



**RCA
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

AGENDA ITEM NO.: 22
AGENDA DATE: Thu 04/22/2004
PAGE: 1 of 2

SUBJECT: Authorize execution of an Interlocal Agreement with the University of Texas at Austin, Center for Transportation Research, for the Triangle Transportation Study, in an amount not to exceed \$100,000.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$75,000 is included in the Fiscal Year 2003-2004 Amended Capital Budget of the Transportation, Planning & Sustainability Department; \$25,000 will be contributed by the developer and held in escrow as a condition of the developer's Site Development Permit.

FISCAL NOTE: A fiscal note is attached.

REQUESTING Transportation, Planning **DIRECTOR'S**
DEPARTMENT: and Sustainability **AUTHORIZATION:** Austan Librach

FOR MORE INFORMATION CONTACT: Tom Forrest, 974-2244; Janet Howard, 974-2939; Sylvia Arzola, 974-6448

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

The Triangle Project, bounded by Guadalupe Street, North Lamar Blvd., and West 45th, is proposed to include various uses that will impact traffic levels in the surrounding neighborhoods. Those uses include a grocery store, retail, parking garages, apartments, restaurants, recreational facilities and other related facilities.

The citizens' group involved in the development of the Triangle property requested that an outside consultant conduct a transportation study to assess the impact of proposed uses on the surrounding transportation network. The City and the developer have agreed to share the cost for a district traffic study to be known as the "Triangle Transportation Study." The developer, Simmons Vedder & Co. will contribute \$25,000 for the study.

This action will authorize the City to enter into an agreement with UT-Austin Center for Transportation Research to prepare the study. The study will identify measures to mitigate existing and anticipated mobility issues.

The scope of the Study is to create a plan that includes the following:

- Encourages pedestrian and bicycle traffic to and from local businesses, public transit access points, and surrounding neighborhoods;
- Examines how pedestrian and bicycle traffic can be safe and efficient;



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PAGE: 2 of 2**

- Maintains vehicular movement in an efficient manner while minimizing the use of residential streets by automobile traffic passing through the area;
- Integrates the needs of students and clients for the Texas School for the Blind;
- Proposes methods to facilitate pedestrian and bicycle access to the Triangle Development and other commercial developments from nearby State office buildings;
- Evaluates locations of Capital Metro bus stoops, particularly in regard to inclusion of Park and Ride automobile parking spaces.

During development of the study, two public meetings will be held to solicit input. Upon conclusion, the study will be presented to City boards and commissions prior to presentation to the City Council.

**CIP BUDGET
FISCAL NOTE**

DATE OF COUNCIL CONSIDERATION:

22-Apr-04

WHERE ON AGENDA:

Resolution not required

DEPARTMENT:

Transportation Planning and Sustainability

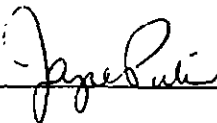
Description: Authorize execution of an Interlocal Agreement with the University of Texas at Austin, Center for Transportation Research, for the Triangle Transportation Study, in an amount not to exceed \$100,000.

FINANCIAL INFORMATION:

Project Name:	Triangle Development Traffic Study
Project Authorization:	2003-2004 Amended Capital Budget
Funding Source:	1998 General Obligation Bonds, P1
Fund/Agency/Orgn:	8780-607-2480

Total Current Appropriation	\$75,000.00
Unencumbered Balance	\$75,000.00
Amount of this Action	<u>(\$75,000.00)</u>
Estimated Available	<u><u>\$0.00</u></u>

Financial Approval: _____



Date: 04/01/04

INTERLOCAL AGREEMENT
Triangle Transportation Study

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Interlocal Agreement (Agreement) is made and entered into by and between the City of Austin, a home rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee (CITY) and the UT-Austin Center for Transportation Research, The University of Texas at Austin, a state component institution of The University of Texas System (UT-AUSTIN). In consideration of the mutual covenants and promises stated in this Agreement, the parties agree as follows:

WHEREAS, a certain real property located between Guadalupe Street, North Lamar Boulevard and West 45th Street (the Triangle) in Austin, Travis County, Texas is being developed;

WHEREAS, the development will include a proposed grocery store, retail stores, parking garages, residential apartments, restaurants, recreational facilities, open space and other related facilities that may affect traffic levels in the surrounding neighborhoods;

WHEREAS, the developer of the property and the CITY have agreed to share the cost of a "district traffic study" known here as the Triangle Transportation Study (Study) in the general vicinity of the Triangle;

WHEREAS, the CITY has determined the scope and nature of the Study after input from the primary stakeholders (Stakeholders); and

WHEREAS, the CITY wants the UT-Austin Center for Transportation Research, to prepare the Study in accordance with the scope and nature outlined in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and UT-AUSTIN agree as follow:

Section 1. Statement of Services to be Performed. The Study by UT-AUSTIN will be prepared in accordance with the Scope and Nature of Work as described in Exhibit A, Section I Scope And Nature Of Work of this Agreement.

Section 2. Basis of Calculating Reimbursable Costs. The Budget for this Study, including a breakdown of costs is included in Exhibit A, Section II Estimated Monetary Amount of this Agreement.

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Section 3. Agreement Amount. The total due from the CITY to UT-AUSTIN under this Agreement will not exceed \$100,000.

Section 4. Payment of Services. The CITY will pay for services received from appropriation items or accounts of the CITY from which like expenditures would normally be paid, based upon vouchers drawn by UT-TEXAS. The CITY's payment obligations are payable only and solely from funds appropriated and available for the purpose of the Study. The absence of appropriated or other lawfully available funds will render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid will be refunded to UT-AUSTIN.

Payments for services performed will be billed and paid as follows:

- A. One-half of the total Agreement amount (\$50,000) within thirty days after the approval and execution of this Agreement; and
- B. The remaining costs, up to a total of \$100,000, within 30 days after delivery by UT-AUSTIN and acceptance by the CITY of the anticipated deliverables, as set out in Exhibit A, Section I Scope and Nature of Work, Subsection B. Anticipated Deliverables of this Agreement.
- C. Payments under this Agreement will be made payable to the University of Texas at Austin, *make reference to the Triangle Transportation Study Interlocal Agreement* and will be submitted to the following address:

The University of Texas at Austin
Office of Accounting
P.O. Box 7159
Austin, Texas 78713-7159

UT-AUSTIN agrees to exert its best efforts to accomplish the Study within the Total Agreement Amount specified above. UT-AUSTIN will limit its expenditures to Total Agreement Amount and will suspend work, if necessary, should a revised amount need to be mutually established and this Agreement amended. The CITY will pay UT-AUSTIN an amount equal to its expenditures and reasonable overhead in conducting the Study and completing the Scope and Nature of Work, subject to a maximum expenditure limitation stated in this Agreement. UT-AUSTIN will expend such funds for wages, supplies, equipment, travel and other operational expenses in connection with the Scope and Nature of Work under this Agreement. It is understood that UT-AUSTIN may transfer funds within the applicable Estimated Monetary Amount, as needed, without CITY's approval, as long as such transfers do not effect a change in the Scope and Nature of Work under this Agreement. It is also understood that uncommitted and unexpended funds remaining at the termination of the this Agreement (if any) will be returned or not billed to the CITY.

Section 5. Schedule and Terms of Agreement. The Study will begin immediately upon execution of this Agreement and will proceed as set out in Exhibit A, Section III Schedule of this Agreement. UT-AUSTIN agrees to exert its best efforts to accomplish the Study within the mutually agreed period of performance stated in this Agreement.

Section 6. Termination. This Agreement may be terminated by the written agreement of both parties. In the event that either party is in default of its material obligations under this Agreement and fails to remedy such default within sixty days after receipt of written notice thereof, the Agreement may be terminated at the option of the party not in default upon expiration of the sixty day period. Termination or cancellation of the Agreement will not affect the rights and obligations of the parties accrued prior to termination. Upon termination the CITY shall pay UT-AUSTIN for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment. UT-AUSTIN is not responsible for delays beyond UT-AUSTIN's reasonable control.

Section 8. General Provisions.

- A. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.
- B. Severability. If any word, phrase, clause, sentence, paragraph, section or other portion of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of the Agreement shall not be affected by the invalidity and shall be construed as if the invalid portion was not contained in the Agreement. The provisions of this Agreement are expressly deemed severable for this purpose.
- C. Cooperation. The parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- D. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter of this Agreement.
- E. Amendments. Any amendment of this Agreement must be in writing and signed by the authorized representative of each party to this Agreement.
- F. No Amendment of Other Agreements. Unless otherwise expressly stipulated in this Agreement, this Agreement is separate from and is not an amendment or modification of any other agreement between the parties.
- G. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. Both parties recognize that the CITY is subject to the Texas Open Records Act and unless accepted by that Act, documents in the CITY's possession are subject to public disclosure.

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- H. Venue. Venue for any action arising hereunder shall be in Travis County, Texas.
- I. Notices. Notices to be provided under this Agreement is sufficient if forwarded by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of a party as shown below:

CITY: Austan Librach, P.E., AICP
Director - Transportation, Planning & Sustainability
City of Austin
P.O. Box 1088
Austin, Texas 78767-1088
cc: Janet Howard

UT-AUSTIN Jan Slack, Contracts Manager
Center for Transportation Research
3208 Red River, Suite 200
Austin, Texas 78705-2650
cc: Randy Machemahl

- J. Effective Date. This Agreement shall be effective from the date of execution by the authorized representative of each party.

APPROVED AS TO FORM:

CITY OF AUSTIN:

Assistant City Attorney

By: _____
Austan S. Librach, Director
Transportation, Planning & Sustainability

Date: _____

UT-AUSTIN:

By: _____
Debra Stevens
Business Contracts Administrator

Date: _____

EXHIBIT A

Triangle Transportation Study

I. SCOPE AND NATURE OF WORK

UT-Austin agrees to assess the transportation network of the proposed Triangle Development Project, and other known proposed developments in the project area, and identify measures to mitigate existing and anticipated mobility issues.

A. Anticipated Services:

1. Create a plan that will encourage pedestrian and bicycle traffic to and from:
 - Local business (including those in the Triangle development)
 - Public transit access points
 - The surrounding neighborhoods
2. The study will examine how pedestrian and bicycle traffic can be made safer and efficient. No recommendations shall conflict with any American with Disabilities, Architectural Barriers Act, Texas Accessibility Standards or City standards. Alternate standards may be proposed, but will require sufficient documentation for presentation to the regulatory agency for consideration.
3. The plan should maintain vehicular movement through the area in an efficient manner, while minimizing the use of residential streets by automobile traffic passing through the area (i.e., cut-through traffic).
4. Integrate the special wayfinding needs of the students and clients for the Texas School for the Blind, who use this area extensively for orienteering training. Orienteering sessions can be readily arranged for members of the Study team.
5. Propose methods for facilitating pedestrian and bicycle access to the Triangle Development, and other commercial developments from nearby State office buildings.
6. Evaluate locations of Capitol Metro bus stops, particularly in regard to inclusion of Park and Ride automobile parking spaces (approximately 200) within the Triangle Development.
7. Lead a minimum of three public meetings including a presentation related to the following:
 - Project Scope
 - Project Overview
 - Project Schedule
8. Attend eight Pedestrian Master Plan project meetings for the primary purpose of coordinating GIS technical issues and integrating the work of both projects.
9. Make one presentation at each of two CITY Board or Commission meetings, to be determined by CITY, before making a presentation to the City Council.

B. Anticipated Deliverables:

1. GIS-based inventory map of existing pedestrian infrastructure, bicycle and mass transit facilities. Provide extensive GIS/GPS field condition inventory and data dictionary on CD. Condition list for inventory is to be finalized with the CITY prior to commencement of fieldwork.
2. GIS-based map depicting location and prioritized rank of projects proposed via this Plan in accordance with established Pedestrian Master Plan protocols.
3. Methodology for prioritizing infrastructure projects compatible with that developed for the Pedestrian master plan.
4. Prioritized list of improvement projects for the alternative transportation network.

5. Written report detailing existing condition assessment conclusions and recommendations for achieving project goals..
6. Electronic versions of all GIS projects, including GIS layers and GIS metadata on CD. The format for all GIS deliverables is required to be compatible with existing CITY software and hardware, such as ArcGIS 8.3. GIS deliverables are required to be compatible with CITY's existing Geographic Information System capabilities and current projects, such as the CITY's addressing system (ABBE). GIS deliverables should be in the coordinate system used by the CITY: State Plane, Zone 5376/Central, NAD 83, Feet. GIS metadata should follow FGDC guidelines and GPS accuracy should be one meter.

C. Information Resources. Information related to the Study provided by CITY is to include:

1. GIS layers for existing facilities, factors and pedestrian generators such as public transit routes, bicycle routes, speed limit, traffic calming measures, signalized intersections, state and government offices, major employers, schools, libraries, recreation centers, police and fire stations, hospitals, pedestrian and cyclist accident and fatalities. Information related to homeland security issues may not be distributed to the public, COA staff will review protocols with Study team as needed.
2. 2003 aerials for the Study area. Planametrics will be furnished as they become available from the CITY's consultant on these planametrics
3. Transportation issues and existing condition surveys recorded by citizens in the Adopted Neighborhood Plans for Hyde Park, North Loop, Brentwood, West University, North University and Hancock Neighborhoods.
4. Information regarding proposed new developments from site development permits applications, and other planning activities with the CITY.
5. Speed counts performed by the CITY on both weekdays and weekends.
6. Traffic Impact Analysis previously performed for the Triangle Development Project.
7. Current Site Plans and information on the Triangle Development Project.

D. Technical Point of Contact

CITY:
 Janet Howard, Project Manager
 Transportation, Planning & Sustainability
 P.O. Box 1088
 City of Austin, Texas 78767
 Ph. (512) 974-2939
janet.howard@ci.austin.tx.us

UT-AUSTIN
 Randy Machemahl, Director
 Center for Transportation Research
 3208 Red River, Suite 200
 Austin, Texas 78705-2605
 Ph. (512) 232-3100
rhm@mail.utexas.edu

II. ESTIMATED MONETARY AMOUNT

<u>Salaries</u>	<u>Time (Months)</u>	<u>Total</u>
Professional		
Zhang	1	\$ 8,000
Machemehl	1	10,000
Harrison	0.5	6,000
Handy	0.25	3,000
Graduate Students		
GRA	7	8,400
GRA	7	8,400
GRA	2.5	3,000
Support Services		
Shafer	2	6,000
McFadden	2	6,000
CTR Support	2	<u>6,000</u>
Total		\$64,800
Fringe Benefits @ 29% of Direct Salaries		\$18,792
Supplies, expendable		1,365
Susan Handy Travel (Dr. Handy is a faculty member of the University of California at Davis. Partial reimbursement of travel expenses to facilitate her participation.)		<u>2,000</u>
Total Direct		\$86,957
Overhead @ 15% of Direct Costs		<u>\$13,043</u>
Grand Total		<u>\$100,000</u>

III. SCHEDULE:

Execution of Agreement	Begin Study
Within 30 days after beginning Study	1 st public meeting
Within 60 days after beginning Study	2 nd public meeting
Within 100 days after beginning Study	3 rd public meeting
Through December 2004	Ongoing coordination with COA Pedestrian Master Plan