

~ AGENDA ~
**AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS MEETING**

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~ Agenda ~

Wednesday, March 17, 2021

2:00 PM

Video Conference Meeting

I. Public Comment

II. Action Items

1. Approval of minutes from the February 24, 2021 Austin Transit Partnership board meeting.
2. Approval of the Committee Charter Statements for each of the following Technical Advisory Committees of the Austin Transit Partnership (“ATP”) Board of Directors: (i) the Engineering, Architecture and Construction Committee (“EAC”); (ii) the Planning, Sustainability, Equity & DBE Advisory Committee (“PSEC”); and (iii) the Finance and Risk Committee (“FAR”).
3. Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute a grant agreement with the City of Austin for the provision of \$300,000,000 of the Project Connect tax revenue over the next thirteen (13) years in accordance with the Project Connect Implementation Sequence Plan, as provided in the City’s “Contract with the Voters” under City Council Resolution No. 20200812-015.

III. Discussion Items

1. Monthly Community Engagement & Involvement Update
2. Monthly Project Connect Technical Update
3. Federal Grant Program Overview

IV. Executive Director Report

V. 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: *Veronica Castro de Barrera, Chair; Colette Pierce Burnette, Vice Chair; Steve Adler, Tony Elkins, Eric Stratton and Gina Fiandaca (ex officio).*

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
Board of Directors

MEETING DATE: 03/17/2021
(ID # 4802)

Approval of February 2021 Board Minutes

Approval of minutes from the February 24, 2021 Austin Transit Partnership board meeting.

AUSTIN TRANSIT PARTNERSHIP BOARD OF DIRECTORS MEETING

www.capmetrotx.iqm2.com

~ Minutes ~

Board Secretary Casey Burack
512-369-6040

Wednesday, February 24, 2021
3:00 PM

3:05 PM Meeting Called to Order
5:47 PM Meeting Adjourned

I. Public Comment

There was no Public Comment this month.

II. Discussion Items

1. Monthly Community Engagement Update

Manager of Community Involvement Jackie Nirenberg gave the update. Her team's focus this month has been on series of meetings on the NEPA process for both the Orange and Blue Lines, which kicks off begin the process of working with the community on the NEPA environmental assessments. There was a total of 752 participants for the Orange Line sessions, and 735 for the Blue Line ones. Those unable to attend can do an ongoing virtual self-guided "tour" with the same information and opportunity to provide feedback. Also held this month were virtual meetings for the first two MetroRapid lines - Expo and Pleasant Valley - with 353 participants. Community Involvement is also continuing to meet with neighborhood groups along the alignments and have also been engaging customers with some at-stop outreach. Upcoming engagement opportunities include virtual meetings for the Orange, Blue and MetroRapid Lines, as well as 3 new Pickup zones, which are expected to launch later in the spring. Total engagements have now surpassed 79,000 and counting.

Jackie also ran through a proposed timeline for the ATP advisory committees. The formation process for the Community Advisory Committee (CAC) has launched and the application is up on the ATP website. The deadline for applications was extended one week due to the winter storm and is now March 5th. The expectation is that committee members will be selected by March 31st, with a goal of holding the first committee meeting in late April. Jackie also laid out a timeline for the Technical Advisory Committees -- with appointments expected in May, and first committee meetings expected in June.

She then presented a proposed committee and workgroup structure for the CAC, the three proposed technical advisory committees: Engineering, Architecture, Construction (EAC); Finance (FAC); and Planning, Sustainability, Equity and DBE (PSEC), and five new ATP staff workgroups. Jackie then initiated a discussion on the setup and recruitment process for the three technical advisory committees. Jackie expects to bring the proposed charters for the committees back to the board next month. Board members provided feedback to Jackie on the process, charters, and application process.

2. Monthly Project Connect Program Update

Program Officer Dave Couch gave the update. Dave updated the board on the progress on the early engineering for the Blue and Orange Lines. Soil borings for both the tunnel and bridge have been completed on Lady Bird Lake, and surveys of both rights of way are

Attachment: 210224 ATP Board Meeting Minutes (4802 : Approval of February 2021 Board Minutes)

underway in coordination with the City of Austin for things like station locations and utilities. Work to gain access to properties along the alignment for both archeological and environmental engineering is now beginning. Dave updated the board on the NEPA process following the February community engagements mentioned in Jackie's presentations, and provided a progress update on current MetroRapid, Red Line, and Pickup service projects. Chair Castro de Barrera asked about the impacts of the engineering explorations on traffic and lane closures. Dave explained that while there will be some temporary lane closures, they will be short-lived and should have a minimal impact.

3. Organizational Development Presentation

CFO Greg Canally started the presentation by reviewing the approved Project Connect sequencing plan, and included an entry for Program Oversight and Management. Greg then reviewed some of the near-, mid-, and long-term tasks under that entry, focusing on the near-term items. Several of these items have already been completed, and several are now underway. He also presented some proposed future Insight and Information Sessions for the board, including possible case studies and site visits. He reminded the board of their unique role and charter as the oversight board for the Project Connect capital program.

Greg then introduced consultants from the Boston Consulting Group (BCG), who have been working with staff to help set the ATP organization in an effective manner. Natalie Butler and Rich Davey from BCG then walked the board through a presentation focused on standing up the ATP organization, including key considerations and progress and the board's role in those. Natalie laid out what they see as the key board activities and milestones through 2022, and then 2023 and beyond. She also benchmarked some of the financial and spending authority guidelines for boards and staff at peer organizations and reviewed a list of recommended site visits that the board might consider in the future. On the financial guidelines Board Member Elkins commented on the importance of getting a good balance between board reporting, signature authority, and procurement policies. Natalie also presented some BCG research on key organizational design considerations and structures.

III. Action Items

1. Approval of minutes from the January 20, 2021 Austin Transit Partnership board meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Colette Pierce Burnette, Vice Chair
SECONDER: Tony Elkins, Board Member
AYES: Castro de Barrera, Adler, Stratton
ABSENT: none

2. Approval of a resolution authorizing the Executive Director, or his designee, to enter into an interlocal agreement with certain local governments for the purpose of participating in cooperative procurement opportunities via the Texas Interlocal Purchasing Cooperative.

CFO Greg Canally brought this item forward. This agreement will allow ATP to participate and piggyback with other local entities in purchasing goods and entering into contracts for services that have already been through those entities' procurement processes.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eric Stratton, Board Member
SECONDER: Tony Elkins, Board Member
AYES: Castro de Barrera, Pierce Burnette, Adler
ABSENT: none

3. Approval of a resolution authorizing the Executive Director, or his designee, to execute contracts and agreements for amounts not to exceed \$250,000 per year per agreement, and requiring that the Executive Director, or his designee, report to the Board of Directors on a quarterly basis regarding any contract or agreement entered into during the previous quarter valued between \$150,000 and \$250,000.

CFO Greg Canally brought this item forward. Greg highlighted that this resolution is in line with similar agencies and with the BCG recommendations, and includes a quarterly reporting structure back to the board which is important from a transparency perspective. Board Member Elkins questioned whether quarterly reporting might be too infrequent and asked other board members for their thoughts. Vice Chair Pierce Burnette agreed that perhaps monthly reporting might be better for the time being. Executive Director Clarke said that monthly reporting would not present any problems. A brief discussion on which types of project - capital or professional services - might need to be covered under this authority. With consensus that monthly reporting was probably better, Chair Castro de Barrera called for a vote on the reporting change amendment. A motion to amend to monthly reporting was made by Vice Chair Pierce Burnette. Adler second. Approved 5-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eric Stratton, Board Member
SECONDER: Tony Elkins, Board Member
AYES: Castro de Barrera, Pierce Burnette, Adler
ABSENT: none

4. Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute an interlocal agreement with the City of Austin for the provision of certain dedicated technical support functions related to design, review and permitting for the implementation of the Project Connect System for the remainder of this fiscal year.

General Counsel Casey Burack brought this item forward. This agreement would stand up four positions at City of Austin for the remainder of the fiscal year that would be part of a technical team in support of ATP design, review, permitting and grant coordination. Assistant City Manager Fiandaca added further details on the team's makeup and priorities including the duties of each of the four staff members.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tony Elkins, Board Member
SECONDER: Steve Adler, Board Member
AYES: Castro de Barrera, Colette Pierce Burnette, Stratton
ABSENT: none

IV. Discussion Item

1. National Environmental Policy Act (NEPA) Overview

Project Connect Program Officer Dave Couch and AECOM's Julia Suprock gave the presentation, which was an overview of the National Environmental Policy Act (NEPA). Dave began by showing where the NEPA process fits into the Project Connect Sequencing Plan and walked the board through the milestones in the process that have taken place to date. Julia then went through the NEPA clearance process with the Federal Transit Administration (FTA) in more detail and defined the roles of the different participating entities at the local, state, and Federal levels. She explained that the NEPA process is very broad, and includes the physical and natural environment, the human environment, and the cultural environment. She also walked the board through the major steps prior to the completion of the NEPA clearance process.

V. Executive Director's Report

Executive Director Clarke began his monthly report by thanking Dave and Julia for their work on the NEPA process presentation and offering to meet with board members at any point in that process to further educate or dig deeper into any aspect of it. He also presented a proposed board update schedule, including topics that he and staff expect to be reporting back to the board monthly and quarterly and what he expects to cover in future Executive Director reports. He also reported on the growth of the ATP staff, including two new hires along with four positions seconded to ATP from Capital Metro. He ended the report by touching on several follow up items from last month's meeting, including potential meeting times when the current health crisis allows for in-person meetings again, and the sequencing and timing of the anti-displacement funding included in Proposition A.

VI. Adjournment

ADA Compliance

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BOARD OF DIRECTORS: Veronica Castro de Barrera, Chair; Colette Pierce Burnette, Vice Chair; Steve Adler, Tony Elkins, Eric Stratton and Gina Fiandaca (ex officio).

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
Board of Directors**

**MEETING DATE: 03/17/2021
(ID # 4803)
ATP TAC Charter Statements**

Approval of the Committee Charter Statements for each of the following Technical Advisory Committees of the Austin Transit Partnership (“ATP”) Board of Directors: (i) the Engineering, Architecture and Construction Committee (“EAC”); (ii) the Planning, Sustainability, Equity & DBE Advisory Committee (“PSEC”); and (iii) the Finance and Risk Committee (“FAR”).



Austin Transit Partnership Board of Directors Resolution

Meeting Date: 03/17/2021

ATP-2021-011

Adoption of Technical Advisory Committee Charters

SUBJECT: Approval of the Committee Charter Statements for each of the following Technical Advisory Committees of the Austin Transit Partnership (“ATP”) Board of Directors: (i) the Engineering, Architecture and Construction Committee (“EAC”); (ii) the Planning, Sustainability, Equity & DBE Advisory Committee (“PSEC”); and (iii) the Finance and Risk Committee (“FAR”).

FISCAL IMPACT: No Fiscal Impact.

BUSINESS CASE: Does not apply.

EXECUTIVE SUMMARY: The ATP Board of Directors has determined that certain technical advisory committees made up of community members related to the fields of (i) engineering and architecture, (ii) planning, sustainability, equity and DBE, and (iii) finance and risk should be established to help advise the ATP Board of Directors during the course of the implementation of the Project Connect Program. To that end, the ATP Board of Directors is adopting committee charters for the three advisory committees to help determine each committee’s purpose, composition, duties, staff and ATP Board of Directors liaisons, and other operating procedures.

RESPONSIBLE DEPARTMENT: All.

PROCUREMENT SUMMARY: Does not apply.

**RESOLUTION
OF THE
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS**

STATE OF TEXAS

Resolution ID: ATP-2021-011

COUNTY OF TRAVIS

Adoption of Technical Advisory Committee Charters

WHEREAS, the Austin Transit Partnership (“ATP”) Board of Directors (the “Board”) desires to establish three technical advisory committees to advise the Board with respect to the implementation of the Project Connect Program in the fields of (i) engineering and architecture, (ii) planning, sustainability, equity and DBE, and (iii) finance and risk; and

WHEREAS, the Board wishes to adopt Committee Charter Statements to define the roles and responsibilities of each of the three committees, which include: (i) the Engineering, Architecture and Construction Committee (“EAC”); (ii) the Planning, Sustainability, Equity & DBE Advisory Committee (“PSEC”); and (iii) the Finance and Risk Committee (“FAR”); and

NOW, THEREFORE, BE IT RESOLVED by the Board hereby adopts the attached Committee Charter Statements for each of the: (i) the Engineering, Architecture and Construction Committee (“EAC”); (ii) the Planning, Sustainability, Equity & DBE Advisory Committee (“PSEC”); and (iii) the Finance and Risk Committee (“FAR”).

Casey Burack
Secretary of the Board

Date: _____

Attachment: ATP Board Resolution - Technical Advisory Committee Charters - SS 03.08.21 (4803 : ATP TAC Charter Statements)





Engineering, Architecture, Construction Committee (EAC)

Draft Charter

Purpose

To advise the Austin Transit Partnership Board on matters related to technical engineering, architecture and construction issues.

Composition

The EAC will be composed of no less than five (5) and no more than (9) members.

Community Member applicants:

- Shall be residents of either the City of Austin or Capital Metro's service area
- Shall not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8
- Shall not be an employee of the City, Capital Metro, or ATP
- Shall not have a contract for real property, goods or services with the City, Capital Metro, or the Joint LGC, or be employed by such a contractor

Candidates will be selected based on professional and lived experience related to urban planning, design, architecture, engineering and construction.

Other considerations include geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints.

Terms of Service

Members of the Committee shall serve for a term of at least two (2) years. In the event of a vacancy or vacancies in the Committee, the remaining members may nominate an individual or individuals to be considered by the ATP Board.

Officers

The EAC will elect a Chair, Vice Chair and Secretary who will serve two (2) years in these roles and be responsible for the following:



- Chair – Shall lead meetings using parliamentary procedure
- Vice Chair – Shall lead meetings when Chair is unavailable
- Secretary – Shall take meeting minutes and distribute to members with staff assistance

Meetings

The EAC will meet once a month, with additional meetings to be scheduled as needed.

Duties

The EAC shall provide input to help inform decisions and actions of the ATP Board and staff regarding the processes associated with engineering, architecture and construction of the Project Connect program.

Board Liaison

- ATP Board Chair Veronica Castro de Barrera

Staff Liaisons

- Chief Program Officer Dave Couch
- Deputy Program Officer John Rhone

Staff Duties

Staff will develop agendas and programming for EAC meetings, follow up and report on action items and facilitate communications with committee members.

Austin Transit Partnership Engineering, Architecture & Construction Advisory Committee Application

Thank you for your interest in the Austin Transit Partnership Engineering, Architecture & Construction Advisory Committee. Please complete the following application to the best of your ability. The ATP Board will select 5-9 members to be appointed to the committee. The ATP Board or staff may contact you to request an interview prior to making their selection.

** please read the following information carefully **

Purpose of the Committee:

To advise the Austin Transit Partnership Board on matters related technical engineering, architecture and construction.

How Candidates will be Evaluated:

Candidates will be selected based on professional and lived experience related to these areas.

EAC Application Timeline:

- Deadline for application April 23, 2021
- Board Member Liaison to review applications April 26 – May 2, 2021
- Potential interviews May 3 –7, 2021
- Technical Committee recommendations finalized by May 7, 2021
- Board Member Liaison presents committee slate for ATP Board consideration on May 19, 2021

Note: In the event a public information request is submitted for the applications to either the City, Capital Metro or the Austin Transit Partnership, the application must be provided to the requestor. The only information that may be able to be redacted is personal email addresses.

Conflict of Interest and Lobbying

The ATP EAC members shall not have a contract for property, goods or services with the City, Capital Metro, or the Joint LGC (Austin Transit Partnership), or be employed by such a contractor. Advisory Committee members also shall not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8.

If any of these conditions apply to you, you will not be considered for the EAC and should not complete this application.

Please confirm that you do not have a conflict, are not a lobbyist as described above, and that, if appointed to the committee, you will identify any future conflicts of interest to the committee staff. Check one:

I DO NOT have a conflict as described above and am not a lobbyist required to register under City Code.

I DO have a conflict as described above or am a lobbyist required to register under City Code.

Basic Information

First Name: _____

Last Name: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Are you a resident of Austin or the Capital Metro Service Area?

Yes No

Note: The Capital Metro Service Area includes Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, and San Leanna, as well as portions of unincorporated Williamson and Travis Counties.

Email: _____

Phone: _____

Preferred language for communication: _____

Attachment: ATP Committee Charter_Drafts_03162021 (4803 : ATP TAC Charter Statements)

The purpose of this committee is to advise on technical engineering, design and construction issues.

Briefly describe why you're interested in serving on EAC and what professional and/or lived experience would be of value to the work of the committee.

Demographic Information

The Austin City Council and Capital Metro Board have made equity and community representation a priority for the Advisory Committees. The following demographic questions will help ensure this priority is met. On each question, you may select "I prefer not to answer" if you do not wish to provide an answer.

- Which of the following best represents your race/ethnicity? Choose all that apply:
 - American Indian and/or Alaska Native
 - Asian
 - Black and/or African American

Attachment: ATP Committee Charter_Drafts_03162021 (4803 : ATP TAC Charter Statements)

Hispanic and/or Latinx
 White
 Another race/ethnicity
 I prefer not to answer

- Do you identify as someone with a disability?

Yes
 No
 I prefer not to answer

- What is your age range?

Under 25 years old
 26-50 years old
 51 years and above
 I prefer not to answer

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

Yes
 No
 I prefer not to answer

- Are you currently a high-school, college, or university student? Circle one:

Yes
 No
 I prefer not to answer

- What is your annual household income? Circle one:

0-\$24,999
 \$25,000-\$49,999
 \$50,000-\$74,999
 \$75,000-\$99,999

\$100,000-\$149,000

\$150,000+

I prefer not to answer

Please list the top three ways you normally get around Austin, Please list your most-used first.

Options: Walk, bicycle, drive alone, carpool/vanpool, micromobility (i.e., scooter, bikeshare), Public Transportation, or Ridehail (i.e., Uber, Lyft, etc.)

1. _____

2. _____

3. _____



Finance and Risk Advisory Committee (FAR)

Draft Charter

Purpose

To advise the Austin Transit Partnership Board on financial matters and risk analysis.

Composition

The FAR will be composed of no more than five (5) members.

Community Member applicants:

- Shall be residents of either the City of Austin or Capital Metro's service area
- Shall not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8
- Shall not be an employee of the City, Capital Metro, or ATP
- Shall not have a contract for real property, goods or services with the City, Capital Metro, or the ATP, or be employed by such a contractor

Candidates will be selected based on professional and lived experience related to finance and/or risk analysis.

Terms of Service

Members of the Committee shall serve for a term of at least two (2) years. In the event of a vacancy or vacancies in the Committee, the remaining members may nominate an individual or individuals to be considered by the ATP Board.

Officers

The FAR will elect a Chair, Vice Chair and Secretary who will serve two (2) years in these roles and be responsible for the following:

- Chair – Shall lead meetings using parliamentary procedure
- Secretary – Shall take meeting minutes and distribute to members with staff assistance



Meetings

The FAR will meet once a month, with additional meetings to be scheduled as needed.

Duties

The FAR shall provide input to help inform decisions and actions of the ATP Board and staff regarding the processes associated with processes associated with finance and risk analysis.

Board Liaison

- ATP Board Member Tony Elkins

Staff Liaison

- ATP Chief Financial Officer Greg Canally

Staff Duties

Staff will develop meeting agendas and programming for FAR meetings, follow up and report on action items and facilitate communications with committee members.

Austin Transit Partnership Finance & Risk Advisory Committee Application

Thank you for your interest in the Austin Transit Partnership (ATP) Finance & Risk Advisory Committee (FAR). Please complete the following application to the best of your ability. The ATP Board will select 5 members to be appointed to the committee. The ATP Board or staff may contact you to request an interview prior to making their selection.

** please read the following information carefully **

Purpose of the Committee:

To advise the Austin Transit Partnership Board on matters related finance and risk analysis.

How Candidates will be Evaluated:

Candidates will be selected based on professional and lived experience related to these areas.

FAR Application Timeline:

- Deadline for application April 23, 2021
- Board Member Liaison to review applications April 26 – May 2, 2021
- Potential interviews May 3 –7, 2021
- Technical Committee recommendations finalized by May 7, 2021
- Board Member Liaison presents committee slate for ATP Board consideration on May 19, 2021

For more information about the scope and membership of the committee, visit ProjectConnect.com/Get-Involved

Note: In the event a public information request is submitted for the applications to either the City, Capital Metro or the Austin Transit Partnership, the application must be provided to the requestor. The only information that may be able to be redacted is personal email addresses.

Conflict of Interest and Lobbying

The FAR members shall not have a contract for property, goods or services with the City, Capital Metro, or the Joint LGC (Austin Transit Partnership), or be employed by such a contractor. Advisory Committee members also shall not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8.

If any of these conditions apply to you, you will not be considered for the FAR and should not complete this application.

Please confirm that you do not have a conflict, are not a lobbyist as described above, and that, if appointed to the committee, you will identify any future conflicts of interest to the committee staff. Check one:

I DO NOT have a conflict as described above and am not a lobbyist required to register under City Code.

I DO have a conflict as described above or am a lobbyist required to register under City Code.

Basic Information

First Name: _____

Last Name: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Are you a resident of Austin or the Capital Metro Service Area?

Yes No

Note: The Capital Metro Service Area includes Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, and San Leanna, as well as portions of unincorporated Williamson and Travis Counties.

Email: _____

Phone: _____

Preferred language for communication: _____

Attachment: ATP Committee Charter_Drafts_03162021 (4803 : ATP TAC Charter Statements)

The purpose of this committee is to advise on financial and risk analysis matters.

Briefly describe why you're interested in serving on FAR and what professional and/or lived experience would be of value to the work of the committee.

Demographic Information

The Austin City Council and Capital Metro Board have made equity and community representation a priority for the Advisory Committees. The following demographic questions will help ensure this priority is met. On each question, you may select "I prefer not to answer" if you do not wish to provide an answer.

- Which of the following best represents your race/ethnicity? Choose all that apply:
 - American Indian and/or Alaska Native
 - Asian
 - Black and/or African American
 - Hispanic and/or Latinx

Attachment: ATP Committee Charter_Drafts_03162021 (4803 : ATP TAC Charter Statements)

White
 Another race/ethnicity
 I prefer not to answer

- Do you identify as someone with a disability?

Yes
 No
 I prefer not to answer

- What is your age range?

Under 25 years old
 26-50 years old
 51 years and above
 I prefer not to answer

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

Yes
 No
 I prefer not to answer

- Are you currently a high-school, college, or university student? Circle one:

Yes
 No
 I prefer not to answer

- What is your annual household income? Circle one:

0-\$24,999
 \$25,000-\$49,999
 \$50,000-\$74,999
 \$75,000-\$99,999
 \$100,000-\$149,000

\$150,000+

I prefer not to answer

Please list the top three ways you normally get around Austin, Please list your most-used first.

Options: Walk, bicycle, drive alone, carpool/vanpool, micromobility (i.e., scooter, bikeshare), Public Transportation, or Ridehail (i.e., Uber, Lyft, etc.)

1. _____
2. _____
3. _____



Planning, Sustainability, Equity & DBE Advisory Committee (PSEC)

Draft Charter

Purpose

To advise the Austin Transit Partnership Board on matters related to community planning and sustainability, equity, involving Disadvantaged Business Enterprises and program equity. Focus on DBE and local business support programs, community planning and engagement, program equity, urban design, accessibility, and environmental programs.

Composition

The PSEC will be composed of no less than five (5) and no more than (9) members.

Community Member applicants:

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

Candidates will be selected based on professional and lived experience related to urban planning, design, architecture, engineering and construction.

Other considerations include geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints.

Terms of Service

Members of the Committee shall serve for a term of at least two (2) years. In the event of a vacancy or vacancies in the Committee, the remaining members may nominate an individual or individuals to be considered by the ATP Board.



Officers

The PSEC will elect a Chair, Vice Chair and Secretary who will serve two (2) years in these roles and be responsible for the following:

- Chair – Shall lead meetings using parliamentary procedures
- Vice Chair – Shall lead meetings when Chair is unavailable
- Secretary – Shall take meeting minutes and distribute to members with staff assistance

Meetings

The PSEC will meet once a month, with additional meetings to be scheduled as needed.

Duties

The PSEC shall provide input to help inform decisions and actions of the ATP Board and staff regarding on DBE & local business support programs, community planning & engagement, program equity, urban design, accessibility, and environmental programs.

Board Liaison

- ATP Board Vice Chair Dr. Colette Pierce Burnette

Staff Liaisons

- Chief Architect Peter Mullan
- Director of Community Engagement & Involvement Jackie Nirenberg

Staff Duties

Staff will develop agendas and programming for PSEC meetings, follow up and report on action items and facilitate communications with committee members.

Austin Transit Partnership Planning, Sustainability, Equity & DBE Advisory

Committee Application

Thank you for your interest in the Austin Transit Partnership (ATP) Planning, Sustainability, Equity & DBE Advisory Committee (PSEC). Please complete the following application to the best of your ability. The ATP Board will select 5-9 members to be appointed to the committee. The ATP Board or staff may contact you to request an interview prior to making their selection.

** please read the following information carefully **

Purpose of the Committee:

To advise the Austin Transit Partnership Board on matters related to Disadvantaged Business Enterprise (DBE) and local business support programs, community planning and engagement, program equity, urban design, accessibility, and environmental programs.

How Candidates will be Evaluated:

Candidates will be selected based on professional and lived experience related to these areas.

PSEC Application Timeline:

- Deadline for application April 23, 2021
- Board Member Liaison to review applications April 26 – May 2, 2021
- Potential interviews May 3 –7, 2021
- Technical Committee recommendations finalized by May 7, 2021
- Board Member Liaison presents committee slate for ATP Board consideration on May 19, 2021

Note: In the event a public information request is submitted for the applications to either the City, Capital Metro or the Austin Transit Partnership, the application must be provided to the requestor. The only information that may be able to be redacted is personal email addresses.

Conflict of Interest and Lobbying

The PSEC members shall not have a contract for property, goods or services with the City, Capital Metro, or the Joint LGC (Austin Transit Partnership), or be employed by such a contractor. Advisory Committee members also shall not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8.

If any of these conditions apply to you, you will not be considered for the PSEC and should not complete this application.

Please confirm that you do not have a conflict, are not a lobbyist as described above, and that, if appointed to the committee, you will identify any future conflicts of interest to the committee staff. Check one:

I DO NOT have a conflict as described above and am not a lobbyist required to register under City Code.

I DO have a conflict as described above or am a lobbyist required to register under City Code.

Basic Information

First Name: _____

Last Name: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Are you a resident of Austin or the Capital Metro Service Area?

Yes No

Note: The Capital Metro Service Area includes Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, and San Leanna, as well as portions of unincorporated Williamson and Travis Counties.

Email: _____

Phone: _____

Preferred language for communication: _____

Attachment: ATP Committee Charter_Drafts_03162021 (4803 : ATP TAC Charter Statements)

The purpose of this committee is to advise on matters related to Disadvantaged Business Enterprise (DBE) and local business support programs, community planning and engagement, program equity, urban design, accessibility, and environmental programs.

Briefly describe why you're interested in serving on PSEC and what professional and/or lived experience would be of value to the work of the committee.

Multiple horizontal lines for text entry.

Demographic Information

The Austin City Council and Capital Metro Board have made equity and community representation a priority for the PSEC. The following demographic questions will help ensure this priority is met. On each question, you may select "I prefer not to answer" if you do not wish to provide an answer.

- Which of the following best represents your race/ethnicity? Choose all that apply:

American Indian and/or Alaska Native

Asian

Black and/or African American

Hispanic and/or Latinx

White

Another race/ethnicity

I prefer not to answer

- Do you identify as someone with a disability?

Yes

No

I prefer not to answer

- What is your age range?

Under 25 years old

26-50 years old

51 years and above

I prefer not to answer

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

Yes

No

I prefer not to answer

- Are you currently a high-school, college, or university student? Circle one:

Yes

No

I prefer not to answer

- What is your annual household income? Circle one:

0-\$24,999

- \$25,000-\$49,999
- \$50,000-\$74,999
- \$75,000-\$99,999
- \$100,000-\$149,000
- \$150,000+
- I prefer not to answer

Please list the top three ways you normally get around Austin, Please list your most-used first.

Options: Walk, bicycle, drive alone, carpool/vanpool, micromobility (i.e., scooter, bikeshare), Public Transportation, or Ridehail (i.e., Uber, Lyft, etc.)

1. _____
2. _____
3. _____

Anti-Displacement Grant Agreement with COA

Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute a grant agreement with the City of Austin for the provision of \$300,000,000 of the Project Connect tax revenue over the next thirteen (13) years in accordance with the Project Connect Implementation Sequence Plan, as provided in the City's "Contract with the Voters" under City Council Resolution No. 20200812-015.



Austin Transit Partnership Board of Directors Resolution

Meeting Date: 03/17/2021

ATP-2021-012

Grant Agreement to Provide the City with Anti-Displacement Fundin

SUBJECT: Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute a grant agreement with the City of Austin for the provision of \$300,000,000 of the Project Connect tax revenue over the next thirteen (13) years in accordance with the Project Connect Implementation Sequence Plan, as provided in the City’s “Contract with the Voters” under City Council Resolution No. 20200812-015.

FISCAL IMPACT: Funding for this item is available in the approved FY2021 Budget.

BUSINESS CASE: Not applicable.

EXECUTIVE SUMMARY: On November 3, 2020, Austin voters approved a ballot measure to dedicate funding to ATP for the implementation of Project Connect. Pursuant to Resolution No. 20200812-015, which the City of Austin adopted on August 13, 2020, known as the “Contract with the Voters”, Austin Transit Partnership (“ATP”) is to provide a total of \$300,000,000 of the Project Connect tax revenue raised as a result of the November election (the “Anti-Displacement Funding”) to the City of Austin in accordance with the Project Connect Implementation Sequencing Plan. The Contract with the Voters provides that the City must utilize the Anti-Displacement Funding to (1) acquire real property for transit supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, and (2) financing tools and other anti-displacement strategies related to the implementation of Project Connect (as described in more detail in the Contract with the Voters).

This grant agreement, which describes the process and timing for ATP’s transfer of Anti-Displacement Funding to the City, requires the parties determine and approve the annual allocation of Anti-Displacement Funding on a reimbursement basis based on the City’s actual expenditures. The agreement further provides that the parties will endeavor to comply with FTA requirements and will amend the agreement as necessary to do so. Further, ATP must approve any property acquisition that is directly adjacent to the Project Connect alignment and may request that ATP acquire certain property with Anti-Displacement Funding on the City’s behalf.

The City must provide an annual progress report and ATP has audit rights with respect to the use of or reimbursement requests related to the Anti-Displacement Funding.

RESPONSIBLE DEPARTMENT: Finance.

PROCUREMENT SUMMARY: Does not apply.

**RESOLUTION
OF THE
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS**

STATE OF TEXAS

Resolution ID: ATP-2021-012

COUNTY OF TRAVIS

Grant Agreement to Provide the City with Anti-Displacement Funding

WHEREAS, the Austin Transit Partnership (“ATP”) Board of Directors (the “Board”) recognizes that on August 13, 2020, the City of Austin adopted Resolution No. 20200812-015, known as the “Contract with the Voters”, which requires ATP to transfer \$300,000,000 of the Project Connect tax revenue (the “Anti-Displacement Funding”) to the City of Austin in accordance with the Project Connect Implementation Sequencing Plan; and

WHEREAS, the Board desires to move forward at this time to identify certain roles and responsibilities for the City of Austin and ATP in order to provide the City of Austin with the Anti-Displacement Funding over the course of the Project Connect Program (and in accordance with the terms and conditions of the Contract with the Voters) in this Grant Agreement between the City of Austin and ATP; and

NOW, THEREFORE, BE IT RESOLVED by the Board that the Executive Director, or his designee, is authorized to finalize and execute the Grant Agreement with the City of Austin to provide the Anti-Displacement Funding to the City of Austin in accordance with the Project Connect Implementation Sequencing Plan.

Date: _____

Casey Burack
Secretary of the Board



INTERLOCAL GRANT AGREEMENT BETWEEN

THE CITY OF AUSTIN

AND

AUSTIN TRANSIT PARTNERSHIP

RELATED TO PROJECT CONNECT ANTI-DISPLACEMENT PROGRAM

EXPENDITURES

This interlocal grant agreement (“**Grant Agreement**”), dated and effective upon the date the Grant Agreement is signed by both Parties, is entered into by and between the Austin Transit Partnership (“**Grantor**” or “**ATP**”), a joint local government corporation under Chapter 431 of the Texas Transportation Code, and the City of Austin (“**Grantee**” or “**the City**”), a home-rule municipality incorporated by the State of Texas, each a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the City Council adopted Resolution No. 20200423-038, expressing its support of an equitable transit system to benefit the whole community, and calling for data-driven policies and funding to “prevent transportation investment-related displacement and ensure people of different incomes can benefit from transportation investments;” and

WHEREAS, on November 3, 2020, voters approved a ballot measure to dedicate funding to ATP for the implementation of Project Connect, a high-capacity transit system and investment in transit-supportive anti-displacement strategies; and

WHEREAS, pursuant to the Resolution No. 20200812-015, known as the City’s “Contract with the Voters,” ATP is to provide a total of \$300,000,000 of the Project Connect Tax Revenue (“**Project Connect Anti-Displacement Funding**”) in accordance with the Implementation Sequence Plan (attached as Exhibit A) to the City through a grant agreement; and

WHEREAS, the City subsequently requested that ATP accelerate distribution of the first \$100,000,000 of the Project Connect Anti-Displacement Funding during the first three years of the Implementation Sequence Plan; and

WHEREAS, the “Contract with the Voters” provides that the City must utilize the \$300,000,000 to (1) acquire real property for transit supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, or (2) financing tools and other anti-displacement strategies related to the implementation of Project Connect (“**Project Connect Anti-Displacement Programs**”); and

WHEREAS, the “Contract with the Voters” and Resolution No. 20210204-062 require the City to develop a “community-informed partnership and process” for the use of these funds; and

WHEREAS, the “Contract with the Voters” provides that the Neighborhood Housing and Community Development, with assistance from other departments such as the Equity Office and Sustainability Office, shall develop proposals based on the community-informed process for approval by City Council; and

WHEREAS, Resolution No. 20200903-044 expresses the intent of City Council to work with impacted neighborhoods in the creation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement; and

WHEREAS, the City and the Capital Metropolitan Transportation Authority entered into an interlocal agreement, which provides for the creation of a Community Advisory Committee to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement; and

WHEREAS, the City has developed, implemented and administered anti-displacement programs of a similar nature and has the staff, expertise, and corporate experience to execute the Project Connect Anti-Displacement Programs in furtherance of the Project Connect System Plan as ATP focuses on other aspects of Project Connect; and

WHEREAS, in order to meet the schedule laid out in the Implementation Sequence Plan, ATP and the City desire to enter into this Grant Agreement; and

WHEREAS, the City and ATP have authority to enter this interlocal grant agreement through the Texas Constitution, Article 3, Section 64, Texas Transportation Code Chapter 431 ("The Texas Transportation Corporation Act)," and Texas Government Code Chapter 791 ("The Interlocal Cooperation Act);"

NOW, THEREFORE, the Parties agree as follows:

GRANT AGREEMENT

1. Purpose. The purpose of the Grant Agreement is to provide funding for the City to administer and implement the Project Connect Anti-Displacement Programs as described in the Contract with the Voters. This program support’s the “Economic Opportunity and Affordability,” “Mobility,” and “Government that Works for All” objectives in the City’s Strategic Directions 2023. This Grant Agreement is entered pursuant to the Texas Constitution, Article 3, Section 64; Texas Transportation Code Chapter 431 ("The Texas Transportation Corporation Act);" and Texas Government Code Chapter 791 ("The Interlocal Cooperation Act)."

2. Term of Agreement. The Grant Agreement shall be in effect for each fiscal year (October 1st to September 30th) beginning with the execution of the Grant Agreement and

until ATP has transferred the amount of \$300,000,000 (the “**Anti-Displacement Funding**”) to the City in accordance with the Implementation Sequence Plan, or the Grant Agreement is terminated.

3. Designation of Key Personnel. The City’s Housing and Planning Department (“**HPD**”) shall serve as the City Manager’s designee for purposes of this Grant Agreement. HPD has the technical and community capacity to perform the responsibilities of this Grant Agreement. HPD shall engage other City departments and personnel as needed to ensure success in the implementation of selected strategies. The ATP Chief Financial Officer/Chief Development Officer or their designee shall serve as ATP’s designee for purposes of this Grant Agreement.

4. Responsibilities of the Parties.

(a) Annual Budget. For each fiscal year during the term of the Grant Agreement, the City and ATP Chief Financial Officers, along with the City Director of HPD shall, during the annual budget process, meet, negotiate and approve in good faith the amount of the annual funding allocation in accordance with the Implementation Sequence Plan to implement and administer the Project Connect Anti-Displacement Programs. The planned schedule of annual funding allocations is listed in Exhibit B. The annual funding allocation must be included as part of the annual proposed budget for each Party, which must also be approved by the City Council of the City of Austin and the Board of Directors of the ATP. The Parties acknowledge and agree that the Parties shall endeavor to commence the annual budget process prior to the commencement of the fiscal year.

(b) Reimbursement of Funds. ATP will provide grant reimbursement to the City based on actual expenditures, which can include costs of staff time to implement the Project Connect Anti-displacement Programs in a manner consistent with the Contract with the Voters. The parties will work to create “Grant Reimbursement Procedures,” which will be adopted prior the first request for reimbursement and amended thereafter as necessary, to include the necessary forms and documentation to process grant reimbursement requests. All grant reimbursements shall be paid only out of ATP’s current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

(c) Federal Grant Opportunities for Real Property Acquisition. The Parties acknowledge and agree that the Contract with the Voters provides that any real property acquired with the Anti-Displacement Funding should, where possible, comply with Federal Transit Agency (“**FTA**”) requirements, and the City will endeavor to comply with such requirements, including to amend this Grant Agreement as ATP deems necessary.

(d) Real Property Acquisition Technical Approval. If HPD identifies any real property acquisition that is directly adjacent to the alignment of any light-rail, bus, or commuter rail investments, prior to initiating the acquisition, HPD shall first notify ATP of such potential acquisition and must receive approval prior to initiating such acquisition from the ATP Chief Program Officer to ensure there are no design or engineering conflicts. ATP shall review any such approval requests in a timely manner.

(e) Real Property Acquisition Assistance. HPD may, to the extent ATP determines such acquisition is compliant with FTA and the Project Connect technical requirements, request that ATP acquire a real property interest on behalf of HPD with the Anti-Displacement Funding. ATP shall be under no obligation to acquire such property on behalf of the City.

5. Responsibilities of the City. HPD, as the City Manager’s designee, shall complete the tasks as directed by City Council in Resolution Nos. 20200812-015, 20200903-044, and 20210204-062. Additional policy direction from City Council, as long as it is consistent with the Contract with Voters, can be accomplished outside of this Grant Agreement, and will not require amendment(s) to this Grant Agreement.

6. Termination. This Grant Agreement may be terminated in its entirety in accordance with any of the following:

(a) by either Party, in the event ATP fails to appropriate funds in any budget year in this Grant Agreement in an amount sufficient to meet ATP’s obligations hereunder, upon the first date such funding is not met pursuant to this Grant Agreement;

(b) by either Party, upon ninety (90) days’ written notice to the other Party;
or

(c) by City, immediately upon written notice to ATP should ATP fail to make any payment by the forty-fifth (45th) day following City’s provision of the relevant invoice or reimbursement documentation to ATP.

(d) ATP shall pay City for all costs incurred and services rendered prior to termination of the Grant Agreement.

7. Reporting. HPD shall provide an annual progress report on expenditures and outcomes of the use of the funds.

8. Audit Rights. ATP shall have the right, at its cost and expense, to have the books and records of the City related to the Grant Agreement (a) reviewed by ATP from time to time during the Term, and/or (ii) audited by a nationally or regionally recognized independent certified public accountant, under appropriate confidentiality provisions, for the purpose of verifying the accuracy of all fees and cost calculations under this Grant Agreement; provided, that any such audit shall be conducted no more than once per budget year (a “budget year” being defined as October 1 through September 30) and shall be conducted, in each case, upon at least thirty (30) days’ advance written notice; provided further, that no review or audit shall be conducted outside of normal business hours or in a manner that interferes unreasonably with the City’s business. The results of any such audit by the independent certified public accountant shall be reduced to writing and delivered to each Party. Any underpayment or overbilling determined by ATP pursuant to the review referenced in clause (i) above shall, upon the agreement of the City (or if there is a dispute, then upon resolution of such dispute pursuant to Section 21), promptly be paid by ATP or refunded by the City, as applicable. Any underpayment or overbilling determined by independent certified public accounting firm pursuant to the audit referenced in clause (ii)

above shall, upon the agreement of ATP and the City (or if there is a dispute, then upon resolution of such dispute pursuant to Section 21), promptly be paid by ATP or refunded by the City, as applicable. Parties shall retain all records created or maintained under this Agreement for a period of three years after final payment on this Agreement or until all audit and litigation matters that the Parties have brought to the attention of the other Party are resolved, whichever is longer.

9. Proprietary Materials. If a Party, any of its affiliates or its third-party service providers furnishes or makes available to the other Party (each, a “Disclosing Party”) any Proprietary Materials (as defined below) pursuant to this Grant Agreement, the Disclosing Party shall retain exclusive ownership therein. As used herein, “Proprietary Materials” means all information, data and knowledge marked proprietary and furnished or made available by any Disclosing Party to the other Party as part of the Services, or used in the performance of Services hereunder, and copies thereof, including software, documentation, techniques, tools, templates, processes, procedures, discoveries, inventions and technical data.

10. Confidentiality.

(a) Confidentiality. Except as otherwise permitted herein or as otherwise provided by law, each Party shall, and shall cause its affiliates and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to, keep all information marked confidential regarding the business, affairs or plans (“Confidential Information”) of the Disclosing Party provided pursuant to this Grant Agreement strictly confidential. Notwithstanding the foregoing, this Section 10(a) shall not apply to Confidential Information which (1) becomes generally available to the public other than as a result of a disclosure by the Party that received such information or its representatives (“Recipient”), (2) was made available to the Recipient on a non-confidential basis prior to its disclosure to such Person pursuant to this Grant Agreement, (3) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party who did not acquire the Confidential Information from the Disclosing Party or (4) is required to be disclosed by legal process, a court decision, a government agency, or an administrative order; *provided* that the Recipient timely informs the Disclosing Party so that the Disclosing Party may to seek a protective order, confidential treatment or other remedy, if possible.

(b) No Rights to Confidential Information. Each Party acknowledges and agrees that it will not acquire any right, title or interest in or to any Confidential Information of the Disclosing Party hereto by reason of this Grant Agreement or the provision or receipt of Services hereunder.

(c) Safeguards. Each Party agrees to establish and maintain administrative, physical and technical safeguards, data security procedures and other protections against the destruction, loss, unauthorized access or alteration of the Disclosing Party’s Confidential Information that are no less rigorous than those otherwise maintained for its own Confidential Information but in no event using less than reasonable care.

(d) Texas Public Information Act. Notwithstanding any terms and conditions in this Grant Agreement to the contrary, this Grant Agreement and related documents are subject to the “Texas Public Information Act,” Texas Gov’t Code, Chapter 552. The City and ATP are subject to the Texas Public Information Act and must release information required to be released under the Texas Public Information Act and regulations promulgated thereunder.

11. Headings. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Grant Agreement.

12. Amendment and Waiver. This Grant Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party, including in the case of ATP the approval of the ATP Board of Directors. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Grant Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Notwithstanding the foregoing, any Exhibit to this Grant Agreement, any budget or any SOW may be updated, supplemented or amended, without the approval of the Austin City Council and Board of Directors of ATP, upon the written approval of their respective Chief Financial Officers so long as such update, supplement or amendment is not projected to increase the overall fees from ATP to the City for the then-current budget; updates, supplements or amendments that are projected to increase the overall fees from ATP to the City for the then current budget will require approval of the Austin City Council and Board of Directors of ATP.

13. Notices.

(a) Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Grant Agreement by one Party to another must be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

(b) City of Austin Address. The address of City of Austin for all purposes under this Grant Agreement and for all notices:

Rosie Truelove (or her successor)
Director, Housing & Planning

Street-Jones Building
 1000 E. 11th St., Suite 200
 Austin, TX 78702
 Ed Van Eenoo (or his successor)
 Chief Financial Officer
 301 W. 2nd Street
 Austin, Texas 78701

With additional copy to:

Anne L. Morgan (or her successor)
 City Attorney
 301 W. 2nd Street
 Austin, Texas 78701

- (c) ATP Address. The address of the ATP for all purposes under this Grant Agreement and for all notices:

Greg Canally (or his successor)
 Chief Financial Officer
 700 Lavaca
 Suite 1400
 Austin, Texas 78701

With additional copy to:

Casey Burack (or her successor)
 General Counsel
 700 Lavaca
 Suite 1400
 Austin, TX 78701

- (d) Change of Address. Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party's authorized representative, must be reported to the other Parties within twenty (20) days of the change.

14. Successors and Assigns. Neither this Grant Agreement nor any of the rights or obligations of the Parties hereunder may be assigned by any Party without the prior written consent of the other Parties. Any attempted assignment or delegation in contravention hereof shall be null and void. Subject to the foregoing, this Grant Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

15. No Third Party Beneficiary Rights. This Grant Agreement is not intended to and shall not be construed to give any Person or entity other than the Parties signatory hereto (and successors and assigns permitted under Section 14) any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

16. Force Majeure. ATP will not be financially liable to the City and City shall not be liable for delays or failures to perform under the Grant Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting unforeseeable and impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Grant Agreement. The affected Party shall notify the other Party within five (5) business days of the occurrence of the force majeure event or delay, whichever occurs later, or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

17. No Right of Set-Off. Notwithstanding any other provisions of this Grant Agreement or any other agreement among the Parties, any payment to be made by any Party under this Grant Agreement will be made free of any set-off and will be promptly remitted to the Party entitled to receive payment hereunder. However, notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

18. Expenses. Except as otherwise expressly provided herein, the Parties shall bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants and independent accountants) incurred in connection with the preparation and execution of this Grant Agreement and consummation of the transactions contemplated hereby, unless otherwise expressly agreed in writing.

19. Counterparts. This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Grant Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Grant Agreement.

20. Governing Law and Venue. This Grant Agreement is governed by the laws of the State of Texas and all obligations under this Grant Agreement are performable in Travis County, Texas. Any suits relating to this Grant Agreement will be filed in a district court or federal court in Travis County, Texas.

21. Dispute Resolution/Mediation. Disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above with copies to the Chief Financial Officers of each of the City and ATP. If satisfactory resolution cannot be achieved between the Chief Financial Officers within a reasonable time, and should mediation be acceptable to all Parties in resolving a

dispute arising under this Grant Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Tex. Civ. Prac. and Rem. Code, Section 154.023. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Tex. Civ. Prac. and Rem. Code, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

22. Notice of Claim. Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising out of the activities conducted pursuant to this Grant Agreement, the Party will give written notice to the other Party of such claim, demand, suit or other action. Said notice will include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.

23. Severability. If in any jurisdiction any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

24. Entire Agreement. This Grant Agreement and the Exhibits hereto, together with the any SOW, shall constitute the entire understanding and agreement among the Parties to it in relation to the subject matter of this Grant Agreement and shall together supersede all previous agreements among the Parties in relation to the same subject matter.

25. Legal Authority. The person or persons signing this Grant Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Grant Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Grant Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Grant Agreement and to perform the services that Party has obligated itself to perform under this Grant Agreement.

Exhibits:

- I. Exhibit A – Contract with Voters and Sequencing Plan
- II. Exhibit B - Planned Annual Allotment of \$300 Million in Anti-Displacement Funds

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed and effective as of the date first set forth above.

CITY OF AUSTIN

By: _____
Name:
Title:
Date:

Approved as to form:

Brandon W. Carr, Assistant City Attorney

AUSTIN TRANSIT PARTNERSHIP

By: _____
Name:
Title:
Date:

Approved as to form:

Casey Burack, General Counsel

Attachment: Anti-Displacement Grant Agreement - ATP and COA 3-10-21 FINAL (4804 : Anti-Displacement Grant Agreement with COA)

Exhibit A

[INSERT CONTRACT WITH VOTERS AND SEQUENCING PLAN]

Exhibit B
 Planned Annual Allotment of \$300 Million in Anti-Displacement Funds

Implementation Sequencing Plan	FY	Amount
Years 1-3 \$100 million	FY 2020-21	\$23 million
	FY 2021-22	\$42 million
	FY 2022-23	\$35 million
Years 4-13 \$200 million	FY 2023-24	\$20 million
	FY 2024-25	\$20 million
	FY 2025-26	\$20 million
	FY 2026-27	\$20 million
	FY 2027-28	\$20 million
	FY 2028-29	\$20 million
	FY 2029-30	\$20 million
	FY 2030-31	\$20 million
	FY 2031-32	\$20 million
	FY 2032 -33	\$20 million

Attachment: Anti-Displacement Grant Agreement - ATP and COA 3-10-21 FINAL (4804 : Anti-Displacement Grant Agreement with COA)

TITLE: March Combined Presentation

AUSTIN TRANSIT PARTNERSHIP

Board of Directors Meeting
March 17, 2021



AGENDA

- **CALL TO ORDER & PUBLIC COMMENT**
- **MONTHLY PROGRAM UPDATES**
 1. MONTHLY COMMUNITY ENGAGEMENT AND INVOLVEMENT UPDATE
 2. MONTHLY PROJECT CONNECT TECHNICAL UPDATE
- **ACTION ITEMS**
 1. APPROVAL OF MINUTES FROM FEBRUARY 24, 2021 MEETING
 2. APPROVAL OF ATP TECHNICAL ADVISORY COMMITTEE CHARTERS
 3. APPROVAL OF ATP-CITY OF AUSTIN ANTI-DISPLACEMENT FUNDING AGREEMENT
- **DISCUSSION ITEMS**
 1. FEDERAL GRANT PROGRAM OVERVIEW
- **EXECUTIVE DIRECTOR'S REPORT**

PUBLIC COMMENT



MONTHLY PROGRAM UPDATE: COMMUNITY ENGAGEMENT AND INVOLVEMENT UPDATE

Jackie Nirenberg
Director, Community Engagement and Involvement
Austin Transit Partnership



Community Engagement Update

- **NEPA Public Scoping meetings for Orange and Blue Lines**
 - Live Virtual Community Meetings - January 25-29 (Spanish and English) – **COMPLETE**
 - 752 participants for **Orange Line**, 735 for **Blue Line**
 - Self-Guided Meetings - January 25 to March 12 (Spanish and English) – **COMPLETE**
 - 428 unique visitors for **Orange Line**, 517 for **Blue Line**
- **Engagement on Expo, Pleasant Valley MetroRapid Lines**
 - Live Virtual Community Meetings – February 2-4 (Spanish and English) – **COMPLETE**
 - 353 participants for **MetroRapid**
 - Self-Guided Meetings – February 2 to March 19 (Spanish and English) – **OPEN**
 - 300 unique visitors for **MetroRapid**
 - Outreach to neighborhood groups and one week at-stop engagement push
- **Upcoming Engagement Opportunities**
 - Orange & Blue Lines Virtual Community Meeting – April 26



Orange Line Scoping Meetings

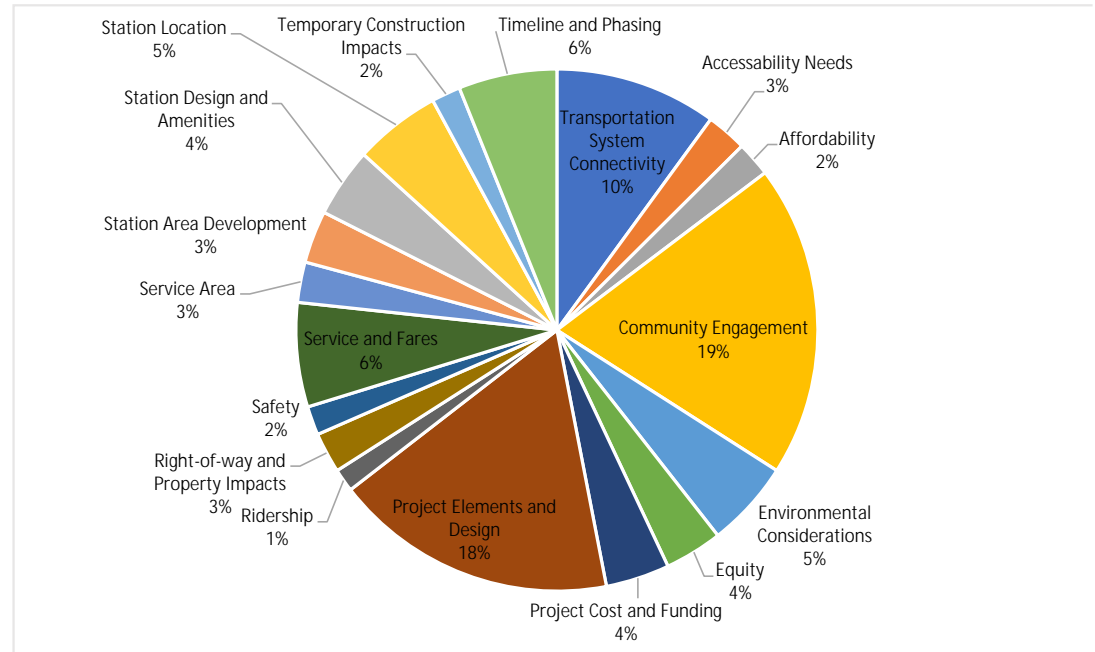
• Live Virtual Public Scoping Meetings

- **Participation:** 752
- **Comments & Questions:** 180
 - Jan. 25
 - Jan. 26 (en español)
 - Jan. 27
 - Jan. 29

• Self-Guided Public Scoping Meeting

- **Open:** January 25 to March 12
- **Participation:** 428 unique visitors
- **Survey Responses:** 62
 - Feedback provided will assist with environmental analysis

* Self-Guided participation is as of March 4, 2021



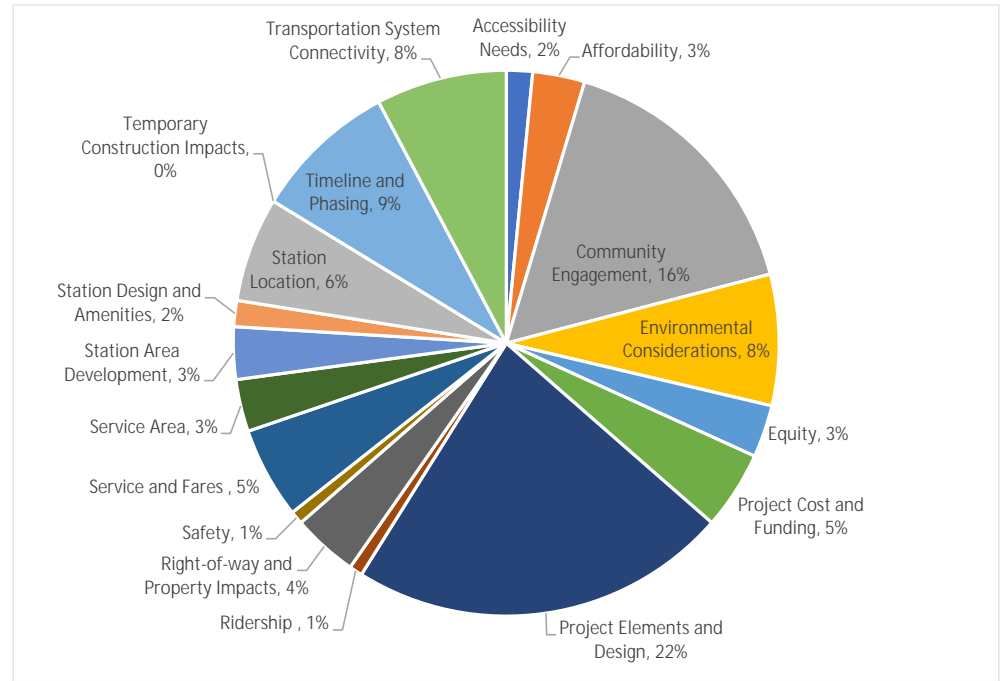
* Themes of comments received as part of the Live and Self-Guided Virtual Scoping Meetings through February 25, 2021

Overall Participation: 1,180 (VOH unique visits, Zoom & Facebook Live)

Blue Line Scoping Meetings

- **Live Virtual Public Scoping Meetings**
 - **Participation:** 735
 - **Comments & Questions:** 84
 - Jan. 26
 - Jan. 27 (en español)
 - Jan. 28
 - Jan. 29
- **Self-Guided Public Scoping Meeting**
 - **Open:** January 25 to March 12
 - **Participation:** 517 unique visitors
 - **Survey Responses:** 63
 - Feedback provided will assist with environmental analysis

* Self-Guided participation is as of March 4, 2021



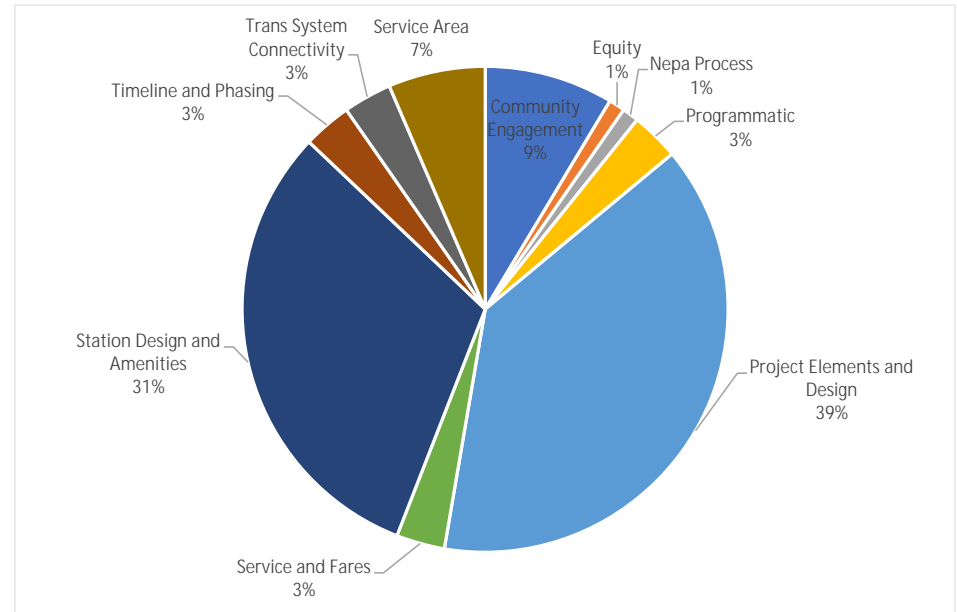
* Themes of comments received as part of the Live and Self-Guided Virtual Scoping Meetings through February 25, 2021

Overall Participation: 1,252 (VOH unique visits, Zoom & Facebook Live)

Pleasant Valley & Expo MetroRapid Public Meetings

- **Live Virtual Public Meetings**
 - **Participation:** 353
 - **Comments & Questions:** 73
 - Feb. 2
 - Feb. 3
 - Feb. 4 (en español)
- **Self-Guided Public Meeting**
 - **Open:** February 2 to March 19
 - **Survey Responses:** 68
 - **Participation:** 300 unique visitors
 - Feedback will guide design for all Project Connect MetroRapid Stations

* Self-Guided participation is as of March 4, 2021



* Themes of comments received as part of the Live and Self-Guided Virtual Public Meetings through February 25, 2021

Overall Participation: 653 (VOH unique visits, Zoom & Facebook Live)

MONTHLY PROGRAM UPDATE: PROJECT CONNECT TECHNICAL UPDATE

Dave Couch
Chief Program Officer
Austin Transit Partnership

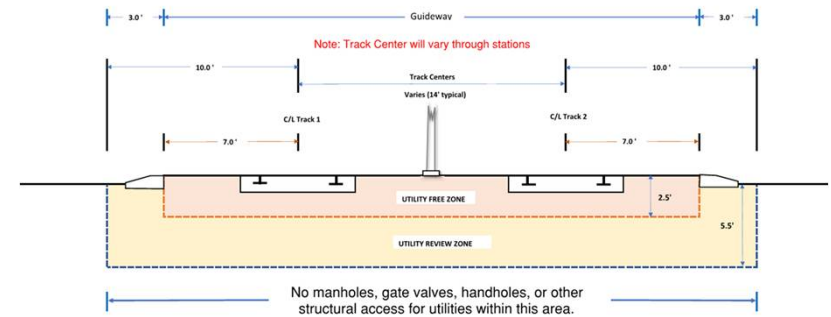


PROGRAM UPDATES: Blue & Orange Line Field & Engineering Activities

- Right of Way survey wrapping up on both lines
- Utility survey work continues
- Initial track geometry under development
- Coordination with City on guideway, roadway, bike/ ped facilities and planned development ongoing



Perpendicular Crossing to Guideway



PROGRAM UPDATES:

Blue & Orange NEPA Scoping Progress

- Held Agency Scoping Meetings and forwarded materials for review
- Compiling Public and Agency Scoping comments for the Scoping Report
- Developed Historic Resources Research Design Report for review and approval by the Texas Historical Commission
- Preparing to begin archeological and environmental investigation
- Continue to prepare for Historic Resources field work
- Continue to develop various Resource Technical Reports

PROGRAM UPDATES:

Red Line, MetroRapid & Pick-Up Service

Red Line

- Schedule Optimization work is ongoing
- Developing outreach information/timeline for McKalla station
- Outreach for McKalla Station targeted for later this year (Aug), with a web page to launch early April
- Conceptual design options for McKalla is underway
- Broadmoor track design to address operational flexibilities nearly complete
- Lakeline-to-Leander 100% design is complete. Procurement for the next phase is being developed
- Double-tracking in 100% final review with construction procurement starting in near term

Metro Rapid

- Continued to work on the 30% design
- Coordinated station locations and ongoing City projects in the corridor
- Coordinated cultural resources with THC
- Completed Draft Categorical Exclusion
- Progressed FTA Small Start Readiness Documents
- Held Risk Workshop for Expo and Pleasant Valley

Neighborhood Circulators

- Pickup Service Guidelines in final stages of development
- Public outreach plan under development for the next 3 Pickup zones that are scheduled for summer release
- New Pickup category within Capital Metro performance dashboard schedule for summer

ACTION ITEM 1:

Approval of minutes from the February 24, 2021 ATP Board of Directors meeting.

ACTION ITEM 2:

Approval of the Committee Charter Statements for each of the following Technical Advisory Committees of the Austin Transit Partnership (“ATP”) Board of Directors: the Engineering, Architecture and Construction Committee (“EAC”); the Planning, Sustainability, Equity & DBE Advisory Committee (“PSEC”); and the Finance and Risk Committee (“FAR”).

Overview of ATP Board Advisory Committees

Community
Advisory
Committee



**Community
Advisory
Committee (CAC)**



ATP Technical
Advisory
Committees



**Engineering,
Architecture, &
Construction (EAC)
Advisory Committee**



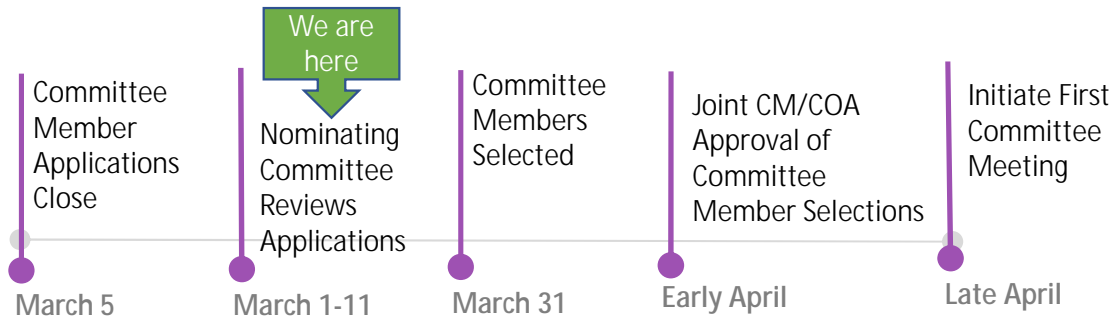
**Finance and
Risk (FAR)
Advisory
Committee**



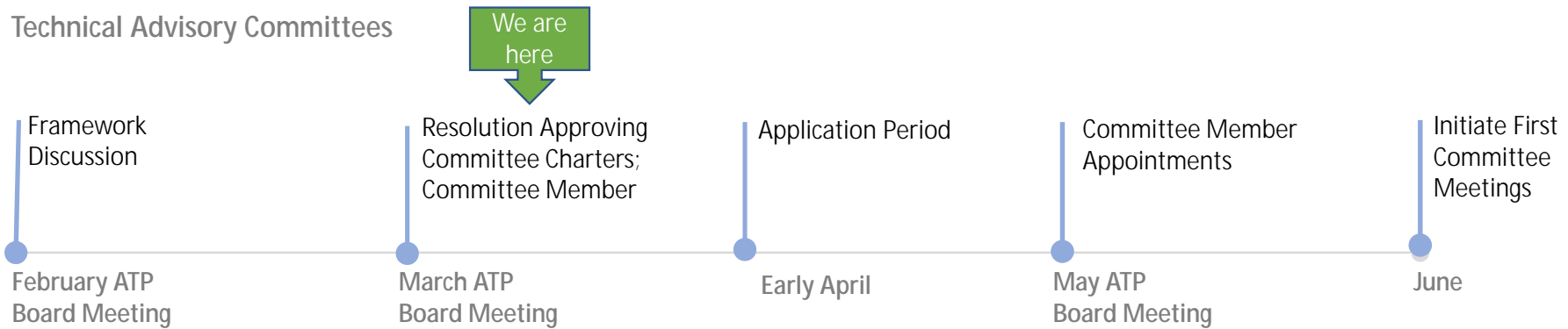
**Planning,
Sustainability,
Equity and DBE
Advisory Committee
(PSEC)**

Proposed Project Connect Committee Timeline

Community Advisory Committee (process already approved via joint CMTA/COA resolution)



Technical Advisory Committees



Committee Charter Considerations

- Purpose
- Composition
- Term limits
- Meeting cadence
- Duties
- Leadership
- Liaisons
- Conflict of Interest and Lobbying provisions



Engineering, Architecture & Construction (EAC) Charter Components

PURPOSE	To advise the Board on matters related to technical engineering, architecture and construction issues.	
REPORTS TO	ATP Board of Directors	MEETS Monthly
STAFFED BY	Chief Program Officer (Dave Couch), Deputy Program Officer (John Rhone), Chief Architect (Peter Mullan)	
MEMBER COMPOSITION	5 – 9 members with technical interest	BOARD LIASON Chair Castro de Barrera
DUTIES	Input on matters and processes related to technical engineering, architecture and construction	
SELECTION	Board Member appointment via board applicant pool	
MEMBER TERM LENGTH	2-year	



Engineering, Architecture, & Construction (EAC) Advisory Committee

TERM MODEL

Members	Term
5-9	2 years



Finance and Risk (FAR) Advisory Committee Charter Provisions

PURPOSE	To advise the Board on financial matters and risk analysis.	
REPORTS TO	ATP Board of Directors	MEETS Monthly
STAFFED BY	Chief Financial Officer (Greg Canally) and consultant support	
MEMBER COMPOSITION	5 – 9 members with financial experience	BOARD LIASON Board Member Elkins
OUTPUTS	Financial and risk review	
SELECTION	Board Member appointment via board applicant pool	
MEMBER TERM LENGTH	2-years	



Finance and Risk (FAR) Advisory Committee


TERM MODEL

Members	Term
5-9	2 years



Planning, Sustainability, Equity and DBE Advisory Committee Charter Components

PURPOSE	To advise the Board on matters related to community planning and sustainability, equity, involving Disadvantaged Business Enterprises and program equity. Focus on DBE and local business support programs, community planning and engagement, program equity, urban design, accessibility, and environmental programs.	
REPORTS TO	ATP Board of Directors	MEETS Monthly
STAFFED BY	Director of Community Engagement (Jackie Nirenberg), Chief Architect (Peter Mullan)	
MEMBER COMPOSITION	5 - 9 members with community experience	BOARD LIASON Vice Chair Pierce Burnette
OUTPUTS	Inform business assistance program concept, non-housing urban design equity assessments, DBE contracting standards	
SELECTION	Board Member appointment via board applicant pool	
MEMBER TERM LENGTH	2 years	



Planning, Sustainability, Equity and DBE Advisory Committee (PSEC)

TERM MODEL

Members	Term
5-9	2 years



Technical Committee Application Process Timeline

- **April 1 – April 23:** Applications live on ATP website
- **April 26 – May 2:** Board Member Liaison to review applications
- **May 3 – 7:** Potential interviews
- **May 7:** Technical Committee recommendations finalized
- **May 19:** Board Member Liaison presents committee slate for ATP Board consideration

ACTION ITEM 3:

Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute a grant agreement with the City of Austin for the provision of \$300,000,000 of the Project Connect tax revenue over the next thirteen (13) years in accordance with the Project Connect Implementation Sequence Plan, as provided in the City's "Contract with the Voters"

ATP-City of Austin Grant Agreement for Anti-Displacement Funds

- A Financial Agreement for Process/Procedures of ATP granting \$300M to the City of Austin
- The City of Austin will manage the \$300M, per the 2020 Contract with the Voters
 - Funds must be spent in accordance with Contract with Voters & Sequencing Plan
 - Annual budgeting process
 - Reimbursement Procedures
 - FTA matching process
 - Pre-Clearance of Real Property along Orange/Blue Lines to avoid engineering/construction conflicts
 - Reporting and Audit provisions
 - Schedule of Planned Annual Budget for 13 years

DISCUSSION ITEM:
FEDERAL GRANT PROGRAM OVERVIEW

Brian Buchanan
Principal Project Manager
HDR



FEDERAL FUNDING OPPORTUNITIES AND PROGRAM

- GRANT TYPES
 - INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA)
 - BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD)
 - BUS AND BUS FACILITIES
 - LOW OR NO EMISSIONS (LONO)
 - TRANSIT ORIENTED DEVELOPMENT (TOD) PLANNING
- TRANSPORTATION INFRASTRUCTURE FINANCE AND INNOVATION ACT (TIFIA)
- RAILROAD REHABILITATION AND IMPROVEMENT FINANCING (RRIF)
- CAPITAL INVESTMENT GRANTS (CIG)

INFRA

Infrastructure for Rebuilding America

- Latest discretionary competitive grant program from the Administration
- Approximately \$1 billion in INFRA funds is available for the FY 2021 application cycle
- Key objectives of this round of funding include:
 - Supporting economic vitality at the national and regional level;
 - Addressing climate change and environmental justice impacts;
 - Advancing racial equity and reducing barriers to opportunity;
 - Leveraging Federal funding to attract non-Federal sources of infrastructure investment;
 - Deploying innovative technology, encouraging innovative approaches to project delivery, and incentivizing the use of innovative financing; and
 - Holding grant recipients accountable for their performance
- Current call for applications due March 19, 2021

BUILD

BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT

- Continuation of a program called TIGER and has had a call for projects every year since 2010
- Competitive program for all modes (not just for transit)
- Traditionally have a distribution between rural and urban projects
- 2020 grant awards range from \$5.4M to \$25M
- Anticipated call for applications from the Administration in April

BUS AND BUS FACILITIES

- Provides funding through a competitive allocation process to states and transit agencies to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities
- The competitive allocation provides funding for major improvements to bus transit systems that would not be achievable through formula allocations
- Capital Metro historically competes in all rounds of available funding under this program

LOW OR NO EMISSION VEHICLE PROGRAM

- Provides funding through a competitive process to states and transit agencies to purchase or lease low or no emission transit buses and related equipment, or to lease, construct, or rehabilitate facilities to support low or no emission transit buses
- The program provides funding to support the wider deployment of advanced propulsion technologies within the nation's transit fleet
- Capital Metro has been awarded approx. \$4.9M in grant funds through the 2019 and 2020 grant processes

TRANSIT-ORIENTED DEVELOPMENT PLANNING – PILOT PROGRAM

- Support FTA's mission of improving public transportation for America's communities by providing funding to local communities to integrate land use and transportation planning with a new fixed guideway or core capacity transit capital investment
- Comprehensive planning funded through the program must examine ways to improve economic development and ridership, foster multimodal connectivity and accessibility, improve transit access for pedestrian and bicycle traffic, engage the private sector, identify infrastructure needs, and enable mixed-use development near transit stations
- Capital Metro was a 2020 Awardee of this program for TOD planning at 13 stations on the Blue and Orange Lines

TIFIA

TRANSPORTATION INFRASTRUCTURE FINANCE AND INNOVATION ACT

- Credit Assistance Program
- Any type of project that is eligible for federal assistance through existing surface transportation programs (highway projects and transit capital projects) is eligible for the TIFIA credit program
- Tool in the toolbox when building the financial model for the program

RRIF

RAILROAD REHABILITATION & IMPROVEMENT FINANCING

- Credit Assistance Program
- The funding may be used to:
 - Acquire, improve, or rehabilitate intermodal or rail equipment or facilities, including track, components of track, bridges, yards, buildings and shops, and including the installation of positive train control systems;
 - Develop or establish new intermodal or railroad facilities;
 - Reimburse planning and design expenses relating to activities listed above;
 - Refinance outstanding debt incurred for the purposes listed above; and
- Eligible borrowers include railroads, state and local governments, government-sponsored authorities and corporations

CAPITAL INVESTMENT GRANTS (CIG)

- Provides funding through a multi-year competitive process for transit capital investments, including heavy rail, commuter rail, light rail, streetcars, and bus rapid transit
- Federal transit law requires transit agencies seeking CIG funding to complete a series of steps over several years to be eligible for funding

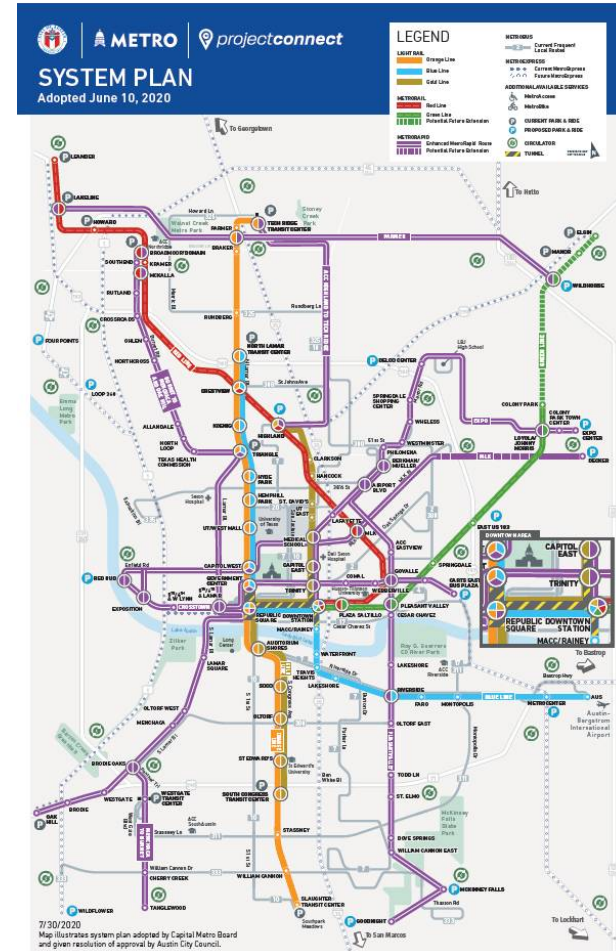
CIG PROJECT CATAGORIES

New Starts: Orange Line and Blue Line

- New fixed guideway system (commuter rail, heavy rail, light rail, BRT, streetcar) or extension to existing system
- Total project cost is \$300 million or more or
- Total CIG funding sought is \$100 million or more

Small Starts: MetroRapid

- Total project cost is less than \$300 million and total CIG funding sought is less than \$100 million
- New fixed guideway systems (commuter rail, heavy rail, light rail, streetcar, BRT), corridor-based BRT system, or extension to existing system



STEPS IN THE DEVELOPMENT PROCESS

DELIBERATIVE DRAFT

PLANNING



FTA Acceptance

PROJECT DEVELOPMENT



FTA Evaluation/Approval

ENGINEERING



FTA Evaluation/Approval

FULL FUNDING GRANT AGREEMENT



Alternatives Analysis

- Problem identification
- Goals and Objectives
- Definition / Evaluation of Alternatives
- Public and stakeholder engagement
- Selection of preferred alternative(s) to advance into NEPA



- Develop Project Development Schedule
- Secure funding for Project Development
- Request Entry into Project Development

STEPS IN THE DEVELOPMENT PROCESS

DELIBERATIVE DRAFT

PLANNING



FTA Acceptance

PROJECT DEVELOPMENT



2 Years



FTA Evaluation/Approval

NEPA and Preliminary Engineering

- CE/FONSI/ROD
- Development of project delivery approach
- Project Merit:
 - Refined cost estimates
 - Refined ridership forecasts
 - Preparation of the New Starts criteria
 - Preparation of financial plan committing 30% of non-New Starts funding to project
 - Development of project management plans to deliver project

ENGINEERING



FTA Evaluation/Approval

FULL FUNDING GRANT AGREEMENT



STEPS IN THE DEVELOPMENT PROCESS

PLANNING



FTA Acceptance

PROJECT DEVELOPMENT



FTA Evaluation/Approval

ENGINEERING



FTA Evaluation/Approval

FULL FUNDING GRANT AGREEMENT

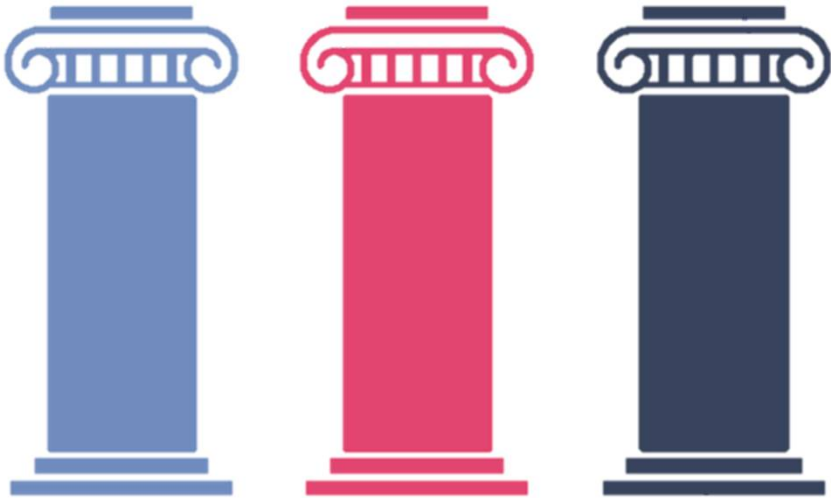


Final Engineering

- Final scope/schedule/budget
- Execution of critical third-party agreements
- Financial plan showing commitment of all funding
- Application for FFGA

THREE PILLARS OF CIG SUCCESS

- 1. Navigating the Project Development Process
- 2. Project Merit (Evaluation and Rating Criteria)
- 3. Demonstrating Technical and Management Capacity and Capability

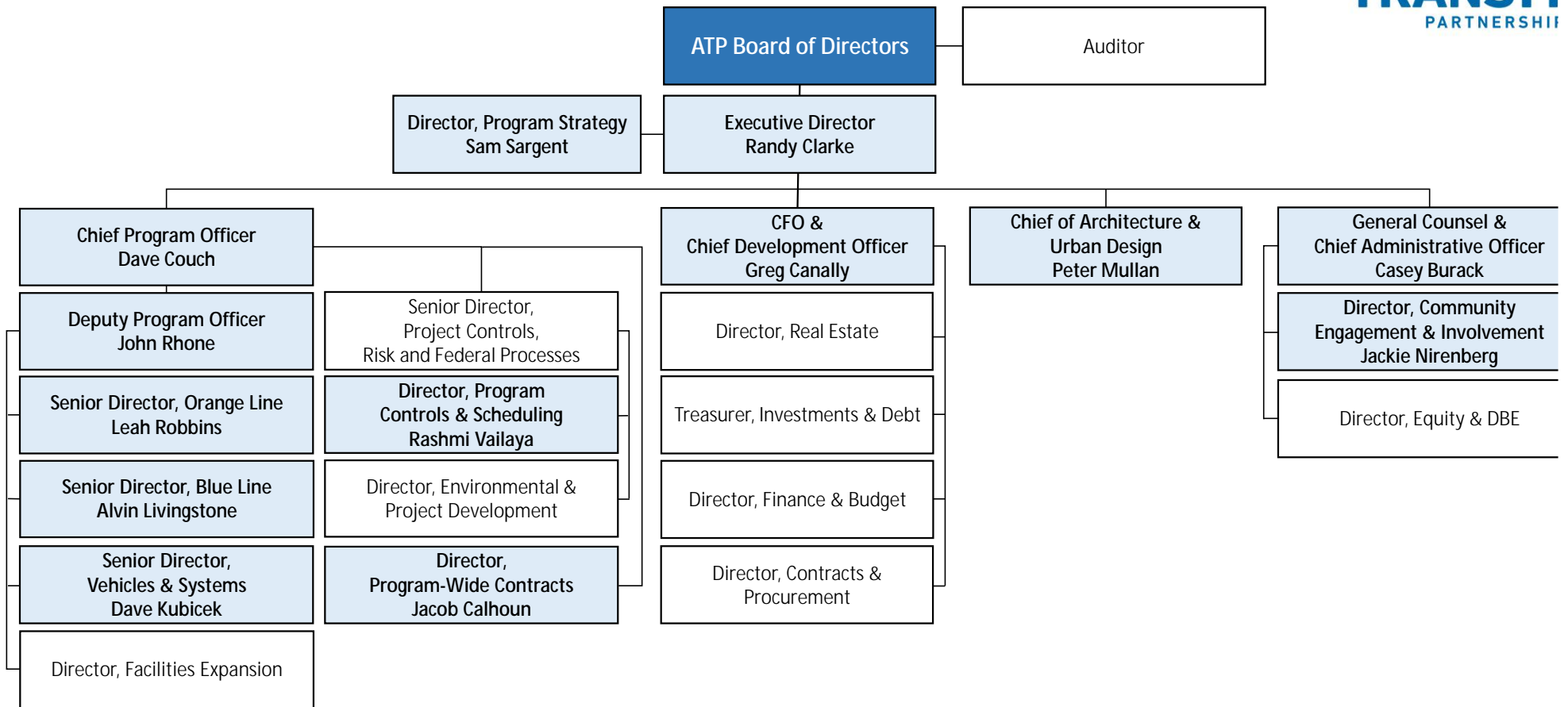


EXECUTIVE DIRECTOR'S REPORT

Randy Clarke
Executive Director, Austin Transit Partnership



ATP Staffing Update



ATP Procurement Look Ahead

- Short-Term via Co-Op (by April)
- Legal Services
 - Real Estate Services

Potential ATP Solicitations to Occur over next 3 – 12 months

- Legal
- General Counsel
 - Real Estate
 - FTA
 - Risk/Readiness/Contracts

- Finance
- Municipal Advisory (Bonds)
 - Transaction & Risk Advisory Services
 - Banking

- Program
- Campus Planning
 - Systems
 - Program Controls/Schedule/Risk

Upcoming Board Info Sessions



- February – National Environmental Policy Act (NEPA)
- March – Federal Grant Programs
- April – DBE & SBE Program
- May – Vehicles and Infrastructure