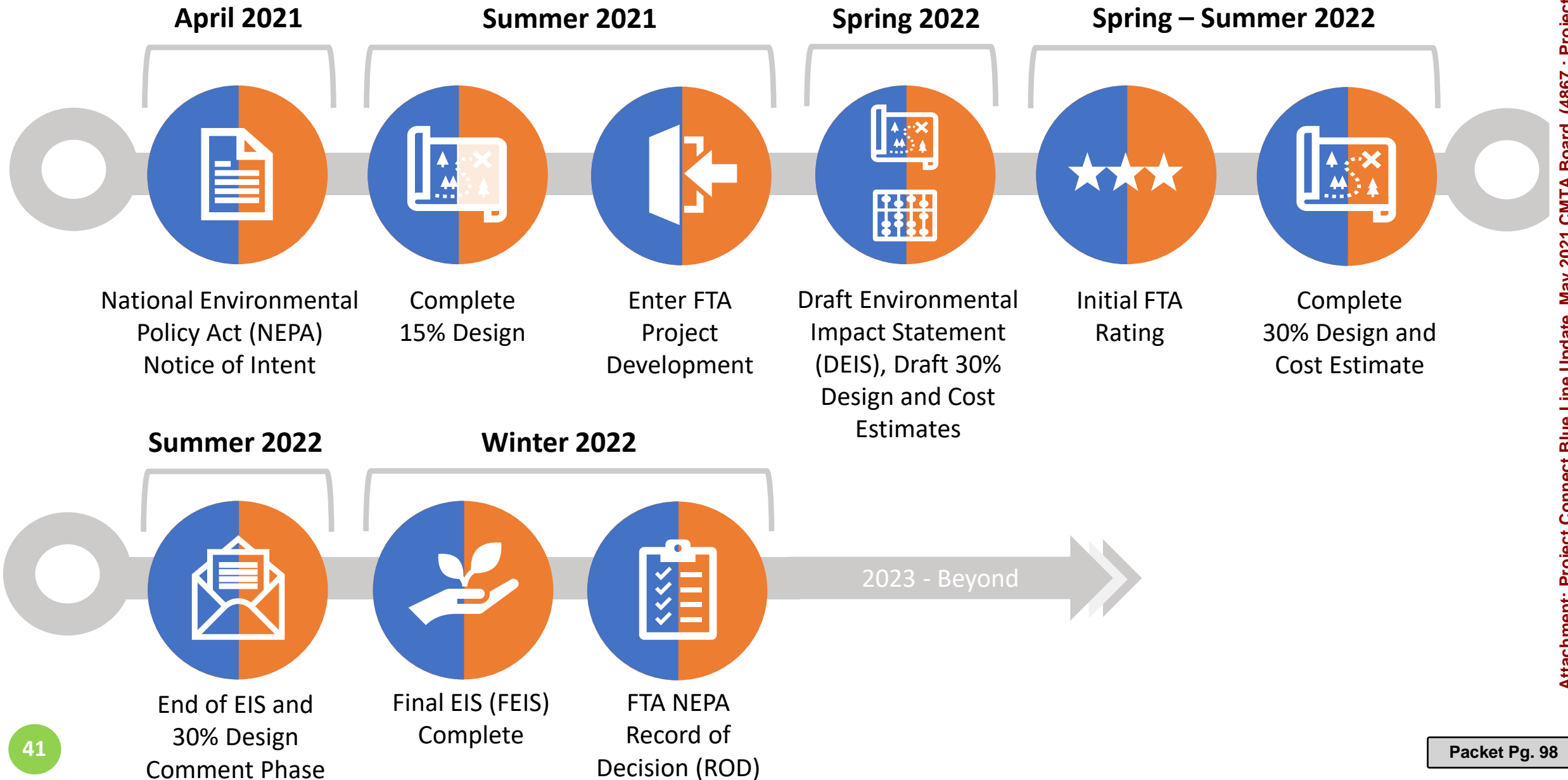
Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

Trinity Street & Lady Bird Lake Crossing



Attachment: Project Connect Blue Line Update May 2021 CMTA Board (4867 : Project

Orange & Blue Line Key Milestones Recap (2021 – 2022)



AUSTIN TRANSIT PARTNERSHIP

THANK YOU!

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 05/24/2021

(ID # 4866)

Capital Metro Brand Refresh

TITLE: Capital Metro Brand Refresh



METRO

Brand Refresh Study
May 2021

Attachment: Brand Refresh Presentation May 2021 Final (4866 : Capital Metro Brand Refresh)

Brand Review

Capital Metro is embarking on a brand review to ensure that we remain relevant to our market and communicate effectively as our operations and services expand as the region continues to grow exponentially. We'll cover:

- Capital Metro brand journey
- Brand refresh vs rebrand
- Timing considerations
- Brand Research
- Next steps



Capital Metro Brand: Our Journey

Our brand is more than a logo. It is more than a visual mark. It is a symbol that projects the purpose and personality of our agency. It embodies our identity internally and at every touchpoint with the public. Our brand should be modern and dynamic.

The region has changed, and we have changed. Today, we are one of the most vibrant regions in the country. As we become a true metropolis and as our organization and its purpose evolve, so too should our brand. This is a perfect time to reimagine our identity. It is a perfect time for Capital Metro to pivot to the future.

Brand Refresh vs Rebranding

- A brand refresh:
 - Updates communication and messaging strategies to build a strong connection between your target audience and your organization.
 - Adjusts the brand to the market and to be relevant with the current values and goals of an organization.
 - Explores changes in the logo and visuals to better represent our dynamic agency and relevance of the market.
- A rebrand is a complete overhaul of your identity and is needed when you change the fundamentals of your business or are no longer relevant.

Brand Refresh: Why now?

- Capital Metro and the region are at a pivotal moment as Austin becomes a true metropolis.
- Referendum victory of Project Connect has invigorated, energized and boosted morale of the authority—both internally and externally.
- Public perception of our brand is at an all-time high.
- Brand prestige was boosted during the pandemic by continuing to provide transit services to essential workers as well as food delivery for those in need and other vital community services.
- Reflect the dynamic attributes of the authority or the region.



Brand Timing Considerations

- Project Connect: procuring program elements with the refreshed brand rather than one that will evolve. Examples:
 - Construction signage
 - MetroRapid stops
 - Vehicle procurement
- Uniform update later this year that will carry our mark and are directly tied to our brand and experience for all customers.
 - Front-line staff are our best brand ambassadors
 - New uniforms balance professionalism, comfort & style
 - Process will include engagement & input from front-line staff, ATU



Brand Relevance

Capital Metro must meet the challenges that come with becoming a modern, forward-thinking transit agency. We must be seen as:

- Essential & Relevant to our Customers and Community
- Innovative
- Inclusive
- Accessible
- Major player
- Dynamic & Adaptable
- Exciting
- Future-facing



Brand Research – Underway

Gathering feedback from internal and external audiences on current brand perceptions and expectations for the future. This includes:

- Internal small groups and one-on-one interviews.
- Board, Access and CSAC input.
- Review of potential impact of changes to mark and branding elements.





METRO

THANK YOU!

Attachment: Brand Refresh Presentation May 2021 Final (4866 : Capital Metro Brand Refresh)

Capital Metropolitan Transportation Authority **MEETING DATE: 05/24/2021**
Board of Directors **(ID # 4868)**
Contracting Requirements Review

TITLE: Contracting Review Requirements

Contracting Requirements Review

Capital Metro Board of Directors Meeting
May 24, 2021

Donna Simmons, EVP, Administration/Diversity, Equity & Inclusion Officer

Ashley Glotzer, Chief Counsel

1



Introduction

- **Purpose:** Introduce topic and opportunities to Board, ahead of anticipated staff recommendations later this summer.
- **Agenda**
 1. Federal Contracting Requirements
 2. Opportunities for Capital Metro's Construction and Labor Contracts



Federal Contracting Requirements

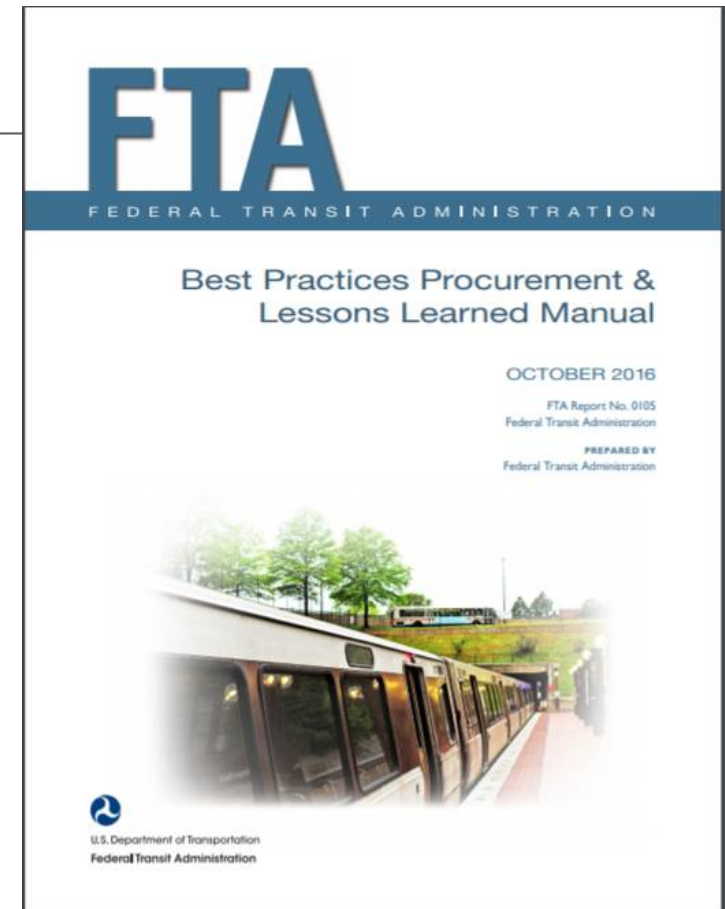
3



METRO

FTA BEST PRACTICES MANUAL

- Provides FTA grant recipients with detailed information about third-party procurement requirements to improve internal processes and avoid pitfalls.
- The manual covers the entire procurement cycle:
 - Planning
 - Selecting Type of Contracting Method
 - Evaluation of Proposals and Contract Award
 - Contract Administration

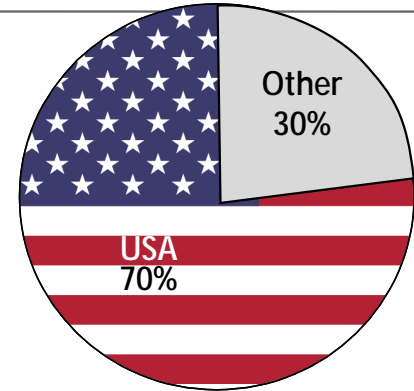


BUY AMERICA

Rolling Stock (Vehicles)

- When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of components and subcomponents made in the U.S. **must be 70-percent or more.**
- Final assembly for rolling stock also must occur in the U.S.

Rolling Stock Country of Origin Component Requirements



BUY AMERICA



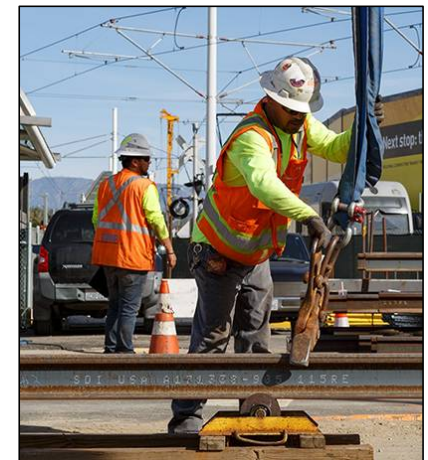
Infrastructure

- Buy America requirements prevent FTA from obligating an amount that may be appropriated to carry out its program for a project unless "the steel, iron, and manufactured goods used in the project are produced in the United States".
- Manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin.
- Manufactured goods must be 100-percent produced in the U.S.



DAVIS BACON ACT

- The Davis-Bacon Act prescribes the prevailing wages be paid to laborers and mechanics working on federally-funded construction contracts.
- Applies to federally funded contracts in excess of \$2,000, and there are no exceptions based on the contract period of performance.
- These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.



BONDING REQUIREMENTS

- A bid guarantee (bid bond, certified check, or other negotiable instrument accompanying a bid) from each bidder equivalent to five percent of the bid price.
- A performance bond on the part of the contractor for 100 percent of the contract price.
- A payment bond on the part of the contractor for 100 percent of the contract price.

OTHER SPECIAL CONTRACT PROVISIONS

- Accessibility (Americans with Disabilities Act)
- Anti-Kickback Act
- Contract Work Hours and Construction Safety
- Equal Employment Opportunity
- Labor Neutrality



DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- DBE Program seeks to ensure non-discrimination in the award and administration of FTA-assisted contracts in the agency's financial assistance programs and to create a level playing field on which DBEs can compete fairly for FTA-assisted contracts.
- The certifying agencies are:
 - City of Austin, Department of Small and Minority Business Resources
 - City of Houston, Affirmative Action
 - Corpus Christi Regional Transportation Authority
 - North Central Texas Regional Certification Agency
 - South Central Texas Regional Certification Agency
 - Texas Department of Transportation



DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- Rolling Stock - Transit Vehicle Manufactures (TVMs)
 - FTA provides a list of certified TVMs that meet the DBE requirements annually
 - Only transit vehicle manufacturers listed on FTA's eligible TVMs list, or that have submitted a goal methodology to FTA at the time of solicitation that has not been rejected are eligible to bid.
- Other Contract Types
 - Goals are set by determining what percentage DBEs (or firms that could be certified as DBEs) represent of all firms that are ready, willing, and able to compete for DOT-assisted contracting for the work types being contracted in a weighted fashion.
 - North America Industry Classification System (NAICS) codes



DBE Goals and Availability Study

Overall goal for 2021 has been set at 19%:

	Definition	Overall Goal: 19%
Race Conscious	Achieved through a "conscious" effort to find DBEs to meet a specified DBE goal in contracts	9% (2020)
Race Neutral	Either because the prime exceeded the goal amount on a project, or they used a DBE on a federally funded project that had no goal	10% (2020)
2020 Achievement		18.7 %

* Based on FY 2020 – FY 2022 triennial period

- Upcoming DBE availability study includes CapMetro & ATP opportunities – Board action in July 2021

Opportunities for Capital Metro's Construction and Labor Contracts



Peer Review

- City of Austin
 - Better Builder Program
 - Apprenticeship Hiring Goals
 - Living Wage Requirements
- LA Metro
 - Labor Program with Hiring Goals

US DOT Announcement

- Secretary Buttigieg announced expanded pilot programs for construction hiring and workforce development hiring.
 - Allows use of hiring preferences to enhance workforce development opportunities in economically or socially disadvantaged communities.



Requirements and Opportunities

- Potential Opportunities
 - FAST re-enactment and other federal directives
- Construction and Labor Jobs Program
 - Hiring Goals
 - Apprentices
 - Disadvantaged Workers
 - Local Workers in Low-Income Areas
 - Utilizing approved programs to allow local hiring.
 - Living Wage Requirement
 - Davis-Bacon Act sets minimum prevailing wage
 - Evaluating:
 - Health Insurance
 - Sick Leave
 - Additional OSHA training



METRO

THANK YOU!