



Agenda - Final
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, May 22, 2023

12:00 PM

Rosa Parks Boardroom

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Recognition

1. Cap Metro Bus and Paratransit Roadeo Winners

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 April 24, 2023 Board Meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with RailComm LLC, to provide rail dispatch and management software hosting, maintenance and support for one (1) base year and two (2) option years in an amount not to exceed \$771,644.

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with EAR Telecommunications, LLC for the construction of a traffic signal at the intersection of Decker Lane and Colony Loop in the amount of \$423,491, plus 15% contingency, for a total amount not to exceed \$487,015.
4. Approval of a resolution authorizing the President & CEO, or her 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.

VII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or her designee, to implement the August 2023 Service Changes.
2. Approval of a resolution authorizing the President & CEO, or her designee, to add \$750,000 in funding to an existing contract with Stacy and Witbeck, Inc. for an in-progress Design-Build project for the McKalla Rail Station for a total contract amount not to exceed \$20,883,945 and to grant to the City of Austin any easements reasonably necessary to operate and maintain the facilities constructed pursuant to this contract amendment.

VIII. Report:

1. President & CEO Monthly Update

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

Section 551.072 for Deliberation regarding Real Estate matters related to the potential purchase of administrative offices

Section 551.074 for Personnel Matters related to President & CEO Performance Measures and Goals

X. Memos:

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

1. Memo: CapMetro Fixed Route Service Request for Proposals (May 11, 2023)
2. Memo: Transit Empowerment Fund and New Program for Unhoused Community Members (May 18, 2023)

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

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org 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, May 10, 2023
6:00 PM

CapMetro Employees: Brian Alejandro, Jeremy Benoit, Peter Breton, Edna Parra, Brian Robinson, Marcella Wood.

Committee Members: Arlo Brandt, David Foster, Fangda Lu, Ephraim Taylor.

Guests: Ruven Brooks.

Meeting called to order at 6:10 PM

Welcome / Introductions / Call to Order

Chair Taylor

Public Communications

David Foster invites the committee members and CapMetro Staff to “Political Pedal”, an event on Friday, May 19, 2023, at 5:00 pm, starting from City Hall. Many politicians will be invited, and since the day is Bike to Work Day, they expect good turnout.

David Foster explains that storing bikes when riding the Red Line is difficult due to having to lift the bikes up, and hopes to see an improvement in the storage process.

Enda Parra says that CapMetro will share the feedback with ATP to help inform their light rail vehicle design.

Public Safety Ambassadors – Hiring and General Program Update

Brian Robinson, Public Safety Supervisor

Brian Robinson overviews the public safety ambassador program, including hiring updates, data collected about their work, and the scope of their duties.

David Foster asks what the procedure is regarding vagrancy at bus stops. **Brian Robinson** says that the Public Safety Dispatch will assess the level of the call, and will send out the appropriate staff, whether that’s a Public Safety Ambassador, Bus Inspector, or Road Supervisor (usually in pairs).

Transit Police Update

Jeremy Benoit, Captain

Jeremy Benoit overviews new developments for the Transit Police Department formation, including facilities projects, policies and procedures discussions, and future hiring.

Ephraim Taylor asks what the vision is for the CapMetro Police Department Website, such as informational, feedback oriented, or transparency focused. **Jeremy Benoit** explains that CapMetro has obtained consulting services from Sherry Matthews, a firm which will help inform what is on the website.

Complaint Statistics Update

Brian Alejandro, Director of Customer Care

Brian Alejandro introduces the Customer Care Staff and overviews the customer care statistics for the year to date.

David Foster asks if we're looking at peer agencies regarding our processes and statistics for certain issues over others, and **Brian Alejandro** explains that he plans to reach out to other agencies to learn more from them.

David Foster asks about formal and informal outreach to other agencies to learn from their processes. **Marcella Wood** explains that before the COVID-19 pandemic, there was a convention that staff attended, but there was also some staff outreach to peer agencies regularly.

Approval of the minutes – Quorum not met, approval by email.

Meeting adjourned at 6:58 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, May 3, 2023

5:30 PM

Virtual Presentation

CapMetro Employees: Chad Ballentine, Jeremy Benoit, Peter Breton, Louise Friedlander, Martin Kareithi, Julie Lampkin, Edna Parra, Brian Robinson, Sara Sanford, Randy Slaughter.

Supporting Staff Attendees: Jon Drinkwater, Raul Vela, Christopher Westbrook.

Committee Members: Estrella Barrerra, Andrew Bernet, Audrea Diaz, Otmar Foehner, Mike Gorse, Paul Hunt, John McNabb.

Guests: Rebecca Allbritton, Cameron, Tom Cook, Stacy Landry, Chanam Lee, Jason Miller.

Meeting called to order at 5:35 PM

Welcome / Introductions / Call to Order

Chair Hunt

Public Communications

Chanam Lee provides information regarding a transit study she is leading and asks participants to join or promote the project.

Mike Gorse outlines his feelings on best practices around operator communication and tone, and **Martin Kareithi** mentions that he'll be in contact to speak more on the subject.

Rebecca Allbritton mentions that her friend went through the evaluation process to be certified to use a wheelchair on MetroAccess, and that when she got a new wheelchair, she was told that she wouldn't be evaluated again in some time due to a backlog of evaluations. **Sara Sanford** explains that waiting for an evaluation shouldn't prevent any rider from using a new mobility device, and that she has presumptive eligibility until she is evaluated again.

Paul Hunt asks if a rider gets a new mobility device, does the equipment information have to be updated before an evaluation, and **Sara Sanford** says that they try to get new measurements.

Rebecca Allbritton mentions that there is a lack of curb cuts in around the city and asks what department handles that in the City of Austin. **Martin Kareithi** outlines that she can contact 311 or call John Eastman.

Paul Hunt asks if operators are given information regarding riders being deaf or blind. **Julie Lampkin** says no, they only provide mobility aid information, and that currently the customer's picture is not provided either. She explains that the implementation of the new Spare software should help remedy issues where operators are unable to identify customers.

Paul Hunt suggests a work session on the issue.

Otmar Foehner asks if the new system will provide more info than just a picture to the operators about the customer, and Julie confirms.

Public Safety Ambassadors – Hiring and General Program Update

Brian Robinson, Public Safety Supervisor

Brian Robinson overviews the public safety ambassador program, including hiring updates, data collected about their work, and the scope of their duties.

Paul Hunt asks for clarification on what the "Check Welfare" call means. **Brian Robinson** explains that most often, those calls are related to someone sleeping on the bus or at a stop and related issues.

Paul Hunt asks if there's a way for a customer to call for a Public Safety Ambassador, and **Brian Robinson** says that currently that's not in the plans, but that they try to be present as much as possible.

Estrella Barrerra asks how the ambassadors are being received, and what kinds of feedback they're getting. **Brian Robinson** says he's getting a lot of positive feedback, and that for many calls where a Temporary Police Officer would usually respond, a Public Safety Ambassador can handle the issue.

Estrella Barrerra asks if the Ambassadors have specialized uniforms, and **Brian Robinson** says that they currently wear the same uniform as operators, but they're looking into obtaining specialized uniforms.

Tom Cook asks about protocols in place for taking calls from the customer service line and how precedence for multiple calls works. **Brian Robinson** says that the customer service line will forward the complaint to dispatch, and that precedence goes to more immediate and sensitive calls.

Sara Sanford mentions that the CapMetro app has a function to report public safety issues.

Transit Police Update

Jeremy Benoit, Captain

Jeremy Benoit overviews new developments for the Transit Police Department formation, including facilities projects, policies and procedures discussions, and future hiring.

Spare Demonstration

Jon Drinkwater, Senior Partner Success Manager at Spare Labs

Jon Drinkwater gives a short overview of the Spare software and demonstrates the software in action.

Otmar Foehner asks if scheduling weekly recurring rides will be available. **Jon Drinkwater** says that subscription trips are available, but they would have to call into the call center to set them up.

Otmar Foehner asks about associating wheelchairs or other mobility aids to a specific account, so that when booking through the app, a user wouldn't have to add them every time. **Jon Drinkwater** says that a user isn't able to do that through the app but if they call in it can be added, and that it's identified as an upgrade as they continue to develop the app.

Stacy Landry asks if that's a limitation of the app itself of the connections between a rider profiles a booking agent may see and Spare. **Jon Drinkwater** says that that specific feature is not implemented yet but will hopefully be added later on.

Otmar Foehner asks about confirming eligibility for additional riders on the app, and **Jon Drinkwater** says that they would have to confirm eligibility when boarding the vehicle.

Audrea Diaz asks if the same rules that apply for booking trips now will apply to the app, and **Jon Drinkwater** confirms.

Audrea Diaz asks if a user can book trips online from any one location to another, as the current web-based booking only allows you to create 5 favorites and book between those 5. **Jon Drinkwater** says yes, there are no limits on where you can select for pickup or drop-off, as long as they are both in the service area.

Audrea Diaz asks about time constraints for booking trips, and **Jon Drinkwater** says there are no constraints other than the ones already in place with the current system.

Julie Lampkin mentions that the current web-based booking has sometimes had issues with booking late night buses and says she's working on resolving that issue.

Audrea Diaz asks if there will be trainings on the software available for riders who may not be as tech savvy. **Sara Sanford** says that they will work on a training curriculum, but the call center will always be an option for riders that don't want to or know how to book through the app.

Audrea Diaz asks how the Where's My Ride capability will shift when Spare is implemented. **Jon Drinkwater** explains that once the vehicle is 2-5 minutes away from the pickup location, the vehicle will be made visible on the map in the app.

Paul Hunt asks how the "dropping pins" option for defining pickup locations will be accessible to those with visual impairments. **Jon Drinkwater** says that the GPS location is the default, so the pickup location will be based on the phone's GPS, which will be accessible.

Paul Hunt asks if Interactive Voice Response (IVR) booking will be a part of the new system, and **Sara Sanford** says no, they're relying on the app and web-based booking for any calls not going through the call center

Approval of the minutes - Motion to approve by John McNabb / 2nd by Otmar Foehner. Passes unanimously.

Meeting adjourned at 7:09 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, April 28, 2023
11:30am
Virtual Presentation

CapMetro Employees: Jeremy Benoit, Peter Breton, Darryl Jamail, Nina Loehr, Brian Robinson, Gardner Tabon, Yvonne Wilson.

Committee Members: Brent Payne, Stephen Foster, Kathryn Kalinowski, Adam Powell, Monica Sanchez, Lauren Taylor, Leslie York.

Meeting called to order 11:33 AM

Welcome / Introductions / Call to Order
Chair Powell

Approval of the minutes - Motion to approve by Kathryn Kalinowski / 2nd Adam Powell - passes unanimously.

Public Safety Ambassadors – Hiring and General Program Update
Brian Robinson, Public Safety Supervisor

Brian Robinson overviews the public safety ambassador program, including hiring updates, data collected about their work, and the scope of their duties.

Adam Powell asks what the threshold is for Ambassadors to refer community members to the Community intervention Specialist team. **Brian Robinson** says referrals usually occur when there are multiple calls that involve a specific community member, and that Ambassadors collaborate with Temporary Police Officers (TPOs).

Stephen Foster asks what "check area" call is, and **Brian Robinson** explains that it's a routine check of a bus stop or other CapMetro property.

Leslie York asks about the process of hiring supervisors and whether CapMetro promotes Ambassadors to that position internally, and **Brian Robinson** says the position is open internally and externally, so they may promote an Ambassador or may hire from outside the agency.

Transit Police Update
Jeremy Benoit, Captain

Jeremy Benoit overviews new developments for the Transit Police Department formation, including facilities projects, policies and procedures discussions, and future hiring.

Adam Powell asks what the process is for choosing a vendor for body cameras, and Jeremy Benoit explains that technical and functional considerations of the product are the major factors for choosing a vendor.

Gardner Tabon asks if there's reciprocity regarding hiring officers or other leadership positions at the department, and **Jeremy Benoit** says that yes, there is a TCOLE-certified online course that is about 120 hours of training along with a test that allows a person to only have to go through an onboarding & FTO program at a specific department.

Brent Payne asks if part of future officers' onboarding will include training on CapMetro's routes and services. **Jeremy Benoit** explains that there will be a 2-to-4-week onboarding training, where officers will be in plainclothes, will ride on the services, will talk with operators, and will work with Public Safety Ambassadors.

Monica Sanchez asks what de-escalation and other trainings officers will be required to take, and **Jeremy Benoit** confirms that officers will be required to take de-escalation training.

Leslie York asks who will be conducting the background checks for applicants, and **Jeremy Benoit** says that the People & Culture department will do some of the background check, and the department will do the rest, but anyone in the department doing that will be trained and TCOLE certified.

Leslie York says CapMetro should do deep dives on incoming officers to prevent officers with negative and hurtful behaviors to join. **Jeremy Benoit** says they're planning on that and more.

Stephen Foster asks about what the transition would look like between using APD officers to support and standing up the transit police department. **Jeremy Benoit** says CapMetro will still use APD at the start and will keep Memorandums of Understanding (MOUs) for Leander, Cedar Park, etc. to make sure that there is a good response time for incidents.

Stephen Foster asks if APD (or other) officers will wear CapMetro uniforms, and **Jeremy Benoit** says no.

Stephen Foster asks about CapMetro's current ability to respond to incidents considering APD's staffing issues, and **Jeremy Benoit** says that there's limited ability for them to respond to calls. **Darryl Jamail** adds that the Public Safety Ambassadors are really stepping up to help take those calls, and **Gardner Tabon** adds that APD was lacking 200 officers on patrol a month or so ago.

Stephen Foster asks if CapMetro is having Texas DPS officers respond to calls, and **Jeremy Benoit** says no.

Transit Police Messaging Research

Yvonne Wilson, Account Executive (Marketing & Communications)

Yvonne Wilson overviews the transit police messaging research plan, as well as planned internal and external focus groups.

Leslie York asks that, after the finalization of the messaging, can CapMetro provide talking points to the committee, and **Yvonne Wilson** says yes.

Transit Police Support Meetings

Nina Loehr, Program Manager, Executive Staff

Jeremy Benoit, Captain

Jeremy Benoit overviews the transit police support meetings, including what will be discussed in the meetings, how feedback will be collected, and how CapMetro will collect interest in what policies the committee members would like to give feedback on.

Nina Loehr explains how CapMetro Staff will organize feedback and follow up with committee members.

Public Safety Advisory Committee Recruitment Update

Peter Breton, Community Engagement Coordinator

Peter Breton gives an update on the committee recruitment campaign and includes information about the current number of applications and expected next steps.

June Meeting Updates

Peter Breton, Community Engagement Coordinator

Peter Breton explains that the June meeting will start off with elections for the Chair and Vice Chair of the committee, and that the meeting is currently scheduled for the 4th of July weekend.

Motion to reschedule the June meeting for Friday, June 23, 2023 from 11:30 AM – 1:00 PM; Stephen Foster / 2nd Adam Powell – passes unanimously.

Meeting adjourned at 12:34 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2023-794

Agenda Date: 5/17/2023

Approval of minutes from the April 24, 2023 Board Meeting.

Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, April 24, 2023

12:00 PM

Rosa Parks Boardroom

I. Call to Order

12:03 p.m. Meeting Called to Order
(Board Member Stratton arrived during Discussion Item #1)

Present: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

II. Public Comment:

Monica Breiger, Zenobia Joseph, Gavino Fernandez and Laura Cisneros provided public comment during this portion of the meeting. Sherri Taylor provided public comment after Discussion Item #1.

III. Advisory Committee Updates:

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

IV. Board Committee Updates:

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

V. Action Items:

1. Approval of minutes from the March 8, 2023 Public Hearing and March 27, 2023 Board Meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract for the printing of CapMetro System Maps with AC Printing in the aggregate amount not to exceed \$528,053 for one (1) base year and three (3) one-year options.

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

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

Away: Stratton

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Freeit Data Solutions to upgrade the current data center infrastructure to replace outdated equipment and improve performance, reliability, and security, in an amount of \$3,067,763 and a contingency of \$500,000 for a total not to exceed \$3,567,763, which consists of servers, storage, backup equipment, disaster recovery solution, services, installation, and annual maintenance.

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

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

Away: Stratton

4. Approval of a resolution authorizing the President & CEO, or her designee, to renew licensing and hosting services for Salesforce Service Cloud for a period of one (1) year in an amount not to exceed \$402,031, under an Interlocal Contract with the State of Texas Department of Information Resources Shared Technology Services.

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

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

Away: Stratton

5. Approval of a resolution authorizing the President & CEO, or her designee, to adopt the FY 2024 Strategic Plan.

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

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

Away: Stratton

6. Approve a resolution of the CapMetro Board of Directors appointing Board Member Becki Ross to serve as CapMetro's representative on the multi-agency Regional Affordability Committee.

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

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

Away: Stratton

VI. Discussion Items:

1. Diversity Equity and Inclusion Update

VII. Report:

1. President & CEO Monthly Update

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

Into Executive Session: 1:17 p.m.

Out of Executive Session: 2:25 p.m.

Section 551.074 for Personnel Matters related to President & CEO performance measures and goals.

Section 551.071 for Consultation with an Attorney regarding legal issues, including potential litigation, related to a contract

IX. Memo:

Note: Memo for information only -- will not be discussed at meeting.

1. Memo: Process to Appoint a New Board Member to the Austin Transit Partnership Board (March 31, 2023)

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

2:25 p.m. Meeting Adjourned

ADA Compliance

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

BOARD OF DIRECTORS: Jeffrey Travillion, Chair; 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-2023-767

Agenda Date: 5/22/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with RailComm LLC, to provide rail dispatch and management software hosting, maintenance and support for one (1) base year and two (2) option years in an amount not to exceed \$771,644.

FISCAL IMPACT:

Funding for this action is available in the FY2023 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 RailComm system is used daily by the MetroRail operations team to dispatch and manage passenger and freight trains in a safe manner.

BUSINESS CASE: This is a continuation of vendor maintenance and support for software that is critical to the safe and effective operation of the rail system.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 17, 2023.

EXECUTIVE SUMMARY: In 2007, Capital Metro implemented the initial RailComm system to provide dispatch and management of passenger and freight rail operations. The RailComm system remains a critical component

of rail operations. This software maintenance agreement provides software upgrades, patches and fixes.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: On April 18, 2023, a request for a Sole Source Proposal was issued and advertised. The proposal from RailComm, LLC was received by the due date of April 21, 2023. The proposal was reviewed in all aspects of pricing and technical approach. The contract will be a fixed price for the Base Year and two (2) one-year renewal option periods.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-767

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to ensure that critical application systems are maintained and supported; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to procure software hosting, maintenance and support for the RailComm system.

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 RailComm LLC, to provide rail dispatch and management software hosting, maintenance and support for one (1) base year and two (2) option years in an amount not to exceed \$771,644.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2023-782

Agenda Date: 5/22/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with EAR Telecommunications, LLC for the construction of a traffic signal at the intersection of Decker Lane and Colony Loop in the amount of \$423,491, plus 15% contingency, for a total amount not to exceed \$487,015.

FISCAL IMPACT:

Funding for this action is available in the FY2023 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 installation of a traffic signal at Decker Lane and Colony Loop will provide a safe crossing for people driving, walking and biking to access the Expo Center Park & Ride, an integral part of the CapMetro Rapid Expo line.

BUSINESS CASE: The signal installation project is the result of a collaboration with the City of Austin, the Texas Department of Transportation and CapMetro. The funding for this project is included in the FY23 budget and the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 10, 2023.

EXECUTIVE SUMMARY: Part of the Project Connect program, this signal project is located at the northern terminus of the Expo Center Rapid Line at the Expo Center Park & Ride, at the intersection of Decker Lane and Colony Loop Drive. This signal is currently part of the Federal Transit Administration grant-funded project and is necessary to provide buses with a safe signalized left turn onto Decker Lane. In addition, the contract includes improved connections for people walking and riding bikes from the Colony Park neighborhood to the park and ride and Rapid station. This project is supported and engineered by the City of Austin Transportation and Public Works Department.

DBE/SBE PARTICIPATION: Due to the specialized nature of this project, DBE participation has been set as race neutral.

PROCUREMENT: On March 6, 2023, an Invitation for Bids was issued and formally advertised. By the closing date of April 6, 2023, two (2) bids were received. According to the instructions in the solicitation, award will be made to the lowest responsive responsible bidder for each of the amenities. Capital Metro reviewed the pricing and determined EAR Telecommunications, LLC. Dba EARTCO, to be the lowest responsive responsible bid/bidder at \$423,490.95. The contract term is one (1) year from the Notice to Proceed.

RESPONSIBLE DEPARTMENT: Capital Projects

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-782

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to expand transit service throughout the region; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide safe, auto, bicycle and pedestrian circulation.

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 EAR Telecommunications, LLC for the construction of a traffic signal at the intersection of Decker Lane and Colony Loop in the amount of \$423,491, plus 15% contingency, for a total amount not to exceed \$487,015.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2023-785

Agenda Date: 5/22/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her 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:

- ☐ 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 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

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 her 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



A handwritten signature in blue ink, appearing to read "Chris Conrad", written over a faint, large watermark that says "EXHIBIT A-7".

Chris Conrad, Reg. Professional Land Surveyor No. 5623

08/03/2022

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

SCALE 1" = 200'

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

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	6°39'
L6	N63°19'39"W	0.93'
L7	N62°30'38"W	6.9'
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

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.

Board of Directors

Item #: AI-2023-761

Agenda Date: 5/22/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to implement the August 2023 Service Changes.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

☒ 1. Customer

Strategic Objectives:

☒ 1.2 Improve system reliability and convenience

☒ 1.3 Ensure an attractive and accessible transit environment

EXPLANATION OF STRATEGIC ALIGNMENT:

Service Changes are in accordance with Capital Metro's Service Standards. These changes are designed to meet Goals 1-4 in Capital Metro's Strategic Plan:

- 1). Deliver the best possible customer experience,
- 2). Demonstrate Regional Leadership,
- 3). Demonstrate the value of public transportation in a dynamic community,
- 4). Continue to improve organizational practices and develop staff.

BUSINESS CASE:

These changes are intended to improve the overall customer experience with a focus on on-time performance through the minor modification of select services.

COMMITTEE RECOMMENDATION:

This item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 17, 2023.

EXECUTIVE SUMMARY:

The August 2023 service changes continue with existing service levels with the exception of minor adjustments as listed below:

Staff recommends the following minor changes for final approval at the April board meeting:

- Minor Schedule Adjustments - To address continued changes in the community, select routes will receive minor adjustments to their schedules in order to address needs anticipated due to increased traffic and ridership.
- School Service Adjustments - The normal transition of UT routes and select trips on mainline routes back to school service levels.
- Continued Service Suspension - Express routes 981 and 987, as well as all E-bus service, will remain suspended.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-761

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management continue to support the recovery of the City of Austin from the COVID-19 crisis, and

WHEREAS, the August 2023 Service Changes will continue to rebuild ridership while minimizing impacts on current customers; and

WHEREAS, no equity analysis or public hearing was required because none of the proposed changes met the major service change threshold.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to implement August 2023 Service Changes described in the attached document beginning Sunday, August 20, 2023.

Date: _____

**Secretary of the Board
Becki Ross**

To: Capital Metro Board of Directors

From: Sharmila Mukherjee, EVP, Planning and Development

Date: March 20, 2023

Subject: May Board Meeting – August 2023 Service Changes

Staff is presenting the following summary recommendations for the proposed August 2023 Service Changes. Several changes and adjustments are proposed for the system as Capital Metro continues to respond to improving community conditions while also accounting for current and future labor force availability. These changes would not meet the major service change¹ threshold, and thus a public hearing is not required. The public will be able to comment as part of various public outreach efforts and at the May board meeting when the board takes action on this item.

The following is a high-level summary of proposed that were identified through data analysis, customer feedback and operator input.

- **Minor Schedule Adjustments** – To address continued changes in the community, select routes will receive minor adjustments to their schedules in order to address needs anticipated due to increased traffic and ridership.
- **School Service Adjustments** – The normal transition of UT routes and select trips on mainline routes back to school service levels.
- **Continued Service Suspension** – Express routes 981 and 987, as well as all E-bus service, will remain suspended.

These changes are intended to provide a high-quality customer experience by improving on-time performance and customer satisfaction. They are in accordance with the FY 2023 budget. If approved, the changes would be implemented on August 20, 2023. The following appendices describe the specifics of our recommendations:

¹ Board Policy “Title VI Major Service Change Policy OOD-103” defines a major service change as the establishment of new bus routes, a substantial geographical alteration on a given route of more than 25% of its route miles, the elimination of any bus service, or a major modification which causes a 25% or greater change in the number of daily service hours provided.

Appendix A – August 2023 Service Changes

The following changes become effective August 20, 2023.

Minor Adjustments

Services	Concept	Service Levels	MetroAccess
<u>Minor Schedule Adjustments (Increased traffic and ridership)</u>	Minor Schedule Adjustments to Select Periods to Address Overcrowding	All Days	No Impact

School Service Adjustments

Services	Concept	Service Levels	MetroAccess
School Timed Trips - Restore (4, 7, 10, 17)	Select trips timed for school loads added.	Weekdays	No Impact
UT Routes – Fall Semester Level (640, 621, 642, 656, 661, 663, 670, 671, 672)	Select University routes to operate on regular Fall service levels.	Weekdays, Sundays	No Impact

Appendix B – Public Input Process

Capital Metro staff solicited direct feedback from new and existing customers during the course of outreach before and after implementation of January 2023 Service Changes. Input will also be solicited from advisory committees and bus operators. A series of public feedback opportunities will be held during the month of April and will include an opportunity at the May Monthly Board Meeting at Capital Metro’s Main Administration Building. Feedback will be considered for incorporation into final recommendations.



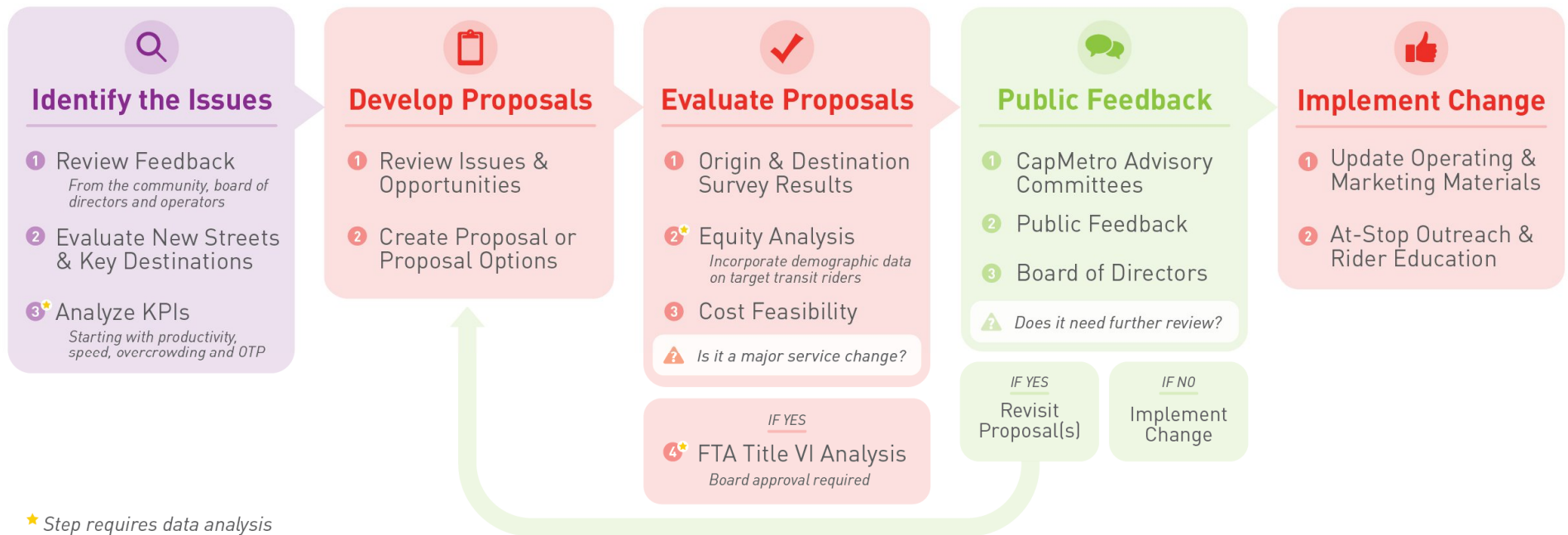
August 2023 Service Change

May 2023 Board Meeting

Service Change Overview

- Purpose: To evaluate current conditions and make service adjustments
- During a service change process, we:
 - Identify ways to improve service
 - Develop a service change proposal
 - Engage with the public throughout the process
- Service changes currently occur every winter, spring, and fall to correspond with changing customer needs and patterns

Service Evaluation Process



June 2023 Service Changes - Reminder

Minor Adjustments of Service

- Adjusted Running Times – Minor adjustments to schedules due to ridership / travel conditions
- Summer Service Adjustment – Normal transition on UT routes, and on select route to summer service levels

Maintained Service Levels

- MetroRail – Regular service
- MetroExpress & Flyers – Continued reduced service levels
- E-Bus – Continued suspension of service



August 2023 Service Changes - Proposed

Minor Adjustments of Service

- Adjust Running Times – Minor adjustments to schedules due to ridership / travel conditions
- Fall Service Adjustment – Normal transition on UT routes, and on select route from summer service levels to regular fall service levels

Maintain Service Levels

- MetroRail – Regular service
- MetroExpress & Flyers – Continue reduced service levels
- E-Bus – Continue suspension of service



Regional Update

- The Regional Coordination Planning Team is working with jurisdictions within the urbanized area that are not currently served by CapMetro:
 - Transit Development Plan (TDPs) Updates for Buda, Pflugerville, & Travis County
 - Ongoing communication with regional partners that provide transit services
- Government Affairs is meeting with all member cities, to discuss near-term and longer-term needs.
 - Along with other departments, discussions and engagement will continue over the summer with all member cities.



Looking Forward

- Winter 2024
 - Minor changes to address changing conditions
 - Review of Pickup Performance and discussion of zone changes and additions
- Next Major Service Change – 2025
 - Start of MetroRapid Expo and Pleasant Valley service and other adjustments to network



Continue to monitor ridership and staffing levels and supplement where we are able

CapMetro

Thank you!

Board of Directors

Item #: AI-2023-792

Agenda Date: 5/22/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to add \$750,000 in funding to an existing contract with Stacy and Witbeck, Inc. for an in-progress Design-Build project for the McKalla Rail Station for a total contract amount not to exceed \$20,883,945 and to grant to the City of Austin any easements reasonably necessary to operate and maintain the facilities constructed pursuant to this contract amendment.

FISCAL IMPACT:

Funding for this action is available in the FY2023 & FY2024 Capital Budgets.

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 McKalla Station will serve as a key transit option for the fast-growing north Burnet area and serve the greater community as an expanded daily service option for the MetroRail Red Line. This station will ultimately replace Kramer Station when completed.

BUSINESS CASE: The McKalla Station project is an essential part of addressing the transportation and mobility needs of the Austin community, increasing access to entertainment, jobs, and services in a reliable, safe, and convenient manner. The station design will facilitate multimodal transportation options including travel by foot, bicycle, bus, rideshare and other active transit options. Large residential areas exist to the east of the proposed station, and there are major commercial, retail, and university facilities in the vicinity. The funding for this action is available in the FY2023 Capital Budget and the five-year capital improvement

plan.

COMMITTEE RECOMMENDATION: This item will be presented to the Operations, Planning & Safety Committee on May 17, 2023.

EXECUTIVE SUMMARY: The Board awarded a Design-Build contract to Stacy and Witbeck, Inc. on March 28, 2022, for the McKalla Station platforms, canopies, other amenities, accessibility and relocation and upsizing of wastewater line. The contract is to design, construct, and deliver a fully functioning passenger rail station in accordance with the Authority's technical requirements, guidelines, and all other provisions.

Additional scope of work for the relocation, design, and construction of 42" diameter Storm Sewer (storm drain) is to be added to the project. The relocation of the storm drain will require an easement to be granted to the City of Austin for the new alignment. This item also provides for additional resources to ensure the overall project schedule remains on-time for completion in late 2023.

Funding for this is within the original project budget and available Capital Metro capital funding.

DBE/SBE PARTICIPATION: 15%

PROCUREMENT: The original contract procurement was conducted pursuant to the Design Build Procedure for Certain Civil Works Projects, Texas Government Code Title 10, Chapter 2269, Sub chapter H to procure design and construction services. CapMetro staff identified an opportunity to add scope to Project 2 facilitating an acceleration of the project schedule and design & construction of the storm sewer. The design-build contractor, Stacey Witbeck Inc., was asked to provide a technical proposal and a cost proposal for the additional scope of work. The cost proposal was further negotiated based on prevailing market rates and as per the current trend of significant increase in the construction material and labor costs. The existing contract is in an amount not to exceed \$20,133,945.

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-792

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 add additional scope to the contract for the design and construction (Design-Build) of the McKalla Station Project and to grant an easement to the City of Austin for the relocated storm drain.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to add \$750,000 in funding to an existing contract with Stacy and Witbeck, Inc. for an in-progress Design-Build project for the McKalla Rail Station for a total contract amount not to exceed \$20,883,945 and to grant to the City of Austin any easements reasonably necessary to operate and maintain the facilities constructed pursuant to this contract amendment.

Date: _____

**Secretary of the Board
Becki Ross**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-585

Agenda Date: 9/26/2022

President & CEO Monthly Update



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2023-802

Agenda Date: 5/22/2023

Memo: CapMetro Fixed Route Service Request for Proposals (May 11, 2023)

To: CapMetro Board of Directors
From: Andy Skabowski, EVP and Chief Operating Officer, CapMetro
Date: May 11, 2023
Re: Fixed Route Service Request for Proposals

This memo aims to provide the CapMetro Board with an overview of the timeline for CapMetro to secure the agency's next fixed route service contract. This procurement is the largest expense of CapMetro, and core to the service we provide Central Texas communities. It also has a significant impact on our organization, in particular the operators and mechanics who are employed by the contract holder.

The current fixed route contract is set to expire at the end of 2023, and it is standard practice for CapMetro to issue a new request for proposal (RFP) to evaluate opportunities ahead of securing a new contract. CapMetro's current and past fixed-route providers can participate in this RFP should they choose and will be evaluated without prejudice among other respondents. The current contract with MV Transportation was initially approved by the Board in 2019 for a base period of five years plus two three-year options; with all contract modifications to date, the current value of the contract is approximately \$826.6 million.

The RFP is anticipated to be released on Monday, May 15, and be open for eight weeks as required by state law. Staff anticipates bringing the contract to the Board for approval in September 2023. This timeline must be met to ensure a smooth transition from one contract to the next. If the new contract is not with the same service provider, all operators and mechanics would need to be transferred from one employer to another between September and the end of the year, to ensure all benefits and employment are in place at the start of the contract in January 2024.

Staff will provide an overview briefing of contracted service provision during the July Board Operations Planning and Safety committee meeting, ahead of Board consideration in September. Board Members are encouraged not to engage with any vendors interested in this RFP; if contacted, please direct them back to staff in CapMetro's Procurement Department as listed on the RFP.

If Board Members have any questions regarding this process, please contact Ed.Easton@capmetro.org, and he will work to address those questions alongside appropriate team members.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2023-817

Agenda Date: 5/22/2023

Memo: Transit Empowerment Fund and New Program for Unhoused Community Members (May 18, 2023)

To: CapMetro Board of Directors
From: Cheyenne Krause, CapMetro, Chief of Staff
Date: May 18, 2023
Re: Transit Empowerment Fund and New Program for Unhoused Community Members

The purpose of this memo is to provide an update on CapMetro's partnership with the Transit Empowerment Fund (TEF) and a new program for unhoused community members. For reference, and background for CapMetro's newest Board Members, please see the attached memo from Sept. 2022 that outlines the TEF emergency abbreviated Request for Applications (RFA), which is the temporary measure we have been operating under while developing a permanent solution, as is further outlined via this memo.

Since 2011 CapMetro has maintained a partnership with TEF as an important part of CapMetro's comprehensive fare program. A key benefit of TEF is that they work directly with organizations and individuals in the social service arena and have designed a fare and transit access program that specifically serves the needs of low-income riders in the greater Austin community. In 2022, CapMetro Board and staff, 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.

CapMetro leadership and staff have been engaged in a comprehensive community engagement effort for nearly one year to identify a path forward including considering changes to CapMetro's fare programs, the partnership with TEF, and alternative program delivery solutions. During this engagement process, CapMetro and TEF partnered to deliver a temporary emergency transit pass allotment in order to meet the needs of our most vulnerable community members while developing a permanent program. Via the emergency pass allotment, CapMetro worked with TEF and social service providers to collect data about transit access and the true need for passes in the community. We also were able to use this process and time to discuss and gain insights into the mechanics of potential programs. The goals of this work have always been, and will continue to be, to collaborate with stakeholders and community members to improve existing fare programs using the new fare technology and programs, to engage in a deliberative and thoughtful approach that withstands the test of time, and to work with social service providers and partner agencies to reduce administrative barriers and increase access to transit service for unhoused and low-income customers.

We are now prepared to move forward with two complementary programs that meet the needs of the customers they serve, CapMetro and our partners.

CapMetro HMIS Integration

The first of these two programs is a new program through which CapMetro will directly administer pass distribution process for unhoused community members who are receiving services and registered as part of the Homeless Management Information System (HMIS). HMIS ties together homeless service providers within a community to help create a coordinated and effective housing and service delivery system. HMIS is a database used to record and track client-level information on

the characteristics and service needs of people experiencing homelessness; people who are registered within the system are experiencing some form of homelessness and/or housing uncertainty and are receiving services. Austin / Travis County's HMIS is led by the Ending Community Homelessness Coalition (ECHO) and CapMetro will become a "participating agency" which among other requirements, includes guidelines to help maintain data privacy and accuracy.

CapMetro will launch a chip-enabled fare card for people registered in HMIS to use on all CapMetro services; this card will be distributed as a cost-free grant and will not expire for a period of at least one year. Eligible customers will be able to pick up their cards directly from the CapMetro Transit Store or from a designated service provider. Each person who participates in this program will have a single card assigned to them and linked to their HMIS profile.

CapMetro will complete several program management functions including:

- distributing cards in partnership with service providers;
- activating new cards;
- deactivating cards that haven't been used for a defined period of time;
- periodic audit functions to ensure customers are still registered in HMIS; and
- deactivating lost or stolen cards, issuing replacements in these instances, and linking the new card to the customer's HMIS profile.

CapMetro's HMIS-integrated program will be supported by one full-time equivalent position within the Transit Store to ensure program success. CapMetro will pursue grant opportunities specifically designed to support low-income or unhoused individuals, as well as other partnerships, to offset the cost of program administration.

TEF Partnership

CapMetro will continue the valuable partnership the agency has held with TEF since the fund's inception as the second program complimenting CapMetro existing fare structure and integration into HMIS

Access to the transit pass program administered by TEF will continue to be available to all 501(c)(3) non-profit organizations who serve low-income community members, including those serving unhoused individuals who are not in HMIS. It is anticipated many organizations TEF currently partners with will transition to CapMetro's HMIS-integrated program, allowing TEF funding to stretch further and position TEF to reevaluate the existing cost sharing element of the program that has been a concern in the community (and for the TEF staff and leadership as well). CapMetro is supportive of TEF's assessment of the cost share and is prepared to support a TEF recommendation that meets their needs and provides sustainability for the program.

CapMetro is a primary funder of TEF, and staff recommend continuing CapMetro's existing \$350,000 annual funding for TEF. TEF will deduct the value of the transit passes distributed by them, from the \$350,000, as has been the case with the program to date. CapMetro will work with TEF to encourage a return to pre-pandemic utilization levels for this fund, and TEF remains eligible to pursue additional funding sources to meet their mission. CapMetro will partner with TEF to review state and federal grant opportunities to increase mobility access.

Next Steps

To stand up the new HMIS integrated program and meet the commitments we made to the community, service providers and TEF, CapMetro will move forward in earnest with establishing the program parameters. This will include close coordination internally on processes and procedures, and collaboration with social service providers. The goal is to stay synced up to TEF's next regularly scheduled pass allotment process, which begins with a Request for Applications in Fall 2023 – the emergency allotment has already been extended until this time to ensure community members do not experience a gap in services. By then, CapMetro anticipates all program details will have been finalized and well communicated for both the existing TEF program and CapMetro's HMIS-integrated program.

CapMetro will account for the resources to support TEF and the HMIS-integrated program in the proposed FY24 budget. The estimated hard costs for both programs is approximately \$500,000, a total increase of about \$150,000 from FY2023 which included only the \$350,000 for TEF. Again, the intent will be to pursue cost offsets via grants.

CapMetro's finance team will move forward with hiring a full-time position to focus on this program launch and administration. While staff have reviewed data and other peer agencies with similar programs, the volume of potential customers who participate is hard to gauge until the work begins. The CapMetro team remains nimble and ready to pivot if the program requires more or less resources, or a different approach with partners, once up and running. We will also keep the Board apprised of this program and the magnitude of the impact in the community and on the agency by providing an update at six months and also one year post program launch.

Caring for the most vulnerable in our community remains a top priority and foundational value of CapMetro as an organization and community partner. The CapMetro staff extends deep gratitude to the TEF team and numerous social service providers who have been convening to provide insight, information, perspective and learnings to develop a sustainable program that could prove to be a model for transit agencies nationwide.

If you have any questions regarding this approach, please contact Ed.Easton@capmetro.org. Ed will work to ensure your questions and comments are addressed by the appropriate CapMetro staff.

Copy: Transit Empowerment Fund Board

Attachment: Sept. 2022 Memo: Fare Program Update for Low-Income and Unhoused Customers

To: CapMetro Board of Directors

From: Catherine Walker, EVP Chief Financial and Risk Officer, CapMetro

Date: September 22, 2022

Subject: Fare Program Update for Low-Income and Unhoused Customers
Attachment: TEF Board of Directors Letter to CapMetro Board

As a follow up to the presentation and discussion from the September Operations, Planning and Safety Committee meeting, this memo provides an update to the Board of Directors on opportunities to enhance transit fare support for very low-income and unhoused customers.

Caring for the most vulnerable in our community is a priority and CapMetro staff are proceeding swiftly and intentionally to address the concerns brought to us by the community, including those expressed by social service providers, people experiencing homelessness, operators, and customers.

The Transit Empowerment Fund (TEF) has been an important part of CapMetro's comprehensive fare program since 2011. A key benefit of TEF is that they directly work with organizations and individuals in the social service arena and have designed a fare and transit access program that specifically caters towards the needs of low-income riders in the greater Austin community. The TEF Board understands the urgency and is eager to partner with CapMetro and social service providers to ensure the intent of TEF is being met: to increase transit access by distributing transit passes to organizations that serve low-income individuals and support projects that employ creative solutions to expand transit services in under-served neighborhoods in the CapMetro service area. The TEF Board provided a letter to the CapMetro Board expressing their commitment to this topic (attached).

Staff has met with the TEF Board and TEF staff to map out the current pass distribution program and concurred that opportunities exist to continue improving the program. In alignment with peer agency reviews, CapMetro staff is pursuing a long-term solution comprised of current fare program offerings, the Amp account-based system, and enhancements to TEF which collectively will provide better access to transit for the most financially constrained and vulnerable people in our community.

TEF and CapMetro both recognize we cannot wait until the permanent solution is fully tested and ready to launch in early 2023 to act. Therefore, TEF is taking immediate action to deploy a bridge solution that will provide relief and increased transit access through February 2023.

TEF has identified funding to issue an emergency abbreviated Request for Applications (RFA), an immediate opportunity to open another call for passes. While TEF is still finalizing the request form and timeline, the goal is to open the request form within the coming weeks and distribute passes not long thereafter and over the course of the coming months, bridging the time between now and when a permanent revamp and expansion of TEF is in place alongside Amp. The RFA application is envisioned to be brief (not the full application standard as part of the annual pass distribution process) and these passes would be cost-free to social service providers who apply and distributed with a reduced reporting requirements with a goal of getting them to end users quickly with as minimal burden on social service

providers as possible. Again, this is an emergency solution not financially sustainable or intended to be repeated throughout the year as we transition to a permanent solution through our new fare programs and technology.

Additionally, TEF and CapMetro are working together to expedite the delivery of already-requested passes through the standard annual distribution process, and preparing for a quick delivery of passes through the emergency allotment. Social service agencies with a pass allotment in the queue will still be eligible to receive *additional* passes through the emergency RFA once they fully meet their commitment to receive previously requested/approved passes.

In the coming weeks, CapMetro staff will continue to work with TEF to refine the details of the RFA process and will provide an update to the Board with specific details of the emergency allotment RFA on October 12, 2022 at the FAA Committee meeting. Prior to the committee meeting, staff are available to answer any questions of the Board.

CapMetro staff will continue frequent and close coordination with TEF, the social service provider work group and community members on preparations to implement a permanent solution as outlined in the September 14, 2022 OPS Committee presentation. As part of this process, TEF has committed to hosting a listening session with current and past TEF pass distribution recipients to gain further insights into their experiences to inform the program process.

The future permanent solution, along with a robust partnership with TEF, will increase access to free and significantly reduced transit passes while reducing the burden on social service organizations through streamlined reporting and a program where each program dollar goes further in terms of transit access.

We extend our sincere gratitude and appreciation to the TEF Board and staff for identifying this opportunity, bringing it to CapMetro and committing to working quickly to deploy the emergency allotment of passes.



ANDREW LEVACK
Board Chair

KATHLEEN BAIREUTHER
Board Vice Chair

JP EICHMILLER
Board Treasurer

DAVID CHINCANCHAN
Board Member

QUINCY DUNLAP
Board Member

STEVIE GREATHOUSE
Board Member

MARTIN KAREITHI
Board Member

JOHN-MICHAEL CORTEZ
Board Member Emeritus

September 23, 2022

Dear CapMetro Board of Directors,

The Transit Empowerment Fund (TEF) appreciates your recent engagement to address the unique transit needs of people experiencing homelessness. We value the opportunity to learn from advocates and the non-profit organizations we serve on how the TEF's current efforts are not adequately meeting these needs.

The TEF is proud of our service to CapMetro. For over a decade, our volunteer board has implemented policies and procedures that were established by CapMetro with fidelity and accountability. Under your guidance, we have distributed free bus passes through partner organizations that have resulted in over 7.7 million free rides for people experiencing economic challenges.

Despite our significant achievements, we understand that the TEF's current system of distributing passes can be improved. Specifically, we understand there is an expressed need from the community to:

- Reduce the reporting burden of non-profit organizations enrolled in the bus pass program.
- Reduce the financial burden that non-profit organizations incur. Non-profit organizations are currently required to pay a portion of the expenses incurred for deeply discounted passes.
- Increase the number of free passes that low-income riders can access to through the TEF and ensure that there is not significant unmet need for passes.
- Explore how CapMetro's future adoption of technology, including Amp cards and EquiFare, can improve access to transit for low-income riders.
- Explore the feasibility of how free passes can be provided to individuals in need through the HIMS database.

The TEF has agreed upon both short-term and long-term plans to address these needs. In the short-term, the TEF will:

- **Continue to work with CapMetro to reduce the burden of reporting for our non-profit partners.** The TEF has already replaced monthly reporting with quarterly reporting. We are currently determining what information is no longer required from CapMetro so that it can be removed from reports.
- **Invite all current and previous organizations who are/have participated in the TEF Program to engage with the TEF Board in a forum on Wednesday, October 5th from 10:00-11:30am.** The event will allow our partners to share specific concerns, questions, and suggestions for improvement.

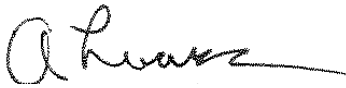
- In early October, **issue an emergency abbreviated Request for Applications (RFA)** that will invite all current and previous organizations who are/have participated in the TEF Program to apply for additional passes at no charge. These additional free passes will be distributed to low-income riders over the next six months and will provide a way for TEF and CapMetro to understand the current unmet need.

In the longer-term, TEF will:

- Work with CapMetro Board and staff to **revisit the policy on whether non-profits should share any cost burden for passes**, and if so, at what rate.
- Work with CapMetro Board and staff to **determine how much more funding would need to be allocated to the TEF** if it eliminated the requirement that non-profit organizations contribute to the cost of deeply discounted passes and if it increased the number of free bus passes distributed to low-income individuals.
- Work with CapMetro Board and staff to **plan for the integration of the Amp Card and Equifare system** and how that will impact the role of the TEF in ensuring access to transportation for low-income individuals.
- Work with CapMetro Board and staff to **pilot a new system that provides free fares through Amp cards for unhoused clients who are documented in the HIMS database.**

The Transit Empowerment Fund Board looks forward to engaging in this work with your support. Indeed, we cannot make these changes without your approval. We hope that this opportunity will facilitate closer collaboration between the TEF and CapMetro Board. Historically, the Transit Empowerment Fund's Board has included representation from a CapMetro Board Member. We have invited your participation on our Board in the past, without success. We hope one of you will reconsider joining the TEF Board. We think it will foster increased collaboration and improved understanding of our work.

Sincerely,



Andrew Levack
Board Chair, Transit Empowerment Fund