

RESOLUTION NO. 20051020-007

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City authorizes the negotiation and execution of an Interlocal Agreement with Hays County, Travis County, Williamson County, the City of Round Rock and the Central Texas Regional Mobility Authority, for joint funding and oversight of a Mobility Plan Study for review of the Capitol Area Metropolitan Planning Organization's "Mobility 2030 Plan," in substantially the form attached as Exhibit A.

ADOPTED: October 20, 2005

ATTEST:


Shirley A. Brown
City Clerk

EXHIBIT A

INTERLOCAL AGREEMENT FOR MOBILITY PLAN STUDY

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of October, 2005, by and between TRAVIS COUNTY, WILLIAMSON COUNTY, the CITY OF AUSTIN, the CITY OF ROUND ROCK, HAYS COUNTY and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “CTRMA”) (collectively, the “Funding Parties”), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, on July 12, 2004, the Capital Area Metropolitan Planning Organization (“CAMPO”) Transportation Policy Board approved amendments to CAMPO’s 2025 Transportation Plan, authorizing the development of the projects in the CTRMA/TxDOT Regional Implementation Program (the “Program”) as toll roads subject, in certain instances, to conditions imposed by certain clarifying resolutions; and

WHEREAS, the following projects, commonly known as the “Phase 2” toll roads, were added to the 2025 Plan as part of the Program:

US 183 from I35 to SH 71;
SH 71 from I35 to Presidential Boulevard;
290 E from US 183 to SH 130;
290 W (the “Y” in Oak Hill);
Loop 360 from LP 1 North to US 290 West;
SH 45 Southwest from Loop 1 to FM 1626; and

WHEREAS, on June 6, 2005, the CAMPO Transportation Policy Board voted to approve a new long-range transportation plan (the “Mobility 2030 Plan”), which includes the Phase 2 toll roads; and

WHEREAS, on June 6, 2005, the CAMPO Transportation Policy Board also adopted an amendment to the motion to adopt the Mobility 2030 Plan providing for a re-review of the Phase

2 projects through a study to be initiated by the City of Austin and other entities (the "Mobility Plan Study" or the "Study"); and

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions to enter into agreements with one another to mutually provide for governmental functions and services, including planning, streets and roads, and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the Funding Parties have agreed to participate in the Mobility Plan Study; to provide funding therefore; and to designate individuals to provide oversight and guidance during the performance of the Study; and

WHEREAS, the Funding Parties have also agreed that additional parties should participate in the oversight and guidance for the Study as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Funding Parties to be true and correct. It is further found and determined that the Funding Parties have authorized and approved the Agreement by resolution or order adopted by their respective bodies, and that this Agreement will be in full force and effect when approved by each party.

II. ACTION

1. **Governance.** The Mobility Plan Study shall be directed by a “Steering Committee” composed of members appointed by each of the Funding Parties to this Agreement and additional parties as indicated herein. Members shall be appointed as follows:

<u>Entity</u>	<u>Steering Committee Members</u>
City of Austin	2
CTRMA	2
Travis County	1
Williamson County	1
Hays County	1
City of Round Rock	1
State Representative (Williamson County)	1
State Representative (Travis County)	1
TxDOT – Austin District	1
Total	11

Steering Committee members appointed by the Funding Parties shall be members of the governing bodies of those entities. The State Representatives on the Steering Committee shall be members of CAMPO, and shall be agreed upon by a majority of the Steering Committee members designated by the Funding Parties. The TxDOT representative to the Steering Committee shall be the Austin District Engineer. Once all Steering Committee members have been identified the Steering Committee shall elect two of its members to serve as Co-Chairs. The Co-Chairs shall jointly schedule and call meetings, oversee meetings of the Steering Committee, and meet regularly with the Project Coordinator (as defined below) to review the status and progress of the Study.

2. **Scope of Study.** A preliminary draft of the Scope of Work for the Study is attached hereto as Exhibit “A.” The final Scope of Work shall be approved by a vote of the Steering Committee members, and shall then define the work to be performed and the issues to be addressed in the completion of the Mobility Plan Study.

3. **Project Coordination and Oversight.** A Project Coordinator shall be responsible for coordinating the day-to-day activities necessary to perform the Mobility Plan Study, and that individual shall be provided through contractual resources of the CTRMA. The Project Coordinator shall be approved by the Steering Committee as a whole, and shall report regularly to the Steering Committee Co-Chairs on the status and progress of the Study. The Steering Committee shall create a Technical Advisory Committee (“TAC”), comprised of two designees from the CTRMA and the City of Austin; one designee each from Travis County, Williamson County, and the City of Round Rock; and the Executive Director of CAMPO. The TAC shall assist the Project Coordinator with technical issues related to performance of the Study. The primary consultant to be utilized in the performance of the Study is CRA International, Inc. (“CRA”), whose services shall be provided through existing contractual relationships with the City of Austin. CRA shall conduct the research necessary to complete the Study and compile an analysis of the new capacity toll facilities included in the Mobility 2030 Plan. It is anticipated that options will be provided for consideration by the Steering Committee for inclusion in the Study report to be made to CAMPO. To the extent CRA has already commenced work on aspects of the Study (as of the date of this Agreement), such work shall be presented to the Steering Committee and the TAC for review and comment. The Project Coordinator shall be authorized to communicate with representatives of CRA in the performance of the Study.

In addition, the CTRMA shall make available certain of the services and work product of its Traffic and Revenue Engineering Consultant retained for financial analysis of Phase 2 Projects. CRA and the CTRMA’s Traffic and Revenue Engineering Consultant shall be authorized to communicate directly with one another to exchange technical data and information, subject to the oversight of the Project Coordinator, Steering Committee and TAC. Additionally,

TxDOT shall provide cooperation and reasonable access to information related to these Phase 2 Projects.

4. **Funding.** Each of the Funding Parties to this Agreement has committed funding in an amount not to exceed that reflected on the following table:

<u>Entity</u>	<u>Maximum Funding Amount</u>	<u>Allocable Share</u>
Williamson County	\$25,000	0.0727 (7.1%)
Travis County	\$25,000	0.0727 (7.1%)
City of Round Rock	\$25,000	0.0727 (7.1%)
CTRMA	\$125,000	0.3634 (35.3%)
City of Austin	\$144,000	0.4186 (40.68%)
Hays County	\$10,000	0.0282 (2.82 %)

Payment for compensable services (i.e., currently anticipated to be CRA and the Project Coordinator) provided for the Study shall be made by the party to this Agreement having the contractual relationship with the person or entity providing the services. The party making payment shall then be reimbursed by each of the other Funding Parties in an amount determined by multiplying the cost of the compensable services by each party's allocable share of the funding, as reflected on the above table. For example, if the City of Austin receives an invoice from CRA for \$50,000 for services related to the Study, the City of Austin shall notify each of the other Funding Parties, who shall then pay to the City their allocable share of the expense based on the percentages shown above – \$3,635 each for the counties and the City of Round Rock; \$18,170 for the CTRMA. In no event shall a Funding Party be obligated to contribute more than the "Maximum Funding Amount" shown above, and it shall be the responsibility of the Project Coordinator to manage work and present to the Steering Committee a budget for expenditures that does not exceed the aggregate total of the Maximum Funding Amount.

5. **Process.** The Steering Committee shall hold a minimum of one meeting each month. Except as provided herein, meetings shall be open to the public for observation purposes only. The Steering Committee may vote to discuss certain matters in private if public discussion of those matters could undermine the availability of information; prejudice the independence of the Study; or compromise confidential data provided by others (including parties to this Agreement) pursuant to appropriate confidentiality agreements. In the event confidential information is to be received or discussed, Steering Committee members may be required to execute confidentiality agreements. Notwithstanding the foregoing, the Steering Committee may vote to accept public comment at certain meetings, and the Co-Chairs may establish protocols for the receipt of public comment. Although the Steering Committee is not subject to the Texas Open Meetings Act, notices of meetings shall be posted, at a minimum, seventy-two (72) hours in advance of each meeting on the websites of the CTRMA and the City of Austin. The Steering Committee will hold at least one public meeting to receive public comment at which a representative from CRA will attend.

The Steering Committee shall conduct two public meetings after a draft report has been made available and its release has been authorized by the Steering Committee. Following the public meetings the Project Coordinator shall work with the consultants to finalize the Study report. It is not anticipated that either CRA or the CTRMA's Traffic and Revenue Engineering consultant will have a direct role in public meetings other than as a resource for the Steering Committee and the Project Coordinator. The final report shall be presented to the Steering Committee, and, if accepted, the Steering Committee shall present the final report to CAMPO (with the assistance of the Project Coordinator and the consultants). Any member of the Steering Committee who disagrees with any findings or conclusions of the Study may submit a dissenting

report which shall be distributed to CAMPO members at the same time as the report that was accepted by the Steering Committee.

III. GENERAL AND MISCELLANEOUS

1. **Term and Termination.** This Agreement shall continue in force and effect for _____.
2. **Steering Committee Actions.** A quorum of the Steering Committee must be present (in person or via conference call or proxy) to vote on any matters requiring Steering Committee action. Actions requiring a vote of the Steering Committee will be deemed approved upon a vote of a majority of the Steering Committee members present. In the event of a tie vote, the measure will be deemed to have failed. Steering Committee members must be present at meetings (or participate via conference call or proxy) in order to vote on matters before the Committee. Proxies may utilized only if the designated Steering Committee member has provided an affidavit to one of the Steering Committee Co-Chairs designating their proxy and authorizing that individual to vote on any matters before the Committee. Proxies for Funding Party Steering Committee members must be either another member of that elected body or that entity's representative(s) on the TAC. For Steering Committee members from other than Funding Parties, proxies must be individuals employed by the same entity as that Steering Committee member and must be under their direct supervision and control.
3. **Payment from Current Revenues.** Each of the parties paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party.
4. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Funding Parties regarding any other subject matter

and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Funding Parties.

5. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the Funding Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by all Funding Parties.

6. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Funding Parties nor to create any legal rights or claim on behalf of any additional party. None of the Funding Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by all Funding Parties to this Agreement and authorized by their respective governing bodies.

8. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Funding Parties shall be construed and enforced in accordance therewith. The Funding Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

9. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Funding Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Funding Parties have executed and attested this Agreement by their officers thereunto duly authorized.

HAYS COUNTY

By: _____
Jim Powers, County Judge

TRAVIS COUNTY

By: _____
Sam Biscoe, County Judge

WILLIAMSON COUNTY

By: _____
John Doerfler, County Judge

CITY OF AUSTIN

By: _____
Toby Hammett Futrell, City Manager

CITY OF ROUND ROCK

By: _____
Jim Nusc, City Manager

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein, Executive Director

[ADD SIGNATURE BLOCKS FOR STATE REPS AND TXDOT ACCEPTING
PROCEDURAL TERMS]

EXHIBIT A- PRELIMINARY SCOPE OF WORK

[Following is a proposed scope of work for Charles Rivers Associates (“CRA”) that is a combination of the original scope of work , as designated in Exhibit A of the Austin City Council Resolution of March 9, 2005, and an expanded scope of work proposed by Austin City Council Member Brewster McCracken after working with various stakeholders in the study process. **Note: A FINAL SCOPE OF WORK MUST BE APPROVED BY THE STEERING COMMITTEE BEFORE BEGINNING THE STUDY.]**

Scope of Work

Task 1 - Will the Phase 2 Toll Plan cover its costs and produce surplus revenues that could be used to fund additions to the system approved by CAMPO?

1. Review the CAMPO model, especially as it relates to managed lanes and toll facilities with parallel frontage roads, as follows:
 - a. The model data sets
 - b. The model toll forecasting compatibility
 - c. The model toll forecasting accuracy
2. In light of this review, analyze the following:
 - a. What usage level assumption can be made based on data currently available and based on the preliminary Traffic & Revenue analysis conducted by Vollmer?
 - b. What cities and road comparisons exist to gauge the effect of charging various toll rates on demand for the roads?
 - c. What cities and road comparisons exist to compare the proposed system and the usage/toll rates on existing managed lanes and /or toll facilities with parallel free frontage roads?
 - d. How do tolls at these prices affect the projections in the toll feasibility studies?
 - e. Based on what other toll agencies have done, what is a reasonable range of toll rates?
 - f. How do the toll rates for the roads in the Phase 2 Plan compare to the toll rates for urban toll roads in cities across the U.S.?
 - g. In the planning process, when and how are toll rates normally analyzed and then set?

3. How does the CAMPO area's percentage of highway lane miles scheduled to be tolled compare to the rate of tolling in other American metropolitan areas? What are the projected number of lane miles and projected percentage of tolled lanes in the comparison cities? What is the current and projected congestion index in those cities?

Task 2 -

Will the Phase 2 Plan toll system generate sufficient revenue as a system to cover the costs of bond financing, extra construction costs as toll facilities and operations and maintenance costs?"

1. Detail the assumptions underlying the analysis.

Task 3 -

How much surplus revenue, if any, will the Phase 2 Plan as a system generate after all financing costs, construction costs and operations and maintenance costs are paid?

1. Detail the assumptions underlying the analysis. .

Task 4 – If the Phase 2 Toll Plan is not implemented, what are the alternatives? What are best practices from other cities to finance and implement infrastructure? Why and how are they different? What are the net costs, whether tax or user fees, to the citizens of that region?

1. How does the TxDOT/CTRMA Phase 2 Toll Plan differ from the plans submitted to the Texas Transportation Commission in 2004 by the other seven Texas metropolitan areas?
 - 1a. Prepare a historical perspective on the congestion index for the present, ten years ago and twenty years ago, including comparisons to reflect relative baseline situation in the other seven Texas metropolitan areas.
2. What approaches are appropriate other metro areas in the United States taking?
 - 2a. How could user-based systems be utilized to assist the Envision Central Texas ("ECT") land use model? How could a regional mix of user-based roadways and tax based roadways be structured to assist/align with the ECT land use recommendation?
3. Could the capacity in the Phase 2 Plan be built without tolling using the funding described at <http://www.ctrma.org/ppt/21.htm>?
 - a. What effect would this have on the creation of a sustainable transportation system?
 - b. What is the overall sustainability of the region's transportation network? Include in this analysis the future costs of local governments building new lane miles as

well as maintaining current and future transportation systems? How will the liability be bonded? Can it be sustained?

- c. What about the Phase 2 Plan, but excluding Loop 360?
- d. What about the Phase 2 Plan, but for Loop 360 doing only the following:
 - I. building intersection improvements such as overpasses, underpasses or roundabouts to remove stoplights and
 - II. building no extra lanes?
- e. What level of service will Loop 360, RR 620, and other major facilities experience with little or no capacity improvements?

Describe the options for the CAMPO Transportation Policy Board and the costs and benefits of each.

- 4. What alternative financing and traffic management models exist to build this system?
 - a. Analyze options including, but not limited to:
 - I. A mixture of tax supported lanes and high occupancy toll lanes.
 - II. A mixture of tax supported lanes and managed lanes.
 - III. A mixture of tax supported lanes and managed lanes with congestion pricing.
 - IV. Shadow toll support.
 - V. Local option gas tax.
 - b. Analyze each of these above options under two scenarios:
 - I. 1ST SCENARIO: TxDOT pays for the operation and maintenance of the entire highway through the region's distribution of gas tax revenue, and the revenues from the managed lanes stay in the Austin area.
 - II. 2ND SCENARIO: Any revenues realized from the managed lanes are required to be dedicated first to operations and maintenance.
 - c. Discuss the sustainability of each option and the long-term impacts on the region.
- 5. What are the long-term impacts to, and corresponding financial constraints on, the CAMPO 2030 Plan of not utilizing the tolling and system financing options analyzed in Number 4?

Task 5 – Confirm the funds available for the Phase 2 Toll Plan projects in both tolled and non-tolled scenarios including the following assumptions.

1. That TxDOT/CTRMA will fund the right-of-way and utility relocation costs for tolled projects in lieu of the City of Austin and other local entities and the dollar amounts for each. .
2. Identify the effect, if any, on projected toll rates and financing needs if TxDOT/CTRMA must borrow additional funds to pay for right-of-way and utility relocation costs in lieu of the City of Austin and other local entities contributing these funds.

Task 6 – Utilizing the information and analysis in Tasks 1 through 5, determine the following.

1. Which model and scenario in Task 4.4 does the most to reduce traffic congestion and at the same time give the region the opportunity for flexibility and sustainability?
2. Which model and scenario in Task 4.4 has the best cost/benefit to Central Texas residents, keeping in mind long-term sustainability is critical for our future citizens' mobility needs?
3. What is the cost-benefit to Central Texas drivers of the Phase 2 Toll Plan?
 - a. By tolling US 183, SH 71 and US 290W and thereby assuming the operation and maintenance costs for these highways and receiving access to toll revenues, will Central Texas residents realize a net gain or loss in total transportation funding, in the costs of mobility and congestion, and in new or additional facilities?

This analysis should be performed from the perspective of tolling's impact on Central Texas local governments and Central Texas drivers - not from the perspective of the Toll Plan's impact on the TxDOT budget. This analysis should also assess the ramifications and impact of the Phase 2 Toll Plan on Central Texas local governments, and in particular the ramifications of any loss of State highway funding and transfer of operations obligations to Central Texas local governments and residents.