

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: June 24, 2014

Subject: **Approval of a Revised Agreement with Georgia DOT for Perimeter CIDs Bike Strategic Plan Funding**

ITEM DESCRIPTION

Approval of a revised agreement between the City of Dunwoody and the Georgia Department of Transportation (GDOT) for the Perimeter Community Improvement Districts (PCIDs) Bike Strategic Plan grant funding.

The City Council approved a previous version of the agreement in November 2013. GDOT has subsequently determined that the agreement needs to be revised to remove references to right of way and construction phases since this project consists of planning only. The revised agreement is attached to this memorandum.

BACKGROUND

The PCIDs have received \$80,000 in funding from the Atlanta Regional Commission (ARC) to develop a bicycle implementation strategic plan. The plan will focus less on bicycle transportation infrastructure needs and more on education, policies, and amenities (bike lockers and racks) that could be implemented to remove barriers to bicycle usage in the PCID area. Programs such as bike rental/sharing will also be considered.

FUNDING

Some City staff time will be required for this project but the project does not require any funding from the City. The \$80,000 grant from ARC will be matched by \$20,000 from the PCIDs.

RECOMMENDED ACTION

Staff recommends approval of the agreement with GDOT to allow for receipt of the \$80,000 of funding.

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF DUNWOODY
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this ____ day of _____, 2014, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **City of Dunwoody**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design), hereinafter referred to as “PE”, all reimburseable utility/railroad relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE activities, right of way acquisitions or construction as specified in Attachment A.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancelation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

4. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and

incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for construction or right of way, as applicable.

5. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

6. The LOCAL GOVERNMENT agrees that all reports, studies, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

THE CITY OF DUNWOODY

DEPARTMENT OF TRANSPORTATION

BY:

BY: _____
Commissioner

Name
Title

Signed, sealed and delivered this _____ day of _____, 2014, in the presence of:

ATTEST:

Treasurer

Witness

Notary Public

This Agreement approved by Local Government, the _____ day of _____, 2014.

Attest

Name and Title

FEIN: _____

ATTACHMENT "A"

Project Number:-- County

Project (PI#, Project #, Description)	Preliminary Engineering		Right of Way		Construction		Utility Relocation		
	Funding	PE Activity by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding	Letting by	Utility Funding by	Railroad Funding by
	(80%)Federal (\$80,000) (0%) State (\$Amount) (20%) LCL GOV (\$20,000) > (\$100,000) 100% Total	Local Gov.	(0%) Federal(\$0) (0%) State (\$0) (100%) LCL GOV (\$0) >(\$0) 100% Total.	Local Gov.	Local Gov.	(0%) Federal (\$0) (0%) State (\$0) (100%) LCL GOV (\$0) >(\$0) 100% Total	100% Local Gov	100% Local Gov	100% Local Gov.

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. *R/W and Construction amounts shown are estimates for budget planning purposes only.

ATTACHMENT ‘B’
0012615 – City of Dunwoody

Proposed Project Schedule

Environmental Phase (N/A)									
Concept Phase (12 months)									
Preliminary Plan Phase (N/A)									
Right of Way Phase (N/A)									
Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)	6/2014	6/2015	NA	NA

Bicycle Implementation Strategy

PI # 0012615

Scope of Work

Phase 1: Groundwork

1.1 Profile Bicycle and Encouragement Practices in Perimeter and Metro Atlanta; Project Kickoff Meeting

As an initial step, the Sprinkle Team will profile existing bicycle encouragement practices in the Perimeter area and Metro Atlanta. This information will be gained through outreach to Perimeter municipalities, major employers, the Atlanta Regional Commission, and Atlanta area bicycle advocacy groups. Inquiries about existing programs or amenities can also be gathered as part of the business/property owners survey described below (Task 1.2).

This task will also include the project kickoff meeting with PCIDs staff and Key Staff from the Sprinkle Team, to review and confirm the scope for the entire project, and clarify data and other needs for initiating the project.

Estimated Cost: \$4,000

Meetings: Not to exceed one (1) – Project Kickoff Meeting

1.2 Map of Existing Infrastructure and Amenities

Using the detailed GIS map we developed for PCIDs' *Commuter Trails Master Plan* as a base, the Sprinkle Team will prepare GIS maps of the Perimeter study area for use in this project. New features will include existing bicycle infrastructure, such as bike lanes (both standard and buffered), shared lanes (marked or with sufficiently low volume that they are experienced as bicycle friendly) and any pathways that are constructed before the commencement of this project. We will also locate any external bike parking (short and long term) and internal bike storage, and employee locker and shower areas identified by the PCIDs' property/ business owners. Sprinkle will provide all maps and data to PCIDs in both hard copy and GIS files.

Estimated Cost: \$3,000

Meetings: None.

1.3 Develop and Conduct Business Forum Event

The Sprinkle Team will develop a kickoff "Business Trends Forum" event for strategically invited stakeholders, such as PCIDs' property owners, business leaders, major tenants, board members, and even the key decision makers of the local governments. At this forum, we will present some of the current trends in premier office and retail markets, including initiatives that are attracting and retaining young professional talent with livable, bike friendly environments. The Sprinkle Team will organize a breakfast or lunchtime business forum event, with invited speakers from national trade organizations such as NAIOP, the Commercial Real Estate Development Association, and the International Council of Shopping Centers (ICSC) – of which Bruce Landis of Sprinkle Consulting is an active member—as well as the Sprinkle Team's experts on the business benefits of Active Transportation: Bruce Landis of Sprinkle Consulting and April Economides of Alta Planning and Design. The panel of speakers will cover emerging trends in office development, lifestyle centers, emerging multi-use development products, retail and dining, and the interplay of each market sector with the emerging trends towards active lifestyles, live/work/play districts, and lifelong communities. The panel-audience discussions will also help your stakeholders understand that accommodation and encouragement of bicycling is not a peripheral fad, but a central element to the continued prominence of Perimeter as a premier office and retail center.

This task will include a walkthrough of the Business Trends Forum event, including a PCID staff review of the presentations by the Sprinkle Team, and the event itself.

Estimated Cost: \$14,000

Meetings: Not to exceed two (2) – Business Forum Walkthrough and Business Forum Event

1.4 Business/Property Owners/Stakeholders Survey

Following on the heels of the business forum, the Sprinkle Team will develop a stakeholder survey for PCIDs' membership and major employers to ascertain which bicyclist and trip profiles they desire most to accommodate and promote within the PCIDs, which is to say, which ones are most strategically aligned with their efforts to keep Perimeter positioned as the premier office and retail market it is. The range of bicyclist and trip profiles includes commuters, visitors, shoppers and recreational cyclists. Within each of these user groups, there are various trip types which may also be more important relevant to the priorities of individual PCIDs businesses and property owners. This survey will draw this information out and help us formulate and prioritize potential strategies for PCIDs. For example, it is very likely that commuters arriving in Perimeter on MARTA and then needing to get to offices will be a high priority for your stakeholders (and an obvious market for) bike share programs, bicycle storage, and encouragement programs. Office workers heading to lunch or running errands, may also be articulated as a high priority of your stakeholders. But what of commuters who live within the Perimeter area, or who come from adjacent communities? Might business travelers arriving for meetings or spending the night in advance of the meeting be a priority? Will meeting the recreational needs of residents or hotel visitors, or the exercise aspirations of office workers—at lunchtime or in the evening—be a priority in the minds of the property and business owners? By surveying these important stakeholders and understanding their priorities, the Sprinkle Team will then effectively recommend and help you develop the programs and initiatives that are best suited to the Perimeter market. These will garner the buy-in of key stakeholders, and thus be more easily adopted (as appropriate) by the affected municipalities or embraced and implemented by property owners and business management.

We will focus on those strategies which are most appropriate to your stakeholders, while at the same time avoid those marginal ones which might be met with skepticism and/or dampen enthusiasm for this plan or otherwise impact the credibility of PCIDs. All subsequent scope tasks will be conducted in light of the results of the business trends forum and this survey, allowing us to prioritize programs and other initiatives that will generate the most traction with the targeted demographics/user profiles, in line with the priorities of the stakeholders.

Estimated Cost: \$4,000

Meetings: None

1.5 Develop Draft Vision, Goals, Objectives, Performance Measures.

The Sprinkle Team will help frame a vision for Perimeter's future, supported by Goals, Objectives and Performance Measures that illustrate how bicycling will help office buildings attract tenants, help businesses attract a talented workforce, and help retail establishments meet the needs of their customers. Drawing on the presentations made in the business forum event and the results of the Stakeholder Survey, we will analyze data and other socio-economic trends for a highly compelling portrayal in the plan of the relationship between a healthy business district with a vibrant workforce and an active transportation system that includes bicycling as a practical and popular mode of transportation an attribute of active metropolitan lifestyles.

This task will include one meeting with PCIDs staff to present and discuss preliminary Vision, Goals, Objectives and Performance Measures.

Estimated Cost: \$9,000

Meetings: Not to exceed one (1) – Preliminary Vision, Goals, Objectives and Performance Measures

Phase 1 Deliverables:

- **Report on existing initiatives and amenities;**
- **Map of existing infrastructure and amenities;**
- **Draft and final agenda and presentations for Business Forum Event;**
- **Draft and final business and property owners' and stakeholder survey, and result data;**
- **Draft Vision, Goals, Objectives and Performance Measures.**

Phase 2: Exploration

2.1 Develop Draft Program and Amenity Options

The Sprinkle Team will explore and develop targeted and viable program and amenity recommendations that will serve the priority trip types identified by Perimeter's stakeholders during Phase 1. We expect that bike share or rental programs, both for the general public and for specific employers or office complexes, will be a major initiative. Additionally, bicycle parking and storage initiatives, as well as provision of showering and changing facilities, will likely be coordinated through voluntary participation of building owners and possible zoning incentive programs from the municipalities.

In addition to providing bikes, site-level amenities, and the infrastructure already planned in PCIDs' prior efforts, promotion and encouragement programs will be needed for bicycle travel tried by many Perimeter Area workers and residents. The Sprinkle Team can develop promotional concepts to match and serve the specific sub-market needs within PCIDs. Specific programs considered may include: mentoring programs ("bike buddies," guided rides, new employee bicycling orientations); clinics on maintenance, street-savvy cycling techniques, and other skills; promotional events; ride-tracking programs and other monitoring/achievement programs; and employer specific incentive programs (e.g. Qualified Commuter Tax Benefit for bicyclists, parking cash-out, bicycle incentive programs, etc.).

The Sprinkle Team will also consider incorporating or modifying existing Travel Demand Management programs, such as Georgia Commute Options, and Perimeter Transportation and Sustainability Coalition.

This task may include one meeting with PCIDs staff to present and discuss preliminary program and amenity options.

Estimated Cost: \$12,000

Meetings: Not to exceed one (1) – Preliminary Program and Amenity Options

2.2 Present and review options with PCIDs.

All potentially appropriate options will be presented to PCIDs for confirmation of their appropriateness to PCIDs stakeholders. The Sprinkle Team will also, in partnership with the PCIDs management team, begin to coordinate with your municipalities regarding their openness to incentive and regulatory code recommendations that will require both their approval and adoption

This task will include one meeting with PCIDs staff to present and discuss draft program and amenity options, an additional, same-day meeting with key agency stakeholders, (at PCIDs option).

Estimated Cost: \$4,000

Meetings: Not to exceed two (2) – Draft Program and Amenity Options (PCIDs staff), and optional same-day meeting with key agency stakeholders.

2.3 Develop Draft Recommendations based on PCIDs Feedback

A foundational element of our Phase II activities will be ensuring that all recommended strategy options advance the priorities and vision articulated by Perimeter's stakeholders during Phase I. The Sprinkle Team will develop draft recommendations from the options vetted in Task 2.2., for ultimate presentation to Stakeholders for consideration. We will not proceed with any strategy as a recommendation until we have validated with the PCIDs project management team that it serves the priorities and vision as expressed by the key stakeholders during our initial phase of listening to them. Draft recommendations will be mapped (as appropriate) over the map prepared in Task 1.2., to reflect recommended general locations for strategy components such as bike share and rental stations, short and long term bike parking, etc.

Estimated Cost: \$5,000

Meetings: None.

Phase 2 Deliverables:

- **Draft recommendations report with map(s).**

Phase 3: Commitment

3.1 Review Draft Recommendations with Key Private and Public Agency Stakeholders

As the draft recommendations solidify, the Sprinkle Team will coordinate with PCIDs to present these to key stakeholders and coordinate with the municipalities. We anticipate this is where the schedule will need to be most flexible to arrange specific meetings for a 'first pass' of the strategic recommendations to the parties who will implement them.

During this phase we will continue our partnership with key stakeholders and municipalities as we get their final buy-in on the recommendations that will make the transition from draft to final. We will refine and make adjustments or clarifications to streamline adoption of incentives or regulations by the municipalities. We will help coordinate the enthusiastic participation of major employers and property holders.

This task will include will include one meeting with PCIDs staff to review the stakeholder presentation, and up to six (6) meetings with key stakeholders, scheduled on no more than three (3) separate days, to present draft recommendations to key stakeholders.

Estimated Cost: \$24,000

Meetings: Not to exceed seven (7), on no more than three separate days – one (1) meeting with PCIDs staff and up to six (6) presentations of draft recommendations to stakeholders

3.2 Revise Recommendations Based on Stakeholder Feedback

The Sprinkle Team will revise the draft recommendations based on the stakeholder feedback obtained in Task 3.1, for final approval by PCIDs. Revised recommendations and updated map(s) will be incorporated to the final report.

Estimated Cost: \$7,000

Meetings: None.

3.3 Develop cost estimates for recommended strategies, and develop short and long term implementation matrix.

The Sprinkle Team will develop cost estimates for all recommendations, based on the most appropriate and local (if available) comparable data. The strategies will be organized into an action matrix for short (1-2 year) and long (5-7 year) implementation horizons by area (or optionally zones), or possibly by property types.

Estimated Cost: \$6,000

Meetings: None.

3.4 Compile and submit draft, then final reports.

Throughout this project the Sprinkle Team will be working with PCIDs to develop the Implementation Strategy so that it outlines clear and concise steps that can be coordinated among PCIDs, the three cities, DeKalb County, and PCIDs' property-owning membership to promote and encourage bicycling among area workers, residents and visitors. The final document will be focused on proven strategies that promote and advance bicycling activity and an active lifestyle, including both infrastructure (e.g. bicycle fleets and bike parking) and non-infrastructure (promotion and education) elements. The final deliverables will be organized into an attractive report that highlights the clear economic benefits of bicycling to Perimeter's business and property owners, and by extension to their workers and customers. Evaluation strategies will be provided for all recommended strategies.

Estimated Cost: \$6,000

Meetings: None.

3.5 Acceptance of Study

The Sprinkle Team will get the Bicycle Implementation Study accepted by the City of Sandy Springs, the City of Dunwoody, the City of Brookhaven, PCIDs DeKalb and Fulton Board and ARC.

Estimated Cost: \$2,000

Phase 3 Deliverables:

- **Revised recommendations report;**
- **Draft cost estimates and action matrix;**
- **Draft and final Bicycle Strategic Implementation Plan report with map(s), implementation action matrix, and cost estimates (final deliverables will be in electronic PDF format).**