



Agenda - Final
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Tuesday, June 6, 2023	1:00 PM	Austin City Hall Council Chambers (301 W 2nd Street)
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Joint Partnership Meeting

I. Call to Order

II. Public Comment:

III. Discussion Item:

1. Discussion on the adoption of modifications to light rail and implementation plans related to Project Connect.

IV. Action Items:

1. Authorize execution of an amendment and supplement to the Joint Powers Agreement between the City of Austin, Capital Metropolitan Transportation Authority, and Austin Transit Partnership to specify party roles and responsibilities related to the implementation and financing of Project Connect.
2. Approve amendments to the Project Connect Community Advisory Committee's (CAC) bylaws to allow a member of the CAC to continue to serve after the expiration of the member's term for up to six months if a replacement has not been appointed.

V. Items for Future Discussion:

VI. Adjournment

ADA Compliance

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

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.

SPEAKER REGISTRATION

Public comment will be in-person or remotely by telephone. Speakers may only register to speak once either in-person or remotely. Speakers will be addressing all three bodies: Austin City Council, Austin Transit Partnership Board of Directors, CapMetro Board of Directors.

In-Person Public Comment will occur as follows:

Speakers will be taken at the beginning of the meeting during the Public Communication agenda item. To speak in-person at the Joint Partnership Meeting of City Council, CapMetro Board and ATP Board:

- Speakers should submit the online registration form which can be found at <https://www.surveymonkey.com/r/June6Mtg>.*
- Advanced online registration closes at 1 p.m. on June 5, 2023 (the day before the meeting). Advanced registration assists with coordinating the speakers present in the room. o People who wish to speak in person will also be able to register using the City Hall atrium kiosks until 12 p.m. the day of the meeting.*
- Handouts or other documents that speakers wish to have provided to City Council, CapMetro Board and ATP Board must be emailed to Liane.Conte@austintexas.gov by 1 p.m. the day before the meeting. This information will be provided to the Joint Partnership policymakers in advance of the meeting.*
- Speakers may not donate time to other speakers.*
- Allotted speaking time may vary as determined by the governing bodies and will range between 1-3 minutes.*
- Requests for reasonable accommodations, language translation/interpretation services, or sign language services must be emailed to Liane.Conte@austintexas.gov 48 hours in advance of the meeting, by 1 p.m. on June 4, 2023.*

Remote (Telephone) Public Comment will occur as follows:

Remote speakers will be taken at the beginning of the meeting during the Public Communication agenda item. To speak remotely at the Joint Partnership Meeting of City Council, CapMetro Board and

ATP Board:

- *Speakers must submit the online registration form which can be found at: <https://www.surveymonkey.com/r/June6Mtg>.*
- *Registration must be received by 1 p.m. on June 5, 2023 (the day before the meeting). Advanced registration assists with managing the number of speakers in the speaker queue.*
- *Speakers will receive an email providing instructions on speaking at the meeting following the close of the registration period.*
- *Handouts or other documents that speakers wish to have provided to City Council, CapMetro Board and ATP Board must be emailed to Liane.Conte@austintexas.gov by 1 p.m. the day before the meeting. This information will be provided to the policymakers in advance of the meeting.*
- *Speakers may not donate time to other speakers.*
- *Allotted speaking time may vary as determined by the governing bodies and will range between 1-3 minutes.*
- *If you are calling using a cell phone, please ensure you are in a location with good reception. If you are using a wireless connection, please note your call may drop depending on the service availability of your location.*
- *Requests for reasonable accommodations, language translation/interpretation services, or sign language services must be emailed to Liane.Conte@austintexas.gov 48 hours in advance of the meeting, by 1 p.m. on June 4, 2023.*



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2023-827

Agenda Date: 6/6/2023

Discussion on the adoption of modifications to light rail and implementation plans related to Project Connect.

Board of Directors

Item #: AI-2023-826

Agenda Date: 6/6/2023

SUBJECT:

Authorize execution of an amendment and supplement to the Joint Powers Agreement between the City of Austin, Capital Metropolitan Transportation Authority, and Austin Transit Partnership to specify party roles and responsibilities related to the implementation and financing of Project Connect.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:**Strategic Goal Alignment:**

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Joint Powers Agreement supports efficient, thoughtful implementation of the Project Connect partners, on behalf of our community.

BUSINESS CASE: A supplemental amendment to the Joint Powers Agreement (JPA) is necessary to advance the Project Connect program and further define the City, CapMetro and ATP roles and responsibilities related to Project Connect and the Austin Light Rail Implementation Plan.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on June 6, 2023 during a joint meeting of the Austin City Council, CapMetro Board and Austin Transit Partnership Board.

EXECUTIVE SUMMARY: A supplemental amendment to the Joint Powers Agreement (JPA) is necessary to

advance the Project Connect program and further define the City, CapMetro and ATP roles and responsibilities related to Project Connect and the Austin Light Rail Implementation Plan. The supplemental agreement will be considered and adopted by all three of the Project Connect partners.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive Department

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-826

WHEREAS, the Capital Metro Board of Directors, Austin Transit Partnership Board of Directors, and Austin City Council (jointly "the Parties") approved resolutions adopting the Austin Light Rail Implementation Plan as the initial investment in light rail; and,

WHEREAS, Sections 2.6 and 2.7 of the December 2021 Joint Partnership Agreement (the "JPA") among the Parties contemplate that the implementation of Project Connect will require the Parties to amend or supplement the JPA in order to successfully implement the Austin Light Rail Implementation Plan and advance the Project Connect partnership; and,

WHEREAS, the Parties' acknowledge a supplement to the JPA is necessary and prudent at this time in order to further define the roles and responsibilities of the Parties with respect to Project Connect and the implementation of the Austin Light Rail Implementation Plan.

NOW, THEREFORE BE IT RESOLVED by the Capital Metro Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute an amendment and supplement to the Joint Powers Agreement between the City of Austin, Capital Metropolitan Transportation Authority, and Austin Transit Partnership to specify party roles and responsibilities related to the implementation and financing of Project Connect.

Date: _____

**Secretary of the Board
Becki Ross**

**SUPPLEMENTAL AGREEMENT TO
JOINT POWERS AGREEMENT**

AMONG

**AUSTIN TRANSIT PARTNERSHIP,
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, AND
THE CITY OF AUSTIN**

This Supplemental Agreement to Joint Powers Agreement (this "Supplement") is entered into by and among Austin Transit Partnership, a joint local government corporation created under Ch. 431 of the Texas Transportation Code ("ATP"); Capital Metro Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code ("Capital Metro"); and the City of Austin ("City") to be effective as of June 6, 2023 (the "Effective Date"). Each of ATP, Capital Metro, and the City are referred to herein individually as a "Party" and collectively as the "Parties". Reference is hereby made to that certain Joint Powers Agreement entered into by the Parties and fully executed on December 17, 2021 (the "Original Agreement"). Capitalized Terms used herein and not otherwise defined shall have the meaning given in the Original Agreement.

BACKGROUND:

A. The Parties entered into the Original Agreement in accordance with the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Interlocal Cooperation Act"), for purposes of confirming their commitment to and support of Project Connect, and to delineate the roles and responsibilities of all three Parties, and to establish their respective commitments and obligations relating to Project Connect.

B. Section 2.7 of the Original Agreement contemplates that the implementation of Project Connect will require the Parties to subsequently address a variety of matters that will require supplemental agreements to address specific inter-agency topics, and such supplemental agreements are subject to the approval of the governing bodies of the Parties.

C. On May 24, 2023, pursuant to ATP Resolution No. ATP-2023-011, the ATP Board requested that the City and Capital Metro adopt modifications to Project Connect and Associated Implementation Sequence Plan in accordance with the Austin Light Rail Implementation Plan, including a first phase project, as depicted in EXHIBIT A attached hereto (the "Austin Light Rail Implementation Plan").

D. On June 1, 2023, pursuant to City of Austin Resolution No. [____], City Council adopted the Austin Light Rail Implementation Plan as requested by ATP, and further authorized the City Manager to negotiate and execute an amendment to the Original Agreement to incorporate the attached EXHIBIT A to modify and supplement the Attachment A to the Original Agreement.

E. On June 2, 2023, pursuant to Capital Metro Resolution No. [____], the Capital Metro Board of Directors adopted the Austin Light Rail Implementation Plan as requested by ATP, and further authorized the President & CEO to negotiate and execute an amendment to the Original Agreement to incorporate the attached EXHIBIT A to modify and supplement the Attachment A to the Original Agreement.

F. On June 6, 2023, the Austin Transit Partnership Board, pursuant to Resolution No. [____], also adopted the Austin Light Rail Implementation Plan and directed the ATP Executive

Director to amend and supplement the Original Agreement to reflect the terms contained in this Supplement.

G. The Austin Light Rail Implementation Plan was developed by ATP after an extensive priority population-focused engagement feedback process, connecting with over 7,000 community members regarding the proposed modifications to Project Connect, hosting over 80 community engagement events, and connecting with more than 3,000 core transit riders at 45 unique bus stop locations.

H. The Parties desire to revise and clarify their respective roles and responsibilities regarding the financing, construction, improvement and implementation of certain components of Project Connect, specifically: (i) the light rail components approved by the Parties in the Austin Light Rail Implementation Plan ("Austin Light Rail"), and (ii) MetroRail/Red Line and Green Line (commuter rail), MetroRapid (bus rapid transit), MetroExpress (commuter bus), MetroBus, MetroAccess (ADA paratransit), MetroBike (bike share), Park & Rides, Circulators (micro transit or Pickup by CapMetro), and related operations and maintenance facilities, components of Project Connect (the "Capital Metro Components").

I. The Parties have properly authorized this Supplement in accordance with Sections 2.6 and 2.7 of the Original Agreement and the ILA Act.

ACCORDINGLY, in consideration of the foregoing and the covenants, agreements, representations and warranties set forth in this Agreement, the Parties hereby agree as follows:

Section 1 Amendment to Joint Powers Agreement. The Original Agreement is hereby amended, modified, and supplemented as set forth in this Supplement. All references in this Supplement and the Original Agreement to the "Joint Powers Agreement" or the "Agreement" shall hereafter mean and refer to the Original Agreement as amended, modified and supplemented by this Agreement. All terms and provisions of the Original Agreement, except and to the extent amended or superseded by this Supplement, shall continue to remain in full force and effect in accordance with the provisions thereof. In the event of a conflict between the terms of this Supplement and the terms of the Original Agreement, this Supplement shall control.

Section 2 Austin Light Rail.

(a) *Light Rail Implementation Plan.*

- (i) Attachment A of the Original Agreement is amended by incorporating the Austin Light Rail Implementation Plan as the first phase of the light rail portion of Project Connect.
- (ii) The Parties hereby affirm that ATP shall be responsible for the overall implementation, including, planning, design, contracting, acquisition, construction, and financing, of Austin Light Rail in accordance with the Austin Light Rail Implementation Plan.

(b) *ATP to Serve as Direct Grant Recipient.* As the entity responsible for the implementation of Austin Light Rail, the Parties agree, upon FTA approval or concurrence, for ATP to serve as the sole applicant and direct grant recipient for all New Starts Capital Investment Grants and other federal competitive grant opportunities for Austin Light Rail. The City and Capital Metro shall cooperate and support ATP in seeking FTA eligibility as the applicant and direct grant recipient.

(c) *Engineering; Ownership of Plans and Specifications.* ATP shall be responsible for all design and engineering elements of Austin Light Rail. ATP shall maintain ownership of all plans and specifications for Austin Light Rail, and shall hold all future contracts for the planning, design, and

project management for planning, design and construction of Austin Light Rail. Capital Metro shall take all steps necessary to cause all existing plans and specifications and other instruments of service for Austin Light Rail now licensed to or owned by Capital Metro to be transferred and assigned over to ATP.

- (d) *NEPA Process.* The Parties agree that, upon any necessary FTA approval or concurrence, ATP shall serve as the lead local agency and project sponsor with respect to the completion of the NEPA environmental clearance process for Austin Light Rail and shall work diligently with FTA to obtain an FTA Record of Decision for the approved locally preferred alternatives for Austin Light Rail. ATP shall provide the City and Capital Metro with reasonable opportunities to review and comment on the draft environmental impact statements and any mitigation plan measures described therein, and shall consider comments from the City and Capital Metro in good faith. Capital Metro and the City (i) shall cooperate with ATP and participate and provide needed expertise (for example, regarding safety, operations and service planning, or utility relocation or permitting); and (ii) shall work in good faith with ATP to undertake reasonable mitigation measures, as applicable and necessary to reach an FTA Record of Decision for Austin Light Rail.
- (e) *Financing.* ATP shall be responsible for establishing any and all finance programs and securing and approving any and all financing structures that it deems necessary to finance, and sufficiently fund operations, maintenance and state of good repair, of the Austin Light Rail, including the issuance of short-term and long notes and bonds, any loans secured under federal programs; as well as necessary debt and operating reserve requirements. Obligations issued by ATP shall never constitute an indebtedness or general obligation of the City, Capital Metro, the State of Texas or any other political subdivision of the State. The parties acknowledge that the obligation of the City to transfer funds to ATP is subject to the budgetary process of the City and is subject to annual appropriation by the City in accordance with its budgetary process.
- (f) *Operation of Austin Light Rail.* Capital Metro will be the sole operator of all public transit service included in the Project Connect program. ATP, the City, and Capital Metro will enter into a separate implementation agreement(s) governing the process for the operational and safety certification, commissioning of Austin Light Rail, and for Capital Metro's operation of Austin Light Rail in accordance with FTA requirements, including state of good repair, warranties (if any), and reimbursement of these costs from ATP to Capital Metro. An agreement under this paragraph shall be designed to the extent possible to ensure that Capital Metro is able to meet its federal regulatory obligations and that CapMetro has access to any plans and specifications necessary to fulfill its obligations as operator.

Section 3 Capital Metro Components.

- (a) *Generally.* The Parties also hereby affirm that Capital Metro shall be responsible for the financing, design, construction, improvement and implementation of the Capital Metro Components and that any financial contributions by ATP to fund the implementation of the Capital Metro Components will require the approval of the ATP Board. Capital Metro and ATP shall work together to ensure long-term planning for funding commitments or obligations of Capital Metro that are payable or reimbursable from ATP funds. CapMetro shall cooperate with ATP, to provide reasonable access to ATP, its consultants, and other authorized representatives shall have the right to access any books, documents, papers and records of Capital Metro concerning Capital Metro expenditures in which ATP will reimburse Capital Metro.
- (b) *Federal Grant Funding.* Capital Metro shall be the sole applicant and direct grant recipient for all federal grant opportunities for the funding of the Capital Metro Components, and for all other

federal formula and competitive funds aside from Austin Light Rail. The Parties agree to cooperate, and enter into separate agreements as necessary, to credit any federal grant proceeds received for the purpose of operations of either Austin Light Rail or Capital Metro Components toward the operating expenses of the respective project or as mutually agreed.

- (c) *NEPA Process.* As the entity responsible for the implementation of the Capital Metro Components, Capital Metro shall serve as the lead local agency and project sponsor with respect to the completion of applicable NEPA environmental clearance processes for the Capital Metro Components, as necessary. Capital Metro shall provide the City and ATP with reasonable opportunities to review and comment on the draft environmental impact statements and mitigation plans and shall consider the comments of the City and ATP in good faith.

Section 4 General Provisions.

- (a) *Events of Default; Remedies.* Notwithstanding Section 7.3 of the Original Agreement to the contrary, Sections 7.1 (Events of Default) and 7.2 (Limitation on Remedies) of the Original Agreement shall apply to this Supplement in the same manner as they apply to the Original Agreement. A default under this Supplement by any Party shall constitute an "Event of Default" under the Original Agreement.
- (b) *Decision-making Framework and Dispute Resolution.* The Parties shall work cooperatively to establish a framework for partner requirements regarding implementation decisions about particular elements of Project Connect. The Parties agree to exercise good faith efforts to resolve any disputes arising under this Agreement and shall communicate regularly about the status of implementing Project Connect. In the event of a dispute, the Parties agree to attempt in good faith to resolve the dispute at the appropriate staff level. If the dispute is not resolved within 10 business days, and upon written request of any Party, the dispute shall be referred to the ATP Executive Director, the City Manager, and CapMetro's President and CEO, or their respective designees, who shall work diligently to achieve a consensus in resolving the dispute. In the event a dispute is not resolved in accordance with this section, then the Parties shall engage in the process under Section 8.2 of the Original Agreement.
- (c) *Counterparts; e-Signatures.* This Supplement may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Supplement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. The Parties agree that digital or facsimile signatures shall be given the same legal effect as original signatures, and the Parties hereby agree to accept delivery of digital signatures by e-mail in "pdf" form, or *via* DocuSign, Adobe Sign, or any similar means of digital delivery.

(Signature Page Follows)

The undersigned have signed and delivered this Supplement as of the dates set forth below to be effective as of the Effective Date.

AUSTIN TRANSIT PARTNERSHIP, a Texas nonprofit
local government corporation

By: _____
Greg Canally, Executive Director

Date: _____

Approved as to form:

Brandon Carr, General Counsel

Date: _____

**CAPITAL METROPOLITAN TRANSPORTATION
AUTHORITY**, a transportation authority and political
subdivision of the State of Texas

By: _____
Dottie L. Watkins, President & Chief Executive
Officer

Date: _____

Approved as to form:

Brad Bowman, Chief Counsel

Date: _____

CITY OF AUSTIN, a Texas home-rule municipality

By: _____
Robert Goode, Interim Assistant City Manager

Date: _____

Approved as to form:

Sean Creegan, Assistant City Attorney

Date: _____

EXHIBIT A
AUSTIN LIGHT RAIL IMPLEMENTATION PLAN

(appears on immediately following page)

LEGEND:

- AUSTIN LIGHT RAIL PHASE I
- AUSTIN LIGHT RAIL PHASE I PRIORITY EXTENSION*
- FUTURE AUSTIN LIGHT RAIL
- STATION
- PARK & RIDE
- MAINTENANCE FACILITY

*The priority extensions could be accelerated if additional funding becomes available

LEGEND:

- AUSTIN LIGHT RAIL PHASE I
- AUSTIN LIGHT RAIL PHASE I PRIORITY EXTENSION
- FUTURE AUSTIN LIGHT RAIL
- RED LINE
- PROPOSED GREEN LINE
- METRORAPID
- HIGH FREQUENCY BUS NETWORK
- STATION
- PARK & RIDE
- MAINTENANCE FACILITY



Board of Directors

Item #: AI-2023-828

Agenda Date: 6/6/2023

SUBJECT:

Approve amendments to the Project Connect Community Advisory Committee's (CAC) bylaws to allow a member of the CAC to continue to serve after the expiration of the member's term for up to six months if a replacement has not been appointed.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:**Strategic Goal Alignment:**

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Project Connect Community Advisory Committee (CAC) supports CapMetro, the Austin Transit Partnership, and City of Austin in implementing the Project Connect program, and ensuring the program meets the needs of customers and the community.

BUSINESS CASE: For the last several months, partnership staff and the CAC have been focused on supporting the ongoing work of the program, including, in particular, Austin Light Rail, CapMetro Rapid, and anti-displacement initiatives. On June 30, 2023, the terms of the existing CAC members expire and it will take a few months to recruit and replace or reappoint members with the existing process. The Project Connect partnership staff therefore recommend amending the CAC Bylaws to add a provision that allows members to remain in place until new members are appointed for a period not to exceed six months.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on June 6, 2023 during a joint meeting of the Austin City Council, CapMetro Board and Austin Transit Partnership Board.

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

The CAC is composed of at least 11 members; eight or more of the members are jointly appointed by the City Council and CapMetro Board following the application requirements as stated in the governing documents, and the other five are appointed from five existing CapMetro or City advisory groups. The current membership was appointed in February 2021 for a two-year term that began July 1, 2021. There is one vacancy on the CAC as of May 4, 2023. The governing documents do not provide any guidance on reappointing existing members, nor do they provide for members to “holdover” beyond the end of their term if new members have not yet been appointed.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive Department

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

Ai-2023-828

WHEREAS, the Project Connect Community Advisory Committee (CAC) was jointly established by the Austin City Council (Resolution No. 20201218-004) and Capital Metro Board of Directors (Resolution No. AI-2020-1402) in December 2020 to assist the Austin Transit Partnership (ATP) Board, City Council, and Capital Metro Board in “engaging the community and advising on anti-displacement and equity matters related to Project Connect as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities, and the identification of key performance indicators related to equity and displacement and triggers thereof;” and,

WHEREAS, the Project Connect CAC includes 11 members consisting of relevant Capital Metro Advisory Committees, City of Austin Boards and Commissions, and six members appointed jointly by the Austin City Council and Capital Metro Board; and,

WHEREAS, the initial members of the CAC were appointed by the City Council and CapMetro Board in February 2021 for two year terms; and,

WHEREAS, the CAC has provided invaluable benefit to the Project Connect program through their engagement on key project decisions and program direction; and,

WHEREAS, the governing documents related to the CAC did not include a holdover provision to extend the terms of members in the event that new members had not yet been identified, and additional time is necessary to complete the required application process.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors,

that the Bylaws of the CAC are hereby amended as attached, to provide for the holdover of existing members for a period not to exceed six months in order to allow for the appointment of new members or consideration of reappointment of existing members as needed.

Secretary of the Board
Becki Ross

Date: _____

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BYLAWS OF THE
Project Connect Community Advisory Committee

ARTICLE 1. NAME.

The name of the board is Project Connect Community Advisory Committee

ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the Project Connect Community Advisory Committee, referred to hereinafter as CAC, is to assist the Austin City Council (City Council), Capital Metropolitan Transportation Authority (Capital Metro) Board, and Austin Transit Partnership (ATP Board) in engaging the community and advising on anti-displacement and equity matters related to Project Connect, in its entirety, as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement and triggers thereof, leveraging the Project Connect Equity Tool.

The recommendations made by the CAC related to displacement mitigation measures or social equity issues that impact historically underserved populations must be considered at a public meeting of the ATP Board, City Council, or the Capital Metro Board, as appropriate, in accordance with the recommendations made.

As provided in the City Contract with the Voters (Res. No. 20200812-015), the City shall “create with the community, neighborhood-level prevention and mitigation strategies” and shall make “recommendations for funding proposals and implementation of identified strategies.” Further, ATP shall provide funding and “enter into interlocal agreements and/or grant agreements with the City to timely develop and implement anti-displacement strategies.” The CAC will provide support in the creation and implementation of these strategies.

As provided in the Joint Powers Agreement, the CAC shall also review Project Connect business impact mitigation strategies and public involvement plans prior to their approval.

ARTICLE 3. MEMBERSHIP

- (A) CAC shall be composed of an odd number, **at least eleven members**, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Eight or more community members will be selected through a nomination process and jointly appointed by the City and Capital Metro; five members will be appointed from within the following five existing advisory groups (one member each):

- City of Austin Urban Transportation Commission
- City of Austin Mayor’s Committee for People with Disabilities
- City of Austin Community Development Commission
- Capital Metro’s Customer Satisfaction Advisory Committee
- Capital Metro’s Access Advisory Committee

- (B) The CAC member applicants shall:

- be residents of either the City of Austin or Capital Metro’s service area;

- have interests and experience that will assist the CAC in developing recommendations on community engagement and equity matters related to Project Connect;
- not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8;
- not be an employee of the City of Austin, Capital Metro, or ATP; and
- not have a contract for real property, goods or services with the City of Austin, Capital Metro, or ATP, or be employed by such a contractor.

(C) CAC members serve for a term of two years beginning July 1st on the year of appointment. In the event of a vacancy or vacancies in the CAC, the remaining members may nominate an individual or individuals to be considered by the Nominating Committee as part of the Nominating Committee's process to fill the vacancy. The vacancy will be filled in the same manner and with similar requirements as the initial committee members, with approval required by the City Council and Capital Metro. The term of a member appointed to fill an unexpired term shall expire on the expiration date of the term of the member being filled. CAC members remain appointed members after their two-year term has expired until the earlier of: 1) their replacement is appointed; 2) the CAC member indicates in writing to the Chair that they do not want to remain appointed; 3) the CAC member is reappointed to a new term; or 4) 180 days has passed.

(D) An individual CAC member may not act in an official capacity except through the action of CAC.

(E) A CAC member who is absent for three consecutive regular meetings or one-third of all regular meetings in a "rolling" twelve-month timeframe automatically vacates the member's positions subject to the holdover provisions in Section 2-1-27 of the City Code; however, at the discretion of CAC, extenuating circumstances on a case-by-case basis, may be considered. This provision does not apply to an absence due to illness or injury of the member, an illness or injury of a member's immediate family, active military service, or the birth or adoption of the member's child for 90 days after the event. A CAC member must notify the City and ATP staff liaison of the reason for the absence not later than the date of the next regular meeting of CAC. Failure to notify the liaison before the next regular meeting will result in an unexcused absence.

(F) At each meeting, each CAC member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.

(G) All members shall abide by the ATP Ethics, Conflicts, and Nondisclosure Policy, as amended.

(H) A member who seeks to resign from CAC shall submit a written resignation to the chair, the staff liaison, or the city clerk's office. If possible, the resignation should allow for a thirty-day notice, so a replacement is secured.

(I) To the extent any member needs access to or to be provided with reimbursement for transportation or meals, or requires options for childcare necessary to participate in Committee activities, they shall contact the City staff liaison for accommodations.

ARTICLE 4. OFFICERS.

(A) The officers of CAC shall consist of a chair, a vice chair, and a secretary.

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43 (B) CAC meetings shall be governed by Robert's Rules of Order, or some other parliamentary procedure
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- 5 (E) The chair may call a special meeting, and the chair shall call a special meeting if requested by three or more
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7 regularly scheduled meetings as identified in its adopted meeting schedule, more often than once a
8 quarter, unless the meeting is required to comply with a statutory deadline, or a deadline established by
9 Council.
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- 11 (F) A majority of members constitutes a quorum.
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- 13 (G) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then
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- 16 (H) To be effective, CAC action must be adopted by an affirmative vote of the number of members necessary to
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- 19 (I) If only a quorum is present at a meeting, a board action is adopted by an affirmative vote of two-thirds of the
20 quorum. If more than a quorum is present at a meeting, CAC action must be adopted by an affirmative vote of
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- 23 (J) The chair has the same voting privilege as any other member.
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- 25 (K) CAC shall allow citizens to address it on agenda items and during a period of time set aside for citizen
26 communications. The chair may limit a speaker to three minutes.
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- 28 (L) The staff liaison, shall prepare the minutes from each meeting. The minutes of each CAC meeting must
29 include the vote of each member on each item before CAC and indicate whether a member is absent or
30 failed to vote on an item.
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- 32 (M) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Housing and
33 Planning Department shall retain all CAC documents. The documents are public records under Texas Local
34 Government Code Chapter 552 (Texas Public Information Act).
35
- 36 (N) The chair shall adjourn a meeting not later than 10 p.m., unless CAC votes to continue the meeting.
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- 38 (O) Each person and CAC member attending a meeting should observe decorum pursuant to Section 2-1-48 of
39 the City Code.
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- 41 (P) A member of the public may not address CAC at a meeting on an item posted as a briefing.
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- 43 (Q) CAC will be supported by ATP and the City staff liaisons.
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- 45 (R) CAC may appoint delegates to attend ATP Technical Advisory Committee meetings on behalf of the CAC.
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ARTICLE 8. SUBCOMMITTEES / WORKING GROUPS.

COMMITTEES

- (A) The Project Connect Community Advisory Committee, CAC, will have no subcommittees, unless approved in accordance with subsection (B).
- (B) A subcommittee may be established at the discretion of CAC by an affirmative vote. A subcommittee cannot meet until its creation is approved by the City Council, ATP Board, and Capital Metro Board. Each subcommittee shall consist of at least three CAC members appointed by the chair. A City staff member shall be assigned to each subcommittee by the director of the City's Housing and Planning Department.
- (C) CAC chair shall appoint a member as the subcommittee chair, with the member's consent.
- (D) A majority of the total number of appointed subcommittee members constitutes a quorum.
- (E) Each subcommittee shall meet on a regularly scheduled basis at least quarterly.
- (F) Each subcommittee shall make an annual report to CAC at the January CAC meeting.
- (G) Subcommittee meetings must be posted in accordance with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (H) At each subcommittee meeting, subcommittee members shall sign a no conflict-of-interest statement as it related to any item on the subcommittee meeting agenda or identify each agenda item where he/she has a conflict of interest.

WORKING GROUPS

- (A) CAC can determine the size of a working group but the number of CAC members serving on the working group cannot equal or exceed a quorum of CAC.
- (B) A working group may be established at the discretion of the chair. CAC chair shall appoint members to the working group, with the members' consent.
- (C) A working group may designate a chair, with the member's consent, but it is not required to do so.
- (D) Quorum requirements do not apply to working groups
- (E) Staff support may be provided for working groups
- (F) Working groups are not required to post their meetings in accordance with the Texas Government Code Chapter 551 (Texas Open Meetings Act)

ARTICLE 9. PARLIAMENTARY AUTHORITY.

The rules contained in the current edition of Robert's Rules of Order, or some other parliamentary rules adopted by CAC, shall govern CAC in all cases to which they are applicable, except when inconsistent with these bylaws or with special rules of procedure which CAC or city council may adopt.

ARTICLE 10. AMENDMENT OF BYLAWS.

An amendment of these bylaws may be made at any properly called meeting by CAC, with the approval by a super majority (two-thirds) of CAC members. A bylaws amendment is not effective unless approved by the City Council, ATP Board, and Capital Metro Board.

These bylaws were approved by the Project Connect Community Advisory Committee at their meeting held on December 15, 2021.

(Signature of Executive or Staff Liaison)

(Insert – Title -- Executive or Staff Liaison)

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BYLAWS OF THE
Project Connect Community Advisory Committee

ARTICLE 1. NAME.

The name of the board is Project Connect Community Advisory Committee

ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the Project Connect Community Advisory Committee, referred to hereinafter as CAC, is to assist the Austin City Council (City Council), Capital Metropolitan Transportation Authority (Capital Metro) Board, and Austin Transit Partnership (ATP Board) in engaging the community and advising on anti-displacement and equity matters related to Project Connect, in its entirety, as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement and triggers thereof, leveraging the Project Connect Equity Tool.

The recommendations made by the CAC related to displacement mitigation measures or social equity issues that impact historically underserved populations must be considered at a public meeting of the ATP Board, City Council, or the Capital Metro Board, as appropriate, in accordance with the recommendations made.

As provided in the City Contract with the Voters (Res. No. 20200812-015), the City shall “create with the community, neighborhood-level prevention and mitigation strategies” and shall make “recommendations for funding proposals and implementation of identified strategies.” Further, ATP shall provide funding and “enter into interlocal agreements and/or grant agreements with the City to timely develop and implement anti-displacement strategies.” The CAC will provide support in the creation and implementation of these strategies.

As provided in the Joint Powers Agreement, the CAC shall also review Project Connect business impact mitigation strategies and public involvement plans prior to their approval.

ARTICLE 3. MEMBERSHIP

- (A) CAC shall be composed of an odd number, **at least eleven members**, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Eight or more community members will be selected through a nomination process and jointly appointed by the City and Capital Metro; five members will be appointed from within the following five existing advisory groups (one member each):

- City of Austin Urban Transportation Commission
- City of Austin Mayor’s Committee for People with Disabilities
- City of Austin Community Development Commission
- Capital Metro’s Customer Satisfaction Advisory Committee
- Capital Metro’s Access Advisory Committee

- (B) The CAC member applicants shall:

- be residents of either the City of Austin or Capital Metro’s service area;

- have interests and experience that will assist the CAC in developing recommendations on community engagement and equity matters related to Project Connect;
- not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8;
- not be an employee of the City of Austin, Capital Metro, or ATP; and
- not have a contract for real property, goods or services with the City of Austin, Capital Metro, or ATP, or be employed by such a contractor.

(C) CAC members serve for a term of two years beginning July 1st on the year of appointment. In the event of a vacancy or vacancies in the CAC, the remaining members may nominate an individual or individuals to be considered by the Nominating Committee as part of the Nominating Committee's process to fill the vacancy. The vacancy will be filled in the same manner and with similar requirements as the initial committee members, with approval required by the City Council and Capital Metro. The term of a member appointed to fill an unexpired term shall expire on the expiration date of the term of the member being filled. CAC members remain appointed members after their two-year term has expired until the earlier of: 1) their replacement is appointed; 2) the CAC member indicates in writing to the Chair that they do not want to remain appointed; 3) the CAC member is reappointed to a new term; or 4) 180 days has passed.

(D) An individual CAC member may not act in an official capacity except through the action of CAC.

(E) A CAC member who is absent for three consecutive regular meetings or one-third of all regular meetings in a "rolling" twelve-month timeframe automatically vacates the member's positions subject to the holdover provisions in Section 2-1-27 of the City Code; however, at the discretion of CAC, extenuating circumstances on a case-by-case basis, may be considered. This provision does not apply to an absence due to illness or injury of the member, an illness or injury of a member's immediate family, active military service, or the birth or adoption of the member's child for 90 days after the event. A CAC member must notify the City and ATP staff liaison of the reason for the absence not later than the date of the next regular meeting of CAC. Failure to notify the liaison before the next regular meeting will result in an unexcused absence.

(F) At each meeting, each CAC member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.

(G) All members shall abide by the ATP Ethics, Conflicts, and Nondisclosure Policy, as amended.

(H) A member who seeks to resign from CAC shall submit a written resignation to the chair, the staff liaison, or the city clerk's office. If possible, the resignation should allow for a thirty-day notice, so a replacement is secured.

(I) To the extent any member needs access to or to be provided with reimbursement for transportation or meals, or requires options for childcare necessary to participate in Committee activities, they shall contact the City staff liaison for accommodations.

ARTICLE 4. OFFICERS.

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(Signature of Executive or Staff Liaison)

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