

**THIS DOCUMENT IS A DRAFT. THE FINAL DOCUMENT WILL REPLACE IT ON APPROVAL.**

**ORDINANCE**

**APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND VIA METROPOLITAN TRANSIT ESTABLISHING A COOPERATIVE PARTNERSHIP TO DELIVER THE EAST/WEST (E/W) “SILVER LINE” ADVANCED RAPID TRANSIT (ART) CORRIDOR PROJECT.**

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**WHEREAS**, on April 22, 2025, the VIA Metropolitan Transit Board of Trustees received information about, discussed, and took possible action on an Interlocal Agreement (ILA) between the City of San Antonio (the City) and VIA Metropolitan Transit Authority (VIA) in support of VIA’s Advanced Rapid Transit (ART) Silver Line (the Silver Line or Project); and

**WHEREAS**, the Silver Line is intended to run from East to West from the Frost Bank Center to North General McMullen Drive and intersect VIA’s ART Green Line; and

**WHEREAS**, the ILA is intended to facilitate cooperation between the City and VIA for the Project and establishes the processes, roles, and responsibilities that ensure that the Project is completed within the anticipated budget and schedule; and

**WHEREAS**, the City and VIA agree to coordinate their actions in good faith in the Project’s best interests; and

**WHEREAS**, as the governing entity of the Advanced Transportation District (ATD), VIA called for an election for Keep SA Moving (KSAM), a collection of projects for improving mobility; and

**WHEREAS**, on November 3, 2020, voters approved increasing the ATD’s portion of the sales and use tax from 1/4 of one cent to 3/8 of one cent to start on January 1, 2026, for advanced transportation and improvements to mobility; and

**WHEREAS**, through Ordinance 2023-06-22-0449, the City Council passed and approved an Interlocal Agreement to govern how the City contributes its 1/4 statutory portion of the 1/8 increase approved by voters on November 3, 2020, for advanced transportation and improvements to mobility but keeps its 1/4 portion of the initial tax approved by voters on November 2, 2004, for the ATD; and

**WHEREAS**, the ILA is essential to KSAM and to secure funding from the Federal Transit Administration; **NOW, THEREFORE:**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Council approves the terms and conditions of the Interlocal Agreement between the City of San Antonio and VIA Metropolitan Transit Authority (VIA) for VIA's Advanced Rapid Transit Silver Line (the Interlocal Agreement for the VIA Advanced Rapid Transit East/West Corridor Project or ILA).

**SECTION 2.** The City Manager or their designee is authorized to execute the ILA per this Ordinance. The ILA is attached to this Ordinance in substantially final form as **Attachment 1**. Once executed by the City and VIA, the finalized agreement will be filed with this Ordinance.

**SECTION 3.** The ILA's future funding depends on the City Council's approval of future budgets for future fiscal years.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance is effective immediately if approved by eight or more affirmative votes; otherwise, it is effective on the tenth day from the date of passage.

**PASSED AND APPROVED** on this 8<sup>th</sup> day of May 2025.

**M A Y O R**  
Ron Nirenberg

**ATTEST:**

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Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**

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Andrew Segovia, City Attorney

## Attachment 1

STATE OF TEXAS	§	INTERLOCAL AGREEMENT
		§ <del>100.001</del> FOR THE VIA ADVANCED RAPID TRANSIT
COUNTY OF BEXAR	§	EAST/WEST CORRIDOR PROJECT

This **INTERLOCAL AGREEMENT FOR COOPERATION TO IMPLEMENT THE VIA ADVANCED RAPID TRANSIT EAST/WEST CORRIDOR PROJECT** (hereafter referred to as “Agreement”) by and between the CITY OF SAN ANTONIO, TEXAS (hereafter referred to as “City” or “COSA”), a Texas Home Rule Municipality and VIA METROPOLITAN TRANSIT, a metropolitan rapid transit authority created under Article 118x of the Texas Revised Civil Statutes, Annotated, as amended by S.B. 971, 74th Legislature and now codified as Chapter 451, Texas Transportation Code (hereafter referred to as “VIA”). The City and VIA may sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and is intended to further the purpose of the Interlocal Cooperation Act by cooperation to implement public transportation improvements;

WHEREAS, VIA intends to implement the VIA Advanced Rapid Transit East/West Corridor Project (also known as “Silver Line”), a public mass transit project for the benefit of the public at large in the form of an Advanced Rapid Transit<sup>1</sup> (“ART”) system from Coca Cola Place to General McMullen Drive that will provide a premium rapid transit service with branded vehicles, stations and amenities, digital systems, in public right of way using a combination of dedicated lanes, business access and transit lanes, and mixed flow traffic as well as a transit signal priority system in the City-owned traffic signals (“Project”);

WHEREAS, the Project is one of the projects that are part of the voter-approved transportation program Keep San Antonio Moving (“KSAM”) located within the corporate limits of the City and will serve VIA patrons, City residents, and visitors;

WHEREAS, City and VIA have established a partnership to mutually cooperate with the overall goal to ensure the successful completion of the Project as one component of KSAM; and

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<sup>1</sup> The San Antonio ART system qualifies as bus rapid transit (BRT), which is defined by the FAST Act (Section 5309(a)(4)) to include a majority of the project operating in a separated right-of-way dedicated for public transportation use during peak periods.

WHEREAS, the Parties desire to enter into this Agreement in order to establish rights and obligations of the Parties with regard to the design, environmental assessments, construction, and to a limited extent, operations and maintenance of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

## **AGREEMENT**

### **ARTICLE 1 – GENERAL**

#### **1.1 Purpose.**

##### **1.1.1 Agreement Purpose.**

The purpose of this Agreement is to establish this cooperative partnership between the Parties for the public purpose of implementing VIA Advanced Rapid Transit (“ART”)<sup>2</sup> East/West Corridor Project (“Project”) as part of the voter-approved Keep San Antonio Moving Program (“KSAM”) within the jurisdiction of the City and for the benefit of the City and its residents and visitors. The Agreement will establish the processes and mutually beneficial roles and responsibilities between the Parties that will ensure the Project is completed within the anticipated schedule and budget.

##### **1.1.2 Project Purpose.**

The Project intends to serve high population /high-ridership neighborhoods with a strong job density and base of existing VIA ridership as well as directly intersecting with VIA’s North/South ART Corridor. The Project connects several key destinations along the corridor including Our Lady of the Lake University, VIA Centro Plaza, San Antonio Riverwalk, Alamodome, Freeman Coliseum, University of Texas Campuses at Downtown, Southwest Campus, and Hemisfair Park, the Frost Bank Center, and numerous high density commercial and residential areas. The Project is intended to provide highly reliable, frequent, direct transit service with enhanced amenities, linking neighborhoods to key regional activity centers including Central Business District (Downtown).

#### **1.2 Term.**

This Agreement shall commence upon the execution date of the last signatory party to the Agreement and shall end upon completion of the Project, subject to the rights of termination set out in this Agreement.

### **ARTICLE 2 – COOPERATIVE PARTNERSHIP AND COORDINATION**

#### **2.1 Collaboration.**

City and VIA agree to establish this cooperative partnership to develop the Project as part of the voter-approved KSAM within the jurisdiction of the City and for the benefit of the City and its residents and

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<sup>2</sup> The San Antonio ART system qualifies as bus rapid transit (BRT), which is defined by the FAST Act (Section 5309(a)(4)) to include a majority of the project operating in a separated right-of-way dedicated for public transportation use during peak periods.

visitors. The Parties agree that they will coordinate their actions in good faith in the best interests of the Project.

### **ARTICLE 3 – PROJECT SCOPE**

The Project will be delivered substantially in accordance with the Description of Project Scope for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project, attached hereto and incorporated by reference herein as **Exhibit A**. VIA will provide prompt notice of any significant change to the Project Scope following the event or occurrence or discovery of said event or occurrence giving rise to the Project change.

### **ARTICLE 4 – PROJECT CAPITAL FUNDING**

#### **4.1 Funding Plan.**

The Parties acknowledge and agree that the planning, design, and construction of the Project are subject to, and contingent upon, VIA being able to identify, allocate, and/or acquire all the necessary funding for the Project. The Project will be implemented substantially in accordance with the Description of Project Funding for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project, attached hereto and incorporated by reference herein as **Exhibit B**. As determined by the voters, the Project will be funded, in part, by the KSAM program, pursuant to Exhibit B (Description of Project Funding for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project).

#### **4.2 Federal Funding for Capital Project.**

##### **4.2.1 Federal Transit Administration.**

Project funding will be provided in accordance with the Project Funding Plan. The Parties anticipate the Project will be funded in part with federal funds pursuant to a grant agreement between the Federal Transit Administration (“FTA”) and VIA.

##### **4.2.2 Designated Recipient.**

VIA is the Designated Recipient of the federal funds and will execute a grant agreement with FTA. City is not a third-party beneficiary or a third-party participant of the grant agreement because City is not providing any federally funded work and its in-kind contributions, if any, will not be used for purposes of the non-federal share of the Project Funding as specified in **Exhibit B** (Description of Project Funding for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project).

##### **4.2.3 FTA Compliance.**

The Parties agree to adhere to FTA rules, regulations and guidance in the implementation of this Project including Build America Buy America rules. Any federally funded contracts that provide goods or services for purposes of completing the Project will comply with FTA rules, regulations and guidance concerning procurement including without limitation FTA Circular 4220.1F as

amended and FTA Best Practices Procurement and Lessons Learned Manual (Report 0105) as amended.

## **ARTICLE 5 – ROLES AND RESPONSIBILITIES – CAPITAL PROJECT**

Each Party's roles and responsibilities with respect to the capital portion of the Project are set forth in this Article 5. Additional provisions of the Agreement address specific areas of the Project requiring coordination.

### **5.1 VIA's Roles and Responsibilities.**

- 5.1.1** VIA is the Project sponsor and Designated Recipient of federal funding responsible for delivering the Project according to federal requirements; in that role, VIA will lead the Project for purposes of federal environmental approvals, grants, and funding.
- 5.1.2** VIA will lead coordination for the Project among stakeholders, disseminate information surrounding potential construction disruptions to impacted businesses and residents, and coordinate public messaging about the Project.
- 5.1.3** VIA will lead the design and construction of the Project in accordance with the Project Scope, Project funding agreements, and the Terms of this Agreement, inclusive of the letting of applicable contracts, method of delivery determination, and start-up and commissioning activities.
- 5.1.4** VIA will manage, oversee, administer, and carry out all of the activities and services required for the design, construction and monitoring of the Project, to ensure that this Project is designed, constructed, and completed with new materials in a good and workmanlike manner and in accordance with the terms of this Agreement and applicable law.
- 5.1.5** VIA will procure the transit vehicles and set the transit service schedule.
- 5.1.6** VIA will fund all of the Project Capital costs in accordance with the Description of Project Funding for VIA Advanced Rapid Transit **East/West Corridor** ("Silver Line") Project specified in **Exhibit B**, except as otherwise agreed upon in this Agreement. In the execution of the design and construction, VIA shall provide for the public's health, safety, and welfare by the proper construction, reconstruction, and modifications to new and existing public facilities in the City's public right of way that are affected by the Project.
- 5.1.7** VIA's contractor will submit a temporary traffic control plan for City review and approval at each design milestone in accordance with Section 7.2.
- 5.1.8** In accordance with the terms of this Agreement, VIA shall secure or cause to be secured all approvals and permits, and the adoption of all resolutions and ordinances, necessary to carry out the construction of the Project, and the implementation and operations thereof. VIA or its contractors shall comply with all applicable storm water design, as per the Design Criteria, permitting, approval processes, and design review process, including floodplain permits.

**5.1.9** VIA will acquire title to the real property necessary to complete the Project. Property acquired by VIA for the Project will be dedicated to the City as a public right of way via plat, or other instruments as reasonably acceptable, and coordinated with the City Development Services Department. VIA shall bear all costs associated with dedications and recording of such instruments, in accordance with this Agreement and applicable processes. Transfer shall be accomplished as soon as possible after title is acquired by VIA but must be completed as a pre-condition of Project Closeout.

**5.1.10** VIA will provide, implement, and execute all National Environmental Policy Act (NEPA) environmental mitigation Project requirements.

## **5.2 City's Roles and Responsibilities.**

**5.2.1** City will serve as a collaborator with VIA in support of VIA's efforts to complete the Project.

**5.2.2** City will assist in the coordination and communication between departments within City and facilitating reviews within the Project schedule.

**5.2.3** City will cooperatively work with VIA's contractors and consultants.

## **ARTICLE 6 – PROJECT LIAISONS AND ISSUE RESOLUTION**

### **6.1 Designation of Liaisons.**

The Parties have designated the following individuals as Project Liaisons:

**VIA**       Manjiri Akalkotkar  
              Major Capital Program Officer  
              Manjiri.akalkotkar@viainfo.net

**City**       Richard Grochowski  
              Department of Public Works  
              (Design Standards, Review and Approval, Permitting, Construction, and Close-Out)  
              Richard.Grochowski@sanantonio.gov  
  
              Catherine Hernandez  
              Department of Transportation  
              (Other issues)  
              Catherine.Hernandez@sanantonio.gov

**The Project Liaisons will be the primary channel of communication relating to the Project. The Project Liaisons will coordinate the exchange of documentation, design review, and any other similar activities required under the Agreement. All issues concerning the Project or this Agreement will be communicated first to the Project Liaison. The Project Liaison may delegate certain responsibilities to other staff or consultants representing their organization.**

If either Party removes its Project Liaison from the Project, it will promptly assign a new individual to the role and notify the other Party in writing.

## **6.2 Project Updates to Governing Bodies.**

Each fiscal year during the Term of this Agreement, VIA agrees to make quarterly reports/presentations to the City Council or the Transportation and Mobility Committee (or such committee as deemed appropriate by City Council) at a time mutually agreed upon, on the progress of the Project and other matters related to this Agreement.

## **6.3 Issue Resolution.**

The Parties agree that any issues about the Project between them will first attempt to be resolved by the Project Liaisons. If the Project Liaisons agree that they cannot resolve the issue, they will provide a summary of the issue and ask for it to be resolved by their respective senior leadership, which shall include VIA President/CEO and City Manager, or their designees (together, “Senior Leadership Representatives”).

To facilitate cooperation and partnership, the Parties agree that their Senior Leadership Representatives and Project Liaisons will meet as needed to resolve issues with potential schedule impact or at least quarterly to provide regular Project updates and to resolve any issues referred by the Project Liaisons.

# **ARTICLE 7 – PROJECT DESIGN, PERMITTING, CONSTRUCTION, AND CLOSEOUT**

## **7.1 Design Criteria and General Obligations.**

The Project will adhere to the VIA Advanced Rapid Transit Design Criteria Manual (“Design Criteria”), attached and incorporated herein as **Exhibit D**.

The Parties agree that the Project will comply with and incorporate to the extent feasible, City design manuals, City Specifications, Master Plan documents, and other City Planning documents that are approved, published, and in existence at the time the 70% design package is submitted to the City.

VIA will utilize the VIA approved “Art in Transit Program” to incorporate art into the design of the Project elements in accordance with the Design Criteria.

**City’s Vision Zero Program.** *[If applicable – for discussion.]* The City has identified priority safety improvements as part of its Vision Zero program. There are multiple severe pedestrian injury locations along the Project corridor according to the City’s July 2020 Severe Pedestrian Injury Area Report. The Project Scope includes proven safety measures to support Vision Zero. If additional traffic safety improvements outside the Project Scope are identified by the City, the City and VIA will coordinate and evaluate how the improvements are complementary to the Project and could be incorporated to the extent possible as a Betterment prior to the completion of the 70% design plans.



**Stormwater.** Project design shall consider impacts on storm water flows resulting from Project construction and permanent Project elements, as well as potential damage to existing infrastructure and adjacent properties.

## **7.2 Design Review Process.**

The Parties agree to following the design review process set forth in this Section 7.2. This Agreement does not relieve VIA from obtaining approval of the Project Plans (as defined in Section 7.2.2) as required under local, state or federal law.

### **7.2.1 Design Review Working Group.**

The City will establish a Design Review Working Group who will be responsible for design review on behalf of all disciplines and all departments within the City.

No later than seven (7) calendar days after submission of each design package VIA will provide to the Design Review Working Group a presentation summarizing the design package and a page-turn design review. The design package will be submitted via design review software such as Bluebeam.

**Disability Access Office and Advisory Committee.** Project design plans will be submitted to the City's Disability Access Office as part of the design review process, and VIA will present the proposed Project to the Disability Access Advisory Committee prior to the 70% design package approval.

**Office of Historic Preservation.** Project design plans will be submitted, as required, to the City's Office of Historic Preservation (OHP) for consideration by the Historic and Design Review Commission as part of the design review process. In accordance with the applicable procedures of Chapter 35 of the City Code, VIA shall be required to obtain a Certificate of Appropriateness after review by the Historic and Design Review Commission ("HDRC") and OHP. VIA shall be required to obtain approval of any shelter, station, or other infrastructure design and specific locations for use throughout the city being placed on city property. This Agreement does not relieve VIA from obtaining approval for any property not under this Agreement as required under local, state or federal law.

**Other Jurisdiction.** Except as otherwise provided herein, VIA shall design and construct the Project in conformity with applicable federal, state, and local laws, rules, and regulations and with the requirements of those entities having jurisdiction over the Project or its component parts. VIA shall obtain all applicable permits and shall pay all costs associated therein.

### **7.2.2 Project Plans.**

VIA will submit Project design plans to the City Project Liaison for City review of the Project design packages for compliance with the Design Criteria at the following design milestones: 40%, 70%, and 95% design level ("Project Plans"). 95% design level package, Construction Documents, or 100% design level package, will be submitted for the purposes of applying for applicable permits from the City pursuant to Section 7.5 below. City's scope of review of the Project Plans

will be to ensure adherence to the Design Criteria and to comment on the long-term costs of maintenance of all Project elements that will be transferred to City.

### **7.2.3 Design Review Period and Approval.**

If available, the Parties will utilize a digital design review and comment system to execute the Project Plan reviews by City.

The City Design Review Working Group will review and comment on the Project Plans during the review period. City will have 4 calendar weeks to submit consolidated review comments, and if City does not submit comments within that period, such plans and specifications will be deemed approved by the City. City's Project Liaison will provide documentation of approval for each design milestone submittal using a VIA-provided form. City Design Working Group approval does not relieve VIA from obtaining approval from City Council or any committee, board, local, state, or federal agency when required by applicable law.

### **7.3 Design Changes.**

VIA may implement design changes required by City codes, ordinances, and regulations in effect up through 70% design review, provided, however, that no design changes will be made after the 70% design review unless necessary for fire/life safety compliance. The Parties shall provide updates and amendments to the Design Criteria within ten (10) working days after adoption. VIA will comply with any post-design-review amendments made to City codes, ordinances, and regulations after the 70% design review through the time that construction permits are issued pursuant to Section 7.5 below.

### **7.4 Objections.**

Subject to the provision on Design Changes, in the event of an objection by City to any design plans or specifications, the Project Liaisons will meet in a timely manner and in good faith to resolve the objection.

### **7.5 Permitting and Consent to Access Public Right of Way.**

VIA (or its contractors) will apply for all applicable permits necessary for construction of the Project, and applicable City permitting requirements will apply to all Project elements constructed on property owned or controlled by the City (including floodplain permits) ("Project Permits"). City will not unreasonably withhold, condition or delay any Project Permits, provided all applicable City code processes are being followed and issuance is wholly within the City's sole control. Applicable City permitting requirements will apply to all Project Permits, subject to this Section 7.5. The Parties will meet to determine the applicable fee schedule for Project Permits and Inspections no later than 60 calendar days following full execution of the ILA or prior to the 70% design submittal, whichever is later.

City will expeditiously review all Project Permits and coordinate with VIA or its contractors to facilitate the permit process in accordance with established City permitting procedures and ordinances. At the time of permit application, VIA (or its contractor) will supply the applicable City department issuing the permit with the appropriate permit application documentation of the

approved 95% Project Plans, and the 100% or higher Construction Plans, which shall constitute the City's set for reference when issuing Project Permits. City will issue the permit without further review or delay to the extent that the Construction Plans are substantially consistent with agreed resolution of City comments during the design review of the 95% Project Plans.

## **7.6 Zoning.**

Zoning changes required for implementation of the Project will be accomplished in accordance with City's standard procedures and will be reviewed in accordance with City process.

## **7.7 Storm Water Construction Plans.**

VIA will be responsible for protecting existing drainage facilities from damage. VIA or its contractor shall notify Storm Water Engineering at 210-206-8433 as soon as conflicts with utilities are encountered or any drainage system is damaged during construction.

Construction spoils will not be allowed to be deposited anywhere within a drainage easement, right of way or floodplain within the limits of the project and shall be disposed offsite in compliance with current applicable regulations. No structure, fences, walls, landscaping, or other obstructions that impede drainage shall be placed within the limits of the drainage easements shown on the construction documents.

## **7.8 Start Work – Construction in Public Right of Way.**

- 7.8.1** VIA will notify City in writing at least ten (10) business days prior to the date for the start of work for any portion of the Project that is located within the corporate limits of the City. VIA will invite City to any pre-construction conferences. No work will be done in City rights of way by VIA or its contractors without applicable permits.
- 7.8.2** VIA shall ensure that work is being done in a timely manner and diligently performed to reach completion in accordance with the VIA Project schedule. VIA shall enforce substantial compliance, pursuant to the terms of the agreement with its contractors and require that work continuously and diligently be performed to achieve substantial completion on or before the scheduled completion date set out in the Project Schedule.
- 7.8.3** Pursuant to Section 451.058 of the Texas Transportation Code, unless the power of eminent domain is exercised, VIA may not "alter or damage the property of this State, a political subdivision of this State, or a person providing a public service, inconvenience the owners of property of this state, a political subdivision of this state, or a person providing a public service, or disrupt the provision of a public service without having first received written permission from the owner of the property." The City does hereby agree to expeditiously consider and promptly apply its policies and procedures for the granting of its consent to the construction, repair, maintenance, and operation of the Project by VIA upon, over, under, across or within the City public streets and properties. Pursuant to Section 451.056 and 451.058 of the Texas Transportation Code, any and all

costs and expenses shall be paid by VIA, and damages that are incurred by the City must be paid by VIA.

- 7.8.4** Should VIA, its engineers, employees, and/or other representatives exercise authority under Section 451.062 of the Texas Transportation Code, VIA shall give City at least fourteen (14) business days' notice, provided such entry is pursuant to said Section and does not permanently and negatively impact any City use of such properties or any further use by the City of such properties that is approved and in existence at the time notice of such entry is given. Notice shall include location, scope or work, design plans if applicable, specifications, and outline any potential impact to property. Property damaged by any VIA activity under this section shall be restored as nearly as possible to the original state at VIA's sole expense.

**7.9 No Charge for Consent.**

The use by VIA of streets and properties for the Project is a public use of the streets and properties that inures to the benefit of the people of the State. No charge or fee for such consent is authorized by law and none shall be charged or imposed.

**7.10 City Inspector.**

City will provide to VIA its process for inspection of any improvements constructed in the public right of way; VIA will complete inspections and submit City-required documentation of such inspections in accordance with the City's process, as provided to VIA. During construction, the Project shall be designed and constructed in such a manner which will permit access by the City's employees, agents, contractors, and their employees and subcontractors for the purpose of their inspection by the City. To facilitate orderly inspections and prevent the need for dual inspections, if City conducts its own inspections, City will coordinate its inspections, in accordance with its standard policies and procedures. City inspectors will be required to adhere to all VIA and contractor safety requirements.

**7.11 Corrective Actions.**

If the City reasonably determines that there are any deviations from the Project Permits, City will provide notice through BuildSA of such deviations to VIA. VIA will promptly correct such deviations to comply with the Project Permits and notify City.

**7.12 Business and Resident Interruption Communication.**

Before and during construction, VIA will provide public information to Project stakeholders, including businesses and residents located along the corridor (refer to Project Map in **Exhibit A** (Description of Project Scope for VIA Advanced Rapid Transit East/West Corridor ("Silver Line") Project) for description of the corridor), including conducting stakeholder briefings, preparation of information in response to media requests, and notification to the public of upcoming work by signage, flyers, notices, and regular construction updates, copies of which will be provided to City. VIA will provide the City's Communications and Engagement Department, impacted City Council District Offices', and various City departments

information regarding the Project communication efforts and the distribution of communication about the Project. VIA will work to minimize disruptions to business activities and provide notice of construction schedules at least fourteen (14) business days in advance of construction when working within City limits unless the work is determined to be an emergency at which time VIA will provide notice to City upon notice of the emergency event. All media inquiries will be directed through the Project public information officer designated by VIA.

#### **7.13 Notice and Joint Final Inspection.**

VIA will inform City when City-permitted Project elements or elements to be owned and maintained by the City, if any, have been completed and are ready for joint final inspection. Any such final inspection will be attended by VIA, City, and the contractor(s) in accordance with City's applicable inspection process. VIA will be responsible for directing any corrective work relating to deficiencies. Once all such corrective work is complete, VIA shall notify City and City shall give written of acceptance or rejection of work. If City does not accept or reject the corrective work within such 14-day period, such work shall be deemed accepted by City.

#### **7.14 As-Built Drawings.**

VIA will comply with City requirements regarding as-built drawings for all property within City limits affected by implementation of the Project.

#### **7.15 Warranty.**

VIA will allow City to review all contractor warranties for all work performed by the contractor that will be owned and maintained by City, prior to assignment to City for verification of completeness. Upon City's approval, VIA will assign to City all contractor warranties for all work performed by the contractor that will be owned and maintained by City. Such warranties will not be less than 1 year following final acceptance. VIA shall provide a master list of properties with information to include, but not limited to size, area, ownership, environmental assessments, and any other documents or information needed for ownership and maintenance purposes. All copies of federal approvals, certificates, and the like shall be provided to City.

#### **7.16 Utilities Coordination.**

City will coordinate with VIA to ensure conflicting utilities are relocated in accordance with the established procedures for a federally assisted public infrastructure project. City's agreement to cooperate and coordinate with VIA hereunder shall be at no cost to the City. To the extent costs to relocate conflicting utilities are not borne by the respective utility for any reason, the costs shall be born solely by VIA without reimbursement or contribution from the City.

### **ARTICLE 8 – BETTERMENTS**

#### **8.1 Definition of Betterment.**

"Betterment" means any element of work not included in the Project Scope and as outlined in the FTA ratings application and not otherwise required by federal, state or local laws.

## **8.2 Submission and Evaluation of Betterment Requests.**

City agrees to adhere to VIA's Scope Control (Betterments) Policy VIA Advanced Rapid Transit East/West Corridor ("Silver Line") Project, attached hereto and incorporated herein as **Exhibit C**. The City and VIA agree that Betterments cannot adversely affect the Project. City will make any requests that VIA construct any Betterment in accordance with Exhibit C (VIA's Scope Control (Betterments) Policy VIA Advanced Rapid Transit East/West Corridor ("Silver Line") Project), and City (or any third party that has agreed with City in advance to be responsible for payment) will pay all expenses incurred, including without limitation, incremental design, delay and/or maintenance costs of the Betterment. Before agreeing to construct any Betterment, VIA will evaluate the City's request for the Betterment in accordance with Exhibit C (VIA's Scope Control (Betterments) Policy VIA Advanced Rapid Transit East/West Corridor ("Silver Line") Project). VIA has the right to accept or deny the Betterment request.

## **ARTICLE 9 – TRANSIT SIGNAL PRIORITY**

### **9.1 TSP System Design.**

A transit signal priority ("TSP") system will be a required Project element in order to ensure that the transit service is able to maintain the headways specified in the federal grant agreement. The specific parameters and functionality of the TSP system will be selected as part of the Project design and coordination process and must be compatible with the City's existing traffic signal systems. Any software development or additional licensing, vehicle hardware, or hardware at the intersection as well as the ongoing maintenance to support the Project must be provided by the Project and/or by VIA through other means. The Project will utilize the regional TSP system currently in place, unless otherwise agreed. The specific parameters and functionality of the TSP system will be selected as part of the Project design process. City will provide relevant information on the existing system to ensure TSP can be integrated across the region.

### **9.2 TSP Implementation.**

The Parties agree to cooperate to ensure the TSP system can be installed, tested, maintained, monitored and adjusted to ensure it functions as designed. The Project will provide resources to develop and implement a testing procedure and to ensure the system is programmed correctly. City will cooperate in the commissioning and pre-revenue testing of the system to validate that the TSP system functions as designed.

### **9.3 Maintaining Functionality of TSP.**

The TSP system design will allow for functionality reports which City will provide to VIA for verification at least on a quarterly basis, as further refined in a future agreement pursuant to Section 9.4. Reporting format and delivery matters and schedule will be developed in partnership during design phases. Any signal parameter or timing updates affecting the operation of TSP to achieve the Project purpose will be agreed to between the Parties prior to execution except in those cases an adjustment is needed immediately to main the health, safety, and welfare of the users of the intersection. Any licenses will be purchased to allow each Party access to the TSP systems. Access to the system by VIA would be contingent upon the selected TSP solution satisfying the security requirements of the City. VIA will have view only access to reporting information if available but

will not have the ability to modify the timing parameters used to operate the City's traffic signal system.

#### **9.4 Future Agreement – TSP.**

The Parties will enter into a subsequent agreement that (1) adopts procedures necessary to operate, maintain, and replace the TSP system, (2) to exchange data and reports on the functionality of the TSP system, and (3) to make adjustments to the parameters as necessary.

### **ARTICLE 10 – OPERATION AND MAINTENANCE**

#### **10.1 Roles and Responsibilities – Operation and Maintenance.**

VIA will maintain all Transit Elements within the station area; the Transit Elements include those the amenities including landscaping within the Station Area, as described in **Exhibit A-1** (Description of Transit Elements for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project). City will continue to maintain all other public rights of way subject to final acceptance pursuant to Article 7.13 herein. In a subsequent operations and maintenance agreement, the Parties will establish detailed roles and responsibilities for operation and maintenance.

#### **10.2 Subsequent Agreement.**

The Parties may enter into a subsequent agreement to evaluate the needs for capital repair and replacement and shared funding arrangements. Capital repair and replacement is not anticipated until at least seven years after revenue service begins.

#### **10.3 Satisfactory Continuing Control.**

As the grantee of the Federal funds for the Project, VIA has the right to exercise satisfactory continuing control over Project Property, which is defined as all improvements necessary for the Project. Accordingly, to meet that obligation, City shall ensure that the Project Property remains available to be used for the purposes identified in the Project Scope, **Exhibit A** (Description of Project Scope for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project), for the useful life of the Project Property as determined, and subject to approval, by FTA. All Project Property shall be maintained in a state of good repair.

#### **10.4 Lane Enforcement.**

The Parties will cooperate in the development of a bus lane enforcement policy and adoption of corresponding rules or ordinances, including modifications to the Unified Development Code (“UDC”) or related processes, and as necessary address in a future agreement.

### **ARTICLE 11 – MISCELLANEOUS**

#### **11.1 Recitals.**

The recitals are incorporated herein by this reference.

## **11.2 Exhibits.**

The following exhibits are incorporated herein by this reference:

Exhibit A – Description of Project Scope for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project

Exhibit A-1 – Description of Transit Elements for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project

Exhibit B – Description of Project Funding for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project

Exhibit C – VIA Draft Scope Control (Betterments) Policy for VIA Advanced Rapid East/West Corridor (“Silver Line”) Project

Exhibit D – VIA Advanced Rapid Transit Design Criteria Manual

## **11.3 Conflict of Interest.**

No officer, employee, or agent of VIA, nor any member of its Board, and no officer, employee, or agent of City, nor any member of its Council, shall have any personal pecuniary or property interest, direct or indirect, in this Agreement.

## **11.4 Notices.**

Except where the terms of this Agreement expressly provide otherwise, any election, notice, or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered to the addresses set forth below the communication is:

- delivered personally (with receipt acknowledged);
- three (3) business days after depositing same in the U.S. mail, first class, with proper postage prepaid;
- upon receipt if sending the same by certified mail, return receipt requested;
- upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier; or
- by electronic mail (“email”) to the email address listed below. Electronic service is deemed given on the date sent, upon receipt of confirmation of such electronic transmission (including PDF); service after 5:00 p.m. local time of recipient shall be deemed served on the following business day.

Either party may designate a different mailing or email address at any time upon written notice to the other party.

If intended for City, to:  
Catherine Hernandez  
City of San Antonio  
Transportation Department  
PO Box 839966  
San Antonio, TX 78283

If intended for VIA, to:  
Manjiri Akalkotkar  
ART Project Director  
VIA Metropolitan Transit  
123 N. Medina St.  
San Antonio, TX 78207



### **11.5 Insurance and Indemnity.**

The Parties acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, § 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

### **11.6 Records.**

The Parties agree to maintain and retain Project records in accordance with applicable law and their own policies for a minimum of four (4) years following completion of the Project (the “Retention Period”) or as otherwise agreed by the Parties. The Parties agree to provide reasonable access to their Project records in accordance with applicable law; coordination of such access requests will be made through the Project Liaisons.

### **11.7 Environmental Event.**

For any environmental event that is caused by or at the direction of either VIA or CITY employees or contractors at the Project site, the Party hiring the event-causing employee(s) shall be liable. An environmental event shall mean spills, discharge, leakage, pumpage, drainage, pourage, emission, emptying, injecting, dumping, disposing, or other release of a hazardous material which may cause a threat or actual injury to human health or the environment.

### **11.8 Legal Notices.**

VIA promptly shall furnish City's Designated Representatives with copies of all legal notices received by VIA affecting the Project if City is named as party in the notice including, without limitation, notices from governmental authorities and notices from any party claiming default in any payment obligation and any other notice not of a routine nature. VIA shall promptly notify City's Designated Representative in writing of any suit, proceeding, or action that is initiated or threatened in connection with the Project or against VIA and/or in which the City is named as party.

### **11.9 Assignment.**

Neither Party may assign its rights, privileges, or and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

### **11.10 Force Majeure.**

Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes or other labor disturbances or delays by federal or state officials in issuing necessary

regulatory approvals and/or licenses. In the event of any delay or failure excused by this Article 11.10, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

#### **11.11 Prior Agreements Superseded.**

This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

#### **11.12 No Joint Enterprise.**

There is no intention on the part of VIA or City to create or otherwise form a joint enterprise or legal form of partnership under or pursuant to this Agreement. VIA and City are undertaking a governmental function or service. The purpose of this Agreement is to further the public good, not gain a profit.

#### **11.13 Default and Termination by Law.**

**Default.** In the event of a material breach of this Agreement, the non-breaching Party shall give the breaching Party written notice of such breach which shall detail the nature of the breach. The Party receiving the notice of breach shall be given thirty (30) calendar days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching Party by the end of the thirty (30) day period, the non-breaching Party may give written notice of termination of this Agreement to the breaching Party and seek to recover damages not to exceed the amount paid by the non-breaching Party for the Project. The foregoing notwithstanding, if the breaching Party is diligently taking steps that will correct the breach at the conclusion of the thirty (30) day cure period, the breaching Party may continue its efforts, extending the cure period, provided both Parties agree a satisfactory cure will be reached within a reasonable amount of time.

**Termination by Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

If through action or no action initiated by VIA, VIA's governing body or the FTA do not appropriate funds for the continuation of the Project and has no funds to do so from other sources, this agreement may be terminated. Lack of funding is not and shall not be considered a breach of this Agreement.

#### **11.14. Applicable Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas. Venue for all claims, proceedings or actions resulting from or associated with this Agreement shall be in Bexar County.

#### **11.15 Third-Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

#### **11.16 Legal Construction.**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **11.17 Multiple Counterparts.**

This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and all such separate identical counterparts shall constitute but one and the same instrument.

#### **11.18 Amendments.**

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and be duly executed by the Parties hereto.

#### **11.19 Authorized Signatory.**

The signer of this Agreement for either Party represents, warrants, assures, and guarantees that he/she has full legal authority to execute this Agreement on behalf of that Party and to bind that Party to all of the terms, conditions, provisions and obligations herein contained.

#### **11.20 Compliance with Laws.**

Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

The Parties agree that all work, services, or construction to be performed under this Agreement shall be performed in accordance with all federal, state, and local laws, ordinances, and environmental requirements including all City applicable construction and development regulations.

To the extent applicable, the Parties agree to abide by all federally mandated procurement requirements in the solicitation and contracting of the Project.

The Parties agree that all contractors, consultants, and other service providers contracted to perform work on the project will agree to comply with federally mandated DBE goal requirements when applicable.

To the extent applicable, the Parties agree to abide by all federally mandated federal wage and labor standards for all persons employed or engaged for the Project.

The Parties agree to verify compliance of all contractors, consultants, or other parties performing work on the Project with Texas Government Code Chapters 2271 and 2274, if applicable.

#### **11.21 No Boycotting of Israel.**

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. By signing this Agreement, the Parties hereby verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Each Party hereby relies on the other Party’s verification. If found to be false, the other Party may terminate the contract for material breach.

#### **11.22 Prohibited Contractors.**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. The Parties hereby certify that they are not identified on such a list and that it will notify the other Party should it be placed on such a list while under this Agreement. Each Party hereby relies on the other Party’s certification. If found to be false, or if either Party is identified on such list during the course of this Agreement, the other Party may terminate this Agreement for material breach.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, City and VIA have executed, through their respective lawfully empowered representatives, this Interlocal Agreement as of the day and year written below.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF SAN ANTONIO

VIA METROPOLITAN TRANSIT

\_\_\_\_\_

Name

Title

\_\_\_\_\_

Name

Title

Attest:

Attest:

\_\_\_\_\_

Name

Title

\_\_\_\_\_

Name

Title

Approved as to legal form:

Approved as to legal form:

\_\_\_\_\_

Name

Title

\_\_\_\_\_

Name

Title



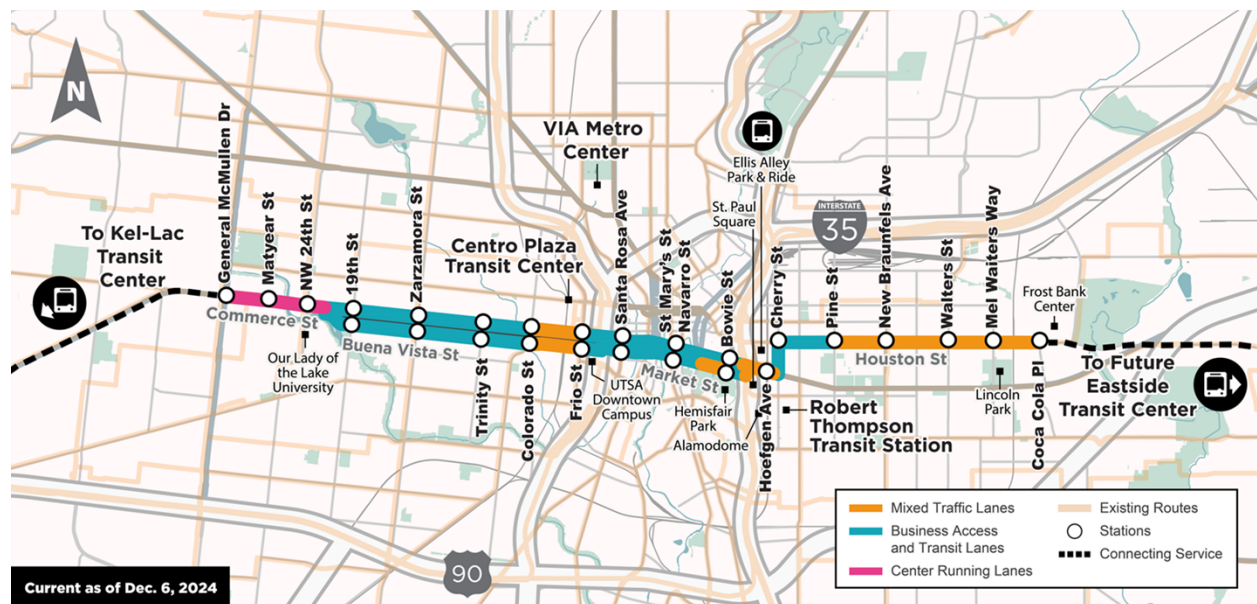
## **EXHIBIT A**

# **Description of the Project Scope for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project**

## PROJECT SUMMARY

- Located in the city of San Antonio in Bexar County, Texas, VIA Metropolitan Transit's ("VIA") Advanced Rapid Transit (ART) East/West (E/W) Corridor Project ("the Project"). is an approximately 7.3-mile bus rapid transit line, locally known as Advanced Rapid Transit (ART). The Project corridor will extend from General McMullen Drive in the west, through Downtown, to Coca Cola Place in the east, along the following roadways: Commerce Street, Buena Vista Street, Dolorosa Street, Market Street, Cherry Street, and East Houston Street.
- The Project will establish at least 18 new or modified station areas that will be uniquely branded for the service.
- The proposed ART service will operate in dedicated transit lanes, curbside business access and transit (BAT) lanes, and in mixed traffic with signalization improvements at intersections to provide transit signal priority (TSP), improving travel times and reliability along the corridor.

Figure 1. Project Map



**Project Scope and details are subject to change and can be revised without an amendment to this Agreement.**

The Project's purposes are to:

- Provide highly reliable, direct transit connections between key activity centers;
- Improve equity of transit service;
- Improve on-time performance compared with the current bus service in the corridor;
- Better serve current riders and attract new riders to the system;
- Improve overall mobility;

- Strengthen the competitiveness of transit;
- Support the region's land use vision and growth plans; and
- The Project will provide frequent service and help improve reliability and on-time performance using dedicated lanes and TSP.

The Project addresses the following specific transportation needs:

- Provide frequent, direct, simple, and convenient transit service;
- Provide access to jobs and key destinations, generating economic development, and enhancing service for all users within the corridor;
- Create valuable connections for disadvantaged community members who reside in the corridor and rely on public transit as their primary mode of transportation;
- Establish a safer and higher-quality pedestrian environment near proposed station locations;
- Strengthens the interconnected multimodal network of transit, driving, cycling, and walking, to improve access between key regional centers in the corridor;
- Creates competitive travel choices that ensure reliability and speed, to support growing employment centers; and
- Supports growth by improving equity, housing, and transportation choices by linking neighborhoods to major centers of economic activity.

## **CAPITAL INVESTMENT GRANT SMALL STARTS PROGRAM SCHEDULE**

Table 1 summarizes the ART E/W Corridor Project's Small Starts program schedule.

***This schedule is subject to change and can be revised without an amendment to this Agreement.***

*Table 1: ART E/W Corridor Project Schedule*

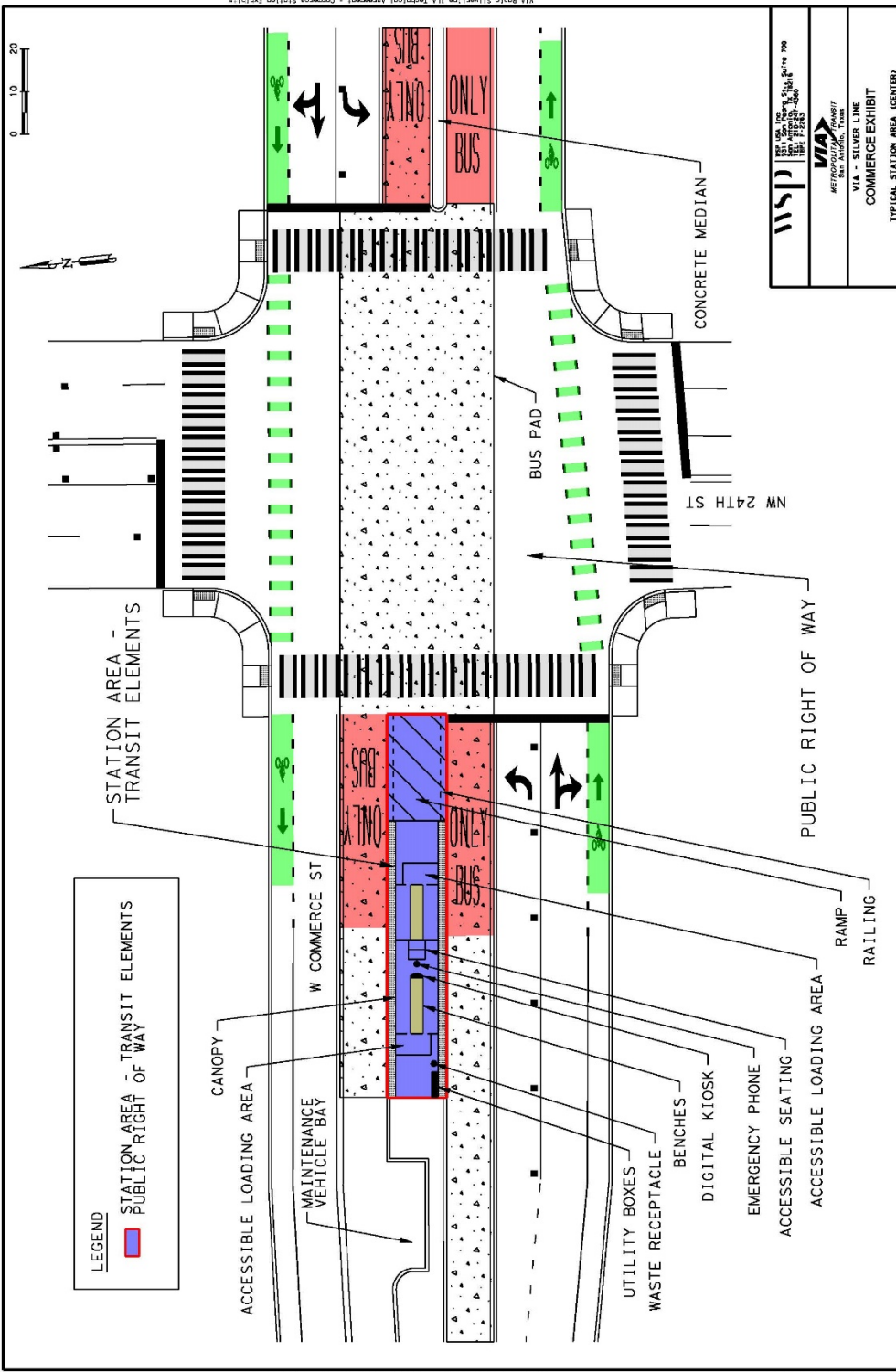
Milestone	Schedule
NEPA	Mid 2024 - Early 2026
Project Development	Late 2022 - Early 2027
Small Starts Grant Agreement	Late 2026
Construction	2027 – 2029
Start of Revenue Service	Late 2029



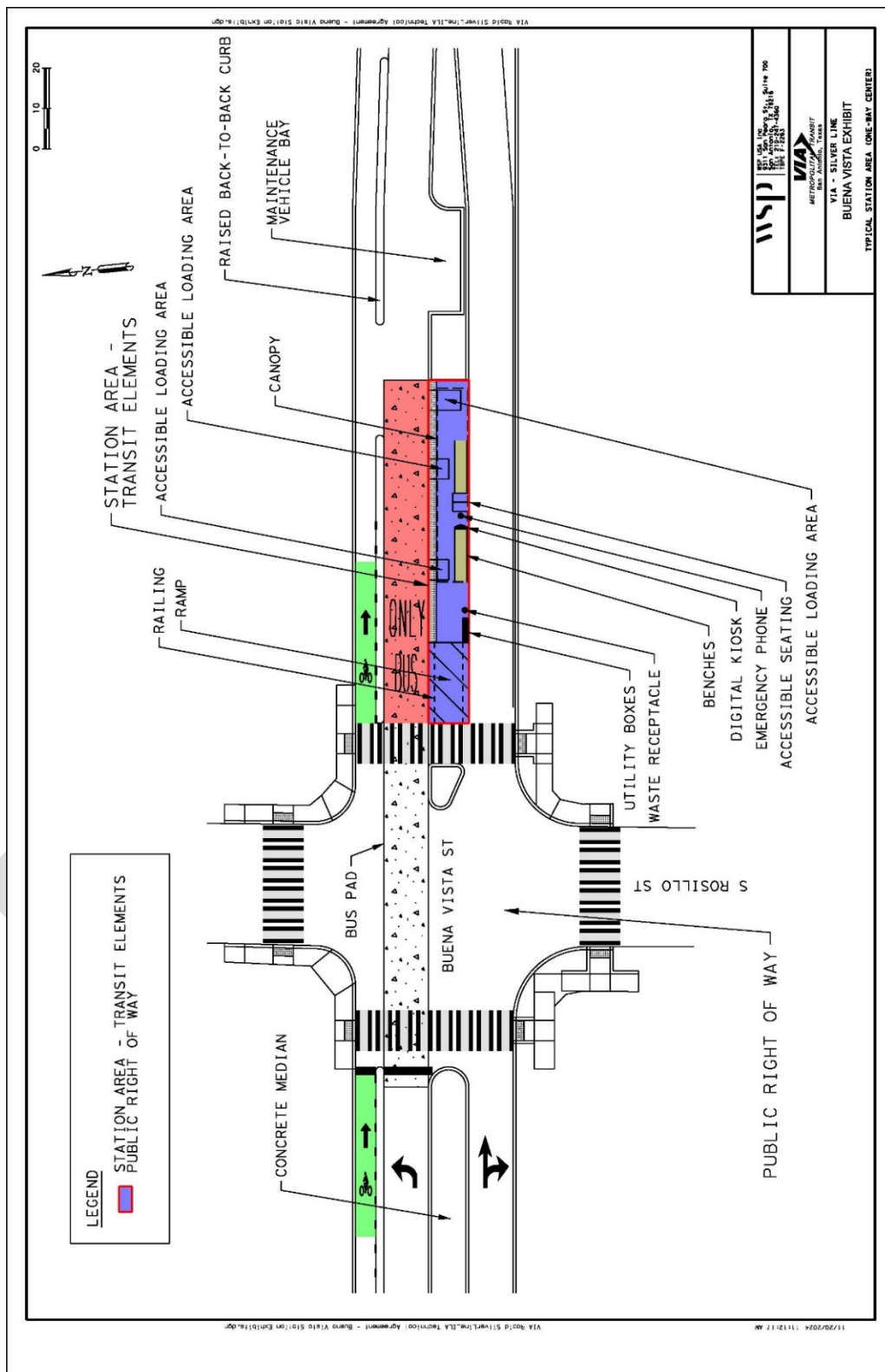


## **EXHIBIT A-1**

# **Description of Transit Elements for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project**



### Exhibit 1: Transit Elements at 24<sup>th</sup> Street Station on West Commerce Street



**Exhibit 2: Transit Elements at Rosillo Street Station on Buena Vista Street**

DRAFT

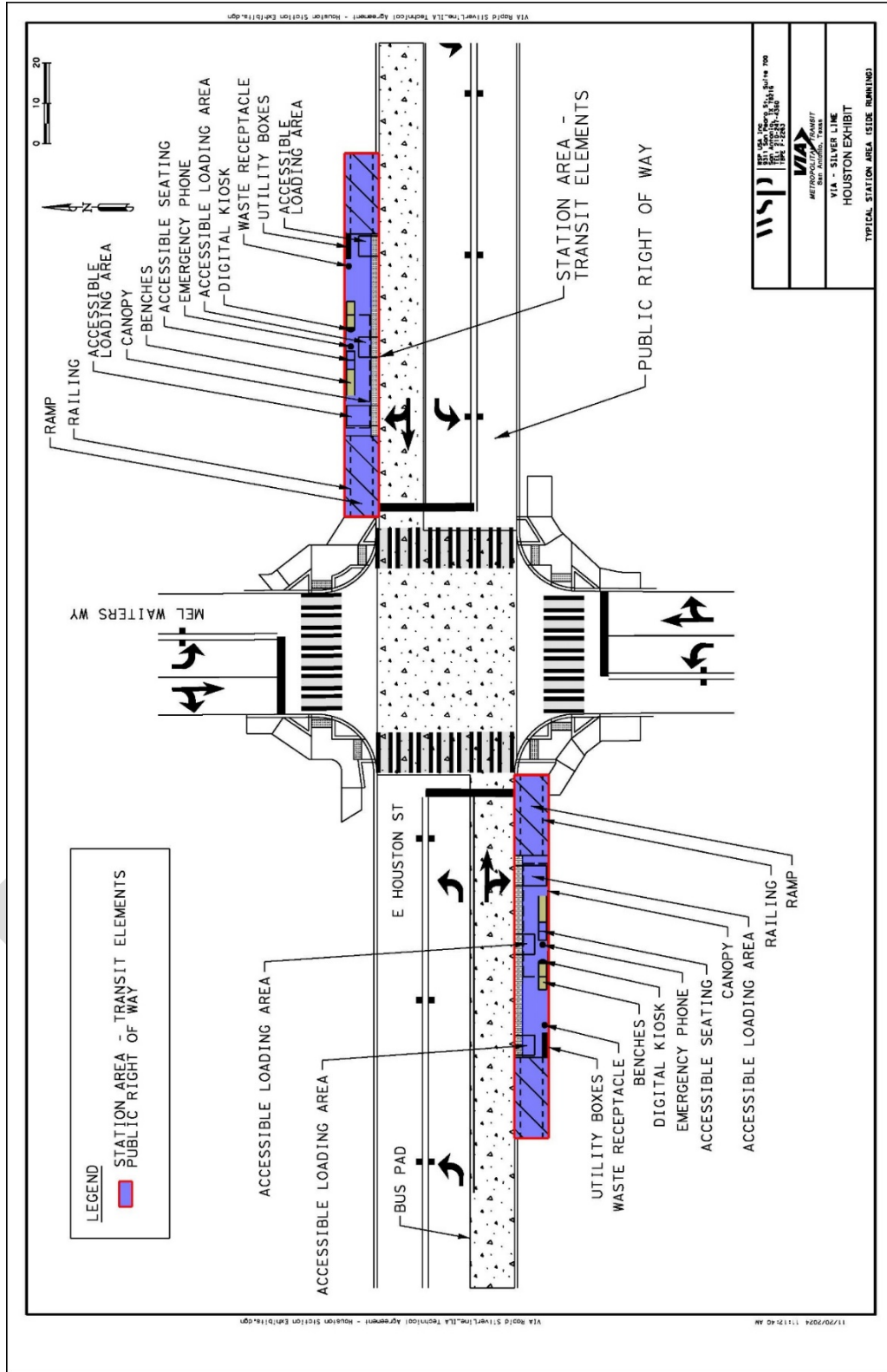


Exhibit 3: Transit Elements at Mel Waiters Way Station on East Houston Street

**Table 1: Station Area Transit Elements**

Transit Elements
Bus Platforms at the Station Area
Ticket Vending Machines at the Station Area*
Ticket Validators*
Signage within the Station Area*
Fencing within the Station Area
Handrails at the Station Area
Detectible Warning Strips at the Station Area
Canopies at the Station Area
Emergency Telephones at the Station Area*
VIA Operated Security Cameras at the Station Area*
Lighting at the Station Area
Benches and Street Furniture at the Station Area
Trash Receptacles at the Station Area
Bike Racks at the Station Area
Curbs and Ramps
Dynamic Message Signs for Next Bus Arrival Information and Emergency Announcements at the Station Area*
Other Station Amenities or Equipment at the Station Area

**Note: Project elements are subject to change and can be revised without an amendment to this Agreement. Basic station amenities will be added to existing stops downtown. They are noted with an asterisk (\*).**

**MR**  
**05/08/25**  
**Item No.**

DRAFT



## **EXHIBIT B**

# **Description of Project Funding for VIA Advanced Rapid Transit East/West Corridor (“Silver Line”) Project**



## **PROJECT FUNDING PARTNERS**

The anticipated capital funding partners for the Project are as follows.

### **Federal Transit Administration (FTA)**

The FTA is the proposed primary funding partner for the ART E/W Corridor Project.

### **VIA Metropolitan Transit (VIA)**

VIA is the metropolitan rapid transit authority, authorized by Texas statute, to provide transit service in the City of San Antonio, 13 suburban member cities and unincorporated Bexar County. VIA will serve as the Project sponsor for the ART E/W Corridor Project and will operate the service. Most of VIA's operating and capital revenues come from local-option sales taxes. The VIA Board of Trustees created a reserve account called the Keep SA Moving (KSAM) Reserve via a board resolution on June 22, 2021. On August 23, 2022, the VIA Board of Trustees set aside and committed unrestricted cash reserves to carry out the Project Development and final design phases of the ART E/W Corridor Project. The KSAM Reserve will fully fund Project Development and will provide a portion of the non-CIG match.

Additionally, San Antonio area voters approved an additional 1/8 cent sales tax in 2020 that will be used to help finance the ART E/W Corridor Project. These future revenues are referred to as Advanced Transportation District II (ATD II) sales tax revenues throughout this financial plan. In accordance with the Keep SA Moving Plan, this financial plan includes language that allows VIA to use unrestricted cash reserve flows to cover the ART E/W Corridor Project capital and operating costs, among other Keep SA Moving project expenditures.

### **Bexar County Local Partnership Funds**

In August 2024, VIA secured local funding through a partnership with Bexar County, will contribute a planned \$100.5 million ATD funds for the construction of the ART E/W Corridor project.

### **Surface Transportation Block Grant Program (STBG)**

The Surface Transportation Block Grant Program (STBG) is a federal program administered by the Federal Highway Administration within the United States Department of Transportation (USDOT) that can be leveraged to provide funding to transit and other transportation projects of local and state significance. These funds have already been committed and have already been spent towards the ART E/W Corridor Project.

## **PROJECT FUNDING SOURCES**

The proposed capital sources of funds, totaling \$289.2 million (YOES), for the ART E/W Corridor Project are summarized below.

The proposed sources of funds, categorized by federal and local funds, are summarized in Table 2.

*Table 1: Sources of Capital Funds: Federal and Local Percentage (YOE\$, Millions)*

Sources of Funds	Total	Percent of Total
FTA Section 5309 CIG Small Starts Grant pre-award	\$8.1	2.8%
FTA Section 5309 CIG Small Starts Grant	\$134.8	46.6%
STBG Funds – Federal Share	\$2.4	0.8%
<b>Total Federal Funds</b>	<b>\$145.3</b>	<b>50.2%</b>
Bexar County Funds	\$100.5	34.8%
VIA Project Funds	\$43.4	15.0%
<b>Total Local Funds</b>	<b>\$143.9</b>	<b>49.8%</b>

*\*The estimation of project costs, amounts of funding and funding sources are preliminary and can be updated without an amendment to the Agreement. Project Funding costs, totaling \$289.2M, are CIG eligible.*



## **EXHIBIT C**

# **Scope Control (Betterments) Policy for VIA Advanced Rapid Transit East/West Corridor ("Silver Line") Project**

## **GOALS OF POLICY**

VIA is authorized to plan, construct and operate the East West ART Project (“Project”) to meet regional public transportation needs in the City of San Antonio. It is the policy of the VIA Board of Directors to develop cost-effective transportation projects by maximizing transit benefits and minimizing project costs. VIA is committed to prudent management of the Project scope, budget, schedule, safety and quality. VIA may receive requests from other parties to enhance the federally approved Project beyond the initial scope. Board approval is required to expand or enhance Project scope once the Project scope, schedule and budget is adopted or otherwise established. This policy guides VIA’s approach to the Project and enables VIA to respond in a consistent and appropriate manner to scope enhancement requests by prioritizing completion of the Project within schedule and budget. The Project is also funded by CIG grant funds from the Federal Transit Administration (FTA), thereby obligating VIA to adhere to the terms of its Full Funding Grant Agreement. FTA requirements as to the use of federal funds to finance Betterments can be found at the following link: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/full-funding-grant-agreements-guidance>.

## **DEFINITION OF A BETTERMENT**

“Betterment” means any element of work not included in the Project scope, not necessary in the normal course of completing the Project scope, not included in the Project definition, nor among the mitigation measures indicated in the final environmental documentation for the Project, and not otherwise required by federal, state or local laws. For utilities relocations, federal funding is limited to the amount necessary to relocate or rearrange the facilities to effectuate a condition equal to the existing utility facilities. Generally, reimbursement would not provide for greater capacity, capability, durability, efficiency or function, or other betterments, except for meeting current state and local codes.

## **SUBMISSION OF A BETTERMENT REQUEST**

VIA’s partners may identify opportunities for enhancements to the Project scope. Partners will submit a request for VIA to integrate an enhancement into the Project. The request will be in writing and provide sufficient information about the enhancement in order for VIA to evaluate the Betterment. Information that must be included in the request is as follows:

- Scope of the proposed Betterment
- Estimated capital cost of the proposed Betterment (design, construction)
- Estimated cost of the proposed Betterment if VIA expected to maintain (operations and maintenance)
- Sources of funding for the proposed Betterment including any request that it be funded by the Project
- Proposed schedule

- Explanation of why the Betterment should be delivered as part of the Project including:
  - Technical feasibility
  - Impact on transit ridership
  - Impact on safety and security effectiveness
  - Project-level cost effectiveness

## **REVIEW OF BETTERMENT REQUESTS**

VIA will determine whether to implement a Betterment as part of the Project and may deny any request for a Betterment in its sole discretion. Before agreeing to construct any Betterment, VIA will evaluate the technical feasibility of, and costs associated with the Betterment. VIA will implement a Betterment only if, in its sole discretion, there is no adverse impact to the Project's scope, schedule, or budget. VIA may also consider whether the Betterment leads to higher transit ridership and greater Project-level cost effectiveness. All increased design and construction costs as well as operations and maintenance ("O&M") costs for a period equal to the useful life of the facility, as well as any administrative costs resulting from the incorporation of Betterment must be funded by the partner requesting the Betterment. Federal funds cannot be used to finance a Betterment.

## **IMPLEMENTATION OF BETTERMENT REQUESTS**

Before VIA implements any Betterment, the parties must enter into a formal agreement that commits the partner to pay all increased costs resulting from the incorporation of the Betterment and allocation of responsibility for operations and maintenance of the Betterment. If VIA determines there is a potential risk to the Project schedule or budget associated with the Betterment, the parties must enter into a written agreement identifying the risks, and the partner will be financially liable for any increased costs to mitigate the risks and for any impact to the schedule or budget resulting from the inclusion of the Betterments. This written agreement must be executed prior to any work on the Betterment.

***This draft policy will be replaced with the policy adopted by the VIA Board of Directors without an amendment to this agreement.***



## **EXHIBIT D**

# **VIA Advanced Rapid Transit Design Criteria Manual**

*(pages to follow)*



## ADVANCED RAPID TRANSIT

### Design Criteria



Revision	Date	Notes
Rev A	October 30, 2024	
Rev 0	February 17, 2024	

Prepared By



Firm Number 1481

February 17, 2025