



Working Session of the
Stakeholder & Planning Committee

of the Board of Trustees of the Utah Transit Authority
Wednesday, May 9, 2018, 12:30 – 2:00 p.m.
Frontlines Headquarters, Golden Spike Rooms, 669 West 200 South, Salt Lake City

Committee Members: *Bret Millburn, Committee Chair*

Necia Christensen

Charles Henderson

Karen Cronin

Agenda

1. Safety First Minute Dave Goeres
2. Item(s) for Consent Bret Millburn
 - a. [Approval of March 14, 2018 Stakeholder & Planning Meeting Report](#)
3. [Ogden/Weber BRT MOU](#) Steve Meyer &
Mary DeLoretto
4. Salt Lake City Transit Master Plan Nichol Bourdeaux
5. Closed Session
 - a. Discussion of the Purchase, Exchange, Lease or Sale of Real Property when Public Discussion would Prevent the Authority from Completing the Transaction on the Best Possible Terms.
 - b. Strategy Session to Discuss the Character, Professional Competence, Physical or Mental Health of an Individual.
 - c. Strategy Session to Discuss Collective Bargaining.
 - d. Strategy Session to Discuss Pending or Reasonably Imminent Litigation.
6. Action Taken Regarding Matters Discussed in Closed Session
7. Other Business Bret Millburn
8. Adjourn Bret Millburn

Public Comment: Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution at those meetings. Comment may be provided in person or online through www.rideuta.com. Additionally, public comment may be taken at committee meetings at the discretion of the committee chair. In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual, or 5 minutes for a spokesperson designated to represent a group.

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting callredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

As adults, we spend nearly one third of our week at work, making the office just an extension of our homes. You wouldn't let a stranger tailgate into your home; please don't let them tailgate into the office either.



UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Action Agenda Item Coversheet

DATE:	May 9, 2018
CONTACT PERSON:	Rebecca Cruz, Board of Trustees Support Manager
SUBJECT:	Approval of March 14, 2018 Stakeholder & Planning Meeting Report
BACKGROUND:	The minutes have been distributed to the committee members and any revisions or changes will be incorporated.
PREFERRED ALTERNATIVE:	Approval
LEGAL REVIEW:	N/A
EXHIBITS:	1) 03-14-18 SPC Mtg Report - OPEN



Stakeholder and Planning Committee Meeting Report
of the Board of Trustees of the Utah Transit Authority
FrontLines Headquarters, 669 West 200 South, Salt Lake City, UT
Wednesday, March 14th, 2018, 12:40 p.m. – 1:44 p.m.

Committee Members:

Bret Millburn, *Committee Chair*
Charles Henderson, *Vice-Chair*

Necia Christensen (phone)
Sherrie Hall-Everett

Karen Cronin

Other trustee(s) in attendance: Alex Cragun

UTA staff members available for comment:

Jayne Blakesley
Riana DeVilliers
Paul Drake

David Goeres
Steve Meyer
Bart Simmons

Nichol Bourdeaux
Bob Biles
Annette Royle

Guest: Callie New, Wasatch Front Regional Council

Stakeholder and Planning Committee Meeting Called to Order: The Stakeholder and Planning Committee Chair, Bret Millburn, welcomed everyone and called the meeting to order at 12:40 p.m. Trustee Christensen joined the meeting via telephone. A quorum was present.

1. **Safety First Minute:** Bret Millburn yielded the floor to David Goeres, UTA Chief Safety, Security and Technology Office, for a brief safety message.
2. **Items for Consent** (Bret Millburn)
 - Approval of September 13, 2017 Stakeholder/Government Relations Meeting Report:
 - Approval of December 5, 2017 Planning & Long-Term Vision Meeting Report:

Trustee Cronin moved to approve the items for consent as presented. Trustee Hall-Everett seconded the motion. The motion passed unanimously.

3. **Resolution R2018-03-18: Authorizing Execution of the ILA between Salt Lake County and UTA for the Sugar House S-Line** (Bart Simmons and Steve Meyer) –

Bart Simmons, Senior Counsel - Contracts, explained the history behind this request for authorization, which included that it was being brought back to the Board from when it was originally presented on September 27, 2017. At that time, UTA and Salt Lake County had agreed in principle, that Salt Lake County would transfer \$4.5 million to fund; a) the design and construction of an additional track for the S-Line, b) incremental operating costs necessary to increase service on the S-Line. The actual transfer of funds was subject to UTA and Salt Lake County executing a definitive agreement.

He continued to explain that the S-Line is currently a single track system which includes a short passing siding (additional rail that allows for a train coming in the opposite direction to pass) at 500 East. This new project will extend the passing siding from 500 East to 300 East, allowing UTA to improve service from 20-minute to 15-minute headways and also add a second platform at 300 East. Project completion is estimated for January, 2019.

The proposed definitive Interlocal Agreement with Salt Lake County includes the following:

- Confirmation of the financial terms of the agreement in principle
- Creates an escrow agreement to be funded by Salt Lake County at the beginning of construction
- Creates a process by which UTA will make progress payment draws
- Allows UTA to secure all operating funds once increased service on S-Line has commenced
- Incorporates an approved project schedule

Trustee Hall-Everett moved to forward the resolution Authorizing Execution of the Interlocal Agreement between Salt Lake County and UTA for the Sugar House S-line to the full Board for consideration. Trustee Henderson seconded the motion. The motion was unanimously approved.

4. **Resolution R2018-03-09: Authorizing Execution of the ILA between Salt Lake County and UTA for Clean Air Days** (Nichol Bourdeaux) –

This item is being brought as a housekeeping item in relation to the Free Fare Friday demonstration pilot implemented on December 22, 2017 and in conjunction with the County's required procedure to receive reimbursement from them as agreed upon. The Free Fare Friday was conducted to promote public awareness of the benefits of transit as they relate to air quality and was underwritten by the Salt Lake City Council and the Salt Lake County Mayor's office. For the pilot, all fares were waived on buses and trains throughout the UTA transit district.

The cost of the pilot was \$70,000, (calculated estimate of the average daily weekday fare collected by the Authority) with the cost split as follows:

- Salt Lake County \$27,500
- Salt Lake City \$27,500
- UTA \$15,000

Trustee Karen Cronin moved to forward the resolution to the full Board for approval, allowing UTA to accept the agreed upon payment of \$27,500 from Salt Lake County as presented. Trustee Hall-Everett seconded the motion. The motion was unanimously approved.

5. **Resolution R2018-03-10: Adopting the Transit-Oriented Strategic Plan and Revising Executive Limitations Policy 2.2.4 – Transit Oriented Development** (Paul Drake and Callie New, WFRC) –

Paul Drake, Senior Manager of Real Estate and TOD, reviewed the new Transit-Oriented Development (TOD) Strategic Plan and the associated revisions to Executive Limitation Policy 2.2.4.

The UTA Board of Trustees, the Transit-Oriented Communities (TOC) Committee, the Stakeholder/Government Relations Committee and Authority staff have completed a thorough process in establishing a revised Strategic Plan which includes a holistic, objective framework to plan, implement and manage the Authority's TOD program. It was also mentioned that this process was a collaborative effort with the Wasatch Front Regional Council (WFRC) and the Mountainland Association of Governments (MAG) which involved focus groups including; elected leaders, local planning and economic development officials, affordable housing experts and administrators, and prominent members of the development community. Mr. Drake also noted

that the draft Strategic Plan had also been reviewed by several peer transit agencies which included: Regional Transportation District (RTD) of Denver, Los Angeles County Metropolitan Transportation Authority, Metropolitan Council, and the Minneapolis, MN Metro Transit.

This collaborative effort has culminated in a Strategic Plan which establishes TOD in the region and defines the role that UTA plays to support local governments in catalyzing centers on and around its properties.

Questions were posed by the trustees, including our compliance with state-mandated affordable housing designations. Paul Drake and Callie New both stated that UTA is required by the state legislature to adopt TOD policies and guidelines which include provisions on affordable housing and that UTA is required to work with the Metropolitan Planning Organizations (MPOs) and the local city and county governments to collaboratively create joint plans which include affordable housing. Mr. Drake agreed to provide additional information in his presentation to the full board regarding accessibility and percentage of developments relative to affordable housing.

Trustee Hall-Everett expressed concern with the legal aspect of UTA's Board passing policies in light of the recent changes passed by the legislature in SB 136. Mr. Drake stated that it was his understanding that the terms of UTA's transit-oriented developments have not been legislatively revised but that he will work with the Legal Department to research this issue.

With the agreement that Mr. Drake will provide the additional requested information to the full Board, Trustee Cronin moved to recommend forwarding the new TOD Strategic Plan and associated revised Executive Limitation Policy 2.2.4 – Transit-Oriented Development to the full Board with Trustee Hall-Everett seconding the motion. The motion passed unanimously.

6. **Resolution R2018-03-11: Authorizing Electronic Meetings** (Jayme Blakesley) –

Mr. Blakesley explained that approval of this resolution would authorize a public body, such as the Utah Transit Authority, to hold public meetings that are convened or conducted by means of a conference using electronic communication.

Trustee Henderson recommended forwarding Resolution R2018-03-11 to the full Board for approval with Trustee Cronin seconding the motion. The motion passed unanimously.

7. **Other Business** (Bret Millburn) –

Chair Millburn spoke to some of the changes to UTA and the Board of Trustees relative to the recent passage of Senate Bill 136. It is anticipated that more details will be provided to the full board of trustees at the upcoming March 28, 2018 meeting.

8. **Meeting Adjourn** (Bret Millburn) -

At 1:44 p.m. Trustee Karen Cronin moved to adjourn. Trustee Charles Henderson seconded the motion and the meeting was adjourned.

Transcribed by: EiLeen Billings, Senior Office Specialist
Utah Transit Authority – External Affairs
Tel: 801-287-3209
Cell: 801-230-3428
Email: ebillings@ridieuta.com

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	May 9, 2018
CONTACT PERSON:	Hal Johnson , Manager of Project Development
SUBJECT:	Ogden/WSU BRT Memorandum of Understanding
BACKGROUND:	<p>The purpose of the proposed memorandum of understanding is to be a guiding document for final design, including funding. FTA's region office recommended that the project stakeholders enter this agreement.</p> <p>Project Stakeholders/Contract Parties</p> <ul style="list-style-type: none"> • Utah Transit Authority • Wasatch Front Regional Council • Ogden City • Weber State University • Intermountain HealthCare, Inc., dba McKay-Dee Hospital • Weber County Council of Governments • Utah Department of Transportation <p>Contract Purpose</p> <ul style="list-style-type: none"> • Goals: Seek funding, obtain approvals, and make ongoing project decisions. • Secure Initial Project Work and Funding: The environmental assessment, design, and project management will be funded by project stakeholders; costing approximately \$5,000,000.
PREFERRED ALTERNATIVE:	Forward to the Full Board for Approval
LEGAL REVIEW:	Yes
EXHIBITS:	<ul style="list-style-type: none"> • R2018-05-XX: Memorandum of Understanding for the Ogden/Weber State University BRT Project • Memorandum of Understanding: Ogden/Weber State University Bus Rapid Transit Project

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF A MEMORANDUM OF
UNDERSTANDING FOR THE OGDEN/WEBER STATE UNIVERSITY BUS
RAPID TRANSIT PROJECT**

R2018-5-XX

May 23, 2018

WHEREAS, the Utah Transit Authority (the “Authority”) is a public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, for the past several years, the Authority has been working with the Wasatch Front Regional Council, Ogden City, Weber State University, IHC Health Services, Inc., Weber County Council of Governments, and the Utah Department of Transportation (collectively the “Stakeholders”) to study a transit system connecting the Ogden Intermodal Center, downtown Ogden, Weber State University and McKay-Dee Hospital; and

WHEREAS, the Ogden/Weber State University Bus Rapid Transit Project (the “Project”) was identified as the locally preferred transit alternative for this corridor; and

WHEREAS, the Authority and the Stakeholders desire that additional environmental and design work be performed with respect to the Project in a manner that will allow the Authority to apply for a federal grant (the “Grant”) under the Federal Transit Administration’s Small Starts Capital Investment Grant Program; and

WHEREAS, the Authority and the Stakeholders have agreed upon a high-level strategy to jointly finance the design, construction and other work related to the Project; and

WHEREAS, the Authority has agreed to commit \$1M to fund the initial Project work, including design; and

WHEREAS, conditioned upon the receipt of the Grant, as well as the receipt of additional funding from or through the Stakeholders, the Authority has agreed to commit an additional \$7M for Project construction; and

WHEREAS, each of the Stakeholders has agreed to contribute additional funds or other valuable consideration toward the Project; and

WHEREAS, the commitments of the Authority and each of the Stakeholders are outlined in a Memorandum of Understanding for the project (the “MOU”); and

WHEREAS, the Authority’s Board of Trustees (the “Board”) wishes to evidence its approval of the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Board hereby approves the MOU negotiated among the Authority and the Stakeholders.
2. The Board authorizes the Executive Director and his or her designee(s) to execute the MOU in substantially the same form as that attached as Exhibit A to this Resolution.
3. That the Board hereby ratifies any and all actions previously taken by the Authority’s management and staff to prepare and negotiate the MOU.
4. That the corporate seal be attached hereto.

Approved and adopted this 23rd day of May 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 23rd day of May, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

MEMORANDUM OF UNDERSTANDING

Ogden/Weber State University Bus Rapid Transit Project

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____ 2018 by and among the Utah Transit Authority (“UTA”), the Wasatch Front Regional Council (“WFRC”), Ogden City (“Ogden”), Weber State University (“WSU”), IHC Health Services, Inc., dba McKay-Dee Hospital (“IHC”), Weber County Council of Governments (“WACOG”), and Utah Department of Transportation (UDOT). UTA, WFRC, Ogden, WSU, IHC, WACOG, and UDOT are hereafter collectively referred to as the “Project Stakeholders”, or the “Parties”.

RECITALS

WHEREAS, in 2008, the Project Stakeholders entered into an agreement to jointly conduct an Alternatives Analysis and the resulting NEPA review for the potential development of major capital transit investments in the Ogden/WSU Corridor area;

WHEREAS, in 2013, the Project Stakeholders entered into an agreement to commence, and subsequently completed, a transit system study between the Ogden Intermodal Hub and Weber State University – McKay-Dee Hospital;

WHEREAS, the Project Stakeholders are supportive of the results of the transit system study, and have determined it is in each of their respective best interests to continue to pursue funding and design alternatives toward the goal of an Ogden/Weber State University Bus Rapid Transit project, consisting of a 5.3-mile route connecting the Ogden Intermodal Center, downtown Ogden, Weber State University, and McKay-Dee Hospital (the “BRT Project”);

WHEREAS, Ogden, WFRC, and UTA have adopted the locally-preferred alternative (“LPA”), the Project Stakeholders have agreed upon the alignment for the BRT Project, the BRT Project has been identified by WFRC in the Regional Transportation Plan (RTP) as a Phase 1 project, and the Project Stakeholders are willing to pledge funds and other support for moving the BRT Project into the next phase, including through the remaining NEPA processes;

WHEREAS, the Project Stakeholders encourage and support the use by UTA of Proposition 1 tax funds from Weber County to complete the Initial Project Work (as defined herein below) for the BRT Project;

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. Goals. The BRT Project is contemplated to be a 5.3-mile BRT route, with 10-15-minute headways, and with additional service in peak times. The Project Stakeholders acknowledge that the respective obligations and commitments of each of the Parties hereto (after the Initial Project Work defined below) are conditioned on details and contingencies that are not yet finalized and in

some cases, not yet knowable. The Project Stakeholders agree to work together to seek funding, obtain approvals, and make ongoing Project decisions, in good faith.

2. Project Manager. UTA will assign a Project Manager to manage and administer the BRT Project. The Project Manager will be responsible to report to the Project Stakeholders for the oversight and management of the BRT Project. The initial Project Manager will be Hal Johnson. A subsequent project manager to oversee the final design and construction will be assigned.

3. BRT Project Committee. A BRT Project Committee will be established, consisting of one individual appointed by each of the Project Stakeholders. The BRT Project Committee will review and provide comments with respect to the ongoing progress of the BRT Project plans and goals. The BRT Project Committee shall meet at such reasonable intervals as shall be determined by the Project Manager, or as requested by other members of the BRT Project Committee. The initial members of the BRT Project Committee shall be as follows: UTA, Eddy Cumins or Hal Johnson; Ogden, Mark Johnson; WACOG, Brooke Stewart; UDOT, Kris Peterson; WSU, Norm Tarbox; IHC, Mike Hatch; and WFRC, Callie New.

4. BRT Project Costs. The Project Stakeholders acknowledge that the estimated cost for the BRT Project is approximately \$79.0M, for design, construction, and project management, assuming a 2020 year of construction. UTA estimates that it will have necessary operating funds, from existing Route 603 and Proposition 1 tax funds, to operate and maintain the BRT Project. Additional Proposition 1 tax funds have been tentatively programmed for long-term, state-of-good-repair for the BRT Project. The table below identifies the cost and potential funding scenario.

Ogden BRT Funding Plan	
Total project cost	\$ 79,000,000
CMAQ/STP funding	\$ 6,000,000
CMAQ/STP funding requested	\$ 1,500,000
Local match	\$ 544,620.83
Total	\$ 8,044,621
Small Starts	\$ 70,955,379
Federal (65%)	\$ 46,120,996
Local	\$ 24,834,383
Local funds required	\$ 25,379,004
Local Funding Available	
Ogden (Design)	\$100,000
UDOT (Design)	\$50,000
WSU Land Donation	\$3,600,000
UTA (Design)	\$1,000,000
Weber County	\$1,250,000
Weber County	\$1,250,000
UTA	\$7,000,000
Weber County Corridor Preservation	\$5,000,000
Ogden City	\$4,000,000
Needed	\$2,129,004

UTA will seek federal funding and finance opportunities, as further described below, but if the funding described in this MOU cannot be identified and secured, the Project Stakeholders acknowledge that the BRT Project may be delayed or terminated and the Project Stakeholders may not realize the full anticipated benefits from the Initial Project Work. Each of the Project Stakeholders identified in paragraph 6 below will use reasonable efforts to obtain and/or contribute funding for the BRT Project, as more fully described herein.

6. Project Funding for Design and Construction. The Project Stakeholders have determined that the cost of the environmental assessment, design, and project management will be approximately Five Million Dollars (\$5,000,000) (the “Initial Project Work”). The Initial Project Work, completion of the project environmental document and Request to Enter Project Development for FTA’s Small Starts Grant Program, shall include the items generally described in the Scope, attached hereto as Exhibit “A” and by this reference made a part hereof. The projected needed local match for the construction of the project is estimated to be \$25.3M which includes \$5.0M for design. An additional \$1.5M is also needed from CMAQ/STP funding. Certain of the Project Stakeholders have committed funding for the design and construction, but contingent on all other commitments and funds being received. The contributions of Project Stakeholders for Initial Project Work are as follows, subject specifically to receipt of funds and completion of matters on the timeline described in paragraph 8, below:

(a) UTA. UTA will contribute One Million Dollars (\$1M), from Proposition 1 Weber County tax funds, to be provided over two (2) years. Upon grant award, UTA will also contribute an additional \$7M for capital improvements from Prop 1.

(b) WACOG. WACOG will contribute Two Million Five Hundred Thousand Dollars (\$2.5M), to be contributed one-half (\$1.25M) in the year 2020, and one-half (\$1.25M) in the year 2021 for design and an additional \$5M for right of way/corridor preservation. The corridor preservation funding is immediately available. If not all of the money is needed for design those funds will be applied to construction. Right of way funding will only be used for property acquisition related costs.

(c) Ogden. Ogden will contribute One Hundred Thousand Dollars (\$100,000) for design, on or about July 1, 2018, and up to \$4.0M in local match for roadway construction improvements on 25th Street and 23rd Street.

(d) UDOT. UDOT will contribute Fifty Thousand Dollars (\$50,000), on or about July 1, 2019.

(e) WFRC. In the fall of 2022, WFRC will provide One Million Five Hundred Thousand Dollars (\$1.5M) in STP funding for the design. WFRC will also provide One Million Dollars (\$1.0M) from CMAQ funding in the fall of 2021 for the design and construction of an intermodal center on the Weber State University Campus and \$3.5M for construction of the project. Project partners are seeking an additional \$1.5M in CMAQ or STP funding for construction.

7. Application for Federal Funds. The BRT Project appears to meet current criteria for Federal Transit Administration Small Starts funding, and may potentially be eligible to receive 50% to 80% of the eligible costs (approximately \$33.4M to \$56.7M) from the Federal Transit

Administration. Project partners are targeting a 65% federal grant for the project in the amount of \$46.1M. Subject to the availability of other funds as described herein, UTA will take appropriate steps to make formal application to the Federal Transit Administration in October 2018 for a Small Starts Grant. The Initial Project Work will include a cost estimate of the BRT Project, and identification of the appropriate ratio of federal/local funds. The Parties acknowledge that the award of a Small Starts Grant is beyond UTA's control and that UTA can provide no assurances that such a grant will be awarded.

8. Project Stakeholder Funding Commitments. UTA will submit a formal submission/application to the Federal Transit Administration, in 2018 to Request Entry into Project Development. During the Project Development process UTA will work with FTA on the final small starts full funding grant agreement. To submit an application at least half of the local match is required. Projected need local match for the project is: \$25.3M, Project partners have most of the match in place, approximately \$23.25M. In addition to anticipated CMAQ/STP funding of \$1.5M, an additional \$2.1 is needed to complete the local match package for the project at a 65% ratio. The project partners will work collaboratively to close the remaining funding gap on the project. Project partners may seek additional revenues from sources identified in Utah SB 136.

9. Conditions Precedent to Commencement of Final Design Project Work. Prior to commencement of final design, the appropriate Project Stakeholders agree to complete the following:

(a) All funds necessary for design and project management will be committed and available before any request for Project Development will be submitted to the Federal Transit Administration.

(b) All funds described in paragraph 5 through 8 must be available to meet cash flow requirements necessary to complete the final design and construction.

10. Specific Project Stakeholder Commitments. Subject to the preliminary matters being completed, as further described herein, the Project Stakeholders will complete the following, at the appropriate times and manners, in connection with the BRT Project prior to construction starting on the project:

(a) UTA. UTA will:

(i) contribute funds described in paragraph 6(a) above.

(ii) submit needed letters and application to seek federal approval and funding for the project. UTA will call on project partners to support the development of the application

(iii) contingent upon receipt of all future financial commitments contemplated in paragraph 8 and a Small Starts Grant from FTA, design and contract to build the BRT Project in the alignment selected.

(iv) credit any Project Stakeholder contributing easements or rights of way for the fair market value of such property right, as “local match” for any federal Small Starts grant.

(v) enter into a Public Way Use Agreement for operating and maintaining the BRT Project on or within any Ogden, WSU, and UDOT-owned roadways.

(vi) work with Ogden, WACOG, and other appropriate Project Stakeholders, together with a consultant team, to produce appropriate transit-oriented development studies, including a market study, for areas within and near the BRT Project corridor.

(vii) complete the environmental assessment required to make formal application for project development.

(viii) procure a final design contractor and complete design

(ix) operate and maintain the BRT Project including facilities directly associated with individual BRT stops.

(x) consistent with the terms of the Small Starts Capital Agreement, finance the construction of the project

(b) WACOG. WACOG will:

(i) contribute funds described in paragraph 6(b) above for final design and right of way.

(ii) cooperate with appropriate Project Stakeholders, as necessary, in their production of appropriate transit-oriented development studies for areas within and near the BRT Project corridor.

(c) Ogden. Ogden will:

(i) contribute funds described in paragraph 6(c) above.

(ii) work with WACOG, UTA, and other appropriate Project Stakeholders, to produce appropriate transit-oriented development studies and market studies for areas within and near the BRT Project corridor.

(iii) enter into a Public Way Use Agreement authorizing the operation and maintenance of the BRT Project on or within any Ogden-owned roadways.

(iv) maintain the BRT lanes, not including facilities directly associated with individual BRT stops, on Ogden-owned roadways in a manner consistent with the maintenance of other Ogden roads having similar usage demands.

(v) Ogden will work to implement the land use and zoning change recommendation from the Ogden Onboard study.

(vi) fund needed roadway improvements on 23rd Street and 25th Street that support the development of the BRT project

(d) UDOT. UDOT will:

(i) coordinate with the project partners to help seek TTIP funding

(ii) contribute funds described in paragraph 6(d) above.

(iii) enter into a Public Way Use Agreement with UTA which identifies individual responsibilities for operating and maintaining the BRT Project on or within any UDOT roadways, and maintaining any exclusive lanes on UDOT property, including Harrison Blvd

(e) WFRC. WFRC will work with UTA to transfer awarded CMAQ and STP funds. WFRC will provide travel modeling services as needed and/or as requested by FTA.

(f) WSU. WSU will:

(i) after identification and appraisal of easements and/or right-of-way on WSU property, and completion of all appropriate federally-required processes, donate such property rights, with the value of such property rights representing in-kind local match for federal grant funds.

(ii) enter into a Public Way Use Agreement for operating and maintaining the BRT Project on or within roadways within the WSU campus, including maintaining the BRT lanes on roadways within or on WSU campus property.

(iii) amend the WSU Campus Master Plan to include the final BRT transit alignment through campus and Dee Event Center Intermodal Center, as well as to facilitate necessary changes for future facilities along the BRT alignment.

(iv) the proposed project will replace the current campus shuttle system. UTA will work with WSU to design the operating plan for the project which will maximize ridership at the lowest cost.

(v) work with UTA toward a long-term agreement for a campus-wide transit pass program.

(g) IHC. IHC will grant licenses to UTA, at no cost, and upon terms and conditions agreeable to both parties, for use of IHC property for BRT access, stations/stops, canopies, and related infrastructure facilities. UTA and IHC will also coordinate on the needed maintenance of all infrastructure.

All parties. All parties agree to help seek funding to fill in any project funding gaps prior to UTA moving forward with construction of the project.

11. Cooperation of Project Stakeholders. The Project Stakeholders will cooperate to operate their respective roadways, properties, and facilities within or near the BRT Project corridor, with respect to design, construction, maintenance and repair work, before, during and after completion of the BRT Project, in a manner so as to minimize interference with operations and use by the other Project Stakeholders.

12. Betterments. The standard improvements and design elements that are reasonably necessary to operate the BRT transit line have been included in the project estimate. The cost of any betterments, such as, by way of example only, re-pavement of the full width of roadways, replacement or upgrading of utilities or sidewalks, etc. will be the responsibility of the requesting entity, unless required due to roadway impacts by the BRT Project. Potential work necessary may include lane shifts, ghost lines, extensive potholing etc. These elements will be covered in more detail in future agreement for the construction and operation of the project.

13. Amendments. Alterations, extensions, supplements or modifications to the terms of this MOU as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this MOU, and made a part hereof.

14. GRAMA. The Project Stakeholders acknowledge that disclosure of records pursuant to this MOU is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

15. Termination. Any party may terminate this MOU for cause if any other party fails to fulfill the obligations specified herein in a timely and proper manner, or if any other party violates any of the terms hereof, or if the parties determine that funding is not available or sufficient. If any party to this MOU wishes to withdraw for convenience, it shall have the right to withdraw from this MOU by giving written notice of such withdrawal to all other parties and specifying the effective date thereof, which date shall be at least thirty (30) days after the date of such notification. Parties withdrawing from this MOU are responsible for meeting their financial obligations as described in this MOU.

IN WITNESS WHEREOF, the above-identified parties have entered into this MOU effective the date first set forth herein.

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SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

UTAH TRANSIT AUTHORITY

Date: _____

Date: _____

Approved as to Form

UTA Legal Counsel

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

WASATCH FRONT REGIONAL COUNCIL

Andrew Gruber, Executive Director

Date: _____

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

OGDEN CITY CORPORATION

Mayor

Date: _____

_____, City Council Chair

Date: _____

Approved as to Form

ATTEST

City Recorder

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

WEBER STATE UNIVERSITY

Date: _____

Approved as to Form

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

INTERMOUNTAIN HEALTHCARE, INC.

Tim Pehrson, CEO

Date: _____

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

WEBER COUNTY

Date: _____

Approved as to Form

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

WEBER COUNTY COUNCIL OF
GOVERNMENTS

_____, Chairman

Date: _____

Approved as to Form

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING for Ogden-Weber BRT
Project

UTAH DEPARTMENT OF TRANSPORTATION

Date: _____

EXHIBIT "A"

Proposed Scope of Initial Project Work