



Agenda - Final
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, February 24, 2025

12:00 PM

Rosa Parks Boardroom

I. Call to Order

II. Safety Briefing:

III. Oath of Office:

1. Austin City Councilmember Zohaib “Zo” Qadri

IV. Public Comment:

V. Advisory Committee Updates:

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

VI. Board Committee Updates:

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

VII. Consent Items:

1. Approval of minutes from the January 15 and January 27, 2025 public hearings and the January 27, 2025 board meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Everon, LLC. for the replacement of the physical access control system at 18 CapMetro sites for an amount not to exceed \$419,225.

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Storm Water Drainage Easements, Water Easements, and a Wastewater Easement to the City of Austin for the North Base Demand Response Capital Improvement Project at 10805 Cameron Road, Austin, Texas.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a blanket electric utility easement to the City of Austin on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new electric utility service for CapMetro's new North Base Demand Response Facility, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the utility infrastructure.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute amendments to two leases with 3423 Holdings LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.

VIII. Action Items:

1. Approval of a resolution electing officers of the CapMetro Board of Directors for 2025.
2. Approval of a resolution confirming the appointments to the Finance, Audit and Administration Committee and Operations, Planning and Safety Committee, and confirming appointments of Chairs for both Committees for 2025.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial three-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through FY2034.
4. Approval of a resolution approving changes to the Internal Audit Charter.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with GALLS, LLC for uniform services, with a base term of one (1) year and four (4) option years, in a total amount not to exceed \$5,749,160 of which \$522,651 is contingency.

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Vertosoft LLC. for Transit traveler tools, with a base term of one (1) year and three (3) option years, in a total amount of \$2,224,025 of which \$370,671 is contingency.

IX. Discussion Item:

1. Austin Transit Partnership Update on Austin Light Rail Draft Environmental Impact Statement

X. Report:

1. President and CEO Monthly Update - February 2025

XI. Memos:

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

1. Memo: RAISE Grant Resolution Error (February 17, 2025)
2. Memo: Customer Fare System Transition Update (February 17, 2025)
3. Memo: Proposed June 2025 Service Changes (February 6, 2025)

XII. Items for Future Discussion:

XIII. 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; Becki Ross, Secretary; Eric Stratton, Paige Ellis, Matt Harriss, Dianne Bangle, Chito Vela and Zo Qadri.

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

Wednesday, February 12, 2025

6:00 PM

Virtual Presentation

CapMetro Employees: Brian Alejandro, Peter Breton, Louise Friedlander, Martin Kareithi, Kelsey Lammy, Anna Lan, Ariel Marlowe.

Supporting Staff: Yannis Banks, Alvin Livingstone, Deron Lozano, Alex Medina, Sophie Petkus, Ana Villareal.

Committee Members: Arlo Brandt, David Foster, Betsy Greenberg, Fangda Lu, Ephraim Taylor, Diana Wheeler.

Guests: Ruven Brooks, Pedro Hernandez Jr.

Meeting called to order at 6:24 PM

Welcome / Introductions / Call to Order

Chair Foster

Approval of the December 2024 minutes – Arlo Brandt/ 2nd by Ephraim Taylor – passes unanimously.

Approval of the January 2025 minutes – Arlo Brandt/ 2nd by Ephraim Taylor – passes unanimously.

Public Communications

Ephraim Taylor provided public communications.

Systemwide Accessibility Department – Reporting and Initiatives

Martin Kareithi, Director of Systemwide Accessibility

Martin Kareithi overviews the 2024 4th Quarter Report and Departmental Initiatives

David Foster asks if operators are aware of mystery rider program. **Martin Kareithi** provides further details on the program.

David Foster asks for more details on complaints involving wheelchair users not being able to board the vehicle.

Martin Kareithi provides insight on boarding complaints for ambulatory and non-ambulatory riders.

Wayfinding Technology

Martin Kareithi, Director of Systemwide Accessibility

Martin Kareithi overviews wayfinding technologies CapMetro is implementing, giving an update on the implementation of Navilens and the introduction of WayMap.

ETOD Update

Anna Lan, Manager of Transit Oriented Development

Ana Villareal, Principal Planner at the City of Austin

Anna Lan and **Ana Villareal** provide updates on Equitable Transit Oriented Development projects, sharing achievements of past efforts and the goals for the upcoming year.

Betsy Greenberg requests clarity on the Phase 1 ETOD overlay and the associated conditional and prohibited uses. **Ana Villareal** says she'll follow up.

David Foster asks what engagement has been done with neighborhood associations in the South Congress Transit Center area. **Anna Lan** shares that they presented to the Jordan Acres Neighborhood Association during round one and two of engagement.

David Foster asks for clarifying information about the notification area and outreach process for the potential rezoning around South Congress Transit Center and requests a presentation for his neighborhood association.

Ana Villareal says that is possible and that she will work to coordinate with him separately.

Light Rail Update

Alvin Livingstone, Senior Vice President of Engineering at ATP

Deron Lozano, Senior Vice President of Environment & Project Development at ATP

Alex Medina, Senior Architect & Urban Designer at ATP

Sophie Petkus, Community Engagement Coordinator

ATP Staff give an update on Phase 1 of the Project Connect Light Rail project, sharing potential station visualizations, overviewing the project timeline, and outlining the opportunities to leave feedback on the draft environmental impact statement (DEIS).

Betsy Greenberg asks about impacts on funding due to changes in federal leadership and the new presidential administration. **Alvin Livingstone** shares that ATP is working to deliver the best version of the project possible, and that concerns about funding are not preventing them from moving forward with the voter approved Project Connect light rail project.

David Foster asks, given that the Phase 1 priority extensions are not included in the environmental review process, how long it would take for the priority extensions to finish their environmental work and be completed. **Alvin Livingstone** and **Deron Lozano** explain that the timeline depends on when funding becomes available and the level of environmental work that needs to be done, and that staff are working to keep the preliminary designs current to enable a rapid start when that time comes.

David Foster asks if ATP has been discussing the opportunity to pivot to a bus rapid transit project that would be able to accommodate future light rail if funding for the project is impacted. **Alvin Livingstone** shares that while he has not had any conversations on that topic, the community would need to be part of any decision to adjust the project at that scale.

Meeting adjourned at 7:55 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, January 8, 2025

5:30 PM

Virtual Presentation

CapMetro Employees: Peter Breton, Linda English, Louise Friedlander, Art Jackson, Martin Kareithi, Kelsey Lammy, Julie Lampkin, Ariel Marlowe, Sara Sanford Randy Slaughter, Roberto Velazquez.

Supporting Staff: Emma Fricker, Arnab Gupta, Alex Medina, Sophie Petkus.

Committee Members: Andrew Bernert, Glenda Born, Audrea Diaz, Mike Gorse, Paul Hunt.

Guests: Tom Pey.

Meeting called to order at 5:34 PM

Welcome / Introductions / Call to Order

Chair Hunt

Approval of the Dec minutes – Mike Gorse / 2nd by Glenda Born – passes unanimously.

Approval of the Jan minutes – Glenda Born / 2nd by Mike Gorse – passes unanimously.

Public Communications

Audrea Diaz, Paul Hunt, Mike Gorse, and Glenda Born provided public comments. **Audrea Diaz** also provided further public comments later in the meeting.

Systemwide Accessibility Department – Reporting and Initiatives

Martin Kareithi, Director of Systemwide Accessibility

Martin Kareithi overviews the 2024 4th Quarter Report and Departmental Initiatives.

Glenda Born asks if the DEI changes federally impact what CapMetro does, with regard to hiring and funding. **Martin Kareithi** shares that CapMetro recognizes that in order to provide the best service to our customers, our staff should incorporate those with a diverse range of lived experiences.

Peter Breton adds that if there are any changes to our budget our committees will be able to overview that.

Mike Gorse wonders how much of the CapMetro operating budget relies on federal funding and how changes to that would impact overall service. **CapMetro Staff** share relevant information and offer to follow up with both **Mike Gorse** and **Glenda Born**.

Wayfinding Technology

Martin Kareithi, Director of Systemwide Accessibility

Martin Kareithi overviews and gives an update on NaviLens, then introduces Waymap and Tom Pey, the founder.

Light Rail Update

Arnab Gupta, VP of Design

Alex Medina, Sr Architect, Urban Designer

Sophie Petkus, Community Engagement Coordinator

Arnab Gupta and **ATP Staff** give an update on the Light Rail; sharing station visualizations, going through the project timeline, and giving information about the current comment period.

Paul Hunt asks about the process of determining the rail alignment. **Arnab Gupta** explains that alignment choice depended on access to properties along the corridors, wanting to mitigate common disruptions to flow, and the general familiarity of center running signaling and rail lines.

Martin Kareithi offers up that with a center running alignment, the footprint around the station (street crossing and walkways) allows opportunities for improvement for access and adds to the pedestrian experience.

Meeting adjourned at 7:03 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

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1405

Agenda Date: 2/24/2025

Approval of minutes from the January 15 and January 27, 2025 public hearings and the January 27, 2025 board meeting.



Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Wednesday, January 15, 2025

12:00 PM

Rosa Parks Boardroom

Public Hearing on Proposed Updates to CapMetro's Fare Policy and Payment Systems

I. Call to Order

12:04 p.m. Hearing Called to Order

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

II. Presentation:

1. Proposed Updates to CapMetro Fare Payment Systems

III. Public Comment:

Zenobia Joseph provided public comments.

Hearing adjourned at 12:32 p.m.

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.

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Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, January 27, 2025

12:00 PM

Rosa Parks Boardroom

Public Hearing on CapMetro Quadrennial Audit Results

I. Call to Order

12:03 p.m. Hearing Called to Order

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

II. Presentation:

1. CapMetro Quadrennial Audit Results and Response

III. Public Comment:

There were no public comments.

IV. Adjournment

12:19 p.m. Hearing 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.

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Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, January 27, 2025

12:30 PM

Rosa Parks Boardroom

I. Call to Order

12:31 p.m. Meeting Called to Order

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

II. Safety Briefing:

III. Public Comment:

Sherri Taylor provided public comments.

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

There was no meeting in January so no report was given.

2. Finance, Audit and Administration Committee
3. CAMPO update

There was no meeting in January so no report was given.

4. Austin Transit Partnership Update

VI. Action Items:

1. Approval of minutes from the December 9, 2024 board work session and December 16, 2024 board meeting.

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

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

2. Approval of a resolution adopting amendments to CapMetro's Fare Policy, and approving the Title VI Fare Equity Analysis related to proposed changes to CapMetro's Fare Payment Systems.

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

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

Memo: Installation of Updated Fare Collection System - December 19, 2024

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Enterprise Fleet Management, Inc. to lease up to 97 vehicles to support operations for a period of 60 months in a total amount not to exceed \$5,741,129.

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

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

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract modification for additional funds in the amount of \$200,000 to Jay-Reese Contractors Inc., contract for the construction of Railroad Pedestrian Crossing at East 4th & Sabine Street for a revised total amount not to exceed \$1,684,650.

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

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

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with CORE Office Interiors to purchase, relocate, deliver, and install furniture for 3100 East 5th Street, Phase I in an amount not to exceed \$450,000.

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

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

VII. Discussion Items:

1. FY2024 Year End Preliminary Financials
2. FY2025 Long Range Financial Plan Update
3. CapMetro Long Range Vision Engagement

VIII. Report:

1. President and CEO Monthly Update - January 2025

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

1:45 p.m. Meeting Adjourned

ADA Compliance

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

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Board of Directors

Item #: AI-2024-1171

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Everon, LLC. for the replacement of the physical access control system at 18 CapMetro sites for an amount not to exceed \$419,225.

FISCAL IMPACT:

Funding for this action is available in the FY2025 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: Replacing the hardware of the backend physical access control system, which is at the end of its service life, assists with maintaining the safety and security of our administrative, and remote facilities. The backend physical access control system serves to ensure security and reduce risks. The project focuses on promoting a safe customer experience and organizational effectiveness in alignment with the CapMetro strategic plan by improving business effectiveness and improving safety. Maintaining the backend physical access control system at all CapMetro owned properties demonstrates to customers and employees that CapMetro is deploying the resources necessary to mitigate critical risks. This project also aligns with the objectives of maintaining a culture of safety and adhering to a state of good repair.

BUSINESS CASE: CapMetro will replace the backend controls of the physical access control systems at all current CapMetro owned properties in and around the greater Austin-metro area. The backend physical

access control system is what operates the badge and card reader devices at all locations. The system assists with the physical control of the access to buildings and properties. Replacing the backend physical access control system with a “Mercury” backend platform will enhance security, functionality, improve the ease of connectivity, and will allow for future expansion. The “Mercury” based Access Control System platform is now the market standard in transportation, government, and major companies.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the February 12, 2025 Operation, Planning and Safety Committee meeting.

EXECUTIVE SUMMARY: CapMetro serves thousands of employees and customers daily who use our facilities. The safety and security of both our customers and employees is a priority. It is our responsibility to mitigate any security vulnerability as much as practical by ensuring that all our facilities are safe and secure. The scope of this project is to replace the backend controls for physical access control systems at 18 existing locations to maintain a state of good repair.

DBE/SBE PARTICIPATION: A 0% SBE goal was assigned to this procurement. The scope of work, which is for replacement of IT hardware equipment did not include subcontract opportunities.

PROCUREMENT: CapMetro will utilize OMNIA Partners Contract No.R220701, held by Everon LLC, for Facility Technology Integration & Security System Services, to provide, deliver, install and test a new hosted Backend Physical Access Control System with supporting hardware and software for eighteen (18) CapMetro locations. OMNIA Partners contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using OMNIA Partners contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the new Backend Physical Access Control System was determined to be fair and reasonable by the OMNIA Partners organization during its solicitation and award process. Additionally, the pricing provided by Everon LLC is the best value to CapMetro, considering price analysis of competitive cooperative vendor quotes received. The term of the Contract is nine (9) months from notice to proceed. The following is the lump sum contract price Everon LLC provided per their OMNIA Partners contract: Description: Backend Physical Access Control System Replacement. Lump Sum Price: \$419,225. The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Public Safety & Emergency Management

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1171

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to ensure the safety and security of employees and customers; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to replace the backend controls for physical access control system at existing CapMetro properties.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies LLC. for replacing the backend physical access control system at existing CapMetro properties for an amount not to exceed \$419,225.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1364

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.

FISCAL IMPACT:

Funding for this action is available in the FY2025 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: Maintaining a robust, reliable, and secure network ensures the continuity of CapMetro's information systems. The Cisco ThousandEyes solution allows CapMetro to enhance the Agency's cybersecurity posture by providing critical visibility into network performance and identifying potential threats.

BUSINESS CASE: Cisco ThousandEyes will provide real-time visibility into network performance, enabling proactive identification of anomalies and potential threats such as cyber attacks and other advanced network disruptions. Rapid identification of performance issues and security incidents allows for faster response times, minimizing downtime and mitigating potential damage. Cisco ThousandEyes will help identify and resolve performance bottlenecks in critical applications, improving user experience and business productivity.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on February 12, 2025.

EXECUTIVE SUMMARY: CapMetro depends on a robust, redundant, and secure network while also allowing for the expansion of the network to keep up with the service demands of CapMetro customers and departments. This Contract with The eConsortium Group will assist CapMetro in expanding and maintaining a highly available and resilient information systems network.

DBE/SBE PARTICIPATION: A 0% SBE goal was assigned for this procurement. This procurement was conducted through Cooperative Purchasing agreement which does not include subcontractor opportunities.

PROCUREMENT: CapMetro will utilize the Texas Department of Information Resources (DIR), Contract Number DIR-CPO-5347, held by The eConsortium Group, for Cisco Branded Products and Related Services, to provide Cisco Thousand Eyes Network Monitoring Software and Support.

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

Pricing for Cisco Thousand Eyes Network Monitoring Software and Support was determined to be fair & reasonable by the DIR organization during its solicitation and award process. The following is The eConsortium Group's lump sum pricing for software and support for a five (5) year term from notice to proceed:

Description	Lump Sum Price	
Cisco Thousand Eyes Network Monitoring Software and Support - Year 1	\$197,011.37	
Cisco Thousand Eyes Network Monitoring Software and Support - Year 2	\$184,450.00	
Cisco Thousand Eyes Network Monitoring Software and Support - Year 3	\$184,450.00	
Cisco Thousand Eyes Network Monitoring Software and Support - Year 4	\$184,450.00	
Cisco Thousand Eyes Network Monitoring Software and Support - Year 5	\$184,450.00	
Grand Total for Years 1 Through 5:	\$934,811.37	

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1364

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to provide reliable and secure networking solutions; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to provide highly available systems for internal and external customers.

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 The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2025-1400

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Storm Water Drainage Easements, Water Easements, and a Wastewater Easement to the City of Austin for the North Base Demand Response Capital Improvement Project at 10805 Cameron Road, Austin, Texas.

FISCAL IMPACT:

Funding for this action is available in the FY2025 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: Granting the storm water drainage easements, water easements, and wastewater easement for the North Base Demand Response Capital Improvement Project directly supports the agency's ability to construct this new operational & maintenance facility and therefore fulfill key strategic goals and objectives.

The easements allow Capital Metro to construct the new North Base Demand Response Capital facility which directly supports the agency's ability to provide an improved paratransit (ADA) and accessible transit system to the community. The storm water drainage easements allow a financially responsible technical solution to be constructed for managing storm runoff. The water and wastewater easements provide for the utility infrastructure needed to support the new facility.

BUSINESS CASE: The approval of the storm water drainage easements, the water easements, and the

wastewater easement are required in order to provide public utility services to the CapMetro facility. The storm water drainage easements specifically provide for a cost-effective technical solution to address stormwater runoff.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning, & Safety Committee on February 12, 2025.

EXECUTIVE SUMMARY: CapMetro is developing a new Demand Response operations and maintenance facility located on 25 acres of land at 10805 Cameron Road, Austin, Texas. This parcel of land is owned by CapMetro and is currently undeveloped, which requires new utility connections from the City of Austin. An open storm drainage channel is required within CapMetro property to minimize impacts to Cameron Road; this open channel requires easements dedicated to the City of Austin. New water and wastewater (sewer) utility connections are also needed from the City of Austin. These new utilities enter the CapMetro property from the public right of way and require easements dedicated to the City of Austin for the City to maintain their utility infrastructure. These easements are a requirement of the City of Austin utility departments.

CapMetro's procedures require Board approval before CapMetro grants an easement across its property.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction, Engineering & Design (CCED)

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1400

WHEREAS, CapMetro is committed to providing safe, reliable, and accessible public transportation systems to serve the growing needs of the Austin community; and

WHEREAS, the new North Base Demand Response facility, located at 10805 Cameron Road, Austin Texas, is a key operations and maintenance facility that will provide enhanced paratransit (ADA) and pick-up services to the community; and

WHEREAS, the new facility requires storm water drainage easements, water easements, and a wastewater easement to be granted to the City of Austin for new utility connections to the property;

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 Storm Water Drainage Easements, Water Easements, and a Wastewater Easement to the City of Austin for the North Base Demand Response Capital Improvement Project at 10805 Cameron Road, Austin, Texas.

**Secretary of the Board
Becki Ross**

Date: _____



North Base Demand Response Facility Easement Agreements

CapMetro Board Action

February 12, 2025

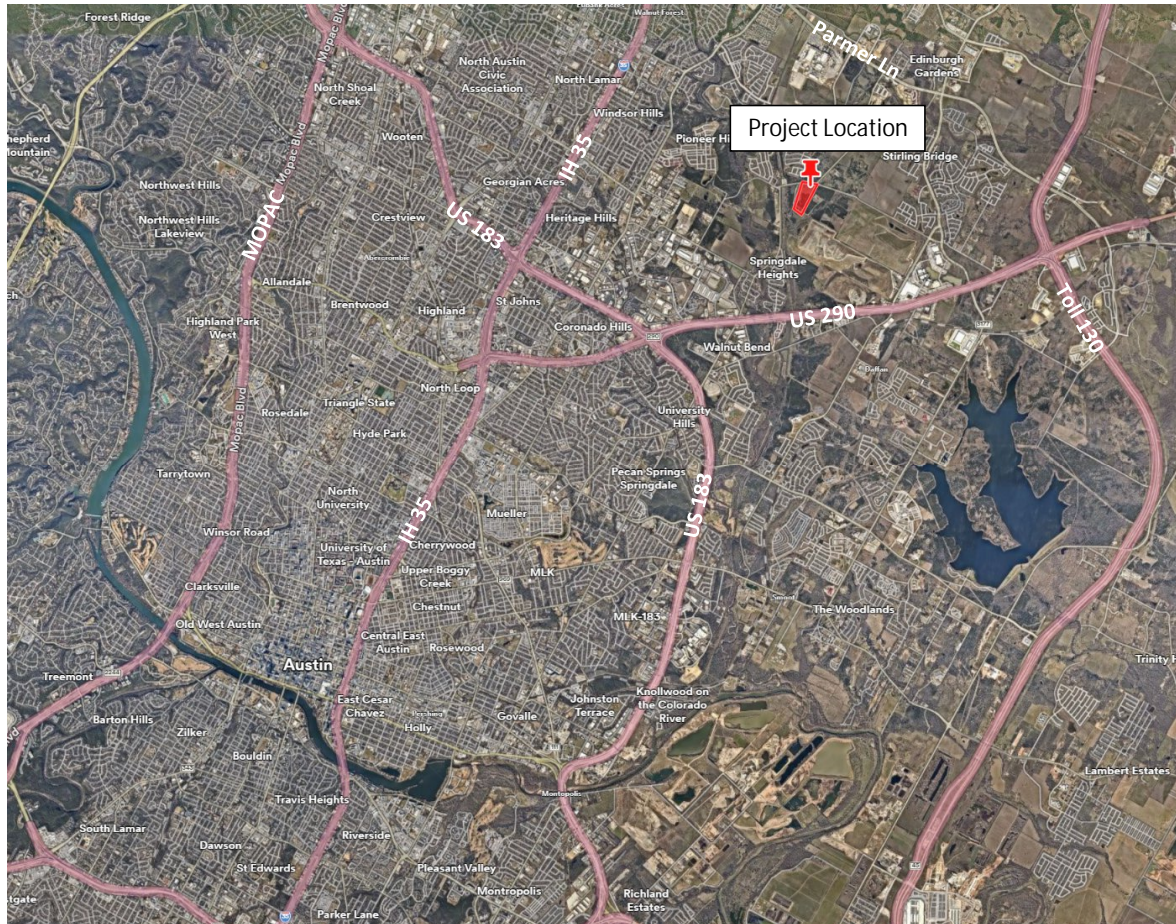
Demand Response – Growing service



CapMetro

2

Location: 10805 Cameron Road, Austin, TX 78754

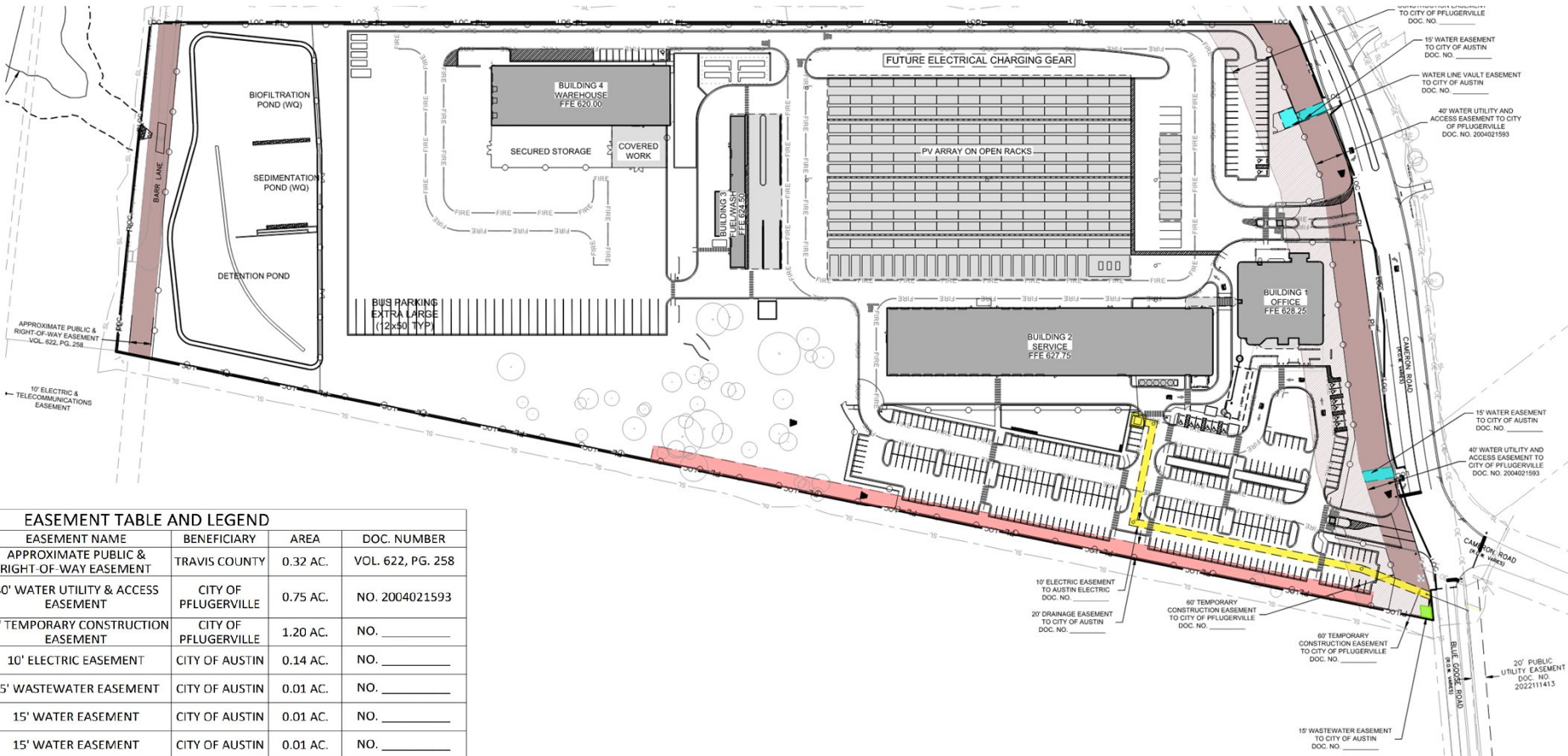


Easement Summary

Because the site is currently undeveloped, new utility services are needed to support the new facility. The utility providers require easement agreements per the following:

1. Austin Water – water and wastewater (sewer) easements
2. Watershed Protection Department – storm drain easements
3. Austin Energy – blanket easement and final easement

Easement Diagram



EASEMENT TABLE AND LEGEND					
	EASEMENT NAME	BENEFICIARY	AREA	DOC. NUMBER	
	EXISTING	APPROXIMATE PUBLIC & RIGHT-OF-WAY EASEMENT	TRAVIS COUNTY	0.32 AC.	VOL. 622, PG. 258
	EXISTING	40' WATER UTILITY & ACCESS EASEMENT	CITY OF PFLUGERVILLE	0.75 AC.	NO. 2004021593
	PROPOSED	60' TEMPORARY CONSTRUCTION EASEMENT	CITY OF PFLUGERVILLE	1.20 AC.	NO. _____
	PROPOSED	10' ELECTRIC EASEMENT	CITY OF AUSTIN	0.14 AC.	NO. _____
	PROPOSED	15' WASTEWATER EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____
	PROPOSED	15' WATER EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____
	PROPOSED	15' WATER EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____
	PROPOSED	WATER LINE VAULT EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____
	PROPOSED	20' DRAINAGE EASEMENT	CITY OF AUSTIN	0.47 AC.	NO. _____

CapMetro

Thank you!

Board of Directors

Item #: AI-2025-1401

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a blanket electric utility easement to the City of Austin on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new electric utility service for CapMetro's new North Base Demand Response Facility, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the utility infrastructure.

FISCAL IMPACT:

Funding for this action is available in the FY2025 Capital Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Granting the electric utility easements for the North Base Demand Response Capital Improvement Project directly supports the agency's ability to construct this new operational and maintenance facility and therefore fulfill key strategic goals and objectives, such as the agency's ability to provide an improved paratransit (ADA) and accessible transit system to the community.

BUSINESS CASE: The approval of the electrical easement is required to provide public utility service and electrical power to the new CapMetro facility. Funding for this action is available in the FY2025 Capital Budget.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning, and Safety Committee on February 12, 2025.

EXECUTIVE SUMMARY: CapMetro is developing a new Demand Response operations and maintenance facility located on 25 acres of land at 10805 Cameron Road, Austin, Texas. This parcel of land is owned by CapMetro and is currently undeveloped which requires a new electric utility service from the City of Austin to meet the electrical loads of the new facility.

As a condition of receiving service, Austin Energy requires customers to grant the City a “blanket” easement to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and electric telecommunications lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances and structures.

After final construction and installation of the electrical infrastructure, the easement shall be limited to an area extending five feet on all sides of the actual installed location of the facilities and the blanket easement shall no longer be in force or effect thereafter as to those portions of the property outside the easement.

CapMetro procedures require Board approval before CapMetro grants an easement across its property.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Capital Construction, Engineering & Design (CCED)

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1401

WHEREAS, CapMetro is committed to providing safe, reliable, and accessible public transportation systems to serve the growing needs of the Austin community; and

WHEREAS, the new North Base Demand Response facility, located at 10805 Cameron Road, Austin Texas, is a key operations and maintenance facility that will provide enhanced paratransit (ADA) and Pick-Up services to the community; and

WHEREAS, the new facility requires new electrical service and an associated electrical easement granted to the City of Austin for new service to this property;

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 blanket electric utility easement to the City of Austin on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new electric utility service for CapMetro's new North Base Demand Response Facility, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2025-1404

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute amendments to two leases with 3423 Holdings LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.

FISCAL IMPACT:

Funding for this action is available in the FY2025 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: CapMetro has a continued need to for storage. These proposed renewals of both commercial leases allow the continuation of storage needs for various CapMetro department stakeholders. The spaces which consist of paved lots are used for staging and storage for bus shelters, bus stop amenities, and retired vehicles.

BUSINESS CASE: CapMetro does not have adequate staging and storage spaces for transit-oriented amenities and vehicles. CapMetro's growth requires additional storage space that will help ensure transit part delays do not create unnecessary transit service interruptions. These commercial leases will provide additional storage and staging space needs and allow more efficient and less costly storage solutions to be provided for Capital Construction and Facilities Management. The funding for these lease amendments is included in the FY25

Operating Budget.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on February 12, 2025.

EXECUTIVE SUMMARY: CapMetro currently leases two separate spaces at 7415 Circle S Road in Austin for bus amenities staging and storage. This leased space is required until the agency depletes the bus stop infrastructure currently located on site. This resolution is seeking Board approval for staff to extend the current commercial lease spaces which provide more storage for bus shelter parts, bus stop amenities, and retired vehicles to support the expanded zero emission fleet and to mitigate the wait for longer part lead times. In addition, this storage space will eliminate the need for less efficient and more costly storage solutions for capital construction projects and facilities maintenance. The current lease option expires in March 2025. The proposed lease term amendment for the extension period shall be through December 31, 2025.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction, Engineering & Design (CCED) and Facilities Management

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1404

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide for the safety of all customers and staff and comply with city, state and federal code requirements; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide reliable storage facilities that better support the storage needs of transit and facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute amendments to two lease agreements with 3423 Holdings, LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2025-1396

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution electing officers of the CapMetro Board of Directors for 2025.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> 1. Internal/External Customer Service Excellence | <input checked="" type="checkbox"/> 2. Stakeholder Engagement | |
| <input type="checkbox"/> 3. Financial and Environmental Sustainability | <input type="checkbox"/> 4. Staff Development | <input type="checkbox"/> 5. Agency Growth Management |

Strategic Objectives:

- | | | |
|--|--|--|
| <input type="checkbox"/> 1.1 Safety & Risk | <input checked="" type="checkbox"/> 1.2 Continuous improvement | <input type="checkbox"/> 1.3 Dynamic Change |
| <input type="checkbox"/> 1.4 Culture of Innovation | <input type="checkbox"/> 2.1 Be an Employer of Choice | <input checked="" type="checkbox"/> 2.2 Organization Development |
| <input checked="" type="checkbox"/> 2.3 Organization Culture | <input type="checkbox"/> 3.1 Resource optimization | <input type="checkbox"/> 3.2 Safety Culture |
| <input type="checkbox"/> 3.3 Environmental Leadership | <input type="checkbox"/> 4.1 Educate & Call to Action | <input type="checkbox"/> 4.2 Build Partnerships |
| <input type="checkbox"/> 4.3 Value of Transit | <input type="checkbox"/> 4.4 Project Connect | |

EXPLANATION OF STRATEGIC ALIGNMENT: Does not apply.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on February 24, 2025.

EXECUTIVE SUMMARY: The Capital Metropolitan Transportation Authority Board of Directors Bylaws require that officers of the Board of Directors be selected annually. In accordance with the bylaws, the officers are Chair, Vice Chair and Secretary.

The primary duties of the Chair are to preside at all meetings of the board, ensure that the board's adopted policies and resolutions are being effectively carried out, execute financial obligations of the authority as

required, establish meeting agenda and recommend the Chair and members of the board's committees.

The primary duties of the Vice Chair are to preside at all meetings and perform all duties in the absence of the Chair and to serve as the Ethics Officer for the Board of Directors.

The primary duty of the Secretary is to act as the custodian of all permanent records of transactions of the Authority including minutes and notices and to perform the duties of the Chair in the absence of the Chair and Vice Chair.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1396

WHEREAS, the Board of Directors Bylaws of the Capital Metropolitan Transportation Authority require that officers of the Board of Directors be selected annually, for a term of one year ending in January of the following year.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby elects _____ as Chair;
_____ as Vice Chair; and Secretary _____ to serve as officers of the CapMetro Board of Directors for the 2025 Calendar Year.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2025-1397

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution confirming the appointments to the Finance, Audit and Administration Committee and Operations, Planning and Safety Committee, and confirming appointments of Chairs for both Committees for 2025.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> 1. Internal/External Customer Service Excellence | <input checked="" type="checkbox"/> 2. Stakeholder Engagement | |
| <input type="checkbox"/> 3. Financial and Environmental Sustainability | <input type="checkbox"/> 4. Staff Development | <input type="checkbox"/> 5. Agency Growth Management |

Strategic Objectives:

- | | | |
|--|--|--|
| <input type="checkbox"/> 1.1 Safety & Risk | <input checked="" type="checkbox"/> 1.2 Continuous improvement | <input type="checkbox"/> 1.3 Dynamic Change |
| <input type="checkbox"/> 1.4 Culture of Innovation | <input type="checkbox"/> 2.1 Be an Employer of Choice | <input checked="" type="checkbox"/> 2.2 Organization Development |
| <input checked="" type="checkbox"/> 2.3 Organization Culture | <input type="checkbox"/> 3.1 Resource optimization | <input type="checkbox"/> 3.2 Safety Culture |
| <input type="checkbox"/> 3.3 Environmental Leadership | <input type="checkbox"/> 4.1 Educate & Call to Action | <input type="checkbox"/> 4.2 Build Partnerships |
| <input type="checkbox"/> 4.3 Value of Transit | <input type="checkbox"/> 4.4 Project Connect | |

EXPLANATION OF STRATEGIC ALIGNMENT: Does not apply.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on February 24, 2025.

EXECUTIVE SUMMARY: In accordance with the Capital Metropolitan Transportation Authority Board of Directors Bylaws, the Board desires to formalize the appointment of a Chair and Members for the Finance, Audit and Administration Committee and Operations, Planning and Safety Committee subject to the concurrence of the members of the board.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1397

WHEREAS, the Board of Directors, desires to formalize the appointment of a Chair and Members to the Finance, Audit and Administration Committee in accordance with the Board Bylaws; and

WHEREAS, the Board Chair recommends _____ as Chair and _____, _____, and _____ to serve as members of the Finance, Audit and Administration Committee for 2025 Calendar Year; and

WHEREAS, the Board of Directors, desires to formalize the appointment of a Chair and Members to the Operation, Planning and Safety Committee in accordance with the Board Bylaws; and

WHEREAS, the Board Chair recommends _____ as Chair and _____, _____, and _____ to serve as members of the Operations, Planning and Safety Committee for 2025 Calendar Year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves these appointments for Calendar Year 2025.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2024-1191

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial three-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through FY2034.

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 Bikeshare system will empower, enhance, and serve the region and its communities through the responsible delivery of high-quality public transportation that seeks to close the gap between the first mile and last mile of traditional fixed route bus and train service. The Bikeshare program shall be operated through joint funding contributions from the City and CapMetro as outlined in the ILA.

BUSINESS CASE: CapMetro Bikeshare facilitates sustainable, healthy, equitable first and last mile connections to transit through a partnership with the City of Austin whereby the City owns the hardware and bicycles and CapMetro operates, maintains, and plans for the system. This partnership allows for strategic growth and an

on-going state of good repair.

COMMITTEE RECOMMENDATION: This item will be presented to the Operations, Planning, and Safety Committee on February 12, 2025.

EXECUTIVE SUMMARY: This second amended and restated Bikeshare ILA between the City of Austin and CapMetro allows for the receipt and use of up to \$14.1 million in Transportation Alternatives Set Aside (TASA) grant funds (\$11.3 M in federal funds and \$2.8M in local match funds). These funds will be used to expand, enhance, and electrify the City's docked bikeshare system, now known as CapMetro Bikeshare. The City of Austin Transportation and Public Works Department, supported by CapMetro, was awarded the TASA Federal funding. This funding will result in fully electrifying the fleet and increasing the number of Bikeshare stations. CapMetro will purchase and seek reimbursement from the City for all eligible capital expenses including e-bicycles, associated hardware, associated Bikeshare station construction, and electric infrastructure needed to power the grant-funded system expansion.

City of Austin Contribution: The City will contribute up to \$250,000 each year for operations and maintenance (O&M) of the Bikeshare Program from FY 2025 to FY 2027 for a total amount not to exceed \$750,000. The parties will meet in good faith to review operational costs on April 1, 2026. The April 2026 discussion will include a presentation by CapMetro on financial analysis of operational costs and revenue and will provide a basis for seeking a revised operational contribution from the City for FY 2028 - 2034.

City of Austin Capital Contribution: The City's capital contributions to the Bikeshare Program for the initial 3-year term of the ILA includes local government match funds for the TASA grant award and TASA grant funds in a combined amount not to exceed \$3,600,000. In addition, funds from the sale of City Bikeshare assets will be applied toward program costs.

CapMetro O&M Contribution: O&M costs over and above the City's annual O&M Contribution after the deduction of Program revenue will be the responsibility of CapMetro. The CapMetro Board will approve CapMetro's O&M budget for the Bikeshare Program annually as part of the annual budget process. CapMetro is working to reduce O&M costs by charging e-bikes at stations, actively seeking advertising sponsors for the Bikeshare Program, and planning a change in the overall Bikeshare fare system. It is the intent of the parties to equally share the operating costs of the Bikeshare Program after the reduction of Bikeshare revenue.

CapMetro Capital Contribution: CapMetro's Capital Contribution to the Bikeshare Program was expended from July to November of 2024 when CapMetro's Bikeshare team replaced 73 stations for \$4 million. Future capital expenditures from CapMetro are not expected and will require Board approval.

Background: The City of Austin was among the first municipalities to install a publicly funded bikeshare system in the United States. Austin B-Cycle, now CapMetro Bikeshare, started in 2013 with 43 station/kiosks and 350 bikes.

PRIOR BOARD RELATED APPROVALS:

August 2020 - Authorize negotiation and execution of an interlocal agreement with the City of Austin related to expansion and management of Bike Share of Austin and BCycle Austin, a station-based bike share system, for an initial term of four years, and a renewal term of up to three years.

May 2022 - Finalize and execute an amended and restated Interlocal Agreement between Capital Metro and the City of Austin to improve, expand and electrify the MetroBike program through joint funding contributions from both parties for an additional period of up to 10 years with a not to exceed amount as specified in the Interlocal Agreement. The MetroBike program shall be operated directly by CapMetro with funding contributions for operations and capital contributed by the City as outlined in the Interlocal Agreement.

January 2024 - Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with PBSC Urban Solutions, Inc. for the procurement of bicycles, docks, stations, software, and related technology and infrastructure for a public bikesharing system for a term of five (5) base years following a three (3) month mobilization period and five (5), one-year options for an amount not to exceed \$20,645,858. The City of Austin will own all physical hardware, while CapMetro is responsible for operating and maintaining the technology and hardware.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1191

WHEREAS, the City of Austin has been awarded \$11.3 million in Federal Transportation Alternative Set-Aside grant funds with a 20 percent local government match (\$2,823,325) for a total of \$14.1 million investment for the expansion of the CapMetro Bikeshare system; and

WHEREAS CapMetro manages and operates the CapMetro Bikeshare system in accordance with that First Amended and Restated Interlocal Agreement between the City and CapMetro setting forth the roles and responsibilities of the parties related to the Bikeshare Program; and

WHEREAS, the parties now wish to enter into the Second Amended and Restated Interlocal Agreement (ILA) to memorialize the City's contribution of TASA Grant funds and other related O&M and capital funding for the strategic expansion and on-going operations and maintenance of the Bikeshare system; and

WHEREAS, the ILA outlines the process and allocates funds derived from the sale of the legacy (B-Cycle) Bikeshare system.

WHEREAS, with this ILA, the parties are establishing a partnership which the parties define as a shared and equal financial commitment and accountability, as set forth in the ILA, to fully implement a financially sustainable Bikeshare Program.

NOW, THEREFORE, BE IT RESOLVED that the CapMetro Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial 3-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through 2034.

Date: _____

**Secretary of the Board
Becki Ross**

CapMetro

CapMetro Bikeshare & City of Austin ILA

February 2025

CapMetro Bikeshare Vision



CapMetro Bikeshare will expand mobility options for Austinites.



CapMetro Bikeshare will help deliver on CapMetro's commitment to sustainability.



CapMetro Bikeshare will integrate with all other CapMetro services.



Bikeshare Partnership

- CapMetro

- Ensure TASA grant funded activities meet the terms of the Advanced Funding Agreement with TXDOT
- Conduct branding, marketing, advertising
- Manage Bikeshare vendor contract, software, associated agreements
- Operations and maintenance (O&M), construction, and planning

- City of Austin

- Reimburse CapMetro for any TASA grant related expense.
- Own program equipment and inventory
- Assist with permitting, traffic control plans, work orders, electric service coordination, and metered electric service
- Ensure access to bikeshare during special events

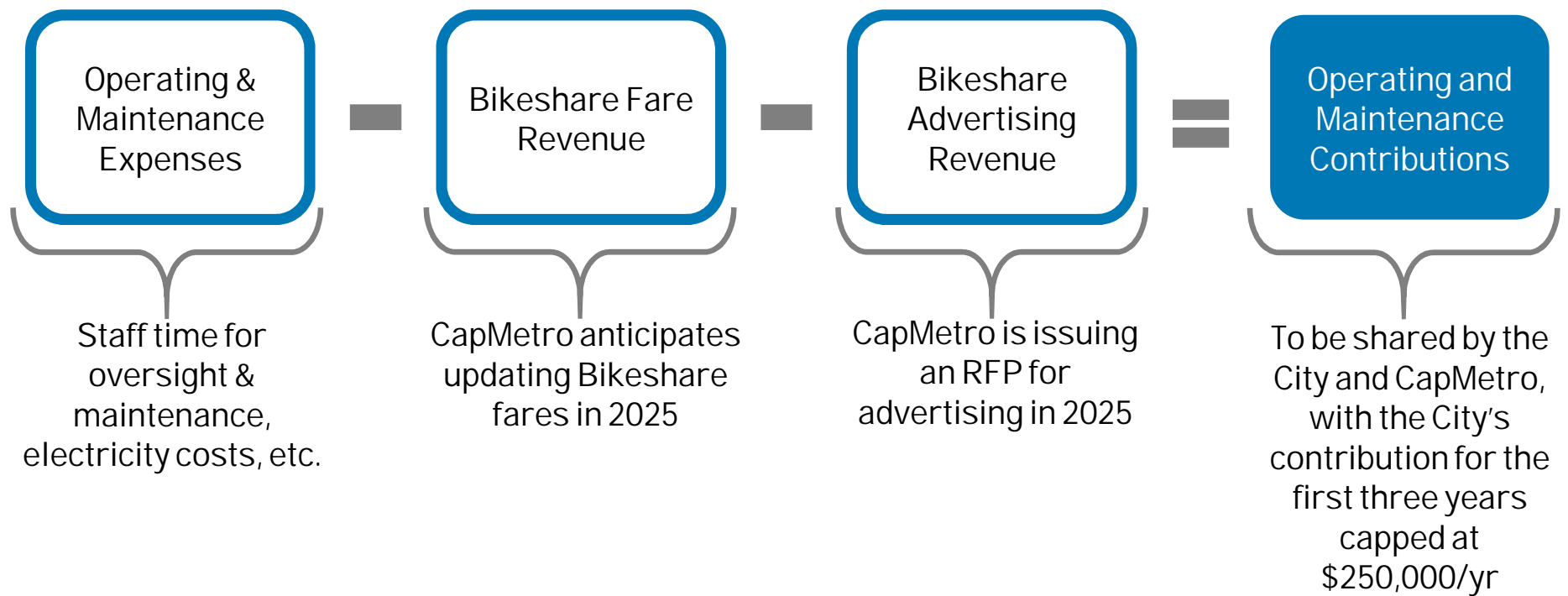
Both parties will work to create monthly and annual reports that will inform future financial contributions.

Capital Contribution:

- City:
 - FY '25 – '27
 - TASA Grant
 - Local Funds
 - Sale of City Assets
- CapMetro:
 - \$4M for 2024 system replacement



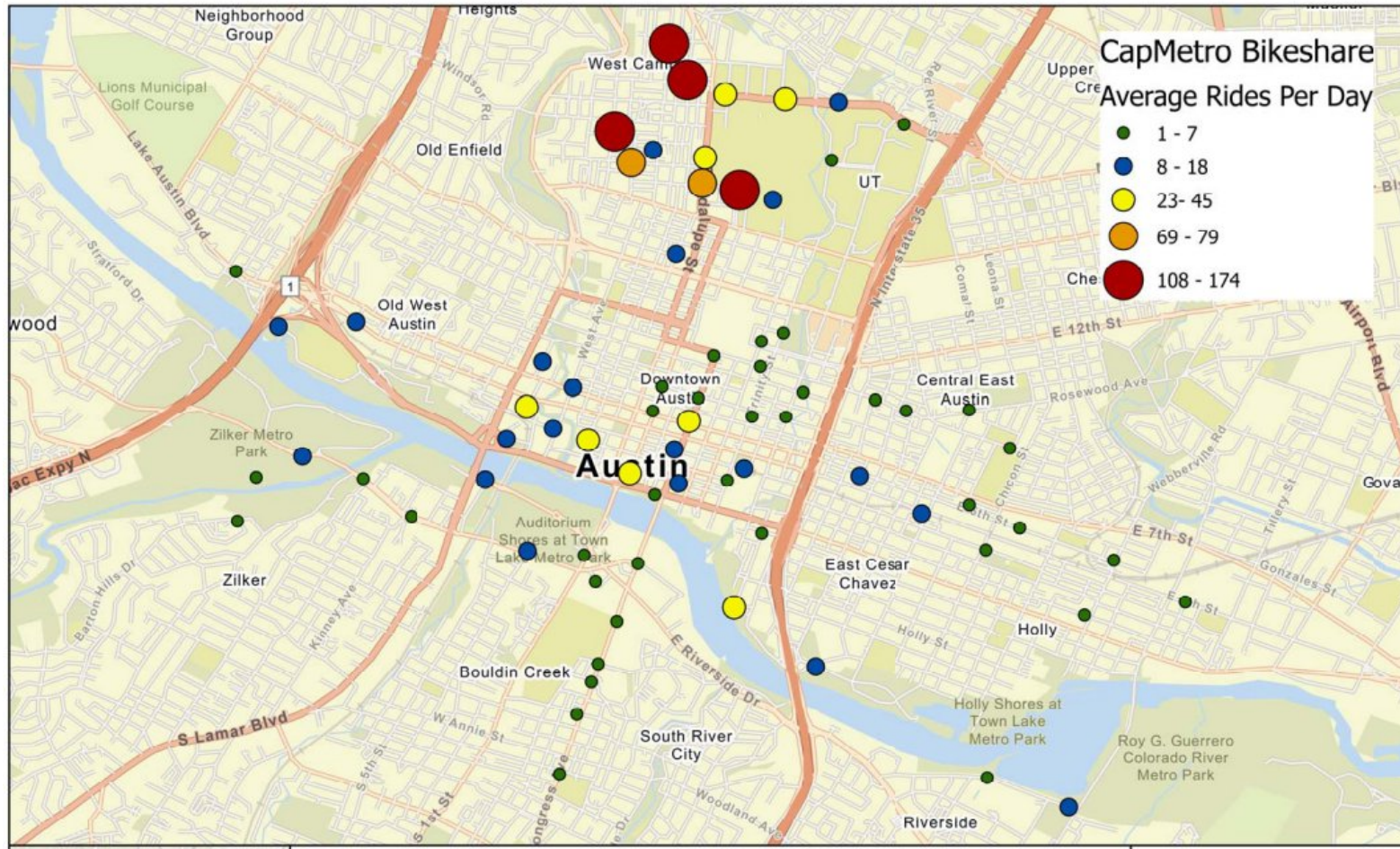
Operating and Maintenance Contribution:



CapMetro

Thank you!

Average Bikeshare Checkouts: 7/24 – 1/25





City of Austin

Recommendation for Action

File #: 24-5397, **Agenda Item #:** 54.

9/12/2024

Posting Language

Authorize negotiation and execution of an amendment to the interlocal agreement with the Capital Metropolitan Transportation Authority to increase funding for the management of CapMetro Bikeshare, formerly known as MetroBike, in an amount not to exceed \$18,550,000 over 10 years.

Lead Department

Transportation and Public Works.

Fiscal Note

Funding is available in the Capital Budget of the Transportation and Public Works Department.

Prior Council Action:

December 12, 2022 - Resolution No. 20221208-052 authorizing the City Manager to submit a grant application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside Program to fund the expansion of the MetroBike system, was approved on an 11-0 vote.

July 28, 2022 - Item 85 - Council authorized negotiation and execution of an amendment to an interlocal agreement with the Capital Metropolitan Transportation Authority for the co-management of MetroBike, and to increase funding by \$475,000 for a total agreement amount not to exceed \$14,750,000 over a ten-year term. Approved on a 10-0 vote with Council Member Fuentes off the dais.

June 4, 2020 - Item 16 - Council authorized negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority related to expansion and management of Bike Share of Austin and BCycle Austin, a station-based bike share system, for an initial term of four years, and a renewal term of up to three years. Approved on a 10-0 vote with Council Member Harper-Madison off the dais.

March 26, 2020 - Item 32 - Authorized an amendment to an existing contract with B-Cycle, LLC, to provide bicycles, kiosks, and software for the Austin Bike Share Program, for an increase in the amount of \$439,000, for a revised total contract amount not to exceed \$2,500,000. Approved on an 11-0 vote.

March 26, 2020 - Item 31 - Authorized negotiation and execution of a multi-term contract with Bike Share of Austin, to provide maintenance of the City's bike share program bicycles and infrastructure assets, for up to two years for a total contract amount not to exceed \$336,000. Approved on an 11-0 vote.

December 13, 2018 - Resolution No. 20181213-044 directing the City Manager to develop recommendations regarding the creation of a pilot program that would address shifting modes of transportation by incentivizing transit use was approved on a 6-2 vote with Council Members Houston and Troxclair voting against, Council Member Renteria absent, and Mayor Adler and Council Member Flannigan off the dais.

June 20, 2013 - Item 32 - Authorized award, negotiation, and execution of a supply contract with B-CYCLE LLC, or the other qualified offeror for the purchase of bicycles, kiosks, and software for the Bike Share Program for the Public Works Department for a total estimated contract amount not to exceed \$2,000,000. Approved on a 7-0 vote.

January 17, 2013 - Item 47 - Authorized award, negotiation, and execution of a 60-month requirements service contract with BIKE SHARE OF AUSTIN, to implement market, operate, and manage the Bike Share Program for the Public Works Department with one, 60-month extension option. Approved on a 6-0 vote with Mayor Leffingwell absent.

For More Information:

Richard Mendoza, Director, 512-974-2488; Upal Barua, Assistant Director, 512-974-7110; Kirk Scanlon, Division Manager, 512-974-1505; Gilda Powers, Quality Consultant, 512-974-7092.

Additional Backup Information:

Bikeshare is a dock-based bike share system. This action will provide for the expansion of the Capital Metropolitan Transportation Authority, (CapMetro) Bikeshare, prioritizing first/last mile access to transit, improving access for underserved communities, and providing more public transportation options for all residents and visitors.

The Transportation and Public Works Department, supported by CapMetro, was awarded \$11.2 million in Transportation Alternative Set Aside (TASA) Federal funding, of which the City of Austin will provide a \$2.8 million in local match funding, to expand and enhance the City's docked, bike-share system, MetroBike. This funding will result in system improvements including but not limited to fully electrifying the fleet and tripling the bikeshare network from 80 stations to 200 stations. During summer 2024 CapMetro contributed \$4,000,000 to replace and update 76 legacy B-Cycle stations with new PBSC CapMetro Bikeshare stations.

The City was among the first municipalities to install a publicly funded bikeshare system in the United States. Austin B-Cycle, now MetroBike, started in 2013 with 43 station/kiosks and 350 bikes. The bikeshare system grew to a total of 79 stations and over 847 bicycles (500 regular pedal bikes and 347 e-bikes). In 2020, through an interlocal agreement (ILA), CapMetro became a partner in the planning and rebranding of the system to MetroBike. In 2022 the ILA was amended to allow for further integration of the MetroBike system to CapMetro's transit system by providing for the absorption of MetroBike operations and maintenance, planning, and promotion into CapMetro's operations.

This amended ILA strengthens the partnership to ensure the effective implementation of the TASA AFA and sustainable operation and expansion of the newly procured and rebranded CapMetro Bikeshare system.

**AMENDED AND RESTATED #2
INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
CITY OF AUSTIN
FOR
THE CAPMETRO BIKESHARE PROGRAM
FKA METROBIKE**

This Amended and Restated #2 Interlocal Cooperation Agreement (this “**Agreement**”) is entered into by and between **Capital Metropolitan Transportation Authority**, a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”) and the **City of Austin**, a Texas home rule city and municipal corporation, acting through its Department of Transportation and Public Works (the “**City**”). CapMetro and the City are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

1. The City formerly operated a bicycle-sharing service program consisting of a fleet of on-demand self-service bicycles located throughout the City of Austin, which could be rented by the minute/hour, by membership card or credit card, and returned to any bicycle-sharing stations (“**Austin B-Cycle**”).
2. To expand access to multi-modal mobility options in the City of Austin, facilitate connections to transit, and increase the volume of electric-assist (e-assist) bicycles in the bicycle-sharing program fleet, the City and CapMetro agreed to integrate Austin B-Cycle into CapMetro’s public transit system as “**MetroBike**,” formerly, the “**MetroBike Program**,” now known as the “**CapMetro Bikeshare Program**” or “**Bikeshare Program**”.
3. CapMetro and the City entered into that certain Interlocal Cooperation Agreement for the Bikeshare Program dated effective August 18, 2020, formalizing the integration of Austin B-Cycle into the CapMetro transit system, and setting forth the roles and responsibilities of the Parties related to the CapMetro Bikeshare Program (the “**Original Agreement**”).
4. Pursuant to the Original Agreement, as amended and restated, CapMetro operates the Bikeshare Program. The City maintains ownership of all Bikeshare Program bicycles, kiosks, and associated hardware; manufactured and licensed by PBSC Urban Solutions, Inc., under CapMetro Contract No. 500131.
5. On September 5, 2022, CapMetro and the City amended and restated the Original Agreement to further elucidate the roles and responsibilities of the parties (the “**First Amended and Restated Agreement**”).
6. In October 2023, the City was awarded approximately \$11.3 million in Federal Transportation Alternative Set-Aside (“**TASA**”) grant funding to expand and enhance the CapMetro Bikeshare Program and transition fully to electric vehicles. The award of these grant funds requires a Local Government Match in the amount of approximately \$2.9 million. Accordingly, the City will contribute a total of approximately \$14.1 million in TASA grant funds, less any federal and state direct and indirect administrative costs, to CapMetro to expand, enhance and electrify the Bikeshare Program in accordance with the terms of the Advanced Funding Agreement (“**AFA**”) finalized between the City and the Texas Department of Transportation (“**TxDOT**”) and this Agreement.

7. With this Agreement, the Parties are exploring a partnership which the Parties define as a shared and equal financial commitment and accountability to fully implement a financially sustainable Bikeshare Program.
8. The Parties now desire to amend and restate the First Amended and Restated Agreement in its entirety to account for the additional TASA grant funding and as further set forth herein.

Now therefore, in consideration of mutual covenants and agreements herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

AGREEMENT

A. Program Goals. The Parties will collaborate to achieve the following goals, without limitation:

1. Preserve, cultivate, and strengthen the valuable CapMetro Bikeshare partnership between CapMetro and the City.
2. Develop and deliver a CapMetro Bikeshare Strategic Expansion Plan that is financially sustainable to: (a) Develop an equitable, affordable, on-demand mobility option to provide access to opportunities and resources; (b) Extend the bikeshare system to provide first/last mile solutions and reach target communities; and (c) Fully integrate the Bikeshare Program with CapMetro's public transit system.
3. Support the goals and objectives of the [Austin Strategic Mobility Plan](#), [Austin Climate Equity Plan](#), and [Vision Zero](#).
4. Support the goals and objectives of Project Connect.
5. Advance CapMetro's role as Austin's mobility provider in the region with an expanded, affordable, and accessible bikeshare system.
6. Migrate the Bikeshare Program from manual bicycles to an all e-assist bicycle fleet.
7. Co-locate electric bicycle infrastructure with mobility hubs, Urban Trails trailheads, and transit facilities.
- 8.
9. SExplore a partnership which the Parties define as a shared and equal financial commitment and accountability to fully implement a financially sustainable Bikeshare Program.
10. Establish a fully equipped operations facility for the Bikeshare Program.

B. Program Governance.

1. As a transit amenity, the location of CapMetro Bikeshare facilities and kiosks throughout the CapMetro service area will meet or exceed guidelines set forth in CapMetro's Service Standards and Guidelines, as amended from time to time, and as required by Federal Transit Administration ("FTA") Title VI Circular 4702.1B, as amended.

2. The Parties will coordinate on, and CapMetro will create and deliver, a CapMetro Bikeshare Annual Work Plan and Report to guide the program operation and expansion plans, define the broad strategies and parameters of the CapMetro Bikeshare Program, and make overall Program decisions including but not limited to: locations and designs of bicycle kiosks, advertising agreements related to the CapMetro Bikeshare Program, transit wayfinding signage, oversight expenses, considering ad hoc requests, considering new partnerships, and reviewing CapMetro's Operations and Maintenance plan, subject to and in accordance with CapMetro's Service Standards and Guidelines, other applicable CapMetro policies and procedures, and applicable federal, state, and local laws and regulations.
3. The Parties shall meet monthly to seek consensus on all matters involving the Program and follow documented, clear agendas with action items addressed prior to the following meeting. The City's Transportation and Public Works Department Director may designate a program manager to act on behalf of the City with respect to the Bikeshare Program. CapMetro's Chief Operations Officer may designate a program manager to act on behalf of CapMetro with respect to the Bikeshare Program. The program managers will ensure that action items resulting from such meetings are addressed. In the event a consensus is not reached, the matter shall be referred as soon as possible to CapMetro's Chief Operations Officer and the City's Director of the Austin Transportation and Public Works Department for coordination and mutual resolution.

C. Financial Contributions.

1. The City's financial contribution toward the Program will include an Operations and Maintenance (O&M) Contribution and a Capital Contribution as follows:
 - i. Operations and Maintenance (O&M) Contribution:
 1. The City will contribute up to \$250,000 per fiscal year for Fiscal Years 2025 through 2027 (the "**Annual O&M Contribution**") for a total amount not to exceed \$750,000 (the "**City O&M Contribution**") as shown in **Exhibit "A."** The Annual O&M Contribution will be applied toward CapMetro's operating budget for the ongoing operations and maintenance of the Bikeshare Program. The Annual O&M Contribution amount from the City will be determined by:
 - a. Deducting all relevant Bikeshare O&M expenses from all sources of Bikeshare revenue (fares and passes, sponsorships and advertising, operating grants, etc.), and
 - b. Dividing any expenses that exceed revenue by 2 ("the resulting amount")

If the resulting amount for each party is less than \$250,000, the City will pay that lessor amount. If the resulting amount is equal to or greater than \$250,000 for each party, the City will pay \$250,000.

2. The City will be responsible for on-going electrification expenses (e.g., monthly electric fees associated with charging bikes at Bikeshare stations)

when the station is connected to a City meter (the “**Electrification Costs**”). CapMetro will be responsible for on-going electrification expenses (e.g., monthly electric fees associated with charging bikes at Bikeshare stations) when the station is connected to a CapMetro meter.

3. On April 1, 2026, the Parties will meet and work together in good faith to determine the City’s O&M Contribution for Fiscal Years 2028 through 2034 at the Contribution Meeting. The program managers shall ensure the timely scheduling of the Contribution Meeting.

ii. Capital Contribution:

1. The City will contribute an estimated \$1,200,000.00 per fiscal year for Fiscal Years 2025 through 2027 (the “**Annual City Capital Contribution**”) for a total capital contribution to the Bikeshare Program in an amount not to exceed \$3,600,000.00 as shown on **Exhibit “A”** (the “**City Capital Contribution**”). The Annual City Capital Contribution will be funded using TASA Grant Funds, Local Government Match, revenue derived from the Sale of City Assets, as each is defined herein, or other contributions made under this Agreement. Exact annual contribution amounts are dependent on CapMetro’s delivery of capital assets each year by the TASA Grant. Should delivery of capital assets exceed \$1,200,000.00, and both parties mutually agree to a new total Annual City Capital Contribution, the total contribution may be adjusted accordingly.
2. TASA Grant Funds: The City will contribute the TASA grant funds for the expansion of the Bikeshare Program as set forth in the AFA, (“**TASA Grant Funds**”) which will be credited toward the City Capital Contribution.
3. Local Government Match: The City will contribute \$2,823,325.00 in local government match funds for the TASA Grant as required by the AFA (the “**Local Government Match**”), which will be credited toward the Capital Contribution in accordance with **Exhibit “A”**.
4. Sale of City Assets: Any funds derived from the sale of City-owned Bikeshare Program assets, including but not limited to the sale of legacy assets, B-Cycle equipment, and any other Bikeshare Program hardware that has reached its end of useful life (the “**City Assets**”), will be credited towards the City’s Capital Contribution (the “**Sale of City Assets**”). State of good repair and all decisions regarding the City Assets including whether to surplus, resale, dispose, or recycle City Assets, will be determined solely by CapMetro. CapMetro will invest all revenue obtained from the disposal of City Assets into the Bikeshare Program.
5. The Parties will meet and work together in good faith to determine the City’s Capital Contribution for Fiscal Years 2028 through 2034 at the Contribution Meeting.

6. CapMetro will invoice the City for capital expenses monthly. The City will pay these invoices within 45 days in accordance with the Texas Prompt Payment Act.
2. The City has been awarded \$11.29 million in Federal TASA grant funds requiring a 20 percent Local Government Match.
 - i. After the City provides CapMetro with a formal written notice to proceed using TASA grant funds after the AFA between the City and TxDOT is executed (anticipated fall 2024), CapMetro will invoice the City monthly for reimbursement of allowable TASA expenses and direct payments will be made to CapMetro.
 - ii. Any Bikeshare Program assets purchased prior to the AFA being executed are not reimbursable by the City.
 - iii. CapMetro is responsible for ensuring that all TASA-funded activities undertaken by CapMetro comply with the terms of the AFA. Any funds expended by CapMetro that are not substantially in compliance with the terms of the AFA will be the sole responsibility of CapMetro.
 - iv. Each Party is responsible for ensuring the retention and provision of any financial and contractual documentation in accordance with the AFA and state and local regulations.
3. CapMetro's financial contributions to the Program include:
 - i. Operations and Maintenance Contribution: CapMetro will be responsible for operations and maintenance expenses for the Bikeshare Program that exceed the City's O&M Contribution in Paragraph C.1.i. above. The annual operating and maintenance budget for the Bikeshare Program shall follow the established CapMetro annual budgeting process and is subject to approval by the CapMetro Board of Directors.
 - ii. Capital Contribution: During summer 2024, CapMetro replaced and updated 76 legacy B-Cycle stations with new PBSC Bikeshare Program stations for an amount not to exceed \$4,000,000.00. CapMetro does not anticipate contributing additional capital funds during the term of this Agreement.
4. A Party may contribute additional funds, including in-kind contributions, to the Bikeshare Program at any time ("**Additional Contributions**") if approved by either Parties' Council or Board as necessary. Additional Contributions may be used toward capital or operations and maintenance funding of the Program. Payment of Additional Contributions by one Party will not obligate the other Party to match the contribution.
5. Financial contributions made under this Agreement may be used only for the CapMetro Bikeshare Program and related expenses.

6. Capital contributions by either Party will be held by CapMetro in a dedicated fund for the acquisition of capital assets including but not limited to bicycles and e-bikes, bikeshare stations, and docks (“**Capital Fund**”).

D. Assets.

1. The City maintains ownership of the Bikeshare Program assets, equipment, and inventory, including but not limited to bicycles and e-bikes, bikeshare stations, kiosks, and docks (“**City Assets**”).
2. CapMetro maintains ownership of the following items related to the Bikeshare Program: the “CapMetro Bikeshare” branding; any software and/or application integration with a CapMetro system; CapMetro facilities, maintenance equipment and inventories, and other items purchased by CapMetro for the Program that are not otherwise owned by the City (the “**CapMetro Assets**”).
3. CapMetro procured a vendor for the provision of a public bicycle sharing system and sought input from the City as permitted by CapMetro’s Acquisition Policy and applicable federal, state, and local procurement laws. CapMetro will directly oversee the contract for the public bicycle share provider, PBSC Urban Solutions, Inc, including but not limited to the bicycles and e-bikes, bikeshare stations, software and hardware, and any associated license agreements. The City shall maintain ownership of the e-bikes, bikeshare stations, and hardware and CapMetro shall maintain ownership of the software and app integration.
4. Any and all advertising agreements and revenue related to the CapMetro Bikeshare Program will be received, retained and utilized by CapMetro for operations and maintenance of the system. Such revenue generated and attributed to operations and maintenance detailed herein are not to be construed as contributions by the City.
5. All City Assets will be disposed of by CapMetro when such assets have reached the end of their life. Funding derived from the Sale of City Assets will be allocated by CapMetro to the Program and credited towards the City’s Capital Contribution. CapMetro will work with the City, when applicable, to ensure that the Sale of City Assets by CapMetro conform to all applicable laws and ordinances, including compliance with the City’s zero waste goal and recycling program. CapMetro will provide the City with a report within thirty (30) days of when such assets have been disposed of. Any media and marketing pertaining to the Sale of City Assets will be in accordance with Section J. of this Agreement.

E. Financial Requirements, Management and Records.

1. The Parties will provide mutual access to inspect and audit the business records of the Program.
2. The Parties will provide mutual access to all planning and operational documents for the Program.

F. CapMetro Bikeshare Pass Fees.

1. The CapMetro Board of Directors has the sole authority for setting CapMetro Bikeshare pass fees and fee structures and may adjust such fees at any time in accordance with

CapMetro policies and applicable federal and state laws and regulations including but not limited to FTA Circular 4702.1B.

2. CapMetro Bikeshare fees collected through the CapMetro mobile application and the CapMetro Bikeshare app will be credited offset ongoing Bikeshare operations and maintenance costs. Such credits will be calculated after deducting mobile application processing and credit card fees. Such fees collected and attributed to operations and maintenance detailed herein are not to be construed as contributions by the City.

G. Planning.

1. The City is responsible for right-of-way planning and approvals related to the Program.
2. CapMetro is responsible for service area planning, system development and deployment planning, station alignment/location planning, program expansion timeline, and station design related to the Program, in consultation with the City.
3. The Parties will coordinate to further develop the concept of mobility hubs using coordinated bicycle and bus stops as the foundation to encourage more mobility options including but not limited to scooters or any other micro-mobility devices, subject to CapMetro's Service Standards and Guidelines and applicable federal, state, and local laws and regulations.

H. Management and Daily Operations.

1. The City will provide a case manager to facilitate efficient, streamlined permitting. While CapMetro and its contractors are responsible for traffic control plans, work orders and installation and design of approved traffic devices for protection of stations within the ROW (delineator posts, parking/curb stops), and any necessary inspection for the bikeshare station; the assigned City Case Manager will assist CapMetro and its contractors in the efficient delivery of said traffic control plans, work orders, and inspections.
2. The City will coordinate with CapMetro to protect station access during special events (i.e., Austin City Limits, South By Southwest, etc.) and right-of-way closures due to construction. In addition, CapMetro will attend planning meetings and properly staff operation needs for City coordinated special events.
3. CapMetro will employ only orderly and competent workers, skilled in the performance of the services which they will perform and will increase staffing levels in accordance with system expansion to meet stated goals, to the extent practicable and consistent with the agency's operational standards and guidelines.
4. The Parties will develop service level objectives ("SLOs") for monitoring the quality and effectiveness of the CapMetro Bikeshare Program. The SLO areas should include, at a minimum, targets to protect the longevity of bike and station assets (i.e., battery replacement, tire replacement, in-active device idle time, station repairs, etc.), as well as performance measures related to system operations and assets (i.e. average station downtime, average available bikes per station, etc.). In addition, SLOs should report on station rebalancing efforts, expansion milestone expectations, and expenditure reports. CapMetro is required to submit a quarterly SLO report to the City, outlining SLO targets

met and milestone updates. SLOs will be published in the annual report of the CapMetro Bikeshare Program.

I. Data Sharing.

1. The City of Austin (City) will utilize the Mobility Data Specification (MDS) Provider Application Program Interface (API) for data sharing, as outlined at: <https://github.com/openmobilityfoundation/mobility-data-specification/tree/dev/provider><https://github.com/openmobilityfoundation/mobility-data-specification/tree/dev/provider>.

J. Media and Marketing.

1. CapMetro is the primary public media spokesperson regarding CapMetro Bikeshare but will closely coordinate with the City. The Parties will establish a process to notify and consult with CapMetro Bikeshare Program stakeholders prior to either Party making public statements or conducting media interviews in an official capacity.
2. CapMetro is responsible for social media for the CapMetro Bikeshare Program and will coordinate with the City.
3. CapMetro is responsible for public outreach and promotional campaigns for the CapMetro Bikeshare Program. Public outreach and promotional campaigns will be coordinated with the City.
4. CapMetro will advertise on CapMetro Bikeshare assets. Any and all proceeds and/or revenue derived from advertising activities will be retained by CapMetro to support ongoing costs of operations and maintenance of the Program. CapMetro will provide a report to show ad revenue generated and the off-set cost to operations and maintenance of the Program with the SLO quarterly report. Such costs attributed to operations and maintenance detailed herein are not to be construed as contributions by the City.
5. The City will coordinate with CapMetro to implement public feedback through the Austin 3-1-1 system and will coordinate with CapMetro to address Customer Service Request(s) submitted to Austin 3-1-1.

K. Reporting. The Parties will collaborate to develop a CapMetro Bikeshare Monthly and Annual Report and Work Plan. This report will be due no later than November 1st of each Year. In addition, the Parties will have access to CapMetro Bikeshare's data platform.

L. City Pass Bank. The City pass bank will remain in place with no change to the structure of the Program. The City will offer City of Austin and Austin Energy employees CapMetro Bikeshare passes at no cost to the employee from the City pass bank.

M. CapMetro Pass Program. CapMetro will offer CapMetro employees and its service providers, if permissible, CapMetro Bikeshare passes at no cost.

N. Term and Termination. The initial term of this Agreement ("**Initial Term**") will commence on the last signature date of this Agreement ("**Effective Date**") and expiring on September 30, 2027. Sixty (60) days prior to the expiration of the Initial Term, either Party shall have the right and option to renew this Agreement in a writing signed by the Parties for up to seven (7) option periods of

twelve (12) month duration each at the financial contributions agreed to between the Parties as a result of the Contribution Meeting or otherwise, and approved by the Parties' respective governing bodies, beginning October 1, 2027 (the "**Renewal Option**"). In the event CapMetro exercises any Renewal Option, the total term of this Agreement shall not extend beyond September 30, 2034. A Fiscal Year is defined as a one-year period that begins on October 1 and ends on September 30 of the following year. Either Party may terminate this Agreement, in whole or part, without cause, upon ninety (90) days' prior written notice.

O. Invoicing.

The Parties will process invoices in accordance with the Texas Prompt Payment Act ("**Prompt Payment Act**"), Chapter 2251, Texas Government Code. Interest charges will be paid in accordance with the Prompt Payment Act.

CapMetro shall submit invoices to the City on a monthly basis for Capital Contributions and on a quarterly basis for O&M Contributions by sending an e-mail invoice to TPWAccountsPayable@austintexas.gov or:

City of Austin – TPW Finance
Accounts Payable
5202 E. Ben White, Suite 450
Austin, TX 78741

Invoices submitted by CapMetro for City O&M Contributions should include relevant financial documentation related to all Bikeshare program revenues and expenses for the specified timeframe to reflect the terms per section C.1.i.1.

The City shall submit payments on a monthly basis for capital contribution reimbursement and quarterly basis for operations and maintenance expenses in accordance with the Texas Prompt Payment. Checks will be mailed to:

Capital Metropolitan Transportation Authority
P.O. Box 736492
Dallas, TX 75373-6492

For banking information related to making an ACH please contact AR@capmetro.org.

- P. Availability of Funding.** This Agreement is dependent upon the availability of funding. The Parties' payment obligations are payable only from current funds appropriated and available for the Agreement. A Party will provide the other Party written notice if it fails to appropriate funds to pay the amounts due under this Agreement. A Party will also notify the other Party as soon as practicable if there is a reduction of the appropriated funds necessary for such Party to perform under this Agreement.

Q. General Terms and Conditions

- 1. Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. The City's Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action from the City or action from the CapMetro Board of

Directors, but only to the extent necessary to implement and further the clear intent of City Council and CapMetro Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

2. **Further Instruments.** The Parties agree to execute and/or amend such other and further instruments and documents as is or may become necessary or convenient to effectuate the terms of this Agreement and the Program.
3. **Maintenance of Records.** CapMetro and the City will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the latter of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
4. **Disputes.** Should any dispute arise between the Parties to this Agreement, then the City and CapMetro agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each Party within ten (10) days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of such a meeting and any subsequent meetings with respect to such a dispute shall be to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will, upon written notice of one Party to the other Party, given within ten (10) days following the expiration of such twenty (20) day period ("**Request for Mediation**"), proceed directly to non-binding mediation as described below.
5. **Mediation.** If the efforts to resolve such dispute through negotiation fail within the period set forth in the foregoing section, or the City and CapMetro each waive the negotiation process, the Parties may select, within twenty (20) days after the date of the Request for Mediation or mutual waiver of negotiation, as applicable, a mediator trained in mediation skills to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The mediation shall take place in Austin, Texas. The Parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The Parties shall share the costs of the mediator equally. In the absence of a separate written agreement of the Parties to the contrary, the results of this mediation shall not be binding on either of the Parties.
6. **Liability.** THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENCE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

7. **Force Majeure.** Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot or insurrection, civil corruption or disturbance, sovereign conduct, strikes, lockouts, or other industrial disputes, fires, explosions, epidemics, pandemics, embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.
8. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code (“**Texas Public Information Act**”) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.
9. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
10. **Successors and Assigns.** This Agreement may be not assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).
11. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
12. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
13. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.

14. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

15. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

The City: City of Austin
Austin Transportation and Public Works Department
ATTN: Assistant Director
P.O Box 1088
Austin, Texas 78767-1088

CapMetro: Capital Metropolitan Transportation Authority
Attn: VP, Demand Response and Micro Transit Services
2910 E. 5th Street
Austin, Texas 78702

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

16. **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

17. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.

18. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties to the subject matter contained in this Agreement.

19. **Prior Agreements.** This Agreement supersedes any and all prior agreements regarding this subject including the Original Agreement and the first Amended and Restated Agreement.

20. **Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.

21. **Contracting Authority.** The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

[Signatures Page Follows]

DRAFT

In Witness Whereof, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the Effective Date.

Capital Metropolitan Transportation Authority

City of Austin

By: _____

By: _____

Dottie Watkins
President & CEO

Richard Mendoza
Director, Transportation and Public Works

Signature Date: _____

Signature Date: _____

Approved as to form for CapMetro:

Sheri Jones
Associate Counsel

Approved as to form for City:

Angela Rodriguez
Assistant City Attorney

Exhibit "A"
City of Austin Funding Contributions

	Annual City Capital Contribution	Annual City O&M Contribution
FY25	1,200,000	\$250,000
FY26	1,200,000	\$250,000
FY27	1,200,000	\$250,000
TOTAL:	\$ 3,600,000*	\$750,000

* Adjustments to the City's O&M Contribution for FY28 through FY34 will be determined in accordance with Section C(1)(i) of the Agreement.

Board of Directors

Item #: AI-2024-1370

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution approving changes to the Internal Audit Charter.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

- ☐ 1.1 Safety & Risk ☒ 1.2 Continuous improvement ☐ 1.3 Dynamic Change
☐ 1.4 Culture of Innovation ☐ 2.1 Be an Employer of Choice ☐ 2.2 Organization Development
☐ 2.3 Organization Culture ☐ 3.1 Resource optimization ☐ 3.2 Safety Culture
☐ 3.3 Environmental Leadership ☐ 4.1 Educate & Call to Action ☐ 4.2 Build Partnerships
☐ 4.3 Value of Transit ☐ 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: The mission of the Internal Audit department is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The internal audit activity helps CapMetro accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on February 12, 2025.

EXECUTIVE SUMMARY: The Internal Audit Charter identifies the purpose, authority, and responsibility of the CapMetro Internal Audit function, consistent with professional auditing standards, including those put forward by the Institute of Internal Auditors and the US Government Accountability Office through the Government

Audit Standards.

The CapMetro Board of Directors asked that the Charter be reviewed periodically and updated as necessary. The last of these reviews was performed in November, 2023.

The most significant change proposed to the Charter is reflective of the Institute of Internal Auditors shift in framework to the Global Internal Audit Standards. The new Global Internal Audit Standards set forth principles, requirements, considerations, and examples for the professional practice of internal auditing globally.

The 53 standards are organized into five domains as follows:

1. Purpose of Internal Auditing.
2. Ethics and Professionalism.
3. Governing the Internal Audit Function.
4. Managing the Internal Audit Function.
5. Performing Internal Audit Services.

The Internal Audit function performs two types of engagements - Assurance Services and Advisory Services. One of IIA Standards Board's goals for the update was to elevate the quality of internal auditing and enhance the function's role as an essential business partner to Boards and senior management. Three key areas of change are as follows:

- **Governance Mandate:** 1) Board, senior management and the CAE agreement on the IA mandate is required; 2) On projects results, CAE must work with the board and senior management to educate on essential conditions and their impact; 3) CAE must coordinate with the other internal and external service providers and consider reliance on their work; 4) CAE must seek approval for the IA Department budget to achieve the mandate from the board.
- **Strategy & Performance Objectives Alignment:** 1) CAE must implement an IA function strategy to support the organization's strategic objectives; 2) The strategy must include a vision, strategic objectives, and supporting initiatives with an explicit focus on long-range (3-5 years) improvement; 3) Must develop objectives to measure performance and an evaluation methodology, incorporating input from the board and senior management; 4) the CAE must regularly report to the board on improvement actions in addition to any non-conformance areas.
- **Audit Engagement Findings & Conclusions:** 1) Prioritization and rating system for all findings required for all engagements based on CAE-developed methodology and criteria; 2) Engagement level conclusion required for both assurance and advisory projects; 3) CAE must timely communicate themes identified to board and senior management which should be inclusive of both internal and external service providers.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Internal Audit

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1370

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors has adopted an Internal Audit Charter that identifies the purpose, authority, and responsibility of the CapMetro Internal Audit function, consistent with professional auditing standards; and

WHEREAS, the Institute of Internal Auditors has moved from the 2017 IPPF Framework to the 2024 Global Internal Audit Standards, making updates to the current charter necessary; and

WHEREAS, The U.S. Government Accountability Office (GAO) has issued the 2024 revision of Government Auditing Standards; further necessitating additional language and updates.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the updates to Internal Audit Charter attached hereto are approved.

Date: _____

**Secretary of the Board
Becki Ross**

Internal Audit Charter	
Approved by FAA Committee:	Last Approved: 11/20/2023 CMTA Resolution #: AI-2023-1003

INTERNAL AUDIT MISSION

To enhance and protect organizational value by providing risk-based and objective assurance, advice and insight.

ROLE

Internal Audit assists the organization in accomplishing its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes. Internal auditors have no direct responsibilities or any authority over any of the activities or operations they review. They should not develop and install procedures, prepare records, or engage in activities which would normally be reviewed by internal auditors. This does not preclude internal auditors from serving in an advisory capacity in the implementation of improvements or the establishment or re-designing of activities, policies, procedures, or information systems. Additionally, this restriction shall not prevent internal auditors from performing analysis and recommending alternative courses of action to management.

INDEPENDENCE AND ORGANIZATIONAL REPORTING

Internal Auditors should be free both in fact and appearance from personal, external, and organizational impairments to independence.

In order to be free of all operational and management responsibilities that would impair the ability to review independently all aspects of the Authority's operations, the Chief Audit Executive (CAE) shall report functionally to the Board of Directors (BOD) through the Finance, Audit and Administration (FAA) Committee. The CAE shall report to the FAA Committee as needed to discuss audit issues and results. At least annually, the CAE will confirm to the FAA Committee, the organizational independence of the internal audit activity and, as necessary, revise the Internal Audit and/or the FAA Charters.

PROFESSIONAL STANDARDS

Internal Audit must follow Generally Accepted Government Auditing Standards (GAGAS), as issued by the U.S. General Accountability Office (GAO). Also, Internal Audit conforms to the International Professional Practices Framework (IPPF) consisting of the Core Principles for the Professional Practice of Internal Auditing, the Definition of Internal Auditing, the Code of Ethics, and the Standards as promulgated and periodically revised by the Institute of Internal Auditors. These core principles include:

1. Demonstrates integrity
2. Demonstrates competence and due professional care
3. Is objective and free from undue influence (independent)
4. Aligns with the strategies, objectives, and risks of the organization
5. Is appropriately positioned and adequately resourced
6. Demonstrates quality and continuous improvement
7. Communicates effectively
8. Provides risk-based assurance
9. Is insightful, proactive, and future-focused
10. Promotes organizational improvement

ASSURANCE SERVICES

Assurance services provide an objective evaluation of evidence for the purpose of providing an independent assessment on governance, risk management, and control processes for the organization.

These activities may include:

- Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.
- Reviewing the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on operations and whether the Authority is in compliance.
- Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of assets.
- Reviewing and appraising the efficiency with which resources are employed.
- Reviewing operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- Reviewing information systems throughout the system development lifecycle.
- Assessing management's actions taken in response to reported audit findings.
- Reviewing and evaluating the organization's governance processes.
- Reviewing and evaluating the organization's risk management processes.
- Receiving and investigating allegations of fraud, waste and abuse.
- Reporting periodically on the Internal Audit activity's purpose, authority, responsibility, and performance relative to its plan.

NON-AUDIT SERVICES (ADVISORY & CONSULTING)

Consulting services include advisory and related client service activities, the nature and scope of which are agreed with the client and are intended to add value and improve the Authority's governance, risk management, and control processes.

These services may range from formal engagements, defined by written agreements, to advisory activities, such as training, facilitation, and participating in standing or temporary management committees or project teams as an "ex-officio" member.

Internal Audit may perform advisory services where the services do not create a personal impairment either in fact or appearance, detract from other obligations to the FAA Committee, or require the assumption of management responsibilities.

Internal Audit does not perform remediation services. Remediation services are those in which the auditor assumes a direct role designed to prevent or remediate known or suspected problems on behalf of a client. Remediation services require making management decisions and, thus, are not appropriate according to GAGAS.

AUTHORITY

Authorization is granted for full and free access to all records (either manual or electronic), physical properties, activities, and personnel relevant to a review. This includes full access to all systems that input, process, store, and report any and all information of the operations of the Authority which are not limited or otherwise restricted. Documents and information given to internal auditors will be handled in the same prudent manner as by those employees normally accountable for them.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

Internal Audit maintains a Quality Assurance and Improvement Program (QAIP) to evaluate the operations of the internal auditing function. The QAIP includes audit supervision / review to ensure conformance with internal auditing standards, policies, and audit programs. Internal assessments will be performed at least annually to assess conformance with the Internal Audit Charter, the Standards, Code of Ethics, GAGAS, and the efficiency and effectiveness of internal audit in meeting the needs of its various stakeholders. In addition, an independent external quality assurance review will be performed at least once every three years. The results of the QAIP activities, including both internal and external assessments, will be provided to the FAA Committee.

CONTINUING PROFESSIONAL DEVELOPMENT

Each fiscal year, the Internal Audit Department will be allocated a budget for training and educational materials to comply with internal auditing professional standards and ensure current audit techniques, policies, and practices.

INTERNAL AUDIT RESULTS

Audit results are reported to the FAA Committee and President / CEO at the conclusion of each audit project and may include management's responses and corrective action plans (CAPs). The FAA Committee accepts audit reports/results and, when appropriate, authorizes their distribution.

In certain instances, a report may be of limited interest or of a sensitive nature. In these circumstances, the results will be shared only with those persons designated by the FAA Committee. No internal audit report shall directly reference or quote confidential information that is protected under the Texas Public Information Act.

INTERNAL AUDIT FOLLOW-UP

The CAE shall monitor the disposition of CAPs. Audit follow-ups shall verify the resolution status of all significant recommendations resulting from past internal audits. The CAE shall report, at least annually, on implementation status to the FAA Committee.

FINANCE, AUDIT & ADMINISTRATION COMMITTEE

The Finance, Audit & Administration (FAA) Committee shall provide guidance and oversight of both internal and external audit activities. FAA Committee responsibilities include the following duties, based upon standard corporate and governmental practices:

Responsibilities for Internal Audit:

- Review and approve Internal Audit Charter.
- Review Internal Audit risk assessment, plans and budgets.
- Review and/or approve requests for internal audit projects and significant interim changes to the internal audit plan.

- Monitor internal audit results and follow-up reports on previously reported recommendations and CAPs.
- Conduct an annual performance review and evaluation of the CAE.
- Inform and advise the full BOD on internal audit results and recommendations.

Responsibilities for External Audit:

- Monitor external auditor coverage, activities, and contracts for external audits.
- Monitor financial and regulatory reporting decisions.

BOARD ACCESS TO INTERNAL AUDIT

The FAA Committee shall be the access point for all requests for internal audits. Individual Board members desiring specific audit projects should coordinate requests through this committee for review, approval, and scheduling.

INTERNAL AUDITOR ACCESS TO THE BOARD

The CAE shall meet with the FAA Committee on a regular basis, but no less than once per quarter. In addition, the BOD and/or the FAA Committee may request that Internal Audit be available as an informational resource at regular BOD or FAA Committee meetings.

The CAE will have direct access to the BOD and/or the FAA Committee about issues or concerns. The intent of this provision is to emphasize the independence of internal auditing and provide the CAE with direct access to the BOD should serious matters arise which are beyond the course of normal operations.

INTERNAL AUDIT SERVICES PLAN

The CAE shall present for approval to the BOD, a risk-based audit plan which documents the priorities of the internal audit function and is consistent with the Authority's strategic goals and objectives. A risk/opportunity assessment shall be used to identify and justify internal audit resources, audit priority, and scheduling of audit projects. Audit planning will consider the risk of fraud and abuse.

The Internal Audit Services Plan will be reviewed at least annually and proposed plan revisions will be presented to the FAA Committee which has the authority to approve plan modifications. The intent is to provide flexibility to ensure that the most significant risks and opportunities can be addressed in a timely fashion.

CAE APPOINTMENT, EVALUATION & REMOVAL

The BOD shall appoint a qualified, professionally certified individual to perform internal auditing services for a term of five years. The BOD will be responsible for conducting an annual personnel evaluation of the CAE. However, the BOD may delegate this responsibility to the FAA Committee. The BOD may remove the CAE only on the affirmative vote of at least three-fourths of the members of the BOD.

EFFECTIVE DATE

This charter and the policies therein became effective immediately upon adoption by the Board of Directors of the Capital Metropolitan Transportation Authority.

Internal Audit Charter	
Approved by FAA Committee:	Last Approved: 2/12/2025 CMTA Resolution #: AI-2024-1371

Mission

To enhance and protect organizational value by providing risk-based and objective assurance, advice and insight.

Purpose

The purpose of the internal audit function is to strengthen Capital Metropolitan Transportation Authority's ("CapMetro") ability to create, protect, and sustain value by providing the Finance, Audit and Administration Committee (the "FAA Committee") and management with independent, risk-based, and objective assurance, advice, insight, and foresight.

The internal audit function enhances CapMetro's:

- Successful achievement of its objectives.
- Governance, risk management, and control processes.
- Decision-making and oversight.
- Reputation and credibility with its stakeholders.
- Ability to serve the public interest.

CapMetro's internal audit function is most effective when:

- Internal auditing is performed by competent professionals in conformance with The IIA's Global Internal Audit Standards™, which are set in the public interest.
- The internal audit function is independently positioned with direct accountability to the FAA Committee.
- Internal auditors are free from undue influence and committed to making objective assessments.

Commitment to Adhering to the IIA's Global Internal Audit Standards and the Generally Accepted Government Auditing Standards

CapMetro's internal audit function will adhere to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, which are the Global Internal

Audit Standards and Topical Requirements. Also, the internal audit function must adhere to Generally Accepted Government Auditing Standards (the “GAGAS”), as issued by the U.S. Government Accountability Office (the “GAO”). The chief audit executive will report annually to the FAA Committee and senior management regarding the internal audit function’s conformance with the Standards, which will be assessed through a quality assurance and improvement program.

Mandate

CapMetro’s internal audit function mandate is found in the Texas Transportation Code Sec. 451.458. INTERNAL AUDITOR. (a) This section applies only to an authority confirmed before July 1, 1985, in which the principal municipality has a population of less than 1.3 million.

(b) The board shall appoint a qualified individual to perform internal auditing services for a term of five years. The board may remove the auditor only on the affirmative vote of at least three-fourths of the members of the board.

(c) The auditor shall report directly to the board.

Authority

The internal audit function’s authority is created by its direct reporting relationship to the FAA Committee of CapMetro’s Board of Directors. Such authority allows for unrestricted access to the FAA Committee.

The FAA Committee authorizes the internal audit function to:

- Have full and unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carrying out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information as this access is subject to compliance with confidentiality and data privacy policies.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function’s objectives.
- Obtain assistance from the necessary personnel of CapMetro and other specialized services from within or outside CapMetro to complete internal audit services.

Independence, Organizational Position, and Reporting Relationships

The chief audit executive will be positioned at a level in the organization that enables internal audit services and responsibilities to be performed without interference from management, thereby establishing the independence of the internal audit function. (See “Mandate” section.) The Chief Audit Executive (CAE) shall report functionally to the Board of Directors (BOD) through the Finance, Audit and Administration (FAA) Committee, and administratively to the President & Chief Executive Officer (the “CEO”) to ensure independence and operational support. This positioning provides the organizational authority and status to bring matters directly to senior

management and escalate matters to the FAA Committee, when necessary, without interference and supports the internal auditors' ability to maintain objectivity.

The chief audit executive will confirm to the FAA Committee, at least annually, the organizational independence of the internal audit function. If the governance structure does not support organizational independence, the chief audit executive will document the characteristics of the governance structure limiting independence and any safeguards employed to achieve the principle of independence. The chief audit executive will disclose to the FAA Committee any interference internal auditors encounter related to the scope, performance, or communication of internal audit work and results. The disclosure will include communicating the implications of such interference on the internal audit function's effectiveness and ability to fulfill its mandate.

Independence and Objectivity (GAGAS)

The internal audit function shall adhere to the independence requirements as outlined in the 2024 revision of the Generally Accepted Government Auditing Standards (GAGAS), Chapter 3, ensuring that auditors maintain both independence of mind and appearance. This includes applying the GAGAS conceptual framework to identify, evaluate, and address threats to independence, such as self-interest, self-review, bias, familiarity, undue influence, management participation, and structural threats. Auditors must document all independence evaluations, including the nature of the engagement, identified threats, safeguards applied, and conclusions regarding independence. Regular reassessment of independence is required throughout the audit process, especially when changes occur that could affect independence. Additionally, audit documentation must be sufficiently detailed to enable an experienced auditor, with no prior connection to the audit, to understand the nature, timing, extent, and results of the procedures performed, as well as the evidence supporting the audit findings and conclusions. This aligns with GAGAS 2024, Chapter 6, ensuring transparency and facilitating quality reviews.

Changes to the Mandate and Charter

Circumstances may justify a follow-up discussion between the chief audit executive, FAA Committee, and senior management on the internal audit mandate or other aspects of the internal audit charter. Such circumstances may include but are not limited to:

- A significant change in the Global Internal Audit Standards.
- A significant reorganization within the organization.
- Significant changes in the chief audit executive, FAA Committee, and/or senior management.
- Significant changes to the organization's strategies, objectives, risk profile, or the environment in which the organization operates.
- New laws or regulations that may affect the nature and/or scope of internal audit services.

FAA Committee Oversight

To establish, maintain, and ensure that CapMetro's internal audit function has sufficient authority to fulfill its duties, the FAA Committee will:

- Discuss with the chief audit executive and senior management the appropriate authority, role, responsibilities, scope, and services (assurance and/or advisory) of the internal audit function.
- Ensure the chief audit executive has unrestricted access to and communicates and interacts directly with the FAA Committee, including in private meetings without senior management present.
- Discuss with the chief audit executive and senior management other topics that should be included in the internal audit charter.
- Participate in discussions with the chief audit executive and senior management about the "essential conditions," described in the Global Internal Audit Standards, which establish the foundation that enables an effective internal audit function.
- Approve the internal audit function's charter, which includes the internal audit mandate and the scope and types of internal audit services.
- Review the internal audit charter annually with the chief audit executive to consider changes affecting the organization, such as the employment of a new chief audit executive or changes in the type, severity, and interdependencies of risks to the organization; and approve the internal audit charter annually.
- Approve the risk-based internal audit plan.
- Provide input to the internal audit function's human resources administration and budgets.
- Review the internal audit function's expenses.
- Provide input to senior management on the appointment and removal of the chief audit executive, ensuring adequate competencies and qualifications and conformance with the Global Internal Audit Standards.
- Review and provide input to senior management on the chief audit executive's performance.
- Receive communications from the chief audit executive about the internal audit function including its performance relative to its plan.
- Ensure a quality assurance and improvement program has been established and review the results annually.
- Make appropriate inquiries of senior management and the chief audit executive to determine whether scope or resource limitations are inappropriate.

Chief Audit Executive Roles and Responsibilities

Ethics and Professionalism

The chief audit executive will ensure that internal auditors:

- Conform with the principles in the Global Internal Audit Standards, including the principles of Ethics and Professionalism: integrity, objectivity, competency, due professional care, and confidentiality.
- Understand, respect, meet, and contribute to the legitimate and ethical expectations of the organization and be able to recognize conduct that is contrary to those expectations.
- Encourage and promote an ethics-based culture in the organization.
- Report organizational behavior that is inconsistent with the organization's ethical expectations, as described in applicable policies and procedures.
- To align with the Generally Accepted Government Auditing Standards (GAGAS) 2024, Chapter 6, the internal audit function shall establish and maintain comprehensive documentation for each audit engagement. This documentation must provide a clear understanding of the work performed, evidence obtained, and conclusions reached. It should be sufficiently detailed to enable an experienced auditor, with no prior connection to the audit, to comprehend the nature, timing, extent, and results of the procedures performed, as well as the evidence supporting the audit findings and conclusions. This practice ensures transparency, facilitates quality reviews, and upholds the integrity of the audit process.
- Conform with the GAGAS's five ethical principles:
 1. Public Interest
 2. Integrity
 3. Objectivity
 4. Proper Use of Government Information, Resources, and Positions
 5. Professional Behavior
- Establish procedures for reporting and addressing ethical violations to foster an ethics-based culture within the organization.

Objectivity

The chief audit executive will ensure that the internal audit function remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an

unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the chief audit executive determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance.

Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing operational duties for CapMetro or its affiliates.
- Initiating or approving transactions external to the internal audit function.
- Directing the activities of any CapMetro employee that is not employed by the internal audit function, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

Internal auditors will:

- Disclose impairments of independence or objectivity, in fact or appearance, to appropriate parties and at least annually, such as the chief audit executive, FAA Committee, management, or others.
- Exhibit professional objectivity in gathering, evaluating, and communicating information.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid conflicts of interest, bias, and undue influence.

Managing the Internal Audit Function

The chief audit executive has the responsibility to:

- At least annually, develop a risk-based internal audit plan that considers the input of the FAA Committee and senior management. Discuss the plan with the FAA Committee and senior management and submit the plan to the FAA Committee for review and approval.
- Communicate the impact of resource limitations on the internal audit plan to the FAA Committee and senior management.

- Review and adjust the internal audit plan, as necessary, in response to changes in CapMetro's business, risks, operations, programs, systems, and controls.
- Communicate with the FAA Committee and senior management if there are significant interim changes to the internal audit plan.
- Ensure internal audit engagements are performed, documented, and communicated in accordance with the Global Internal Audit Standards and laws and/or regulations.
- Follow up on engagement findings and confirm the implementation of recommendations or action plans and communicate the results of internal audit services to the FAA Committee and senior management semiannually and for each engagement as appropriate.
- Ensure the internal audit function collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Global Internal Audit Standards and fulfill the internal audit mandate.
- Identify and consider trends and emerging issues that could impact CapMetro and communicate to the FAA Committee and senior management as appropriate.
- Consider emerging trends and successful practices in internal auditing.
- Establish and ensure adherence to methodologies designed to guide the internal audit function.
- Ensure adherence to CapMetro's relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Global Internal Audit Standards. Any such conflicts will be resolved or documented and communicated to the FAA Committee and senior management.
- Coordinate activities and consider relying upon the work of other internal and external providers of assurance and advisory services. If the chief audit executive cannot achieve an appropriate level of coordination, the issue must be communicated to senior management and if necessary escalated to the FAA Committee.
- Ensure that each auditor completes at least 80 hours of Continuing Professional Education (CPE) every two years, with a minimum of 24 hours directly related to government auditing or the specific environment of the audited entity, as stipulated in Chapter 4 of the 2024 Generally Accepted Government Auditing Standards (GAGAS). This requirement should be consistently applied to all internal audit staff, with regular monitoring and documentation of compliance to uphold the quality and effectiveness of the audit function.

Communication with the FAA Committee and Senior Management

The chief audit executive will report annually to the FAA Committee and senior management regarding:

- The internal audit function's mandate.
- The internal audit plan and performance relative to its plan.
- Internal audit budget.
- Significant revisions to the internal audit plan and budget.
- Potential impairments to independence, including relevant disclosures as applicable.
- Results from the quality assurance and improvement program, which include the internal audit function's conformance with The IIA's Global Internal Audit Standards and action plans to address the internal audit function's deficiencies and opportunities for improvement.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other areas of focus for the FAA Committee that could interfere with the achievement of CapMetro's strategic objectives.
- Results of assurance and advisory services.
- Resource requirements.
- Management's responses to risk that the internal audit function determines may be unacceptable or acceptance of a risk that is beyond CapMetro's risk appetite

Quality Assurance and Improvement Program

The chief audit executive will develop, implement, and maintain a quality assurance and improvement program that covers all aspects of the internal audit function. The program will include external and internal assessments of the internal audit function's conformance with the Global Internal Audit Standards, as well as performance measurement to assess the internal audit function's progress toward the achievement of its objectives and promotion of continuous improvement. The program also will assess, if applicable, compliance with laws and/or regulations relevant to internal auditing. Also, if applicable, the assessment will include plans to address the internal audit function's deficiencies and opportunities for improvement.

The internal audit function shall establish and maintain a comprehensive system of quality control designed on risk-based process to provide reasonable assurance that the organization and its personnel comply with professional standards and applicable legal and regulatory requirements, as stated in GAGAS Chapter 5. This system should encompass leadership responsibilities, ethical requirements, human resources, engagement performance, and monitoring, as specified in Chapter 5 of the 2024 GAGAS Revision. Annually, the chief audit executive will communicate with the FAA Committee and senior management about the internal audit function's quality assurance and improvement program, including the results of internal assessments (ongoing monitoring and periodic self-assessments) and external assessments.

Under the Generally Accepted Government Auditing Standards (GAGAS), audit organizations are required to undergo an external peer review at least once every three years by reviewers independent of the audit organization and in accordance with GAGAS requirements. Also the qualified, independent assessor or assessment team qualifications must include at least one assessor holding an active Certified Internal Auditor® credential.

Scope and Types of Internal Audit Services

The scope of internal audit services covers the entire breadth of the organization, including all of CapMetro's activities, assets, and personnel. The scope of internal audit activities also encompasses but is not limited to objective examinations of evidence to provide independent assurance and advisory services to the FAA Committee and management on the adequacy and effectiveness of governance, risk management, and control processes for CapMetro.

The nature and scope of advisory services may be agreed with the party requesting the service, provided the internal audit function does not assume management responsibility as management responsibilities include "decision-making, policy creation, and operational oversight. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management.

Internal audit engagements may include evaluating whether:

- Risks relating to the achievement of CapMetro's strategic objectives are appropriately identified and managed.
- The actions of CapMetro's officers, directors, management, employees, and contractors or other relevant parties comply with CapMetro's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations and programs are consistent with established goals and objectives.
- Operations and programs are being carried out effectively, efficiently, ethically, and equitably.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact CapMetro.
- The integrity of information and the means used to identify, measure, analyze, classify, and report such information is reliable.
- Resources and assets are acquired economically, used efficiently and sustainably, and protected adequately.

Approved by the FAA Committee at its meeting on February 12, 2025.

Effective Date

This charter and the policies therein became effective immediately upon adoption by the Board of Directors of CapMetro.

Acknowledgments/Signatures

Chief Audit Executive

Date

FAA Committee Chair

Date

CapMetro President & CEO

Date

Board of Directors

Item #: AI-2025-1381

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with GALLS, LLC for uniform services, with a base term of one (1) year and four (4) option years, in a total amount not to exceed \$5,749,160 of which \$522,651 is contingency.

FISCAL IMPACT:

Funding for this action is available in the FY2025 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: Presenting a consistent and uniform appearance across the Capital Metro service portfolio assists customers in readily identifying team members available to assist them with their transportation needs.

BUSINESS CASE: CapMetro strives to provide excellent customer experiences and to provide our team members with a top-notch working environment.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the February 12, 2025 Operation, Planning and Safety Committee meeting.

EXECUTIVE SUMMARY:

The contract requires the uniform vendor to meet detailed design specifications which cover both the appearance of the item as well as its wearability. The vendor has a location within our area to facilitate the opportunity for Capital Metro team members to try on uniforms, be fitted for alterations, and purchase needed items. Additionally, the vendor is required to maintain an online catalog of approved uniforms with ordering capability.

DBE/SBE PARTICIPATION: A 0% SBE goal was assigned to this procurement, which did not include subcontract opportunities.

PROCUREMENT: CapMetro will utilize Sourcewell cooperative Contract No. 011224-GAL, held by Galls, LLC for Public Safety Uniforms and Related Products and Services, to provide Frontline Employees Uniforms.

Sourcewell awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperations Contract and The Texas Interlocal Cooperation Act. Purchases made using Sourcewell contracts satisfy otherwise applicable competitive bidding requirements.

Pricing for Frontline Employee Uniform was determined to be fair & reasonable by the Sourcewell organization during its solicitation and award process. The contract is a fixed unit price, indefinite quantity, indefinite delivery contract, for one base year with four one-year options including 10% contingency for future growth. The following is the total not to exceed amount for base and option years with contingency:

Description	Not-To-Exceed Amount
Base Year - 1 Frontline Employee Uniforms	\$915,974.08
Option Year - 1 Frontline Employee Uniforms	\$975,875.27
Option Year - 2 Frontline Employee Uniforms	\$1,040,318.94
Option Year - 3 Frontline Employee Uniforms	\$1,109,138.86
Option Year - 4 Frontline Employee Uniforms	\$1,185,201.19
Grand Total for Base and Option Years:	\$5,226,508.34
10% Contingency:	\$522,650.83
Grand Total Board approval with Contingency:	\$5,749,159.17

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1381

WHEREAS the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognize the continued customer benefit to having improved consistency of appearance amongst its various team members; and

WHEREAS the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognize the need to (reason for bringing this agenda item forward).

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, of her designee, is authorized to finalize and execute a contract with GALLS, LLC for uniform services, with a base term of one (1) year and four (4) option years, in a total amount not to exceed \$5,749,160 of which \$522,651 is contingency.

Date: _____

**Secretary of the Board
Becki Ross**



Galls and CapMetro Partnership

February 24th 2025

Space Optimization and Staffing

- Galls does not require space on-site at CapMetro.

Branch Details
• **Note:** This will free up the space needed at 624.

- **Location:** Austin, TX
- **Size:** 30,000 Square Feet
- **Inventory:** 3.5 million+ on-hand
- **Staff: 31 Total**
 - **Note:** Current staffing is 1; store often closed due to illness/emergency.
 - **Seamstress/Tailors:** 10
 - **Embroidery Machines:**
 - 2 / 4 Head
 - 2 / 6 Head
 - 5 Single Head

- **Staffing:**
 - Sales Associates
 - Alterations Specialists
 - **Note:** Not offered by current vendor.
- **Management:**
 - Dedicated Operations Manager
 - Reports to District Operations Manager
 - Regional Sales Director oversees contract and employee performance

Services

Galls Local Branch in Austin, TX

- Branch Functions:

- Sizing
- Order Fulfillment
- Order Pick Up
- Alterations

- Services:

- Tailoring
- Embroidery
- Emblem Application
- Heat Press
- Screen Printing

- **Note:** Current turnaround is 6 to 8 weeks, not done locally.

- **Customization Needs:** Provided by CapMetro

- **Alterations:** In-house at Lexington, KY and **Austin**, TX branches

- **Note:** Not currently offered locally.

Inventory Management

- **Department:** Fully staffed Inventory Management (IM)
- **Inventory:** \$85M on-hand
- **System:** Integrated, fully automated forecasting
- **Partnership:** Collaboration with CapMetro for planning
- **Pre-Customized Uniforms:** Core uniform program options and quantities determined with CapMetro
- **Website:** Dynamic, real-time inventory levels

Implementation Timeline

- 3–4 Month Implementation Plan:
 - Month 1:
 - Assign Project Manager
 - Meetings to understand inventory requirements and customization setup
 - Place stock orders for Galls Austin location
 - Build out catalogues with each department
 - Set milestones with CapMetro
 - Month 2:
 - Implement website upload and details
 - Train Austin location staff
 - Establish store procedures for alterations
 - Distribute Quick Reference Guide to staff
 - Month 3:
 - Test and edit website implementation
 - Schedule business reviews between CapMetro and Galls
 - Transition period for onboarding team

Pricing Comparison:

Pricing was made using our current structure

ITEM #	DESCRIPTION	Current	Proposed	Savings	Embroidery	??	Total Savings	NOTES
1	Men's long-sleeve dress shirt French Blue. PMS 18-3945 TCX	\$30.16	\$24.56	(\$5.60)	\$5.00	\$29.56	(\$0.60)	
2	Women's long-sleeve dress shirt French Blue. PMS 18-3945 TCX	\$30.16	\$20.23	(\$9.93)	\$5.00	\$25.23	(\$4.93)	
3	Men's short-sleeve dress shirt French Blue. PMS 18-3945 TCX	\$28.22	\$26.73	(\$1.49)	\$5.00	\$31.73	\$3.51	
4	Women's short-sleeve dress shirt French Blue. PMS 18-3945 TCX	\$28.22	\$18.06	(\$10.16)	\$5.00	\$23.06	(\$5.16)	
5	Men's short-sleeve polo French Blue. PMS 18-3945 TCX	\$38.98	\$21.67	(\$17.31)	\$5.00	\$26.67	(\$12.31)	
6	Women's long-sleeve polo French Blue. PMS 18-3945 TCX	\$38.98	\$18.78	(\$20.20)	\$5.00	\$23.78	(\$15.20)	
7	Men's short-sleeve polo French Blue. PMS 18-3945 TCX	\$34.95	\$13.72	(\$21.23)	\$5.00	\$18.72	(\$16.23)	
8	Women's short-sleeve polo French Blue. PMS 18-3945 TCX	\$34.95	\$11.56	(\$23.39)	\$5.00	\$16.56	(\$18.39)	
9	Men's Supervisor dress shirt - long-sleeve white	\$50.76	\$20.23	(\$30.53)	\$5.00	\$25.23	(\$25.53)	
10	Women's Supervisor dress shirt - long-sleeve white	\$49.86	\$20.23	(\$29.63)	\$5.00	\$25.23	(\$24.63)	
11	Men's Supervisor white dress shirt - short-sleeve white	\$50.76	\$18.06	(\$32.70)	\$5.00	\$23.06	(\$27.70)	
12	Women's Supervisor white dress shirt - short-sleeve white	\$49.86	\$18.06	(\$31.80)	\$5.00	\$23.06	(\$26.80)	
13	Men's Supervisor- long-sleeve polo White	\$38.98	\$18.78	(\$20.20)	\$5.00	\$23.78	(\$15.20)	
14	Women's Supervisor- long-sleeve polo White	\$38.98	\$18.78	(\$20.20)	\$5.00	\$23.78	(\$15.20)	
15	Men's Supervisor-short-sleeve polo White	\$34.95	\$13.72	(\$21.23)	\$5.00	\$18.72	(\$16.23)	
16	Women's Supervisor-short-sleeve polo White	\$34.95	\$13.72	(\$21.23)		\$13.72		
20	Men's Uniform Pants PANTONE 19-4030 TCX (previously 403)	\$26.01	\$60.00	\$33.99		\$60.00		1 Low end cost
21	Women's Uniform Pants PANTONE 19-4030 TCX (previously 268)	\$26.01	\$60.00	\$33.99		\$60.00		1 Medium cost
22	Men's Uniform Shorts PANTONE 19-4030 TCX (previously 38)	\$20.54	\$37.60	\$17.06		\$37.60		
23	Women's Uniform Shorts PANTONE 19-4030 TCX (previously 25)	\$21.54	\$37.60	\$16.06		\$37.60		
24	Women's Uniform Skort PANTONE 19-4030 TCX	\$69.81	\$75.94	\$6.13		\$75.94		
27	Brushed twill cap PANTONE 19-4030 TCX	\$8.78	\$5.05	(\$3.73)	\$5.00	\$10.05	\$1.27	
28	Knit Beanie PMS 18-3945	\$6.46	\$3.61	(\$2.85)	\$5.00	\$8.61	\$2.15	
29	Knit Beanie PANTONE 19-4030 TCX	\$6.46	\$3.61	(\$2.85)	\$5.00	\$8.61	\$2.15	
32	Belt Bag Black	\$65.80	\$39.74	\$26.06		\$39.74		
33	Belt Bag PANTONE 19-4030 TCX	\$18.31	\$18.22	(\$0.09)		\$18.22		
47	Mid Cut Slip Resistant Work Shoe - all black	\$179.50	\$115.60	(\$63.90)		\$115.60		
48	Plain-toe Chukka Boot - all black	\$92.19	\$94.65	\$2.46		\$94.65		
49	Steel-toe Waterproof Boot - all black	\$92.19	\$56.36	(\$35.83)		\$56.36		
50	Side-zip Safety-toe Waterproof Boot - all black	\$137.66	\$70.81	(\$66.85)		\$70.81		
51	Maximum cushion sock - Black or PANTONE 19-4030 TCX	\$2.23	\$8.67	\$6.44		\$8.67		
52	½ and Full Finger Driving Glove, black	\$77.73	\$15.93	(\$61.80)		\$15.93		
53	U.S. Flag sewn to left sleeve (see Exhibit F)	\$8.98	\$3.00	(\$5.98)		\$3.00		

Additions being made adding:

1. 511 Apex pants
2. MetroBike
3. Public Safety
4. Holsters
5. OMCSS
6. Facilities (Fidel's Team)

CapMetro

Galls and CapMetro Partnership

Branch Details

- ❑ Location: Austin, TX
- ❑ Size: 30,000 Square Feet
- ❑ Inventory: 3.5 million+ on-hand
- ❑ Staff: 31 Total
 - Note: Current staffing is 1; store often closed due to illness/emergency.
 - Seamstress/Tailors: 10
 - Embroidery Machines:

Inventory: \$85M on-hand

Website: Dynamic, real-time inventory levels

Alterations: In-house

Galls is established for Austin area uniform needs ex: APD, DPS, AFD etc.

Frontline employees are happy with the quality of clothing

2/24/2025

CapMetro

Thank you!

Board of Directors

Item #: AI-2024-1362

Agenda Date: 2/24/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Vertosoft LLC. for Transit traveler tools, with a base term of one (1) year and three (3) option years, in a total amount of \$2,224,025 of which \$370,671 is contingency.

FISCAL IMPACT:

Funding for this action is available in the FY2025 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 Transit traveler tools contract aligns directly with CapMetro's strategic goal of customer by providing convenient, desirable, and accessible mobility options. By implementing this system, CapMetro improves the overall customer experience. Key benefits include real-time arrival information, personalized trip planning, seamless fare payment, and user-friendly interface. Additionally, the app's multilingual support and accessibility features will broaden its appeal and inclusivity. The Transit traveler tools demonstrate CapMetro's commitment to innovation and customer satisfaction.

BUSINESS CASE: The Transit traveler tools contract aligns with CapMetro's strategic goal of providing a convenient, desirable, and accessible mobility option for the Austin community. By investing in this technology, we can enhance our service offerings and improve the overall customer experience. Transit provides real-time arrival information, personalized trip planning, and seamless fare payment options which

will significantly improve the customer journey for CapMetro customers. The Transit app can provide valuable data on ridership patterns, service utilization, and customer preferences, enabling data-driven decision-making and resource allocation. By embracing this technology, CapMetro can position itself as a leader in innovative transportation solutions, fostering a more sustainable and connected Austin.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on February 24, 2025.

EXECUTIVE SUMMARY: CapMetro can significantly enhance customer experience and position itself as a leader in innovative transportation solutions by using the Transit App and its website integration tools for CapMetro.org. This acquisition directly aligns with our strategic aim of providing convenient, desirable, and accessible mobility options for CapMetro customers. The Transit App offers best-in-class mobile experience with real-time arrival information, personalized trip planning, and seamless fare payment options. Additionally, website integration tools will improve CapMetro.org's functionality for trip planning and service information.

DBE/SBE PARTICIPATION: No DBE goal was assigned to this procurement which is for a software application.

PROCUREMENT: CapMetro will utilize the Texas Interlocal Purchasing System (TIPS), Contract Number 220105, held by Vertosoft, for Technology Solutions Products and Services, to provide Transit Traveler Tools Software and Support.

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

Pricing for Transit Traveler Tools Software and Support was determined to be fair & reasonable by the TIPS organization during its solicitation and award process. The following is Vertosoft's lump sum pricing for software and support for one (1) base year from notice to proceed with three (3) option years and 20% contingency to account for future growth:

Description	Lump Sum Price
Transit Traveler Tools Software and Support - Base Year 1	\$430,000.00
Transit Traveler Tools Software and Support - Option Year 1	\$451,500.00
Transit Traveler Tools Software and Support - Option Year 2	\$474,075.00
Transit Traveler Tools Software and Support - Option Year 3	\$497,778.75
Grand Total for Base and Option Years:	\$1,853,353.75
20% Contingency:	\$370,671.25
Total Board Approval Amount + Contingency	\$2,224,025.00

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1362

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management recognize modernizing traveler tools enhances customer experience.

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 Vertosoft LLC. for Transit traveler tools, with a base term of one (1) year and three (3) option years, in a total amount of \$2,224,025 of which \$370,671 is contingency.

**Secretary of the Board
Becki Ross**

Date: _____



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1395

Agenda Date: 2/24/2025

Austin Transit Partnership Update on Austin Light Rail Draft Environmental Impact Statement

Austin Light Rail

Progress Update

February 3, 2025



NEXT: Ce

TO: 38th Street Station	ESTIMATE	DUE
Cesar Chavez	4 MIN	
Congress	7 MIN	
Wooldridge		



Austin Transit
Partnership

The Austin
Public
Library

Benefits of Light Rail

New Options to Get Places



The line will integrate with cars, buses, trains and other modes — giving people more choices when navigating between the core and the larger metro area.

Easy, Reliable & Frequent



Light rail will have its own dedicated railway, intuitive directions, and run every 5-10 minutes — making it highly dependable and easy to use.

Reduced Travel Times



The line will allow riders to zip through the heart of Austin without having to sit in traffic — significantly reducing travel times to key destinations.

Nature-forward Design



Shade trees, Texas plants and new walk and bike paths will be integrated throughout the design of the line, creating more people-friendly spaces.

An Engine for Jobs



Light rail will create 10,000 jobs as a key part of city mobility improvements. It will also create access to 200K+ jobs when operational.

Keeps Austin Livable



The line will help keep our city accessible for working people by connecting to affordable housing and reducing commuting costs.

Light Rail in Other Cities



Paris, France



Seattle, Washington



Phoenix, Arizona



Minneapolis, Minnesota

Austin Light Rail Phase 1

Light rail is an expandable electric train system designed for metropolitan areas, serving as an integral part of the transit network by connecting people to essential destinations where they live, work and play.

Facts

15 STATIONS

connecting points north, south and east of downtown Austin

9.8 MILES

of light rail transit

~28,000 DAILY TRIPS
on an average weekday

Access to:

136K

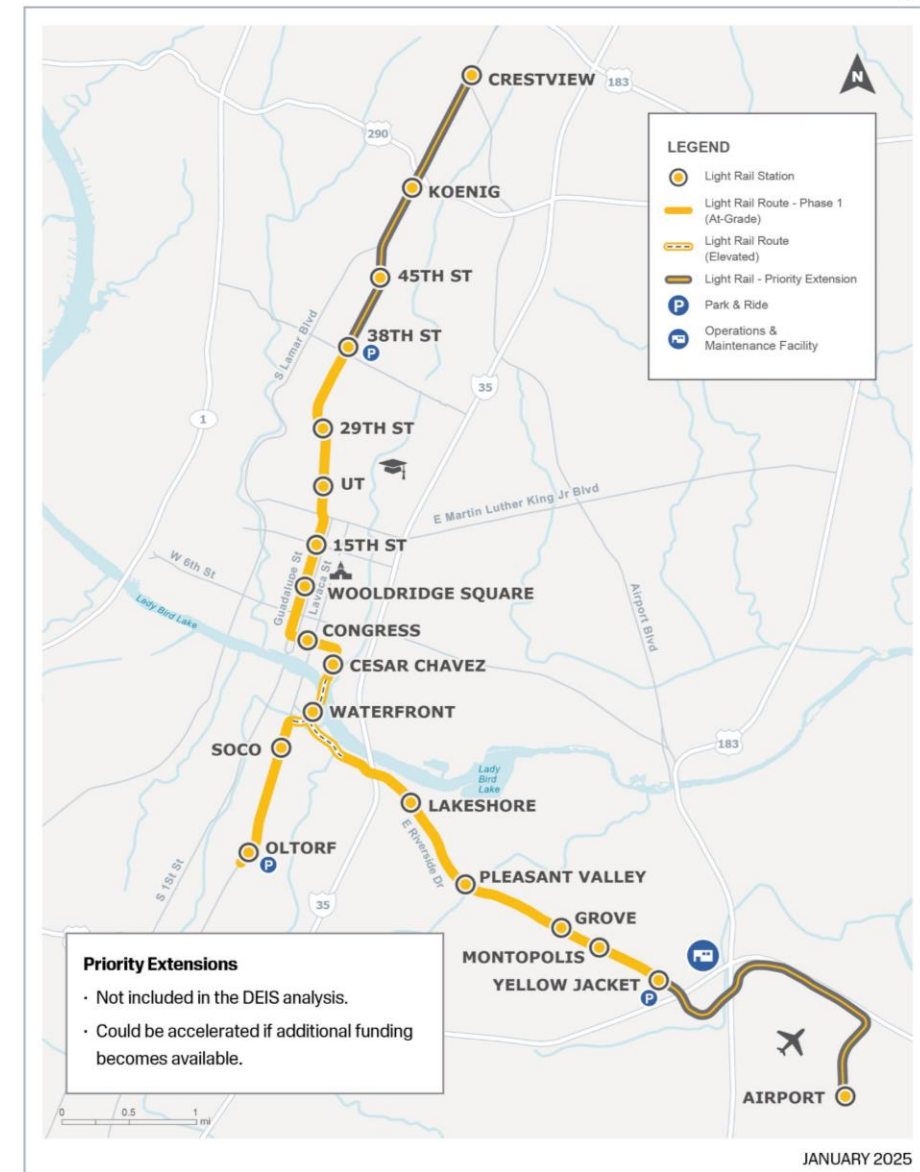
current jobs

200K+

future jobs

Austin Light Rail Phase 1 and Priority Extensions

A T P Austin Transit Partnership







Artist conceptual visualization

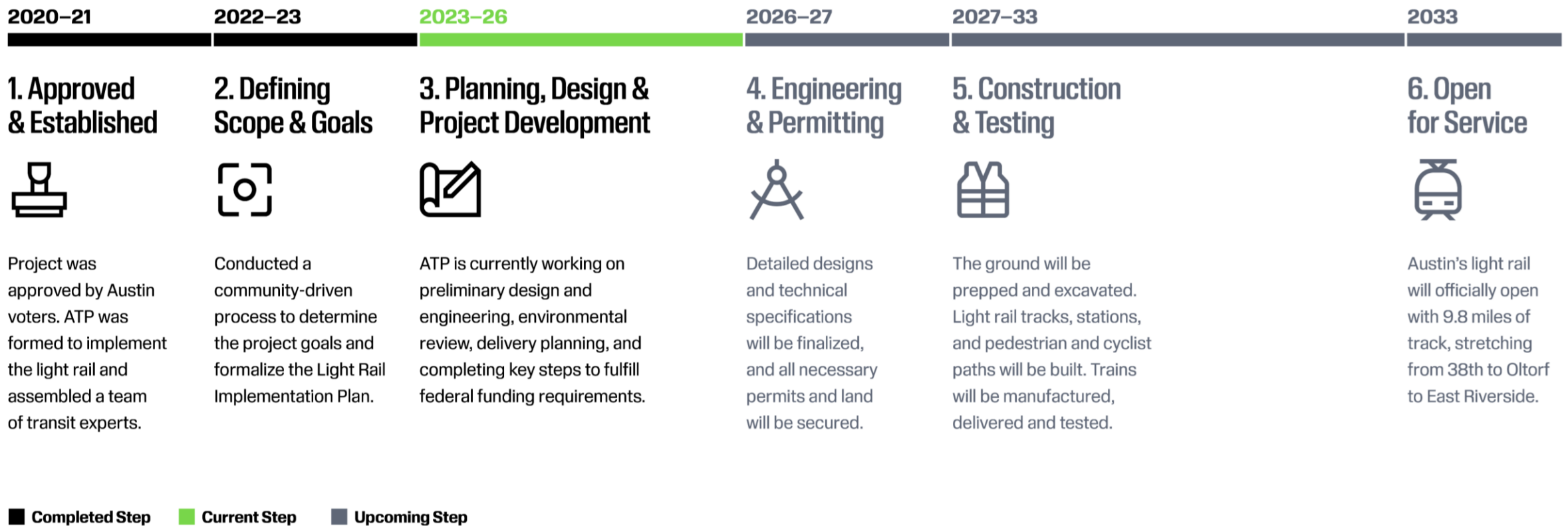


Artist conceptual visualization



Artist conceptual visualization

Proposed Light Rail Timeline





What's Next

All comments on the Draft Environmental Impact Statement that are received by March 11, 2025, will be responded to in the Final Environmental Impact Statement.

How can you comment?

Call Us | (512) 389-7590

Email Us | input@atptx.org

Send Mail | 203 Colorado St., Austin, TX 78701

Visit Our Virtual Open House

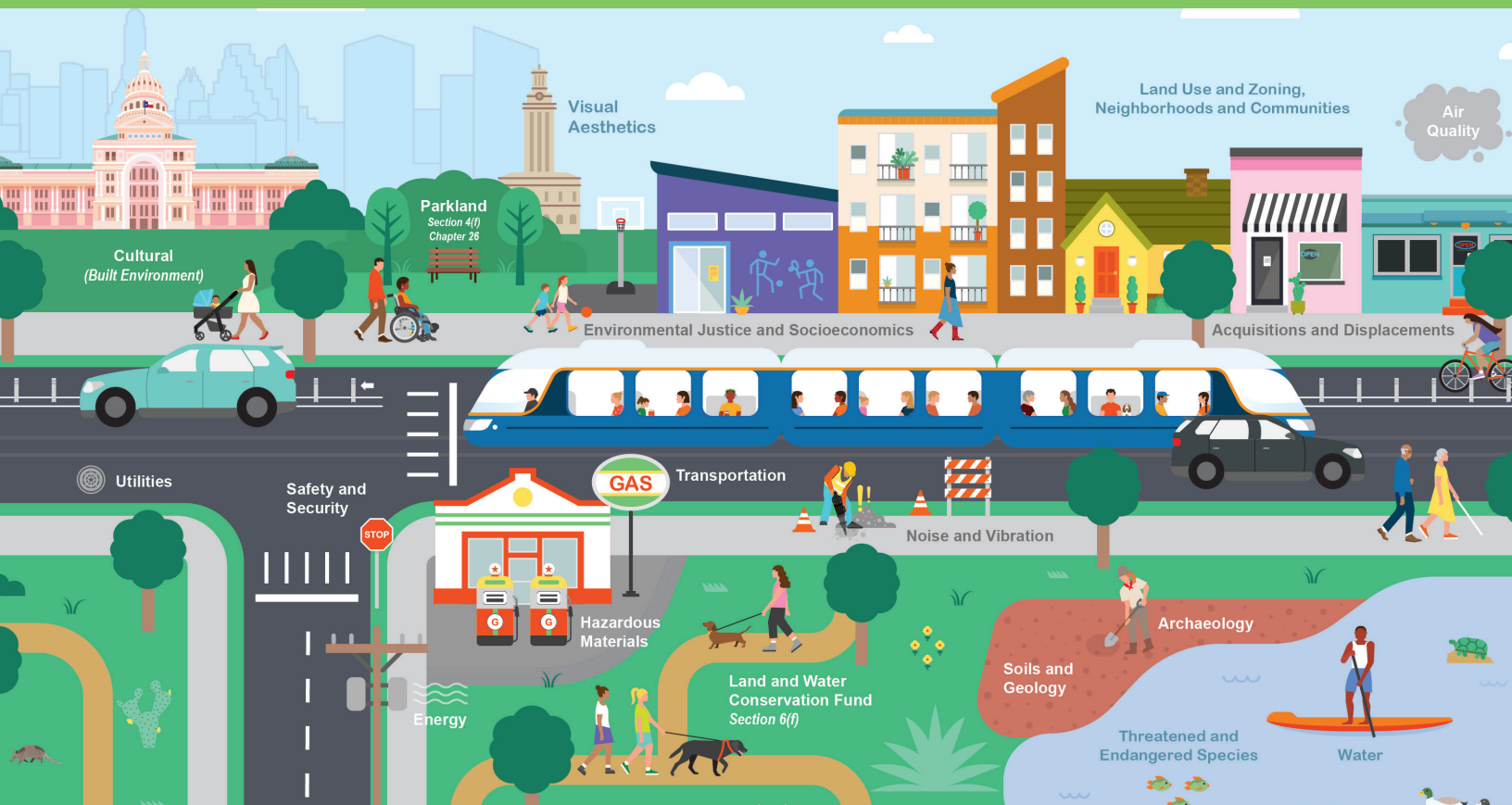


austinlightrail.org/austinlightrailinput

Ask for a presentation at input@atptx.org

Thank You.

Topics Studied in the Draft Environmental Impact Statement



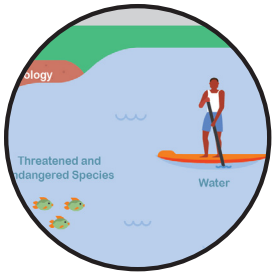
The Draft Environmental Impact Statement (or DEIS) provides a comprehensive analysis of Austin Light Rail in accordance with the National Environmental Policy Act and other applicable statutes. This handout contains summary information for key areas of interest that were identified during previous community input.



Scan to access the full
DEIS at atptx.org



Austin Transit
Partnership



Wildlife and Water Resources

What are the potential impacts on water and local wildlife?

STUDY OUTCOMES

- Current drainage patterns will be maintained and will bridge or culvert over water features to limit disturbance.
- No threatened or endangered species or habitat will be impacted by the Project.
- Less than 2% overall change to impervious coverage because the Project is largely within existing right-of-way.
- Lighting during construction and operations could affect the bat colony and the new light rail bridge across Lady Bird Lake is in the bat flight path.

KEY ATP PROPOSED MITIGATION MEASURES

- Manage lighting to avoid or minimize impacts on bats and birds during construction and operations.
- Ensure compliance with Clean Water Act by continuing coordination with the Army Corps of Engineers.
- Continuing bridge design will seek to reduce impacts to water quality, plants and animals.



Air Quality

How would the construction and operation of light rail affect air quality?

STUDY OUTCOMES

Reduced Vehicle Miles Traveled

Annually, over 20 million fewer vehicle miles will be traveled, as more people transition to the newly available transit options.

No Air Emissions During Operation

Light rail vehicles are electric.

Austin Prioritizes Clean Air

The Austin area complies with all federal air quality standards designed to protect public health.

During construction:

- Increase in dust from construction activities.
- Increase in emissions from machinery used during construction.
- Temporary emissions from cars due to traffic conditions.

KEY ATP PROPOSED MITIGATION MEASURES

ATP will require contractors to implement best management practices to minimize dust and emissions that might be caused by construction.



Trees

What will happen to trees along the light rail?

STUDY OUTCOMES

- A tree task force conducted an inventory of trees to determine the potential for preservation in the Project area.
- Three-tiered strategy will be applied to trees within the limits of construction, which includes:

245

Protected Trees

211

Heritage Trees

It is anticipated that most of these trees can be preserved.

KEY ATP PROPOSED MITIGATION MEASURES

- Continuing objective is to avoid tree removals or impacts through design.
- Removed trees would be replaced per City Tree Ordinance and in consultation with City Arborist.

**Preserving
Transplanting
Planting**

Three Tiered Strategy for Trees:

- Preserving all of the protected and heritage trees we can through the Project's design.
- Transplanting protected and heritage trees that must be removed when feasible.
- Planting more new trees than we remove along and near the alignment.



Transportation

How would the construction and operation of light rail affect transportation in the area?

STUDY OUTCOMES

- Improved travel times and reliability for transit users.
- Added bike and pedestrian pathways.
- Traffic analysis shows that many intersections are congested in the future regardless of whether light rail is built.
- Temporary delays and/or detours to traffic (cars and buses) during construction.

Areas along light rail where space is limited may result in:

- Street network traffic pattern changes.
- Bikeway relocations.
- Reduced on-street parking.
- Delay and congestion at certain intersections.

KEY ATP PROPOSED MITIGATION MEASURES

Coordination between ATP and the City is critical to:

- Manage traffic signals for safe and regulated integration of light rail vehicles with pedestrians, bikes and cars.
- Plan for the overall transportation network through efforts like Austin Core Transportation (ACT) Plan.

ATP will manage and proactively communicate temporary traffic changes during construction in partnership with other major projects.



Environmental Justice

How will the Project benefit and support all neighboring communities around the light rail?

Following the public comment period, FTA will make an Environmental Justice determination that considers the potential for disproportionate adverse impacts, offsetting benefits, and proposed mitigation.

STUDY OUTCOMES

Community Benefits

- New affordable and reliable transportation options that connect existing and planned affordable housing to jobs, healthcare, shopping, and cultural centers.
- Accessible stations and trains.
- Create new job opportunities and career pathways in the infrastructure industry.
- New and improved sidewalks and protected bike lanes associated with the Project.

Potential for Adverse Impacts on EJ Communities

- The indirect and cumulative effect of new development around the Project could accelerate gentrification trends.
- Acquisitions and displacements required for the Project would occur in EJ areas as defined by Executive Order 12898.

KEY ATP PROPOSED MITIGATION MEASURES

Plan for the equitable integration of light rail into Austin:

- Displacement Prevention Program administered by City.
- Business Assistance Program.
- Land Use Policies supporting affordable housing.



Socioeconomics

Are there local and regional economic opportunities and challenges?

STUDY OUTCOMES

During construction, an estimated:

+7,250 JOBS

from construction activities each year

\$589 MILLION

annually in labor income

Once light rail is in operation:

+1,150 JOBS

will be created each year in Travis County*

**New and permanent jobs in operations, supply chain, and consumer spending*

KEY ATP PROPOSED MITIGATION MEASURES

- ATP is working in regional partnerships to develop workforce development programs for local and regional residents to be trained and ready for job opportunities and career pathways resulting from the Project.



Property Acquisition

Will properties need to be acquired?

- Much of the Project is in the public right-of-way.
- Some properties or a portion of a property will need to be acquired for temporary and permanent use.
- The Draft EIS assesses property needs based on the design plans from May 2024.

Types of acquisitions/ easements along the corridor:

- **Full:** An entire parcel would be purchased.
- **Partial:** Only the portion of a parcel falling within the proposed Project right-of-way footprint would be acquired.
- **Temporary:** Includes temporary construction easements used for construction activities.

PREFERRED ALTERNATIVE STUDY OUTCOMES

567

**Total Parcels
along the corridor**

28

**Full
acquisitions**

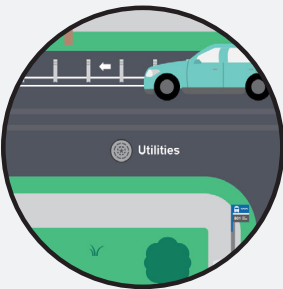
280

**Partial
acquisitions**

Less than 3% of the land adjacent to the light rail corridor would be needed, and most property impacts would be thin strips of land to expand sidewalks and streets.

KEY ATP PROPOSED MITIGATION MEASURES

- Work is ongoing to optimize design and reduce property impacts.
- Compensation including relocation assistance, moving costs, and other fees will be paid in accordance with the Uniform Act.



Temporary Construction Effects

Impacts during construction were identified as a concern during scoping. This analysis summarizes the key impact topics across all the resource areas that were studied.

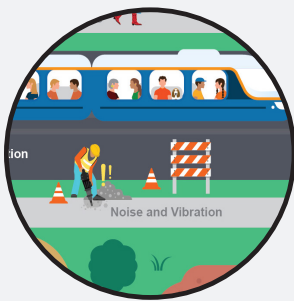
STUDY OUTCOMES

Primary impacts generated during construction include:

- Dust and light pollution.
- Vehicle Emissions.
- Noise and vibration.
- Detours to traffic, sidewalks, bike lanes, and trails.

KEY ATP PROPOSED MITIGATION MEASURES

- Proactive communication to regularly broadcast and maintain road, lane, and trail detours.
- Limit nighttime construction in residential areas.
- Follow best management practices in reducing dust and maintaining healthy floodplains.
- Follow all local, state, and federal environmental laws and permit conditions.
- Implement Business Assistance Program development in coordination with the affected communities to plan for and minimize impacts during construction.
- Construction Partnership Program.



Noise and Vibration

What will the light rail sound like and will you notice any movement if you are close by?

STUDY OUTCOMES

Light rail noise characteristics:

- Electric light rail is quiet, similar to electric cars.
- Vehicles in operation would be barely noticeable over existing conditions along most of the Project.

Noise will result from:

Warning Bells and Crossover Tracks*

**specific locations where trains can switch tracks*

Other sources of noise:

Operation and Maintenance Facility

- Noise and vibration impacts could occur where trains would enter and operate in the OMF.
- Most nearby residential areas would not experience additional noise or vibration given distance to facility and existing conditions.

KEY ATP PROPOSED MITIGATION MEASURES

Potential opportunities to further reduce noise and vibration impacts:

- Relocating crossover tracks to less sensitive areas.
- Minimizing wheel/rail interaction at crossovers.
- Installing noise barriers or sound insulation where appropriate.

During construction:

ATP or its contractors would prepare a Noise Control Plan to minimize temporary impacts during construction.



Historic Architectural and Archaeological Resources

This analysis was conducted in accordance with Section 106 of the National Historic Preservation Act (NHPA). An inventory of existing resources eligible for protection under NHPA was conducted, and others were considered for eligible status in coordination with the Texas Historical Commission.

STUDY OUTCOMES

No Impact on Historic Properties

None of the 220 eligible historic properties will be adversely impacted that are located along the Project.

No Significant Archaeological Resources Have Been Encountered

ATP has conducted archaeological surveys in accessible areas where buried artifacts may be present and to date, nothing has been found.

KEY ATP PROPOSED MITIGATION MEASURES

- ATP will continue to consult with local historians and architects to determine whether all historic properties have been identified, and whether current plans sufficiently avoid adverse impacts.
- Additional surveys will be conducted as design progresses. In addition, for areas with potential cultural resources, an archaeologist would monitor excavation activities during construction to identify and protect any artifacts that may be present.



Chapter 26, Section 4(f) & 6(f)

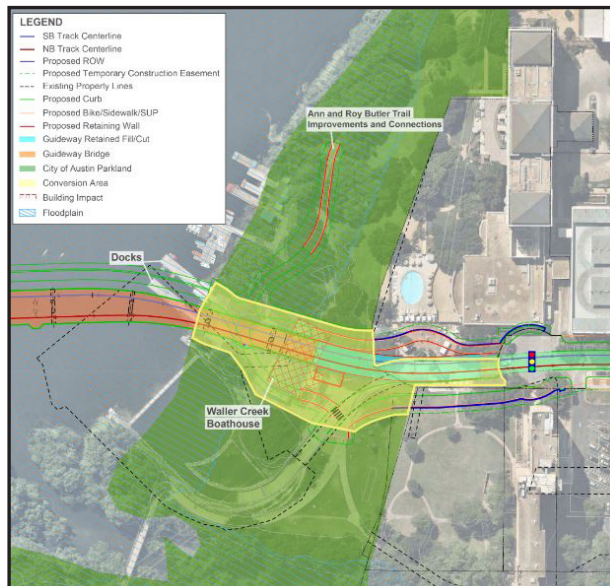
Impacts to Parks, Trails, Recreation and Historic Resources

Chapter 26 of the Texas Parks and Wildlife Code was established to protect public parks, recreational and scientific areas, wildlife refuges, and historic sites from being used or taken by the local or state public agencies for public projects. Section 4(f) of the U.S. Department of Transportation Act is a federal law that establishes special requirements when parkland and historic resources are proposed to be used by a transportation project. Section 6(f) of the Land and Water Conservation Act protects recreational lands purchased with Land and Water Conservation program funds.

STUDY OUTCOMES

- FTA has made preliminary Section 4(f) *de minimis* impact determinations for these types of uses. A *de minimis* impact is one where the partial use of a resource is needed but the use would not negatively affect the features, activities, or attributes of the property.
- Portions of parks and trails would be acquired or used for construction and operation of the Project.
- Partial acquisitions and easements would be needed to support underground utility relocations or new sidewalks that are part of the Project.
- ATP would acquire approximately one acre of Waller Beach for construction and maintenance of the new Lady Bird Lake Bridge. The trail would be restored after Project completion.

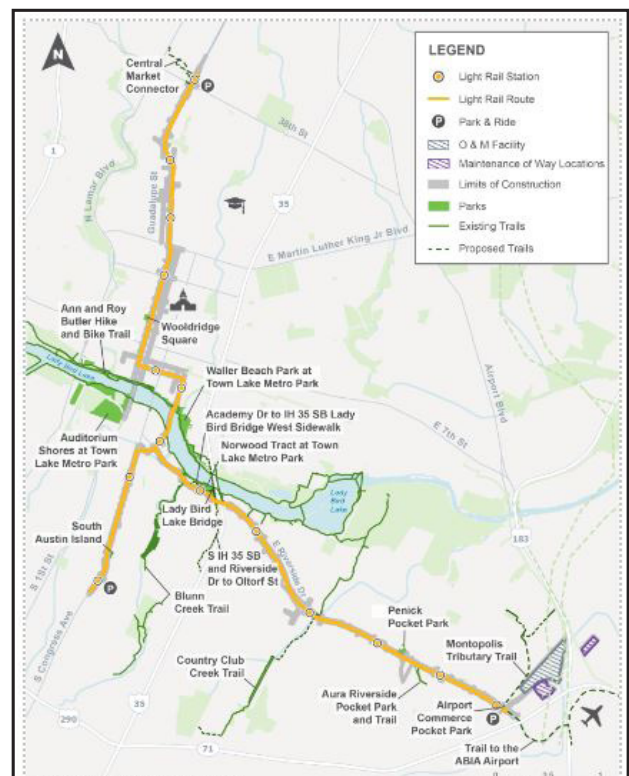
Project Design at Waller Beach



KEY ATP PROPOSED MITIGATION MEASURES

- Waller Beach is also protected under Section 6(f) of the Land and Water Conservation Act, which requires the development of replacement parkland of equivalent value and use for the conversion area shown in the drawing.
- Plans are underway to identify the replacement parkland and relocate the Waller Creek Boathouse.

Section 4(f) Parks and Trails Located within the Limits of Project Construction





Ready to comment? We're listening.

publicinput.com/austinlightrailopenhouse

Respond by March 11, 2025 to ensure that we can respond to your comment in the Final Environmental Impact Statement.

Provide Feedback and Stay Involved

Meeting Dates and Locations

JAN 16

Lively Middle School
201 E Mary St.

JAN 22

Baker Center
3908 Avenue B

JAN 25

Montopolis Rec Center
1200 Montopolis Dr.

JAN 28







UT Quadrangle Room
2308 Whitis Ave.

A public review and comment period for the DEIS will be conducted from January 10 through March 11, 2025. Comments received during this period will be addressed in the Final Environmental Impact Statement.



View the online public meeting information.

Proposed Light Rail Timeline

2020–21	2022–23	2023–26	2026–27	2027–33	2033
1. Approved & Established	2. Defining Scope & Goals	3. Planning, Design & Project Development	4. Engineering & Permitting	5. Construction & Testing	6. Open for Service
					
Project was approved by Austin voters. ATP was formed to implement the light rail and assembled a team of transit experts.	Conducted a community-driven process to determine the project goals and formalize the Light Rail Implementation Plan.	ATP is currently working on preliminary design and engineering, environmental review, delivery planning, and completing key steps to fulfill federal funding requirements.	Detailed designs and technical specifications will be finalized, and all necessary permits and land will be secured.	The ground will be prepped and excavated. Light rail tracks, stations, and pedestrian and cyclist paths will be built. Trains will be manufactured, delivered and tested.	Austin's light rail will officially open with 9.8 miles of track, stretching from 38th to Oltorf to East Riverside.
Completed Step	Current Step	Upcoming Step			



The Drag
The station at UT on a typical game day with a redesigned and pedestrian-centric Guadalupe Street.



Austin Light Rail Phase 1 is underway. This momentous transportation investment will offer an all-new transit experience, running reliably every 5 to 10 minutes to connect people to major job centers, education hubs, and iconic Austin destinations.

Key progress highlights

- Continuing the design
- Recommendations to:
- Add a new downtown station near Wooldridge Square.
 - Extend the bridge over Lady Bird Lake and elevate the Waterfront Station.
 - Refine station locations on East Riverside.
 - Advance a Greenway concept along East Riverside, featuring a continuous bike/pedestrian corridor and creating tree canopy and shade.

Hitting major milestones in the federal funding process

Including:

Release of the Draft Environmental Impact Statement (DEIS). The DEIS is a critical step towards federal grant funding.

Developing the contracting and delivery approach

Including:

Onboarding the Delivery Partner.



East Riverside
A new shaded walk and bike path along the line on East Riverside, designed to improve walkability.

Benefits of Light Rail

New Options to Get Places

The line will integrate with cars, buses, trains and other modes — giving people more choices when navigating between the core and the larger metro area.

Easy, Reliable & Frequent

Light rail will have its own dedicated railway, intuitive directions, and run every 5-10 minutes — making it highly dependable and easy to use.

Reduced Travel Times

The line will allow riders to zip through the heart of Austin without having to sit in traffic — significantly reducing travel times to key destinations.

Nature-forward Design

Shade trees, Texas plants, and new walk and bike paths will be integrated throughout the design of the line, creating more people-friendly spaces.

An Engine for Jobs

Light rail will create 10,000 jobs as a key part of city mobility improvements. It will also create access to 200K+ jobs when operational.

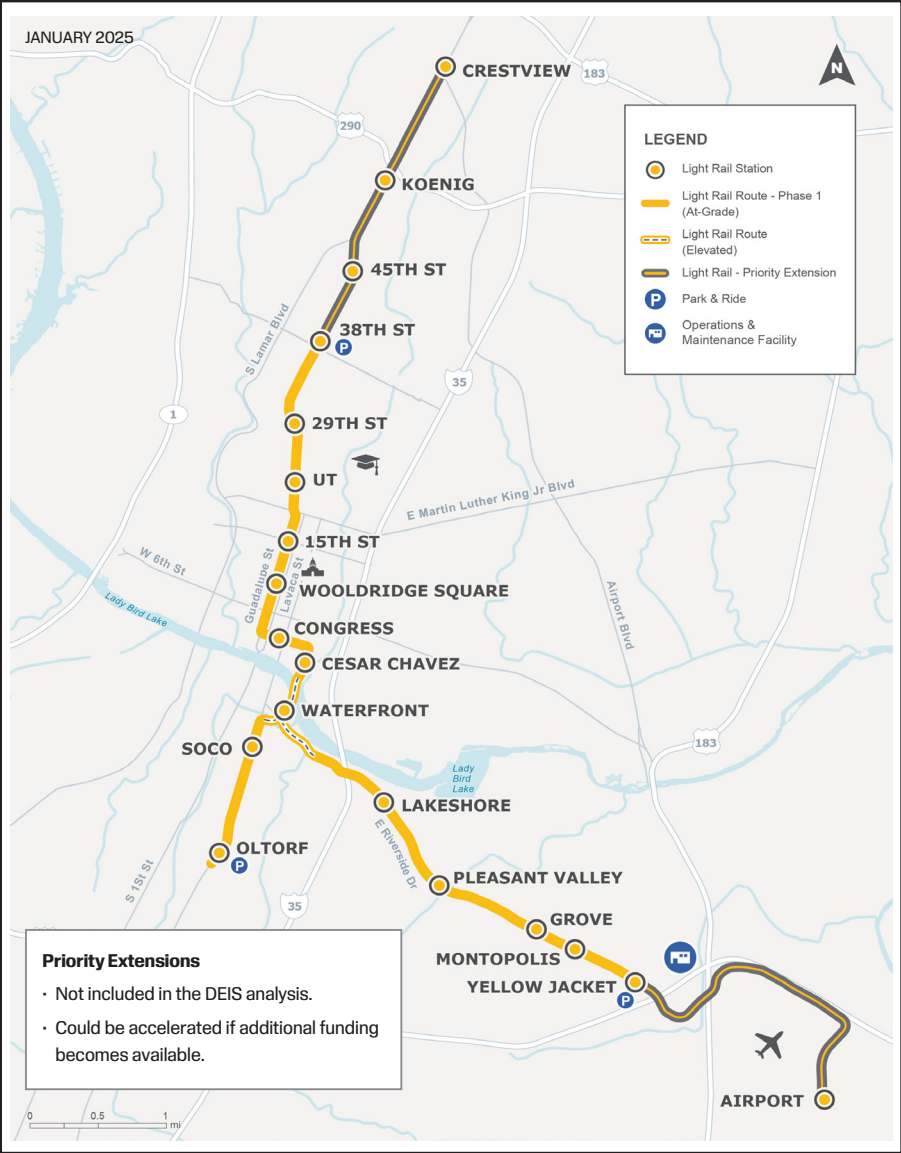
Keeps Austin Livable

The line will help keep our city accessible for working people by connecting to affordable housing and reducing commuting costs.

What is Light Rail?

Light rail is an expandable electric train system designed for metropolitan areas, serving as an integral part of the transit network by connecting people to essential destinations where they live, work and play.

Austin Light Rail Phase 1 and Priority Extensions



Light Rail on East Riverside
Aerial view near Pleasant Valley station, showing a new shaded walk and bike path and how the line extends from the city center to East Riverside.

Facts

15 STATIONS
connecting points north, south,
and east of downtown Austin

9.8 MILES
of light rail
transit

~ 28,000
average daily
weekday trips

Access to:
136,000 current jobs
200,000+ future jobs

What is the National Environmental Policy Act (NEPA)?

About
Enacted into law in 1970, NEPA is a federally mandated public planning process for projects involving federal funds or federal involvement.

Requirement
NEPA requires federal agencies to incorporate environmental considerations into their planning and decision making through a systematic and interdisciplinary approach.

Compliance with NEPA is required for Austin Light Rail because we are pursuing federal grant funding from the Federal Transit Administration (FTA).



The entire DEIS is available for review and comment at atptx.org.

Draft Environmental Impact Statement (DEIS)

The DEIS is required by NEPA, and evaluates the potential effects of constructing and operating light rail on Austin's natural, human, and social environment.

Benefits
Light rail will introduce a new, reliable, and frequent transportation mode that connects people to jobs and key destinations. By attracting new riders and reducing car trips, it will enhance air quality and improve transit service for existing passengers. The construction and operation of light rail will also generate a significant number of jobs, with ATP supporting the development of a local workforce to take advantage of these new career opportunities.

Adverse Impacts and Mitigation Plan
The DEIS identifies potential adverse impacts and outlines proposed mitigation measures to minimize these effects.



Key Areas of Interest (identified in previous community engagement)

Property Acquisitions
The project primarily utilizes public right-of-way. Less than 3% of the land adjacent to the light rail corridor would be needed, and the majority of property impacts would be thin strips of land to expand sidewalks and streets (i.e., partial rather than full acquisitions). ATP will adhere to the Uniform Act in all cases and continue refining the design to minimize property needs. Assistance will be provided for relocations that result from acquisitions.

Air Quality
Annually, over 20 million fewer vehicle miles will be traveled as more people take transit. Light rail is better for the environment because it is powered by electricity. Power supplied by Austin Energy for light rail will be carbon-free by 2035.

Traffic
Without light rail, many traffic intersections are expected to remain congested. The introduction of light rail will alleviate traffic at some locations, while other areas may see no improvement. ATP is committed to ongoing coordination with the City of Austin to ensure the overall transportation network functions effectively, including traffic signal management.

Construction
Construction may cause localized impacts such as dust, noise, and traffic detours. ATP will require contractors to manage these disruptions and will provide proactive communication to keep stakeholders informed of potential impacts. ATP will implement a Business Assistance Program to support businesses along the corridor.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1417

Agenda Date: 2/24/2025

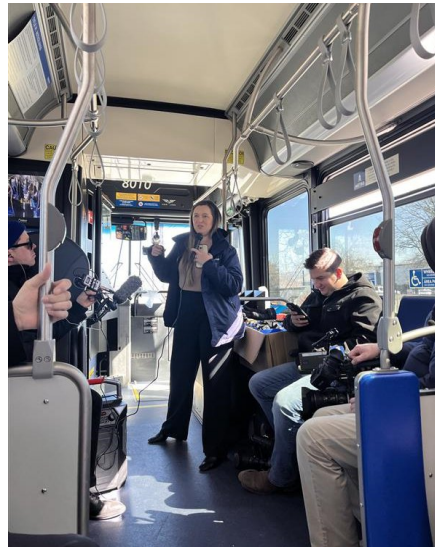
President and CEO Monthly Update - February 2025



President's Report

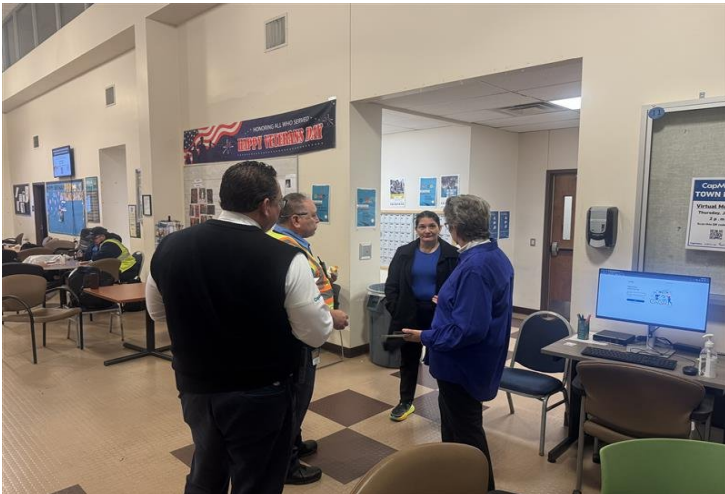
February 2025

CapMetro in the Community



Initial Rapid Launch

CapMetro



Frontline Townhalls

CapMetro



What's Being Said?

CapMetro in the News



Here's when CapMetro's new rapid bus lines debut this year



Austin's new CapMetro Rapid lines debut this weekend with buses every 20 minutes



CapMetro drives ahead with new fare payment system, app



CapMetro to retire its app to make way for Umo and Transit app upgrades



CapMetro transitions to Umo app for digital fare payments starting Feb. 13



South Austin's newest trail is under construction. Will the Trump administration help pay for it?



New CapMetro MetroRapid lines officially start service on Sunday



CapMetro launches two new rapid lines this weekend

CapMetro Customer Care



10,771 Calls

Call Volume Up ~ 11%

13,400 Total Contacts for January

What We're Hearing
from our Riders
this Month

- Driving call volume in January winter weather delay start
- January Service changes starting

CapMetro

Where Dottie Has Been



CapMetro

CapMetro

Thank You!

February 2025



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1420

Agenda Date: 2/24/2025

Memo: RAISE Grant Resolution Error (February 17, 2025)

To: CapMetro Board of Directors
From: Lee Simmons, Associate Counsel
Date: February 10, 2025
Re: City of Austin ILA for Multimodal Improvements

Dear Mr. Chair and Board Members,

The purpose of this memo is to alert you to a scrivener's error on the October 28, 2024, Board agenda and backup. During that meeting you approved Resolution AI-2024-1191, an interlocal agreement with the City of Austin for the design and construction of multimodal improvements along East Fifth Street. Due to a scrivener's error in the resolution, CapMetro's funding match was incorrectly referenced as \$14,184,000. The correct CapMetro funding match is \$13,284,000, which is accurately reflected in the interlocal agreement.

After conferring with Dottie, we believe this memo is sufficient for notifying you of the error, and no further action is required. Please let me know if you have any questions.

cc: Dottie Watkins
Brad Bowman



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1418

Agenda Date: 2/24/2025

Memo: Customer Fare System Transition Update (February 17, 2025)

To: CapMetro Board of Directors

From: Catherine Walker, EVP, Chief Financial & Risk Officer

Date: February 17, 2025

Re: Customer Payment System Transition Update

The purpose of this memo is to update the Board on the transition of our customer fare payment system as we move to the Umo platform. The CapMetro team remains on track to ensure a smooth transition for riders while maintaining system reliability.

- The **Umo App** went live on **February 13th**, allowing customers to begin transferring their digital accounts. Over **35,000 customers** were invited to join the new platform on launch day.
- As of **February 11th**, installation progress for onboard validators was at **60%**, and we remain on schedule to complete installations across **bus and rail by February 28th**.
- The **current CapMetro App will be sunset on March 5th**, with all customers encouraged to transition by **March 1st**.
- Sales of **31-day passes** in the CapMetro app and on the web ceased on **February 1st**. **7-day and 1-day passes** were removed from sale on **February 13th** to support the transition.
- **Tap-to-pay functionality** for credit and debit cards remains on track for **spring deployment**.
- Customers can begin **trading in their physical fare cards** at designated stops or at the Transit Store starting **Monday, February 17th**.
- Riders are encouraged to use their current account balances. Alternatively, riders can request their unused balances and passes be moved to the Umo system by filling out a request form, emailing farebalances@capmetro.org, visiting the transit store, or calling customer service.

We are actively communicating these changes to our riders and operators through digital media such as email, our website and social media, as well as in person via Town Halls, Road Shows and customer engagement at transit centers to ensure a seamless transition.

If Board Members have any questions regarding this update or the transition, please contact Ed Easton.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2025-1393

Agenda Date: 2/24/2025

Memo: Proposed June 2025 Service Changes (February XX, 2025)

To: CapMetro Board of Directors
From: Sharmila Mukherjee, EVP, Chief Strategic Planning and Development Officer
Date: February 6, 2025
Re: Proposed June 2025 Service Changes

Service changes provide CapMetro an opportunity to adjust its services to meet the needs of customers and efficiently use our resources. Service changes occur up to three times a year typically in January, June, and August to coincide with local school and university calendars. In the interim months between service change implementations, CapMetro continuously seeks and invites year-round feedback from the community.

The service change process is guided by the Board-approved [Service Standards and Guidelines](#). Additional information about how service changes are developed, evaluated, approved and ultimately implemented is available on our website at capmetro.org/service-change.

Summary of Proposed Changes & Process

The following is a high-level summary of the proposed minor service changes for June 2025. These changes are focused on minor adjustments to support day-to-day service. Future service changes could include more substantial service adjustments and various scenario options will be considered as part of our ongoing [Transit Plan 2035](#) process.

- **Summer Service Adjustments** – Typical transition to summer service levels will occur on UT Shuttle routes and select trips on local routes.
- **Minor Rail Schedule Adjustments** – Rail on weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.
- **Minor Bus Schedule and Stop Adjustments** – To improve on-time performance, reliability and better serve customers, select routes may receive minor adjustments to their schedules and/or stops. This does not impact route locations.

In addition to the proposed changes outlined above, CapMetro is closely coordinating with partner agencies and monitoring projects that may impact CapMetro services, including I-35 construction and significant renovations of the Austin Convention Center. Any impacts to the Red Line service due to construction of these projects and potential mitigation options may be added to a future service change.

The proposed changes would be in accordance with CapMetro's proposed FY 2025 budget. This service change includes minor adjustments proposed for the system.¹ Although a Title VI analysis is not

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.

required for this service change, understanding and balancing our customers' needs with our operational resources is how we conduct our service change process. Equity is consistently considered throughout this process to ensure we are meeting our community's needs. If approved, the changes would be implemented on Sunday, June 1, 2025.

Engagement

The proposed June 2025 Service Changes process includes a public involvement plan to notify key stakeholders and communities and solicit input from potentially impacted riders. Community engagement will kick off on February 24. Input will also be solicited from advisory committees, customers, school communities, operators, among others. As part of our commitment to public involvement, the community will have an additional opportunity to engage by providing a formal comment opportunity on the proposed service changes during a scheduled public hearing on March 12, 2025, before the board considers action on this item. Engagement efforts will be summarized, and community feedback will be reviewed prior to bringing the service change proposal to the board for approval on March 24, 2025. Once the proposed changes are finalized after board review, we will promote final decisions on service through communications and marketing materials.

Regional Coordination

Collaborating with regional partners and member cities is essential to achieving CapMetro's vision. Together, we address concerns, assess service effectiveness, and work toward shaping a prosperous transit landscape for our region. The proposed June 2025 Service Changes aim to improve day-to-day service throughout our system, ensuring the schedule is reliable for customers and reflects regional feedback and conditions. The CapMetro Government Affairs team, in close coordination with Planning and Development staff, continues to facilitate engagement opportunities and ongoing communication with all cities within CapMetro's service area. Staff recently engaged with our regional partners to discuss scheduling and service planning needs in the near term and the longer term through Transit Plan 2035. Recent initiatives, including the launch of Pickup Decker via Travis County's Transit Development Plan and the expansion of the Pickup Leander zone, have garnered predominantly positive responses from the community and our regional partners. Staff continues to engage with elected and city leadership in Lago Vista about potential future adjustments to service, to be informed by the analysis and outcomes of Lago Vista's Comprehensive Plan and CapMetro's Transit Plan 2035, in addition to joint community engagement efforts. We continue to work with each jurisdiction to understand their feedback, evaluate existing and future services, model any potential service adjustment scenarios, and address issues as part of the Service Changes and Transit Plan 2035 processes. Staff will also coordinate with the Regional Planning team on communicating proposed service changes and upcoming Transit Plan 2035 progress to help facilitate an exchange of information and understanding among our regional partners and address any concerns.

Transit Plan 2035

[Transit Plan 2035](#) is underway to evaluate the entire system and will yield an initial set of scenario options for which CapMetro will engage the community around, culminating in phased recommendations over the next 5-10 years. Following the Plan's adoption in late 2025, a series of service change proposals will follow; and during each service change process, CapMetro will complete public engagement and board approval of each change prior to implementation. An additional memo update on Transit Plan 2035 will be provided in February 2025.

Should Board Members have any questions regarding the proposed changes, they can contact Ed.Easton@capmetro.org.