



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2020
AGENDA ITEM #11

Discuss and consider approving an Interlocal Agreement with the Capital Area Rural Transportation System provide funding for the Eastside Bus Plaza transfer facility

Strategic Plan Relevance: Deliver Multi-Faceted Mobility Solutions; Employ a Collaborative Approach to Implementing Mobility Solutions; Invest in Efforts that Extend Beyond Roadways

Department: Administration

Contact: Jeff Dailey, Deputy Executive Director

Associated Costs: \$400,000

Funding Source: FY2020 Operating Budget
Capital Improvement Projects/Projects Under Development

Action Requested: Approve a resolution that authorizes the Executive Director to execute an interlocal agreement with CARTS to provide up to \$400,000 in funding for the Eastside Bus Plaza

Project Description - CARTS is leading an effort to construct and operate a new multimodal transit facility (Eastside Bus Plaza) to provide regional interconnectivity for transit. The Eastside Bus Plaza is located at 363 Shady Lane, Austin 78702, is adjacent to the Mobility Authority 183 South project, and it will provide 134 daily interconnections (12 routes) between CARTS rural routes and Capital Metro local routes. Mobility Authority roadways (i.e. 290 Toll, 183 South, and 71 Toll) will be used by CARTS for travel to and from the facility. A one-story terminal building is planned that will provide passenger waiting areas, restrooms, ticketing facilities, and a one-way bus driveway with bus boarding platforms.

The total project cost is estimated at \$7,540,000 and CARTS has secured \$6,500,000 through several sources including CARTS, CAMPO, and Capital Metro, with participation pending from the City of Austin and the Mobility Authority. CARTS is requesting funding or in-kind participation in the amount of \$640,000 from the City of Austin and \$400,000 in from the Mobility Authority to fully fund the project. The project will be located on 1.78 acres of property owned by the Texas Department of

Transportation and leased to CARTS for a 40-year term, valued at \$750,000.00. CARTS received proposals from contractors for construction and a construction contract was awarded to G. Hyatt Construction, Inc. at their January 30, 2020 Board meeting. Work will start soon, and the facility is scheduled for completion in early 2021.

The table below outlines the funding plan.

Funding Source and Use	Amount
CARTS - Project Development and Construction	\$2,000,000
CAMPO - Project Development and Construction	\$3,000,000
Capital Metro - Project Development and Construction	\$1,500,000
City of Austin - Roadway Rehabilitation and Signals (not confirmed)	\$640,000
Mobility Authority - Project Development and Construction (not confirmed)	\$400,000
TOTAL	\$7,540,000

Note: The total cost includes nearly \$1,000,000 in cost reductions resulting from value engineering negotiations with the contractor.

CARTS has agreed to provide retail space and/or staffing resources necessary for the Mobility Authority to offer electronic tag, pay-by-mail or other toll payment program customer service functions at the facility. Additionally, CARTS will include the Mobility Authority on marketing material for the project and note the Mobility Authority's participation.

Previous Actions/Brief History of the Project/Program - Early in 2019 CARTS approached the Mobility Authority to discuss the possibility of the Mobility Authority to provide funding for the Eastside Bus Plaza. At that time the design and funding plan was under development, and it was anticipated that there would be a significant funding shortfall. The Mobility Authority then started to coordinate and provide technical assistance as part of its effort to plan and develop regional park and ride facilities.

Staff included the Eastside Bus Plaza as a near term opportunity during a briefing at the July 24, 2019 Mobility Authority Board meeting. At that time, it was estimated that the funding need/shortfall was between \$3 million to \$6 million.

During an October 2019 Workshop, the Board had an in-depth discussion about potential involvement in public transit and multi-modal facilities. Staff was directed to develop draft implementation agreements including Mobility Authority funding participation for

Board consideration.

Work continued to finalize the Eastside Bus Plaza design and CARTS issued an RFP for construction on October 11, 2019. CARTS then sent a letter to the Mobility Authority to officially request funding assistance due to an anticipated shortfall of nearly \$2 million.

Proposals were received in November 2019. Since that time staff supported CARTS efforts to refine the roadway design elements and to secure full funding. This resulted in a commitment from the City of Austin to fund roadway improvements and the installation of traffic signals. CARTS also negotiated nearly \$1 million in value engineering reductions in the construction cost. The funding shortfall was significantly reduced and the requested funding support from the Mobility Authority is now \$400,000.

Action requested - Staff requests the Board approve a resolution that authorizes the Executive Director to execute an interlocal agreement with CARTS to provide funding in the amount not to exceed \$400,000 for Eastside Bus Plaza.

Financing - Funding for this project would be provided from the Mobility Authority's General Fund.

Backup Provided: Draft Resolution
CARTS October 30, 2019 letter and attached exhibits
Draft Interlocal Agreement
Presentation

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-0XX

**APPROVE AN INTERLOCAL AGREEMENT WITH
THE CAPITAL AREA RURAL TRANSPORTATION SYSTEM TO PROVIDE
FUNDING FOR THE EASTSIDE BUS PLAZA**

WHEREAS, both the Central Texas Regional Mobility Authority (Mobility Authority) and the Capital Area Rural Transportation System (CARTS) are authorized to design and construct transportation projects to advance regional mobility and connectivity; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, CARTS is currently developing a bus plaza which will include a one-story terminal building providing passenger waiting areas, restrooms, ticketing facilities, and a one-way bus driveway with bus boarding platforms to serve CARTS interregional routes as well as several Capital Metropolitan Transportation Authority (Capital Metro) local bus routes (Eastside Bus Plaza); and

WHEREAS, CARTS will be providing partial funding for the Eastside Bus Plaza and has secured additional financial commitments from the Capital Area Metropolitan Planning Organization, Capital Metro, and the City of Austin; and

WHEREAS, CARTS has requested that the Mobility Authority contribute \$400,000.00 for construction of the Eastside Bus Plaza; and

WHEREAS, the Eastside Bus Plaza is in close proximity to the Mobility Authority's 183 South Project, and Mobility Authority roadways will be used by CARTS for travel to and from the facility; and

WHEREAS, the Executive Director and CARTS staff have negotiated an interlocal agreement to provide for the Mobility Authority's funding contribution as well as to allow for opportunities for the Mobility Authority to occupy retail space to display branding and advertising materials for the Mobility Authority, its pay-by-mail program, its affiliated electronic tag payment programs or other customer service programs at the Eastside Bus Plaza; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement to provide \$400,000.00 for development and construction of the Eastside Bus Plaza, in the form or substantially the same form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed interlocal agreement with the Capital Area Rural Transportation System and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit "A".

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of February 2020.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
CAPITAL AREA RURAL TRANSPORTATION SYSTEM**

This Interlocal Cooperation Agreement (this “**Agreement**”), dated effective as of the last signature date below (the “**Effective Date**”), is made and entered into by and between the Central Texas Regional Mobility Authority, a political subdivision operating under Chapter 370 of the Texas Transportation Code (“**CTRMA**”), and the Capital Area Rural Transportation System, a rural transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”). CTRMA and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

1. CARTS intends to develop and operate a bus plaza for the integration of its regional routes at 363 Shady Lane, Austin, Texas, which will include a one-story terminal building providing passenger waiting areas, restrooms, ticketing facilities, and a one-way bus driveway with bus boarding platforms to serve CARTS interregional routes as well as several Capital Metropolitan Transportation Authority (“Capital Metro”) local bus routes. The project will serve as a hub providing interconnections with and between CARTS rural or regional bus routes and Capital Metro’s local routes. The facility will be located on land owned by TxDOT and is referred to herein as the “**Eastside Bus Plaza**” or “**EBP**”.
2. CARTS and CTRMA agree that conducting certain joint operations with Capital Metro at the Eastside Bus Plaza will benefit the general public as it will provide transportation options enhancing mobility in furtherance of the Parties’ respective missions. The Parties further agree that the Eastside Bus Plaza will be in close proximity to the CTRMA’s 183 South Project, and that it will benefit users of that project by facilitating additional mobility options to travel through the 183 South corridor.
3. Funding for development and construction of the EBP, including roadway rehabilitation and signal work, will come from multiple sources as set forth below:

Funding Source and Use	Amount
CARTS – Project Development and Construction	\$2,000,000
CAMPO – Project Development and Construction	\$3,000,000
Capital Metro – Project Development and Construction	\$1,500,000
City of Austin – Roadway Rehabilitation and Signals	\$640,000
Mobility Authority – Project Development and Construction	\$400,000
TOTAL	\$7,540,000

In addition to the foregoing, the project will be located on property owned by the Texas Department of Transportation (“TxDOT”) subject to an agreement (see Section 2.A.(i) below) valued at \$750,000.00.

4. CARTS has procured construction services for the EBP and has executed a contract therefore in the amount of \$5,599,306.02.
4. CTRMA is willing to contribute certain funding to the construction of the Eastside Bus Plaza in exchange for the consideration granted to CTRMA by CARTS as is outlined in this Agreement.
5. The Parties intend to enter into this Agreement to set forth each Party’s responsibilities with respect to the development, operation and maintenance of the Eastside Bus Plaza pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

AGREEMENT

IN CONSIDERATION OF the duties, obligations and covenants of each party to the other, and other good and valuable consideration, CARTS and CTRMA agree as follows:

1. CTRMA’S ROLES AND RESPONSIBILITIES

- A. CTRMA will make available to CARTS the sum of Four Hundred Thousand Dollars (\$400,000.00) on a reimbursement basis to fund CARTS’ work associated with the construction of the EBP. CTRMA participation will be invoiced by CARTS once a month, such payments being an amount equal to CTRMA’s proportionate share of the construction price but not to exceed, in the aggregate, \$400,000.00. Based on a contracted construction price of Five Million Five Hundred Ninety-Nine Thousand Three Hundred Six Dollars and Two Cents (\$5,599,306.02), CTRMA’s share of the construction price is 7.14%. Each month CARTS will send an invoice and supporting documentation related to the total of construction costs actually incurred for the preceding month, and CTRMA shall (subject to review and confirmation) pay 7.14% of the total amount. Such invoices shall include adequate supporting documentation for those costs associated with project construction, oversight and construction services associated with the EBP.
- B. In addition to the financial assistance described above, CTRMA will provide adequate staff resources to facilitate timely invoice review and prompt payment during the construction of the EBP. This obligation shall terminate after all invoices pertaining to the construction of the EBP have been paid or otherwise settled. CTRMA, including its representatives, will have access to the project in order to inspect progress and confirm work performed provided that any such inspections shall not interfere with ongoing work.
- C. CTRMA’s obligations as outlined in this Section shall be expressly contingent on CARTS meeting each of its responsibilities as are set forth in Section 2 below.

2. CARTS’ ROLES AND RESPONSIBILITIES

- A. CARTS roles and responsibilities in the design, construction and completion of the EBP include each of the following:

- (i). Maintaining the necessary rights from TxDOT to use land for the project. Under the TxDOT MOU and that certain Multiple Use Agreement by and between CARTS and TXDOT, dated effective May 4, 2017, (the “TxDOT MUA”), TxDOT consented to CARTS operating transit services on the Property for an initial term of forty (40) years. CARTS represents that the TxDOT MOU and TxDOT MUA permits CARTS to use the Property for constructing and operating the EBP and mass transit services in accordance with this Agreement. CARTS will take all appropriate measures to remain in compliance with the TxDOT MOU and TxDOT MUA and will prevent any interference with CARTS’ operations at the EBP.
- (ii). Performing its duties and responsibilities under its interlocal agreement with Capital Metro so as to ensure CARTS remains eligible to receive funding in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) from the Capital Metro.
- (iii). Taking such actions as are necessary to secure and receive funding, or in-kind contributions or services, in an amount of up to Six Hundred Forty Thousand Dollars (\$640,000.00) for work on signals and/or pavement from the City of Austin.
- (iv). Taking such actions as are necessary to secure and receive allocated funding of Three Million Dollars (\$3,000,000.00) from the Capital Area Metropolitan Planning Organization (“CAMPO”).
- (v). Contributing a minimum of Two Million Dollars (\$2,000,000) of CARTS’ own funds for the planning, design and construction of the EBP.
- (vi). Development of plans to ensure access to adequate funding for continued operation and maintenance of the EBP following its commencement of operations, either from funding provided by CARTS or made available to CARTS from third-party sources, for a period of not less than ten (10) years.
- (vii). Providing adequate staff for coordination of the planning, design and construction of the EBP.
- (viii). Incorporating the operations and maintenance plan associated with the EBP into CARTS’ fiscal operating budget following the commencement of operations at such facility.
- (ix). Developing branding and related marketing materials for the EBP, including but not limited to route maps and flyers for communications to the public regarding the service and benefits thereof. Such branding and marketing materials shall note the participation of CTRMA in the Project.
- (x). Providing quarterly reports to CTRMA on the status of development and construction phase of the Project.
- (xi). Providing opportunities, at no further cost to CTRMA, for use of retail space and coordinating or arranging the necessary staffing resources for CTRMA to offer electronic tag, pay-by-mail or other toll payment program customer service functions at the Eastside Bus Plaza. CTRMA shall be responsible for costs of any finish-out of the retail space for its use and for staffing the facility for the purpose of CTRMA conducting its business.
- (xii). Providing opportunities for CTRMA to display branding and advertising materials for CTRMA, its pay-by-mail program, its affiliated electronic tag payment programs or other customer service programs at the Eastside Bus Plaza.

(xiii). Recognizing CTRMA's contribution to the project, including CTRMA's approved logo on the materials related to the opening or initial promotion of the Eastside Bus Plaza.

3. **PERMISSION FOR USE.**

CARTS shall grant permission and a license to CTRMA's employees, or contractors, to use the EBP to allow CTRMA to offer electronic tag, pay-by-mail or other toll payment program customer service functions at the EBP. If so CTRMA elects to conduct such activities, it's employees may utilize all areas of the EBP, as appropriate, except that outside of CARTS' operating hours, the only areas within the Passenger Terminal Building at the EBP that CTRMA's employees and contractors may access are a designated bathroom, operator break room and, with respect to a limited number of CTRMA IT employees and contractors, the IT/telecommunications area.

CTRMA's rights to enter upon and use the EBP is limited to the use described above and extends to and includes CTRMA's invitees and members of the general public. CTRMA will not use or occupy any part of the EBP for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rules; (ii) may be dangerous to persons or property, including, without limitation, the storage of any flammable or hazardous substances; or (iii) conflicts with any covenant or obligation of CTRMA under any agreement relating to the EBP or may create a nuisance or disturbance to the surrounding property owned and/or operated by CARTS.

4. **TERM.**

Unless terminated early in accordance with the terms of this Agreement, the term of this Agreement (the "**Term**") will commence on the last date of execution the Agreement by CARTS and CTRMA ("Effective Date") and continue thereafter for a term of ten (10) years at which time this Agreement shall automatically terminate. The Parties may agree to extend the Term by the execution of a written amendment to this Agreement.

5. **COMPLIANCE WITH LAW AND CONTRACTUAL OBLIGATIONS.**

In their respective use and operation of the EBP, the Parties shall comply with all applicable city, state, federal, City ordinances, rules and regulations regarding its work, and OSHA regulations. Each Party, at its cost, shall obtain all necessary or appropriate licenses and permits related to its operations at the EBP.

This Agreement and the Parties' rights under this Agreement are subject the authority of the Federal Transit Administration, the Texas Department of Transportation, and the requirements of any federal grants obtained by the Parties in connection with the EBP.

6. **UTILITY COSTS.**

CARTS will be responsible for all utility costs for the development and operation of the EBP.

7. **TERMINATION:**

A. Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement upon sixty (60) days written notice to

the other for any reason. If CARTS terminates this Agreement for convenience prior to the commencement of operations at the EBP, CARTS will reimburse CTRMA for the total amount of the CTRMA contribution paid as of the termination date.

- B. Termination by CARTS. This Agreement may be terminated by CARTS upon material default by CTRMA in the performance of any covenant or agreement herein required to be performed by CTRMA and the failure of CTRMA to remedy such default within thirty (30) days after receipt of a written notice to remedy the same from CARTS.
- C. Termination by CTRMA. This Agreement may be terminated by CTRMA upon CARTS' default on the performance of any other obligation of CARTS hereunder, and such default has not been cured within thirty (30) days after receipt of written notice of default.
- D. Termination for Failure to Construct. Notwithstanding anything in this Agreement to the contrary, this Agreement will automatically terminate if construction of the EBP has not been completed and/or operations at the EBP have not commenced within eighteen (18) months of the Effective Date hereof (the "Construction/Operations Deadline"), provided that if any delay in completion of construction or commencement of operations is due to regulatory events or the directives of another governmental entity with jurisdiction over the Project (such as direction to stop construction or delay operations due to environmental or archeological issues) or otherwise through no fault or negligence of CARTS, the Parties will meet and confer regarding an appropriate means to address the issues and delays. If an acceptable resolution cannot be agreed upon within twelve (12) months of the Construction/Operations Deadline, this Agreement will automatically terminate. In the event of a termination under this Section 7.D, CARTS will reimburse CTRMA for the total amount of the CTRMA contribution paid as of the termination date.

8. **INSURANCE:**

Each Party shall carry worker's compensation insurance for all of its employees who staff the EBP prior to or following commencement of operations at the EBP. In addition, each Party will carry property and casualty insurance coverage for any equipment and furnishings it installs at the EBP.

9. **LIABILITY.**

TO THE EXTENT ALLOWED BY TEXAS LAW, CARTS AND CTRMA AGREE THAT EACH ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR ITS NEGLIGENT ACTS OR OMISSIONS FOR CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT.

10. **ADMINISTRATIVE APPROVALS.**

CARTS' General Manager and the CTRMA Executive Director will have the authority to negotiate and execute amendments to this Agreement without further action from the CARTS Board of Directors or CTRMA Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective CARTS Board of Directors' and CTRMA Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and

15. NON-DISCRIMINATION, AFFIRMATIVE ACTION, AMERICANS WITH DISABILITIES ACT

CARTS agrees that no person, on the grounds of race, color national origin, age, sex or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the use of the Terminal Area. CARTS will comply fully with all provisions of Public Law 101-336, Americans with Disabilities Act of 1990 to the extent applicable.

16. NON-WAIVER OF RIGHTS

Continued performance by either party hereto of the terms of this Agreement following a default shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of such default shall be construed or act as a waiver of any subsequent default.

17. INVALIDITY OF CLAUSES

In the event that any covenant, condition or clause, herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or clause, shall in no way affect any other covenants, conditions or clauses.

18. ATTORNEYS' FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover interest at the maximum lawful rate, reasonable attorneys' fees and court costs and other expenses of litigation.

19. HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

20. RELATIONSHIP

This Agreement establishes the rights and obligations of each party and it is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or a relationship of landlord and tenant between CTRMA and CARTS.

21. ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not amended or modified except in writing signed by both Parties.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, including by facsimile or e-mail, with the same effect as if both Parties hereto had executed the same document and delivery by facsimile or other electronic means shall be deemed delivery of this Agreement. All such counterparts shall be construed together and shall constitute one instrument.

23. GOVERNMENTAL IMMUNITY

The Parties are governmental entities organized under the laws of the State of Texas. Nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the State of Texas law or the Texas Constitution.

24. CERTIFICATIONS

The Parties certify that: (a) the obligations and services specified above are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 791; and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its authority.

25. PAYMENTS FROM CURRENT REVENUES

The Parties each agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party. The Parties each affirmatively find that the performance of this Agreement in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of responsibilities and costs associated with this Agreement fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement is hereby executed by CARTS and CTRMA as of the dates set forth below, to be effective as of the Effective Date.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

**CAPITAL AREA RURAL
TRANSPORTATION SYSTEM**

By: _____
Mike Heiligenstein
Executive Director

By: _____
David Marsh
General Manager

Date: _____

Date: _____



October 30, 2019

Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705

RE: Eastside Bus Plaza
363 Shady Lane, Austin Texas 78702

THE CARTS DISTRICT

5300 Tucker Hill Ln
Austin, TX 78612

PO Box 6050
Austin, TX 78762

512/481 1011
f 512/478 1110

RideCARTS.com

Regional transportation for the
non-urbanized areas of Bastrop,
Blanco, Burnet, Caldwell,
Fayette, Hays, Lee, Travis and
Williamson counties.

Dear Mr. Heiligenstein:

Since 2017, CARTS has been performing pre-development, design and engineering activities for the construction of a new regional transit hub which will serve as the interface between CARTS' seven Interurban regional bus routes and Capital Metro's local and crosstown bus routes. We also anticipate this will be the nexus for offering improved commuter offerings from the CARTS nine-county district to the metropolitan area. The Eastside Bus Plaza (EBP) is strategically located at the intersection of E. Cesar Chavez Street and Shady Lane, just west of CTRMA's US 183 South improvement project.

Since March 2018 the CARTS EBP team has been actively working with CTRMA engineering staff which has resulted in several suggestions that have been incorporated into the final design of the project. We continue to work with CTRMA staff on preparing for the CTRMA Board of Directors' consideration of financial participation on improvements to the roadways surrounding the EBP site.

We also have had active and ongoing partnerships with TxDOT, Capital Metro, CAMPO and the City of Austin with each providing, respectively, a 40-year lease of the site, technical assistance and coordination, \$3 million of federal funding, and coordinated development review.

Capital Metro views the Eastside Bus Plaza project as a key component of Project Connect, providing for regional connections throughout the Capital Metro and CAMPO areas. In July 2019, the Capital Metro Board of Directors approved an Interlocal Agreement with CARTS which provides \$1.5 million financial participation toward the project's completion as a shared transit hub for the two agencies.



As development has progressed, elements have been identified for which CARTS is seeking cost participation. Our consultants have identified adjacent roadway and multi-modal elements of the project which could be appropriate for CTRMA participation, potentially through the US 183 South project. These elements include construction of (1) traffic signal on E. Cesar Chavez Street at Shady Lane, (2) widening of 500' of E. Cesar Chavez Street along with roadway pavement repair, mill and overlay from the intersection of Shady Lane to E. 5th Street to accommodate a bus only lane and (3) crack seal and micro-seal overlay of E. 5th Street from Shady Lane to Cesar Chavez as well as Shady Lane from E. 5th Street to Cesar Chavez Street. The attached exhibits delineate these elements.

THE CARTS DISTRICT

5300 Tucker Hill Ln
Austin, TX 78612

PO Box 6050
Austin, TX 78762

512/481 1011
f 512/478 1110

RideCARTS.com

Regional transportation for the
non-urbanized areas of Bastrop,

Blanco, Burnet, Caldwell,
Fayette, Hays, Lee, Travis and
Williamson counties.

On October 11th, CARTS issued a Request for Proposal (RFP) for construction of the EBP, with proposals due November 15th. Within the RFP, there are "deduct alternates" for the roadway pavement work. This will permit CARTS to determine the cost for roadway paving and signal work which can assist us in working with CTRMA staff in determining potential CTRMA financial participation for some or all of the items listed above.

We appreciate you and your staff's continued support and guidance to the EBP Team over these past eight months and look forward to CTRMA's continued partnership in developing multimodal transportation options in Central Texas.

If I can provide additional information or if you have any questions, please let me know.

Thanks for the consideration of these items.

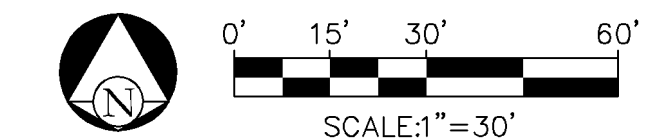
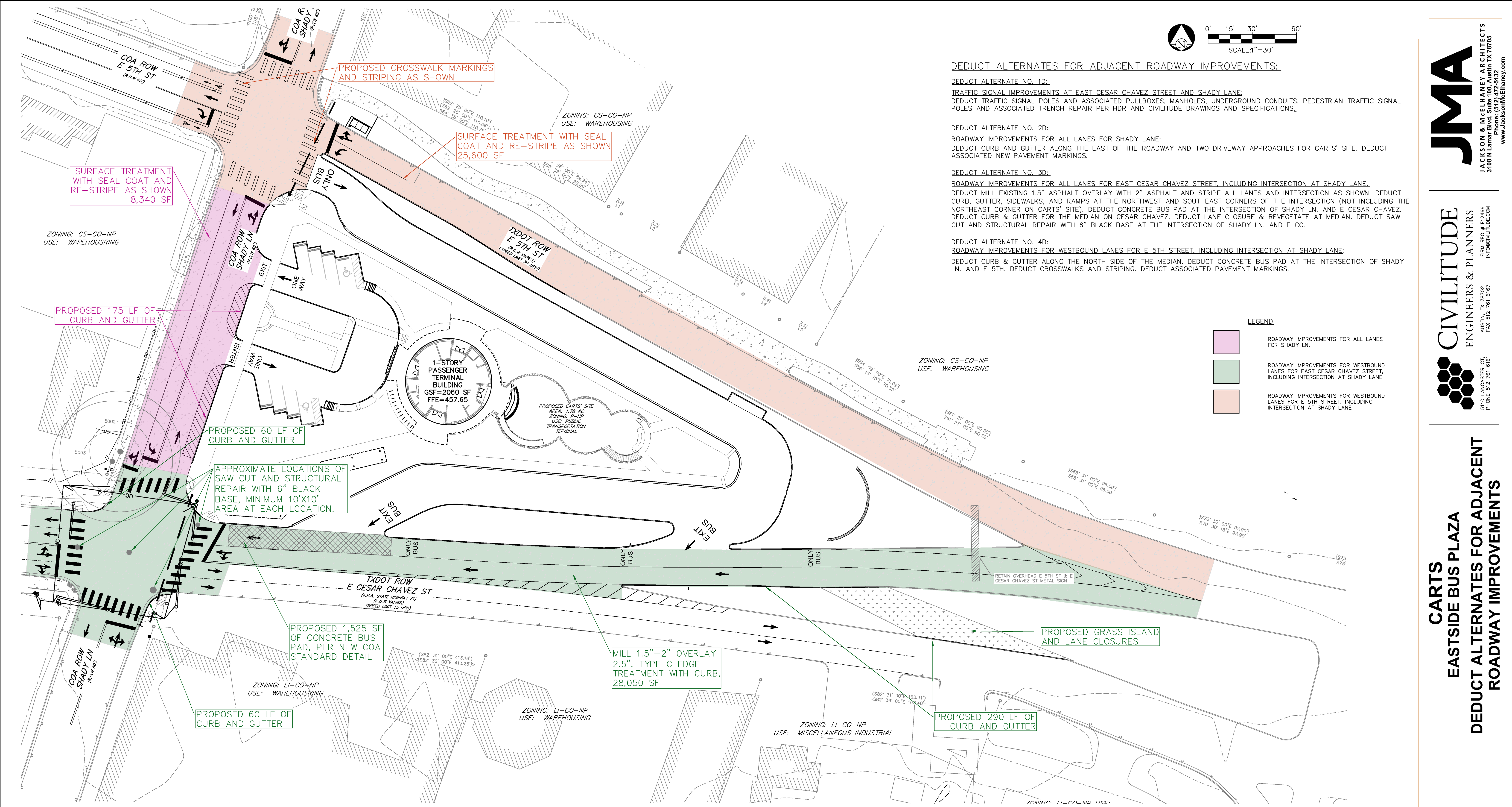
Sincerely,

David Marsh
General Manager

Attachments

cc: Randy Clarke, Capital Metro





DEDUCT ALTERNATES FOR ADJACENT ROADWAY IMPROVEMENTS:

- DEDUCT ALTERNATE NO. 1D:**
TRAFFIC SIGNAL IMPROVEMENTS AT EAST CESAR CHAVEZ STREET AND SHADY LANE:
DEDUCT TRAFFIC SIGNAL POLES AND ASSOCIATED PULLBOXES, MANHOLES, UNDERGROUND CONDUITS, PEDESTRIAN TRAFFIC SIGNAL POLES AND ASSOCIATED TRENCH REPAIR PER HDR AND CIVILITUDE DRAWINGS AND SPECIFICATIONS.
- DEDUCT ALTERNATE NO. 2D:**
ROADWAY IMPROVEMENTS FOR ALL LANES FOR SHADY LANE:
DEDUCT CURB AND GUTTER ALONG THE EAST OF THE ROADWAY AND TWO DRIVEWAY APPROACHES FOR CARTS' SITE. DEDUCT ASSOCIATED NEW PAVEMENT MARKINGS.
- DEDUCT ALTERNATE NO. 3D:**
ROADWAY IMPROVEMENTS FOR ALL LANES FOR EAST CESAR CHAVEZ STREET, INCLUDING INTERSECTION AT SHADY LANE:
DEDUCT MILL EXISTING 1.5" ASPHALT OVERLAY WITH 2" ASPHALT AND STRIPE ALL LANES AND INTERSECTION AS SHOWN. DEDUCT CURB, GUTTER, SIDEWALKS, AND RAMPS AT THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION (NOT INCLUDING THE NORTHEAST CORNER ON CARTS' SITE). DEDUCT CONCRETE BUS PAD AT THE INTERSECTION OF SHADY LN. AND E CESAR CHAVEZ. DEDUCT CURB & GUTTER FOR THE MEDIAN ON CESAR CHAVEZ. DEDUCT LANE CLOSURE & REVEGETATE AT MEDIAN. DEDUCT SAW CUT AND STRUCTURAL REPAIR WITH 6" BLACK BASE AT THE INTERSECTION OF SHADY LN. AND E CC.
- DEDUCT ALTERNATE NO. 4D:**
ROADWAY IMPROVEMENTS FOR WESTBOUND LANES FOR E 5TH STREET, INCLUDING INTERSECTION AT SHADY LANE:
DEDUCT CURB & GUTTER ALONG THE NORTH SIDE OF THE MEDIAN. DEDUCT CONCRETE BUS PAD AT THE INTERSECTION OF SHADY LN. AND E 5TH. DEDUCT CROSSWALKS AND STRIPING. DEDUCT ASSOCIATED PAVEMENT MARKINGS.

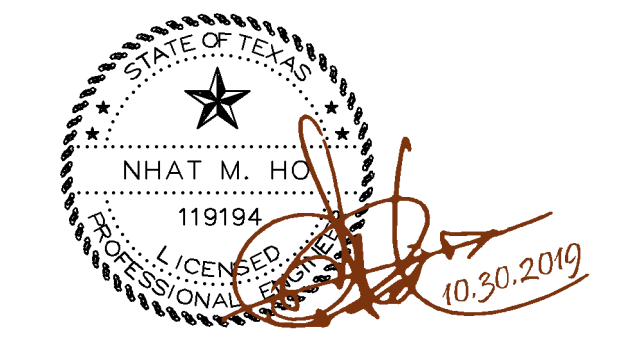
LEGEND

	ROADWAY IMPROVEMENTS FOR ALL LANES FOR SHADY LN.
	ROADWAY IMPROVEMENTS FOR WESTBOUND LANES FOR EAST CESAR CHAVEZ STREET, INCLUDING INTERSECTION AT SHADY LANE
	ROADWAY IMPROVEMENTS FOR WESTBOUND LANES FOR E 5TH STREET, INCLUDING INTERSECTION AT SHADY LANE

NOTE TO CONTRACTOR:
QUANTITIES ARE INTENDED TO MATCH THE PLANS. CONTRACTOR TO VERIFY.

APPROVAL OF THESE PLANS BY THE CITY OF AUSTIN INDICATES COMPLIANCE WITH APPLICABLE CITY REGULATIONS ONLY. COMPLIANCE WITH ACCESSIBILITY STANDARDS SUCH AS THE 2010 STANDARDS FOR ACCESSIBLE DESIGN OR THE 2012 TEXAS ACCESSIBILITY STANDARDS WAS NOT VERIFIED. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ACCESSIBILITY STANDARDS.

SITE PLAN APPROVAL SHEET 6 OF 40
 FILE NUMBER: SPC-2018-0506C APPLICATION DATE: 10/22/2018
 APPROVED BY COMMISSION ON UNDER SECTION 142 ON
 CHAPTER 25-5 OF THE CITY OF AUSTIN CODE CASE MANAGER J SILTALA
 EXPIRATION DATE (25-5-81, LDC) PROJECT EXPIRATION DATE (ORD.#970905-A) DWPZ DIZ



Director, Development Service Department
 RELEASED FOR GENERAL COMPLIANCE: ZONING: P-NP
 Rev. 1 Correction 1
 Rev. 2 Correction 2
 Rev. 3 Correction 3
 Final plan must be recorded by the Project Expiration Date, if applicable. Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and/or a notice of construction (if a Building permit is not required), must also be approved prior to the Project Expiration Date.

JMA
 JACKSON & McELHANEY ARCHITECTS
 3108 N Lamar Blvd, Suite 100, Austin TX 78705
 Phone: (512) 472-5132
 www.JacksonMcElhaney.com

CIVILITUDE
 ENGINEERS & PLANNERS
 AUSTIN, TX 78702 FIRM REG # F12469
 5110 LANCASTER CT, INFO@CIVILITUDE.COM
 PHONE 512 761 6167 FAX 512 761 6167

CARTS EASTSIDE BUS PLAZA
DEDUCT ALTERNATES FOR ADJACENT ROADWAY IMPROVEMENTS

Revisions:

CIVIL DEDUCT-ALTERNATES PLAN
C6-B