



# Agenda - Final revised

## Capital Metropolitan Transportation Authority

### Board of Directors

2910 East 5th Street  
Austin, TX 78702

---

**Monday, December 18, 2023**

**12:30 PM**

**Rosa Parks Boardroom**

---

Items marked with an \* have been revised.

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

**I. Call to Order**

**II. Safety Briefing:**

**III. Public Comment:**

**IV. Advisory Committee Updates:**

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

**V. Board Committee Updates:**

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

**VI. Consent Items:**

1. Approval of minutes from the November 20, 2023 board meeting.
2. Approval of a resolution updating the Charter Statement for the Operations, Planning and Safety Committee.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Reeder Distributors, Inc. for a Steam Bay Bus Lift in an amount not to exceed \$211,350.

4. Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract modification with Unifirst Corp. for maintenance related uniform rental and cleaning services over a one-year period, in a total amount not to exceed \$212,047.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Zonar System, Inc. to purchase subscription services for Electronic Driver Vehicle Inspection Records Services over a five-year period in a total amount not to exceed \$803,623.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts with Lytx, Inc. to purchase subscription services for DriveCam Event Recorders over a three-year period in a total amount not to exceed \$552,960.
7. Approval of a resolution authorizing the President & CEO, or her designee, to execute an emergency purchase order to Cap-A-Bus Inc. to purchase services for bus accident repair and painting over a period of six months in a total amount not to exceed \$400,000.
8. Approval of a resolution authorizing the President & CEO, or her designee, to execute an emergency purchase order to JobSite Diesel for services of bus fleet scheduled and ad hoc repair services over a period of six months in a total amount not to exceed \$1,000,000.
9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an extension of the existing lease with CapMetro's uniform vendor, CFJ Manufacturing, LP (CFJ), for approximately 1,027.5 rentable square feet within CapMetro's administrative offices at 624 N. Pleasant Valley Road, Austin, Texas 78702 for a base period of twelve (12) months, for a total amount of \$33,908 paid to CapMetro.
10. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies to purchase and install two cameras on each of the 88 new CapMetro Pleasant Valley and Expo Center Rapid stations for a one-year period, in an amount not to exceed \$383,286.

## VII. Action Items:

- \*1. Approval of a resolution adopting amendments to CapMetro's Fare Policy and Fare Structure to provide a no-cost, two-year transit pass for eligible unhoused or housing insecure customers for use on CapMetro local and Rapid bus, Pickup by CapMetro, and CapMetro Access services, approving the related Title VI Fare Equity Analysis, and authorizing the President & CEO, or her designee, to implement the fare change.

- \*2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a temporary Master License Agreement with the City of Austin for the use of certain portions of CapMetro’s Rail right of way and real property located at 2910 E 5th Street, Austin, Texas 78702, for the purpose of constructing, operating, and maintaining the MoKan Trail.
  
- \*3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Commercial Contract - Improved Property for the purchase of a 11.46-acre tract of land located at 5315 E. Ben White Blvd., Austin, Texas 78741, together with two (2) one-story buildings measuring 10,090 square foot in size, associated parking areas, all other improvements, and any easements and rights appurtenant thereto, from River City Partners, Ltd. for a new CapMetro Operation and Maintenance facility (Demand Response South Base), in an amount not to exceed \$13,500,000 plus closing costs.
  
- 4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Jay-Reese Contractors, Inc. for the construction of the Railroad Pedestrian Crossing at the intersection of East 4th Street and Sabine Street for \$1,291,000 and 15% contingency of \$193,650 for a total not to exceed amount of \$1,484,650.
  
- \*5. Approval of a resolution approving the CapMetro Public Transportation Agency Safety Plan (“the Plan”), authorizing the President & CEO, or her designee, to finalize and execute the Plan, and setting a program to provide relevant and useful information to the Board of Directors.  
  
Memo: PTASP Overview (December 11, 2023)
  
- 6. Approval of a resolution appointing 11 candidates to serve as members of the Project Connect Community Advisory Committee, as recommended by the Nominating Committee, to serve either two- or four-year initial terms as determined via lottery.

**VIII. Report:**

- 1. President & CEO Monthly Update

**IX. Items for Future Discussion:**

**X. Adjournment**

**ADA Compliance**

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

*BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Leslie Pool, Vice Chair; Becki Ross, Secretary; Eric Stratton, Paige Ellis, Matt Harriss, Dianne Bangle and Chito Vela.*

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



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

---

Board of Directors

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

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

---

Customer Satisfaction Advisory Committee (CSAC)

## Capital Metropolitan Transportation Authority

### Customer Satisfaction Advisory Committee (CSAC)

Wednesday, December 13, 2023.

6:00 PM

#### Virtual Presentation

**CapMetro Employees:** Penelope Ackling, Brian Alejandro, Peter Breton, Anna Lan, Edna Parra, Patricia Vidaurri.

**Committee Members:** Arlo Brandt, Ryan Johnson, Fangda Lu, Ephraim Taylor, Diana Wheeler.

**Guests:** Ruven Brooks.

### Welcome / Introductions / Call to Order

*Chair Taylor*

### Public Communications

**Peter Breton** shares an update on the CapMetro services that will be provided for New Years Eve.

**Approval of the minutes** – Motion to approve by Ryan Johnson / 2<sup>nd</sup> by Ephraim Taylor – passes unanimously.

### ETOD Update

*Anna Lan, Manager of Transit Oriented Development*

*Penelope Ackling, Community Engagement Coordinator*

**Anna Lan** and **Penelope Ackling** give updates regarding the ETOD program, including the most recent engagement phase and next steps for the program.

**Ryan Johnson** asks about the integration of light rail in the North Lamar Transit Center (NLTC) Vision Plan, and specifically if CapMetro will move forward with the plan without light rail being integrated. **Anna Lan** explains that NLTC will be built as a bus TOD, which gives greater flexibility in terms of resources, community input, and additional opportunities.

**Ephraim Taylor** asks about the design of the NLTC TOD and anything being done to handle eventual light rail. **Anna Lan** says they are starting the design with the understanding that the transit center is multimodal, and that they are coordinating with ATP and working on a multi-phase development .

**Ephraim Taylor** asks how CapMetro is weighting responses from the community when there's a good chance that the outreach isn't fully representative of the community or the ridership.

**Penelope Ackling** and **Anna Lan** explain their public outreach in more detail, noting specific outreach at the transit centers and local business notification.

**Ephraim Taylor** asks what success looks like for CapMetro, and **Anna Lan** explains two main goals: building the facility itself, and (once the facility is built) that the people who are living and working there are similar to or come from the surrounding community.

**Ruven Brooks** says CapMetro shouldn't be apologetic about building bus-focused facilities, as even once light rail is built out, more people will be using the bus than the light rail.

### Enterprise Data Analytics

*Pat Vidaurri, Director of Performance & Strategic Initiatives*

**Patricia Vidaurri** overviews the Enterprise Data Analytics Platform, including the most recent phase of development, which includes transparent finance information.

**Fangda Lu** asks if MetroBike and MetroRideShare data will be integrated into the dashboard, and **Patricia Vidaurri** explains that data from those programs will be integrated as a part of Phase C.

### **Officer Elections**

*Facilitated by Staff Liaison*

**Ryan Johnson** nominates **Ephraim Taylor** for the position of Chair, and he accepts.

**Ephraim Taylor** is elected as Chair unanimously.

No nominations are set forth for the position of Vice-Chair. Nominations for this position will resume at the next regularly scheduled meeting.

***Meeting adjourned at 7:12 PM***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

---

Board of Directors

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

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

---

Access Advisory Committee



## Capital Metropolitan Transportation Authority

### Access Advisory Committee

Wednesday, December 6, 2023

5:30 PM

*Virtual Presentation*

**CapMetro Employees:** Penelope Ackling, Chad Ballentine, Peter Breton, Louise Friedlander, Rochelle Jones, Julie Lampkin, Matthew Mejia, Chris Mojica, Edna Parra, Sara Sanford, Randy Slaughter.

**Supporting Staff Attendees:** Rebecca Liggins, Kristoffer Vik Hansen, Nick Milum, Raul Vela, Christopher Westbrook.

**Committee Members:** Estrella Barrera, Andrew Bernet, Glenda Born, Audrea Diaz, Otmar Foehner, Mike Gorse, Paul Hunt, John McNabb.

**Guests:** Olga Rivera.

*Meeting called to order at 5:37 PM*

### Welcome / Introductions / Call to Order

*Chair Hunt*

**Approval of the minutes** - Glenda Born / Otmar Foehner 2nd – passes unanimously.

### Public Communications

**Olga Rivera** outlines issues her uncle has encountered regarding Access operators not providing the correct level of service, and missing their pickup/dropoff windows multiple times. **Raul Vela** explains that they will pull the call records, make a decision as to the best course of action to resolve the issue, and then follow up with her by the end of the week.

**Glenda Born** notes that she has also continued to encounter issues where drivers are not providing the correct level of service.

**Committee Members** overview issues they've encountered while piloting the Spare App. **CapMetro Staff** and **Spare Supporting Staff** explain that they are working out the issues and have fixed many of the ones encountered.

**Paul Hunt** explains that he's noticed inconsistency with operators permitting or not permitting riders to sit in the front-seat and asks for CapMetro Staff to share the policy. He also asks if there is an updated policy for showing IDs to operators due to the new Spare app. **Chad Ballentine** responds that there's no policy for front-seat driving, and that they're moving toward removing ID requirements.

### ETOD Update

*Matthew Mejia, Planner; Transit Oriented Development*

*Penelope Ackling, Community Engagement Coordinator*

**Penelope Ackling** and **Matthew Mejia** give updates regarding the ETOD program, including the most recent engagement phase and next steps for the program.

**Glenda Born** asks if the North Lamar Transit Center Vision Plan calls for the nearby mobile home park to be moved or removed, and **Matthew Mejia** explains that the associated vision plan only focuses on directly developing CapMetro owned land, and that there are no recommendations concerning that area.

**Paul Hunt** asks about the integration of future light rail considerations with the North Lamar Transit Center Station Area Vision Plan. **Matthew Mejia** says that the vision plan is not a specific plan that lays out a use, but rather the options available for the site and what amenities could be brought to the community.

### **Officer Elections**

*Facilitated by Staff Liaison*

**Estrella Barrera** nominates **Paul Hunt** for the position of Chair, and he accepts.

Paul Hunt is elected as Chair unanimously.

**Estrella Barrera** nominates **Glenda Born** for the position of Vice-Chair, and she accepts.

**Glenda Born** is elected as Vice-Chair unanimously.

**Otmar Foehner** nominates **Mike Gorse** for the position of Secretary, and he accepts.

**Mike Gorse** is elected as Secretary unanimously.

*Meeting adjourned at 6:48 PM*



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

---

Board of Directors

**Item #:** AI-2022-329

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

---

Public Safety Advisory Committee (PSAC)

## **Capital Metropolitan Transportation Authority**

### **Public Safety Advisory Committee (PSAC)**

**Friday, December 8, 2023**

**11:30 AM**

***Virtual Presentation***

**CapMetro Employees:** Jeremy Benoit, Peter Breton, Nina Loehr, Troy Officer, Edna Parra, Eric Robins, Joseph Rose, Ayeola Williams, Yvonne Wilson.

**Committee Members:** Brent Payne, Luis Osta Lugo, Adam Powell, Monica Sanchez, Christian Shelmire, Lauren Taylor, Leslie York.

***Meeting called to order 11:34 AM***

### **Welcome / Introductions / Call to Order**

*Interim Chair Taylor*

**Approval of the minutes** – Motion to approve by Leslie York / 2<sup>nd</sup> by Luis Osta Lugo – passes unanimously.

### **Public Communications**

#### **Assistant Administrator Introduction**

*Joseph Rose, Assistant Chief Administrator*

**Joseph Rose** introduces himself and explains his transportation- and law-enforcement-focused background, which includes working as a bus operator, serving as a transit police operator, and setting up a police department.

#### **Public Safety Engagement Plan**

*Edna Parra, Community Engagement and Involvement Manager*

**Edna Parra** overviews previous engagement and feedback for the Public Safety program and outlines the drafted upcoming engagement efforts.

#### **PSAC Subcommittee Overview**

*Peter Breton, Community Engagement Coordinator*

**Peter Breton** overviews options for PSAC subcommittee structures, including grouping of topics and types of engagement.

**Leslie York** asks when the engagement plan will be finalized, including PSAC Subcommittees, and **Peter Breton** and **Edna Parra** explain that most of the engagement for January and February of 2024 will be finalized by New Years 2024.

**Monica Sanchez** asks for more detail on what educational opportunities are entailed in the engagement plan, and **Peter Breton** explains that CapMetro staff believe there are multiple forms that those educational opportunities could take, one possibility being a tour of the Transit Police facility.

#### **Community Initiatives and Outreach**

*Edna Parra, Community Engagement and Involvement Manager*

*Peter Breton, Community Engagement Coordinator*

**Edna Parra** and **Peter Breton** outline community initiatives and additional outreach opportunities for Public Safety engagement.

**Monica Sanchez** asks if there are currently spaces set aside for Public Safety staff to join community events with the Community Engagement department, and **Peter Breton** explains that Public Safety staff usually only attend safety-focused events, but that staff is looking to increase attendance to less safety-focused events.

### **Officer Elections**

*Facilitated by Staff Liaison*

**Leslie York** nominates **Lauren Taylor** for the position of Chair, and she accepts.

**Lauren Taylor** is elected as Chair unanimously.

**Lauren Taylor** nominates **Christian Shelmire** for the position of Vice-Chair, and he accepts.

**Leslie York** nominates **Monica Sanchez** for the position of Vice-Chair, and she does not accept.

**Christian Shelmire** is elected as Vice-Chair unanimously.

***Meeting adjourned at 12:33PM***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

---

Board of Directors

**Item #:** AI-2023-1041

**Agenda Date:** 12/18/2023

---

Approval of minutes from the November 20, 2023 board meeting.

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

2910 East 5th Street  
Austin, TX 78702

---

**Monday, November 20, 2023**

**12:00 PM**

**Rosa Parks Boardroom**

---

**I. Call to Order**

12:00 p.m. Meeting Called to Order

<b>Present:</b>	Travillion, Pool, Ross, Harriss, Vela, and Bangle
<b>Absent:</b>	Stratton, and Ellis

**II. Safety Briefing:**

**III. Public Comment:**

Jon Dorough provided public comment.

**IV. Advisory Committee Updates:**

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

**V. Board Committee Updates:**

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

**VI. Consent Items:**

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion

1. Approval of minutes from the October 11, 2023 public hearing and October 23, 2023 board meeting.

2. Approval of a resolution updating the Charter Statement for the Finance, Audit and Administration Committee.
3. Approval of a resolution affirming the Internal Audit Charter.

**VII. Action Items:**

1. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Purchase and Sale Agreement in Lieu of Condemnation with the City of Austin, for the sale of 1.385 acre (60,349 square feet) of land out of the 20.554 acres of land owned by CapMetro, out of the J.C. Tannehill Survey 29, Abstract 22, located at the southwest corner of Loyola Lane and Johnny Morris Road, Austin, Travis County, Texas, in exchange for compensation to CapMetro in the amount of \$1,499,673.

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Perrone Robotics to provide an automated vehicle retrofit for vehicle automation in support of the CapMetro Yard Automation Research and Deployment (YARD) Project for a twelve (12) month base period with an option to require continued performance for up to an additional twelve (12) months in a total amount not to exceed \$420,000.

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Clever Devices to provide software architecture for vehicle automation in support of the CapMetro Yard Automation Research and Deployment (YARD) Project for a twelve (12) month base period with an option to require continued performance for up to an additional twelve (12) months in a total amount not to exceed \$300,000.

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion



4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Power Test, LLC for a vehicle maintenance transmission test stand in an amount not to exceed \$385,313.

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology, LLC for Cisco Smartnet network equipment and software support for one (1) year, in an amount not to exceed \$285,298.

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize a contract for the purchase of Medical Stop Loss Insurance for claims above \$200,000 from High Mark Insurance Group for one (1) year in an amount not to exceed \$1,155,678.

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

**Aye:** Pool, Ross, Harriss, Vela, and Bangle

**Away:** Travillion

7. Approval of a resolution awarding President & CEO Dottie Watkins adjustment to base pay equal to 6% of her annual salary and a one-time performance achievement bonus equal to 10% of base pay based on her Fiscal Year 2023 annual performance review. The increases are awarded retroactively to October 1, 2023, in accordance with the Employment Agreement.

This item was taken up after the Executive Session.

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

**Aye:** Travillion, Pool, Ross, Harriss, Vela, and Bangle

## VIII. Report:

1. President & CEO Monthly Update - November

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

Into Executive Session: 12:44 p.m.

Out of Executive Session: 1:55 p.m.

Section 551.072 for Deliberation Regarding Real Property related to the potential purchase of real estate for a future South Demand Response Facility

Section 551.071 for Consultation with an Attorney regarding legal issues related to pending litigation regarding Proterra, Inc. et al., Chapter 11 bankruptcy case

Section 551.074 for Personnel Matters regarding the annual performance review for the President & CEO

**X. Memo:**

Note: Memos are for information only. Will not be discussed at meeting.

1. Memo: Ratification of MV/ATU Collective Bargaining Agreement for fixed route bus services (November 6, 2023)

**XI. Items for Future Discussion:****XII. Adjournment**

1:55 p.m. Meeting Adjourned

**ADA Compliance**

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

*BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Leslie Pool, Vice Chair; Becki Ross, Secretary; Eric Stratton, Paige Ellis, Matt Harriss, Dianne Bangle and Chito Vela.*

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

Board of Directors

Item #: AI-2023-763

Agenda Date: 12/18/2023

**SUBJECT:**

Approval of a resolution updating the Charter Statement for the Operations, Planning and Safety Committee.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** CapMetro's two board committees assist the Board of Directors in providing strong governance and play a key advisory role to the full Board. Their expertise and in-depth look at issues before the Board is vital to our long-term strategic planning.

**BUSINESS CASE:** Does not apply

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** In 2010, each of the committees of the Board of Directors adopted Committee Charter Statements defining their areas of responsibility. A periodic review of these charters was requested by the Board upon adoption and allows the committees to ensure that the charters still meet the needs and parameters of each committee. This charter was last reviewed by the Board in April 2022.

After reviewing the Charter, staff's only recommendation is updating the name of the agency from "Capital Metro" to "CapMetro" to reflect current branding. No other substantive changes are suggested.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-763**

WHEREAS, the Board of Directors has established committees made up of members of the Board to consider specified areas of interest to the Authority; and

WHEREAS, the Board of Directors has adopted Committee Charter Statements that define the roles and responsibilities of each of these committees; and

WHEREAS, the Board of Directors desires to review the Committee Charter Statement to ensure that it reflects current roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors hereby updates the Committee Charter Statement for the Operations, Planning and Safety Committee to reflect the current branding of the agency's name from "Capital Metro" to "CapMetro".

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
OPERATIONS, PLANNING AND SAFETY COMMITTEE CHARTER**

**I. PURPOSE AND AUTHORITY**

The Operations, Planning and Safety Committee (the “OPS Committee”) has been established by the Capital Metropolitan Transportation Authority (“Capital Metro”) Board of Directors (the “Board”) to review and make recommendations to the full Board on policies and practices related to the efficient, safe, and reliable operation of the Capital Metro system and effective short and long-range planning for a sustainable Capital Metro.

The OPS Committee serves as an advisory committee to the Board which has the legal responsibility to make decisions and policies for Capital Metro.

**II. RESPONSIBILITIES**

The OPS Committee shall be responsible for:

- Overseeing short-range service planning and modification;
- Developing and making recommendations to the Board on long-range system planning and coordinating with external partners on regional planning initiatives;
- Reviewing and making recommendations to the Board on route standards and service standards;
- Monitoring performance indicators for service and operations, including but not limited to ridership, customer service and satisfaction, passenger and employee safety and security standards, and facility and vehicle maintenance;
- Making recommendations to the Board on system safety and security initiatives and plans to enhance organizational focus on safety and security and comply with applicable federal, state and local laws and regulations;
- Making recommendations to the Board on vehicle purchase and fleet management plans and other capital purchases related to operations;
- Overseeing facility and capital project design and construction programs;
- Recommending to the Board policies and processes designed to provide for effective and efficient IT governance;
- Reviewing and making recommendations to the Board on land use related to Capital Metro and property acquisition and disposal;
- Ensuring compliance with Title VI requirements;
- Overseeing the implementation of system start-ups; and
- Ensuring that all Capital Metro services operate effectively as an integrated transit system.

**III. MEMBERSHIP**

The OPS Committee shall consist of four (4) members of the Board. The Chairperson of the Board will nominate the OPS Committee Chairperson and members annually, subject to confirmation by the Board. The OPS Committee shall elect a Committee Vice Chairperson from its members at its first meeting of the year to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.

#### **IV. MEETINGS**

The OPS Committee will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. All meetings will be conducted in accordance with the Texas Open Meetings Act, as applicable. Committee members are expected to attend each meeting. The OPS Committee may direct members of management, auditors, or others to attend meetings and provide pertinent information, as necessary. CapMetro staff will post meeting agendas and backup materials for Board members and the public to view no later than seven (7) calendar days before the committee meeting.

The OPS Committee shall take up and consider any other items as directed by the Chairperson of the Board.

ORIGINAL

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
OPERATIONS, PLANNING AND SAFETY COMMITTEE CHARTER**

**I. PURPOSE AND AUTHORITY**

The Operations, Planning and Safety Committee (the “OPS Committee”) has been established by the Capital Metropolitan Transportation Authority (“Cap~~ital~~-Metro”) Board of Directors (the “Board”) to review and make recommendations to the full Board on policies and practices related to the efficient, safe, and reliable operation of the Capital Metro system and effective short and long-range planning for a sustainable Capital Metro.

The OPS Committee serves as an advisory committee to the Board which has the legal responsibility to make decisions and policies for Cap~~ital~~-Metro.

**II. RESPONSIBILITIES**

The OPS Committee shall be responsible for:

- Overseeing short-range service planning and modification;
- Developing and making recommendations to the Board on long-range system planning and coordinating with external partners on regional planning initiatives;
- Reviewing and making recommendations to the Board on route standards and service standards;
- Monitoring performance indicators for service and operations, including but not limited to ridership, customer service and satisfaction, passenger and employee safety and security standards, and facility and vehicle maintenance;
- Making recommendations to the Board on system safety and security initiatives and plans to enhance organizational focus on safety and security and comply with applicable federal, state and local laws and regulations;
- Making recommendations to the Board on vehicle purchase and fleet management plans and other capital purchases related to operations;
- Overseeing facility and capital project design and construction programs;
- Recommending to the Board policies and processes designed to provide for effective and efficient IT governance;
- Reviewing and making recommendations to the Board on land use related to Cap~~ital~~-Metro and property acquisition and disposal;
- Ensuring compliance with Title VI requirements;
- Overseeing the implementation of system start-ups; and
- Ensuring that all Cap~~ital~~-Metro services operate effectively as an integrated transit system.

**III. MEMBERSHIP**

The OPS Committee shall consist of four (4) members of the Board. The Chairperson of the Board will nominate the OPS Committee Chairperson and members annually, subject to confirmation by the Board. The OPS Committee shall elect a Committee Vice Chairperson from its members at its first meeting of the year to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.



#### **IV. MEETINGS**

The OPS Committee will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. All meetings will be conducted in accordance with the Texas Open Meetings Act, as applicable. Committee members are expected to attend each meeting. The OPS Committee may direct members of management, auditors, or others to attend meetings and provide pertinent information, as necessary. CapMetro staff will post meeting agendas and backup materials for Board members and the public to view no later than seven (7) calendar days before the committee meeting.

The OPS Committee shall take up and consider any other items as directed by the Chairperson of the Board.

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
OPERATIONS, PLANNING AND SAFETY COMMITTEE CHARTER**

**I. PURPOSE AND AUTHORITY**

The Operations, Planning and Safety Committee (the “OPS Committee”) has been established by the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors (the “Board”) to review and make recommendations to the full Board on policies and practices related to the efficient, safe, and reliable operation of the Capital Metro system and effective short and long-range planning for a sustainable CapMetro.

The OPS Committee serves as an advisory committee to the Board which has the legal responsibility to make decisions and policies for CapMetro.

**II. RESPONSIBILITIES**

The OPS Committee shall be responsible for:

- Overseeing short-range service planning and modification;
- Developing and making recommendations to the Board on long-range system planning and coordinating with external partners on regional planning initiatives;
- Reviewing and making recommendations to the Board on route standards and service standards;
- Monitoring performance indicators for service and operations, including but not limited to ridership, customer service and satisfaction, passenger and employee safety and security standards, and facility and vehicle maintenance;
- Making recommendations to the Board on system safety and security initiatives and plans to enhance organizational focus on safety and security and comply with applicable federal, state and local laws and regulations;
- Making recommendations to the Board on vehicle purchase and fleet management plans and other capital purchases related to operations;
- Overseeing facility and capital project design and construction programs;
- Recommending to the Board policies and processes designed to provide for effective and efficient IT governance;
- Reviewing and making recommendations to the Board on land use related to CapMetro and property acquisition and disposal;
- Ensuring compliance with Title VI requirements;
- Overseeing the implementation of system start-ups; and
- Ensuring that all CapMetro services operate effectively as an integrated transit system.

**III. MEMBERSHIP**

The OPS Committee shall consist of four (4) members of the Board. The Chairperson of the Board will nominate the OPS Committee Chairperson and members annually, subject to confirmation by the Board. The OPS Committee shall elect a Committee Vice Chairperson from its members at its first meeting of the year to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.

#### **IV. MEETINGS**

The OPS Committee will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. All meetings will be conducted in accordance with the Texas Open Meetings Act, as applicable. Committee members are expected to attend each meeting. The OPS Committee may direct members of management, auditors, or others to attend meetings and provide pertinent information, as necessary. CapMetro staff will post meeting agendas and backup materials for Board members and the public to view no later than seven (7) calendar days before the committee meeting.

The OPS Committee shall take up and consider any other items as directed by the Chairperson of the Board.

---

Board of Directors

Item #: AI-2023-1009

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Reeder Distributors, Inc. for a Steam Bay Bus Lift in an amount not to exceed \$211,350.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

Strategic Goal Alignment:

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

Strategic Objectives:

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The current Steam Bay Bus Lift has reached the end of its useful life and replacing it ensures the facilities are kept in a state of good repair.

**BUSINESS CASE:** The Steam Bay Bus Lift is a piece of heavy equipment used to thoroughly clean the engine and undercarriage of buses as a part of routine maintenance inspection and repair. Replacing the current lift which has reached the end of its useful life, ensures the buses can be properly and efficiently maintained.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** When performing routine preventive maintenance inspection and repair, an important part of the process is to thoroughly clean the engine and undercarriage. The maintenance facility is equipped

with a high-pressure wash steam bay which lifts buses for more efficient cleaning. Executing this contract will replace the bus lift which has reached the end of its useful life.

DBE/SBE PARTICIPATION: No goal is applied against this contract. This CO-OP procurement is for a Steam Bay Bus Lift, which does not include subcontract opportunities.

PROCUREMENT: CapMetro will utilize the BuyBoard cooperative, Contract No. 629-20, held by Reeder Distributors, Inc., for Automotive Parts, Fluids, Maintenance and Equipment, to purchase, deliver, and install a Steam Bay Bus Lift at 2910 East 5<sup>th</sup> Street.

BuyBoard awarded contracts are made available for use by CapMetro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using BuyBoard contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the purchase, delivery, and installation of the Steam Bay Bus Lift was determined to be fair and reasonable by the BuyBoard cooperative during its solicitation and award process.

The pricing provided by Reeder Distributors, Inc. is the best value to CapMetro, considering cost analysis for a Steam Bay Bus Lift using previous purchases data and market rates. The term of the Contract is six (6) months from notice to proceed. The lump sum price is as follows:

DESCRIPTION	LUMP SUM
Purchase, Deliver and Install Steam Bay Bus Lift at 2910 East 5 <sup>th</sup> Street	\$211,350.00

The Contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Facilities Maintenance Operations

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1009**

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Reeder Distributors, Inc. for a Steam Bay Bus Lift in an amount not to exceed \$211,350.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1020

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract modification with Unifirst Corp. for maintenance related uniform rental and cleaning services over a one-year period, in a total amount not to exceed \$212,047.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** CapMetro is committed to being an employer of choice which includes providing maintenance uniforms.

**BUSINESS CASE:** CapMetro is obligated to provide maintenance uniforms under the contracted bus operation and maintenance contract. The rental of uniforms is the fiscally prudent solution to meet that obligation.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** As an employer of choice, CapMetro provides uniforms for vehicle, building, and facility maintenance staff. This rental contract originally included just the supply and weekly cleaning of pants

and shirts for vehicle maintenance staff, but is being expanded to include facilities staff, maintenance managers and oversight staff, the north operations service island staff, as well as the provision of winter jackets and insulated coveralls for those staff who work outdoors, and some miscellaneous supplies such as shop towels and walk-on floor mats. Unlike operators who launder and care for their own uniforms, the nature of heavily soiled maintenance uniform cleaning is better serviced by a professional heavy duty cleaning service. The original contract when awarded was under the financial threshold for seeking board approval but with the expansion of services, this contract modification brings the estimated annual spending to an amount above that threshold. This contract modification will allow for continued uniform rental services for the one-year contract period ending in May 2024, by which time a new contract will be in place to meet the future needs of the maintenance operation.

DBE/SBE PARTICIPATION: This modification request to the contract to extend current services being provided does not include subcontract opportunities, and the current contract has no goal applied.

PROCUREMENT: A contract was awarded to Unifirst Corporation via BuyBoard Contract No. 607-22, for Rental and Laundering Services of Uniforms, Mats, and Shop Towels, on April 4, 2022, in an amount not to exceed \$104,791.40 for the base year. The contract was modified on April 4, 2023, to apply Option year 1 in the amount of \$142,512. The contract was modified a second time on November 22, 2023, for additional uniform and laundering services in the amount of \$6,488.00 for a total option year 1 contract amount of \$149,000. Modification 3 is required for additional employee uniforms and laundering services due to growth of the Authority in an amount of \$63,047.00, for the remaining option year, for a total not to exceed contract amount of \$316,838.40.

The following table summarizes previous contract modification and Unifirst Corporation pricing for Modification 3:

Description	Lump Sum Amount
Awarded Contract Amount - Base Year	\$104,791.40
Modification-1 - Option Year	\$142,512.00
Modification-2 - Additional Uniforms and Services	\$6,488.00
<b>Modification-3 - New Employee Uniforms and Services</b>	<b>\$63,047.00</b>
Option Year 1 Total Including Modification 3	\$212,047.00
<b>Grand Total Not to Exceed Including Modification 3</b>	<b>\$316,838.40</b>

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1020**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to be an employer of choice by providing uniform rental and cleaning services to maintenance employees.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to execute a contract modification with Unifirst Corp. for maintenance related uniform rental and cleaning services over a one-year period, in a total amount not to exceed \$212,047.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1021

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Zonar System, Inc. to purchase subscription services for Electronic Driver Vehicle Inspection Records Services over a five-year period in a total amount not to exceed \$803,623.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Zonar system provides a fast and efficient method to for drivers to perform driver vehicle inspections and to report any issues to maintenance quickly and automatically, ensuring vehicles are safe to operate.

**BUSINESS CASE:** The Zonar system is currently in use on the bus fleet, but the subscription will expire at the end of the year. This contract will allow the uninterrupted continued use of the system.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** The Zonar System provides an easy, fast, and efficient way for drivers to perform

federally required pre-trip and post-trip driver vehicle inspections. The system consists of a handheld smart scanner that the driver uses to report any issues during their walk around inspections of their assigned vehicle. The system automatically reports issues to maintenance, keeps records of the inspections, and provides analytics to operations to aid in compliance. The Zonar System has been successfully used on the CapMetro bus fleet for the last three years. Executing this contract which consists of a base year, with four one-year options, will ensure continued and uninterrupted services through 2028.

DBE/SBE PARTICIPATION: No goal is being placed on this contract. The procurement is to extend a subscription service currently provided by Zonar System, which does not include subcontract opportunities.

PROCUREMENT: The contract will utilize the Texas Interlocal Purchasing System (TIPS) Contract No. 230105, held by Zonar System Inc. for Technology Solutions Products and Services, to provide CapMetro with Electronic Driver Vehicle Inspection Records Services.

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

Purchases made using TIPS contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the Electronic Driver Vehicle Inspection Records Services subscription was determined to be fair & reasonable by TIPS's organization during its solicitation and award process.

The following is Zonar System Inc. contract pricing for the Electronic Driver Vehicle Inspection Records Services subscription, for one (1) base year and four (4), 1-year options:

ITEM	DESCRIPTION	LUMP SUM
1	Base Year: Electronic Driver Vehicle Inspection Records Software Subscription	\$160,724.52
2	Option Year 1: Electronic Driver Vehicle Inspection Records Software Subscription	\$160,724.52
3	Option Year 2: Electronic Driver Vehicle Inspection Records Software Subscription	\$160,724.52
4	Option Year 3: Electronic Driver Vehicle Inspection Records Software Subscription	\$160,724.52
5	Option Year 4: Electronic Driver Vehicle Inspection Records Software Subscription	\$160,724.52
6	<b>Grand Total (Items 1 through 5 inclusive)</b>	<b>\$803,622.60</b>

The Contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1021**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to maintain a safe operating fleet.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Zonar System, Inc. to purchase subscription services for Electronic Driver Vehicle Inspection Records Services over a five-year period in a total amount not to exceed \$803,623.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1022

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts with Lytx, Inc. to purchase subscription services for DriveCam Event Recorders over a three-year period in a total amount not to exceed \$552,960.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Lytx System detects potentially unsafe driving behavior and through incident alerts and operator counselling, is used to improve operator safety, making the bus system safer.

**BUSINESS CASE:** The Lytx system is currently in use on the bus fleet, but the subscription will expire at the end of the year. This contract will allow the uninterrupted continued use of the system.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** The Lytx DriveCam Event Recorder is an inertia-based camera system which detects

and reports potentially unsafe operator behavior. These incident reports are used to train and improve operator driving habits, improving the overall safety of the bus fleet. The Lytx System has been successfully used on the CapMetro bus fleet for the last ten years. Executing this contract which consists of a base year, with two one-year options, will ensure continued and uninterrupted services through 2026.

DBE/SBE PARTICIPATION: No goal is placed on this contract. This procurement is extending a subscription service currently being provided by Lytx, which does not include subcontract opportunities.

PROCUREMENT: CapMetro will utilize Sourcwell Contract No. 020221-DCI, held by Lytx, Inc., for Fleet Management Technologies with Related Software Solutions, to provide CapMetro with the DriveCam Event Recorders Software Subscription.

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

Purchases made using Sourcwell contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the DriveCam Event Recorders Software Subscription was determined to be fair & reasonable by the Sourcwell organization during its solicitation and award process.

The following is Lytx, Inc. contract pricing for the DriveCam Event Recorders Software Subscription, for one (1) base year and two (2), 1-year options:

ITEM	DESCRIPTION	LUMP SUM
1	Year 1: DriveCam Event Recorders Software Subscription	\$184,320.00
2	Year 2: DriveCam Event Recorders Software Subscription	\$184,320.00
3	Year 3: DriveCam Event Recorders Software Subscription	\$184,320.00
4	<b>Grand Total (Items 1 through 3 inclusive)</b>	<b>\$552,960.00</b>

The Contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1022**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to maintain a safe operating fleet.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors vthat the President & CEO, or her designee, is authorized to finalize and execute a contract with Lytx, Inc. to purchase subscription services for DriveCam Event Recorders over a three-year period in a total amount not to exceed \$552,960.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1023

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to execute an emergency purchase order to Cap-A-Bus Inc. to purchase services for bus accident repair and painting over a period of six months in a total amount not to exceed \$400,000.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The repair of bus accidents and bus painting is a part of maintaining the fleet in a state good repair.

**BUSINESS CASE:** Due to a continued shortage of body shop repair technicians, some body work must be contracted to a third-party. This emergency purchase order will fulfill the needs of the authority while a formal procurement is completed.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** Vehicle accident repair and painting is a necessary part of fleet maintenance. The



demand for repair work however, exceeds the maintenance shop capacity and a third party contractor is needed to keep the fleet in a state of good repair. In spite of continued recruiting efforts the body shop is currently understaffed by five of seventeen body technician positions. This purchase order will allow for the continued repair of maintenance of the fleet while pursuing a competitive procurement for a longer-term contract, expected to be in place no later than June of 2024. The vendor, Cap-A-Bus Inc., was selected because of their long and proven history working on CapMetro vehicles. CapMetro will continue our recruiting efforts to fill these vacant staff positions.

DBE/SBE PARTICIPATION: No goal is being applied against this contract for bus accident repair and painting. This is a labor contract that does not include subcontract opportunities. CapMetro is contracting with Cap-A-Bus Inc. under an emergency purchase agreement until the solicitation for bus accident repair and painting services is issued, which is estimated to be solicited in January 2024.

PROCUREMENT: Approval of an Emergency Procurement is being requested to issue Cap-A-Bus Inc. a purchase order for bus accident repairs and painting, for a period of six months to allow the Authority time to issue a formal solicitation and make an award for these services. This request is in accordance with CapMetro's acquisition policy for Emergency Purchases.

Cap-A-Bus Inc. has a long and strong history working on CapMetro vehicles. They are the only vendor in the Austin area who has consistently provided quality and timely bus accident repairs. Their pricing rates for repairs are determined to be fair and reasonable by the Authority based on a market analysis of similar services. The purchase order is a fixed price contract in the not to exceed amount of \$400,000.00, for a period of six (6) months.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1023**

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to execute an emergency purchase order to Cap-A-Bus Inc. to purchase services for bus accident repair and painting over a period of six months in a total amount not to exceed \$400,000.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1024

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to execute an emergency purchase order to JobSite Diesel for services of bus fleet scheduled and ad hoc repair services over a period of six months in a total amount not to exceed \$1,000,000.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The routine preventive maintenance and ad hoc repairs of vehicle breakdowns is a part of maintaining the fleet in a state good repair.

**BUSINESS CASE:** Due to a continued shortage of body shop repair technicians, some fleet maintenance must be contracted to a third-party. This emergency purchase order will fulfill the needs of the authority while a formal procurement is completed.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** Routine preventive maintenance and ad hoc repair of vehicle breakdowns is a

necessary part of fleet maintenance. However, the demand for this type of work currently exceeds the maintenance shop capacity and a third-party contractor is needed to keep the fleet in a state of good repair. In spite of continued recruiting efforts the maintenance shop is currently understaffed by 17 of 119 Running Repair positions. This purchase order will allow for the repair and maintenance of the fleet while pursuing a competitive procurement for a longer-term contract, expected to be in place no later than June of 2024. The vendor, JobSite Diesel, was selected because of their long and proven history working on CapMetro vehicles. CapMetro will continue our recruiting efforts to fill these vacant staff positions, with the goal of returning most if not all work in house.

**DBE/SBE PARTICIPATION:** No goal is being applied against this contract for repair and maintenance. This is a labor contract that does not include subcontract opportunities. CapMetro is contracting with JobSite Diesel under an emergency purchase agreement until the solicitation for repair and maintenance is issued, which is estimated to be solicited in January 2024.

**PROCUREMENT:** Approval of an Emergency Procurement is being requested to issue JobSite Diesel a purchase order for bus fleet scheduled maintenance services and ad hoc repair services, for a period of six months to allow the Authority time to issue a formal solicitation and make an award for these services. This request is in accordance with CapMetro's acquisition policy for Emergency Purchases.

JobSite has a long and strong history working on CapMetro vehicles. They are the only vendor in the Austin area who has consistently provided quality and timely bus maintenance and as needed repairs. Their pricing rates for maintenance and repair services are determined to be fair and reasonable by the Authority based on a market analysis of similar services. The purchase order is a fixed price contract in the not to exceed amount of \$1,000,000.00, for a period of six (6) months.

**RESPONSIBLE DEPARTMENT:** Bus Operations and Maintenance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1024**

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to execute an emergency purchase order to JobSite Diesel for services of bus fleet scheduled and ad hoc repair services over a period of six months in a total amount not to exceed \$1,000,000.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1033

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an extension of the existing lease with CapMetro’s uniform vendor, CFJ Manufacturing, LP (CFJ), for approximately 1,027.5 rentable square feet within CapMetro’s administrative offices at 624 N. Pleasant Valley Road, Austin, Texas 78702 for a base period of twelve (12) months, for a total amount of \$33,908 paid to CapMetro.

**FISCAL IMPACT:**

This item is revenue generating. Please refer to executive summary for clarification.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** CapMetro takes pride in creating value and convenience for its employees allowing CFJ to continue occupying the existing space within Cap Metro’s administrative building. This will allow a continuous safe and convenient onsite uniform store for CapMetro employees. This collaboration demonstrates CapMetro’s commitment to building strong relationships with vendors that desire to do business with CapMetro.

**BUSINESS CASE:** CFJ is CapMetro’s uniform supply vendor, and their contract requires them to operate a uniform store. Their contract to provide uniforms and operate a uniform store has been extended through December 31, 2024. Allowing CFJ to continue leasing out space within the CapMetro Building located at 624 N. Pleasant Valley will promote safety and convenience for CapMetro’s employees and generate rent revenue for

CapMetro. Board authorization is required to extend the existing lease for CFJ to operate an onsite uniform store.

COMMITTEE RECOMMENDATION: This item will be presented and recommended for approval at the Operations, Planning and Safety Committee meeting on December 4, 2023.

EXECUTIVE SUMMARY: CFJ's contract requires the vendor to operate a uniform store. CapMetro has 1,027.5 square feet of space within 624 N. Pleasant Valley that the Authority is willing to make available for lease, and a lease to CFJ would allow CapMetro employees the convenience of shopping and ordering uniforms in a safe environment within proximity of CapMetro's East Austin Bus Facility. In August 2023, the Board authorized a lease to CFJ through December 31, 2023, which aligned with the expiration of CFJ's current contract. CFJ agreed to pay CapMetro \$2.75 per square foot per month for the space, in addition to the benefits provided to CapMetro by locating the store in such close proximity to the Bus Facility. This equates to a rental rate of \$33.00 per square foot annually. CFJ's contract to provide uniforms has been extended for 12 months, through December 2024, and the parties seek to similarly extend the lease for 12 months, on the same terms, for a total amount paid to CapMetro of \$33,907.56.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance Oversight

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1033**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management seek to provide high-quality, low-cost transportation services to CapMetro customers by continually identifying ways to improve efficiency and cut administrative costs; and

WHEREAS, CapMetro’s contract with CFJ Manufacturing, LP for uniform supply requires the vendor to provide a storefront for CapMetro employees to purchase uniforms; and

WHEREAS, CapMetro’s contract with CFJ Manufacturing, LP has been extended to December 31, 2024; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to extend the existing CFJ Lease currently located at 624 N. Pleasant Valley; and

WHEREAS, state law requires Capital Metropolitan Transportation Authority Board of Directors authorization to lease out CapMetro property for private use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a building lease extension with CFJ Manufacturing, LP (CFJ), for approximately 1,027.5 rentable square feet within CapMetro’s administrative offices at 624 N. Pleasant Valley Road, Austin, Texas 78702 for a base period of twelve (12) months, for a total amount of \$33,908 paid to CapMetro.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



---

Board of Directors

Item #: AI-2023-1035

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies to purchase and install two cameras on each of the 88 new CapMetro Pleasant Valley and Expo Center Rapid stations for a one-year period, in an amount not to exceed \$383,286.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** Equipping the CapMetro Rapid Stations with video cameras enhances the safety and security of the stations for CapMetro customers and employees, and serves as a deterrent to criminal activity. The project focuses on promoting a safe customer experience and organizational effectiveness in alignment with the CapMetro strategic plan. Maintaining video cameras at the Rapid Stations demonstrates to customers and employees that CapMetro is deploying the resources necessary to mitigate risk and continually improve safety and security. Video cameras add business value by providing real time and recorded information that allows CapMetro to make critical decisions to positively impact operations. This information helps the CapMetro Operations Control Center and Public Safety Department make effective decisions that improve service efficiency and customer experience. This project also aligns with the objectives of maintaining a culture of safety and adhering to a state of good repair.

**BUSINESS CASE:** The CapMetro Operations Control Center, and Public Safety Dispatchers rely heavily on video cameras at the Rapid Stations to monitor and adjust operations, perform security camera sweeps throughout the day, and research incidents using recorded video. The cameras also serve as a deterrent to criminal activity because they are clearly visible and provide thorough coverage of the Stations.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 4, 2023.

**EXECUTIVE SUMMARY:** CapMetro serves thousands of customers daily who use our Rapid Bus Service. The timely operation of the CapMetro system, and safety and security of our customers and employees is a priority. These cameras provide our Operations Control Center with critical real-time information to maintain efficient operations. It is also our responsibility to mitigate all security vulnerabilities as much as practical by using real time and recorded video. The scope of this project is to install two cameras at each of the 88 new PV and Expo CapMetro Rapid Stations.

**DBE/SBE PARTICIPATION:** DEI assigned a 3.5% DBE goal. Convergent Technologies is committing to 20% DBE participation for the term of this contract. DEI will monitor compliance and participation of DBEs.

**PROCUREMENT:** CapMetro will utilize the General Service Administration (GSA), Multiple Award Schedule Contract No. GS-07F-0251W, held by Convergent Technologies, Inc., for Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response, to purchase, deliver, and install Cameras at PV and Expo CapMetro Rapid Stations.

GSA Multiple Award Schedule contracts are made available for use by CapMetro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using GSA Multiple Award Schedule contracts satisfy otherwise applicable competitive bidding requirements.

Pricing to purchase, deliver, and install Cameras at PV and Expo CapMetro Rapid Stations was determined to be fair and reasonable by the GSA during its solicitation and award process. Additionally, the pricing provided by Convergent Technologies, Inc. is the best value to CapMetro, considering cost analysis using previous purchase data and current market rates. The term of the Contract is from notice to proceed through December 31, 2024. The lump sum price is as follows:

DESCRIPTION	LUMP SUM
Purchase, Deliver and Install Cameras at PV and Expo MetroRapid Stations	\$383,286.00

The Contract is a fixed price contract.

**RESPONSIBLE DEPARTMENT:** Public Safety and Emergency Management

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1035**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to ensure the timely operation of the transit system, while ensuring the safety and security of employees and customers; and WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to install two cameras at each of the 88 PV and Expo CapMetro Rapid Stations to support operations and ensure safety and security.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies to purchase and install two cameras at each of the 88 PV and Expo CapMetro Rapid Stations for a one-year period not to exceed \$383,286.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

---

Board of Directors

Item #: AI-2023-1019

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution adopting amendments to CapMetro’s Fare Policy and Fare Structure to provide a no-cost, two-year transit pass for eligible unhoused or housing insecure customers for use on CapMetro local and Rapid bus, Pickup by CapMetro, and CapMetro Access services, approving the related Title VI Fare Equity Analysis, and authorizing the President & CEO, or her designee, to implement the fare change.

**FISCAL IMPACT:**

Refer to executive summary for clarification.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** An affordable, reliable transit pass for our unhoused and housing insecure community supports the development of future customers, increases ridership, and provides convenient and accessible transit options for the unhoused and housing insecure community. This new fare pass was developed in response to clear communication from customers and community members regarding the need to reduce barriers for people to access transit, to increase economic mobility, stability, and more.

**BUSINESS CASE:** This new fare type is proposed to be offered on a permanent basis by CapMetro to qualified individuals who may not otherwise participate in CapMetro’s existing fare structure. The pass has specific qualifications and requirements, as well as reporting and data collection opportunities that set CapMetro up for a higher chance of receiving grant funding to support this work.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on December 18, 2023.

EXECUTIVE SUMMARY: In 2022, CapMetro Board and staff, The Transit Empowerment Fund (TEF) Board and staff, community members, and numerous local social service providers identified challenges to the existing TEF program framework that created burdens for social service providers and unintentionally restricted access to CapMetro's system for those who need it most. In an effort to increase mobility options for those who experience housing insecurity or homelessness, CapMetro has developed a new transit pass for unhoused community members who are registered and receiving services as part of the Homeless Management Information Systems (HMIS). The HMIS ties service providers with community members experiencing some form of housing insecurity or homelessness. This fare was developed after a year-long comprehensive and coordinated community engagement effort to ensure the solution met the needs of the unhoused as well as partner agencies that would be helping distribute the pass.

CapMetro launched a six-month pilot project offering a no-cost, two-year transit pass for use on all CapMetro local and Rapid bus, Pickup by CapMetro, and CapMetro Access services, to eligible customers who are (i) unhoused or experiencing housing insecurity within the CapMetro service area, and registered in the Homelessness Information Management System (HMIS). The six-month pilot of the transit pass has been a great success and has received many requests from the community to continue offering the fully-subsidized pass to eligible unhoused or housing insecure customers. If approved by the Board, CapMetro staff will present an update on implementation in June 2024, including volume of customers engaged, community partners involved, and more.

In accordance with Title VI of the Civil Rights Act of 1964, FTA Title VI Circular 4702.1B, and CapMetro policy, a Title VI Equity Analysis has been performed for the proposed fare change to assess whether the implementation of a no-cost, two-year transit pass for eligible unhoused and housing insecure customers has a disparate impact on minority populations or a disproportionate burden on low-income individuals. The analysis concludes this fare change does not have a disparate impact on minority populations or a disproportionate burden on low-income individuals. On the contrary, the proposed fare change is expected to benefit minority customers to a greater degree than non-minority customers and is expected to benefit low-income customers to a greater degree than non-low-income customers.

This proposed fare change aligns with the goal and objectives set forth in CapMetro's Fare Policy. The goal of the Fare Policy is to support CapMetro's overall strategic mission to provide quality public transportation choices for our community that meet the needs of our growing region. Specific objectives of the Fare Policy that are served by this proposed fare change are (1) establish equitable fares, and (2) enhance mobility and access.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive Department

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1019**

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

WHEREAS, the CapMetro Board of Directors endeavors to accomplish the objectives of the Board-adopted Fare Policy; and

WHEREAS, the CapMetro Board of Directors desires to provide an affordable, reliable transit pass for the unhoused and housing insecure community to support the development of future customers, increase ridership, and provide convenient and accessible transit options for the unhoused and housing insecure community within the CapMetro service area.

WHEREAS, the CapMetro Board of Directors has sought input from the public at a public hearing as required by the Fare Policy; and

WHEREAS, CapMetro has conducted a Fare Equity Analysis for the proposed fare change as is required by FTA Title VI Circular 4702.1B and finds no disparate impact or disproportionate burden on minority and low-income populations.

NOW, THEREFORE, BE IT RESOLVED that the CapMetro Board of Directors approves the Title VI Fare Equity Analysis finding that the proposed fare change has no disparate impact on minority populations and no disproportionate burden on low-income populations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the CapMetro Board of Directors hereby adopts amendments to CapMetro's Fare Policy and Fare Structure in the form attached hereto, to provide a no-cost,

two-year transit pass for eligible unhoused or housing insecure customers for use on use on CapMetro local and Rapid bus, Pickup by CapMetro, and CapMetro Access services, and authorizes the President & CEO, or her designee, to implement the fare change.

---

**Secretary of the Board**  
**Becki Ross**

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



# CapMetro

## Public Hearing: Transit Pass for Unhoused Community (Fare Structure Change)



December 18, 2023

# Transit Pass for Unhoused Community Overview

## Background

---

- CapMetro is collaborating with local service providers to offer a pass that benefits our community at no cost to riders
- Eligible on our local services: CapMetro bus, CapMetro Rapid, Pickup by CapMetro and CapMetro Access (for eligible customers)

## Customer Eligibility\*

---

- Currently experiencing homelessness or housing insecurity within the CapMetro Service Area
- Registered in the Homeless Management Information System (HMIS)
- Seeking or receiving social services from HMIS participating providers

*\*customer must meet all above criteria*

## Provider Eligibility\*\*

---

- Registered, trained and resourced to manage HMIS for client services
- Signed MOU with CapMetro
- Distribute smart cards directly to customers registered in HMIS
- Maintain inventory and distribution systems of smart cards for clients

*\*\* providers must meet all above criteria*

# Timeline

---

Aug 2022

Due to extreme heat, local service providers advocate for access improvements

---

Sept 2022

Unhoused Workgroup forms with external partners

---

Nov 2022 – Oct 2023

Emergency Allotment through Texas Empowerment Fund (TEF)

---

June 5 – July 31, 2023

Pilot begins with 7 service providers

---

Oct 2023

Transit Pass for Unhoused Community expands enrollment to 23 providers

---

Aug – Dec 2023

Title VI Analysis and Public Hearing

# Title VI Report

- Per FTA Circular 4702.1B and CapMetro's Fare Policy, we are required to complete a Title VI Fare Equity Analysis and hold a public hearing for any fare structure change.
- The Fare Equity Analysis ensures FTA-assisted benefits and related services are made available and equitably distributed regardless of race, color, or national origin.
- Based on the FTA Circular 4702.1B and the CapMetro Title VI Policies, CapMetro shall—
  1. Determine the number and percent of users of each fare media being changed;
  2. Review fares before the change and after the change;
  3. Compare the differences for each particular fare media between minority users and overall users; and
  4. Compare the differences between low-income and overall users for each particular fare media.

# Title VI Report Summary of Findings

- **No Disparate Impact or Disproportionate Burden:**
  - The Average Fare Analysis revealed the proposed fare change does not have a disparate impact on minority populations or a disproportionate burden on low-income populations.
  - Systemwide, the disparity in impact between minority and non-minority customers was less than 0.2%, and between low-income and non-low-income customers, it was 0.8%. Both differences fall well within the established 2% policy threshold.
- **Greater Benefits for Minority and Low-Income Customers:**
  - The anticipated fare changes are projected to offer greater benefits to minority customers compared to non-minority customers, and similarly, more advantages to low-income customers than to their non-low-income counterparts. Based on the insights from the Average Fare Analysis, no additional mitigations are deemed necessary to move forward with the implementation of the proposed fare adjustments.

# Community Engagement Summary



9 Enrollment Fairs



12 Trainings



23 Enrolled Service Providers



26 Interested Service Providers



45 Service Provider Check-Ins

# Summary of Pass Distribution

---

18,100 cards distributed to Service Providers

---

5,252 cards issued to customers

---

4,318 cards in use

---

101,415 total rides

---

# Next Steps

TODAY



PUBLIC HEARING



BOARD AUTHORIZATION OF  
FARE STRUCTURE CHANGE



BOARD PROGRESS REPORT  
IN JUNE 2024



CapMetro

Thank you!

---

**Capital Metropolitan Transportation Authority (CapMetro) Fare Policy**  
**Approved by the CapMetro Board of Directors on July 25, 2022**

**1. PURPOSE**

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

**2. SCOPE**

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

**3. GOAL**

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

**4. OBJECTIVES**

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

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

minimize or mitigate such effects.

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

fares by paying customers as a fraction of the total operating expenses is the fare recovery ratio. Generally, the fare recovery ratio is influenced by three main factors:

- a. **Fare levels:** The fare levels or structure influence the average fare collected per passenger and the overall fare revenue collected. By increasing fares or reducing the discounts set for fare categories, fare revenue can be increased. Similarly, fare reductions will result in a net loss of revenues. Changes in the fare structure also impact riders, with increased fares generally reducing ridership and reduced fares generally increasing ridership. Fare adjustments should be made with consideration to transit customers affected.
- b. **Productivity:** The productivity of transit service is measured in terms of ridership per mile or hour of service. CapMetro attempts to balance route productivity with service policies aimed at developing new markets, serving remote areas, and accommodating disadvantaged populations. Decisions regarding route productivity should be made with consideration to social needs of the community and the transit customers affected.
- c. **Efficiency:** Operating costs are partly within control CapMetro and partly a result of prevailing economic conditions. Cost efficiencies are achieved through careful budgeting, monitoring, and controlling expenditures and can be measured by operating costs per hour.

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

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

## 5. FARE CHANGE PROCESS

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

- A. Recommendations for changing fares or fare structure will be developed by Capital Metro staff in keeping with this policy.
- B. Any proposed change in fares or fare structure will include a fare equity analysis of the impact of the change on low-income and minority populations as required by Title VI of the Civil Rights Act, as amended, FTA C4702.1A and submitted to FTA for review and comment.

- C. In addition to the fare equity analysis, CapMetro will complete an operations and ridership analysis to evaluate the overall cost of operating service and levels of ridership.
  - D. Per CapMetro’s enabling statute, Transportation Code Section 451.061(d-1), any change in the “Base Fare” defined as the single-ride, local bus, adult cash fare, is subject to the review by the Capital Area Metropolitan Planning Organization (CAMPO). CapMetro may not implement a change to its base fare for a minimum of 60 days following approval by the CapMetro Board, and may not implement a Base Fare change if CAMPO rejects the proposed change by a majority vote of the CAMPO Board.
  - E. A public hearing is required for any change to fares or fare structure, with a minimum 21-calendar day notice prior to such hearing.
  - F. All fare or fare structure changes must be approved by the CapMetro Board.
  - G. Once a fare change is approved by the Board, appropriate ads notifying the public of the change should be placed with local media outlets and on the CapMetro website at least thirty (30) days prior to the effective date of the fare change. The notice will be posted in English as well as any non-English languages as determined by CapMetro’s language assistance plan. In addition, notices will be placed on all revenue vehicles and at major transit centers. CapMetro may also notify customers through press releases or on its social media.
  - H. Generally, fare or fare structure changes will become effective in conjunction with service changes in January or August.
- ◆ Multiple-year planned fare changes including the current year and up to two (2) future increases may be approved, provided the public is notified and has an opportunity to comment. The timing and magnitude of subsequent changes will not be binding if economic conditions change. Deviations to approved future fare or fare structure changes, including accelerating the timing for implementation, will require a new Title VI fare equity analysis, public outreach process, including public hearing(s) and CAMPO review, as applicable.

## 6. FARE POLICY REVIEW

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

---

**Capital Metropolitan Transportation Authority (CapMetro) Fare Policy**  
**Approved by the CapMetro Board of Directors on July 25, 2022**

**1. PURPOSE**

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

**2. SCOPE**

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

**3. GOAL**

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

**4. OBJECTIVES**

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

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

minimize or mitigate such effects.

- b. Agency Discounted Pass Program: CapMetro will provide discounted passes to qualifying non-profit, not-for-profit and governmental agencies that assist low-income persons and families. Qualifying agencies may provide passes purchased under this program to agency clients at no more than the discounted price. The Board may establish the discount (currently 50%) provided to agencies under this program when approving CapMetro's annual operating budget. The Board may establish limits for the Discounted Pass Program, by establishing a monthly allotment system based on: (i) the number of clients served by an agency; ii) the agency's annual budget; and/or (iii) a maximum amount any agency may purchase in any given month.
- c. Basic Transportation Needs Fund: CapMetro may establish a charitable fund to assist persons and families who cannot afford the established transit fares. Such a fund can be created and maintained in partnership with social services providers and community-based organizations.
- ~~e~~.d. Transit Pass for the Unhoused Community: CapMetro may establish a program that offers transit passes at no cost to individuals experiencing homelessness if those individuals are receiving services from social service providers participating in Travis County HMIS (Homeless Management Information System).
- ~~d~~.e. Equifare Program: CapMetro may establish a program that offers discounted fares for low income-eligible customers.
- ~~e~~.f. Fare Capping: CapMetro may establish a fare capping structure to increase the affordability of fares by capping the amount that a customer pays on a daily or monthly basis at the equivalent day or month pass price.

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

B. **Financial Objectives**: The Board and staff will consider the financial impact a fare or fare structure change has on the long-term sustainability of CapMetro within the scope of the following financial objectives:

- i. **Support predictable fare revenue stream**: Because fare revenue is a critical component of CapMetro's operating budget, any fare or fare structure change should ensure the total fare revenue stream is maintained at an appropriate level to meet Capital Metro's immediate and long-term financial requirements within changing economic conditions.
- ii. **Provide sufficient fare revenues to meet statutory obligations**: As required by CapMetro's enabling statute, Transportation Code Section 451.061(a), any fare or fare structure change must produce sufficient fare revenues, together with tax revenue to: (1) pay all the expenses necessary to operate and maintain the system; (2) pay when due all principal of and interest on, and sinking fund and reserve fund payments agreed to be made with respect to, all bonds that are issued by CapMetro; and (3) fulfill the

---

terms of any other agreement with bond holders.

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

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

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

## 5. FARE CHANGE PROCESS

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

- A. Recommendations for changing fares or fare structure will be developed by Capital Metro staff in keeping with this policy.
- B. Any proposed change in fares or fare structure will include a fare equity analysis of the impact of the change on low-income and minority populations as required by Title VI of the Civil Rights Act, as amended, FTA C4702.1A and submitted to FTA for review and comment.



- C. In addition to the fare equity analysis, CapMetro will complete an operations and ridership analysis to evaluate the overall cost of operating service and levels of ridership.
  - D. Per CapMetro’s enabling statute, Transportation Code Section 451.061(d-1), any change in the “Base Fare” defined as the single-ride, local bus, adult cash fare, is subject to the review by the Capital Area Metropolitan Planning Organization (CAMPO). CapMetro may not implement a change to its base fare for a minimum of 60 days following approval by the CapMetro Board, and may not implement a Base Fare change if CAMPO rejects the proposed change by a majority vote of the CAMPO Board.
  - E. A public hearing is required for any change to fares or fare structure, with a minimum 21-calendar day notice prior to such hearing.
  - F. All fare or fare structure changes must be approved by the CapMetro Board.
  - G. Once a fare change is approved by the Board, appropriate ads notifying the public of the change should be placed with local media outlets and on the CapMetro website at least thirty (30) days prior to the effective date of the fare change. The notice will be posted in English as well as any non-English languages as determined by CapMetro’s language assistance plan. In addition, notices will be placed on all revenue vehicles and at major transit centers. CapMetro may also notify customers through press releases or on its social media.
  - H. Generally, fare or fare structure changes will become effective in conjunction with service changes in January or August.
- ◆ Multiple-year planned fare changes including the current year and up to two (2) future increases may be approved, provided the public is notified and has an opportunity to comment. The timing and magnitude of subsequent changes will not be binding if economic conditions change. Deviations to approved future fare or fare structure changes, including accelerating the timing for implementation, will require a new Title VI fare equity analysis, public outreach process, including public hearing(s) and CAMPO review, as applicable.

## 6. FARE POLICY REVIEW

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

---

**Capital Metropolitan Transportation Authority (CapMetro) Fare Policy**  
**Approved by the CapMetro Board of Directors on July 25, 2022**

**1. PURPOSE**

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

**2. SCOPE**

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

**3. GOAL**

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

**4. OBJECTIVES**

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

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

minimize or mitigate such effects.

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

---

terms of any other agreement with bond holders.

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

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

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

## 5. FARE CHANGE PROCESS

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

- A. Recommendations for changing fares or fare structure will be developed by Capital Metro staff in keeping with this policy.
- B. Any proposed change in fares or fare structure will include a fare equity analysis of the impact of the change on low-income and minority populations as required by Title VI of the Civil Rights Act, as amended, FTA C4702.1A and submitted to FTA for review and comment.

- C. In addition to the fare equity analysis, CapMetro will complete an operations and ridership analysis to evaluate the overall cost of operating service and levels of ridership.
  - D. Per CapMetro’s enabling statute, Transportation Code Section 451.061(d-1), any change in the “Base Fare” defined as the single-ride, local bus, adult cash fare, is subject to the review by the Capital Area Metropolitan Planning Organization (CAMPO). CapMetro may not implement a change to its base fare for a minimum of 60 days following approval by the CapMetro Board, and may not implement a Base Fare change if CAMPO rejects the proposed change by a majority vote of the CAMPO Board.
  - E. A public hearing is required for any change to fares or fare structure, with a minimum 21-calendar day notice prior to such hearing.
  - F. All fare or fare structure changes must be approved by the CapMetro Board.
  - G. Once a fare change is approved by the Board, appropriate ads notifying the public of the change should be placed with local media outlets and on the CapMetro website at least thirty (30) days prior to the effective date of the fare change. The notice will be posted in English as well as any non-English languages as determined by CapMetro’s language assistance plan. In addition, notices will be placed on all revenue vehicles and at major transit centers. CapMetro may also notify customers through press releases or on its social media.
  - H. Generally, fare or fare structure changes will become effective in conjunction with service changes in January or August.
- ◆ Multiple-year planned fare changes including the current year and up to two (2) future increases may be approved, provided the public is notified and has an opportunity to comment. The timing and magnitude of subsequent changes will not be binding if economic conditions change. Deviations to approved future fare or fare structure changes, including accelerating the timing for implementation, will require a new Title VI fare equity analysis, public outreach process, including public hearing(s) and CAMPO review, as applicable.

## 6. FARE POLICY REVIEW

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

# CapMetro Fare Structure

As approved by the CapMetro Board: December 2023



	Standard Fare	Reduced Fare ID Card Program <sup>1</sup>	Equifare Program <sup>2</sup>
<b>Local Fares (All CapMetro Local bus routes, CapMetro Rapid routes, and Pickup by CapMetro)</b>			
Single Ride Pass	\$1.25	\$0.60	\$1.00
Day Pass	\$2.50	\$1.25	\$2.00
7-Day Pass	\$11.25		
31-Day Pass	\$41.25	\$20.60	\$33.00
Pickup	\$1.25	\$0.60	\$1.00
<b>Commuter Fares (All CapMetro Express routes and all CapMetro Rail services)</b>			
Single Ride Pass	\$3.50	\$1.75	\$3.00
Day Pass	\$7.00	\$3.50	\$6.00
7-Day Pass	\$27.50		
31-Day Pass	\$96.25	\$48.10	\$77.00
<b>CapMetro Access (door-to-door, paratransit shared-ride service for registered riders)</b>			
Single Ride Pass	\$1.75		
10-Ride Booklet	\$17.50		
Monthly Pass	\$46.50		
<b>Other Fare Programs</b>			
<p><b>Free Fares Program:</b> Students K-12 with valid student ID ride free on all CapMetro services, and Metro Access riders under 19 years of age ride free on Metro Access. Military and emergency personnel in uniform ride free.</p>			
<p><b>Basic Transportation Needs Fund/Transit Empowerment Fund:</b> A charitable fund established with the purpose of assisting riders who cannot afford the established transit fares. The fund provides low-cost or free fares to eligible riders through a partnership with social services providers and community-based organizations.</p>			
<p><b>Fare Capping Program:</b> Establishes a fare capping structure to increase the affordability of fares by capping the amount that a rider pays on a daily or monthly basis at the equivalent day or month pass price.</p>			
<p><b>Transit Pass for the Unhoused Community:</b> <u>CapMetro may offer transit passes at no cost to individuals experiencing homelessness or housing insecurity if those individuals are receiving services from social service providers participating in Travis County HMIS (Homeless Management Information System).</u></p>			
<p><b>Business-to-Business Program:</b> CapMetro for Business, Higher Education and Government offers bulk purchasing programs that allow organizations to offer employees and students discounted transit passes as follows: up to 35% discount for higher education institutions, up to 30% discount for employees of government agencies, and up to 20% discount for employees of business enterprises.</p>			

<sup>1</sup> CapMetro's Reduced Fare ID Card Program provides half-price local and commuter fares to eligible riders (Seniors (65+), Medicare card holders, active and reserve military ID holders, and riders with disabilities).

<sup>2</sup> CapMetro's Equifare Program provides 20% discounted fare rates for eligible riders that meet income thresholds or participate in social services programs.

# CapMetro Fare Structure

As approved by the CapMetro Board: December 2023



	Standard Fare	Reduced Fare ID Card Program <sup>1</sup>	Equifare Program <sup>2</sup>
<b>Local Fares (All CapMetro Local bus routes, CapMetro Rapid routes, and Pickup by CapMetro)</b>			
Single Ride Pass	\$1.25	\$0.60	\$1.00
Day Pass	\$2.50	\$1.25	\$2.00
7-Day Pass	\$11.25		
31-Day Pass	\$41.25	\$20.60	\$33.00
Pickup	\$1.25	\$0.60	\$1.00
<b>Commuter Fares (All CapMetro Express routes and all CapMetro Rail services)</b>			
Single Ride Pass	\$3.50	\$1.75	\$3.00
Day Pass	\$7.00	\$3.50	\$6.00
7-Day Pass	\$27.50		
31-Day Pass	\$96.25	\$48.10	\$77.00
<b>CapMetro Access (door-to-door, paratransit shared-ride service for registered riders)</b>			
Single Ride Pass	\$1.75		
10-Ride Booklet	\$17.50		
Monthly Pass	\$46.50		
<b>Other Fare Programs</b>			
<p><b>Free Fares Program:</b> Students K-12 with valid student ID ride free on all CapMetro services, and Metro Access riders under 19 years of age ride free on Metro Access. Military and emergency personnel in uniform ride free.</p>			
<p><b>Basic Transportation Needs Fund/Transit Empowerment Fund:</b> A charitable fund established with the purpose of assisting riders who cannot afford the established transit fares. The fund provides low-cost or free fares to eligible riders through a partnership with social services providers and community-based organizations.</p>			
<p><b>Fare Capping Program:</b> Establishes a fare capping structure to increase the affordability of fares by capping the amount that a rider pays on a daily or monthly basis at the equivalent day or month pass price.</p>			
<p><b>Transit Pass for the Unhoused Community:</b> CapMetro may offer transit passes at no cost to individuals experiencing homelessness or housing insecurity if those individuals are receiving services from social service providers participating in Travis County HMIS (Homeless Management Information System).</p>			
<p><b>Business-to-Business Program:</b> CapMetro for Business, Higher Education and Government offers bulk purchasing programs that allow organizations to offer employees and students discounted transit passes as follows: up to 35% discount for higher education institutions, up to 30% discount for employees of government agencies, and up to 20% discount for employees of business enterprises.</p>			

<sup>1</sup> CapMetro's Reduced Fare ID Card Program provides half-price local and commuter fares to eligible riders (Seniors (65+), Medicare card holders, active and reserve military ID holders, and riders with disabilities).

<sup>2</sup> CapMetro's Equifare Program provides 20% discounted fare rates for eligible riders that meet income thresholds or participate in social services programs.

---

Board of Directors

Item #: AI-2023-1018

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a temporary Master License Agreement with the City of Austin for the use of certain portions of CapMetro’s Rail right of way and real property located at 2910 E 5<sup>th</sup> Street, Austin, Texas 78702, for the purpose of constructing, operating, and maintaining the MoKan Trail.

**FISCAL IMPACT:**

Refer to executive summary for clarification.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** CapMetro and the City of Austin regularly partner to deliver mobility and access improvements on behalf of CapMetro customers and the community. This City urban trail connection will enhance mobility and safety in east Austin by filling an existing gap in the urban trail network, and connecting people to places to live, work and play.

**BUSINESS CASE:** Providing temporary access to CapMetro’s Rail right of way and portions of CapMetro’s property located at 2910 East 5<sup>th</sup> Street presently has minimal impact on CapMetro operations and is necessary for the City to fill a gap in its trail network. The Mokan Trail will be constructed and maintained by the City of Austin.



COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on December 4, 2023.

EXECUTIVE SUMMARY: The City of Austin is leveraging recent voter-approved bonds to advance investments in the urban trail network, in alignment with the Austin Strategic Mobility Plan, the City’s comprehensive transportation plan. The Mogan Trail is proposed to connect between Bolm Road (at an existing trail connection) and Pleasant Valley Road, generally following the alignment of CapMetro’s rail right of way.

Between Gonzales Street and Pleasant Valley Road, CapMetro has an opportunity to provide temporary space for the trail on existing CapMetro property, along the back side of our operations facility and yard located at 2910 E 5<sup>th</sup> Street (“2910”). At the eastern edge of the property, CapMetro will allow temporary use of CapMetro rail right of way until the City completes easement processes to provide space for the trail between the edge of 2910 and Gonzales Street. The City will fund the trail construction and maintenance; construction is anticipated to begin in early 2024, assuming authorization of this license agreement.

Presently, the impact to CapMetro for providing this space is minimal. Planning and Capital Projects teams are working with Operations teams to reallocate some employee parking space and storage, ensure enough space for bus movements within the yard and emergency response in the event of an on-site emergency.

This temporary Master License Agreement establishes the process by which the City will apply for separate licenses and permits to perform construction within CapMetro’s rail right of way and in specific areas of CapMetro’s property located at 2910 East 5<sup>th</sup> Street. Staff is seeking Board approval to waive the fees ordinarily associated with CapMetro licenses and permits in this instance.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Projects

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1018**

WHEREAS, the City of Austin is leveraging recent voter-approved bonds to advance investments in the urban trail network, in alignment with the Austin Strategic Mobility Plan, the City’s comprehensive transportation plan; and

WHEREAS, CapMetro has an opportunity to support trail connectivity by partnering with the City to fill a gap in the proposed Mokan Trail alignment by authorizing temporary use of CapMetro property located at 2910 E 5<sup>th</sup> Street; and

WHEREAS, CapMetro customers and staff benefit from trail connectivity via improved connections to transit stops and between CapMetro facilities.

NOW, THEREFORE, BE IT RESOLVED that the CapMetro Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a temporary Master License Agreement with the City of Austin for the use of certain portions of CapMetro’s rail right of way and real property located at 2910 E 5th Street, Austin, Texas 78702, for the purpose of constructing, operating, and maintaining the MoKan Trail.

BE IT FURTHER RESOLVED, that the CapMetro Board authorizes the waiving of appropriate property usage fees or rents for the purposes of providing this Master License Agreement, and related license agreements or permits issued thereunder, to the City for the construction, operation, and maintenance of the Mokan Trail.

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

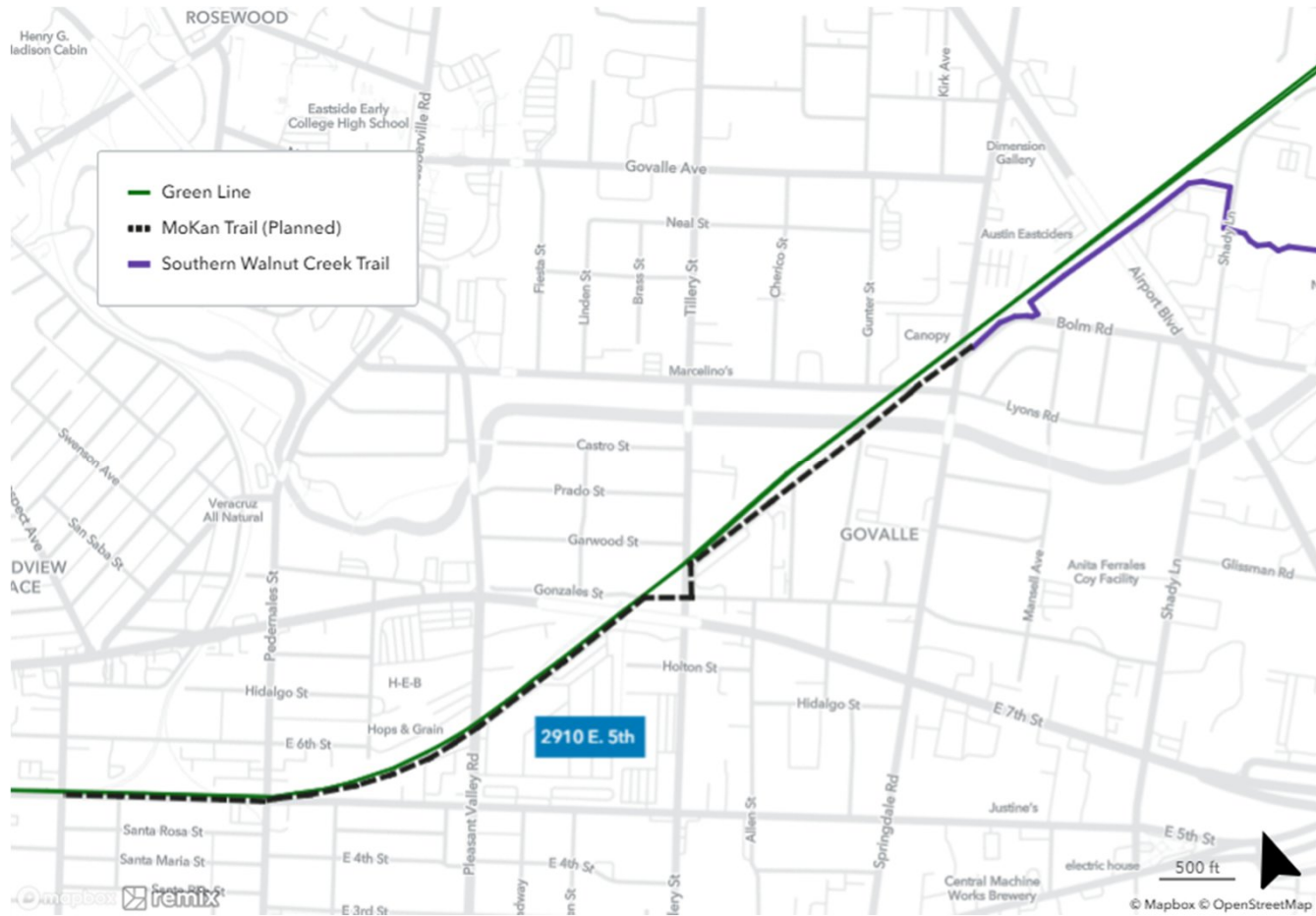
\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

CapMetro

# MoKan Trail License Agreement

December 2023

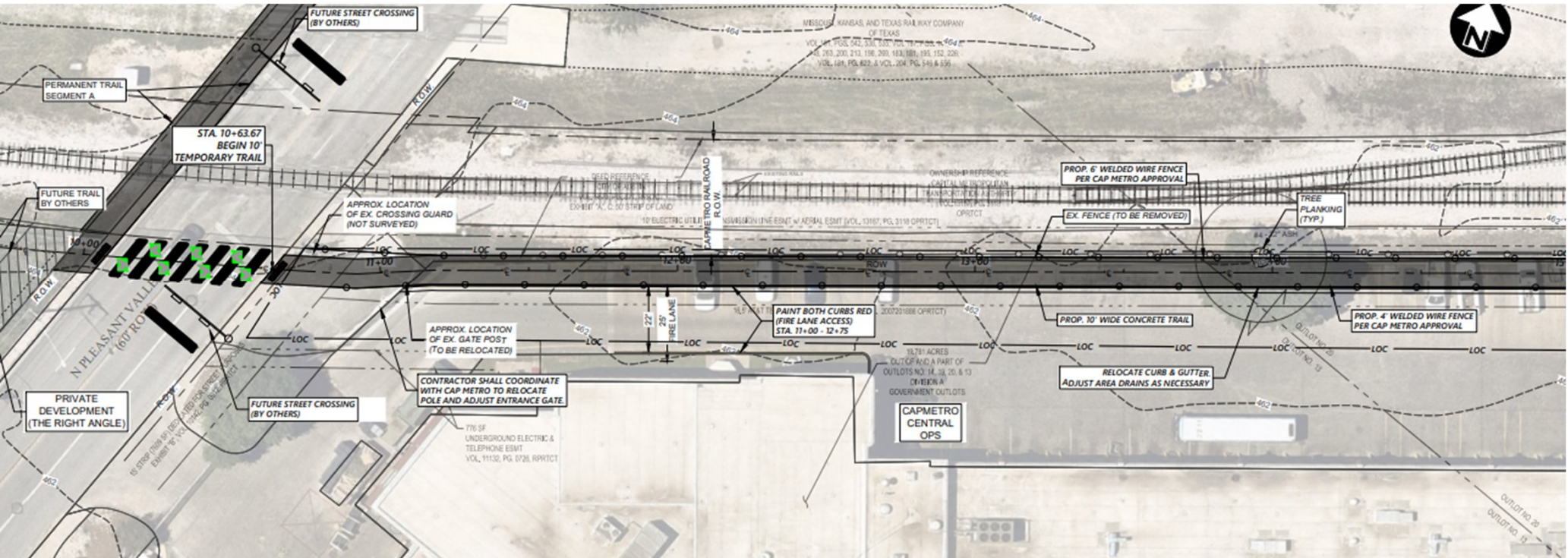
# MoKan Trail Overview



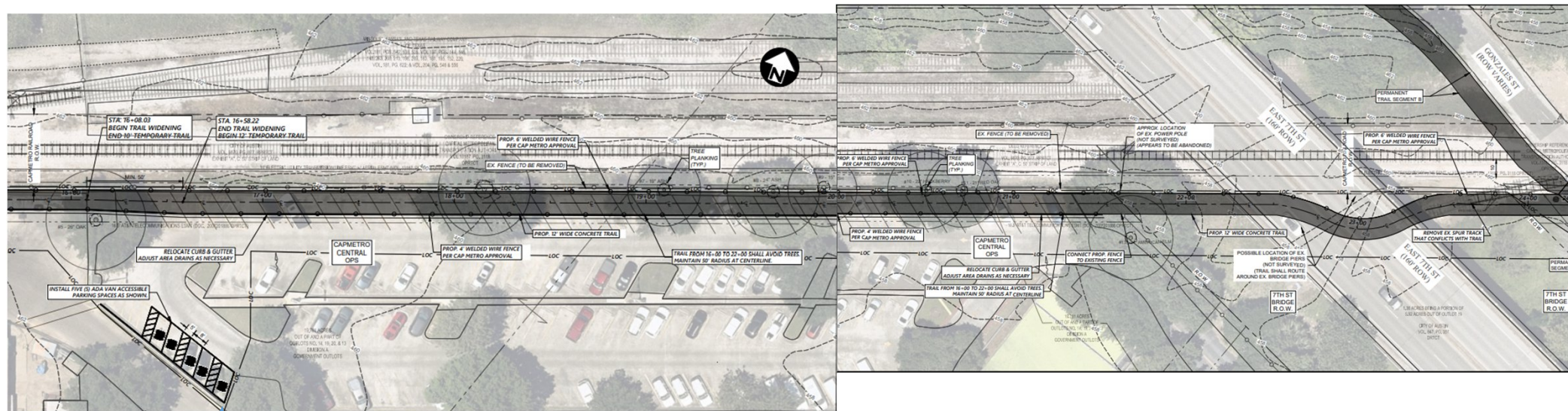
# Library Connection: Phase I (in construction)



# Trail Schematics: Pleasant Valley to 2910



# Trail Schematic: 2910 to Gonzales Street



Relocated  
ADA Parking  
Spaces

## Today's Action

- Authorizes the approval of a Temporary Master License Agreement with the City for the Mokan Trail between approximately Pleasant Valley Road and Springdale
  - Needed now to facilitate trail construction at 2910
  - Will be added to as the project is engineered and designed by the City
  - Will define roles and responsibilities related to construction, maintenance and operations for trail
- Waives usage fees for the agreement due to the transit-supportive nature of the trail and benefit to CapMetro staff and customers



CapMetro

Thank you!

CapMetro

# Photos Along Alignment

Captured Spring 2023

# Pleasant Valley Looking Southwest



## Connection to the Library – looking Northeast



# Proposed location of SUP – looking North



## Approximate location of westbound trail – looking west



# Proposed location of trail looking Northeast



# Proposed location of trail looking southeast





# Existing trail and rail at Guthrie (on Tillery) – looking northeast



# MoKan connection under 7<sup>th</sup> – looking southwest



# Proposed trail connection under 7<sup>th</sup> Street to library – looking southwest



# Proposed trail connection at library – looking southwest



**MASTER LICENSE AGREEMENT**  
(Mokan Trail)

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

**THIS MASTER LICENSE AGREEMENT** (this "Agreement") is made to be effective as of \_\_\_\_\_, 2023, between the **CITY OF AUSTIN, TEXAS**, a Texas home-rule city situated in Travis, Williamson, and Hays Counties ("City"), and the **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a political subdivision of the State of Texas organized and existing under Chapter 451 of the Texas Transportation Code ("CapMetro"), whose address is 2910 E. 5th Street, Austin, Texas 78702, acting through its duly authorized agent, the President and CEO or her designee, who for purposes of this Agreement is the Director of Real Estate and Right-of-Way ("Property Manager") (each a "Party", and collectively, the "Parties"), with reference to the following facts:

(A) CapMetro is the owner of approximately 162 miles of railroad right-of-way, including the track, track support structures, and the real property, in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, as more particularly described in a Deed dated May 20, 1998 and recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas (the "Rail Right-of-Way"). The track, track support structures and the real property are collectively referred to herein as the "Giddings-Llano Line".

(B) CapMetro is also the owner of approximately 4.988 acres located at 2910 East 5<sup>th</sup> Street in Austin, Travis County, Texas, as more particularly described in a Deed dated May 16, 1986, and recorded in Volume 09698, Page 0561 of the Real Property Records of Travis County, Texas (the "Facility Property"). The Facility Property and the Rail Right-of-Way are collectively referred to herein as the "CapMetro Property".

(C) City desires to construct a pedestrian and bicycle trail, along with fencing, lighting, drainage, signage, and other associated improvements (the "Mokan Trail"), across portions of the CapMetro Property, generally as depicted on **Exhibit A** attached hereto (the "Property").

(D) As part of the Project Connect plan approved by voters on November 7, 2020, CapMetro intends to construct mass transit commuter railroad improvements (the "Green Line") within the Rail Right-of-Way, including stations and platforms at various locations within the Property. However, in the interim, CapMetro supports the construction of the Mokan Trail across the Property to connect residents, customers, and CapMetro employees to CapMetro's facilities and transportation system, provided the Mokan Trail does not inhibit or delay the ultimate delivery of the Green Line or any other CapMetro

facility or plans, whether existing today or in the future, related to CapMetro's transportation system.

(E) Due to CapMetro's ownership of the Property; the voter-approved plans of Project Connect; the nature of this project in connecting residents, customers, and employees to CapMetro's facilities and transit system; and CapMetro's obligations with respect to maintenance and safety within its railroad rights-of-way, CapMetro has agreed to provide City with the special arrangement evidenced hereby.

(F) City shall construct the Mokan Trail on the Property in areas of the Property over time (the "Construction") for the benefit of the general public. City shall apply for, and CapMetro intends to grant to City permits (each, a "Permit") to perform the Construction within the Rail Right-of-Way as designated on Exhibit A and in specific areas of the Property to be designated at a later time, as provided herein.

(G) From time to time after the execution of this Agreement, CapMetro intends to grant to City licenses to use and maintain certain Construction improvements within CapMetro's Facility Property as designated on Exhibit A and in specific areas of the Property to be designated at a later time (such property together with the Facility Property, the "Licensed Property"), as provided herein.

(H) The construction of the Mokan Trail will occur over several years. CapMetro and City intend that, during such project, Licensed Property will, from time to time, be minimally revised in accordance this Agreement and the applicable License Agreement(s) (hereinafter defined).

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Permit to Perform Construction.

(a) CapMetro hereby grants a permit to City to perform Construction work within a portion of the Facility Property for the benefit of the public, upon City's compliance, as reasonably determined by CapMetro in its sole discretion, with all procedures and requirements necessary to apply for a construction permit with CapMetro (including submittal of an Application for Permit to be on Railroad Right-of-Way and Real Property), in a form substantially similar to the Permit attached hereto as Exhibit B and by this reference incorporated herein.

(b) Effective upon City's compliance, as reasonably determined by CapMetro in its sole discretion, with all procedures and requirements necessary to apply for a Railroad ROW Permit with CapMetro (including submittal of an Application for Permit to be on Railroad Right-of-Way), for each individual parcel of Rail Right-of-Way, CapMetro will grant a permit to perform the necessary work for

that parcel.

2. Grant of License.

(a) CapMetro hereby grants a license to City to use and maintain a portion of the Facility Property for the benefit of the public, upon City's compliance, as reasonably determined by CapMetro in its sole discretion, with all procedures and requirements necessary to apply for a license agreement with CapMetro (including submittal of an Application for License Agreement), in a form substantially similar to the Trail License Agreement attached hereto as **Exhibit C** and by this reference incorporated herein.

(b) Effective upon (i) City's compliance, as reasonably determined by CapMetro in its sole discretion, with all procedures and requirements necessary to apply for a license agreement with CapMetro (including submittal of an Application for License Agreement), and (ii) City's submission of notice to CapMetro of its acceptance of the contractor's work for that area, for each individual parcel of Licensed Property other than the Facility Property, CapMetro hereby grants a license to use and maintain the Licensed Property, other than the Facility Property, for the benefit of the public. Each Licensed Property other than the Facility Property, and the use to be made of such Licensed Property, will be more particularly described in an applicable License Agreement, each of which shall be in a form substantially similar to the Trail License Agreement.

(c) The licenses granted in (a) and (b) above are collectively called the "License". CapMetro makes these grants solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties, and subject to all present and future matters of record affecting the Licensed Property.

3. Purpose. Each License granted hereby to use the Licensed Property is intended to include, without limitation, the installation, repair, maintenance and removal of improvements as reasonably contemplated in the plans attached hereto as **Exhibit A**, such as stormwater detention facilities, water quality facilities, furniture, art, railings, signs, trash receptacles, trails, pavers, sidewalks, retaining walls, fences, trees, tree wells and grates, landscaping, irrigation systems, light fixtures, fencing, signage, and drains (which must be installed completely underground when it reaches ground level except where another reasonable discharge area is available) (collectively, "Trail Improvements"), as more particularly specified in the applicable License Agreement.

4. Successors and Assigns. This Agreement, until its termination or expiration, will automatically:

(a) inure to the benefit of CapMetro, its successors and/or assigns,

- (b) run with the land (i.e., burden the Licensed Property through any transfers of the Licensed Property), and
  - (c) inure to the benefit of City and its successors and assigns.
- 5. Construction and Maintenance Special Consideration. As special consideration for CapMetro's grant of the nonstandard License, the City shall maintain all (a) Licensed Property (other than the Facility Property) in good condition and repair, and (b) the Mogan Trail, including but not limited to all fencing along the trail, including fencing on or adjacent to the Facility Property, in good condition and repair as a first-class bicycle and pedestrian trail by, without limitation, providing vegetation and trash management and by maintaining operational functionality and structural integrity of the stormwater detention and water quality facilities.
- 6. Limits on License.
  - (a) The existence of this Agreement is expressly subject and subordinate to the present and future right of CapMetro, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any improvement, including but not limited to utility facilities, rights-of-way, sidewalks, driveways, railroad signage, signal boxes, or ballast on, beneath, or above the surface of the Licensed Property ("CapMetro Facilities").
  - (b) The existence of this Agreement is expressly subject and subordinate to the present and future right of CapMetro, its successors, assigns, lessees, and grantees, to construct, install, and establish mass transit or freight rail facilities on, beneath, or above the surface of the Licensed Property ("Mass Transit Facilities").
  - (c) The existence of this Agreement is expressly subject and subordinate to:
    - (i) CapMetro's mass transit rights, obligations, duties, use, plans and operations;
    - (ii) the authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
    - (iii) the regulations and directives of the Federal Railroad Administration;
    - (iv) any rail freight services contract, rail freight operations, and passenger rail operations; and
    - (v) all easement, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line ("Mass Transit Obligations").
  - (d) If CapMetro reasonably determines in its sole discretion that the City's use or uses of the Licensed Property interferes with CapMetro's use of the Licensed Property CapMetro Facilities, Mass Transit Facilities, or Mass Transit Obligations then CapMetro will have the option to terminate the



License, in whole or in part, as to such specific Licensed Property, CapMetro may remove the affected Trail Improvements at the City's sole cost and expense, and City's maintenance obligations as to the specific portion of the Licensed Property will terminate.

7. Conditions.

- (a) Repair or Relocate Existing Facilities. City must pay all costs required to repair damage to any CapMetro Facilities that are damaged or destroyed or are relocated as a result of activities under this Agreement by, or on behalf of, the City.
- (b) Modification of Trail Improvements. No person may materially modify Trail Improvements without the consent of CapMetro, except that CapMetro's consent will not be required in the event the Trail Improvements are wholly or partially destroyed and the City reconstructs such Trail Improvements to substantially the condition which existed immediately prior to such destruction, in accordance with all applicable laws.
- (c) Special Provisions.
  - (i) Any Trail Improvement stormwater runoff must not discharge directly onto a sidewalk area, the Railroad Right-of-Way, or the parking area of the Facility Property, but must discharge directly into the storm drain system, except where another reasonable discharge area is available. Discharging directly to sidewalk area, Facility Property, or the Railroad Right-of-Way is grounds for immediately terminating this Agreement as to the specific Licensed Property. If the Property Manager determines that drain Trail Improvements are not functioning as anticipated or are inadequate, in its reasonable discretion, to drain all the water, City must, at its sole cost, install additional or larger inlets into the storm drain system within 60 days after Property Manager sends notice to City.
  - (ii) Any irrigation system or drain Trail Improvements must be repaired or replaced within 48 hours of the time any damage is discovered by City or CapMetro.
  - (iii) Any paver Trail Improvements must be repaired or replaced within 48 hours of the time any damage is or should have been discovered by City or CapMetro.
- (d) Recording. Neither party shall record this Agreement or any License Agreement in the real property records of Travis County, Texas.
- (e) CapMetro Removal. If the Property Manager deems it is necessary: (i) to exercise CapMetro's rights or duties with respect to the Licensed Property, (ii) to protect

persons or property, or (iii) for the public health or safety with respect to the Licensed Property, CapMetro may enter the Licensed Property and remove the Trail Improvements without giving notice and without incurring any obligation to the City, at the City's sole cost and expense.

8. Insurance. City is self-insured for all third-party liability coverage. As such, City has established a Liability Reserve Fund to pay for claims for which the City is legally liable.
9. Indemnification. The City shall require its contractor(s) to fully indemnify, save, and holds harmless CapMetro, its officers, employees, agents, and licensees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with any acts or omissions by the City (including its contractors, agents, employees, licensees or invitees) concerning the License. City's contractor(s) must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel reasonably satisfactory to Indemnitees' Chief Counsel, and pay all reasonable attorneys' fees and all other reasonable cost and expenses of any kind arising from any aforesaid liability, damage, Loss, claims, demands, or actions.
10. Agreement Term, Termination, and Default.
  - (a) Agreement Term. This Agreement shall remain in full force and effect unless otherwise terminated in accordance with this Agreement.
  - (b) Termination by the City. City may terminate this Agreement as it relates to the Licensed Property (or portion thereof) by delivering written notice of termination to the Property Manager no later than 180 calendar days before the effective date of termination and City, following the request of CapMetro, will remove or decommission all the Trail Improvements from the Licensed Property at its sole cost and expense.
  - (c) Termination by CapMetro. Subject to prior written notification to City at least 180 calendar days prior to the date of termination, this Agreement may be terminated by the Property Manager as to a specific Licensed Property if, as applicable to a Licensed Property:
    - (i) the Trail Improvements, or a portion of them, interfere, as determined by CapMetro in its sole discretion, with CapMetro's rail operations, CapMetro Facilities, or CapMetro's design, installation, or use of the Mass Transit Facilities;
    - (ii) the use of the Rail Right-of-Way in which the Licensed Property is located

is needed for CapMetro Facilities or the Mass Transit Facilities; or

- (iii) the Trail Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Trail Improvements.

In the event of any such termination, City will have no further obligations under this Agreement or any applicable License Agreement to maintain any such portion of the Licensed Property, such maintenance being the sole obligation of CapMetro from and after such termination, and City, following the request of CapMetro, will remove or decommission such terminated Trail Improvements from the Licensed Property at its sole cost and expense. In the event it is determined by CapMetro in its sole discretion that the location of all or a portion of the Trail Improvements interferes with the priority rights set forth in Section 6 and/or Section 10(c) hereof (“Priority Rights”), or CapMetro is required by law or regulation of a governmental authority to relocate all or a portion of the Trail Improvements, CapMetro shall work with City in good faith to allow City to shift or relocate the Trail Improvements at the City’s sole cost and expense and subject to the Priority Rights.

- (d) Termination by Failure to Maintain. If City fails to maintain the Licensed Property, and the Property Manager receives no substantive response within 30 days following written notification to City, then CapMetro may remove and/or replace all applicable Trail Improvements. City covenants to pay CapMetro's reasonable and actual expenses incurred in connection therewith within 30 days after being billed therefore and receiving evidence reasonably substantiating such expenses. All Trail Improvements not removed and located on the portion of the Licensed Property which has been removed from the jurisdiction of this Agreement are deemed property of CapMetro when abandoned by City.
- (e) Default. City will be in default under this Agreement if:
  - (i) City fails to pay within 30 days from the receipt of written demand any monetary payment then due under this Agreement;
  - (ii) City fails to comply with the terms or conditions of this Agreement after the expiration of 30 days from the receipt of written notice to City specifying in reasonable detail the terms and conditions not complied with; or
  - (iii) the Property Manager reasonably determines that any paver, irrigation system, fencing, signage, or drain Trail Improvements are inadequate and the City fails to cure or cannot cure, after notice of, and opportunity to cure, the default within the time frames set forth in such notice.

(f) Remedies. Upon a default by City, CapMetro will have, in addition to any and all other rights, remedies, and recourses available at law or in equity, which may be exercised cumulatively, including specifically, the right (i) to terminate this Agreement in whole or in part as to the specific Licensed Property, and/or (ii) to perform or attempt to perform any unperformed covenant or agreement of the City herein or in a License Agreement. For these purposes, City hereby irrevocably authorizes CapMetro to take any and all of the above-described action.

11. Eminent Domain. If eminent domain is asserted on any portion of the Licensed Property by paramount authority, then CapMetro will, to the extent permitted by law, cooperate with City to effect the removal of City's affected Trail Improvements thereon. The proceeds of such condemnation shall be the property of CapMetro.
12. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
13. Assignment. Notwithstanding anything in the contrary contained herein, City cannot assign or transfer its rights herein, except without CapMetro's written consent. Any assignment may be a partial assignment or a full and complete assignment of City' rights and responsibilities hereunder. From and after the date City assigns this Agreement to any other party, in whole or in part, City shall be relieved and released from all obligations and liabilities from that day forward as to all portions of the Licensed Property covered by any such assignment.
15. Notice. Formal notices, demands and communications 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, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to CapMetro:

Capital Metropolitan Transportation Authority  
Attn: Ken Cartwright, Vice President,  
Facility Management & Capital Construction  
2910 E. 5<sup>th</sup> Street  
Austin, TX 78702

With a copy to:

Capital Metropolitan Transportation Authority  
Attn: Brad Bowman, Chief Counsel  
700 Lavaca Street, Suite 1400  
Austin, Texas 78701

If to City:

City of Austin  
P.O. Box 1088  
Austin, Texas 78767-8839  
Attention: Real Estate Services Division

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) or in the case of certified mail two (2) business days following deposit of such instrument in the United States Mail.

16. Compliance with Laws. City covenants that all construction, installation, repair, maintenance, and removal of the Trail Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations, and policies now existing or later adopted.
17. Amendments. The Parties will have the authority to negotiate and execute amendments to this Agreement without further action by either Party's governing body to the extent necessary to further clarify the intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions. Any amendments that would constitute a substantive modification to the Agreement must be approved by each Party's governing body, as appropriate. Whether substantive or typographical in nature, any modification, amendment, or supplement to this Agreement must be agreed upon in a writing signed by both Parties.
18. Interpretation. Although drafted by CapMetro, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
19. Governing Law and Venue. This Agreement will be construed, interpreted, and enforced in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.
20. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set forth herein.
21. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
22. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof will

constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
24. Limitation on Liability. No officer, director, partner, member, official or employee of City shall be personally liable to CapMetro in the event of any default or breach by City, or for any amount which may become due to CapMetro, or on any obligations under the terms of this Agreement. No officer, director, partner, member, official or employee of CapMetro shall be personally liable to City in the event of any default or breach by CapMetro, or for any amount which may become due to City, or on any obligations under the terms of this Agreement.
25. Proportionate Responsibility. To the extent allowed by Texas law, the Parties agree that each negligent party is responsible to the exclusion of any such responsibility of the other party for the negligent party's own proportionate share of liability for the negligent party's negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or in connection to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.
26. Consents and Approvals by CapMetro. Unless expressly stated otherwise herein to the contrary, any approval, determination, consent, waiver or joinder by CapMetro required hereunder may be given by the President and CEO of CapMetro or her designee; provided however, except for minor amendments or modifications, the President and CEO does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the CapMetro Board of Directors.

[END OF TEXT - SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement to be effective as of the date first written above.

**City of Austin:**

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

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

Name:

Title: Assistant City Manager

**Capital Metropolitan Transportation Authority:**

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

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

Name: Dottie Watkins

Title: President & CEO

Approved to form:

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

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

Title: Assistant City Attorney

Approved to form:

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

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

Title: Deputy Counsel

**EXHIBIT A  
MOKAN TRAIL PLAN**

DRAFT



**EXHIBIT B  
TRAIL PERMIT**

DRAFT

**EXHIBIT C  
TRAIL LICENSE AGREEMENT**

DRAFT



## PERMIT TO BE ON RAILROAD RIGHT-OF-WAY AND FACILITY PROPERTY

This Permit to be on Railroad Right-of-Way and Real Property (“Permit”) is by and between Capital Metropolitan Transportation Authority (“CapMetro”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702, and the **City of Austin, Texas**, a Texas home-rule city situated in Travis, Williamson, and Hays Counties (“City”) whose street address is \_\_\_\_\_ (each a “Party”, and collectively the “Parties”).

### RECITALS

**WHEREAS**, CapMetro controls 162 miles of railroad right-of way between Giddings and Llano, Texas (“Railroad Right-of Way”) and approximately 4.988 acres located at 2910 East 5<sup>th</sup> Street in Austin, Travis County, Texas, as more particularly described in a Deed dated May 16, 1986, and recorded in Volume 09698, Page 0561 of the Real Property Records of Travis County, Texas (the “Facility Property”).

**WHEREAS**, CapMetro’s safety rules and practices are of paramount importance to CapMetro for anyone that conducts activities on the Railroad Right-of-Way and Facility Property.

**WHEREAS**, City seeks permission to be on the Railroad Right-of-Way and Real Property for the purpose of performing construction or maintenance activities related to the Master License Agreement dated effective **DATE** (the “Master License Agreement”) pursuant to which CapMetro agreed to grant City permits to be on CapMetro’s Railroad Right-of-Way and in specific areas of Licensor’s Facility Property. The Master License Agreement is hereby incorporated herein by reference. In the event of a conflict between the terms of the Master License Agreement and this Permit, the terms of this Permit shall control.

**WHEREAS**, CapMetro is willing to allow City temporary permission to be on the Railroad Right-of-Way and Facility Property on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions stated below.

### TERMS

1. CapMetro grants City the right to enter upon the Railroad Right-of-Way located at or near Mile Post \_\_\_\_\_ in \_\_\_\_\_ County, Texas, and the Facility Property as may be necessary in connection with the construction of \_\_\_\_\_ [ describe type of construction] or the maintenance of \_\_\_\_\_ [describe type of maintenance],





7. City shall reimburse CapMetro for all costs and expenses incurred by CapMetro and/or its rail or bus operations contractor in connection with the work.
8. City shall not permit the filing of any liens against the Railroad Right-of-Way or Facility Property and shall immediately remove such liens, whether valid or not.
9. City is self-insured for all third-party liability coverage. As such, City has established a Liability Reserve Fund to pay for claims for which the City is legally liable.
10. The permission herein granted shall not be assigned by City without the prior written consent of CapMetro, except in the cases of subcontractors of City who shall be deemed agents of City and subject to the terms of this Permit.
11. No vehicular crossing over the Railroad Right-of-Way or Facility Property shall be installed or used by City without the prior written permission of CapMetro.
12. CapMetro shall have the right to deny access to the Railroad Right-of-Way and/or Facility Property to any employee, subcontractor or agent of City who fails to comply with the instructions of CapMetro.
13. If an emergency situation arises during construction or maintenance work, City shall immediately notify CapMetro's Railroad Operations Department by telephone at (512) 334-4000.
14. City shall become familiar with and strictly observe CapMetro's safety rules, regulations or directions of CapMetro or its representatives.
15. CapMetro may eject or cause to be ejected from the Right-of-Way or Facility Property City or any person acting under City's authority or direction that is engaging in conduct that is unlawful or unsafe or in violation of the safety rules, regulations or directions of CapMetro or its representatives. CapMetro shall not be liable to City for any damages that may be sustained by City or the ejected person through CapMetro's exercise of such right.
16. This Permit may be terminated in accordance with the termination provisions set forth in the Master License Agreement.
17. All notices required under this Permit must be in writing and may be given or served by electronic mail; or by personally delivering same to such party or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified at the addresses listed in this Permit.



18. This Permit is governed and enforced by, and construed in accordance with, the laws of the State of Texas. Any dispute arising with respect to this Permit shall be resolved in the state or federal courts of the State of Texas, sitting in Travis County, Texas, and the parties expressly consent to the personal jurisdiction of these courts.

19. Facsimile signatures shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase “facsimile signature” includes without limitation, an image of an original signature made by electronic or other means.

20. This Permit represents the entire agreement between the Parties concerning the subject matter of this Permit.

DRAFT



**Please sign above the line.**

CITY OF AUSTIN

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Projected Start Date of Project:

\_\_\_\_\_  
Projected End Date of Project:

**Please sign above the line.**

CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Shannon Gray  
Manager, Real Estate & Right-of-Way

\_\_\_\_\_  
Muriel Friday  
Director, Rail Operations

\_\_\_\_\_  
Effective Date of Permit (RE & ROW)

\_\_\_\_\_  
Expiration Date of Permit (RE & ROW)

**LICENSE TO USE**  
**RAIL RIGHT OF WAY AND REAL PROPERTY**  
(Mokan Trail)

**THIS LICENSE AGREEMENT** (“Agreement”), is made by and between **Capital Metropolitan Transportation Authority** (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and the **City of Austin, Texas**, a Texas home-rule city situated in Travis, Williamson, and Hays Counties (“Licensee”), whose address is [REDACTED] (each a “Party”, and collectively, the “Parties”).

**I. General Terms and Conditions**

Licensor and Licensee are parties to that certain Master License Agreement dated effective **DATE** (the “Master License Agreement”) pursuant to which CapMetro agreed to grant Licensee licenses to use and maintain certain Construction improvements for the Mokan Trail within Licensor’s railroad right-of-way and in specific areas of Licensor’s real property located at 2910 East 5<sup>th</sup> Street, Austin, Texas. The Master License Agreement is hereby incorporated herein by reference. In the event of a conflict between the terms of the Master License Agreement and this Agreement, specifically with respect to the Licensed Property as defined herein, the terms of this Agreement shall control.

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

**A. Premises**

1. Licensor is the owner of approximately 162 miles of railroad right-of-way, including the track, track support structures, and the real property, in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, as more particularly described in a Deed dated May 20, 1998 and recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas. The track, track support structures and the real property are collectively referred to herein as the “Giddings-Llano Line”.
2. Licensor is also the owner of approximately 4.988 acres of land located at 2910 East 5<sup>th</sup> Street in Austin, Travis County, Texas, as more particularly described in a Deed dated May 16, 1986, and recorded in Volume 09698, Page 0561 of the Real Property Records of Travis County, Texas (the “Facility Property”). The Facility Property and the Rail Right-of-Way are collectively referred to herein as the “CapMetro Property”.

**B. License Grant & Use**

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the CapMetro Property in Travis County, Texas, located at [insert description with width, latitudes and longitudes] (“Licensed Property”).
2. Licensee is permitted to construct, operate, and maintain a pedestrian and bicycle trail, along with fencing, lighting, drainage, signage, and other associated improvements (“Facility”).



3. Licensee shall use the Licensed Property solely for constructing, operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.
4. Licensee shall construct the Facility within the Licensed Property, at its sole expense, in a manner and at such times which are satisfactory to Licensor. Licensee agrees that the Facility will be designed and constructed in accordance with the submitted plans and profile more fully described in the attached and incorporated herein as **Exhibit "A"**. Licensee shall not locate any new ground facilities or subterranean facilities within the Licensed Property. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line or Facility Property overnight or on weekends except as otherwise agreed to by the Parties in writing in advance.
5. Licensee shall not perform any installation or other work on the Giddings-Llano Line or the Facility Property without: (i) submitting the required applications, (ii) paying all required fees unless waived, (iii) obtaining a permit issued by Licensor to commence construction of the Facility, (iv) where necessary, pay to have present at the time of construction, Licensor personnel or contractors designated by Licensor to oversee the construction activities ("RWIC") at the rates set at the time of construction; and, (v) any other administrative fees charged by Licensor, unless waived.
6. All improvements contemplated under this Agreement shall be at Licensee's sole expense and Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.
7. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.
8. In the event Licensee fails to install or maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.
9. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively, the "Governmental Approvals") which may be required by any federal, state or local authorities for the location, construction, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.
10. Licensee will pay all application fees, permitting fees, RWIC charges and other fees charged by Licensor in connection with this Agreement unless waived by Licensor.
11. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Department by telephone at (512) 997-0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

**C. This Agreement is subject and subordinate to:**

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;

2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;
3. The regulations and directives of the Federal Railroad Administration;
4. Any rail freight services contract, rail freight operations, and passenger rail operations; and
5. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

#### **D. Term and License Fees**

1. This Agreement shall remain in full force and effect unless otherwise terminated in accordance with this Agreement and/or the Master License Agreement
2. Payments due hereunder shall be made at the address on Page 1 to the attention of: Accounts Receivable. All moneys due and payable to Licensor under this Agreement that are not received by Licensor on or before ten (10) days after the date it was due, are subject to a late payment charge of five percent (5%) of the past due amount. All late charges are in addition to the amounts owed under this Agreement.
3. This Agreement may be terminated In accordance with the termination provisions set forth in the Master License Agreement.
4. Licensee and Licensor agree that Licensee's use of the Licensed Property as contemplated in this Agreement interferes with the right of Licensor to use the Licensed Property for its intended purpose including, without limitation, by imposing additional expenses and administrative, technical and safety burdens on Licensor. Licensee agrees that any License Fees, application fees, permitting fees, RWIC charges, administrative fees, and any other charges payable under this Agreement are intended to compensate Licensor for such additional expenses and administrative, technical and safety burdens on Licensor.

#### **E. Removal of All Licensee Improvements**

Upon termination of this Agreement, Licensee agrees, upon receipt of a written request from Licensor, to remove the Facility, to restore the Licensed Property to the same state and condition in which it existed prior to location and installation of the Facility, and to bear all expense thereof. Should Licensee in such event fail, neglect or refuse to so remove the Facility and restore the Licensed Property, such removal and restoration may be performed by Licensor at the expense of Licensee, and Licensee agrees to make full restitution and reimbursement to Licensor for such sum immediately upon demand.

## **F. Licensee Responsibilities**

1. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line, the Licensed Property, or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all costs, damages and reasonable attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.
2. No Hazardous Materials shall be kept, stored, used or discharged on the Licensed Property. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding Hazardous Materials, and shall indemnify, defend and hold Licensor harmless from and against any and all liability arising from Licensee's use, storage or discharge of Hazardous Materials on the Licensed Property. For purposes of this Agreement, "Hazardous Materials", mean any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any applicable federal or state law, as "hazardous substance," "hazardous waste," "acutely hazardous," extremely hazardous," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. "Hazardous Materials" also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended). The provisions of this paragraph shall survive termination of this Agreement.
3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

## **G. Insurance and Waiver of Subrogation**

City is self-insured for all third-party liability coverage. As such, City has established a Liability Reserve Fund to pay for claims for which the City is legally liable.

## **H. Default**

If Licensee defaults in the payment of the License Fees or any other amounts payable under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default, or if Licensee defaults in the performance of any other covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right or remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement.

## **I. Responsibility for Liability**

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

**J. Right to Eject**

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee’s authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor’s exercise of such right.

**K. Force Majeure**

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property (“Event of Force Majeure”). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

**II. Miscellaneous**

**A. No Warranty and Assumption of Risk**

**LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY “AS-IS” WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE’S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.**

**WITHOUT LIMITING ANYTHING CONTAINED IN THIS AGREEMENT, LICENSEE KNOWINGLY AND VOLUNTARILY ASSUMES ANY AND ALL RISKS, KNOWN AND UNKNOWN, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM ITS USE OF THE LICENSED PROPERTY OR GIDDINGS-LLANO LINE. LICENSEE SPECIFICALLY AGREES THAT IT WILL NOT SEEK REIMBURSEMENT, DAMAGES OR ANY OTHER KIND OF COMPENSATION FROM LICENSOR, NOR MAKE ANY CLAIMS WHATSOEVER AGAINST LICENSOR, AND LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE OR ANY PERSON ENTERING THE PROPERTY BY, THROUGH OR UNDER LICENSEE'S RIGHTS HEREUNDER, FOR ANY LOSS, COST, DAMAGES, BODILY INJURIES OR DEATH. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE LICENSED PROPERTY, AND LICENSEE ACCEPTS THE LICENSE TO USE THE PROPERTY “AS IS, WHERE IS” AND WITH ALL FAULTS.**

**B. Obligation to Report**

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

**C. No Waiver**

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

**D. Governmental Entity**

Each Party is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

**E. Governing Law and Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in the County where the Licensed Property is located.

**E. Attorneys' Fees**

In the event Licensor finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action at law, or other proceeding against Licensee to enforce any of the

terms, covenants or conditions herein, Licensee shall pay to Licensor its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

#### **F. Compliance with Laws**

Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

#### **G. No Joint Venture**

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

#### **H. No Third Party Beneficiaries**

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

#### **I. Severability**

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

#### **J. Recording**

Licensee shall not record this Agreement.

#### **K. Personal License**

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

#### **L. Right of Entry**

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

#### **M. Dates of Performance**

In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

#### **N. Exhibits**

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)

**O. Entire Agreement**

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

**P. Modification**

This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

**Q. Notice**

All notices required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified and sent to the address set forth below. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the Licensee:

[Redacted]

If to the Licensor:

Capital Metropolitan Transportation Authority  
624 N. Pleasant Valley Road  
Austin, Texas 78702  
Attn: Director of Real Estate and R-O-W

With copy to:

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

**R. Condemnation**

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

**S. Time is of the Essence**

Time is of the essence in this Agreement.

## **T. Signature**

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase “facsimile signature” includes without limitation, an image of an original signature in whatever means or form.

## **U. Counterparts**

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

## **V. No Assignment or Subletting**

Except as expressly set forth herein, Tenant may not assign or otherwise transfer this Agreement, whether by operation of law or otherwise, and may not sublet (or underlet), or permit, or suffer the Licensed Property, in whole or in part, to be used or occupied by any party other than Licensee and Licensee’s agents without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Any attempted assignment or subletting without Licensor’s consent is void *Ab initio*.

## **W. Interpretation**

Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

## **X. Survival**

Termination of this Agreement shall not relieve Licensee’s liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

## **Y. Remedies**

All rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Licensor, whether provided by law, equity, statute or otherwise. The election of any one or more remedies the Licensor will not constitute a waiver of the right to pursue other available remedies.

## **III. Federal Notices**

### **A. Non Discrimination**

Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

### **B. Compliance with Environmental Standards**

Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.



**IV. Signatories**

**A. Effect Date of Execution**

The Agreement will be executed and effective as of the date of the last party to sign (the “Effective Date”).

**B. Signatories**

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

**Capital Metropolitan  
Transportation Authority**

**City of Austin**

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

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

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

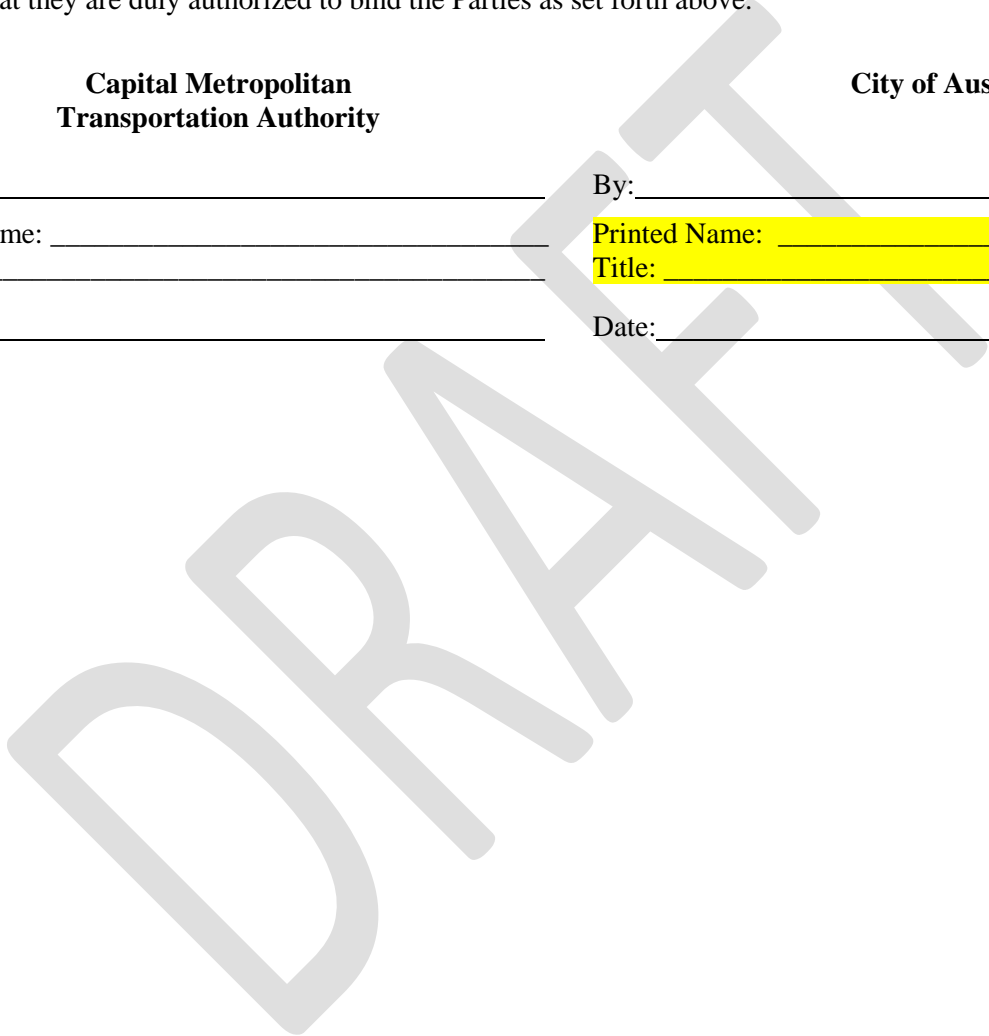
Printed Name: \_\_\_\_\_

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

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

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

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



**Exhibit "A"**  
**PLANS**

DRAFT

---

Board of Directors

Item #: AI-2023-960

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Commercial Contract - Improved Property for the purchase of a 11.46-acre tract of land located at 5315 E. Ben White Blvd., Austin, Texas 78741, together with two (2) one-story buildings measuring 10,090 square foot in size, associated parking areas, all other improvements, and any easements and rights appurtenant thereto, from River City Partners, Ltd. for a new CapMetro Operation and Maintenance facility (Demand Response South Base), in an amount not to exceed \$13,500,000 plus closing costs.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** This proposed purchase will provide CapMetro with a new operations and maintenance facility and infrastructure capabilities initially for both gas and electric revenue vehicles; improve the CapMetro end-user experience and employee efficiency; aid in the recruitment of new, highly-skilled employees by providing an improved work environment; deliver on maintenance facility improvements as per the adopted Project Connect initial investment; and provide CapMetro with the flexibility to improve its operations in South Austin.

**BUSINESS CASE:** CapMetro provides demand response services across the Austin region within the CapMetro

service area. To help expedite arrival times and reduce non-revenue costs, an additional south demand response facility is being brought forward to support service in the southern portions of the service area. This facility has been planned as part of the Project Connect program. As required by state law, CapMetro obtained two appraisals for the property, which confirmed that the proposed acquisition price is less than or equal to the market value for the property. The funds for this acquisition are included in the FY 2024 capital budget. The construction of the facility will require additional funding and a future Board action.

COMMITTEE RECOMMENDATION: This item will be presented to the full Board on December 18, 2023.

EXECUTIVE SUMMARY: CapMetro is seeking an additional Operations and Maintenance facility space at a south location, to improve its ability to serve customers efficiently and enhance organizational effectiveness. This proposed acquisition will support the development of a Demand Response South Base to support the efficient operation of the MetroAccess and Pickup Services. The proposed site was identified after a thorough market search of available properties, and the proposed acquisition price was freely negotiated between the parties. The proposed contract includes a 90-day due diligence period, during which time CapMetro will perform additional studies and required analyses to confirm the site is the appropriate location for the proposed facility.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction Engineering & Design

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-960**

WHEREAS, the Capital Metropolitan Transportation Authority (CapMetro) Board of Directors and CapMetro management recognize the need to protect the safety of all employees and CapMetro assets and provide facilities that meet all city, state, and federal code requirements; and

WHEREAS, the CapMetro Board of Directors and CapMetro management recognize the need to provide adequate and appropriate operations and maintenance facility for the workforce, as well as inviting, accessible spaces for the patrons utilizing the public areas of the facilities; and

WHEREAS, the CapMetro Board of Directors and CapMetro management recognize the need to make strategic real estate acquisitions to enable the future implementation of CapMetro's sustainability, equity, and efficiency goals; and

WHEREAS, the CapMetro Board of Directors and City of Austin city council adopted the Project Connect System Plan and Project Connect Initial Investment which included maintenance facility improvements including a new south Bus Base and a new south Demand Response facility; and

WHEREAS, the 11.46-acre site at 5315 E. Ben White Blvd. was identified after a thorough market search of available properties and the proposed acquisition price was freely negotiated between the parties; and

WHEREAS, CapMetro obtained two (2) independent appraisals of the property, at least one of which confirmed that that proposed acquisition price was less than or equal to the fair market value of the property; and

WHEREAS, the purchase of 11.46 acres at 5315 E. Ben White Blvd. would improve organizational effectiveness and reduce operating costs, would improve the CapMetro end-user experience, and would provide CapMetro with the flexibility to improve its operations in South Austin; and

WHEREAS, the proposed contract for the acquisition of the property includes a 90-day due diligence period, during which time CapMetro will perform additional studies and required analyses to confirm the site is the

appropriate location for the proposed CapMetro Operation and Maintenance facility (Demand Response South Base); and

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a Commercial Contract - Improved Property and all other necessary agreements for the purchase of 11.46-acre acres of land, together with two (2) one-story buildings measuring 10,090 square foot in size, associated parking areas, all other improvements, and any easements and rights appurtenant thereto, from River City Partners, Ltd. for a new CapMetro Operation and Maintenance facility (Demand Response South Base), in an amount not to exceed \$13,500,000 plus closing costs.

\_\_\_\_\_  
**Secretary of the Board**  
**Becki Ross**

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

**CapMetro**

Acquisition of  
11.47 Acres at  
5315 E. Ben White Blvd.  
for  
Demand Response South Base

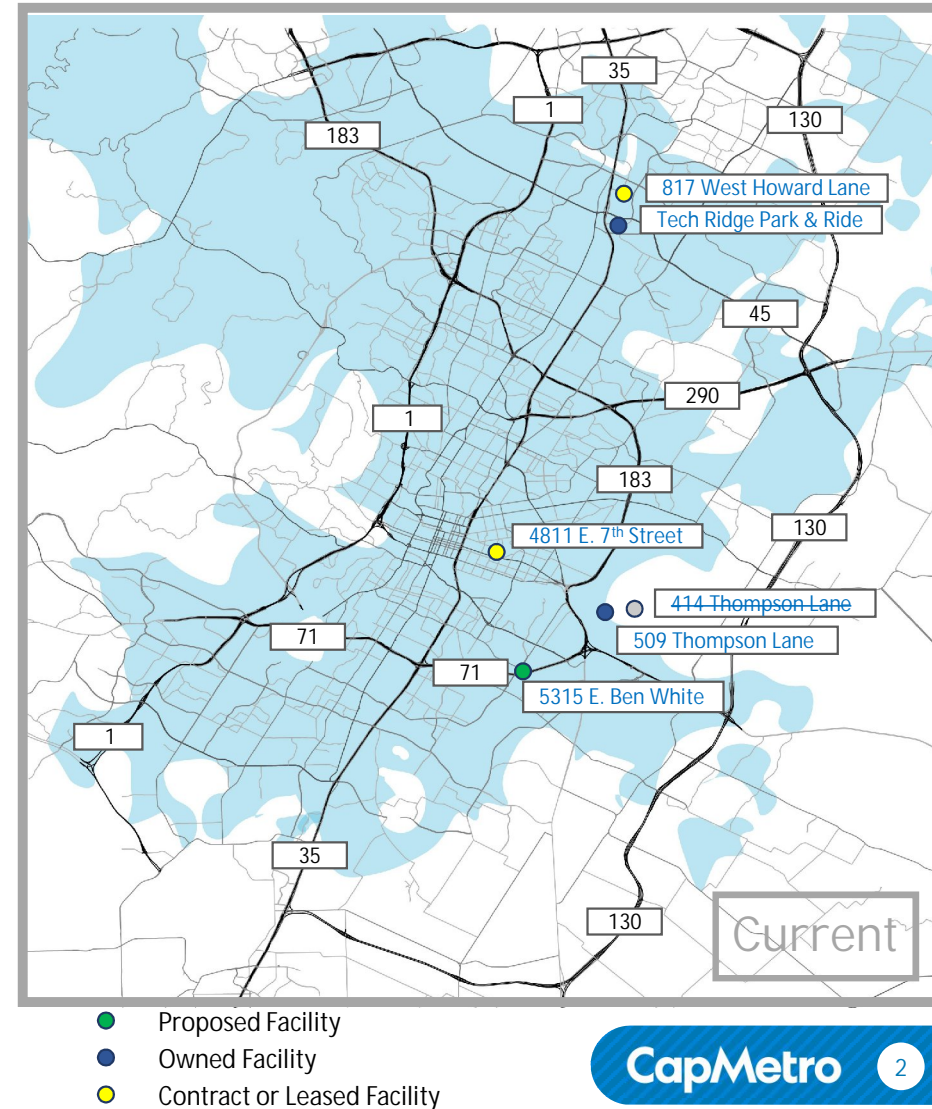
Board Meeting

December 18, 2023

# Background

## Demand Response Operational Needs Overview

- Current Demand Response Operating Facilities
  - 509 Thompson Lane (owned)
  - 414 Thompson Lane (lease expired)
  - 817 West Howard Lane (contract)
  - Tech Ridge Park & Ride (temporary vehicle storage)
  - 4811 E. 7<sup>th</sup> Street (lease interim facility)

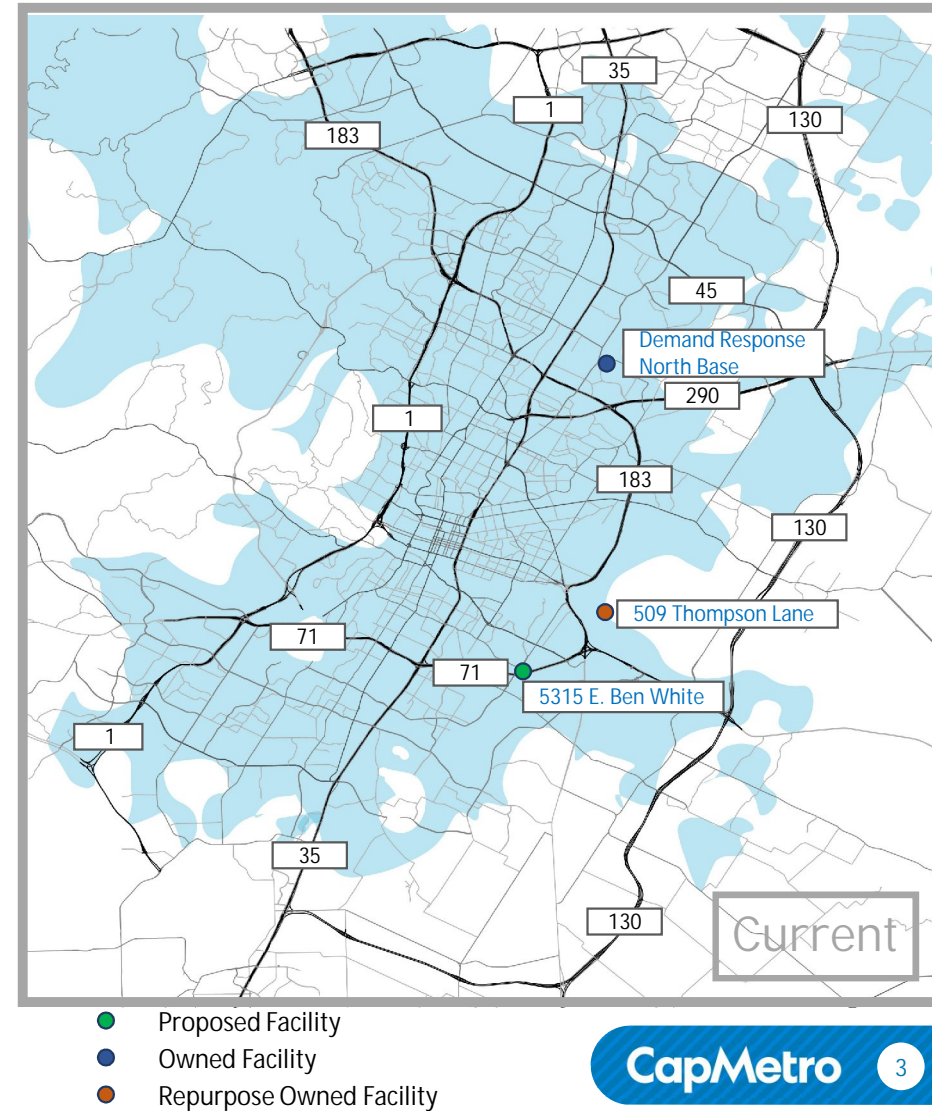




# Background

## Demand Response Operational Needs Overview

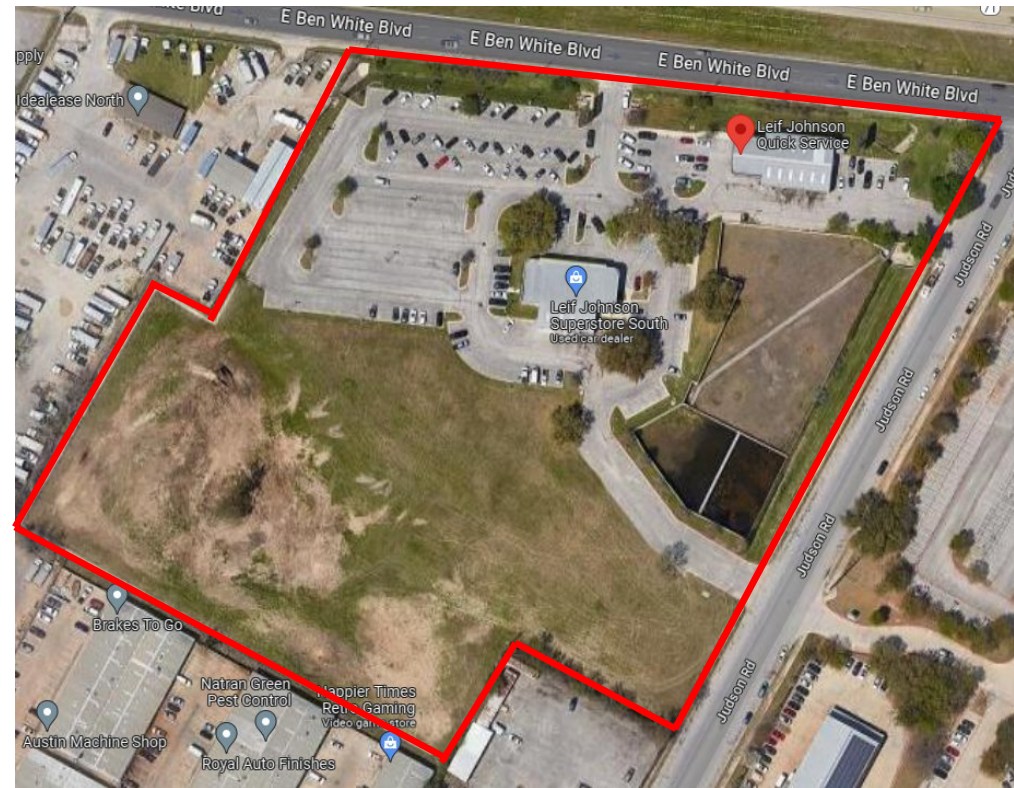
- Future Demand Response Operating Facilities
  - Demand Response North Base (in design)
  - 5315 E. Ben White (proposed facility)
  - 509 Thompson Lane (owned) [repurposed]



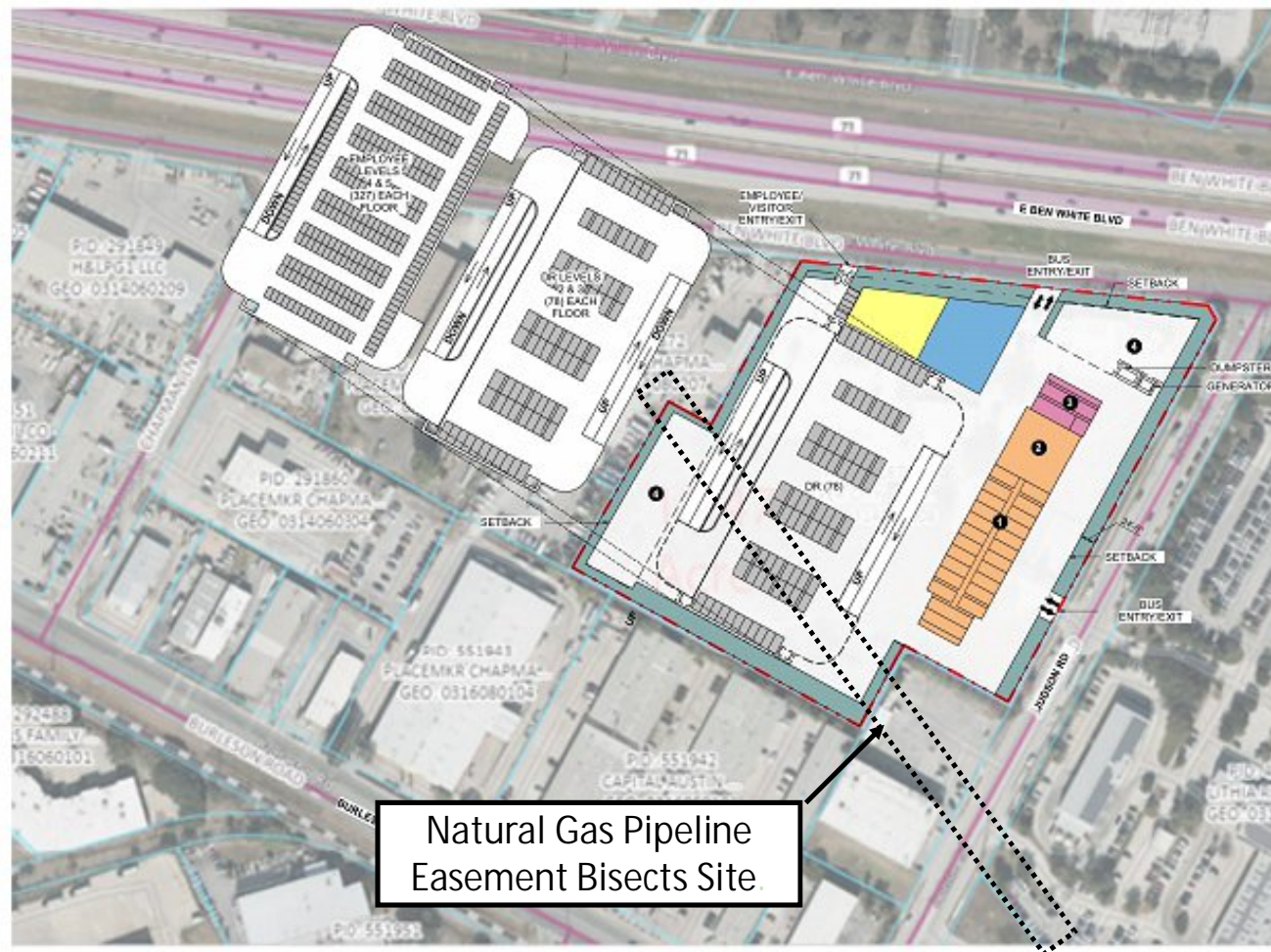
# Background

## Property Overview

- 11.466 Acres
- Owner: River City Partners, Ltd.
- Lot 1, Santiago Del Valle Business Center Subdivision of the City of Austin, Travis County, Texas
- Environmental Site Assessment Phase I
- Federal Transit Administration
  - “Protective Buy” approval: 8/17/23
  - Title VI analysis to be performed



# Proposed Demand Response O&M Site 5315 East Ben White (SH 71) – Option 1

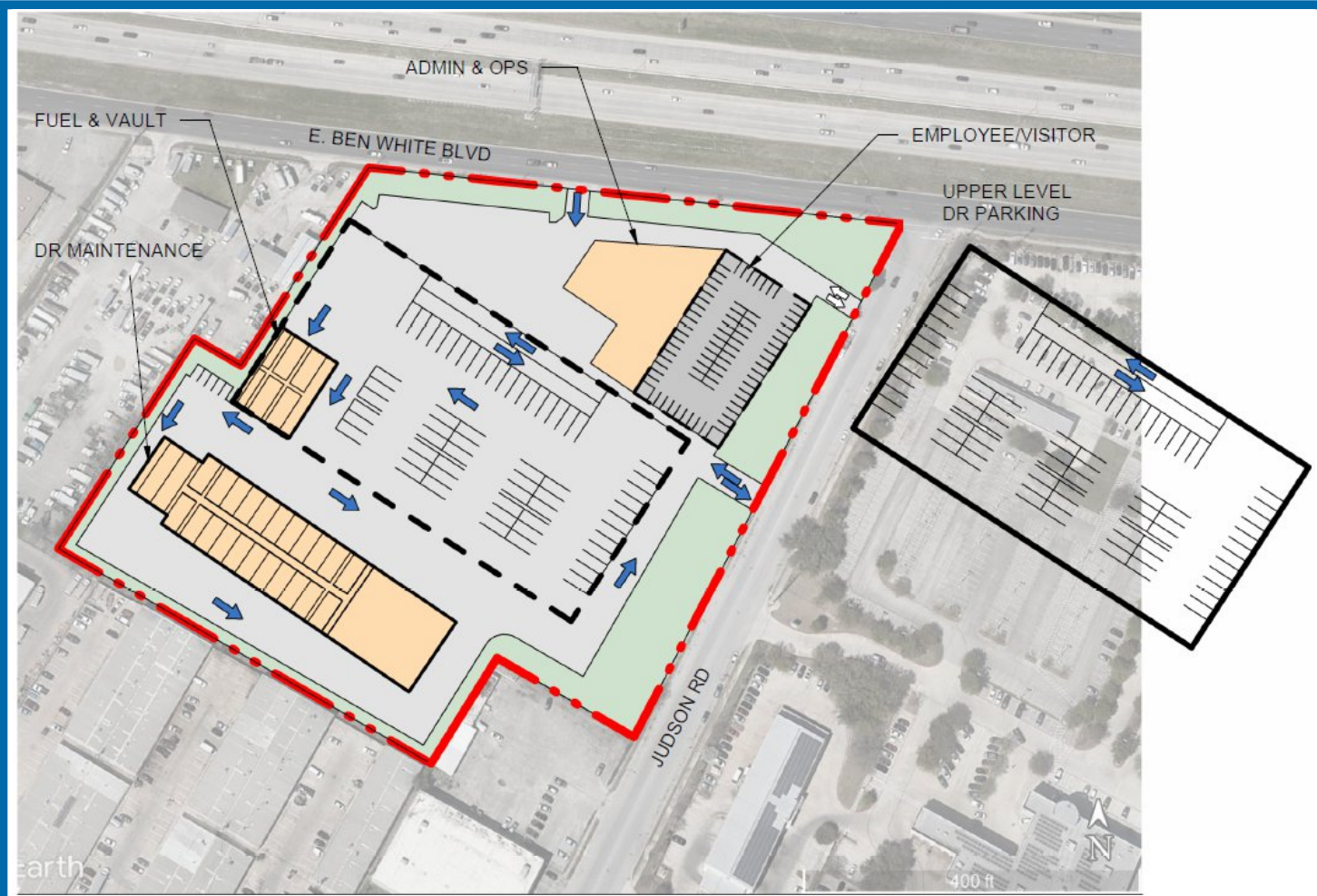


SUMMARY		
SPACE	LEVEL	AREA (SF)
ADMINISTRATION	1	11,500
OPERATIONS	1	16,000
SERVICE	1	6,000
VEHICLE MAINTENANCE	1	38,000
TOTAL BUILDING AREA		71,500
BUILDING FOOTPRINT		AREA (SF)
ADMINISTRATION & OPERATIONS		
VEHICLE MAINTENANCE		
SERVICE		
TOTAL BUILDING FOOTPRINT		SEE ABOVE
EXTERIOR		AREA (SF)
GARAGE		168,000
CHARGING INFRASTRUCTURE		1 AC
PARKING		CONCEPT PROGRAM
DEMAND RESPONSE	LEVEL 1 - 78	200
	LEVEL 2 - 78	
	LEVEL 3 - 78	
TOTAL		204
BUS PARKING SPACES 14' WIDE EACH		200
EMPLOYEE/NON-REVENUE VEHICLE	LEVEL 4 - 327	419
	LEVEL 5 - 327	
	EXTERIOR - 6	
TOTAL		659
EMPLOYEE PARKING SPACES 14' WIDE EACH		419
①	DR MAINTENANCE BAYS	
②	MAINTENANCE SHOP/STORAGE SUPPORT	
③	SERVICE	
④	CHARGING	

## Note

- 11.47 Acre Site
- Leif Johnson site currently built out on north side. South side undeveloped.
- Currently have light repair only.
- Natural Gas Pipeline / Easement exists.
- Test fit during PSA feasibility period to determine potential impact of gas pipeline, stormwater.

# Proposed Demand Response O&M Site 5315 East Ben White (SH 71) – Option 2



## Notes

- Total 11.47 Acres
- Demand Response Vehicle Parking: 165+
- Employee Parking: 263+
- Maintenance Bays: Up to 22
- Build lines need to be confirmed.
- Stormwater assumed to be built underground (to be confirmed)
- Future potential for adjacent sites.

# Proposed CapMetro Acquisition

## Special Warranty Deed

- Purchase & Sale Agreement
  - Purchase Price: \$ \_\_\_\_\_ + closing costs
- 90 Day Feasibility Period – may be extended by 30 days
  - Title clearance, Site “Test Fit”, evaluation of site stormwater, natural gas pipeline/easement.



CapMetro

Thank you!

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Jay-Reese Contractors, Inc. for the construction of the Railroad Pedestrian Crossing at the intersection of East 4th Street and Sabine Street for \$1,291,000 and 15% contingency of \$193,650 for a total not to exceed amount of \$1,484,650.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

Strategic Goal Alignment:

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

Strategic Objectives:

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Railroad Pedestrian Crossings at 4<sup>th</sup> & Sabine will support CapMetro’s goal of creating a culture of safety by providing signalized and protected crosswalks for pedestrians and bikes across CapMetro Rail-served railroad tracks at this location.

**BUSINESS CASE:** CapMetro and the City of Austin have agreed on the need for a safe pedestrian and bike trail crossing at East 4<sup>th</sup> Street and Sabine Street across CapMetro rail tracks leading to and from the Downtown Station. Currently, bikes and pedestrians must cross the tracks via an at-grade unprotected crossing. This includes rail passengers who may be accessing the Downtown Station from the other areas of Downtown. This also provides a connection to the Waller Creek Trail. Improving this crossing will benefit both CapMetro customers and the general public in this area, creating a safe and protected way across the tracks.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on December 18, 2023.

EXECUTIVE SUMMARY: CapMetro has designed a pedestrian/bike crossing with a signalized crossing gate at the intersection of E. 4<sup>th</sup> Street and Sabine Street near the Downtown Station. This protected crossing will allow for the safe passage of bicycles and pedestrians across the rail tracks and provide access to the Waller Creek Trail. This crossing was designed in coordination with the City of Austin and the Federal Railroad Administration.

DBE/SBE PARTICIPATION: DEI assigned a 14% SBE goal. Jay-Reese Contractors, Inc. is committing to 14.44% SBE participation on the project. DEI will monitor compliance and participation of DBEs.

PROCUREMENT: On September 29, 2023, a Request for Proposal (RFP) was issued and formally advertised. By the closing date of November 9, 2023, two proposals were received. The proposals were rated based on the following evaluation factors:

- Offeror's experience in the design of signal systems and PTC modifications and installations & Testing. (30%)
- Demonstrated understanding of the requirements in the Technical Specifications, Plans, and the Scope of Work as described in Exhibit F. (18%)
- The offeror's demonstrated relevant work experience and capabilities of the firm and of the proposed Project personnel on projects of a similar size and complexity. (15%)
- Price Proposal (37%)

The proposal from Jay-Reese Contractors was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed lump-sum contract. The period of performance is 365 calendar days from Notice to Proceed (NTP) for a total estimated contract price of \$1,291,000.

RESPONSIBLE DEPARTMENT: Capital Construction and Engineering Design



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1032**

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

WHEREAS, The Capital Metropolitan Transportation Authority Board of Directors and Capital Metro Management recognize the need to complete the pedestrian Railroad Crossing at East 4<sup>th</sup> Street and Sabine Street in downtown Austin.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Jay-Reese Contractors, Inc. for the construction of the Railroad Pedestrian crossing at East 4<sup>th</sup> and Sabine Streets for \$1,291,000 plus \$193,650 (representing a 15 % Contingency) for a total not to exceed the amount of \$1,484,650.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



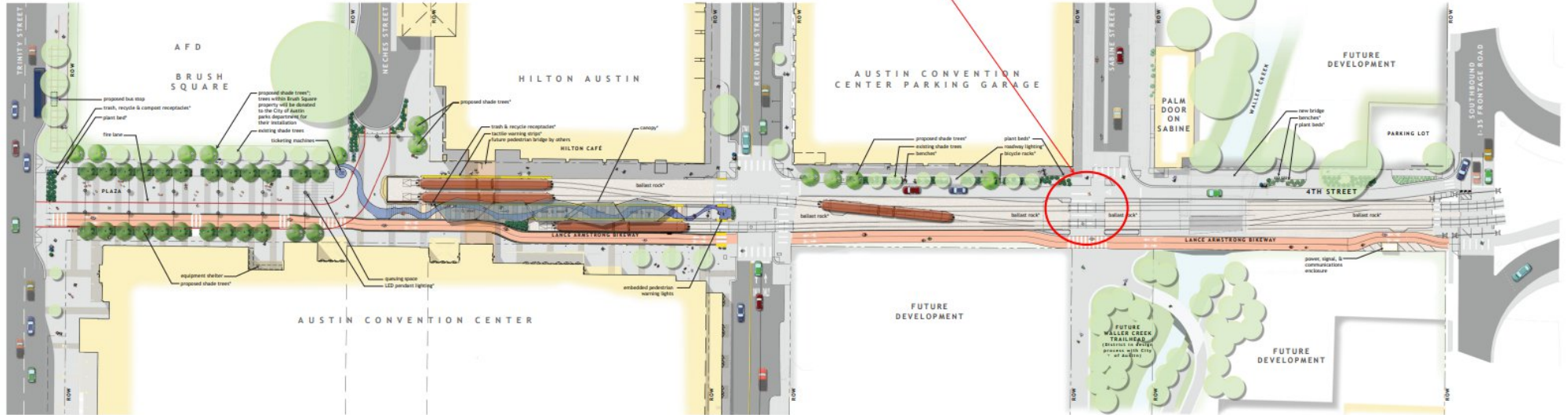
# E. 4<sup>th</sup> St. & Sabine St. Rail Pedestrian Crossing

CapMetro Board of Directors

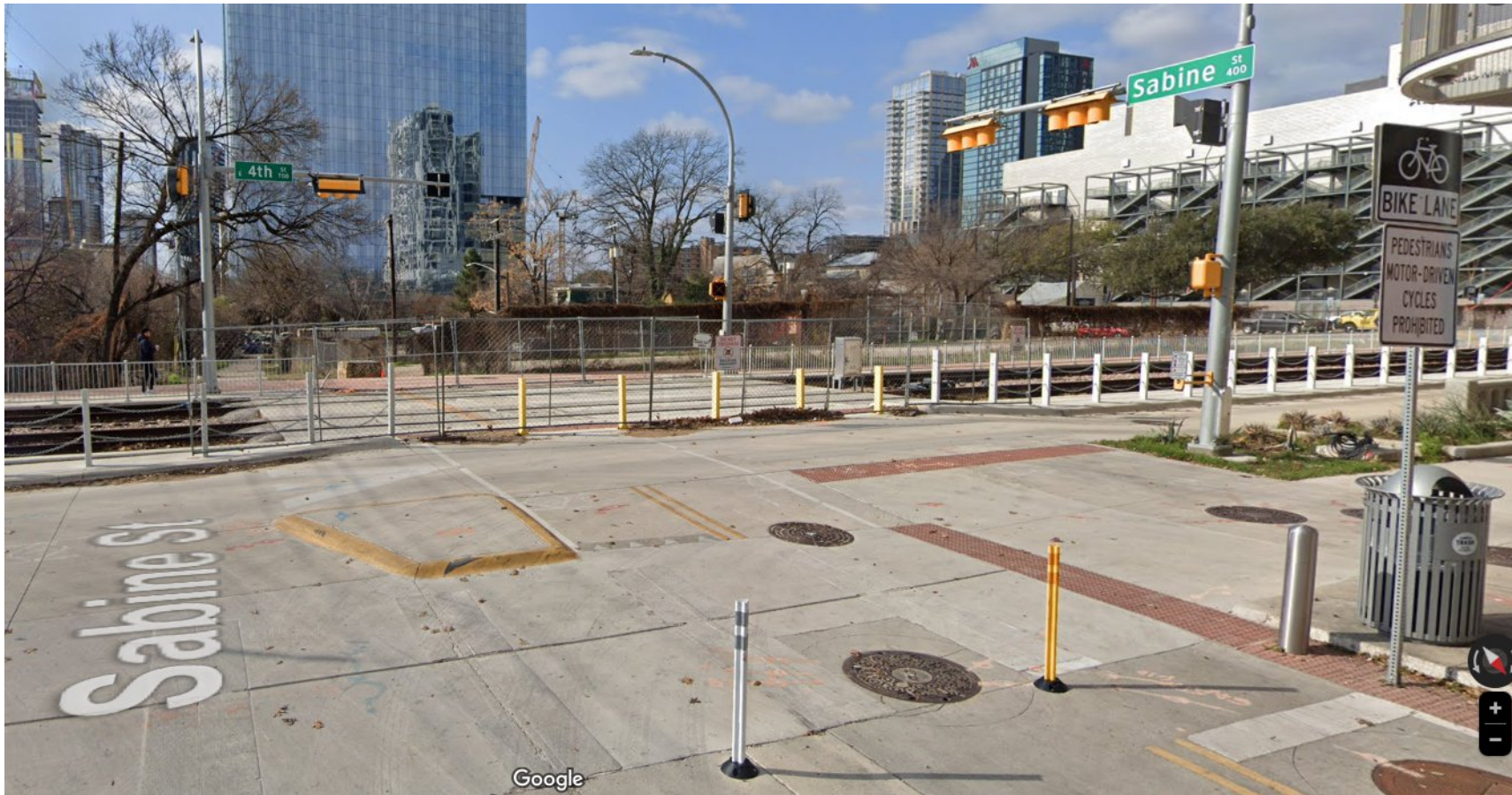
December 18, 2023

# Downtown Station

CPG2112 - 4th Street & Sabine Street  
Area of New Railroad Crossing Gates

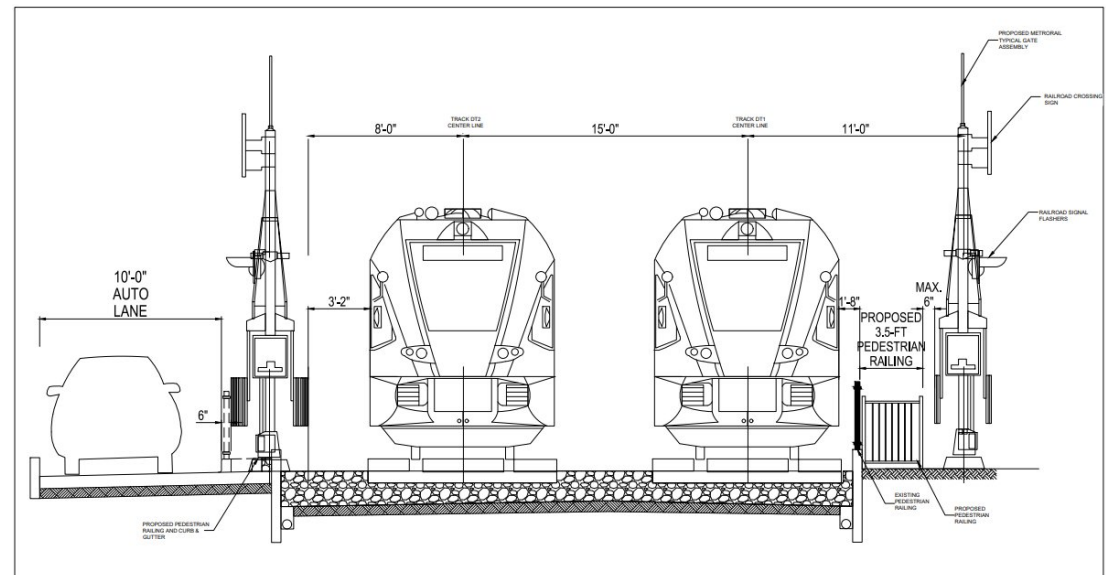


## E. 4<sup>th</sup> St. & Sabine St. (looking south)



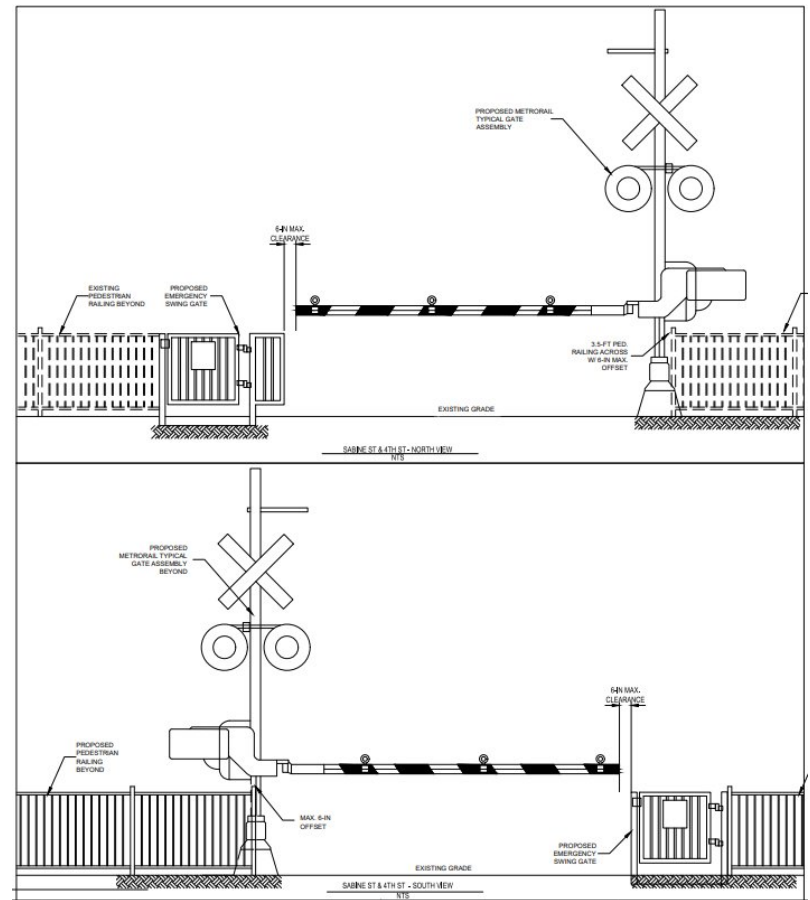
# Proposed Pedestrian Crossing Gates

- CapMetro opened the Downtown Rail Station in 2020
- Safety Assessment recommended that Sabine Street Pedestrian Crossing be signalized/protected
- Design initiated for signalized gate crossing
- Coordination with City of Austin, Federal Railroad Administration
- Connects to Waller Creek Greenbelt Trail



# Proposed Contractor

- Jay-Reese Contractors, Inc.
- \$ 1,291,000 base contract + 15% contingency (\$193,650) = total not to exceed amount of \$1,484,650.
- Permitting : Winter 2023
- Anticipated construction initiation
  - Early Spring 2024
  - One year construction period



CapMetro

Thank you!

---

Board of Directors

Item #: AI-2023-1026

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution approving the CapMetro Public Transportation Agency Safety Plan (“the Plan”), authorizing the President & CEO, or her designee, to finalize and execute the Plan, and setting a program to provide relevant and useful information to the Board of Directors.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Public Transportation Agency Safety Plan provides strategic direction to the President & CEO and CapMetro as whole with regard to safety and security priorities of the CapMetro Board and the Federal Transit Administration (FTA).

**BUSINESS CASE:** Federal regulation requires operators of public transportation systems that receive FTA funds to develop and implement a Public Transportation Agency Safety Plan (PTASP) and review, update and approve the PTASP annually.

**COMMITTEE RECOMMENDATION:** This item will be presented to the full board on December 18, 2023.

**EXECUTIVE SUMMARY:** The Public Transportation Agency Safety Plans (PTASP) regulation (49 CFR Part 673)



requires certain operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants to develop an Agency Safety Plan (ASP) that includes the processes and procedures to implement a Safety Management System (SMS), a comprehensive, collaborative, and systematic approach to managing safety.

CapMetro's ASP was approved by the CapMetro Board in May 2020, and Revision #1 was approved by the Board in November 2022 to ensure alignment with the Bipartisan Infrastructure Law.

CapMetro's Agency Safety Plan addresses all general requirements for Agency Safety Plans and does not warrant significant changes in the 2023 review period. Revision #2 for CapMetro's ASP includes the following:

- Amendments to clarify that Dottie Watkins is the President & CEO (removing "Interim");
- Refinements to processes and procedures to support CapMetro's proactive safety management and safety review, such as the addition of monthly safety meetings for all drivers, technicians and supervisors. Annual tweaks and updates to processes is in alignment with industry best practices;
- Clarification of the applicability of the Agency Safety Plan as CapMetro transitions between bus operations and maintenance contracts;
- Alignment of reporting and performance targets to industry standards;
- Minor clarifications, such as clarifying between fiscal and calendar years, and correction of errata.

The joint labor-management safety committee will review and consider approval of Agency Safety Plan on December 14, 2023, after which, it will be presented to the CapMetro Board for review and approval.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Safety

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1026**

WHEREAS, the Federal Transit Administration requires the Capital Metropolitan Transportation Authority (CapMetro) to establish a Safety Management Policy; and for its President & CEO and Board of Directors to approve its Public Transportation Agency Safety Plan (PTASP);

WHEREAS, the purpose of this policy is to establish CapMetro’s commitment to implementing, developing and improving strategies, management systems and processes to ensure that CapMetro systems uphold the highest level of safety performance and meet regulatory standards;

WHEREAS, the PTASP is required to be reviewed annually and the annual review identified minor revisions described within the plan collectively as Revision No. 2, and the revisions are necessary to ensure an industry leading PTASP and full compliance with the Bipartisan Infrastructure Law.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Board of Directors approves the CapMetro Public Transportation Agency Safety Plan (“the Plan”) and authorizes the President & CEO, or her designee, to finalize and execute the Plan and set a program to provide relevant and useful information to the Board of Directors.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Capital  
Metropolitan  
Transportation  
Authority

Revision: 02

Effective: January 1, 2024

## Contents

DOCUMENT REVISION RECORD.....	2
I. Transit Agency Information .....	3
II. Plan Development, Approval, and Updates.....	4
III. Safety Performance Targets .....	5
IV. Safety Management Policy .....	6
Employee Safety Reporting System (ESRS).....	8
WHAT TO REPORT AND WHAT NOT TO REPORT .....	9
Close-Call Reporting .....	9
PROTOCOL FOR DEALING WITH REPORTED ISSUES.....	10
EMPLOYEE FEEDBACK .....	10
BEHAVIORS NOT EXEMPT FROM DISCIPLINARY ACTION .....	10
COLLABORATION WITH LABOR UNIONS.....	11
V. Safety Risk Management .....	12
SAFETY RISK ASSESSMENT .....	13
CapMetro Safety Risk Assessment Process.....	13
SAFETY RISK MITIGATION .....	15
CapMetro Safety Risk Mitigation Process.....	15
VI. Safety Assurance.....	16
VII. Safety Promotion .....	21
CapMetro .....	21
CapMetro Service Provider (Contractor) – Bus.....	22
CapMetro Service Provider (Contractor) – Demand Response .....	22
CapMetro .....	23
CapMetro Service Provider (Contractor) – Bus.....	24
CapMetro Service Provider (Contractor) & CapMetro Staff – Demand Response .....	24
VIII. Infectious Diseases.....	255
Appendices:	
Appendix A: CapMetro Safety Committees (Information Flow).....	26
Appendix B: List of Acronyms and Abbreviations.....	27
Appendix C: Definitions.....	28

DOCUMENT REVISION RECORD				
Changes				Effective Date
Original Issue				May 22, 2020
Revision Number	Summary of Changes	Affected Pages	Safety Committee Approval	Effective Date
01	Updates include: <ul style="list-style-type: none"> <li>• Bipartisan Infrastructure Law language</li> <li>• Administrative changes</li> <li>• Performance targets to include total numbers</li> <li>• Appendices A-C</li> </ul>	Pg. 3-5, 22-27	November 9, 2022	November 21, 2022
02	<ul style="list-style-type: none"> <li>• Amendments to clarify that Dottie Watkins is the President &amp; CEO (removing “Interim”);</li> <li>• Alignment of reporting and performance targets to industry standards;</li> <li>• Table 4: CapMetro Monthly Reporting Responsibilities</li> <li>• Minor clarifications, such as clarifying between fiscal and calendar years, and correction of errata.</li> </ul>	Pg. 3-5, 17-18	December 14, 2023	January 1, 2024

**Introduction**

Through the Moving Ahead for Progress in the 21 Century Act (MAP-21) and the Fixing America’s Surface Transportation Act (FAST Act), Congress requires operators of public transportation systems that receive Federal Transit Administration (FTA) funds to develop and implement a Public Transportation Agency Safety Plan (PTASP). The rule takes effect on July 19, 2019 after which affected public transportation agencies will have one year to certify the initial establishment of their safety plans. The plan then must be reviewed, updated, approved, and certified by the transit agency annually.

As the transit agency that serves the Central Texas Region; Capital Metropolitan Transportation Authority (CapMetro) is pleased to establish this PTASP in accordance with 49 C.F.R. Part 673 (“Part 673”).

**I. Transit Agency Information**

<b>Transit Agency Name</b>	Capital Metropolitan Transportation Authority (CapMetro)		
<b>Transit Agency Address</b>	2910 East 5 <sup>th</sup> Street Austin, Texas 78702		
<b>Name and Title of Accountable Executive</b>	Dottie Watkins, President and Chief Executive Officer CapMetro		
<b>Name of Chief Safety Officer or SMS Executive</b>	Gardner Tabon, Executive Vice President Office of Safety, Occupational Health & Accessible Services		
<b>Modes of Service Covered by this Plan</b>	Fixed Route Bus, Demand Response, Vanpool		
<b>List all FTA Funding Types</b>	Fixed Route Bus: 5307, 5309, 5310, 5339(a), 5339(b), 5339(c) Demand Response: 5307		
<b>Modes of Service Provided by the Transit Agency (Directly operated or contracted service)</b>	Fixed Route Bus, Demand Response, Vanpool, Commuter Rail		
<b>Does the agency provide transit services on behalf of another transit agency or entity?</b>	Yes	<b>Description of Arrangement(s)</b>	Negotiated contracts. The Buyer (city of Round Rock, Texas) pays the Seller (CapMetro) a negotiated fixed rate per unit of service. The Buyer (city of Georgetown, TX) pays the Seller (CapMetro) a negotiated fixed rate per unit of service.
<b>Name and Address of Transit Agencies or Entities for which service is provided</b>	City of Round Rock Administration Department 221 East Main Street Round Rock, TX 78664  City of Georgetown 808 Martin Luther King Jr. St. Georgetown, Texas 78626		

## II. Plan Development, Approval, and Updates

<b>Name of Entity that Drafted this Plan</b>	Capital Metropolitan Transportation Authority (CapMetro)	
<b>Approval by the Joint Labor/Management Safety Committee (Co-Chairs)</b>	<b>Signatures of Joint Labor/Management Safety Committee Co-Chairs</b>	<b>Date of Signature(s)</b>
	Brent Payne	
	Gardner Tabon	
<b>Signature by the Accountable Executive</b>	<b>Signature of Accountable Executive</b>	<b>Date of Signature</b>
	Dottie Watkins	
<b>Approval by the Board of Directors (Board Chairman)</b>	<b>Name of Individual/Entity That Approved This Plan</b>	<b>Date of Signature</b>
	Jeffery Travillion	
	<b>Relevant Documentation (title and location)</b>	
<b>Certification of Compliance</b>	<b>Name of Individual/Entity That Certified This Plan</b>	<b>Date of Certification</b>
	Gardner Tabon	
	<b>Relevant Documentation (title and location)</b>	

<b>Annual Review and Update of the Public Transportation Agency Safety Plan</b>
<i>Describe the process and timeline for conducting an annual review and update of the PTASP.</i>
<p>CapMetro will conduct continuous and ongoing review of the PTASP components prior to the recertification due date. The following activities will take place during each annual PTASP review:</p> <ul style="list-style-type: none"> <li>• <b>Performance Targets:</b> CapMetro’s Joint Health and Safety Committee (JHSC) Bus-Demand Response will review performance targets and goals monthly; including but not limited to leading and lagging indicators. The Safety Management Systems Committee (SMSC), which will meet to review agency progress toward meeting safety performance targets and review JHSC recommendations, will work with the JHSC if necessary, to adjust or revise recommendations before presenting them to the Joint Labor and Management Safety Committee (JLMSC) for review and approval.</li> <li>• <b>Hazard Assessment, Risk, and Mitigation:</b> CapMetro will review its identified safety hazards, risks, and mitigations to ensure they reflect the current safety concerns faced by the agency on a recurring basis.</li> <li>• <b>Trainings:</b> CapMetro will periodically update required trainings for agency staff and personnel. These trainings will reflect relevant safety concerns identified through evaluation of agency performance targets by the JHSC, the SMSC, and the JLMSC.</li> <li>• <b>Executives, Management, and Staff:</b> CapMetro will provide a list of executives, management, and staff that comprise the JHSC, SMSC, and the JLMSC, as these committees are responsible for overseeing the safety plan’s development and implementation. Any changes to staff, management, and executives who sit on the JHSC, the SMSC, or the JLMSC will also be annually updated.</li> </ul>

Finally, CapMetro will review the PTASP annually in conjunction with the JLMSC, and update the PTASP as necessary to incorporate any significant changes that are made to the activities, information, or processes required by Part 673. All updates to the PTASP will be first reviewed and approved by the JLMSC, signed by the Accountable Executive, and then approved by the CapMetro Board of Directors. The Chief Safety Officer will sign certifying compliance with 49 CFR 673. CapMetro will certify that the updates to the PTASP comply with Part 673 on an annual basis.

### III. Safety Performance Targets

<b>Safety Performance Targets</b>							
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. (Based on last 3 fiscal years average.)</i>							
<p>To capture the broad and varied nature of public transportation, the FTA relies on measures that can be applied to all modes of public transportation and are based on data that is now generally collected in the National Transit Database (<b>NTD</b>). The FTA’s safety performance measures improve transit safety performance by reducing safety events, fatalities, and injuries. The safety performance measures selected by the FTA are intended to provide “state of the industry” high-level measures and help focus individual agencies on developing specific performance indicators and measurable targets relevant to their operations.</p> <p>CapMetro’s PTASP must establish seven mode-specific safety performance targets based on the S&amp;S-40 (Major) form excluding security events:</p> <ol style="list-style-type: none"> <li>1. <b>Fatalities:</b> Total number of reportable fatalities and rate per total Vehicle Revenue Miles (VRM).</li> <li>2. <b>Injuries:</b> Total number of reportable injuries to NTD and rate per total VRM.</li> <li>3. <b>Safety Events:</b> Total number of reportable events and rate per total VRM, and</li> <li>4. <b>System Reliability:</b> Mean distance between mechanical failures by mode.</li> </ol>							
Mode of Transit Service	Fatalities (per 100k VRM)	Fatalities (Total)	Injuries (per 100k VRM)	Injuries (Total)	Safety Events (per 100k VRM)	Safety Events (Total)	System Reliability (miles between major failures )
Fixed Route Bus	0.00	1	0.36	53	0.54	79	5,500 miles between road calls
Demand Response	0.00	0	0.20	10	0.32	16	20,000 miles between road calls
Vanpool	0.00	0	0.03	1	0.11	3	233,000



## IV. Safety Management Policy

<p><b>Safety Management Policy</b> <i>Include the written statement of safety management policy, incorporating safety objectives.</i></p>
<p>Safety is a core value at CapMetro. CapMetro is committed to developing, implementing, and improving strategies, management systems and processes to ensure that all CapMetro systems uphold the highest level of safety performance and meet regulatory standards. <i>CapMetro dedicates resources such as people and funding to support the commitment to safety. All levels of management, employees and service providers are accountable for meeting this commitment.</i> CapMetro’s commitment is to:</p> <ul style="list-style-type: none"><li>• Develop and create a safety culture in all CapMetro transportation systems that recognizes the importance and value of effective safety management and acknowledges at all times that safety is important;</li><li>• Clearly define for all staff their accountabilities and responsibilities for the development and delivery of safety strategy and performance;</li><li>• Minimize the risks associated with all modes of transportation to a point that is as low as reasonably practicable/achievable;</li><li>• Actively develop and improve CapMetro safety processes to conform to or above regulatory standards;</li><li>• Ensure that all staff are provided with adequate and appropriate safety information and training;</li><li>• Establish and measure CapMetro safety performance against realistic goals and objectives;</li><li>• Continually improve safety performance;</li><li>• Conduct safety audits to ensure relevant action is taken to minimize risks and hazards; and</li><li>• Ensure that the application of effective safety management systems is integral to all applicable modes of transportation, with the objective of achieving the highest levels of safety standards and performance.</li></ul>
<p><b>Safety Management Policy Communication</b> <i>Describe how the safety management policy is communicated throughout the agency’s organization. Include dates where applicable.</i></p>
<p>Safety Management Policy is the foundation of CapMetro’s Safety Management Systems (SMS). When the policy has been approved and promulgated at CapMetro, the legal team will distribute it via e-mail to ensure all are aware of CapMetro’s commitment to SMS. The CapMetro Safety Management Policy Statement will then be added to the <a href="#">policy matrix</a> on SharePoint where it can be viewed by all CapMetro employees.</p> <p>CapMetro has developed a Safety Management Policy that complies with SMS requirements. The Safety Management Policy Statement is communicated throughout the organization with visible endorsement by CapMetro’s President &amp; CEO. The SMS communication channels have been established through the various safety committees: JLMSC, SMSC, and JHSC. These safety committees work collaboratively with management to establish a risk aware culture throughout the agency. CapMetro will also include managers and leaders in efforts to communicate the policy to avoid mixed messages or misunderstanding.</p> <p>CapMetro will adopt a combination of the following methods among others to communicate the Safety Management Policy across the agency:</p>

- *Posters*: design posters for the Safety Management Policy in a readable and easy to understand format. They will be placed at employee work areas and shared with CapMetro service providers.
- *Videos*: develop videos to introduce and explain the Safety Management Policy. The videos can be played at safety meetings, new employee orientations, and on designated TV monitors throughout our facilities (Timepoint TV).
- *Email Messages*: distribute information about Safety Management Policy through all-staff emails and inform service providers to share the messages with their staff as well.
- *Training Materials*: create Safety Management Policy training material, to be shared at new employee orientation, distributed to existing employees via email, and reviewed with employees during employee safety meetings.
- *Job or Position Descriptions*: either add reference or tweak the existing job or position description to include Safety Management Policy to reinforce the importance of compliance.
- *Special Sessions*: conduct special sessions with Board of Directors to review the Safety Management Policy and discuss SMS implementation.

*Safety Meetings*: Fixed Route and Demand Response transportation services mandate monthly safety meetings for all drivers, technicians, and supervisors. These gatherings serve as a consistent platform for communicating the importance and details of the Safety Management System (SMS), emphasizing each individual's role and responsibilities within this framework.

CapMetro will ensure that communications about Safety Management Policy includes realistic expectations. For instance, before distributing any information about the Safety Management Policy, CapMetro would consider if the language in the document portrays what the agency thinks it means to all intended audiences, as well as if the agency is able to consistently deliver the outcomes as promised. CapMetro will ensure the ability to demonstrate the communication effort through documentation and recordkeeping.

**Authorities, Accountabilities, and Responsibilities**

*Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).*

<p><b>Accountable Executive</b></p>	<p>CapMetro identified its President &amp; CEO as the SMS Accountable Executive and the President &amp; CEO has approved the Safety Management Policy. The President &amp; CEO is accountable for ensuring that the agency's SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the agency's SMS. The President &amp; CEO's responsibilities as the Accountable Executive include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Championing safety for the agency and drive decision-making.</li> <li>• Authorizing policy and resource decisions and determining the organization's priorities; and</li> <li>• Promoting open lines of communication about risks across organizational business units.</li> </ul> <p>The President &amp; CEO may delegate specific responsibilities, but the ultimate accountability for CapMetro's safety performance always rests with the President &amp; CEO.</p>
<p><b>Chief Safety Officer</b></p>	<p>The President &amp; CEO of CapMetro (Accountable Executive) has designated the EVP, Systemwide Accessibility &amp; Chief Safety Officer as the Chief</p>

	<p>Safety Officer (CSO) and. The CSO has the authority and responsibility for day-to-day implementation and operation of CapMetro’s SMS. The CSO will hold a direct line of reporting to the CEO and is responsible for oversight of CapMetro’s safety function and management of the SMS function during SMS implementation.</p> <p>Responsibilities of the CSO/SMS Executive will include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Collection and analysis of safety information,</li> <li>• Hazard identification and safety risk evaluation activities,</li> <li>• Monitoring safety risk mitigations,</li> <li>• Providing periodic reports on safety performance,</li> <li>• Advising senior management on safety matters,</li> <li>• Briefing the President &amp; CEO and Board of Directors on SMS implementation progress,</li> <li>• Maintaining safety management documentation, and</li> <li>• Planning and organizing safety training.</li> </ul>
<p><b>Agency Leadership and Executive Management</b></p>	<p>Other than the Accountable Executive and CSO/ SMS Executive, other executives have safety requirements in the performance management plans and responsibilities under the Strategic Plan.</p>
<p><b>Safety Committees</b></p>	<p>CapMetro designates safety committees with subject matter responsibilities for specific areas. The committees include appropriate representatives from various departments who work collaboratively on all safety-related items and system changes. They are also used to elevate issues to the executive level. See Appendix A for CapMetro Safety Committees flowchart.</p> <p>Safety committees within CapMetro consist of:</p> <ul style="list-style-type: none"> <li>• Joint Labor-Management Safety Committee (JLMSC)</li> <li>• Safety Management Systems Committee (SMSC)</li> <li>• Joint Health and Safety Committee: Bus/Demand Response (JHSC)</li> <li>• Security Committee <ul style="list-style-type: none"> <li>○ Bus Operator Assault Working Group</li> </ul> </li> </ul>
<p><b>Employee Safety Reporting Program</b> <i>Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).</i></p>	
<p>Employee Safety Reporting System (ESRS) CapMetro’s Employee Safety Reporting System is a confidential, non-retaliatory, and non-punitive reporting system that allows all employees and contract support to report workplace safety concerns and unsafe employee behaviors. There are multiple options available to all direct and service provider employees who seek to report safety concerns at CapMetro. Employees may call a safety reporting hotline, which provides an opportunity to leave an anonymous report. Employees can also provide a written report of the concern. Employees can provide their contact information if they wish to be kept updated on how the issue was addressed. These messages are reviewed by CapMetro Safety Department staff within 48 business hours.</p>	

The link to the ESRS is: <https://app.capmetro.org/safety>

The number for the Safety Reporting Hotline is: 512-852-SAFE (7233)

The primary gateway, however, to the ESRS is through an online web form that is available to employees and contractors through the CapMetro intranet site. This online web form is designed to be anonymous but provides employees with the opportunity to be contacted via email or phone.

#### WHAT TO REPORT AND WHAT NOT TO REPORT

##### *ESRS*

ESRS reports can include any safety concern that is reported by any direct or service provider employee. While it is primarily designed to capture non-close-call safety events/concerns, it can also be used for this type of reporting.

##### *Close-Call Reporting*

All employees can report “close-call events” (also called “near miss”) through the ESRS, which are defined as events that could have resulted in personal injury, property damage, or environmental damage, but did not.

##### *Fixed Route Bus*

All fixed route buses are equipped with an OrbStar mobile data terminal. This system allows for the reporting of the following five (5) pre-set categories of close call: pedestrian/bicycle, fixed object, vehicle, scooter, and other. When a close-call event occurs, the vehicle operator presses the appropriate button, and a record is created in the OrbCAD database. This record contains the type of close call, the location and time of the incident, route number and transit vehicle number. The radio controller follows up with the vehicle operator who experienced the close-call and documents the close-call event, gathering further details. This information is then added to the record.

##### *Demand Response*

No automated onboard reporting system currently exists for reporting close-call events experienced by demand response vehicle operators. Close-calls/near misses and all other safety issues are reported via radio or text transmission by demand response vehicle operators in real time. These items are communicated to operations by the Demand Response Control Center into Everbridge. From there each event is logged for further evaluation. These evaluations encompass a series of procedures like a site evaluation with photographs and site diagrams, customer re-evaluation, mobility aid assessment, etc. The outcome of the evaluation is logged into the event log, customer account, location file and Trapeze.

*Front-line Feedback* is to provide a resource path for operators to report service and safety concerns they see while on the road and to enable efficient and effective responses. The *Front-line Feedback* does not replace the comprehensive event processes and procedures of the Emergency Notifications and/or the Employee Safety Reporting Process. All staff should be trained and tested in these comprehensive procedures established.

## PROTOCOL FOR DEALING WITH REPORTED ISSUES

### *ESRS*

Safety issues that are submitted via the ESRS hotline are entered into the online form by CapMetro safety staff, where all issues are compiled into a web database. CapMetro safety staff reviews all safety issues, and places each into one of the following categories: Equipment Hazard, Facility Hazard, Personnel Hazard, Route Hazard, Yard Hazard, or Other.

CapMetro safety staff then assigns an individual or organization that is responsible for addressing the reported issue. This responsible party can either be a direct or service provider employee(s) or could be a partner agency like the City of Austin. Some issues may be added to CapMetro's Risk Register and tracked until mitigations are in place.

### *Close-Call Reporting*

#### *Fixed Route Bus*

The fixed route service provider should send all safety issues to CapMetro safety staff, who manually enter these issues into a master database containing all close-call events from OrbCAD and any other source.

#### *Demand Response*

Once demand response operators report close-call events, they are sent to CapMetro safety staff where they were combined with Fixed Route bus close-call events in the master database.

Reported safety issues are analyzed, acted upon and resolved using a multidisciplinary and/or cross functional approach.

## EMPLOYEE FEEDBACK

### *ESRS*

Individuals reporting issues through the ESRS have the option to receive updates on the status of their concerns by providing their contact information. Individuals can provide either a phone number or email address and the user will be contacted as requested or upon resolution of the report.

The goal is to have the issue resolved as soon as practicable of the initial report date. The issue remains open until it is resolved, at which time it is closed. The CapMetro safety committees also periodically review the ESRS data for trends and communicates these to all employees through various communication channels.

### *Close-Call Reporting*

CapMetro does not have a formal process for providing employee or service providers' feedback regarding close-call events. Close-call reports are reviewed on a case-by-case basis, to determine if follow up discussions with CapMetro or service provider representatives need to occur.

## BEHAVIORS NOT EXEMPT FROM DISCIPLINARY ACTION

The ESRS (including the close-call reporting system) is designed to be non-punitive. However, there are instances where reported behaviors are not exempt from disciplinary actions. These actions are evaluated by CapMetro safety staff, who may determine that the behavior violates existing CapMetro policies or law. If this determination is made, disciplinary action may be taken against the

policy violators. To ensure compliance, the Safety Management Systems Committee will conduct safety assurance activities as it relates to adherence to the CapMetro Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion and its subcomponents.

If and when it is determined that disciplinary action is necessary, the process outlined in CapMetro Disciplinary Policy HCR-516, which defines a company-wide process for consistent actions for discipline, corrective action and development of employees, is followed. If disciplinary action is necessary for a service provider employee, the service provider's disciplinary policy applies.

#### COLLABORATION WITH LABOR UNIONS

Union members are invited to all CapMetro Safety Meetings in which safety concerns and/or issues are reviewed and/or discussed.

## V. Safety Risk Management

### **Safety Risk Management Process**

*Describe the Safety Risk Management process, including:*

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary because of safety risk assessment.*

### **SAFETY HAZARD IDENTIFICATION**

#### CapMetro Safety Hazard Identification Process

CapMetro has an established program for hazard identification and analysis to identify and address hazards before they escalate into incidents or accidents. The existing hazard identification sources include:

- Employee Safety Reporting System
- Quality Assurance/Quality Control Inspections
- Internal Audits
- Accident Reporting and Review
- Safety Committee Reviews
- Safety Risk Register
- Customer and Community Feedback
- Inertia-Based Camera Systems (On-Board Monitoring System)
- National Transit Database

The reporting methods include hotlines, web-based reporting systems, form-based reporting systems, and direct reporting to management. The CapMetro ESRS is applicable to both direct and service provider employees. To increase participation from all employees and service providers, CapMetro has developed a communication plan for ESRS.

The service providers also conduct routine inspections of vehicles, facilities, and equipment to identify safety issues that can be addressed. Much of this process is outlined in the scope of services in their contracts. Additionally, service providers conduct monthly safety meetings and CapMetro may send a representative to attend.

CapMetro has implemented a Safety Risk Register that is reviewed and discussed with the safety committees to track identified hazards to resolution. The Safety Risk Register provides system safety progress visibility, and derived system safety requirement traceability for use in progress reports and system safety working group meetings. It is used to track each hazard to closure. Each Safety Risk Register contains at a minimum:

- Hazard Number
- Date Identified
- Description of Hazard (including failure effect)
- Initial Hazard Assessment (Severity + Probability = Risk)
- Recommendation(s) for Corrective Action

- Responsible Person/Department
- Proposed Closure Date
- Final Hazard Assessment (Severity + Probability = Risk)
- Status

The Safety Risk Register is first analyzed by the CapMetro safety department and then at the JHSC. Safety Risk Register items are further reviewed and discussed at the SMSC and JLMSC. This process is documented in the safety committee charters.

As appropriate, subject matter experts from relevant departments are involved in CapMetro’s hazard analysis. The SMSC includes representatives from across the organization that are involved in the hazard analysis. Subject matter experts from CapMetro and the CapMetro service providers participate and collaborate in the analysis of identified hazards.

When analyzing hazards, CapMetro considers human factors, environment, equipment, supervision, and organizational elements. All safety hazards are categorized to identify the causal factors. These factors may include route hazards, personnel hazards, and so on. CapMetro also implemented equipment/facility inspection process to track, identify and address the environmental concerns and organizational hazards that may exist.

## SAFETY RISK ASSESSMENT

### CapMetro Safety Risk Assessment Process

CapMetro has developed and adopted safety risk matrices for probability and severity, as well as evaluated safety risks associated with service delivery operations. Safety hazards are prioritized according to the severity categories in Table 1. CapMetro has also established criteria for the elevation of evaluated safety risks to the JLMSC. This committee routinely reviews the Safety Risk Register and other safety data reports.

To determine the appropriate severity category for a given hazard, CapMetro will identify the potential for death or injury, environmental impact, or monetary loss. A given hazard may have the potential to affect one or all areas.

Items with a risk assessment category of a low or medium can be addressed in local safety committees of each mode. Items that have been assigned a risk assessment category of serious or high must be submitted for review to the JHSC and SMSC. If an item is still determined to meet the risk assessment category of High, senior leadership must be immediately notified.

**Table 1. Severity Categories**

SEVERITY CATEGORIES		
Description	Severity Category	Mishap Result Criteria
<b>Catastrophic</b>	<b>1</b>	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
<b>Critical</b>	<b>2</b>	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least



		three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.
<b>Marginal</b>	<b>3</b>	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K but less than \$1M.
<b>Negligible</b>	<b>4</b>	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than \$100K.

CapMetro also assesses the probability of an occurrence of a mishap using the guidance shown in Table 2. Probability Level F is used to document cases where the hazard is no longer present. No amount of doctrine, training, warning, caution, or Personal Protective Equipment (PPE) can move a mishap probability to Level F.

**Table 2. Probability Levels**

<b>PROBABILITY LEVELS</b>			
<b>Description</b>	<b>Level</b>	<b>Specific Individual Item</b>	<b>Fleet or Inventory</b>
<b>Frequent</b>	<b>A</b>	Likely to occur often in the life of an item.	Continuously experienced.
<b>Probable</b>	<b>B</b>	Will occur several times in the life of an item.	Will occur frequently.
<b>Occasional</b>	<b>C</b>	Likely to occur sometime in the life of an item.	Will occur several times.
<b>Remote</b>	<b>D</b>	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
<b>Improbable</b>	<b>E</b>	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
<b>Eliminated</b>	<b>F</b>	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

Assessed risks are expressed as a Risk Assessment Code (RAC) which is a combination of one severity category and one probability level. For example, a RAC of 1A is the combination of a Catastrophic severity category and a Frequent probability level. Table 3 assigns a risk level of High, Serious, Medium, or Low for each RAC.

**Table 3. Risk Assessment Matrix**

SEVERITY \ PROBABILITY	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	Serious	Medium
Probable (B)	High	High	Serious	Medium
Occasional (C)	High	Serious	Medium	Low
Remote (D)	Serious	Medium	Medium	Low
Improbable (E)	Medium	Medium	Medium	Low
Eliminated (F)	Eliminated			

High = Hazard must be mitigated  
 Serious = Hazard should be mitigated, to extent practicable  
 Medium = Hazard is acceptable, with management review  
 Low = Hazard is acceptable

### SAFETY RISK MITIGATION

#### CapMetro Safety Risk Mitigation Process

The CapMetro safety committees review the Safety Risk Register and determine mitigation strategies based on the result of the safety risk assessment process. Mitigations can reduce risk by reducing likelihood and/or severity. Risks that cannot be mitigated by the corresponding JHSC are taken to the SMSC and JLMSC for review and either acceptance or further mitigation. The SMSC also utilizes the Safety Risk Register to monitor corrective actions, track the effectiveness of mitigation measures implemented, and to ensure hazards and findings (e.g., audit findings) are suitably addressed.

## VI. Safety Assurance

<b>Safety Performance Monitoring and Measurement</b>
<i>Describe activities to monitor the system for compliance with procedures for operations and maintenance.</i>
<p>CapMetro requires their service providers to provide various plans, which CapMetro uses to monitor for compliance with operations and maintenance procedures. The <b>Performance Monitoring Plan</b> includes details on daily operations management, training program assessment, quality assurance inspections, and service audits. The plan includes the methods the service provider will use to identify metrics and goals, the process to measure performance success, the frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to CapMetro. The Performance Monitoring Plan must be approved by CapMetro prior to the start of service and is reviewed annually. The <b>Vehicle Maintenance Plan</b> describes how the service provider will meet the requirements of the CapMetro Maintenance Program. This plan includes detailed descriptions of work that the service provider will undertake to ensure that they meet the requirements of the program. The Vehicle Maintenance Plan must also be approved by CapMetro prior to the start of service and is reviewed annually. Additionally, service providers could be required to submit their own <b>Agency Safety Plan</b> and a <b>Training Plan</b>, which CapMetro may review and approve prior to implementation.</p> <p>CapMetro staff periodically ride in service provider-operated vehicles to ensure compliance with contract requirements. CapMetro staff also periodically conduct audits of the service provider's vehicle files, archived data, and service yards.</p> <p>Service providers are required to establish a program for analysis of operations, customer service, safety, maintenance, and other data required by CapMetro. The service provider must perform data analytics to draw conclusions about the information contained in the data for the purposes of continuous improvement of processes and procedures. The service provider submits reports that summarize the data analysis and analytics, which CapMetro staff review.</p> <p>CapMetro monitors systems for compliance and ensures sufficiency of operations and maintenance procedures. Other activities undertaken for monitoring safety include:</p> <ul style="list-style-type: none"><li>• Record and track safety concerns in the Safety Risk Register</li><li>• Monitor and evaluate safety data including accidents, incidents, and occurrences</li><li>• Monitor and evaluate concerns in the Employee Safety Reporting Program which includes the ERS and Close-Call data</li></ul> <p>Non-compliance is addressed through training, coaching, and management oversight. Any insufficient procedures are addressed through Safety Risk Management (SRM) activities.</p> <p>CapMetro's JHSC – Bus and Demand Response is responsible for ongoing safety assurance by monitoring and making recommendations to the SMSC. The SMSC will work with the JHSC, if necessary, to adjust or revise recommendations before presenting them to the JLMSC for review and/or approval.</p>

*Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.*

CapMetro monitors operations to identify safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. CapMetro tracks both lagging and leading indicators of safety performance for safety risk mitigation monitoring. If ineffective, CapMetro re-analyzes the hazards and consequences the mitigation was intended to address through SRM. If inappropriate, CapMetro identifies new mitigation options. If not implemented as intended, CapMetro considers alternative mitigations or alternative approaches to implementation. Safety data is used to inform the safety committees if strategies implemented achieved the desired results. The Safety Risk Register is used as a way to track safety concerns. Concerns remain on the Safety Risk Register until the committee(s) decides that the issue has been reduced to the lowest practicable level of safety risk.

Performance measures and metrics are included in service providers' contracts to help ensure provision of the highest level of service possible. CapMetro monitors the service providers, reviewing its performance to ensure adherence to all performance measures and metrics. Should the service provider fall short of acceptable standards, punitive action may be taken. In these cases, the service provider is required to submit detailed Action Plans to address any performance indicators that don't meet the standard. CapMetro meets with the service providers to consider its input on performance goal adjustments.

Biennially, CapMetro conducts surveys of service provider employees to gain insight into overall management of CapMetro operations and to help identify and mitigate issues that may prove detrimental to operations.

The results of all CapMetro audits are rated and recorded with deficiencies necessitating a written response from the service provider.

Bus service is monitored and measured using a CAD/AVL system, OrbCAD, Trapeze and other system reports, which are reviewed by CapMetro regularly. Demand Response service is monitored using the Trapeze PASS operating software. Demand Response Pickup service is monitored using the VIA software.

*Describe activities to conduct investigations of safety events to identify causal factors.*

CapMetro and its service providers conduct investigations of accidents, incidents, and occurrences to identify causal factors. The factors include but are not limited to rule violations and technical failures. Identification of causal factors helps to reveal hazards that could be addressed through SRM.

*Describe activities to monitor information reported through internal safety reporting programs.*

CapMetro and its service providers monitor information reported through all internal safety reporting programs which includes the Employee Safety Reporting System, close call/near miss system, accident and incident reporting, hazard logs, etc.

CapMetro developed the Accident Definitions and Criteria for a Monthly Reporting Policy which was updated in June 2016. It defines the responsibilities for the monthly reporting (see Table 4). The monthly collision/accident reports with specific goals for the year act as the major safety performance monitoring and measurement activity. The Monthly Safety Report compares 13 months of data for

vehicle collisions, preventable vehicle collisions, passenger injuries, etc. for all services offered by CapMetro. Organization-wide as well as individual service provider specific targets are established and updated every year.

**Table 4. CapMetro Monthly Reporting Responsibilities**

Office of Safety, Occupational Health & Accessible Services	<ul style="list-style-type: none"> <li>• Capture accident/incident data in a comprehensive database.</li> <li>• Prepare monthly safety report that documents the frequency, trends of accidents, along with leading and lagging indicators for CapMetro services.</li> <li>• Classify accidents/incidents according to the definitions in the policy and make initial accident severity classification.</li> <li>• Conduct periodic analysis of vehicle collisions, passenger injuries, employee injuries and occurrences to identify trends.</li> <li>• Review monthly accident statistics and trends to identify and implement measures to improve safety and prevent reoccurrences.</li> </ul>
Bus Operations and Demand Response Services Departments	<ul style="list-style-type: none"> <li>• Ensure that contracts for bus and demand response services include accident reduction goals with incentives or penalties linked to achievement of the goals.</li> <li>• Ensure that contracts for bus and demand response services include a requirement to rule on the preventability of vehicle accidents and passenger accidents as defined in this policy in accordance with National Safety Council standards.</li> <li>• Review accident rulings on a monthly basis.</li> </ul>
Safety Committee Process (JHSC, SMSC, and LMSC)	<ul style="list-style-type: none"> <li>• Review accident trend reports to develop hazard reduction measures and lessons learned.</li> </ul>

**Management of Change**

*Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.*

Changes in Bus Operations and Demand Response occur with equipment, environment, policies, procedures, schedules, and routes. An essential process is to identify where changes may come from, list them, and ensure that the proper communication takes place. Changes are then evaluated to determine the impact on CapMetro’s safety performance and evaluated through CapMetro’s SRM process whenever appropriate.

As these changes occur, impacted departments and resident experts assess how these changes will impact safety by asking: What could go wrong? What would be the consequences? How often is it likely to occur?

Other departments are asked to collaborate in the assessment where appropriate. External changes may require collaboration with city or other agencies to assess impact on safety.

CapMetro will also manage change to our services, facilities, vehicles, and employees via the safety committee process. Any change that has the potential to impact safety will first be addressed by the JHSC for initial review. Recommendations for managing the change in question will then be forwarded to the SMSC for consideration and then to the LMSC for final input and review.

Depending on scale, changes may also go through the Safety and Security Certification Process which CapMetro has implemented. The goal of this process is to identify and manage any conditions that may potentially result in harm. Key features of this process include: 1) development of a policy formalizing management risk acceptance practices for activities that affect the safety and security of the operational system, 2) implementation of a dedicated program of hazard and vulnerability analysis and tracking, 3) implementation of a dedicated program of review to verify that safety and security requirements are included in project specifications, and 4) implementation of a dedicated program of testing and evaluation, to verify that safety and security-critical elements comply with contract specifications. The application of this process helps inform decision-making at all levels. This certification process is overseen by the Safety and Security Certification Committee, which is comprised of senior management personnel and their designees. Periodically, the SMSC audits the SSCP to ensure that it is working in the intended manner.

CapMetro Facility Management has also adopted a dedicated process for managing change that might affect operation. This process is under the responsibility of the Vice President of Property and Asset Management and is outlined in the CapMetro Facility Programming Study and Master Plan.

### **Continuous Improvement**

*Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.*

Bus Operations and Demand Response continuously review data and performance reports at a minimum of once a month that include a focus on goals and targets that are not being met. Corrective Action Plans are implemented based on trends and data identified as negatively affecting the goals. The Corrective Action Plan tracks progress using established measures that are reviewed at set frequencies (weekly, biweekly, or monthly). Data sources include, but not limited to, accidents, collisions, injuries, and ESRS. The information is reviewed monthly or more frequently with internal stakeholders and with our service providers. Assessments are completed with the focus on identifying root causes and opportunities to improve safety and reducing risk.

The Office of Safety, Occupational Health & Accessible Services staff at CapMetro have an ongoing and periodic evaluation of the SMS to effectively and efficiently meet safety objectives (CapMetro Safety Management Policy Statement) and performance targets. Refer to CapMetro's Strategic Plan, Strategic Vision Alignment, and the public facing dashboard to see how continuous improvement is stressed prioritized in the organization.

CapMetro will endeavor to continuously improve the safety of our services, vehicles, facilities and employees. In part, this is done via our safety committee process where opportunities for improvement will be identified through a variety of channels and addressed by the JHSC's, followed by review by the SMSC and finally by the LMSC. The channels for identification of these improvements

include the Employee Safety Reporting Program (ESRP), Safety Data, field observations, employee and customer input, industry studies, and best practices.

Besides the safety objectives and safety performance targets, CapMetro may also monitor safety performance based on:

- Key sources of safety information. CapMetro has abundant data sources of safety information, specifically the Employee Safety Reporting System and Close Call Reporting.
- Key areas of safety risk. CapMetro identifies and emphasizes the areas with higher/more severe safety risk.
- Performance of key safety processes or activities. CapMetro monitors key safety processes and activities such as the ESRP, service delivery activities, and staff safety trainings.

Related lessons learned are incorporated into organizational policies and procedures.

The Risk Appetite Statement was developed internally at CapMetro. It is based on the Enterprise Risk Management process. When a change is made, an entry is made in the Risk Register. The project manager has to rate the risk, treat the risk, and come to a complete and final resolution.

The Joint Labor and Management Safety Committee(JLMSC) and other safety committees review the overall safety performance quarterly. They review and analyze safety performance statistics and make recommendations for needed changes. The Accountable Executive (CapMetro CEO) acts to address inadequate safety performance based on the information generated from the safety performance assessments. Under the direction of the Accountable Executive, CapMetro will address any identified safety deficiencies found in the SMS or other agency processes and activities in a timely manner. The plan to address identified safety deficiencies will include but not be limited to:

- Addressing underlying hazards and potential consequences through the safety committee process
- Data collection or analysis techniques to better understand the root causes of identified issues
- Testing and evaluating new approaches to SMS processes

As part of the existing effort for improvement, CapMetro has participated in the American Public Transportation Association (APTA) Safety Audit Peer Review Program for the past several years and has adopted the recommendations from the program. CapMetro has and will continue to reach out to peer agencies to gather information on effective safety practices that could be incorporated into the SMS.

All safety performance documents along with the management of change and continuous performance documents will be stored on CapMetro's web based collaborative platform known as SharePoint. In addition, audits will be performed by the Operations Management Oversight department. The Joint Health and Safety Committee (JHSC) for bus and Demand Response and the Safety Management Systems Committee (SMSC) will oversee and review this process.

## VII. Safety Promotion

### **Competencies and Training**

*Describe the safety training program for all agency employees and contracted service provider directly responsible for safety.*

This section describes the safety training activities conducted by both CapMetro and CapMetro service providers.

#### CapMetro

CapMetro has developed and implemented an expansive safety training program for employees across the organization, including customized training for safety committee members, the operations and maintenance personnel and personnel directly responsible for safety key safety personnel. The following are a few examples of training courses provided.

*De-escalation Training.* The focus of this training is to provide transit bus operators the knowledge and skills needed to reduce the likelihood of assault incidents during revenue service. Prevention methods covered include: defining assault, discussing the types of incidents that could be considered assault, and recognizing key vulnerability factors. Prevention strategies focus on communication and response skills, and the value of reporting incidents.

*SMS Awareness.* The focus of this Transportation Safety Institute web course is to introduce the participant to Safety Management Systems (SMS), describe the four components of FTA's SMS Framework, and identify the importance of Employee Safety Reporting Systems to the success of SMS.

*OSHA Training.* This 10-hour session focuses on several items including: Recognizing, avoiding, abating and preventing safety and health hazards in workplaces; Recognizing types of hazards that require PPE; Identifying, describing and protecting oneself and others from the Four Focus Hazards: Fall, Electrocutation, Caught-In or Between and Struck-By; and, Protecting oneself from Safety and Health Hazards.

*SMS Principles.* The focus of this training is to familiarize staff with Safety Management System (SMS) principles. Includes executive leadership and accountability for safety, creating a positive safety culture, preventive risk analysis and building an employee non-punitive safety reporting program.

*Transit Safety and Security Program (TSSP) Certification.* This training program provides a broad-based understanding of safety and security principles applicable to transit operations and management. The training also provides knowledge to develop and implement safety and security program plans.

*SMS Assurance Training.* The focus of this training is to provide individuals with the knowledge to help validate that the implemented safety risk mitigations are performing as intended. The primary methods taught in this class focus on effective monitoring techniques to assess individual performance to develop an aggregate view of organizational safety performance. The results serve as the source for safety performance data and predictive actions (s). The results also help identify any changes that may create new operational service delivery safety risks.



*ESRS Training.* The focus of this training is to provide guidance on how to report safety concerns via the Employee Safety Reporting System (ESRS).

CapMetro will continually assess the need to develop specific training protocols and require refresher training, as necessary, for any and all employees with safety related functions. These needs are reviewed periodically and addressed on a continuous basis.

CapMetro has developed a program to provide appropriate training to all employees that have a direct role in safety as determined by their respective job descriptions. This includes safety staff, safety committee members, and those that play a critical role in service delivery. We have also developed training protocols for rank and file employees to enhance their understanding of SMS as well as their role in safety.

All employees have safety related competencies in their job description and performance management plan. Refer to the Safety Management Policy for more details.

#### CapMetro Service Provider (Contractor) – Bus

Job-specific training programs enhance safety skills necessary for safe, secure, reliable service. The primary areas of focus for bus safety training are:

*General Safety.* The focus of this training is basic safety, as it relates to the provision of public transportation services. It is part of the employee onboarding process, with refresher courses required periodically. This training program also includes OSHA required courses, SMS Safety and Security course, hazard identification, and drug and alcohol training as well as fatigue management and the use of the inertia-based camera system for capturing near misses to identify and address unsafe driving behaviors.

*Vehicle Operations and Maintenance.* This training program includes training for vehicle operators and maintenance/facilities technicians and is focused on safe transit vehicle operations, including defensive driving. Operations staff is required to take refresher and post-accident retraining for vehicle operators and transportation management. All bus operators and supervisors involved with the public must receive training in emergency operations and participate in emergency readiness training and drills. A train-the-trainer course is also provided to all company Behind the Wheel driving instructors. Other training activities include the use of safety videos played continuously in the ready rooms, camera video recording counseling sessions, and individual counseling.

*Health and Wellness.* The focus of this training is on health and wellness, including ergonomics, back safety, exercise, nutrition, and sleep.

#### CapMetro Service Provider (Contractor) – Demand Response

The primary areas of focus for demand response safety training are:

*Workplace Safety.* The primary goal of workplace safety training is to give employees the information and skills necessary to perform their assigned tasks without endangering themselves or others. The training complies with current state and federal standards and covers potential safety and health hazards as well as safe work practices and procedures to eliminate or minimize hazards. Specific components of this training may include, but are not limited to, the following: Hazard Communications

Training, Personal Protective Equipment Training, Injury and illness prevention training; Blood Borne Pathogens Training, First Aid and CPR Training, Drug and Alcohol Abuse Policy Training, ADA Laws and Regulations Compliance Training, Hazard Identification and Resolution Training, Safety Management System Training, Accident/Incident/Near Miss Reporting Training, Security and Emergency Preparedness Training, Safety Rules and Compliance Program Training, and, lastly, Facility, Systems, and Equipment Maintenance.

Workplace safety training is part of the employee onboarding process, with refresher courses required periodically. The CapMetro MetroAccess Rider's Guide is taught to all demand response service provider employees and the procedures and guidelines listed in the Rider's Guide are followed as required by CapMetro. The workplace violence program is included in the service provider's Employee Dignity Policy and is distributed to all employees. Specific awareness training is included in orientation classes for new employees.

*Vehicle Operations and Maintenance.* The service provider develops, implements and maintains a formal training and retraining program for all vehicle operators, supervisors, dispatchers, and maintenance/facilities technicians on safe transit vehicle operations, including defensive driving, hazard reporting, and proper response to events. Operations staff is required to take Transit and Paratransit Company (TAPTCO) operator training, which includes Bus Operator Rules and Procedures and Supervisor Training. Vehicle maintenance staff is required to take Bus Maintenance Training. Operations staff is also required to take refresher and post-accident retraining for vehicle operators and transportation management.

*Health and Wellness.* The focus of this training is on health and wellness, including ergonomics, back safety, exercise, nutrition, and sleep.

All employees that work in safety sensitive positions will receive, at a minimum, instruction in the following areas: requirements of the Safety Plan and the four FTA MAP-21 SMS elements as it relates to transit employees; requirements of all Federal, State and Local law, codes, ordinances, and regulations as it relates to their positions; The safe operation of in-service vehicles and associated equipment, and On-Road Training and Wheelchair Lift Operation Training.

### **Safety Communication**

*Describe processes and activities to communicate safety and safety performance information throughout the organization.*

This section of the PTASP describes the methods used to communicate safety and safety performance information by both CapMetro and CapMetro service providers.

#### **CapMetro**

*Safety Information.* CapMetro communicates safety information, including information on hazards and safety risks relevant to employees' roles and responsibilities, internally via a variety of communication channels such as email, face to face meetings, newsletters, posters, videos, training materials, and message boards. CapMetro informs employees of safety actions taken in response to reports submitted through the ESRS where the employee has provided contact information for follow up.

*Safety Performance Information.* CapMetro communicates safety performance information internally through monthly accident statistic updates to the Board of Directors and Safety Committee

updates regarding accident and Safety Risk Register reviews. CapMetro conducts external safety reporting via our web-enabled dashboard, which provides accident statistics to external customers.

#### CapMetro Service Provider (Contractor) – Bus

*Safety Information.* The bus operations service provider communicates safety information internally through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications.

*Safety Performance Information.* The bus operators service provider communicates safety performance information internally through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications. The bus operations service provider communicates safety performance information externally through monthly team meetings with CapMetro.

#### CapMetro Service Provider (Contractor) & CapMetro Staff – Demand Response

*Safety Information.* The Demand Response Control Center is staffed by CapMetro staff and service provider employees. The Demand Response Control Center is the central point of communication for demand response operations including MetroAccess, Pickup and MetroBike. The Demand Response Control Center communicates safety information through memorandums distributed directly to employees, messages on the employee and/or passenger signboards, handouts, brochures, and other media.

*Safety Performance Information.* The CapMetro Demand Response staff communicates with operations service provider regarding safety performance information through safety calls with management staff, monthly and ad-hoc safety meetings. Service providers provide feedback and coaching sessions to vehicle operators, daily safety messages to vehicle operators, bulletin board postings, memos, and other written communications. The service provider communicates safety performance information externally through safety meetings with CapMetro.

## VIII. Infectious Diseases

### **Infectious Diseases**

*Include strategies to minimize the exposure of the public, personnel, and property to infectious diseases consistent with guidelines of the Centers for Disease Control and Prevention or a State health authority.*

There are several aspects of an infectious disease emergency that differentiate it from other emergencies and that require variation in widespread planning, response, and recovery. The intent of this section is to provide safety risk management strategies to minimize the exposure of the public, personnel, and property to infectious diseases consistent with guidelines of the Centers for Disease Control and Prevention or a State health authority; however, nothing in this document precludes the primary parties (CapMetro departments, management, employees, or key stakeholders) from modifying their actions to meet the unique conditions presented.

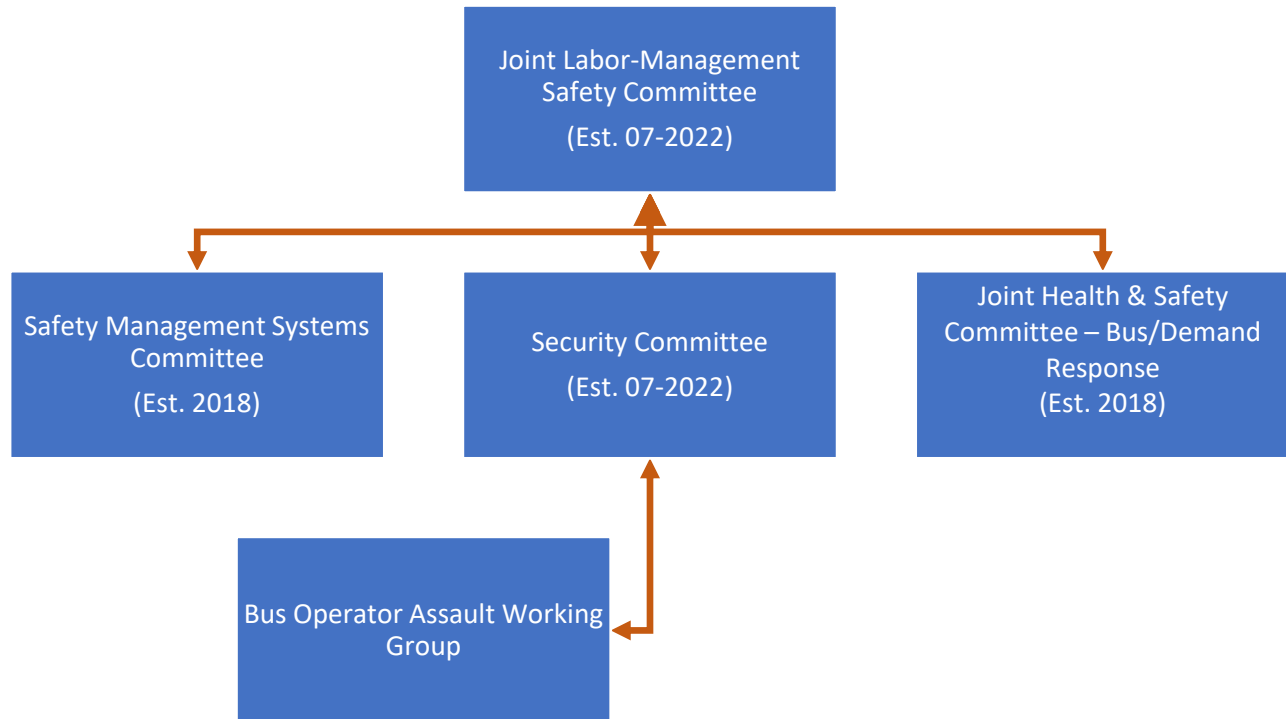
These unique actions and responses may be based on one or more of the following:

- a) The current threat of disease in the world, region, state, and local area
- b) The unique nature of the disease including the incidence, morbidity, and mortality of the disease
- c) The novel nature of the disease pathogen, particularly whether it mutates rapidly, has high virulence, and spreads easily from person-to-person
- d) Mandates and/or orders by federal, state, or local public health or public safety authorities

Key preparedness and safety risk management strategies include:

1. Coordinating with local and regional public health agencies to plan for surveillance, reporting, mass vaccination, antiviral/antibiotic distribution, isolation and quarantine, and implementation of disaster triage standards that direct resources to care for those with a potential for survival.
2. Monitoring disease burden among the local population to collect novel pathogen-related morbidity and mortality data that will be used to inform decision-making. This includes gathering real-time information from local, federal, and international public health partners, and monitoring the disease burden in the region when feasible.
3. Communicating to CapMetro stakeholders about the disease spread, what prevention actions individuals can take, and the operational status of the agency during various levels of the pandemic is essential. The agency will collaborate with local public health entities, as appropriate, to influence public behavior regarding basic infection-control measures such as handwashing or using sanitizing hand gel, maintaining respiratory etiquette, staying home when sick, and avoiding unnecessary contact with people who are ill.
4. Planning for business continuity by:
  - Determining essential staff and services in the event non-essential operations are suspended
  - Considering the provision of business continuance through technology when feasible
  - Determining operational function at low staffing levels
  - Implementing social distancing measures, when deemed necessary
  - Deciding when non-essential business travel to affected global areas is needed
5. Planning for recovery of operations so normal operations can be resumed when feasible.

## Appendix A: CapMetro Safety Committees (Information Flow)



## Appendix B: List of Acronyms and Abbreviations

Abbreviation	Definition
CapMetro	Capital Metropolitan Transportation Authority
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CSO	Chief Safety Officer
ESRS	Employee Safety Reporting System
EVP	Executive Vice President
FTA	Federal Transportation Administration
JHSC	Joint Health and Safety Committee
JLMSC	Joint Labor-Management Safety Committee
MAP-21	Moving Ahead for Progress in the 21st Century Act
NTD	National Transit Database
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SMP	Safety Management Policy
SMS	Safety Management Systems
SMSC	Safety Management Systems Committee
SRM	Safety Risk Management
SSC	Safety and Security Certification
VRM	Vehicle Revenue Miles

## Appendix C: Definitions

<b>Accident</b>	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
<b>Accountable Executive</b>	A single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
<b>Assault on a Transit Worker</b>	A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
<b>Chief Safety Officer (CSO)</b>	An adequately trained individual who has responsibility for safety and reports directly to the CEO, General Manager, President, or equivalent officer. A CSO may not serve in any other operational or maintenance capacity.
<b>Event</b>	An Accident, Incident, or Occurrence.
<b>Fatality</b>	A death that results from an event and that occurs within 30 days after the date of the event.
<b>Federal Transit Administration (FTA)</b>	An agency within the United States Department of Transportation.
<b>Hazard</b>	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
<b>Incident</b>	An event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
<b>Investigation</b>	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
<b>National Public Transportation Safety Plan</b>	The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 USC Chapter 53.
<b>Occurrence</b>	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a rail transit agency.
<b>Performance Measure</b>	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

<b>Performance Target</b>	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).
<b>Public Transportation Agency Safety Plan (PTASP)</b>	The documented comprehensive agency-wide safety plan for a transit agency that is required by 49 USC 5329(d) and based on a SMS.
<b>Risk</b>	The composite of predicted severity and likelihood of the potential effect of a hazard.
<b>Risk Registry</b>	Records the hazards identified by the transit agency, the potential consequences associated with these hazards, initial safety risk ratings, new mitigations implemented to eliminate or minimize the risk associated with the hazard.
<b>Safety</b>	Freedom from harm resulting from unintentional acts or circumstances.
<b>Safety Assurance</b>	The process within a transit agency’s SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
<b>Safety Management Policy (SMP)</b>	A transit agency’s documented commitment to safety, which defines the transit agency’s safety objectives and the accountabilities and responsibilities of its employees regarding safety.
<b>Safety Management System (SMS)</b>	The formal, top down, organization wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
<b>Safety Performance Target</b>	A quantifiable level of performance or condition expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.
<b>Safety Promotion</b>	A combination of training and communication of safety information to support SMS as applied to the transit agency’s public transportation system.
<b>Safety Risk Management (SRM)</b>	A process within a Transit Agency’s Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.
<b>Safety Risk Mitigation</b>	The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.
<b>Safety Risk Probability</b>	The likelihood that a consequence might occur, taking as reference the worst foreseeable—but credible—condition.
<b>Safety Risk Severity</b>	The anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable—but credible—a condition.
<b>Serious Injury</b>	Any injury which: 1) Requires hospitalization for more than 48 hours, commencing within seven (7) days from the date of the injury was received; 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3) Causes severe hemorrhages, nerve, muscle, or tendon damage; 4) Involves any internal organ; 5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.





# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

---

Board of Directors

**Item #:** AI-2023-1045

**Agenda Date:** 12/18/2023

---

Memo: PTASP Overview (December 11, 2023)

To: CapMetro Board of Directors  
From: Gardner Tabon, EVP Systemwide Accessibility & Chief Safety Officer  
Date: December 11, 2023  
Subject: Public Transportation Agency Safety Plan Overview

This memorandum is to provide the Board with information on the requirements of the Public Transportation Agency Safety Plan (PTASP) and an in-depth overview of Safety Management Systems (SMS) along with the Federal Transit Administration's (FTA) commitment to safety initiatives. The CapMetro Board is required to review the PTASP annually and approve it.

If the Board has any questions regarding CapMetro's Agency Safety Plan, they should contact [Ed.Easton@capmetro.org](mailto:Ed.Easton@capmetro.org).

### Background

The Public Transportation Agency Safety Plans (PTASP) regulation (49 CFR Part 673) requires certain operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants to develop an Agency Safety Plan (ASP) that includes the processes and procedures to implement a Safety Management System (SMS), a comprehensive, collaborative, and systematic approach to managing safety.<sup>1</sup> Each Agency Safety Plan is required to:

- Obtain approval from the agency's Accountable Executive, Joint Labor Management Safety Committee, and Board of Directors (or equivalent governing body)
- Designate a Chief Safety Officer
- Establish and document processes related to the agency's SMS
- Implement an Employee Safety Reporting System Program
- Set safety-related performance targets aligned with measures in the FTA's National Public Transportation Safety Plan
- Establish a defined process and timeline for conducting an annual review and update of the plan.

CapMetro's ASP was approved by the CapMetro Board in May 2020, and Revision #1 was approved by the Board in November 2022 to ensure alignment with the Bipartisan Infrastructure Law.

### Plan Overview and Proposed Revisions

CapMetro's Agency Safety Plan ensures CapMetro staff, contractors, etc., center safety in all Agency business. SMS constitutes a formal, top-down, organization-wide strategy for effectively managing safety risks. This approach empowers senior management to strategically allocate resources, fostering a proactive stance toward safety. SMS establishes clear accountability for safety decision-making, providing a framework to address organizational factors that may contribute to safety breakdowns. Additionally, it plays a vital role in identifying system-wide trends, allowing for the proactive management of hazards to prevent incidents or accidents. In essence, SMS serves as a comprehensive and systematic methodology to ensure a robust safety culture throughout the organization.

---

<sup>1</sup> Public Transportation Agency Safety Plans, Federal Transit Administration, <https://www.transit.dot.gov/PTASP>

CapMetro's Agency Safety Plan addresses all general requirements for Agency Safety Plans and does not warrant significant changes in the 2023 review period. Revision #2 for CapMetro's ASP includes the following:

- Amendments to clarify that Dottie Watkins is the President & CEO (removing "Interim");
- Refinements to processes and procedures to support CapMetro's proactive safety management and safety review, such as the addition of monthly safety meetings for all drivers, technicians and supervisors. Annual tweaks and updates to processes is in alignment with industry best practices;
- Clarification of the applicability of the Agency Safety Plan as CapMetro transitions between bus operations and maintenance contracts;
- Alignment of reporting and performance targets to industry standards;
- Minor clarifications, such as clarifying between fiscal and calendar years, and correction of errata.

The CapMetro Board will consider approval of the Agency Safety Plan, as revised, on December 18, during the regular Board Meeting. Additionally, we will provide regular updates to the board regarding the progress we are making in implementing our plan and monitoring safety concerns.

---

Board of Directors

Item #: AI-2023-1036

Agenda Date: 12/18/2023

---

**SUBJECT:**

Approval of a resolution appointing 11 candidates to serve as members of the Project Connect Community Advisory Committee, as recommended by the Nominating Committee, to serve either two- or four-year initial terms as determined via lottery.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The CapMetro Board, Austin Transit Partnership (ATP) Board, and Austin City Council jointly appoint community members to the Project Connect Community Advisory Committee (CAC). The CAC provides community perspective and assistance in community engagement and equity matters related to Project Connect.

**BUSINESS CASE:** Members must be appointed to the CAC so there is a quorum of members. Existing members have either expressed an interest to - or have already resigned from - CAC, or have terms that expire in December. Appointment of 11 people will ensure CAC can meet and conduct business for the benefit of the Project Connect program.

**COMMITTEE RECOMMENDATION:** This item was considered by the Austin Transit Partnership Board on

---

December 13, and the Austin City Council on December 14. This item will be presented to the CapMetro Board for consideration on December 18, 2023.

EXECUTIVE SUMMARY: The Project Connect Community Advisory Committee (CAC) was jointly established by the Austin City Council (Resolution No. 20201218-004) and CapMetro Board of Directors (Resolution No. AI-2020-1402) in December 2020 to assist the Austin Transit Partnership (ATP) Board, City Council, and CapMetro Board in “engaging the community and advising on anti-displacement and equity matters related to Project Connect as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities, and the identification of key performance indicators related to equity and displacement and triggers thereof.” The resolution creating the CAC is reflected in the Joint Powers Agreement adopted by the three Project Connect partners, and in the CAC Bylaws, also adopted by all three parties.

On June 6, 2023, City Council, CapMetro Board and ATP Board approved an amendment to the CAC Bylaws to allow members to remain in place until new members are appointed for a period not to exceed six months. The six-month period ends at the end of 2023, as the current membership was appointed in February 2021 for a two-year term that began July 1, 2021.

In September 2023, the ATP Board, CapMetro Board and City Council approved amendments to the CAC bylaws that clarify the member appointment and reappointment process, filling of vacancies, membership composition, staff liaison support, and other elements regarding the operation of the CAC. Subsequently, joint partnership staff commenced the process to appoint new members by opening the CAC membership application on October 16 and holding it open for one month.

In November, the Nominating Committee, as specified in the updated CAC bylaws, met to select and recommend a slate of eleven nominees for appointment to the CAC. The Nominating Committee’s recommendation was published via letter from the Committee to the three governing bodies in December. The nominating committee received more than 50 applications, including applications from 6 existing CAC members seeking reappointment.

The Nominating Committee recommends the following individuals be appointed to the CAC:

1. Awais Azhar
2. Ruven Brooks
3. João Paulo Connolly
4. Jay Blazek Crossley
5. Katherine Fan
6. Gretchen Flatau
7. Mike Gorse
8. Jeremiah Hendricks
9. Elisabeth Meyer

10. Cshamari Reed

11. Susan Somers

Per the updated bylaws, this group of appointees will have their initial terms of either two- or four-years determined by lottery. The lottery to determine initial terms will be held at the first meeting of the CAC in January 2024. The ATP and CapMetro Boards will consider appointment of the nominees at their December board meetings.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive Department

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-1036**

WHEREAS, the CapMetro Board, Austin Transit Partnership Board, and Austin City Council must approve appointments to the Project Connect Community Advisory Committee in accordance with the Advisory Committee Bylaws.

NOW, THEREFORE, BE IT RESOLVED the CapMetro Board of Directors appoints Awais Azhar, Ruven Brooks, João Paulo Connolly, Jay Blazek Crossley, Katherine Fan, Gretchen Flatau, Mike Gorse, Jeremiah Hendricks, Elisabeth Meyer, Cshamari Reed, and Susan Somers to the Project Connect Community Advisory Committee to serve either two- or four-year initial terms as determined via lottery during the first meeting of the CAC with these new members.

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



To: Austin City Council  
CapMetro Board of Directors  
Austin Transit Partnership Board of Directors

From: Nominating Committee:  
Paige Ellis, Austin City Council  
Eric Stratton, CapMetro Board  
Juan Garza, Austin Transit Partnership Board  
Renee Lopez, Community Advisory Committee

Date: December 6, 2023

RE: Recommended appointments for the Project Connect Community Advisory Committee

---

The purpose of this communication is to advise the CapMetro Board, Austin Transit Partnership (ATP) Board, and City Council of the joint Project Connect Community Advisory Committee (CAC) Nominating Committee's recommended appointments to the CAC.

As you know, all three governing bodies, as well as the CAC, recently approved CAC Bylaws changes and kicked off a process to appoint and reappoint members. A Nominating Committee consisting of the Chair of the City's Mobility Committee, the Chair of the CapMetro Operations, Planning and Safety Committee, the ATP Board Community Expert Director in Planning and Sustainability, and a current member of the CAC formed to review applications and recommend a slate of candidates to the CAC. CAC members must be approved by the CapMetro Board, ATP Board, and City Council.

The Nominating Committee was tasked with recommending community members representative of Austin's diverse community, inclusive of geographic representation, diversity of experience, current transit use, connection to community/neighborhood/labor organizations, and a variety of interests and experience. The goal of this work is to equip the CAC with the experience and expertise to successfully advise all three agencies as we jointly seek to implement an equitable and sustainable Project Connect program.

The Nominating Committee is also happy to share that we received 61 applications throughout the four-week application window, including 6 reappointment requests from existing CAC members, and 55 new applicants. Of these, 52 were eligible for consideration, and 3 were disqualified due to residency (i.e., they lived outside of Austin and the CapMetro service area). A summary of demographic data received from new applicants is attached to this letter as Appendix A.<sup>1</sup>

---

<sup>1</sup> CAC members Awais Azhar, João Paulo Connolly, Gretchen Flatau, and Jeremiah Hendricks participated in the first application and nomination process in 2021 and were not required to complete a full application. Instead, these individuals submitted a shortened re-application request only. Therefore, their demographic information is not included in the summary data collected.



We are pleased to recommend an exceptional, diverse, and qualified group of 11 members to the CAC, including six people being reappointed, and five new members:

1. Awais Azhar
2. Ruven Brooks
3. João Paulo Connolly
4. Jay Blazek Crossley
5. Katherine Fan
6. Gretchen Flatau
7. Mike Gorse
8. Jeremiah Hendricks
9. Elisabeth Meyer
10. Cshamari Reed
11. Susan Somers

The applications of the finalists are attached as Appendix B. In addition, we are providing a full list of names of all individuals who submitted applications as Appendix C.

The ATP Board will consider this recommendation during the December 13 Board meeting; the Austin City Council will consider this on December 14; and the CapMetro Board will consider this on December 18. Assuming the CAC membership is approved by all three bodies in December, the first meeting of this group of CAC members will occur in January 2024. During the meeting, the new members will draw straws for a two- or four-year initial term, and subsequent terms will be four years each.

We are impressed by the applicants we received for consideration. As always, this is a difficult recommendation to make when many passionate community members seek to provide their time and commitment to support the successful implementation of Project Connect. We encourage all applicants to stay involved in the many opportunities to engage with Project Connect.

The Nominating Committee looks forward to a bright future with the CAC continuing to advise and push ATP, the City, and CapMetro, and thanks the recommended appointees for their commitment to this work.

# APPENDIX A

## APPENDIX A

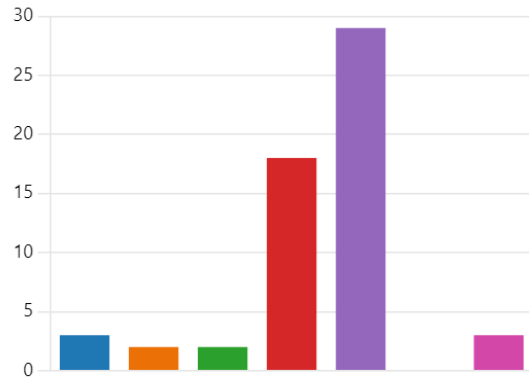
### Community Advisory Committee New Applicant Demographic Summary Data

12. Which of the following best represents your race/ethnicity? Select all that apply

[More Details](#)

[Insights](#)

<span style="color: blue;">●</span> American Indian and/or Alaska ...	3
<span style="color: orange;">●</span> Asian	2
<span style="color: green;">●</span> Black and/or African American	2
<span style="color: red;">●</span> Hispanic and/or Latinx	18
<span style="color: purple;">●</span> White	29
<span style="color: brown;">●</span> Another race/ethnicity	0
<span style="color: pink;">●</span> I prefer not to answer	3

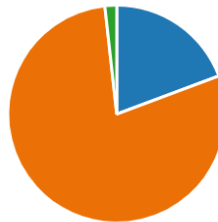


13. Do you identify as someone with a disability?

[More Details](#)

[Insights](#)

<span style="color: blue;">●</span> Yes	11
<span style="color: orange;">●</span> No	45
<span style="color: green;">●</span> I prefer not to answer	1



14. What is your age range?

[More Details](#)

[Insights](#)

<span style="color: blue;">●</span> Under 25 years old	4
<span style="color: orange;">●</span> 26-50 years old	39
<span style="color: green;">●</span> 51 years and above	14
<span style="color: red;">●</span> I prefer not to answer	0



15. Do you have children residing in your home or are you a caregiver?

[More Details](#)

[Insights](#)

Yes	19
No	38
I prefer not to answer	0



16. Are you currently a student?

[More Details](#)

[Insights](#)

Yes	7
No	49
I prefer not to answer	1

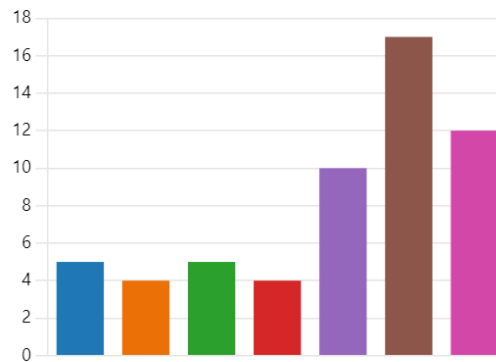


17. What is your annual household income?

[More Details](#)

[Insights](#)

0-\$24,999	5
\$25,000-\$49,999	4
\$50,000-\$74,999	5
\$75,000-\$99,999	4
\$100,000-\$149,000	10
\$150,000+	17
I prefer not to answer	12



# APPENDIX B

Nominated candidates' applications available upon request.

# APPENDIX C

APPLICANT NAME	
Haseeb	Abdullah
Arlin	Alvarez
Awais	Azhar
Catalina	Berry
Ruven	Brooks
Joshua	Brown
Scott	Burns
Rodrigo	Cantu
Joao Paulo de Mello	Connolly
John	Crilly
Jay Blazek	Crossley
Jeff	Darco
Marshall	Durrett
Joseph	El Habr
Katherine	Fan
Daniel	Fernandez
Sarah Jocasta "Cassie"	Fitzgerald
Gretchen	Flatau
Alejandra	Flores
Jacques	Fuselier
Austin	Gardner
Marcel	Garza
Glenn	Gaven
casey	giles
Mike	Gorse
Betsy	Greenberg
Timothy	Grywalski, Jr.
Jeremiah B.	Hendricks
Sara	Ibarra
Linda	Jackson
Eric Jeffrey	Kaufman
Turner	Kerr
Kimberly	Levinson
Kurt	Lockhart
Fangda	Lu
Cynthia	Martinez
Ronnie	Medrano
Emily Clare	Meier
Elisabeth	Meyer
Michael	Mosser



John Scott	Neal
Michael Anthony	Orona
Javier Enrique	Perez
Jen	Ramos
Cshamari	Reed
Amy	Rister
Julian	Rodriguez, Jr.
Jacob Reuben	Rosenberg
John	Ruffier
Monica	Sanchez
Jennifer America	Smith
Susan Claire	Somers
David William	Sullivan
Ryan D.	Sullivan
Jose	Vasquez
Eugene	Washington
Joshua	Webb
Sarah	Wildberger
Christopher C	Wilson
Ian Sherif	Wilson
Robert	Zimmer, Jr.



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

---

Board of Directors

**Item #:** AI-2023-985

**Agenda Date:** 10/23/2023

---

President & CEO Monthly Update - November