



Agenda - Final revised
Capital Metropolitan
Transportation Authority
Finance, Audit and Administration
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, May 17, 2023

10:00 AM

Rosa Parks Boardroom

Items marked with an * have been revised.

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Public Comment

III. Action Items

1. Approval of minutes from the March 8, 2023 Finance, Audit and Administration Committee meeting.
2. Election of a Finance, Audit and Administration Committee Vice Chair for the remainder of the 2023 calendar year.
- *3. Approval of a resolution authorizing the President & CEO, or their designee, to convey a Temporary Construction Easement to the City of Pflugerville across 1.316 acre of the 20.544 acres of land owned by CapMetro, in the J. C. Tannehill Survey 29, Abstract 22, located at the intersection of Loyola Road and Johnny Morris Road, Austin, Travis County, Texas, in exchange for compensation in the amount of \$214,988 to CapMetro.

IV. Presentations

- *1. FY2023 Financial Report March 2023
2. FY2024 Proposed Budget Calendar
3. University of Texas Spring 2023 Intern Program Audit Results
4. Internal Audit FY23 Plan Status

V. Items for Future Discussion

VI. Adjournment

ADA Compliance

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

Committee Members: Matt Harriss, Chair; Leslie Pool, Becki Ross and Dianne Bangle.

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

Finance, Audit and Administration Committee

Item #: AI-2023-800

Agenda Date: 5/17/2023

Approval of minutes from the March 8, 2023 Finance, Audit and Administration Committee meeting.

Minutes
Capital Metropolitan
Transportation Authority
Finance, Audit and Administration
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, March 8, 2023

11:00 AM

Rosa Parks Boardroom

I. Call to Order

11:02 a.m. Meeting Called to Order

| | |
|----------------|--|
| Present | Leslie Pool, Becki Ross, Matt Harriss, and Dianne Bangle |
|----------------|--|

II. Public Comment

Zenobia Joseph provided public comment.

III. Action Item:

1. Approval of minutes from the February 13, 2023 Finance, Audit and Administration Committee meeting.

A motion was made by Ross, seconded by Pool, that the Minutes be adopted. The motion carried by the following vote:

Aye: Pool, Ross, Harriss, and Bangle

IV. Presentations:

1. Internal Audit FY23 Plan Status
2. FY2023 Financial Report December 2022

V. Items for Future Discussion

VI. Adjournment

11:25 a.m. Meeting Adjourned

ADA Compliance

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

Committee Members: Matt Harriss, Chair; Leslie Pool, Becki Ross and Dianne Bangle.

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.

Finance, Audit and Administration Committee
Agenda Date: 5/17/2023

Item #: AI-2023-786

SUBJECT:

Election of a Finance, Audit and Administration Committee Vice Chair for the remainder of the 2023 calendar year.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> 1. Customer | <input type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Does not apply.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: Does not apply.

EXECUTIVE SUMMARY: From time to time, CapMetro Board committee chairs are not able to attend monthly committee meetings. As the Texas Open Meetings Act requires public meetings have a Chair or Acting Chair present, the Board has requested that Vice Chairs be designated for both committees.

The duty of the Vice Chair will be to preside at all meetings and perform all duties at committee meetings in the absence of the Chair.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-786

WHEREAS, the Finance, Audit and Administration Committee desires to select a Vice Chair from among its members, who will serve as Acting Chair in the absence of the Committee Chair.

NOW, THEREFORE, BE IT RESOLVED that the Finance, Audit and Administration Committee hereby selects _____ as the Vice Chair of the Committee for the remainder of the 2023 calendar year.

**Secretary of the Board
Becki Ross**

Date: _____

Finance, Audit and Administration Committee
Agenda Date: 5/17/2023

Item #: AI-2023-785

SUBJECT:

Approval of a resolution authorizing the President & CEO, or their designee, to convey a Temporary Construction Easement to the City of Pflugerville across 1.316 acre of the 20.544 acres of land owned by CapMetro, in the J. C. Tannehill Survey 29, Abstract 22, located at the intersection of Loyola Road and Johnny Morris Road, Austin, Travis County, Texas, in exchange for compensation in the amount of \$214,988 to CapMetro.

FISCAL IMPACT:

Refer to executive summary for clarification.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The City of Pflugerville, one of Cap Metro's community partners, is constructing a 42-inch water line (the "waterline") within an existing easement paralleling the west boundary line of Cap Metro's above referenced property. The waterline is a sign of the need for infrastructure to support the region's growing population. Cap Metro sees this as an opportunity to support the region and foster its community partnership with the City of Pflugerville.

BUSINESS CASE: The Temporary Construction Easement is required by the City of Pflugerville in order to construct a new raw water supply line from the Colorado River to the City to support rapid growth and demand. Authorization is required to support our community partnership. The City will compensate the

Agenda Date: 5/17/2023

agency for the temporary use of this property based upon an appraisal completed, submitted and reviewed by the agency. The value is acceptable to the agency.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on May 17, 2023.

EXECUTIVE SUMMARY: The City of Pflugerville has advised CapMetro that it is installing a new raw water supply line within an existing easement. In order to construct this line, the City must utilize CapMetro land immediately adjacent to this easement. The agency has reviewed the proposed temporary utilization and finds it to be acceptable.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-785

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to partner with communities to support regional growth; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to authorize the execution of the Temporary Construction Easement with the City of Pflugerville to support the construction of a 42-inch waterline.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to convey a Temporary Construction Easement to the City of Pflugerville across 1.316 acre of the 20.544 acres of land owned by CapMetro, in the J. C. Tannehill Survey 29, Abstract 22, located at the intersection of Loyola Road and Johnny Morris Road, Austin, Travis County, Texas, in exchange for compensation in the amount of \$214,988 to CapMetro; and that the President & CEO, or their designee, is authorized to finalize and execute all agreements necessary to carry out the conveyance.

Date: _____

**Secretary of the Board
Becki Ross**



January 7, 2023

Capital Metropolitan Transportation Authority
Attn: Mr. Shannon Gray
2910 E. 5th Street
Austin, TX 78702

Via Regular Mail and Via CMRRR # 7021 2720 0002 1573 6223

Re: Initial Offer Letter – P12 – Tax ID – 545903, 20.544 acres, J.C. Tannehill Survey 29, Abstract 22,
Johnny Morris Rd., Travis County, TX

Project: City of Pflugerville – Secondary Colorado Raw Water Line

Dear Mr. Gray;

As you may be aware, the City of Pflugerville is planning to install a 42-inch dedicated transmission water main between the Colorado River and Lake Pflugerville. The transmission water main will utilize existing easements where possible. However, completing this project will require obtaining additional temporary easement rights for the Secondary Colorado Raw Water Line Project.

You are shown as the owner of record from whom the City must acquire a +/- **1.316-acre Temporary Construction Easement**. This proposed Easement area is located on the above-referenced property and described on the enclosed legal description and plat.

Under state and federal constitutions, private property can be acquired for public purposes with payment of just compensation. Therefore, based on the enclosed appraisal dated December 30, 2022, prepared by CBRE Valuation & Advisory Services, a qualified independent appraiser, the City's offer of compensation for the necessary easement rights is **Two Hundred Fourteen Thousand Nine Hundred Eighty-Eight and No/Dollars (\$214,988.00) and does not include damages to the remainder (if any)**. If you agree to this offer, please have the enclosed Purchase Agreement signed by an authorized party and return it to me and I will facilitate a closing.

Please note that this offer is not confidential, and you have the right to discuss the City's offer or agreement with others. Also, I have enclosed a copy of the Texas Landowner's Bill of Rights Rev. 01/22, as prescribed by the Texas Legislature to ensure that property owners know their rights and understand the acquisition process.

Please contact me at 817-996-6240 or zanew@7arrowsland.com with any questions. Your cooperation is appreciated.

I look forward to hearing from you soon.

Sincerely,

Zane Watson
Real Estate Representative for the City of Pflugerville

Enclosures: Purchase Agreement
Temporary Construction Easement w/ Exhibit "A"
Appraisal dated 12/30/2022
Texas Landowner Bill of Rights / IABS

TEMPORARY CONSTRUCTION EASEMENT PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into by and between the **CITY OF PFLUGERVILLE, TEXAS**, a Texas home rule municipality (“Grantee”), and **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY** (“Grantor”), hereafter collectively referred to as the “Parties,” upon the premises and for the purposes set out herein and is effective as stated in this Agreement.

INTRODUCTION

A. Grantor is the current owner thereof of a 20.544 ACRE TRACT, BEING THAT TRACT DESCRIBED AS 20.554 ACRES (TRACT 1) CONVEYED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (CMTA) BY SPECIAL WARRANTY DEED DATED SEPTEMBER 27, 2006, AS RECORDED IN DOCUMENT NO. 2006188973, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

B. Grantee requires the use of portions of this tract for a Temporary Construction Easement (**Exhibit “A-1”**) for the Secondary Colorado Raw Water Line Project hereafter collectively referred to as the “Easement.”

C. Grantor is willing to convey and Grantee to purchase the Temporary Construction Easement rights for the appraised value of **\$214,988.00**.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

I.

Purchase and Sale Agreement. For the Purchase Price, Grantor agrees to grant a Temporary Construction Easement to Grantee, and Grantee agrees to pay Grantor for a Temporary Construction Easement as described in **Exhibit “A-1”** to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities for that certain City of Pflugerville Secondary Colorado Raw Water Line Project. The promises by Grantee and Grantor stated in this contract are the consideration for the formation of this contract. The obligation of the Grantee contained in this agreement is conditional on City Council of Pflugerville’s approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Grantee shall pay Grantor \$100.00, as consideration for Grantor’s agreement to the condition on closing and shall return to Grantor all original documents, unfiled with the County, at Grantee’s expense.

II.

The Purchase Price. **Two Hundred Fourteen Thousand Nine Hundred Eighty-Eight and No/Dollars (\$214,988.00)** to be paid at closing.

III.

The Property. A Temporary Construction Easement over and across, under and through a 20.544-acre tract of land having been conveyed to CAPITAL

METROPOLITAN TRANSPORTATION AUTHORITY (CMTA) BY SPECIAL WARRANTY DEED DATED SEPTEMBER 27, 2006, AS RECORDED IN DOCUMENT NO. 2006188973, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, as more particularly described in **Exhibit “A-1”**, attached hereto and incorporated by reference for all purposes.

IV.

Easement Instrument. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Temporary Construction Easement (**Exhibit “A-1”**) attached hereto and incorporated by reference for all purposes.

V.

Term. The variable width TCE granted herein shall terminate automatically upon the earlier of either (i) completion of the construction of the Public infrastructure included in Grantee’s Public infrastructure project, or (ii) November 26, 2023.

VI.

Miscellaneous.

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council’s approval and acceptance of the Easement.
- B. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Grantee: City of Pflugerville
Attn: Sereniah Breland, City Manager
100 East Main Street
Pflugerville, Texas 78660

Grantor: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, TX 78702

- C. *Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal,

invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- D. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.
- E. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- F. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- G. Representations and Warranties by Grantor.* Grantor warrants, represents, covenants, and agrees that Grantor has fee simple absolute title to the Property described in **Exhibit “A-1”** that said Property is free of any liens or other encumbrances that would prevent this grant, and that Grantor meets all requirements to contract with the City of Pflugerville as provided by Chapter 38 of the City’s Code of Ordinances.
- H. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

- I. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, Grantor agrees that any payments owing to Grantor under the Agreement may be applied directly toward any debt or delinquency that Grantor owes the City of Pflugerville, State of Texas, or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- J. Texas Family Code Child Support Certification.* Grantor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

EXECUTED this the ____ day of _____, 2022.

GRANTOR:

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

By: _____

Printed: _____

Title: _____

GRANTEE:

CITY OF PFLUGERVILLE,
a Texas home rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

GRANT OF EASEMENT:

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF PFLUGERVILLE, TEXAS**, a home-rule city located in Travis County, Texas ("Grantee"), an exclusive temporary access and construction easement ("TCE" or "Easement") across a variable width area upon and across the property of Grantor, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"), together with rights of ingress and egress across the property of the Grantor if necessary to access the TCE. Grantor and Grantee may jointly be referred to by "the parties."

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
 - (a) "Grantee" shall include Grantee's heirs, successors and assigns who at any time own any interest in the conveyance and are subject to the terms of this agreement.

- (b) "Public infrastructure" shall mean water, reclaimed water and/or wastewater pipelines and associated appurtenances to be constructed by the Grantee or its agents, contractors and assigns.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable until the termination of the TCE in accordance with the terms herein.
 3. *Purpose of Easement.* The Easement shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
 4. *Term.* The variable width TCE granted herein shall terminate automatically upon completion of the construction of the Public infrastructure included in Grantee's Public infrastructure project.
 5. *Reservation of Right.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Grantee for the Easement Purpose.
 6. *Use and Maintenance of Easement Property.* Grantee has the right to remove or relocate any encroachments into the Easement Property as necessary to utilize the same for the purpose of this Easement.
 7. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
 8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in

this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
18. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.
19. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ 2023.

GRANTOR:

**CAPITAL METROPOLITAN
TRANSPORTATION
AUTHORITY**

By: _____

Printed: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared _____, _____ of CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2023.

(seal)

Notary Public Signature

GRANTEE:

AGREED AND ACCEPTED:

**CITY OF PFLUGERVILLE,
TEXAS, a Texas home-rule
municipality**

By: _____
Sereniah Breland, City Manager

ATTEST:

_____, City Secretary

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on _____,
20__, by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas
home-rule municipality, on behalf of said municipality.

(seal)

Notary Public Signature

AFTER RECORDING, RETURN TO:

City of Pflugerville
Attn.: Patricia A. Davis, City Engineer
Public Works Complex
P.O. Box 589
Pflugerville, Texas 78691

EXHIBIT "A"

1.316 Acre TCE
Temporary Construction Easement
J.C. Tannehill Survey No. 29, Abstract No. 22
Travis County, Texas

DESCRIPTION FOR A 1.316 ACRE
TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION OF A 1.316 ACRE (57,330 SQUARE FOOT) EASEMENT, OUT OF THE, J.C. TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 20.554 ACRES (TRACT 1) CONVEYED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (CMTA) BY SPECIAL WARRANTY DEED DATED SEPTEMBER 27, 2006, AS RECORDED IN DOCUMENT NO. 2006188973, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.316 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northeast corner of this easement, being in the north line of said 20.554 acre CMTA tract, also being in the existing south right-of-way line of Loyola Lane (120 foot width), from which a 1/2-inch iron rod with "Survcon" cap found at the northeast corner of said 20.554 acre CMTA tract, being at the northwest corner of that tract described as 9.769 acres (Tract 2) conveyed to CMTA by said Special Warranty Deed recorded in said Document No. 2006188973, bears South 63°19'39" East 202.01 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,084,395.02, E=3,142,908.27;

THENCE, along the east line of this easement, crossing said 20.554 acre CMTA tract, the following four (4) courses, numbered 1 through 4:

- 1) **South 38°53'55" West 220.15 feet** to a calculated point,
- 2) **South 11°39'13" West 112.55 feet** to a calculated point,
- 3) with a curve to the left, whose delta angle is **19°42'23"**, radius is **1,709.87 feet**, an arc distance of **588.09 feet**, and the chord of which bears **South 27°59'36" West 585.20 feet** to a calculated point, and

- 4) with a curve to the left, whose delta angle is **01°10'50"**, radius is **1,708.98 feet**, an arc distance of **35.21 feet**, and the chord of which bears **South 17°28'44" West 35.21 feet** to a calculated point at the southeast corner of this easement, being in the south line of said 20.554 acre CMTA tract, also being in the north line of that tract described as 22.114 acres (Exhibit "A") conveyed to CKB Johnny Morris LP by Special Warranty Deed with Vendor's Lien, as recorded in Document No. 2021090877, Official Public Records, Travis County, Texas;
- 5) THENCE, along the south line of this easement and said 20.554 acre CMTA tract, being the north line of said 22.114 acre CKB Johnny Morris tract, **North 62°30'38" West 61.04 feet** to a calculated point at the southwest corner of this easement, being in the east line of a 40 foot waterline easement as recorded in Document No. 2003257096, Official Public Records, Travis County, Texas, from which a 1/2-inch iron rod with "Survcon" cap found at an angle point in the south line of said 20.554 acre CMTA tract, and the north line of said 22.114 acre CKB Johnny Morris tract, bears **North 62°30'38" West 6.92 feet**, and also from which a 1/2-inch iron pipe found at the southwest corner of said 20.554 acre CMTA tract, being at the northwest corner of said 22.114 acre CKB Johnny Morris tract, also being in the east line of that tract described as 219.184 acres conveyed to the State of Texas by Special Warranty Deed, as recorded in Volume 11339, Page 2005, Real Property Records, Travis County, Texas, bears **North 62°30'38" West 6.92 feet**, and **North 36°00'14" West 41.15 feet**,

THENCE, along the west line of this easement, being the east line of said 40 foot waterline easement, crossing said 20.554 acre CMTA tract, the following three (3) courses, numbered 6 through 8:

- 6) with a curve to the right, whose delta angle is **20°04'10"**, a radius of **1,769.87 feet**, an arc distance of **619.95 feet**, and the chord of which bears **North 27°21'22" East 616.78 feet** to a calculated point,
- 7) **North 11°39'13" East 113.26 feet** to a calculated point, and
- 8) **North 38°53'55" East 221.69 feet** to a calculated point at the northwest corner of this easement, being in the north line of said 20.554 acre CMTA tract, also being in the existing south right-of-way line of Loyola Lane, from which a 1/2-inch iron rod with "SAM Inc" cap found at the northwest corner said 20.554 acre CMTA tract, being in the east line of said 219.184 acre State of Texas tract, bears **North 63°19'39" West 40.93 feet**;

1.316 Acre TCE

- 9) THENCE, along the north line of this easement and said 20.554 acre CMTA tract, being the existing south right-of-way line of Loyola Lane, **South 63°19'39" East 61.39 feet** to the POINT OF BEGINNING and containing 1.316 acres (57,330 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates and can be converted to grid by dividing a combined scale factor of 1.00070.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8561
TBPELS Survey Firm# 10095500



08/03/2022

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\F&N~22-009~Pville Raw Water Line\Description\1.316 Acre CMTA

Issued 08/03/2022

AUSTIN GRID G-18
TCAD# 0219301110

**SKETCH TO ACCOMPANY DESCRIPTION
OF 1.316 AC. OR 57,330 SQ. FT. OF LAND
OUT OF THE J.C. TANNEHILL SURVEY NO. 29, ABSTRACT NO. 22
AUSTIN, TRAVIS COUNTY, TEXAS**

J.C. TANNEHILL SURVEY
SURVEY NO. 29
ABSTRACT NO. 22

STATE OF TEXAS
VOL. 11339, PG. 2005
R.P.R.T.C.T.
(219.184 ACRES)
NOVEMBER 21, 1990

40' WATERLINE EASEMENT
DOC. NO. 2003257096
O.P.R.T.C.T.

CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY
DOC. NO. 2006188973
O.P.R.T.C.T.
TRACT 1
(20.554 ACRES)
SEPTEMBER 27, 2006

CAPITAL METROPOLITAN
TRANSPORTATION
AUTHORITY
DOC. NO. 2006188973
O.P.R.T.C.T.
TRACT 2
(9.769 ACRES)
SEPTEMBER 27, 2006

SCALE 1" = 200'

LEGEND

- ⊙ 1/2" IRON PIPE
- 1/2" IRON ROD WITH CAP FOUND
- △ CALCULATED POINT
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF
TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (.....) RECORD INFORMATION

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S1°00'13"W | 112.55' |
| L2 | N62°30'38"W | 61.04' |
| L3 | N11°39'13"W | 113.26' |
| L4 | N38°53'55"E | 221.69' |
| L5 | S63°19'39"E | 602.01' |
| L6 | N63°19'39"W | 602.01' |
| L7 | N62°30'38"W | 61.04' |
| L8 | N36°00'14"W | 41.15' |
| (L8) | N33°08'32"W | 41.16' |

| CURVE TABLE | | | | | |
|-------------|---------|-----------|-----------|-------------|----------|
| CURVE# | LENGTH | RADIUS | DELTA | BEARING | DISTANCE |
| C1 | 588.09' | 1,709.87' | 19°42'23" | S27°59'36"W | 585.20' |
| C2 | 35.21' | 1,708.98' | 01°10'50" | S17°28'44"W | 35.21' |
| C3 | 619.95' | 1,769.87' | 20°04'10" | N27°21'22"E | 616.78' |

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000070.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.



TCAD# 0219301110

ISSUED: 08-03-2022

SURVEYED BY:

PAGE 4 OF 4

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

08/03/2022

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

M:\F&N\22-009~ Pville Raw Water Line\Dwg\Parcel\CMTA TCE.dwg

AUSTIN GRID N-25

JOB NO.: 22-009

Subject Aerial with Acquisition Overlay



Aerial View of Subject and Acquisition

The temporary construction easement is noted in green. The image and outlines above are presented to merely assist the reader in visualizing the subject. They are not a legal representation or considered to represent a survey of the subject.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Finance, Audit and Administration Committee

Item #: AI-2023-799

Agenda Date: 5/17/2023

FY2023 Financial Report March 2023



Financial Report – Fiscal Year 2023

Year to Date March 31, 2023

Major Highlights

Revenue

- Sales tax remittances received YTD February 2023 are 10.4% higher than YTD February 2022 and 6.7% higher than YTD budget

Operating Expenses

- \$173.2 million expended to date, or 34.7% of full-year budget
- Professional services are below budget due to timing of consultation, computer software and professional fees

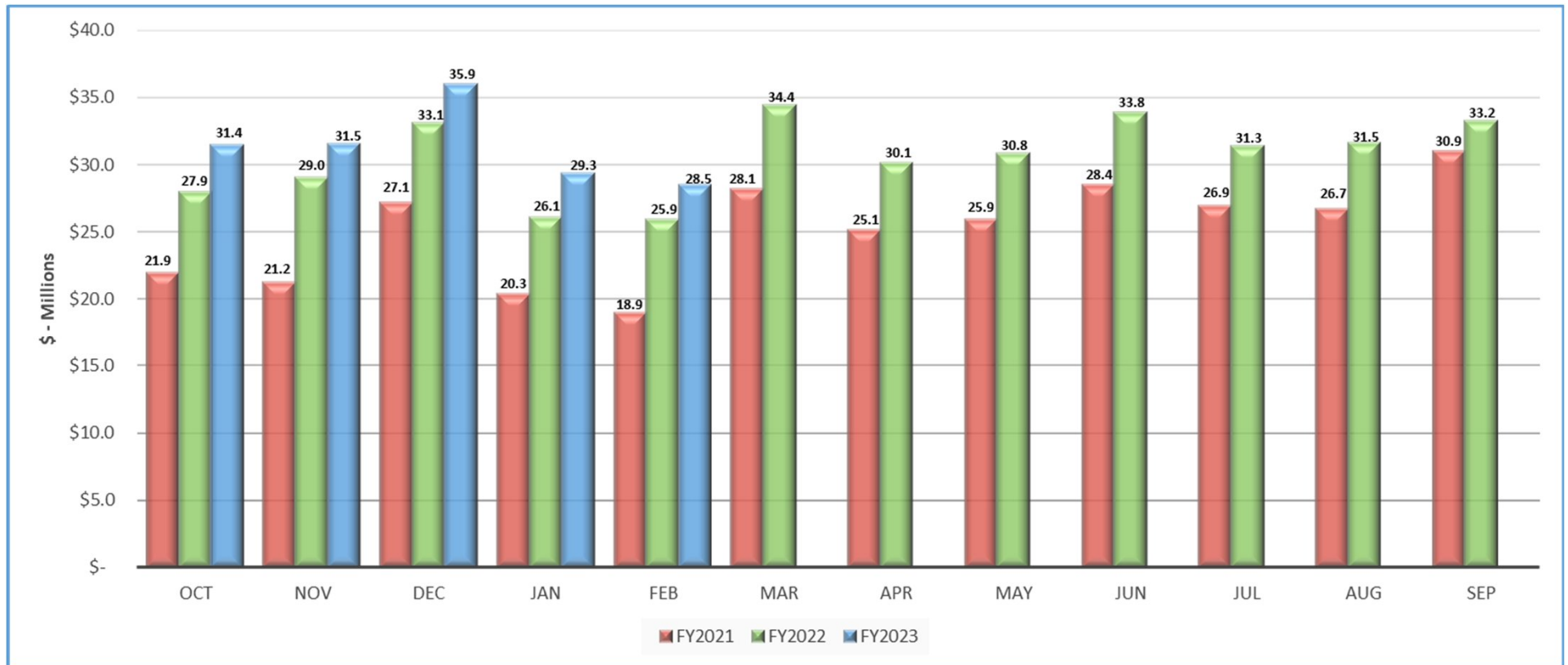
Capital Projects

- FY2023 capital project budget of \$475.0 million
- \$70.5 million expended to date, or 14.8% of full-year budget
 - McKalla Red Line Station, MetroRapid Lines, Orange and Blue Lines and PMOR and Electric Bus Replacements
- \$109.9 million outstanding commitments have been issued, or 23.1% of full-year budget
 - Orange and Blue Lines and PMOR, Bus Electrification Infrastructure, McKalla Red Line Station, MetroRapid Lines and Electric Bus Replacements

Revenue

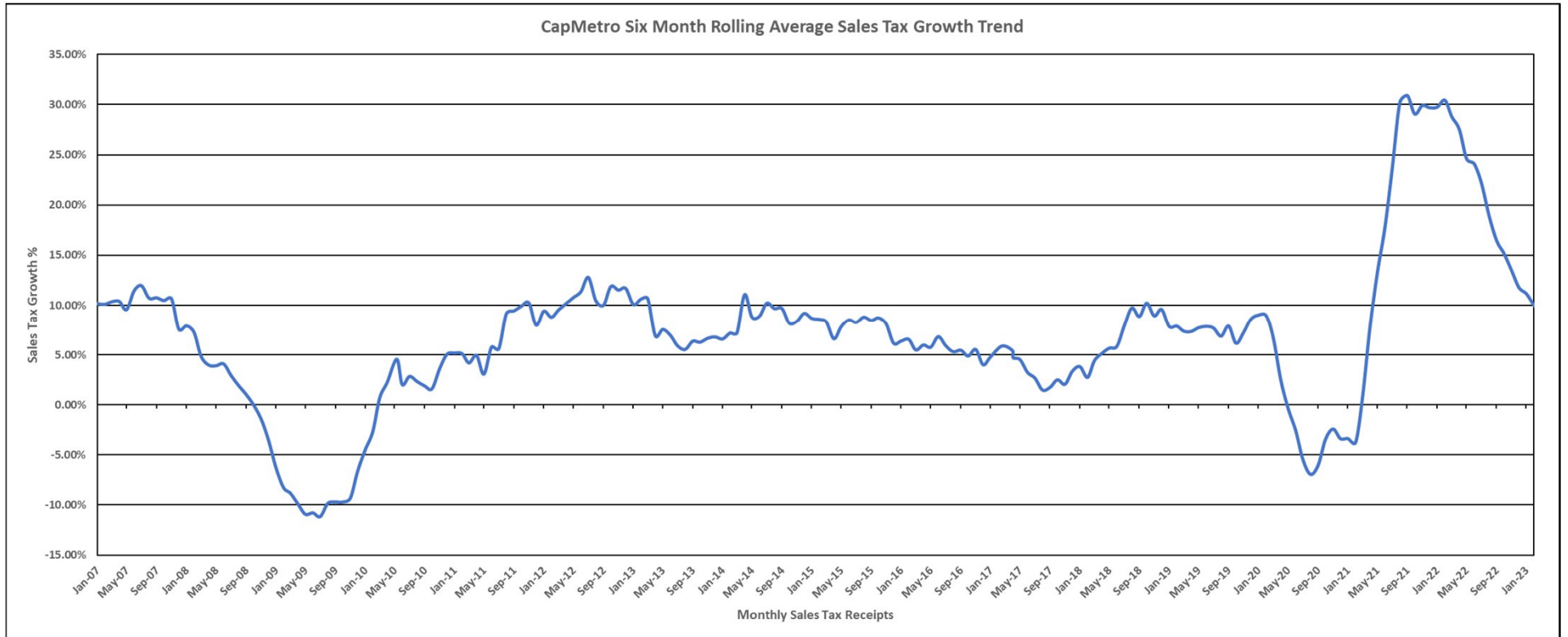
| \$' Million Category | FY22 Mar YTD Actual | FY23 Mar YTD Actual | FY23 Mar YTD Budget | % of YTD Budget | FY23 Full Year Budget | % of Budget | Comments |
|------------------------------------|------------------------|------------------------|------------------------|--------------------|--------------------------|----------------|---|
| Sales Tax | \$167.6 | \$193.4 | \$182.4 | 106.1% | \$371.0 | 52.1% | March sales tax receipts accrued |
| Passenger Revenue | 6.6 | 8.7 | 8.1 | 107.4% | 17.6 | 49.5% | Ridership 8.0% above budgeted projections through March |
| Freight Railroad Revenue | 3.6 | 3.1 | 3.4 | 92.1% | 6.8 | 45.6% | |
| Other Revenue | 3.2 | 10.8 | 3.7 | 293.0% | 7.1 | 150.8% | Investment income above budgeted projections |
| Operating Contributions and Grants | 19.7 | 25.7 | 71.5 | 35.9% | 132.9 | 19.3% | Timing of processing eligible paid expenses |
| Capital Contributions and Grants | 9.8 | 17.3 | 123.2 | 14.0% | 246.4 | 7.0% | Timing of processing eligible paid expenses |
| Total | \$210.7 | \$259.0 | \$392.3 | 66.0% | \$781.9 | 33.1% | |

Actual Sales Tax Receipts



| | | | |
|--------------|----------|----------|----------|
| Total | \$301.5M | \$366.9M | \$156.6M |
| YOY % Growth | 14.8% | 21.7% | 10.4% |

Sales Tax Rolling Average Trend



Operating Expense

| \$' Million Category | FY22 Mar YTD Actual | FY23 Mar YTD Actual | FY23 Mar YTD Budget | % of YTD Budget | FY23 Full Year Budget | % of Budget | Comments |
|--------------------------|---------------------|---------------------|---------------------|-----------------|-----------------------|--------------|---|
| Salaries and Benefits | \$29.8 | \$36.9 | \$42.0 | 87.9% | \$84.0 | 43.9% | Vacancy savings |
| Professional Services | 12.8 | 19.4 | 33.6 | 57.8% | 60.5 | 32.1% | Timing of consultation, computer software and other professional fees |
| Materials and Supplies | 0.6 | 8.2 | 9.5 | 86.1% | 18.7 | 43.8% | |
| Fuel and Fluids | 4.3 | 7.0 | 7.9 | 88.2% | 16.4 | 42.6% | Cost avoidance through diesel hedging program |
| Utilities | 1.7 | 2.0 | 2.1 | 94.3% | 4.3 | 45.8% | |
| Insurance | 0.4 | 0.4 | 0.7 | 51.2% | 1.0 | 35.8% | |
| Purchased Transportation | 73.1 | 95.3 | 88.1 | 108.1% | 182.8 | 52.1% | Overtime due to bus operator vacancies |
| Lease/Rentals | 1.8 | 2.3 | 2.3 | 96.9% | 6.4 | 35.2% | |
| Other Expenses | 1.6 | 1.8 | 6.2 | 28.7% | 13.3 | 13.4% | Unspent contingency |
| Total | \$126.0 | \$173.2 | \$192.5 | 90.0% | \$387.5 | 44.7% | |

Budget Transfers

Consistent with CapMetro's Financial Policies, there were eleven budget transfers that cumulatively exceeded \$150,000 to report to the board for the 2nd quarter of FY2023.

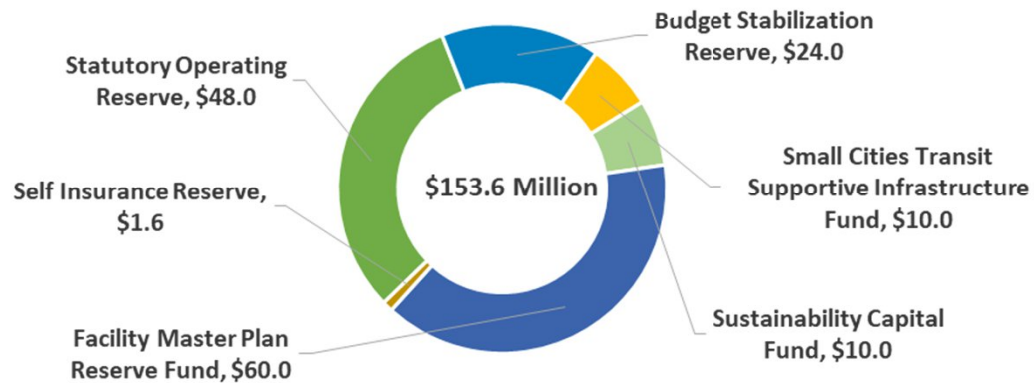
| | | | | |
|-------------|---------|--|-------------|---|
| January-23 | | | | |
| Transfer #1 | | | | |
| From: | FIN2301 | Capital Contingency | (350,000) | Transferred funds from capital contingency for a Transmission Test Stand Dyno replacement. |
| To: | OMO0244 | Transmission Dyno Replacement | 350,000 | |
| January-23 | | | | |
| Transfer #2 | | | | |
| From: | FIN2301 | Capital Contingency | (250,000) | Transferred funds from capital contingency for Lakeline Station East Side Platform 30% design and categorical exclusions. |
| To: | CPG2215 | Lakeline Station East Side Platform | 250,000 | |
| January-23 | | | | |
| Transfer #3 | | | | |
| From: | RRF2301 | Bridge Rehabilitation - MP90 14 | (1,500,000) | Returned funds to capital contingency to reflect the updated forecast of the project. |
| To: | FIN2301 | Capital Contingency | 1,500,000 | |
| January-23 | | | | |
| Transfer #4 | | | | |
| From: | CPG2213 | Double Tracking from Adelphi Lane - Loop 1 to McNeil Drive | (407,290) | Returned funds to capital contingency to reflect the updated forecast of the project. |
| To: | FIN2301 | Capital Contingency | 407,290 | |
| January-23 | | | | |
| Transfer #5 | | | | |
| From: | SEC1801 | Rail Signal House & Crossing Cameras project | (1,007,000) | Returned funds to capital contingency to reflect the updated forecast of the project. |
| To: | FIN2301 | Capital Contingency | 1,007,000 | |
| January-23 | | | | |
| Transfer #6 | | | | |
| From: | FIN2301 | Capital Contingency | (4,649,400) | Returned funds to capital contingency to reflect the updated forecast of the project. |
| To: | PAM0238 | 1705 Guadalupe Level 1 Purchase | 4,649,400 | |
| January-23 | | | | |
| Transfer #7 | | | | |
| From: | CPG2216 | Demand Response South Base | (5,000,000) | Returned funds to capital contingency to reflect the updated forecast of the project. |
| To: | FIN2301 | Capital Contingency | 5,000,000 | |

Budget Transfers (continued)

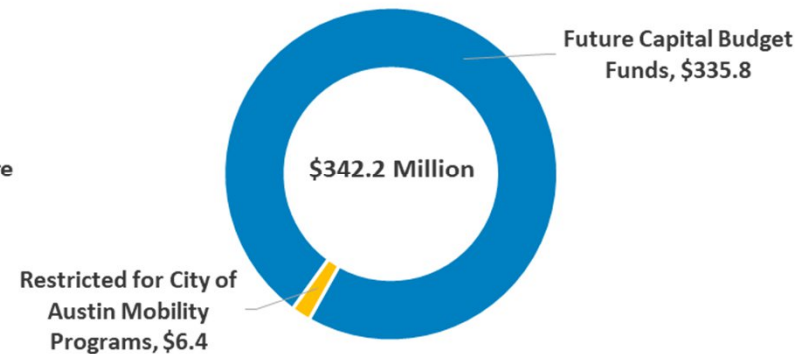
| | | | | |
|--------------|------------------|---|-------------|---|
| February-23 | | | | |
| Transfer #8 | | | | |
| From: | SEC2201 | Public Safety Emergency Management Technology Systems | (2,000,000) | Reallocated funds to new project numbers with specific scopes and returned funds to capital contingency to reflect updated forecasts. |
| To: | FIN2301 | Capital Contingency | 1,560,000 | |
| | ITS0212 | Police Department CAD & RMS | 62,500 | |
| | ITS0213 | Police Department Radio/Recording | 75,000 | |
| | ITS0214 | Police Department In-Car Video Systems | 15,000 | |
| | ITS0215 | Police Department Body Cameras | 62,500 | |
| | ITS0218 | Police Department Office Productivity | 125,000 | |
| | ITS0219 | Police Department Evidence Control System | 75,000 | |
| | ITS0220 | Police Department Cell phone & Related Applications | 25,000 | |
| February-23 | | | | |
| Transfer #9 | | | | |
| From: | CPG2203 | Return Track at Rail Maintenance Facility | (1,698,304) | Returned funds to capital contingency to reflect the updated forecast of the project. |
| To: | FIN2301 | Capital Contingency | 1,698,304 | |
| February-23 | | | | |
| Transfer #10 | | | | |
| From: | 510-220-5090702 | Operating Contingency | (175,000) | Transferred funds from operating contingency to the Strategic Planning department for Pickup Master Plan. |
| To: | 510-320-XPL2306 | Pickup Master Plan | 175,000 | |
| March-23 | | | | |
| Transfer #11 | | | | |
| From: | 510-320-Multiple | Strategic Planning and Development | (237,916) | Transferred funding for sustainability programs from Strategic Planning to Enterprise Program Management. |
| To: | 510-130-Multiple | Enterprise Program Management | 237,916 | |

Reserve, Allocated & Restricted Funds

Reserve Funds



Allocated & Restricted Funds



Notes:

- Additional funding was allocated to the statutory operating and budget stabilization reserves based on the board-approved funding formula. The statutory operating reserve equals 2 months of audited FY2022 operating expenses. Contributions to the budget stabilization reserve began in February 2016 with \$7 million reserved in FY2016 and \$3 million in FY2017. An additional contribution was made in FY2018 to fully fund the budget stabilization reserve. The sustainability capital fund was established in FY2022 with \$10 million to support CapMetro's Sustainability Vision Plan. In March 2022, a regional partnership with small-member cities and a \$10 million Transit Supportive Infrastructure Fund was established. A \$30 million Facility Master Plan Reserve Fund was also established in FY2022 and \$30 million added in FY2023 as CapMetro addresses one of the largest needs of the agency.
- Funds for capital investment are required to help address extensive capital needs. The capital budget for FY2023 is \$475 million, with \$228.6 million funded by FY2022 income and \$246.4 million from capital contributions and grants. These capital improvements are needed to maintain the state of good repair of the community's transit infrastructure and to be in compliance with Federal regulations. The FY2023 capital budget also contains CapMetro held contracts of the Project Connect program of projects. The City of Austin Mobility Fund was reduced by \$1.4 million from City projects in FY2021.

Statement of Revenue, Expenses and Change in Net Position

| \$' Million | FY22 Mar YTD Actual | FY23 Mar YTD Actual | FY23 Full Year Budget | % of Budget |
|---|------------------------|------------------------|--------------------------|--------------|
| <i>Operating Revenue</i> | | | | |
| Passenger Revenue | \$6.6 | \$8.7 | \$17.6 | 49.5% |
| Freight Railroad Revenue | 3.6 | 3.1 | 6.8 | 45.6% |
| Other Revenue | 5.4 | 2.2 | 6.3 | 34.9% |
| Total | 15.7 | 14.1 | 30.8 | 45.6% |
| <i>Operating Expenses</i> | | | | |
| Salaries and Benefits | 29.8 | 36.9 | 84.0 | 43.9% |
| Professional Services | 12.8 | 19.4 | 60.5 | 32.1% |
| Fuel and Fluids | 4.3 | 7.0 | 16.4 | 42.6% |
| Utilities | 1.7 | 2.0 | 4.3 | 45.8% |
| Purchased Transportation | 73.1 | 95.3 | 182.8 | 52.1% |
| Other Expenses | 2.5 | 10.3 | 32.9 | 31.4% |
| Lease/Rental | 1.8 | 2.3 | 6.4 | 35.2% |
| Depreciation & Amortization | 25.0 | 24.2 | 54.4 | 44.4% |
| Total | 151.0 | 197.3 | 441.8 | 44.7% |
| <i>Operating Income/Loss</i> | <i>(135.3)</i> | <i>(183.3)</i> | <i>(411.0)</i> | <i>44.6%</i> |
| <i>Non-Operating Revenue/(Expenses)</i> | | | | |
| Sales Tax | 167.6 | 193.4 | 371.0 | 52.1% |
| Investment Income | .4 | 8.5 | .8 | 1068.5% |
| Operating Contributions and Grants | 19.7 | 24.7 | 132.9 | 18.6% |
| Capital Contributions and Grants | 7.3 | 18.3 | 246.4 | 7.4% |
| Mobility Interlocal Agreements | (1.0) | (1.1) | (10.3) | 11.1% |
| Other | (.0) | (.0) | .0 | (1684.4%) |
| <i>Non-Operating Income/(Loss)</i> | <i>194.0</i> | <i>243.8</i> | <i>740.8</i> | <i>32.9%</i> |
| Change in Net Position | \$58.7 | \$60.5 | \$329.8 | 18.3% |

Budget Variances by Department

| \$'000 Department | FY22 YTD Actual | FY23 YTD Actual | FY23 YTD Revised Budget | YTD % of Revised Budget | YTD Budget vs. Actual | FY23 Budget Full Year | Comments |
|--|--------------------|--------------------|----------------------------|-------------------------------|--------------------------|--------------------------|---|
| 100 - Non-Allocated Benefits | \$7,604 | \$7,942 | \$8,753 | 90.7% | \$811 | \$17,832 | Savings in pension expense pending actuarial valuation |
| 102 - Wellness Center | 126 | 132 | 618 | 21.4% | 486 | 1,521 | Savings in professional fees associated to health clinic |
| 103 - Child Care Center | 499 | 357 | 583 | 61.4% | 225 | 1,157 | Timing of professional fees |
| 105 - Business Center | 153 | 141 | 190 | 74.2% | 49 | 380 | Timing of professional fees and office equipment |
| 110 - Executive Staff | 460 | 761 | 856 | 88.9% | 95 | 1,613 | Timing of dues and subscriptions |
| 118 - Government Affairs | 478 | 417 | 578 | 72.2% | 161 | 1,072 | Savings from vacancies |
| 119 - Diversity, Equity, and Inclusion | 316 | 313 | 558 | 56.2% | 244 | 1,110 | Savings from vacancies and timing of consulting fees and local chamber sponsorships |
| 120 - Board Of Directors | 86 | 83 | 103 | 81.1% | 19 | 203 | |
| 125 - Internal Audit | 206 | 187 | 215 | 87.1% | 28 | 429 | |
| 130 - Performance Management and Imagination | 594 | 705 | 1,039 | 67.8% | 334 | 1,611 | Savings from vacancies and timing of consulting fees |
| 140 - Safety | 855 | 811 | 1,218 | 66.6% | 407 | 2,456 | Savings from vacancies and timing of consulting and advertising expense |
| 141 - Public Safety and Emergency Management | 2,426 | 2,709 | 4,294 | 63.1% | 1,585 | 8,293 | Savings from vacancies and security services |
| 142 - Systemwide Accessibility | 0 | 138 | 525 | 26.2% | 388 | 805 | Timing of consulting fees |
| 150 - Legal | 386 | 681 | 863 | 78.9% | 182 | 1,465 | Timing of legal services |
| 220 - Finance | 2,639 | 2,642 | 6,002 | 44.0% | 3,360 | 13,232 | Timing of insurance premiums and unspent contingency |
| 230 - Information Technology | 7,710 | 10,682 | 14,946 | 71.5% | 4,264 | 23,745 | Timing of services expense and vacancy savings |
| 250 - Procurement | 1,001 | 1,190 | 1,137 | 104.7% | (54) | 2,274 | |
| 275 - Rideshare | 747 | 1,100 | 847 | 129.9% | (253) | 1,843 | Correcting entry needed. Average of 5 fewer vanpools than budgeted. |
| 320 - Planning | 1,337 | 2,763 | 4,931 | 56.0% | 2,167 | 8,175 | Timing of transit priority-right of way and 5-Year & 10-year long-range service plans |
| 330 - Marketing and Communications | 1,851 | 2,007 | 4,492 | 44.7% | 2,484 | 6,756 | Savings from vacancies and timing of value of transit, data mining, fall & spring, fare collection and website upgrades |
| 331 - Community Engagement | 435 | 476 | 875 | 54.4% | 399 | 1,764 | Savings from vacancies and timing of sponsorships and partnerships, outreach, Smart Trips and community survey |
| 332 - Customer Service | 551 | 534 | 602 | 88.7% | 68 | 1,215 | Savings from vacancies |
| 340 - People and Culture | 1,936 | 2,631 | 2,472 | 106.4% | (159) | 4,898 | Timing of professional fees |
| 457 - Public Facilities | 2,475 | 2,868 | 3,317 | 86.5% | 449 | 6,768 | Timing of professional and maintenance services and utilities |
| 530 - Capital Projects | 598 | 959 | 1,287 | 74.5% | 328 | 2,577 | Savings from vacancies and timing of professional services |
| 540 - Property and Asset Management | 1,516 | 3,134 | 3,534 | 88.7% | 400 | 7,178 | Timing of building maintenance professional services |
| 542 - Freight Rail Management | 877 | 764 | 1,001 | 76.3% | 237 | 2,188 | Savings from postponement of road crossing analysis |
| 544 - Commuter Rail Operations | 10,310 | 11,582 | 12,614 | 91.8% | 1,033 | 24,780 | Savings in purchased transportation from fewer hours and timing of rail operations modeling and road crossing analysis |
| 550 - Real Estate and Facility Planning | 1,498 | 1,751 | 1,858 | 94.2% | 108 | 5,317 | |
| 600 - Operations and Maintenance Oversight | 55,980 | 86,932 | 82,050 | 106.0% | (4,882) | 163,820 | |
| 615 - Innovative Mobility | 2,669 | 3,238 | 3,543 | 91.4% | 305 | 7,680 | Savings in CARTS purchased transportation from fewer hours due to staff and vehicle shortages |
| 616 - MetroBike | 1 | 525 | 704 | 74.6% | 183 | 1,353 | |
| 620 - Demand Response Oversight | 15,840 | 18,483 | 19,092 | 96.8% | 609 | 40,062 | |
| 640 - Paratransit Reservation & Control | 1,107 | 1,101 | 1,250 | 88.1% | 149 | 2,497 | Savings from vacancies and temporary help |
| 650 - Paratransit Eligibility | 460 | 508 | 674 | 75.3% | 167 | 1,353 | Savings from vacancies and lower temporary help expenses |
| 920 - Project Connect | 260 | 1,186 | 4,810 | 24.7% | 3,624 | 15,231 | Timing of professional services |
| 940 - Project Connect Integration | 0 | 724 | 1,104 | 65.6% | 379 | 2,817 | Savings from vacancies and timing of consulting expense |
| Total | 125,987 | 173,157 | 193,538 | 89.5% | 20,383 | 387,471 | |

Capital Projects Summary

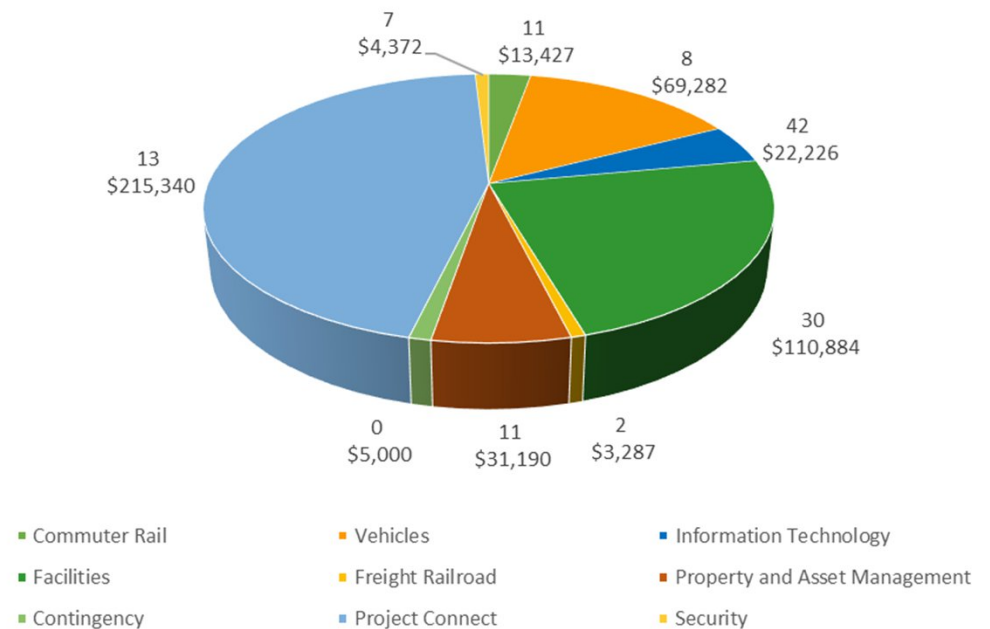
| \$'000 Project Category | Expended | Outstanding Commitments | Budget | Expended & Committed as % of Budget | Comments |
|------------------------------------|-----------------|------------------------------------|------------------|--|---|
| Commuter Rail | \$1,888 | \$1,493 | \$13,427 | 25.2% | Lakeline Leander Siding |
| Vehicles | 9,215 | 9,338 | 69,282 | 26.8% | Electric Bus Replacements |
| Information Technology | 6,568 | 5,997 | 22,226 | 56.5% | Enterprise Resource Planning, Data Warehouse/Business Intelligence and Customer Payment Systems |
| Facilities | 4,940 | 48,834 | 110,884 | 48.5% | Bus Electrification Infrastructure, Airport Lamar Red Line Grade Separation and Bus Stop Enhancements |
| Freight Railroad | - | 60 | 3,287 | 1.8% | Bridge Replacement |
| Property and Asset Mgmt | 1,388 | 1,037 | 31,190 | 7.8% | Demand Response Operations and Maintenance Facility Replacement and 1705 Guadalupe |
| Contingency | - | - | 5,000 | 0.0% | |
| Project Connect | 46,410 | 43,073 | 215,340 | 41.6% | Orange Line, Blue Line and PMOR, MetroRapid Lines and McKalla Station |
| Security | 84 | 111 | 4,372 | 4.5% | Rail House Signal Security Enhancements and Camera Replacements and Enhancements |
| Total | \$70,491 | \$109,942 | \$475,008 | 38.0% | |

Outstanding commitments are for purchase orders that have been issued.

Capital Portfolio Summary

| \$'000 | | |
|-------------------------------|-------------------|---------------|
| Project Category | FY23 Budget | # of Projects |
| Commuter Rail | \$ 13,427 | 11 |
| Vehicles | 69,282 | 8 |
| Information Technology | 22,226 | 42 |
| Facilities | 110,884 | 30 |
| Freight Railroad | 3,287 | 2 |
| Property and Asset Management | 31,190 | 11 |
| Contingency | 5,000 | 0 |
| Project Connect | 215,340 | 13 |
| Security | 4,372 | 7 |
| Total | \$ 475,008 | 124 |

FY23 Capital Budget



All numbers shown in \$'000s

Portfolio Highlights

| Portfolio Projects | FY23 Budget | FY23 Mar YTD Actuals + Commitments |
|---|--------------|---------------------------------------|
| Project Connect Portfolio | | |
| MetroRapid Pleasant Valley | \$36,724,000 | \$8,591,994 |
| MetroRapid Expo Center | \$34,516,000 | \$12,471,482 |
| McKalla Double Track Drainage and Signals | \$23,200,000 | \$21,332,860 |
| Information Technology Portfolio | | |
| Data Warehouse and Business Intelligence Enhancements | \$2,908,130 | \$2,672,784 |
| Customer Payment Systems | \$2,173,861 | \$1,128,310 |
| Enterprise Customer Relationship Management System | \$2,000,000 | \$942,273 |
| Vehicles Portfolio | | |
| Electric Bus Replacements | \$42,034,000 | \$14,359,202 |
| Paratransit Fleet Expansion | \$5,051,500 | \$79,770 |
| Heavy Duty Driver Barriers | \$2,433,440 | \$2,477,273 |

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Finance, Audit and Administration Committee

Item #: AI-2023-779

Agenda Date: 5/17/2023

FY2024 Proposed Budget Calendar



FY2024 Budget Development Calendar

Board Committees 5/17

FY2024 Budget Development Calendar

- Feb 7 Operating and Capital Budget kick-off meeting with departments
- Apr 14 Capital and Operating Budget requests received from departments
- May 10 Board Committees review proposed budget calendar
- Jun 7 Initial review with Access Advisory Committee
- Jun 14 Initial review with Customer Satisfaction Advisory Committee
- Jun 14 Board Committees initial review and discussion
- Jun 23 Initial review with Public Safety Advisory Committee
- Jul 12 Budget proposal presented to Board Committees
- Jul 24 Budget proposal presented to Board of Directors

FY2024 Budget Community Engagement

- Aug 2 Presentation to Access Advisory Committee
- Aug 9 Presentation to Customer Satisfaction Advisory Committee
- Aug 14 Update Board Committees
- Aug 21-25 Budget public outreach and webinar
- Aug 25 Presentation to Public Safety Advisory Committee
- Aug 25 Proposed budget document is published online
- Sep 13 Update Board Committees
- Sep 13 Public hearing on proposed budget and capital improvement plan
- Sep 25 Board of Directors considers budget proposal for adoption

FY2024 Budget Development Calendar

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

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Finance, Audit and Administration Committee

Item #: AI-2023-791

Agenda Date: 5/17/2023

University of Texas Spring 2023 Intern Program Audit Results



Internal Audit UT Intern Audit Projects Spring 2023

May 17, 2023

CapMetro – UT Audit Intern Program

- CapMetro joined UT Audit Intern Program in the 2018 Fall semester.
- UT's #1 ranked Masters of Professional Accounting Audit class requires volunteer audit work at about 5 hours per week on assigned projects.
- Course Syllabus Objective: "...introduce students to the current scope of internal auditing that extends far beyond the traditional external audit attestation of financial statements."
- Teams of three students are assigned to each audit project.
- Audit project objectives and deliverables are identified and set at the beginning of the project in the planning stage.
- The audit projects require a combination of auditing skills, business acumen, and consulting and advisory capability.
- UT Audit Interns work under the guidance of the VP of Internal Audit and staff.

UT Audit Projects Chosen – Spring 2023

Four UT Projects Teams with deliverables as follows:

- 1) Bus Parts – Management & Controls – This project will benchmark inventory policies/procedures against other transit agencies; flowchart parts controls; perform data analytics to identify excessive and obsolete inventory; etc.
- 2) MetroBike – CapMetro manages 800 Bikes & 82 stations for COA based upon an ILA agreement. This project will analyze controls over the bikes and related revenues and identify key controls to ensure compliance with the contract and completeness and accuracy of revenues.
- 3) Advertising Revenue (Intersection Media LLP) – Intersection LLP is responsible for selling and installing all external marketing materials (e.g. Coca-Cola wrap on a Bus) and they collect all monies and share a percentage of the revenue with CapMetro. This project will evaluate contract controls.
- 4) Policies/Procedures Governance (Owner, Structure, Content, & Training) – This project will review CapMetro policy/procedure processes, compare to other transit agencies' processes, identify best practices, and develop recommendations for improvement.

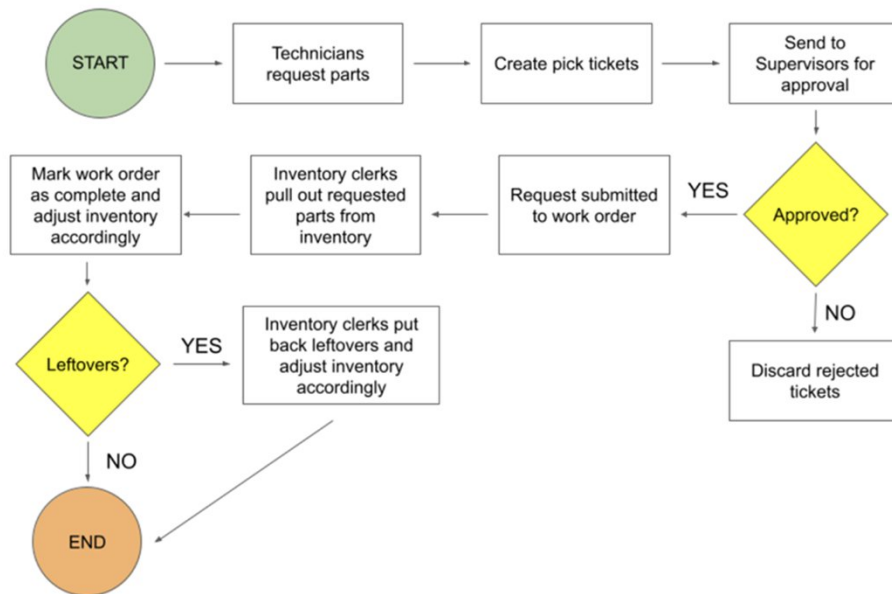
Deliverables

| | Process Review | Flowcharting | Contract Review | Data Analytics | Presentation with Recommendations |
|----------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Bus Parts Management | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| MetroBike | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Advertising Contract | <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Policy Governance | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

Bus Parts – Flowcharts & Procedures

Created Flowcharts: Purchasing; Receiving; Payment; Consumption; Cycle Counting.

ex. Consumption through Work Order:



Wrote Procedures: Physical Inventory; Cycle Counting; Warehouse Transfers.

PARTS AND INVENTORY PROCEDURES FOR ANNUAL PHYSICAL INVENTORY

1.0 Purpose:

The purpose of this procedure is to outline the areas of responsibilities and the procedures for an annual physical inventory count.

2.0 Responsibilities:

The Parts Supervisors, assisted by the Parts Clerks will be responsible for performing annual physical inventory count and valuation on March 31. The Parts Supervisors must report the results of the inventory count and valuation to the Accounting Department.

3.0 Definitions:

- 3.1 Physical Inventory – The annual process by which material is physically counted and compared to the book or financial record balance.
- 3.2 Actual Count – The actual physical count taken at a specified time.

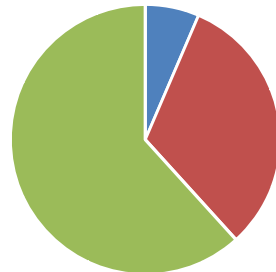
Bus Parts – Data Analytics Model (Repeatable)

Model can be refreshed by CapMetro for ad hoc or on-going analytics.

| SUMMARY OF DATA ANALYTICS (CAP METRO: BUS PARTS) | | | |
|--|--------|------------|--|
| <u>Original Data</u> | | | |
| <u>Stock Levels</u> | | | |
| | Count | Percentage | |
| Understock | 576 | 6.46% | |
| Overstock | 2,842 | 31.85% | |
| Fully Stock | 5,505 | 61.69% | |
| <u>Missing Min/Max</u> | | | |
| | Count | Percentage | |
| Missing Min | 1,161 | 13.01% | |
| Missing Max | - | 0.00% | |
| Missing Both | 670 | 7.51% | |
| Missing None | 7,092 | 79.48% | |
| <u>No Quantity</u> | | | |
| Amount | 2,874 | 25.43% | |
| <u>Avg. vs. Last Price</u> | | | |
| | Count | Percentage | |
| >20% Over | 415 | 3.67% | |
| >20% Under | 699 | 6.18% | |
| Neither | 10,189 | 90.14% | |

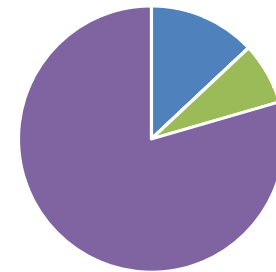
| | | | |
|-------------------------------|-------|------------|--|
| <u>Quantity and No Price</u> | | | |
| Amount | Count | Percentage | |
| | 125 | 1.11% | |
| <u>Value and No Cat Desc.</u> | | | |
| Amount | Count | Percentage | |
| | 1,361 | 12.04% | |
| <u>Value and No Location</u> | | | |
| Amount | Count | Percentage | |
| | 2,689 | 23.79% | |

Stock Levels by Part



■ Understock ■ Overstock ■ Fully Stock

Parts Missing Min/Max

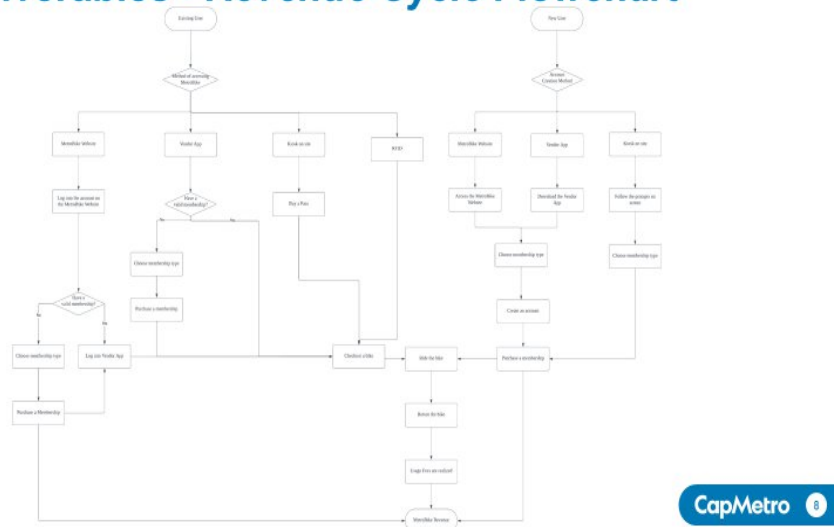


■ Missing Min ■ Missing Max ■ Missing Both ■ Missing None

MetroBike – Flowcharts

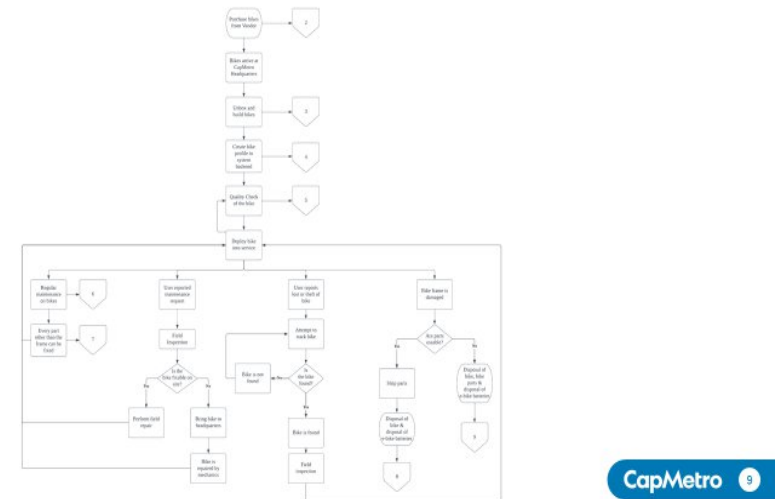
Revenue Cycle

Deliverables - Revenue Cycle Flowchart



Asset Management Cycle

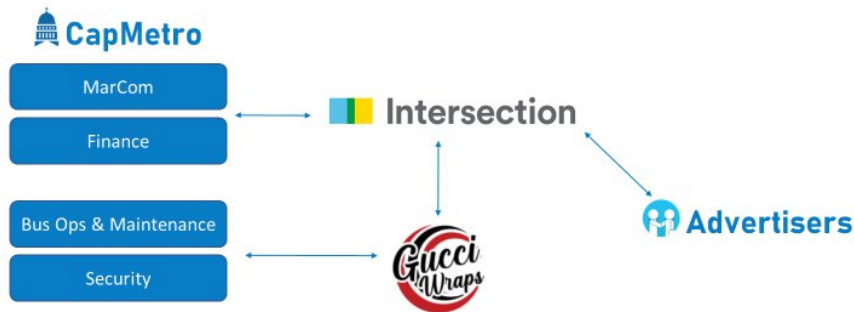
Deliverables - Asset Management Flowchart



MetroBike – Benchmarking Survey

| City | CapMetro | Philadelphia | Fort Worth | Boulder, CO | Los Angeles |
|--|--|--|--|--|--|
| Number of Bikes | 508 | 2,171 | 398 | 325 | 1,849 |
| Break down of bikes by model type (e.g. e-Bikes and pedal bikes) | Electric - 317 Classic - 191 | Electric - 1,073 Classic - 1,098 | E-Bikes: 132 Pedal: 266 | E-Bikes: 325 | E-bikes: 234 Pedal bikes: 1,614 |
| Number of Stations | 82 | 205 | 62 | 55 | 221 |
| Number of Docks | 1,372 | 4,178 | 790 | 625 | 3,405 |
| Number of FTEs | 12 | 41 | 6 | 8 | 71.5 |
| Breakdown of staffing by position | Bike Mechanics - 2 Mobile Technology Techs (Station Techs) - 1 Support Specialist - 2 Service Reliability Techs (Field Techs) - 5 Managers/Supervisors - 3 | Bike Mechanics - 10 Field Operations (Station Techs & Field Techs) - 10 Dispatchers - 4 Marketing Specialists - 3 Community Engagement Specialists - 3 Managers and Other Professional Staff - 11 | Director (FT) - 1 Mechanical Manager (FT) - 1 Technical Manager (FT) - 1 Systems Administrator (FT) - 1 Bike Sharing Specialist (FT) - 2 Bike Sharing Specialist (PT) - 2 Bike Mechanic (PT) - 1 | 1.5 FTE admin coordinators: 57 3.5 FTE field operations (bike redistribution) d recharged bike battery installation) 3 FTE bike mechanics | General Management: 2 Operations including management, mechanics, field techs, station techs, dispatch and technical operations Admin/support/IT/Fleet & Facility/Data: 6 Marketing: 5.5 HR: 1 |
| Number of bike repairs on average/day | 10 | Approx 40 | 15+ Bikes | 10 | 136 repairs on average during week days |
| Most recent number of trips/year | 316,994 | 2022: 851,864 | 77,517 | 467,000 (2022) | 290,310 trips |
| Size of geographical area serviced (square miles) | 5 square miles | Approx 70 sq/miles | ~50 square miles | 5 | ~ 120 sq. mi. |
| Average distance between stations | unknown | unknown | Less than a mile | 0.25-0.5 miles | A little under 0.5 mi spacing between stations on average |
| Number of vehicles used | 2 | 7 | 3 | 1 gas-powered van 1 gas-powered box truck 1 electric cargo bike | - 12 vans - 16 Field staff e-bikes/e-cargo bikes |

Advertising Contract – Flowchart and Risk Mapping



Key Risks

Revenue Recognition

- Intersection may underpay CapMetro for advertising via incomplete or incorrect payment

Contract Compliance

- Low-quality work
- Poor communication
- Timely install/removal

Ineffective Selling

- Intersection may not do a good job selling advertisements and CapMetro could have the potential to earn more revenue

Facilities and Equipment

- Potential damage to CapMetro fleet
- Security risk of third-party contractors accessing CapMetro facilities

CapMetro Brand

- Unapproved advertising
- Inappropriate advertising
- Outdated advertising

Policy Governance – Survey Questions, Policies & Procedures Inventory

Surveys Received: CapMetro; DART; and VIA

Questions

- 1 Does your agency have a policy on policies?
- 2 Who can create and/or approve changes to them?
- 3 Who oversees/administers policies?
- 4 Do you notify employees anytime a policy is created and/or modified?
- 5 Where do you store policies and procedures for employee access?
- 6 Do you train employees on policy changes?
- 7 Is there a formal review period for policies?
- 8 Do you have a Policy Document Registry?
- 9 Do you require any trainings for employees for important policies?
- 10 Do you have a Code of Conduct policy?
- What is the greatest risk of not having a strong policy management
- 11 process in place?
- 12 Formal process to accept newly recommended policies?
- On a scale of 1 to 10, how aware are employees of how policies are
- 13 developed, implemented, and reviewed?
- Do you consider yourself a basic, intermediate, or advanced
- 14 organization in the policy process?

Combining Policies Under Broader Documentation

| # | Department | Policy # | Policy Name | Purpose | Group Policies that Could Potentially Be Combined Together by Category into One Document [Example is People & Culture policies into an employee handbook and another example is the two ADA policies could be combined into one document.] |
|----|---------------------|----------|--|----------------------------|--|
| 1 | People & Culture | HRC 700A | ADA - Information for Employees | The Americans with | Americans with Disabilities |
| 2 | People & Culture | HRC 700 | Americans With Disabilities Act Policy | The Americans with | Americans with Disabilities |
| 3 | Information | IT 208 | Information Technology Steering | This policy is designed | Committees |
| 4 | Board | N/A | Advisory Committees Policy | Texas Transportation | Committees |
| 5 | Board | N/A | Finance Audit & Administration | The Finance, Audit and | Committees |
| 6 | Board | N/A | Operations, Planning and Safety | The Operations, | Committees |
| 7 | People & Culture | HRC 200 | Compensation Plan & Administration | The purpose of this | Compensation |
| 8 | People & Culture | HRC 201 | Executive Compensation Administration | The purpose of this | Compensation |
| 9 | Board | N/A | President & CEO Total Compensation | The purpose of this | Compensation |
| 10 | Office of Diversity | OOD 005 | DBE Policy Statement | Capital Metro has | DBE/SBE |
| 11 | Office of Diversity | OOD 106 | Small Business Enterprises | Capital Metro | DBE/SBE |
| 12 | Board | N/A | Investment Policy | Capital Metro | Debt Management/Investing |
| 13 | Board | N/A | Debt Management Policy | The purpose of this | Debt Management/Investing |
| 14 | People & Culture | HRC 108 | Drug & Alcohol Policy for FTA Covered | The purpose of this | Drug & Alcohol |
| 15 | Board | N/A | Prohibiting The Consumption of Alcohol | The purpose of this | Drug & Alcohol |
| 16 | Safety | RM 107 | Drug & Alcohol Free Workplace | This policy applies to all | Drug & Alcohol |
| 17 | Office of Diversity | OOD Form | CapMetro EEO Complaint Form | N/A - form | EEO |
| 18 | Office of Diversity | OOD 104 | CapMetro EEO Policy Statement | Not listed | EEO |
| 19 | People & Culture | HRC 225 | Emergency Closure Policy | The President/CEO or | Emergency |
| 20 | Public Safety & | SEC 101 | Emergency Notification Policy | This policy establishes | Emergency |
| 21 | Board | N/A | Administrative Policy for Fare Evasion | Approval of a | Fares |
| 22 | Board | N/A | Fare Policy | The purpose of this | Fares |
| 23 | Risk Management | RM 100 | Standard Insurance Limits | This standard | Insurance Guidelines |
| 24 | Risk Management | RM 101 | Internal Insurance Limits Policy | The Risk Management | Insurance Guidelines |
| 25 | Marketing & | COM 100 | Media Relations Policy | This policy applies to all | Media |
| 26 | Strategic | COO 102 | Video Policy | To standardize | Media |
| 27 | Commuter Rail | N/A | Railroad Grade Crossing Standard | N/A - operating | Railroad Guidelines |

CapMetro 10

CapMetro

Questions?



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Finance, Audit and Administration Committee

Item #: AI-2023-795

Agenda Date: 5/17/2023

Internal Audit FY23 Plan Status

| | Projects | Status & % Complete | Additional Details |
|----|---|---------------------|----------------------|
| | FAA COMMITTEE & INTERNAL AUDIT CHARTER COMPLIANCE | | |
| 1 | Finance, Audit & Administration (FAA) Committee Meetings: 10/12; 11/9; 12/7; 1/20; 2/13; 3/8; 4/12; 5/10; 6/14; 7/12; 8/14; 9/13; 10/11 | In-Process | |
| 2 | Semi-annual Implementation Status Report - November 2022 | Completed | January |
| 3 | Semi-annual Implementation Status Report - May 2023 | In-Process | June |
| 4 | FY2023 Risk Assessment & development of FY24 Audit Plan | | |
| | | | |
| | | | |
| | FY23 Audit Assurance & Advisory Projects | | |
| 1 | Joint Powers Agreement & Related Interlocal Agreements - Advisory | In-Process | |
| 2 | ERP (Oracle) Implementation Advisory | In-Process | |
| 3 | FastPath - Analyze Oracle segregation of duties | In-Process | |
| 4 | MV Contract - Pass Through Charges (e.g. Payroll; Spare Parts; etc.) | In-Process | |
| 5 | GRC - Contract Performance Management System Advisory | | |
| 6 | GRC (Governance Risk & Compliance) System Implementation | In-Process | |
| 7 | GRC (Governance Risk & Compliance) - UT Interns on Bus Ops, Maintenance & Safety | Completed | January |
| 8 | GRC (Governance Risk & Compliance) - UT Interns on Rail & Demand Response Operations, Maintenance & Safety | Completed | January |
| 9 | GRC (Governance Risk & Compliance) - UT Interns on Safety Dept | Completed | January |
| 10 | Bus Parts Management & Controls | Completed | May |
| 11 | New MV Transit Contract Model | | |
| 12 | Miscellaneous Revenue Controls | In-Process | |
| 13 | NIST Cybersecurity Framework (Facilitated Self Assessment) | In-Process | CISA audit 3/7 - 3/9 |
| 14 | Annual Cybersecurity Review | | |
| 15 | Benchmarking Policies & Procedures (Structure, Content, Governance & Training) | Completed | May |
| | | | |
| | CONTINGENT AUDIT PROJECTS - FY23 | | |
| 1 | MetroBike Program | Completed | May |
| 2 | Hexagon (Infor) System - post go live review | | |
| 3 | Safety Management System (SMS) - Management of Change | | |
| 4 | Paratransit & Demand Response Operations | | |
| 5 | McKalla Station | | |
| 6 | Bus Charging Infrastructure | | |
| 7 | Bytemark - Account-Based System | | |
| 8 | AMP Cards & New Fare Structure | | |
| 9 | United Healthcare & Other Self-Insured Benefits (TPA Payments) | | |
| 10 | Microsoft Sharepoint & Active Directory | | |
| 11 | Salary Adjustment & Merit Process | | |
| 12 | Rail-FRA PTC Change Management Requirements (Herzog) | | |
| 13 | Board Policies/Goals - Monitoring & Reporting (e.g., OTP; Fare Recovery; DBE; Title 6 Equity Analysis; etc.) | | |
| 14 | Spare Labs.com - Demand Response System Implementation | | |
| 15 | Demand Response North Base Facility Build - FY25 Opening | | |
| 16 | MetroRapid Startup - June 2025 | | |
| | | | |
| | NEW PROJECTS ADDED TO FY23 AUDIT PLAN by Terry Follme | | |
| 1 | Oracle - Health & Safety module implementation and interface to GRC | | |
| 2 | MV Transportation - New Hire Bonuses (\$7K Moving; \$3K Training) | In-Process | |
| 3 | P-Card Non-travel transactions - Policy & Compliance | In-Process | |
| 4 | | | |