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# MEMORANDUM

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**DATE:** May 2, 2008  
**TO:** City Council Members  
**FROM:** Russell Weeks  
**RE:** Proposed Interlocal Agreement: Airport Light Rail Project  
**CC:** Cindy Gust-Jenson, David Everitt, Lyn Creswell, Esther Hunter, Ed Rutan, Mary De La Mare Schaefer, Dan Mulé, Tim Harpst, John Naser, DJ Baxter, Jennifer Bruno, Kevin Young, Rusty Vetter, Chris Bramhall, Kelly Murdock

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This memorandum pertains to a proposed ordinance approving and authorizing an interlocal agreement between Salt Lake City and the Utah Transit Authority regarding the design and construction of the planned Airport TRAX Extension between the downtown and Salt Lake City International Airport.

The interlocal agreement calls for UTA to build an extension from downtown Salt Lake City to the International Airport in exchange for Salt Lake City granting to UTA the use of City streets and property for 50 years with two consecutive 25-year renewal periods.<sup>1</sup> The agreement also calls for the City to pay UTA – through bonding and acting as a conduit – a maximum principal amount of \$35 million plus in-kind contributions totaling \$9.77 million.

The City Council is scheduled to receive a briefing on the proposed agreement at its May 6 work session and take final action the same night.

## OPTIONS

- Adopt the proposed ordinance.
- Do not adopt the proposed ordinance.
- Adopt the proposed ordinance with some or all of the following amendments to the proposed agreement:
  - That Section 7.2 of Article 7 titled *Airport Extension Stations* be revised to require that the station at 2200 West be built immediately as part of the project.
  - That in lieu of building a station at 2200 West, UTA provide a shuttle service that loops to 1700 North to take riders to the Winifred Station.
  - That the proposed agreement includes a section expanding the free-fare zone downtown eastward to 300 East Street.
  - That Article 13 titled *Funding of Project Costs* be revised to indicate that the City will act as a conduit to UTA of revenue raised from 20 percent of local option highway construction and corridor preservation fees, currently authorized in an amount up to \$10, on each motor vehicle registration within Salt Lake County, and that UTA either would use the

registration fees to support a bond of its own, or use the revenues in another way.

- That if the City issues bonds, that Paragraph 13.2.1.4 be revised to read that the City may keep in its reserve fund either one-year's worth of the average annual receipts from the vehicle registration fees or 10 percent of the par amount of the bonds issued.

## **POTENTIAL MOTIONS**

I move that the City Council adopt the ordinance approving and authorizing the execution and delivery of an interlocal agreement by and between Salt Lake City Corporation and the Utah Transit Authority relating to the design, construction, ownership, and funding of the TRAX light rail line to the Salt Lake City International Airport.

I move that the City Council consider the next item on the agenda.

I move that the City Council adopt the ordinance approving and authorizing the execution and delivery of an interlocal agreement by and between Salt Lake City Corporation and the Utah Transit Authority relating to the design, construction, ownership, and funding of the TRAX light rail line to the Salt Lake City International Airport with the following amendments: (The City Council may adopt some or all of the amendments.)

- That Section 7.2 of Article 7 titled *Airport Extension Stations* be revised to require that the station at 2200 West be built immediately as part of the project.
- In lieu of building a station at 2200 West immediately, that Paragraph 7.2.3 be amended to read: "Prior to the construction of the 2200 West Station, UTA shall, at its cost and expense, provide shuttle service between the Winifred Station and the area bounded by 2200 West, 1700 North, 1950 West and North Temple."
- That the proposed agreement includes a section expanding the free-fare zone downtown eastward to 300 East Street.
- That Article 13 titled *Funding of Project Costs* be revised to indicate that the City will act as a conduit to UTA of revenue raised from 20 percent of local option highway construction and corridor preservation fees, currently authorized in an amount up to \$10, on each motor vehicle registration within Salt Lake County, and that UTA either would use the registration fees to support a bond of its own, or use the revenues in another way.
- That if the City issues bonds, that Paragraph 13.2.1.4 be revised to read that the City may keep in its reserve fund either one-year's worth of the average annual receipts from the vehicle registration fees or 10 percent of the par amount of the bonds issued.

In addition, I move that the City Council adopt the following legislative intents pertaining to the Interlocal Agreement:

## **LEGISLATIVE INTENTS**

- It is the intent of the City Council that the 400 West Alignment is the preferred alignment for the project.
- It is the intent of the City Council that the studies referenced in the interlocal agreement Section 10.1.3 and titled *Downtown Light Rail Track Expansion* include a study of a bus transit corridor on 600 West Street that would connect 600 West Street to the station at North Temple Street and 800 West and to the Intermodal Hub.
- It is the intent of the City Council that the variation of the 400 West alignment known as the “200 North jog” be studied as a potential alternative to building an overpass or a viaduct parallel to the North Temple Viaduct.
- It is the intent of the City Council that the Community and Economic Development Department bring the Council a proposal prior to the adoption of the City budget for the 2008-2009 fiscal year that would address funding requirements and a time-line to work toward adopting a master plan amendment and rezoning requirements for the North Temple Transit Corridor within a short but reasonable time.
- It is the intent of the City Council that the Community and Economic Development Department bring the Council a proposal prior to the adoption of the City budget for the 2008-2009 fiscal year that would address funding requirements and a time- line to work toward adopting small area plans and rezoning requirements for the area on both sides of 600 West Street and the area around the Intermodal Hub within a short but reasonable time.
- It is the intent of the City Council that any public park and ride lots designed and built in conjunction with the light rail line be designed to serve the residents of neighborhoods near light rail stations and provide designs complimentary to the City’s plans to design a multi-modal boulevard on North Temple.
- It is the intent of the City Council that the City and UTA work together to find ways to facilitate the demolition and rebuilding of the North Temple Viaduct to make the intersection of 400 West Street and North Temple a fully functioning intersection.

## **KEY POINTS**

I. Under the contract transmitted to the City Council, the City agrees – based on the Legislature’s passage of S.B.145 which assigns 20 percent of local option highway construction and corridor preservation fees, currently authorized in an amount up to \$10, on each motor vehicle registration within Salt Lake County – to “make cash contributions to UTA in the maximum aggregate amount of \$35 million. The cash contribution would be done in the following way. The City would:

- Issue sales tax revenue bonds for an amount based on:
  - A maximum term of 20 years

- A fixed interest rate
- A maximum level of debt service equal to the average of annual registration fee receipts received during the first two years of collections.
- Turn over the bond proceeds to UTA.
- Pay off the bonds using City revenue sources that would be offset by the revenue from vehicle registration fees.

The contract acknowledges that it is unlikely that the bond issue based on the three criteria above would raise \$35 million. The more likely figure is \$20 to \$25 million. Given that, the City agrees to make up the difference by paying UTA amounts from the registration fee receipts: 1) that exceed what the City must pay annually to retire the bonds, and 2.) all registration fees received after the bonds are paid off up to the difference between the \$35 million and the actual amount of bonds issued. The City would pay interest to UTA on the difference after the bonds are paid off.

The proposed agreement says if the City receives less than the anticipated amount from the registration fees, or if the fees are eliminated, the City then would be under no obligation to pay UTA to make up the difference between the actual amount of bond proceeds and the \$35 million target contemplated in the agreement.

**II.** The Transportation & Mobility Subcommittee met Thursday to discuss recommendations to the City Council pertaining to the proposed agreement. The Subcommittee recommended that the City issue bonds as outlined in the Interlocal Agreement. However, because the City would assume financial risk in issuing the bonds, the agreement should include provisions requiring UTA to build a light rail station at 2200 West immediately as part of the project, and extend the downtown free-fare zone eastward to 300 East Street.

**III.** The alignment in the proposed agreement calls for a track “running north along 400 West Street, connecting to North Temple Street, then running west in a center-running configuration to approximately 2400 West.”<sup>2</sup> The City and UTA still are working to determine how the line would access the International Airport because the original designs cross a “runway protection zone” established by the Federal Aviation Administration after the original designs were made.

The agreement also includes a clause that says the City may ask UTA to change the alignment in the segment between 400 West and 2400 West before December 31, 2008. The clause requires the City Council to adopt a resolution requesting the change. UTA agrees to implement any alignment change that: “does not unreasonably delay the project; is technologically and operationally feasible; and is paid for by the City “or some other party.”

**IV.** The agreement calls for UTA and the City to establish an “Alliance Fund.” The fund would consist of \$10 million provided by UTA within its project budget, and additionally “all cost savings to the Project that are the result of the City taking or approving actions that result in reduced project Costs.” Money from the fund would be used to make improvements the City would like along the alignment. However, if the original route from 2400 West to the International Airport must be changed, UTA would use up to \$10 million from the fund to pay to build the new route. Alternatives to the original route are longer and require more tracks and infrastructure.

## **ISSUES/QUESTIONS FOR CONSIDERATION**

- Is agreeing to bond in the best financial interest of the City?
- If the City agrees to issue bonds, what is the specific effect it will have on the City's capacity to issue revenue bonds? What percentage of the City's capacity to issue revenue bonds would be taken up? What percentage would remain?

## **DISCUSSION/BACKGROUND**

### **FINANCIAL ISSUES**

Under the proposed interlocal agreement "the City agrees to make cash contributions to UTA, in the maximum aggregate principal amount of \$35 million." Here is how the agreement proposes the City do that:

- S.B.145 passed by the Legislature allows the City to receive 20 percent of local option highway construction and corridor preservation fees, currently authorized in an amount up to \$10, on each motor vehicle registration within Salt Lake County. (The Legislature passed the bill in part to make up for another bill which prohibited the City from using Airport funds to help build light rail facilities at the International Airport.)
- During the first 24 months the City receives funds from the registration fee it will "monitor and document" how much revenue it receives from the fees. The City will monitor the fees for the 24 months to determine a probable average yearly amount of receipts.
- During the two years the City will turn over to UTA the revenue from the fees. However, the City can hold back what amounts to one-fourth of the fees to use as a reserve account.
- After the City determines the yearly average, it will issue bonds – most likely to be paid back by sales tax revenues – and turn over the bond proceeds to UTA.
- The amount of the bond issue will be based on:
  - A maximum term of 20 years
  - A fixed interest rate
  - A maximum level of debt service equal to the yearly average of revenue from vehicle registration fees that was determined from the first two years of collections.
- The interlocal acknowledges that issuing bonds based on the three criteria is unlikely to raise \$35 million. Estimates of the actual amount raised range from \$20 million to \$25 million.
- Given that, the City agrees to pay UTA the difference between the \$35 million and the actual amount generated from the issuance of a sales tax revenue bond.
  - If revenue from vehicle registration fees is more than the yearly average, the City will turn over the extra revenue to UTA. After the City pays off the bonds, the City will turn over revenue from vehicle registration fees plus interest until a total of \$35 million is paid off.
- The agreement is predicated on the assumption that revenue from the vehicle registration fees will continue to go to Salt Lake City. If the registration fees are reduced or eliminated, Section 13.2.1.9 says in part, "The obligation of the City to make payments to UTA ... shall be payable by the City only in amounts equal to registration fees actually received by the City (after payment of debt service).

The City shall be under no obligation whatsoever to supplement such payments to cover any deficiencies in the payment of the shortfall (difference from \$35 million) in the event the payment of registration fees ... is reduced or eliminated.”

- The clause covers the difference between the \$35 million the City agrees to pay UTA and the actual amount of bonds issued. However, it does not cover the City’s risk and obligation to repay any bonds it issues for the project if registration fees are reduced or eliminated.

The last item above has raised concerns among some. According to those arguments, there is a risk that future Legislatures could reduce or eliminate assigning vehicle registration fees to Salt Lake City; there is a risk that Salt Lake County, which implements the vehicle registration could reduce the fee leaving the City with 20 percent of an amount smaller than the \$10 per vehicle currently charged; and there is a risk that there will be fewer vehicles registered in Salt Lake County, leaving the City short of estimated revenues. Again, if the City issues bonds it has an obligation to repay them regardless of what happens to the registration fees.

Another concern raised involves the amount of money raised in the reserve fund by holding back what amounts to six months worth of revenue from registration fees during the first 24 months contemplated by the proposed agreement. One reason the City wants to monitor what the actual receipts from vehicle registration fees are is the \$1.6 million figure used during discussions is only a rough estimate. Using that figure, under the proposed agreement, the City could reserve \$800,000 from the fees to cover potential future shortfalls from the fees. There is a concern that the \$800,000 is too low to cover contingencies adequately, and the figure should be boosted to at least a year’s worth of revenue from the fees or 10 percent of the par amount of the bonds issued, which is a common municipal bond industry standard.

In addition, under the proposed agreement, the City agrees to the following in-kind contributions:

- Rights of way on public streets – estimated value: \$4 million.
- Easement on airport property – estimated value: \$1.375 million.
- Waiver of administrative fees – estimated value: \$200,000.
- Enforcement of provisions in franchise agreements with private utilities requiring the utilities to move their equipment from City rights of way if necessary: estimated value: \$4.195 million.

### **ALLIANCE FUND**

The proposed agreement establishes an “Alliance Fund” which the City may – if certain criteria are met – use “at the discretion of the City to pay for design elements, improvements, Alignment modifications, and other Project features that are not otherwise included in Project Costs,”<sup>3</sup> or as an improvement for which the City would be solely responsible such as “alternate Alignments for Segment 1, track treatments more expensive than” ballasted track, and other items.

The key to use of the funds appears to be the alignment to the International Airport from 2400 West. Under the proposed agreement, a “\$10 million credit” would be

created within UTA's project budget for the fund. The fund also would be augmented by "all cost savings to the Project that are the result of the City taking or approving actions that result in reduced project Costs." According to the proposed agreement, examples of cost savings might be "the selection by the City of alternate, less expensive Alignments" or "the exercise by the City of its franchise rights regarding the relocation of private utilities; and the City using its own forces to relocate or protect in place City-owned utilities."

It appears possible, then, that the City could use its in-kind contribution from requiring utilities to move their equipment from City rights of way for the Alliance Fund. However, under the contract, if the route between 2400 West and the International Airport has to change from its original route, UTA would use up to the \$10 million it allocated to the Alliance Fund to help pay the costs of a longer route.

### **ALIGNMENT**

As indicated earlier, the proposed agreement calls for a track "running north along 400 West Street, connecting to North Temple Street, then running west in a center-running configuration to approximately 2400 West." The alignment from 2400 West still has to be determined to meet federal approval. Within the airport the light rail line would "cross the southern boundary of the Airport property on the east side of Bangerter Highway then proceed north and northeast along the east side of Terminal Drive to a location adjacent Terminal One. The final location for the stop near a new terminal would be determined "as part of the Airport reconstruction environmental documentation process."

It should be noted that the 400 West alignment remains the Administration's preferred alignment. In addition, UTA representatives told the City Council at its April 22 briefing that to change the 400 West alignment would require City Council action to change it. Paragraph 6.2.1 of the proposed agreement contains the following language, "The determination by the City to request an Alignment change shall be authorized by resolution of the City Council, following completion by the City of all applicable legal requirements."

### **2200 WEST STATION**

The proposed agreement acknowledges that "future growth" west of 1950 West "may warrant construction of the 2200 West Station." The agreement establishes the following process for determining when the station should be built.

UTA shall, at its cost and expense, periodically study the demand for the 2200 West Station, and agrees that the 2200 West Station shall be constructed, at the request of the City, and at the full cost and expense of UTA, at such time as UTA reasonably determines, based on the then-current Wasatch Front Regional Council's Regional Travel Demand Model, that (i) estimated daily passenger boardings at the Winifred Station and the 2200 West Station shall average 1,500 per day, and (ii) the addition of the 2200 West Station would not result in a net decrease in trips per day on the entire TRAX System.

Notwithstanding Section 7.2.1 above, if the 2200 West Station has not been constructed within four (4) years after the Airport Extension is first placed into revenue service, UTA shall construct such station, at the request of the City, provided that (i) construction of the 2200 West Station is recommended by an independent professional consultant, jointly selected by the parties (ii) such consultant determines that construction

of the 2200 West Station will not result in a net decrease in trips per day on the entire TRAX System, and (iii) the City shall be responsible for paying one-half of the cost of the 2200 West Station.

Prior to the construction of the 2200 West Station, UTA shall, at its cost and expense, provide transit service between the Winifred Station and the area bounded by 2200 West, 700 North, 1950 West, and North Temple. UTA shall study various means of providing such transit service, including but not limited to: shuttle service, van pool opportunities, and a dedicated bus route, and shall implement that service which, in UTA's reasonable discretion, offers the best value to UTA patrons. UTA reserves the right to adjust the type and frequency of service offered, as and when appropriate in order to address changes in demand, costs, and other relevant factors.

The Transportation and Mobility Subcommittee met Thursday and recommended that the 2200 West Station be built immediately as part of the project.

### **FREE-FARE ZONE**

The proposed agreement does not include a section addressing expanding the downtown free-fare zone, although earlier versions did. It should be noted that UTA unilaterally expanded the free-fare zone before the opening of the Front-Runner commuter rail service.

The original free-fare zone corresponded to a Central Business District bordered by 400 West, North Temple, 200 East and 400 South streets. The 1996 *Fixed Guideway Transit Corridor Agreement* between the City and UTA says in part, "All transportation services relating to light rail or bus services within the Central Business District will be offered to the public free of charge for passengers which both board and deboard within the Central Business District."<sup>4</sup>

The expanded free-fare zone includes light rail stations at the Intermodal Hub and 500 West 200 South. It also includes buses traveling from the Intermodal Hub along the 200 South bus corridor, but the expanded zone does not include the Library Station at 200 East 400 South.<sup>5</sup> Including the Library Station in the free-fare zone has been a long-term City goal.

The Transportation and Mobility Subcommittee recommends that the free-fare zone be expanded east to 300 East Street. Expanding the zone there would recognize the eastward expansion of downtown residences, the attractive value of the Library Station which, according to some, is the second-largest tourist draw in Utah, and the bus stops at the east end of the block bordered by 200 East and 300 East streets on 400 South Street.

It should be noted that the unadopted *Downtown In Motion* transportation master plan for downtown contains the following language: "The Free Fare Zone will be extended to include the Library TRAX Station and three new stations on the west side of Downtown, including the Intermodal Hub and the hotels on 600 South."<sup>6</sup> The plan was jointly financed by Salt Lake City, UTA, the Utah Department of Transportation and the Salt Lake Chamber.

### **ADMINISTRATION RESPONSES TO VARIOUS QUESTIONS**

This section contains Administration responses to questions about the proposed project. The responses originally were distributed at the April 22 City Council briefing. The questions appear in italics.



*How does the location of the Fairpark Station affect the connection of the Jordan River trail? Does it adversely affect connecting the trail, or does it improve the connection, or does it have no effect on the trail connection?*

The Fairpark Station provides an easy connection for users of the Jordan River Trail to the light rail system, and it provides a safe route across North Temple Street. Users will have direct access to the trail via the North Temple connection to the light rail lines, commuter rail and other transit systems. At least half of the rail cars servicing the Airport line will be low-floor, with no stairs to climb, allowing connection to the trail without necessarily having to drive to a trailhead.

The western end of the new Fairpark station will be approximately 150 feet east of the river and trail. The intent is to extend the trail from the river's east bank to the planned light rail station where trail user can safely cross North Temple using signalized crosswalks. The trail currently crosses North Temple with a signalized pedestrian crosswalk in approximately the same location... These crosswalks are a part a new intersection at the west end to the platform. The intersection will provide access to a possible park and ride lot on the south side of the station. Sidewalks on North Temple will be widened from the intersection to the trail to provide adequate space for bicyclists and pedestrians and also, could be designed as an enhancement or entrance feature to the trail.

The City evaluated an option of running the trail under the existing Jordan River Bridge and determined insufficient clearance existed between the bridge and water surface. A future bridge would have to be elevated several feet to provide for adequate clearance for the trail. This would adversely affect construction of the light rail platform and access to nearby properties because of the grade changes resulting from raising the roadway on both sides of the river. The signalized crosswalk provides a safer, more feasible route for crossing North Temple and accessing the station.

*What discussions has the City had with owners of the Menlove property pertaining to access along North Temple Street? How many left turns from North Temple Street to the Menlove property are planned, and why that number is appropriate?*

Access to the Menlove property has been an issue that has been discussed at a number of meetings and will continue during the design process. Concern has been expressed regarding the loss of left turn access into and out of their property when the light rail line is built. There are 11 driveways along North Temple that provide access to the Menlove property (41 acres along the north side of N. Temple west of the Jordan River).

With the project, all non-signalized accesses along North Temple will be limited to right-in/right-out. Left turns will only be allowed at signalized intersections. This type of controlled movement is standard on all center-running light rail lines in the City and required for safety purposes. It is akin to any street having a raised median.

Signalized intersection access to the Menlove property will be provided at Garside Street, where a traffic signal already exists, and at a new intersection to be built at 1300 West. UTA has been discussing changes to the Menloves property at the Garside Street intersection to improve access by motor homes and trailers entering the KOA Campground. At the west end of the Menlove property a new traffic signal will be constructed at approximately 1300 West to an existing driveway. The Menlove property owners and Rocky Mountain Power will share the use

of this signal. This new signalized intersection will allow left turns into and out of the Menlove property as well as into and out of the Rocky Mountain Power property on the south side of North Temple. The intersection of Garside Street and North Temple is currently signalized and will remain so, which allows motorists going eastbound on North Temple to make left turns onto Garside Street. As part of the project, changes are being proposed that will allow motorists to access the Menlove property from Garside. The project will also include reconfiguring certain internal traffic circulation patterns affected by the revised access on the east and west sides of the Menlove Property.

While left and right turn access is desired by property owners, the City has no obligation to provide this “all maneuver” access to all properties, but only to provide access, which may be limited to right-in/right out. Left turn access into and out of all existing driveways cannot be maintained with the light rail project, but reasonable access will still be maintained to the Menlove property.

Consolidation and/or elimination of some of Menlove property driveways have been discussed as part of the preliminary engineering work of the project, but no decisions have been made. It may be advantageous to North Temple traffic to consolidate and/or remove some driveways along the Menlove property, but further review and consultation with the Menlove property owner is needed which will be done as part of the final design work.

*Where might a light rail station be placed on 600 West and how much it would cost to build?*

The only location a light rail station could be constructed on 600 West is between 100 and 200 South unless a station were built on top of a viaduct over the Union Pacific and Commuter Rail tracks. The station would likely be located on the south side on 100 South Street. Sufficient space is not available south of North Temple or north of 100 South for the standard 350 foot stations. This is because of the light rail tracks need to begin climbing just past the intersections to clear the tracks. A station between 100 and 200 South would be within a block's walking distance of both the new light rail stations at 525 West and 200 South and at the Intermodal Hub. Addition of a light rail station on 600 West would have a negative impact on the ridership because of the numerous stops so close together and the increased time needed for passengers to reach the Airport.

A station could be constructed on top of the 600 West viaduct, but would have an adverse effect on pedestrian access, and the increased size of this structure would add to the visual impacts the viaduct creates for the neighborhood. This elevated station would require patrons climb 25 to 30 feet to access the light rail. Costs for constructing this type of station would be similar to the estimated \$10-\$12 million for the North Temple transfer station. Because of the closeness of the Hub a commuter rail transfer station at this location is not practical. A standard at-grade light rail station costs approximately \$1 million.

*To a fairly accurate degree, how much it might cost to build a light rail line underground on 600 West between 200 South Street and North Temple? What is the estimated cost to put the North Temple line underground between 400 West and 600 West, assuming one left the auto-viaduct standing?*

The estimated cost for construction of just the tunnel under the 600 West tracks is \$50+ million. This does not include costs associated with the temporary realignment of Union

Pacific's main line tracks and UTA's commuter rail racks necessary to construct the tunnel. These additional costs would be significant and likely exceed the amount needed to build the tunnel itself.

During construction of the tunnel, which would need to be about 200 feet in length, Union Pacific's tracks would have to be relocated north requiring the acquisition of several private properties and demolition of existing houses. This relocation would affect access to the Bridges Development. Commuter rail tracks would be temporarily relocated south into The Gateway's new parking lot. The alignment of these temporary tracks would sharpen existing curves and force the trains to slow to 10 mph from the current 30-40 mph speed. Reducing the train speeds increase the overall travel time for commuter rail passenger to reach the Hub. What's more, it may not be possible to move these tracks at all and still have Union Pacific's system operate because of the configuration at Grants Tower.

It would be very difficult to reach an agreement with Union Pacific due to the adverse affects on their ability to move trains through the City and their financial investment in the recent Grants Tower reconfiguration.

Down ramps into the light rail tunnel would extend from the North Temple and 100 South intersections to the tunnel and would have retaining walls along both sides of the track. These walls and ramps restrict left turn movements across the tracks. Access at private driveways and South Temple would be right in/right out only. A viaduct allows for this movement because vehicles can pass under the structure. There are personal safety issues related to tunnels that cannot be guaranteed to be mitigated with CPTED design involvement. There are ongoing maintenance costs related to tunnels that are higher than those of a viaduct, such as dewatering in this area of very high water table. If a station were to be included in a tunnel option, it would need to be underground in the tunnel, which would be yet another increase in cost and CPTED concern.

Placing the light rail in a tunnel adjacent to North Temple creates similar problems with the temporary relocation and operation of the UP and commuter rail tracks. Space may not be available for this relocation. It would be necessary to remove and replace the existing viaduct to construct this tunnel unless additional right of way could be acquired. A tunnel would require the relocation of the City Creek conduit under the viaduct and require continuous ground water pumping to keep the tunnel operational. Connecting commuter rail to light rail through an underground station could add another \$20+ million to the price tag and would create safety and operational problems. Personal safety and CPTED concerns would also exist with this underground station. Not enough information or evaluation is available to estimate the total cost of putting light rail in a tunnel under North Temple.

*Is it correct to say that, if there is no commuter rail station built that connects to the proposed station on top of the North Temple TRAX viaduct, then no light rail lines serving the airport will stop at the Intermodal Hub? If that is correct, what light rail stations would serve as staging areas for people who want to go to the airport?*

UTA's stated intent is to interline the airport line with the Mid-Jordan or Sandy line. The line not interconnected to the airport would travel to the Hub. This is largely due to the selection of the 400 West alignment over the 600 West alignment. UTA's intent is to build the commuter rail platform under the North Temple viaduct to allow a direct connection with the Airport line. If the North Temple commuter rail platform is not built by the time the Airport line is operating,

airport-bound commuter rail passengers from the south will need to make a single transfer connection to the Airport/Mid-Jordan Line at the Murray Station or travel to the Hub and then take the light rail to the Arena Station and transfer again to the Airport Line. Also, light rail passengers traveling from the south could transfer to the Airport line at any station between where the joined the mainline tracks and the Arena station. Commuter rail passengers from the north would also need to do the double light rail transfer.

*If a commuter rail station is built to connect to the proposed station on top of the North Temple TRAX viaduct, how are people using either the commuter rail station or the light rail station going to feel comfortable using them? Are designs for each going to use Crime Prevention through Environmental Design principles or other ways to make sure people feel safe hanging around viaducts early in the morning and late at night?*

The design for the track alignment and transfer stations at 500 West are only in the preliminary, conceptual stage. As the designs are progressed, all aspects of safety, comfort, convenience, and crime prevention will be addressed. Both UTA and the City will be involved in this process as it moves forward.

*Are there economic benefits and an economic development benefits to Salt Lake City to having the “200 North jog” instead of the 400 West viaduct?*

Preliminary discussions have been held regarding options for the 400 West alternative as the alignment goes between 400 West and 600 West. These discussions have all been based on early, conceptual drawings. UTA is in the process of hiring a contractor and final designer which will allow UTA, Salt Lake City, and all affected stakeholders to have a better understanding of how any alignment option in this area will affect cost, ridership, neighborhoods and pedestrian connectivity, as well as economic development potential.

*Is the 400 West option is operationally better than the 200 North jog? Is there a marked cost difference between the two options, and what sort of viaduct might be designed?*

Light rail train and traffic operations as well as cost, ridership, and neighborhood and pedestrian connectivity need to be explored further in final design for any option for the 400 West alternatives. An alignment that continues to the west at 200 North and then turns south at 600 West instead of turning south east of the railroad tracks will not work due to engineering reasons (a TRAX station on 200 North needs to be relatively flat, and therefore the LRT alignment could not get up and over the railroad tracks without exceeding grade requirements). Orienting the tracks so they head south from 200 North at approximately 500 West would allow for an at-grade transfer between light rail and commuter rail.

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<sup>1</sup> Public Way Use Agreement, Section 3 (a)

<sup>2</sup> Administration Transmittal, Page 2

<sup>3</sup> Interlocal, Section 13.4.3

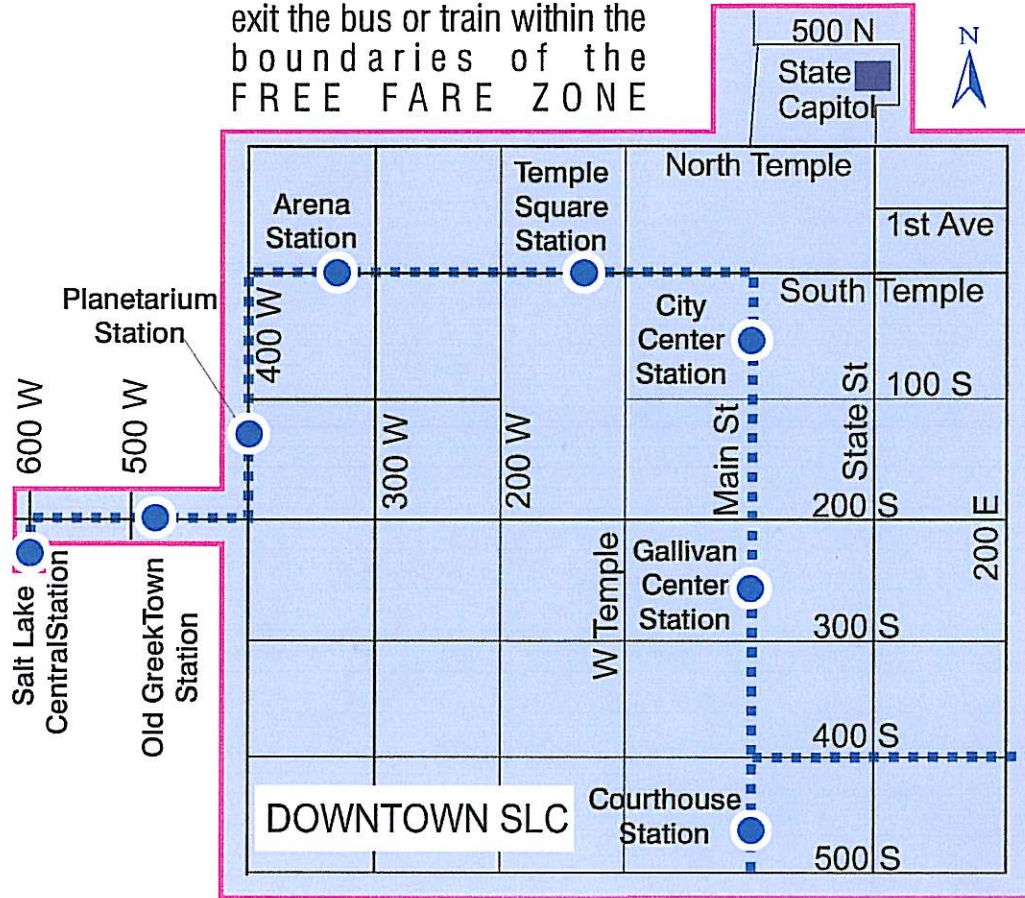
<sup>4</sup> Fixed Guideway Transit Corridor Agreement, November 18, 1996, Section 4 (b).

<sup>5</sup> Please see attached map.

<sup>6</sup> *Downtown in Motion*, Page 3.

# Free Fare Zone

RIDE FREE If you enter and exit the bus or train within the boundaries of the FREE FARE ZONE



APR 30 2008

RICHARD GRAHAM  
PUBLIC SERVICE DIRECTOR

# SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC SERVICES  
ENGINEERING DIVISION

RALPH BECKER  
MAYOR

To: Lyn Creswell, Chief Administrative Office

From: John Naser, Deputy City Engineer

Date: April 29, 2008

Re: Salt Lake City and Utah Transit Authority Airport Light Rail Interlocal Agreement

**Recommendation:** That the City Council consider the Administration's recommendations for entering into an interlocal agreement with UTA for construction of the light rail extension to Airport and adopt the accompanying Ordinance.

## DISCUSSION:

The Salt Lake City Administration recommends approval of the Interlocal Agreement (ILA) Regarding the Design and Construction of the Downtown to Airport TRAX LRT Project between Salt Lake City Corporation (City) and Utah Transit Authority (UTA). The ILA addresses the following key issues.

### 1. TRAX Airport Connection Project Scope:

1.1 The Project will be constructed largely (i) within the City Right-of-Way, and (ii) on Airport Property, and will affect both Airport operations, and traffic patterns, commercial and residential access within the City.

1.2 Accordingly, the parties propose to enter into the Agreement for the following primary purposes:

- To identify and document the interests and objectives of each party with respect to the Project, and to establish minimum Project requirements.
- To provide for the payment of Project costs.
- To describe the respective responsibilities of the parties and establish cooperative procedures that will achieve the objectives identified herein.
- To establish a mechanism for achieving critical path milestones (such as obtaining any necessary FAA or other federal approvals), and for agreeing upon Construction Commencement Dates.
- To establish procedures for making decisions in connection with a number of unresolved issues relating to the Project.
- To establish mechanisms for resolving any disputes between the parties arising in connection with the Project.

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- To establish procedures for making changes in the Scope of Project, Performance Specifications, and other matters relating to the Project.

## 2. **Policy Committee and Technical Working Group:**

2.1 Several significant decisions relating to the Project remain to be made by the parties subsequent to the execution of the ILA. Such decisions include, in particular:

- The Alignment for the segment from 2400 West Street to the south side of the Surplus Canal, adjacent to the Airport.
- The decision to design the crossing on the Airport at 3700 West as an at-grade or a grade-separated crossing.
- The design of the integration of the Airport Station into the reconfigured Airport terminal area.

2.2 The City has established the Policy Committee and the Technical Working Group for the purpose of studying the available options for the Alignment on the Airport, and making recommendations to the Mayor. Under the ILA, the parties acknowledge and confirm the formation of the Policy Committee and the Technical Working Group, which will provide recommendation on the issues set forth above.

## 3. **Light Rail Alignment**

3.1 The alignment of the Airport Light-Rail Extension is established as running north along 400 West Street, connecting to North Temple Street, then running west in a center-running configuration to approximately 2400 West, (as depicted on fig. 1, Segment 1 ) subject to the following:

- The City may, prior to December 31, 2008, request a change in the Alignment for this segment. UTA agrees to implement any requested Alignment change (i) that does not unreasonably delay the Project schedule, (ii) is technologically and operationally feasible, and (iii) for which any incremental increase in design and construction costs above the costs of the Alignment are funded by the City or some other party as a Betterment. The determination by the City to request an Alignment change would be authorized by resolution of the City Council, following completion by the City of all applicable legal requirements.
- Any incremental increases in design and construction costs resulting from an alignment change above the costs of the proposed Alignment may be funded by the City out of available balances in the fund called the Alliance Fund. The Alliance Fund is established by a \$10 million contribution by UTA to pay for various aspects of the project, including improvements to track treatment on North Temple that would be more expensive than ballasted track. Any savings resulting from an alignment change would also be credited to the City in the Alliance Fund. The amount of UTA's contribution to the Alliance Fund would be adjusted by a final determination of the cost related to Segment 2 of the Alignment.



3.2 The preferred alternative for the Alignment from 2400 West to the Surplus Canal (as depicted in fig. 1, Segment 2) has not been identified. The parties agree that the preferred alternative will be identified by the Technical Working Group. The Technical Working Group will submit its recommendations for the preferred alternative to the Policy Committee. The Policy Committee then provides a recommendation to the Mayor. The Mayor, taking such recommendation into account, will identify and establish the preferred alternative for the Alignment for this segment. The final Alignment for this segment cannot immediately be established by the parties, due to numerous factors largely beyond their control, including without limitation approvals required to be obtained from the FAA (e.g. relating to the airport runway protection zone for Runway 35, and NEPA), the FTA, the FHWA, the TSA or other applicable federal agencies, land use rights to be obtained from UDOT, safety considerations, cost considerations and other factors.

3.3 The parties have agreed to the Alignment for the segment from the Surplus Canal to the Airport terminus (as depicted in fig. 1, Segment 3).

#### **4. Light Rail Stations**

4.1 The parties have agreed for the construction of seven (7) additional light-rail stations at approximately the following locations: (a) on top or adjacent to the North Temple viaduct, (b) at the intersection of North Temple and 800 West Street, (c) at the intersection of North Temple and the Jordan River, (d) at the intersection of North Temple and Garside Street, (e) at the intersection of North Temple and Winifred Street, (f) at or near to Airport Terminal One, and (g) a future station at the intersection of North Temple and 2200 West.

4.2 The parties further agreed that with respect to the possible future station at North Temple and 2200 West, UTA will to periodically study the demand for the 2200 West Station, and agrees that the 2200 West Station shall be constructed, at the request of the City, and at the full cost and expense of UTA, at such time as UTA reasonably determines that (i) daily passenger boardings at the Winifred Station and the 2200 West Station average 1,500 per day, and (ii) based on the then-current Wasatch Front Regional Council's Regional Travel Demand Model, and (iii) the addition of the 2200 West Station would not result in a net decrease in trips per day on the entire TRAX System. Notwithstanding the study of the demand for the station, if the 2200 West Station has not been constructed within four years after the commencement of light rail service, UTA will construct such station, at the request of the City, provided (i) construction of the 2200 West station is recommended by an independent professional traffic engineer consultant, jointly selected and funded by the parties, taking into account, among other things, any net increase or decrease in trips per day on the entire TRAX System, as determined by such consultant, and (ii) that the City will be responsible for paying one-half of the cost of the station.

4.3 Prior to the construction of the 2200 West Station, UTA will, at its cost and expense, provide transit service between the Winifred Station and the area bounded by 2200 West, 700 North, 1950 West, and North Temple.

4.4 The final design of the Airport will include the integration of the Airport Station, and will require the relocation of the Airport Station and the extension or relocation of tracks and other facilities. All reasonable and necessary costs associated with the relocation of the Airport Station, and the relocation and extension of all tracks and ancillary facilities, will be paid by UTA. Such costs shall include the incremental costs incurred by the City associated with integrating the Airport Station into the new Airport terminal area facilities.

## **5. Transit and Traffic Studies; Impact Mitigations**

5.1 UTA agrees to participate with the City and UDOT in studies, in accordance with the Salt Lake City Downtown In Motion Transportation Master Plan to consider operation problems, system constraints and parameters. UTA also agrees to develop light rail operating concepts compatible with the parameters established in the studies. Furthermore, UTA agrees to conduct studies to ensure that proposed expansions of the downtown light rail tracks are developed in a timely fashion.

## **6. Environment and Sustainability**

6.1 In the ILA, the parties express their mutual commitment, during the useful life of the Airport Extension, to seek opportunities to incorporate into the Project both proven and innovative techniques to enhance environmental protection, minimize environmental impact, and promote sustainability. UTA also commits, consistent with its environmental mission statement, to develop and implement practices that support environmental protection and sustainability.

## **7. Funding of Project Costs**

7.1 The City agrees to make cash contributions to UTA, in the maximum aggregate amount of \$35 Million, to partially fund Project Costs, in the following manner:

- Pursuant to S.B. 245, adopted by the Utah Legislature during its 2008 General Session, the Utah Legislature has provided an indirect source of revenue to the City, consisting of a 20% of each motor vehicle registration fee collected annually by Salt Lake County (the "Registration Fees").
- Beginning with the first month in which such Registration Fees are collected by the City, the City will set aside all Registration Fees received by the City, for a period of up to forty-eight months.

- The City will average such receipts to determine the amount of such Registration Fees which the City can reasonably expect to receive on an annual basis.
- The City will issue its sales tax revenue bonds (the “Bonds”), in the maximum principal amount possible, assuming a fixed rate of interest, a maximum term of twenty (20) years, and a maximum annual level debt service payment equal to the average annual Registration.
- The proceeds of such Bond issue, net of all costs of issuance, reasonably required or prudent reserves, and similar amounts (the “Net Bond Proceeds”), will be paid to UTA.
- In addition, an amount equal to the amount of Registration Fees actually collected and set aside by the City, including interest earnings thereon (the “Saved Fees”), less a reasonable reserve (the “Reserve Amount”) equal to one-half of the average, will be paid to UTA.
- Following the issuance of the Bonds, the City will make a payment to UTA in an amount equal to the Net Saved Fees, to reimburse UTA for actual disbursements made by UTA to pay Project Costs, as and to the extent UTA provides the City with evidence, by such documentation as shall be reasonably satisfactory to the City, of the payment of such Project Costs. Unlike Net Saved Fees, Net Bond Proceeds may only be used by UTA to pay Project Costs incurred for portions of the Project which will be owned by the City, including without limitation City-owned utilities, street asphalt and paving, sidewalks, curb, gutter, traffic signals, and the like.

7.2 It is anticipated that the amount paid to UTA related to the Bond issue will be less than \$35 Million. The difference between \$35 Million and the amount paid, together with interest on such difference, accruing on and after the payment of all Net Bond Proceeds and Net Saved Fees, will be paid by the City to UTA, over time. The City will pay to UTA an amount equal to all Registration Fees received by the City in excess of the Registration Fees necessary to pay debt service on the Bonds, less an amount necessary to replenish any portion of the Reserve Amount spent by the City on debt service or Bond related expenses. Such annual payment will continue until the Shortfall is fully paid.

## **8. Grand Boulevard and Betterments**

8.1 The City anticipates that it shall plan, design and construct certain improvements in and adjacent to North Temple Street concurrent with the Project (the “Grand Boulevard.”). The Grand Boulevard is not considered to be part of the Project, thus it is not included in the Project Costs, provided, however, that the City may fund the design and construction of the Grand Boulevard improvements as part of the project using UTA’s project contractors. Any cost savings realized by UTA as a result of the implementation of any part of the Grand Boulevard shall be credited to the Alliance Fund. It will be the obligation of UTA, as part of the Project Costs, to pay for the acquisition by the City of any additional right-of-way required to be acquired to

implement the Grand Boulevard (if such acquisition is necessitated because of the Project) or, if the Grand Boulevard is not implemented, to restore a standard level of functionality on North Temple Street.

8.2 The City will be responsible for reimbursing UTA for all incremental costs incurred by UTA as a result of a Betterment. The City may use available funds in the Alliance Fund to pay for Betterments. The City may design, construct or otherwise perform the Betterment using its own forces, subject to design review and approval by UTA, provided that the City's design and construction process does not unreasonably interfere with the Project schedule.

8.3 While this is not detailed in the ILA, it is anticipated that the City may rehabilitate and enhance the existing North Temple viaduct as part of the Grand Boulevard. This may include, but is not limited to replacement of the outside travel lanes with sidewalks, bike lanes, upgrades to the street and pedestrian lighting systems, removal of the existing pedestrian ramp, and connections to the light rail/commuter rail transfer stations.

## **9. Project Management**

9.1 Traffic and Staging Plans – the contractor is responsible for developing traffic and staging plans consistent with City standards that coordinate holiday and other significant event planning for the impacted businesses.

9.2 Public Outreach – a public outreach plan will be developed by the contractor and approved by both the City and UTA. The goal is to ensure that the impacted businesses, residents, and other property owners are kept well-informed and are able to provide input throughout the construction process.

9.3 Project Integration Team – the project will be managed by the Project Integration Team consisting of the designees of the Department of Airports Engineer, and the City Engineer. UTA will appoint its Project Manager.

## **10. Art in Transit**

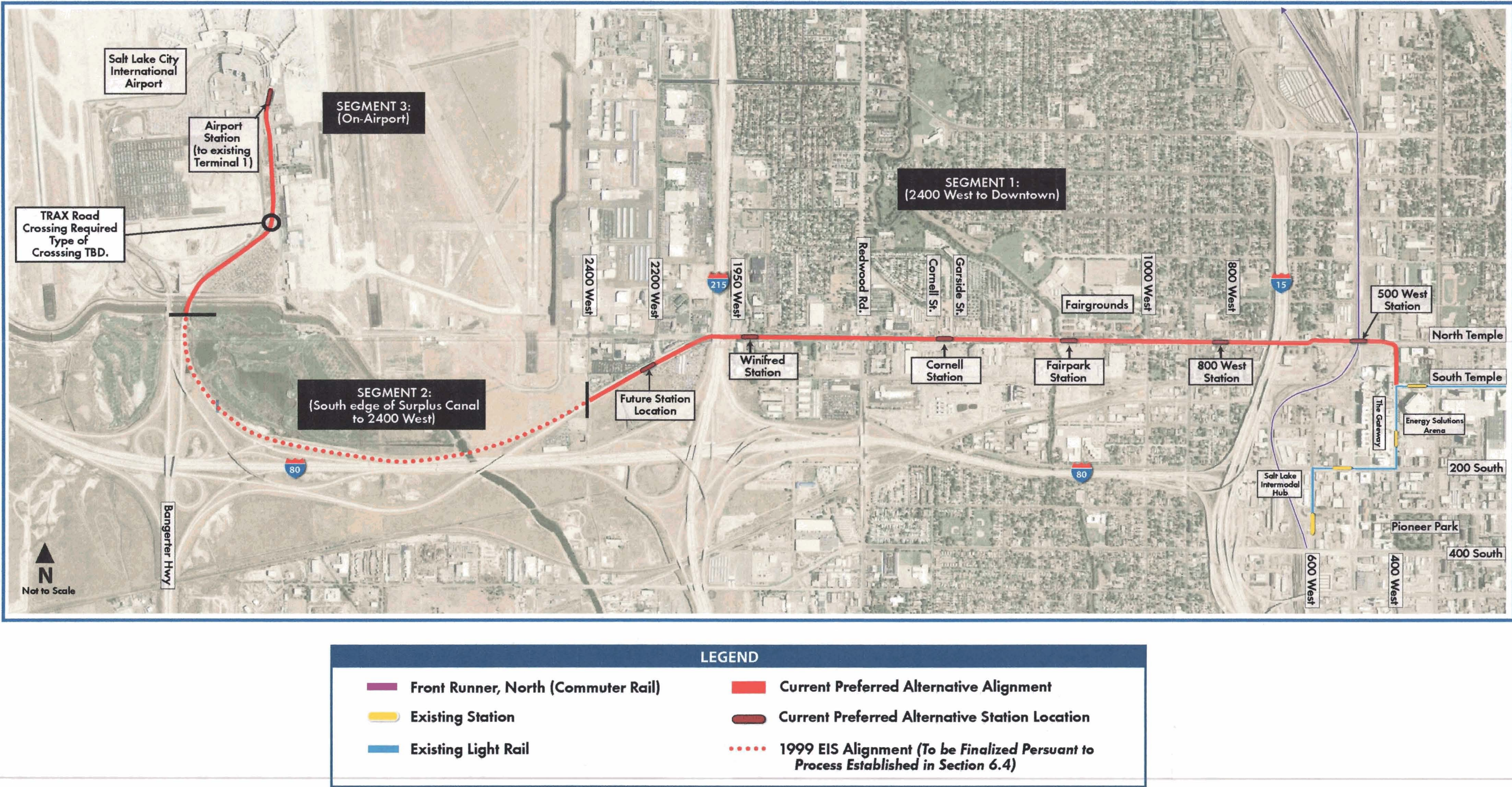
10.1 The project includes joint funding of art with UTA contributing \$1, up to a maximum of \$300,000, for every \$1 contributed by the City. Art in Transit for this project need not be confined to stations and could include art along the route, but would be related to the project. The Art in Transit project will be coordinated by the Salt Lake Art Design Board.

## **11. Public Way Use Agreement**

11.1 The Public Way Use Agreement permits UTA to construct, operate, and maintain the TRAX line in the City streets.



Exhibit A: Airport TRAX Alignment and Station Locations





SALT LAKE CITY ORDINANCE

No. \_\_\_\_\_ of 2008

(Relating to the TRAX extension project, extending light rail service to the Salt Lake City International Airport; the granting by Salt Lake City to Utah Transit Authority of certain City street surface rights for the operation of such light rail extension; and related matters)

\* \* \*

AN ORDINANCE (1) APPROVING, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, AN INTERLOCAL AGREEMENT BY AND BETWEEN SALT LAKE CITY CORPORATION AND UTAH TRANSIT AUTHORITY (A) RELATING TO THE DESIGN, CONSTRUCTION, OWNERSHIP AND FUNDING OF AN EXTENSION OF THE TRAX LIGHT RAIL LINE TO THE SALT LAKE CITY INTERNATIONAL AIRPORT, (B) PROVIDING FOR THE ALIGNMENT OF THE LIGHT RAIL LINE, (C) PROVIDING FOR SEVEN LIGHT RAIL STATIONS, AND (D) PROVIDING FOR OTHER RELATED MATTERS; (2) AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC WAY USE AGREEMENT GRANTING TO UTAH TRANSIT AUTHORITY CERTAIN CITY STREET SURFACE USE RIGHTS FOR OPERATION OF THE LIGHT RAIL EXTENSION; AND (3) AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY TO CONSUMMATE THE FOREGOING TRANSACTIONS; AND RELATED MATTERS.

\* \* \*

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, Salt Lake City, Utah (the "City") and Utah Transit Authority ("UTA") desire to (a) provide for the design, construction, funding and ownership of facilities extending TRAX light rail line service to the Salt Lake City International Airport, (b) provide for the granting by the City to UTA of certain City street surface use rights, pursuant to a Public Way Use Agreement, for the operation of such TRAX light rail line, and (c) make all other arrangements necessary or desirable in connection with the foregoing, and for this purpose have proposed entering into an interlocal cooperation agreement, as authorized by the Act; and

WHEREAS, a proposed interlocal cooperation agreement entitled "Interlocal Agreement Regarding the Design and Construction of the Downtown to Airport TRAX LRT Project Between Salt Lake City Corporation and Utah Transit Authority" (such interlocal cooperation agreement, including all exhibits attached thereto, being referred to herein as the "Interlocal Agreement"), has been negotiated, and has been presented to and is now before the City Council for consideration; and

WHEREAS, pursuant to the requirements of Section 10-8-2(3), Utah Code Annotated, a study has been performed setting forth an analysis and demonstrating the purpose for making the conveyances, assignments and grants contemplated by the Interlocal Agreement (the "Study"); and

WHEREAS, the City Council has, following the giving of not less than fourteen (14) days public notice, conducted a public hearing relating to the foregoing, in satisfaction of the requirements of Sections 10-8-2(3) and 10-8-2(4), Utah Code Annotated; and

WHEREAS, the Council has reviewed the Study, and has fully considered the analysis and conclusions set forth therein, and all comments made during the public hearing; and

WHEREAS, the City Council desires at this time to approve such Interlocal Agreement and all transactions contemplated therein,

NOW THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. Extension of the light-rail line from its current terminus in Salt Lake City to the Salt Lake City International Airport ("Airport Light-Rail Extension") is approved;
2. The City Council does hereby approve the alignment of the Airport Light-Rail Extension running north along 400 West Street, connecting to North Temple Street, then running west in a center-running configuration to approximately 2400 West, and then to the Airport;
3. The City Council does hereby approve the construction of seven (7) additional light-rail stations at approximately the following locations: (a) on top or adjacent to the North Temple viaduct, (b) at the intersection of North Temple and 800 West Street, (c) at the intersection of North Temple and the Jordan River, (d) at the intersection of North Temple and Cornell Street, (e) at the intersection of North Temple and Winifred Street, (f) at or near to Airport Terminal One, and (g) a future station at the intersection of North Temple and 2200 West.;
4. The City Council does hereby approve the reduction of the number of travel lanes on North Temple Street from three to two lanes in each direction;
5. The City Council hereby adopts the conclusions set forth in the Study, and hereby finds and determines that, for all the reasons set forth in the Study, the conveyances, assignments and grants contemplated by the Interlocal Agreement are supported by full and adequate consideration, both tangible and intangible.

6. That the Interlocal Agreement, in substantially the form presented to the City Council at the public meeting at which this Ordinance is adopted, is hereby approved, and Ralph Becker, Mayor of the City, or his designee, is hereby authorized to execute and deliver the Interlocal Agreement on behalf of the City, subject to such minor changes as do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

7. That certain Public Way Use Agreement, in substantially the form attached to the Interlocal Agreement, is hereby approved, and the Mayor, or his designee, is hereby authorized to execute and deliver such Agreement on behalf of Salt Lake City Corporation, subject to such minor changes as do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

8. The Mayor, or his designee, is hereby authorized to execute and deliver all documents, certificates and showings, and to otherwise take any and all actions, deemed by the Mayor to be reasonably necessary or desirable to consummate the transactions contemplated by the foregoing.

9. Each of the foregoing documents authorized and approved by this Ordinance shall take effect on the date last signed by all necessary signatories.

10. This Ordinance shall become effective immediately upon publication of notice thereof by the Salt Lake City Recorder.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4/29/08  
By FR [Signature]

Transmitted to Mayor on \_\_\_\_\_.

Mayor's Action: \_\_\_\_\_ Approved. \_\_\_\_\_ Vetoed.



\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2008.  
Published: \_\_\_\_\_.

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**INTERLOCAL AGREEMENT**  
**REGARDING THE DESIGN**  
**AND CONSTRUCTION OF**  
**THE DOWNTOWN TO AIRPORT**  
**TRAX LRT PROJECT**  
**BETWEEN**  
**SALT LAKE CITY CORPORATION**  
**AND**  
**UTAH TRANSIT AUTHORITY**

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THIS INTERLOCAL AGREEMENT REGARDING THE DESIGN AND CONSTRUCTION OF THE DOWNTOWN TO AIRPORT TRAX LRT PROJECT (this "Agreement"), is entered into as of \_\_\_\_\_, 2008, by and between SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The City and UTA are hereafter sometimes collectively referred to as "parties" and either may be referred to individually as a "party."

### **RECITALS**

WHEREAS, UTA owns and operates a light rail public transportation system (the "TRAX System") in the Salt Lake Valley, portions of which TRAX System are located within Salt Lake City; and

WHEREAS, in order to connect the existing TRAX System to the Salt Lake City International Airport (the "Airport"), to provide a means for passengers to travel directly to and from the Airport, and to generally increase the convenience and usage of public transportation within UTA's service area, the parties are cooperating to extend the TRAX System from downtown Salt Lake City to the Airport (as more particularly described herein, the "Project"); and

WHEREAS, UTA has retained a consultant to perform the engineering work for the Project; and

WHEREAS, UTA has retained a construction manager/general contractor ("CM/GC") to oversee and/or perform the construction work for the Project; and

WHEREAS, much of the Project will be constructed within public right-of-way owned by the City, and will require the modification of City-owned roadways, utilities and other City facilities; and

WHEREAS, the Airport is currently engaged in a comprehensive planning effort that will guide construction and operations at the Airport in the coming years, and that has relevance to the selection of an alignment of the Project on Airport property and the location of a permanent Airport station; and

WHEREAS, other portions of the Project alignment remain undetermined at this time, and the parties desire to define and provide for a procedure to establish the full Project alignment at the earliest possible date; and

WHEREAS, the parties desire to enter into this Agreement, providing generally for the planning, design and management of the Project, documenting the scope and general configuration thereof, providing for the funding of the costs thereof, defining and providing for procedures to determine certain as yet undetermined elements and features of the Project, and other related matters; and

WHEREAS, this Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), and the parties desire to evidence compliance with the terms and provisions of the Act; and

WHEREAS, the parties wish to enter this Agreement to document and confirm their mutual agreements with respect to the foregoing,

NOW, THEREFORE, based upon the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the parties to be derived herefrom, and other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

## **ARTICLE 1.           DEFINITIONS**

In addition to other terms that may be defined throughout this Agreement, the following capitalized terms shall have the meanings indicated below:

1.1     “Administrative Fees” means fees charged for licenses, applications, and plan revisions, as well as fees associated with building permits, land use permits, street cut permits and other similar ministerial charges, but does not include utility connection fees.

1.2     “Airport” means the Salt Lake City International Airport, an international airport administered by the City’s Department of Airports.

1.3     “Airport Extension” means the facilities and improvements to be constructed as part of the Project, extending from a point on the existing TRAX System near the downtown area of the City, to and including the Airport Station, which improvements and facilities shall be and become an integrated part of the TRAX System.

1.4     “Alliance Fund” means the fund by that name established pursuant to Article 13 hereof.

1.5     “Alignment” means the precise course or route to be followed by the Airport Extension consisting, collectively, of Segment 1, Segment 2 and Segment 3.

1.6     “Airport Property” means all real property owned by the City and situated within the boundaries of the Airport.

1.7 “Airport Station” means the TRAX System station to be constructed as part of the Project at or near Terminal One at the Airport, as identified on Exhibit A attached hereto.

1.8 “Betterment” means any work which is (i) related to the Project and requires the expenditure of funds or other resources, (ii) not required by this Agreement to be performed as part of the Project, and (iii) performed at the request of the City.

1.9 “City” means Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah.

1.10 “City Representative” means the City Engineer, or designee, representing the City on the Project Integration Team.

1.11 “City Right-of-Way” means those City-owned properties on which streets are situated that will be utilized by UTA for the construction of the Airport Extension.

1.12 “CM/GC” means the construction manager/general contractor with whom UTA has contracted to: (a) coordinate with the Final Design Consultant during final design; (b) provide preconstruction value engineering and constructability reviews; (c) prepare Traffic and Staging Plans and Public Outreach Plans (as such terms are defined in Articles 18 and 19 of this Agreement) for review by the parties; (d) construct those portions of the Project to be self-performed by the CM/GC; (e) procure, manage and oversee those portions of the Project to be subcontracted; (f) negotiate and establish a Lump Sum Price for the Project as identified in the CM/GC Contract; and (g) procure, manage and oversee work which is considered Betterments, and which the City has requested the CM/GC to perform.

1.13 “CM/GC Contract” means the contract UTA has executed with the CM/GC, as amended from time to time.



1.14 “Construction Commencement Date” means, with respect to any specified portion of the Alignment, the date, designated by the City pursuant hereto, upon and after which UTA shall be authorized by the City to commence substantial Project construction activities within such specified portion of the Alignment, as more fully provided in Article 12 hereof.

1.15 “Construction Submittals” means all construction schedules, construction staging plans, utility shutdown plans, Traffic and Staging Plans and Public Outreach Plans, QA/QC plans, fabrication drawings, approved equals requests, value engineering proposals, product and test data and other deliverables that are provided by the CM/GC from time to time for review, approval or comment pursuant to the CM/GC Contract.

1.16 “Design Submittals” means all interim drawings, specifications, basis of design documents, design assumptions, construction estimates, review items or other matters that are submitted by the Final Design Consultant from time to time for review, comment or determination in the preparation of Final Design Documents.

1.17 “Environmental Law” means all Laws relating to pollution or protection of human health, safety (including worker health and safety) or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including Laws relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern or otherwise relating to the manufacture, transportation, generation, release, containment, storage, handling, disposition, investigation, remediation, or management of any Material of Environmental Concern.

1.18 “FAA” means the Federal Aviation Administration.

1.19 “Final Design Consultant” means the design consultant with whom UTA has contracted to provide Final Design Documents and related work for the Project.

1.20 “Final Design Consultant Contract” means the contract UTA will execute with the Final Design Consultant.

1.21 “Final Design Documents” means the final set of drawings, specifications and cost estimates sealed by the Final Design Consultant and prepared to conform with the Lump Sum Price for the Project.

1.22 “FTA” means the Federal Transit Administration.

1.23 “Governmental Approval” means any authorization, consent, approval, license, permit, lease, ruling, certification, exemption, filing for registration or similar matter by or with any Governmental Authority, including Governmental Approvals relating to any Environmental Law.

1.24 “Governmental Authority” means any nation, state, sovereign, or government, any federal, regional, state, local or political subdivision and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

1.25 “Grand Boulevard” means, collectively, all public way improvements on North Temple Street contemplated or anticipated by the City to be constructed in connection with the Project, which are generally situated outside of the curb, as more particularly described in Exhibit B attached hereto.

1.26 “Intermodal Hub” means the Salt Lake City Intermodal Terminal, also known as the Salt Lake Central Station, located at 600 West, 300 South in downtown Salt Lake City.

1.27 “Law” means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, common law, holding, injunction, Governmental Approval or requirement of such Governmental Authority. Unless the context clearly requires otherwise, the term “Law” shall include each of

the foregoing (and each provision thereof) as in effect at the time in question, including any amendments, supplements, replacements, or other modifications thereto or thereof, and whether or not in effect as of the date of this Agreement.

1.28 “Limited Utility Area” means the restricted utility area, defined in UTA’s current standard specifications, paragraph 6.2 of the Commuter Rail Design Criteria dated November, 2007, Revision 1, within which utilities are not permitted.

1.29 “Lump Sum Price” means the maximum contract price for the Project, as negotiated by UTA and the CM/GC.

1.30 “Materials of Environmental Concern” means chemicals, pollutants, contaminants, wastes, toxic substances and hazardous substances, any toxic mold, radon gas or other naturally occurring toxic or hazardous substance or organism and any material that is regulated in any way, or for which liability is imposed, pursuant to an Environmental Law.

1.31 “Mayor” means the Mayor of the City.

1.32 “NEPA” means the National Environmental Policy Act.

1.33 “Performance Specifications” has the meaning set forth in Article 21 of this Agreement.

“Policy Committee” means the ad hoc committee by that name heretofore established by the City, initially composed of the City’s Chief Administrative Officer, UTA’s Deputy General Manager, the City’s Executive Director of Airports, two representatives from the Airport Advisory Board, and a member of the City’s City Council, or the designees of such individuals, which shall perform the functions described in Article 5 hereof.

1.34 “Preliminary Design Drawings” means the preliminary set of drawings, specifications and cost estimates for the Project prepared by the Preliminary Engineering Consultant.

1.35 “Preliminary Engineering Consultant” means the design consultant with whom UTA has contracted to provide preliminary engineering services and similar work for the Project.

1.36 “Project” means the planning, design, engineering, acquisition, construction and funding of the Airport Extension. “Project” shall include all improvements to be constructed, and all work or other activities to be performed, by UTA pursuant to this Agreement, whether included in the Scope of Project, or otherwise required by this Agreement. “Project” shall not include the Grand Boulevard, or other Betterments.

1.37 “Project Costs” means all costs and expenses incurred by UTA in connection with the Project.

1.38 “Project Integration Team” means the committee established pursuant to, and for the purposes set forth in, Article 22 of this Agreement.

1.39 “Project Executive Team” means the committee established pursuant to, and for the purposes set forth in, Article 22 of this Agreement.

1.40 “PTIF” means the Utah Public Treasurer’s Investment Fund.”

1.41 “Segment 1” means the segment of the Airport Extension Alignment extending from the connection of the Airport Extension to the existing TRAX System at or near the Arena Station, to 2400 West Street.

1.42 “Segment 2” means the segment of the Airport Extension Alignment extending from the western end of Segment 1, at 2400 West Street, to and including a point immediately south of the Surplus Canal, on the Airport Property.

1.43 “Segment 3” means the segment of the Airport Extension Alignment extending North from the westernmost end of Segment 2, to and including the Airport Station.

1.44 “RPZ” means any runway protection zone established by the FAA at the Airport.

1.45 “System” means the mass transit transportation system owned and operated by UTA, including buses, the TRAX System, and commuter rail.

1.46 “TRAX System” means all currently operational segments of UTA’s light rail system, including the portions thereof known as the Sandy Line, the University Line and the Intermodal Hub Extension, and any and all future projects, extensions, additions or modifications to such light rail lines. Upon completion of the Project, the term TRAX System shall include the Airport Extension.

1.47 “TSA” means the federal Transportation Security Administration.

1.48 “Technical Working Group” means the ad hoc committee by that name heretofore established by the City, which shall perform the functions described in Article 5 hereof.

1.49 “UDOT” means the Utah Department of Transportation.

1.50 “UTA Representative” means the UTA Project Manager, or designee, representing UTA on the Project Integration Team.

## **ARTICLE 2. PURPOSE OF AGREEMENT**

2.1 UTA has heretofore selected and contracted with the Preliminary Engineering Consultant to prepare Preliminary Design Drawings for the Project. UTA has also selected and contracted with (or will shortly following the execution hereof select and contract with) (i) the Final Design Consultant, and (ii) the CM/GC.

2.2 The Project will be constructed largely (i) within the City Right-of-Way, and (ii) on Airport Property, and will affect Airport operations, traffic patterns, and commercial and

residential access along the North Temple Street Right-of-Way. Project construction will also impact City-owned utilities, roadway improvements and other City-owned facilities. Therefore, it is important that the Project be designed and constructed in close coordination with the City and in accordance with all applicable FAA and other federal requirements, and that elements of the Project which will be owned by the City, and for which the City shall have or retain ownership, as described in Article 25 hereof, shall be designed and constructed in accordance with the City's engineering standards and requirements for construction of City improvements, public utility modifications and/or relocations, road closures, maintenance of vehicular and pedestrian access to commercial and residential properties, and similar matters.

2.3 Accordingly, the parties have entered into this Agreement for the following primary purposes:

- 2.3.1 To identify and document the interests and objectives of each party with respect to the Project, and to establish minimum Project requirements.  
This Agreement shall constitute the guiding document governing the Project and shall be referenced in the Final Design Consultant Contract and the CM/GC Phase III Contract.
- 2.3.2 To provide for the payment of Project Costs.
- 2.3.3 To describe the respective responsibilities of the parties and establish cooperative procedures that will achieve the objectives identified herein.
- 2.3.4 To establish a mechanism for achieving critical path milestones (such as obtaining any necessary FAA or other federal approvals), and for establishing Construction Commencement Dates.

2.3.5 To establish procedures for making decisions in connection with a number of unresolved issues relating to the Project.

2.3.6 To establish mechanisms for resolving any disputes between the parties arising in connection with the Project.

2.3.7 To establish procedures for making changes in the Scope of Project, Performance Specifications, and other matters relating to the Project.

### **ARTICLE 3. TERM**

This Agreement shall be effective as of the date of execution by both parties and, unless otherwise agreed between the parties, shall continue thereafter in full force and effect until all obligations, commitments and requirements have been fully performed as set forth hereunder. Nothing provided herein shall be construed so as to exceed the term limitation provided in the Act. The expiration or termination of this Agreement shall not relieve or excuse either party of any obligations accruing prior to the expiration or termination hereof including, without limitation, the covenants and warranties made hereunder and any obligations accruing under the indemnification provisions set forth in Article 26 of this Agreement.

### **ARTICLE 4. UTA COMMITMENT TO COMPLETE PROJECT**

UTA hereby agrees to perform and complete the Project, subject to the terms, conditions and contingencies set forth in this Agreement. UTA represents and warrants to the City that it has on hand, or has the ability to obtain and will obtain, funds which, together with the amounts to be paid and the in-kind contributions to be made by the City, will be sufficient to complete the Project and other commitments as described and provided herein.

### **ARTICLE 5. POLICY COMMITTEE AND TECHNICAL WORKING GROUP**

5.1 The following significant decisions relating to the Project remain to be made by the parties subsequent to the execution of this Agreement:

5.1.1 The Alignment for Segment 2, as described in Article 6;

5.1.2 The decision to design the Crossing (defined in Section 6.5.1) as an at-grade or a grade-separated crossing, as described in Section 6.5.1; and

5.1.3 The design of the integration of the Airport Station into the reconfigured Airport terminal area, as described in Article 8.

5.2 The City has heretofore established the Policy Committee and the Technical Working Group for the purpose of studying the available options for the Alignment for Segment 2, and making a recommendation to the Mayor. The parties hereby acknowledge and confirm the formation of the Policy Committee and the Technical Working Group.

5.3 The parties hereby agree to expand the role of the Policy Committee and the Technical Working Group to include studying the matters referenced in 5.1.2 and 5.1.3 above, and making recommendations to the Mayor in connection with such matters.

5.4 The Policy Group and the Technical Working Group are advisory only, and shall operate generally as hereinafter provided.

## **ARTICLE 6. AIRPORT EXTENSION ALIGNMENT**

6.1 The parties have agreed to the Alignment for Segment 1, as depicted in Exhibit A attached hereto.

6.2 The Alignment for Segment 1 identified in Exhibit A is subject to modification as provided in this Section 6.2.

6.2.1 The City may, prior to December 31, 2008, request a change in the Alignment for Segment 1. UTA shall implement any requested Alignment



change (i) that does not unreasonably delay the Project schedule, (ii) is technologically and operationally feasible, and (iii) for which any incremental increase in design and construction costs above the costs of the Alignment identified in Exhibit A are funded by the City or some other party as a Betterment. The determination by the City to request an Alignment change shall be authorized by resolution of the City Council, following completion by the City of all applicable legal requirements.

6.2.2 Any incremental increases in design and construction costs above the costs of the Alignment identified in Exhibit A may be funded by the City out of available balances in the Alliance Fund. If the City selects an alternate Alignment for Segment 1 that is less expensive to design and construct than the Alignment identified in Exhibit A, the resulting cost savings shall be credited to the City in the Alliance Fund.

6.3 As of the date hereof, the preferred alternative for the Alignment for Segment 2 has not been identified. The parties agree that the preferred alternative shall be established as provided below.

6.3.1 The Technical Working Group has been tasked with the responsibility of studying the various options for the Alignment for Segment 2. The Technical Working Group has submitted, or will shortly submit, its recommendations for the preferred alternative to the Policy Committee.

6.3.2 The Policy Committee shall meet to consider the recommendations of the Technical Working Group, and to approve a recommendation to the Mayor. The Mayor, taking such recommendation into account, shall

identify and establish the preferred alternative for the Alignment for Segment 2, and shall document the same by attaching a signed schematic of such preferred alternative to Exhibit A to each party's copy of this Agreement.

6.4 The parties acknowledge that, following the identification of the preferred alternative, the final Alignment for Segment 2 cannot immediately be established by the parties, due to numerous factors largely beyond their control, including without limitation approvals required to be obtained from the FAA (e.g. relating to the RPZ for Runway 35, and NEPA), the FTA, the FHWA, the TSA or other applicable federal agencies, land use rights to be obtained from UDOT, safety considerations, cost considerations and other factors. The parties agree to proceed, as a matter of the highest priority, to finalize the Alignment for Segment 2 at the earliest possible date. In connection therewith, the parties agree as follows:

- 6.4.1 The Policy Committee shall, under the direction of the Mayor, or his designee, direct and supervise all efforts of the City and UTA in connection with the finalization of the Alignment for Segment 2.
- 6.4.2 Immediately following the establishment of the preferred alternative, the Policy Committee shall meet and confer to establish a strategy for finalizing the Alignment for Segment 2. Such strategy shall include, at the earliest possible stage, seeking a determination from the FAA whether further environmental review of the portion of the Project within Segment 2 is required under NEPA and, if so, the scope and nature of the NEPA review.

- 6.4.3 In consultation with legal counsel, the Policy Committee shall determine the appropriate procedural approach with respect to FAA's review under NEPA.
- 6.4.4 The Policy Committee, in consultation with legal counsel, shall also promptly seek a determination from the FAA that the portion of the Project within Segment 1 does not require FAA review under NEPA, with the objective of permitting the planning, design and construction of the portion of the Project within Segment 1 to proceed prior to and independent from completion of any required NEPA review for the portion of the Project within Segment 2.
- 6.4.5 All communications by the parties, either individually or collectively, with the FAA and other federal and State agencies involved in reviewing or approving the Alignment for Segment 2, prior to the finalization of the Alignment for Segment 2, shall be made either by or under the direction of the Policy Committee. Any such communications which are in writing shall be made in the name of the City and under the City's direction.
- 6.4.6 Following completion of the foregoing, the Policy Committee shall report its recommendations to the Mayor and to the General Manager of UTA. The recommendations of the Policy Committee shall be considered by the Mayor, and the Mayor shall, with the concurrence of the General Manager of UTA, determine and establish the final Alignment for Segment 2, such determination to be evidenced by a written addendum to Exhibit A to this Agreement, signed the Mayor and the General Manager of UTA. Both the

City and UTA are committed to selecting the final Alignment for Segment 2 that meets all federal and State requirements, and the objectives of the parties, in the most cost effective manner.

6.4.7 All costs and expenses associated with finalizing the Alignment for Segment 2 shall be considered Project Costs. UTA shall reimburse to the City all actual and reasonable costs and expenses incurred by the City in connection with its efforts to finalize the Alignment for Segment 2, including travel costs. All such expenditures by the City shall be reviewed and approved by the Policy Committee, and UTA's obligation to reimburse the City pursuant to this paragraph shall be limited to actual and reasonable costs. Costs involved in the engagement of outside professional services shall be approved in advance by the Policy Committee.

6.4.8 If the final Alignment for Segment 2 is different from the Alignment for Segment 2 identified in the 1999 Environmental Impact Statement (the "1999 EIS Alignment"), as depicted in Exhibit A, and if the design and construction costs of such different Alignment, as determined by the final Lump Sum Price, are higher than the costs of designing and constructing the 1999 EIS Alignment, as estimated by the CM/GC at the time the final Alignment for Segment 2 is selected (the "Segment 2 Incremental Costs"), such Segment 2 Incremental Costs shall be paid from amounts available for such purpose in the Alliance Fund. If such funds are insufficient to pay the Segment 2 Incremental Costs, any deficiencies shall be paid by

UTA. For the purposes of this paragraph, any monies in the Alliance Fund that have been credited to the City pursuant to Section 13.4.2 shall not be considered “amounts available” to pay the Segment 2 Incremental Costs, it being the intent of the parties that City savings on other portions of the Project not be spent on the Segment 2 Incremental Costs.

6.5 The parties have agreed to the Alignment for Segment 3, as depicted in Exhibit A attached hereto.

6.5.1 The Alignment for Segment 3 requires a road crossing at approximately 3700 West and 400 North (Terminal Road), at the location identified on Exhibit A attached hereto (the “Crossing”). As of the date hereof, the parties have not determined whether the Crossing should be at grade, or grade-separated. This determination shall be made in the manner described below.

6.5.1.1 The Technical Working Group shall be tasked with the additional responsibility of studying the Crossing. The City may, at the recommendation of the Policy Committee, and at the expense of UTA, engage the services of professional traffic engineers to assist the Technical Working Group in gathering data and evaluating the options at the Crossing. The Technical Working Group shall report its findings and recommendations to the Policy Committee.

6.5.1.2 The Policy Committee shall meet to consider the recommendations of the Technical Working Group, and to approve a recommendation to the Mayor. The Mayor, taking such recommendation into account, and with the concurrence of the General Manager of UTA, shall make a determination as to whether the Crossing shall be at grade or grade-separated, and shall document such determination by attaching a memorandum, signed by the Mayor and the General Manager of UTA, to Exhibit A of each party's copy of this Agreement. The track Crossing, whether at grade or grade-separated, shall be considered a Project Cost, to be paid by UTA. Such costs may not be paid from the Alliance Fund.

6.6 Upon the identification by the Mayor of the preferred alignment for Segment 2, as provided in Section 6.3.2, the Alignment as herein designated for Segments 1 and 3, together with the preferred alignment so selected by the Mayor for Segment 2, shall be deemed to collectively constitute the "Locally Preferred Alternative" for purposes of UTA's Environmental Study Report.

## **ARTICLE 7. AIRPORT EXTENSION STATIONS**

7.1 The Airport Extension shall include stations at the locations identified on Exhibit A attached hereto.

7.2 Exhibit A identifies a future station at approximately 2200 West North Temple (the “2200 West Station”). Construction of the 2200 West Station shall be governed by the provisions of this Section 7.2.

7.2.1 UTA acknowledges that future growth in the area west of the Winifred Station may warrant construction of the 2200 West Station. UTA shall, at its cost and expense, periodically study the demand for the 2200 West Station, and agrees that the 2200 West Station shall be constructed, at the request of the City, and at the full cost and expense of UTA, at such time as UTA reasonably determines, based on the then-current Wasatch Front Regional Council’s Regional Travel Demand Model, that (i) estimated combined daily passenger boardings at the Winifred Station and the 2200 West Station shall average 1,500 per day per station, and (ii) the addition of the 2200 West Station would not result in a net decrease in trips per day on the entire TRAX System.

7.2.2 Notwithstanding Section 7.2.1 above, if the 2200 West Station has not been constructed within four (4) years after the Airport Extension is first placed into revenue service, UTA shall construct such station, at the request of the City, provided that (i) construction of the 2200 West Station is recommended by an independent professional consultant, jointly selected and funded by the parties, (ii) such consultant determines that construction of the 2200 West Station will not result in a net decrease in trips per day on the entire TRAX System, and (iii) the City shall be responsible for paying one-half of the cost of the 2200 West Station.

7.2.3 Prior to the construction of the 2200 West Station, UTA shall, at its cost and expense, provide transit service between the Winifred Station and the area bounded by 2200 West, 700 North, 1950 West, and North Temple. UTA shall study various means of providing such transit service, including but not limited to: shuttle service, van pool opportunities, and a dedicated bus route, and shall implement that service which, in UTA's reasonable discretion, offers the best value to UTA patrons. UTA reserves the right to adjust the type and frequency of service offered, as and when appropriate in order to address changes in demand, costs, and other relevant factors.

7.3 Subject to Section 11.2.1, all stations shall include the elements and features, and shall be built to the standards, described in the Performance Specifications, including the Scope of Project.

7.4 It is the intent of the parties that the station nearest the Utah State Fairpark shall be served by a "park-and-ride" lot. Such park-and-ride lot shall be included in the Final Design Documents. The City agrees to assist UTA in the location and design of, and acquisition of the property for, such park-and-ride; provided that the cost of such park-and-ride lot shall be included as a Project Cost, paid by UTA.

7.5 In addition to the park-and-ride at or near the Utah State Fairgrounds, UTA shall include in the study identified in Section 10.1.3, the feasibility of a second park-and-ride lot west of the Utah State Fairgrounds. The parties shall work together in good faith to identify sources of funds for the design, acquisition of property, and construction of such park-and-ride lot. It is the intent of the parties that such park-and-ride lot shall be designed to serve the surrounding



community, and not serve as a “pay-and-park” alternative for Airport patrons. UTA may implement rules and regulations governing its park-and-ride lots to achieve the objectives of the parties.

7.6 UTA shall consult with the Mayor prior to the selection of names for the stations. UTA shall consider, in good faith, any station names proposed by the City. The station names set forth on Exhibit A, and sometimes used herein, are for convenience of reference only, and may or may not be ultimately selected by UTA.

## **ARTICLE 8. RELOCATION OF AIRPORT STATION**

8.1 The Airport Station will be designed to serve the Airport in its current configuration, pending the Airport redesign and reconstruction project currently in the planning stages. The parties agree that the final design of the Airport shall include the integration of the Airport Station within the future Airport terminal area, and will require the relocation of the Airport Station and the extension or relocation of tracks and other facilities, including without limitation utilities. All reasonable and necessary costs associated with the relocation of the Airport Station, and the relocation and extension of all tracks and ancillary facilities, shall be paid by UTA. Such costs shall include the incremental costs incurred by the City associated with integrating the Airport Station into the new Airport terminal area facilities.

8.2 The Technical Working Group shall be tasked with the responsibility of studying various integration alternatives, evaluating the advantages, disadvantages, and costs associated with such alternatives, and reporting its findings and recommendations to the Policy Committee.

8.3 The Policy Committee shall review the recommendations of the Technical Working Group. The Policy Committee may request the Technical Working Group to provide additional information, or to study other alternatives.

8.4 Following completion of the foregoing, the Policy Committee shall report its final recommendations to the Mayor and to the General Manager of UTA. The recommendations of the Policy Committee shall be considered by the Mayor, and the Mayor shall, with the concurrence of the General Manager of UTA, determine and establish the final design of the integration of the Airport Station within the Airport terminal area.. Both the City and UTA are committed to approving a final integration design that achieves the objectives of the parties in the most cost effective manner, and shall work cooperatively to incorporate compensating modifications in an effort to achieve the most cost effective design.

8.5 The relocation of the Airport Station by UTA shall coincide with the opening of the City's new Airport terminal facilities. UTA agrees to include the relocation of the Airport Station in its 5-year budget program. UTA and the Airport shall cooperate in connection with the design, planning and construction of such work.

8.6 The parties are unable to anticipate at this time all of the issues that may arise in connection with the design and construction of the integration and relocation of the Airport Station, and recognize that additional agreements may be required. The parties shall negotiate such agreements in good faith; provided that such agreements shall incorporate the fundamental requirements of this Article 8.

#### **ARTICLE 9. CORRIDOR FRANCHISE AND EASEMENT**

9.1 The City agrees to grant to UTA such surface and air rights as shall be necessary to construct, operate and maintain the Airport Extension within (i) the City Right-of-Way, and (ii) the Airport Property. Such rights in the City Right-of-Way shall be granted pursuant to a Public Way Use Agreement, in substantially the form attached hereto as Exhibit C. Such rights

in the Airport Property shall be granted pursuant to an Easement Agreement, in substantially the form attached hereto as Exhibit D.

**ARTICLE 10. TRANSIT AND TRAFFIC STUDIES; IMPACT MITIGATIONS**

10.1 UTA agrees to participate with the City and UDOT in the following studies, in accordance with the Salt Lake City Downtown In Motion Transportation Master Plan Chapter 4: Travel by TRAX, developed jointly by UTA, the City and UDOT:

10.1.1 Operational Problems, Constraints and Parameters Study. UTA agrees to conduct, jointly with the City and UDOT, an operations study of the downtown area that addresses light rail and bus operations, pedestrian circulation, traffic movement, street capacity and traffic control systems to:

10.1.1.1 identify existing points of conflict;

10.1.1.2 identify future constraints; and

10.1.1.3 establish parameters to guide the development of the Downtown Rail Operations Plan and the Downtown Light Rail Track Expansions Plan described in Sections 10.1.2 and 10.1.3. This study shall be conducted in 2008 and the plans described in Sections 10.1.2 and 10.1.3 shall be commenced no later than 2009.

10.1.2 Rail Operations Plan. UTA agrees to develop light rail operating concepts compatible with the parameters established in the study described in Section 10.1.1 that will meet the varied transportation needs of its users and accomplish UTA's goals of effectively connecting communities and

its public mandates to operate efficiently and equitably. The operating concepts would of necessity be regional and include input from a wide variety of stakeholders including the City, UDOT, and organizations and individuals representing business interests regionally and in the downtown area.

10.1.3 Downtown Light Rail Track Expansions Plan. UTA agrees to conduct the necessary alignment, configuration and environmental studies to ensure that expansions of TRAX System facilities, including the two new track extensions along 400 South to the Intermodal Hub and along 700 South/400 West described in the Downtown in Motion Plan, are developed in a timely fashion and provide needed track capacity and operational flexibility for future light rail service to downtown. Such studies shall include studies referenced in Section 7.2.1, relating to the 2200 West Station, and a park-and-ride lot west of the Utah State Fairground park-and-ride, as provided in Section 7.5.

## **ARTICLE 11. ENVIRONMENT AND SUSTAINABILITY**

11.1 At its sole cost and expense, UTA shall:

11.1.1 Obtain, maintain, and comply with any and all Governmental Approvals necessary for the financing, design, construction and operation of the Project, including, without limitation, NEPA, the Clean Water Act, and the Clean Air Act;

- 11.1.1.1 Maintain its ISO 14001 certification and follow the standards of the ISO 14001 Environmental Management System, with respect to its operations;
- 11.1.1.2 Comply with federal, state and local Environmental Laws;
- 11.1.1.3 Encourage and support the development of standards that encourage public transit use and environmental protection;
- 11.1.1.4 Train, and raise awareness among, employees on environmental protection;
- 11.1.1.5 Ensure that the design, construction, and operation of the Airport Extension considers environmental protection and sustainability;
- 11.1.1.6 Develop and implement practices to encourage pollution prevention, waste minimization and sustainability;
- 11.1.1.7 Implement resource reduction, recycling, and reuse practices to preserve natural resources;
- 11.1.1.8 Periodically review environmental protection procedures and practices to ensure that they provide effective solutions for the problems they are designed to prevent or correct;
- 11.1.1.9 Recognize and encourage citizen awareness and involvement in UTA's efforts to protect the environment;  
and

11.1.1.10 Consider alternative solutions to environmental problems to ensure that the most efficient and effective solution is implemented.

11.2 The parties hereby express their mutual commitment, during the useful life of the Airport Extension, to seek opportunities to incorporate into the Project both proven and innovative techniques to enhance environmental protection, minimize environmental impact, and promote sustainability.

11.2.1 Without limiting the generality of the foregoing, the City has proposed the incorporation of solar panels into station design. UTA agrees to prepare, in coordination with the City and the Final Design Consultant, alternative station designs that incorporate solar panels. Such designs shall incorporate compensating modifications in an effort to achieve a design that results in little or no additional incremental cost. At the request of the City, UTA agrees to implement any such alternative station design that (i) is approved by the City, and (ii) can be constructed at a cost which, when taking into account the estimated present value of energy savings or revenues over a 10-year period, does not exceed the estimated cost of the currently proposed stations. In the event the selected design results in additional incremental costs, UTA shall nevertheless implement such alternative design if the City agrees to pay such incremental costs as a Betterment, or agrees to compensating changes elsewhere in the Project. The City may pay such additional incremental costs with available funds in the Alliance Fund.

**ARTICLE 12. CONSTRUCTION COMMENCEMENT DATES**

12.1 UTA agrees that it shall not perform any construction work on any portion of the Alignment until after the Construction Commencement Date established for such portion of the Alignment, without the prior written consent of the City. For purposes of this Article 12, “construction work” means any work which involves significant disruption of the City Right-of-Way or Airport Property.

12.2 The parties shall establish each Construction Commencement Date by mutual, written agreement, at such time as (i) all necessary federal and State regulatory approvals and land use rights relating to the applicable portion of the Alignment have been obtained, (ii) all decisions necessary to be made by the parties relating to such portion of the Alignment have been made, and (iii) all other contingencies required by this Agreement or otherwise reasonably required have been satisfied.

**ARTICLE 13. FUNDING OF PROJECT COSTS**

13.1 All costs and expenses related to the Project as defined herein shall be considered Project Costs.

13.2 The parties agree to fund Project Costs as follows:

13.2.1 The City agrees to make cash contributions to UTA, in the maximum aggregate principal amount of \$35 Million, to partially fund Project Costs, in the following manner:

13.2.1.1 Pursuant to S.B. 245, adopted by the Utah Legislature during its 2008 General Session, the Utah Legislature has provided an indirect source of revenue to the City, consisting of 20% of the local option highway construction

and corridor preservation fee, currently authorized in an amount up to \$10, on each motor vehicle registration within Salt Lake County (the "Registration Fees").

13.2.1.2 Beginning with the first month in which such Registration Fees are received by the City, the City shall monitor and document all Registration Fees received by the City, for a period of up to twenty-four (24) months. All Registration Fees so received, and all Registration Fees thereafter received by the City, shall be used and expended by the City for the purposes authorized in S.B.245.

13.2.1.3 The City shall average such receipts to determine the amount of such Registration Fees which the City can reasonably expect to receive on an annual basis.

13.2.1.4 During the period referenced in Section 13.2.1.2, the City shall pay to UTA, on a monthly basis (or such lesser frequency as shall be reasonably practicable) amounts, from other sources available to the City, which equal the amount of Registration Fees received by the City; provided, however, that the City may retain, during the term of the hereinbelow defined Bonds, an amount equal to one-half of the annual average determined pursuant to Section 13.2.1.3 (the "Reserve"), as a reserve to buffer fluctuations in the level of Registration Fee receipts. The Reserve shall be



paid to UTA, without interest, upon the defeasance of the Bonds.

13.2.1.5 As soon as reasonably practicable following the end of the period referenced in Section 13.2.1.2 above, or at such earlier date as the parties determine is mutually advantageous, the City shall issue its sales tax revenue bonds (the "Bonds"), in the maximum principal amount possible (but not exceeding \$35 Million), assuming a fixed rate of interest, a maximum term of twenty (20) years, and a maximum annual level debt service payment equal to the average annual Registration Fee receipts established pursuant to Section 13.2.1.3 above.

13.2.1.6 The proceeds of such Bond issue, net of all costs of issuance, reasonably required or prudent reserves, and similar amounts (the "Net Bond Proceeds"), shall be paid to UTA as provided below. Net Bond Proceeds may only be used by UTA to pay Project Costs incurred for portions of the Project which will be owned by the City, including without limitation City-owned utilities, street asphalt and paving, sidewalks, curb, gutter, traffic signals, and the like. Accordingly, the City shall pay the Net Bond Proceeds to UTA as and to the extent UTA provides the City with

evidence, by such documentation as shall be reasonably satisfactory to the City, of payment for such items.

13.2.1.7

It is anticipated that the amount paid to UTA as provided in Sections 13.2.1.4 and shall be less than \$35 Million. The difference between \$35 Million and the amount so paid, together with interest on such difference accruing on and after the payment of all such amounts, at a rate of interest equal to the rate of interest earned by the City on the PTIF (collectively, the “Shortfall”), shall be paid by the City to UTA, over time, as provided herein. Beginning on the first business day of the first full calendar month following the anniversary date of the issuance of the Bonds (the “First Payment Date”), and on each anniversary of the First Payment Date, the City shall pay to UTA an amount, from sources available for such purpose, equal to all Registration Fees received by the City in such fiscal year of the City in excess of the amount necessary to pay debt service on the Bonds during such fiscal year, less an amount necessary to replenish any portion of the Reserve spent by the City on debt service or Bond related expenses (the “Surplus Registration Fee Equivalent”). Such annual payment of the Surplus Registration Fee Equivalent shall continue, subject

to Sections 13.2.1.9 and 13.2.1.10 below, until the Shortfall is fully paid.

13.2.1.8 It is the intent of the City Council to commit to the issuance of the Bonds to the fullest extent (but only to the extent) it may legally do so, and such commitment shall be limited by and subject to applicable law. In the event the City is unable for any reason to issue the Bonds, the City hereby agrees to pay to UTA the amounts referenced in Section 13.2.1.4 plus, from other sources available to the City, an amount equal to all further Registration Fees received by the City, until UTA has received a total of \$35 Million, together with interest on any unpaid portions thereof at the per annum interest rate equal to the rate of interest earned by the City on the PTIF.

13.2.1.9 Except for the payment of Net Bond Proceeds, THE OBLIGATION OF THE CITY TO MAKE PAYMENTS TO UTA UNDER THIS SECTION 13.2.1 SHALL BE PAYABLE BY THE CITY ONLY IN AMOUNTS EQUAL TO REGISTRATION FEES ACTUALLY RECEIVED BY THE CITY. THE CITY SHALL BE UNDER NO OBLIGATION WHATSOEVER TO SUPPLEMENT SUCH PAYMENTS TO COVER ANY DEFICIENCIES IN THE PAYMENT OF THE

SHORTFALL IN THE EVENT THE PAYMENT OF REGISTRATION FEES TO THE CITY IS REDUCED OR ELIMINATED. IN NO EVENT WILL AIRPORT REVENUES BE USED TO PAY PROJECT COSTS.

13.2.1.10 To the extent the City's obligations to make payments to UTA extend beyond the end of the current fiscal year, such payments shall be subject to annual appropriation.

13.2.2 UTA agrees to contribute all amounts necessary to pay Project Costs in excess of the cash contribution of the City provided for in Section 13.2.1 above. THE CITY'S OBLIGATION TO CONTRIBUTE TO THE PAYMENT OF PROJECT COSTS SHALL BE STRICTLY LIMITED TO THE CASH CONTRIBUTION IDENTIFIED IN SECTION 13.2.1 HEREOF.

13.3 In addition to the City's cash contribution identified in Section 13.2.1 above, the City shall make the following in-kind contributions to the Project:

13.3.1 The Right-of-Way use rights pursuant to the Public Way Use Agreement, with a present fair market value of approximately [\$4 Million.]

13.3.2 The Airport Easement, with a present fair market value of \$1.375 Million.

13.3.3 The City agrees to pay or waive the payment of all Administrative Fees, valued at approximately \$200,000.

13.3.4 Enforcement of the utility relocation provisions of the City's franchise agreements, as provided in Section 17.2 hereof, providing an estimated cost savings to the Project of \$4.195 Million.

13.4 The parties hereby establish the Alliance Fund, which shall be used by the parties as provided in this Section 13.4.

13.4.1 The Alliance Fund shall be funded from the following two sources:

13.4.1.1 A \$10 Million credit within the Project budget; and

13.4.1.2 All cost savings to the Project that are the result of the City taking or approving actions that result in reduced Project Costs, including by way of example, and not limitation: Changes or exceptions to the Performance Specifications; the selection by the City of alternate, less expensive Alignments; the exercise by the City of its franchise rights regarding the relocation of private utilities; and the City using its own forces to relocate or protect in place City-owned facilities. Cost savings shall be measured using as a baseline the line item amounts used to establish the Lump Sum Price for the Project. Any disputes regarding the proper amount to be credited to the Alliance Fund shall be resolved as provided in Article 22.

13.4.2 Up to \$10 Million (and not in excess of \$10 Million) of the amounts credited to the Alliance Fund shall be used to fund any Segment 2 Incremental Costs (as defined in Section 6.4.8) resulting from the final establishment of an Alignment for Segment 2 other than the 1999 EIS Alignment. The City may not expend funds credited to the Alliance Fund under Section 13.4.1.1, without UTA's approval, until the Alignment for

Segment 2 is finalized, it being the intent of the parties that the entire \$10 Million contributed as a Project Fund by UTA to the Alliance Fund be available to cover the Segment 2 Incremental Costs, if necessary.

13.4.3 Any portion of the \$10 Million credited pursuant to 13.4.1.1 which is not used to pay Segment 2 Incremental Costs, together with all other amounts credited to the Alliance Fund, may be used at the discretion of the City to pay for design elements, improvements, Alignment modifications, and other Project features that are not otherwise included in Project Costs, or which would be considered a Betterment, including, by way of example and not limitation, alternate Alignments for Segment 1, track treatments more expensive than the track treatment specified in the Scope of Project, solar panels, the City's portion of the Art in Transit costs, and Grand Boulevard features.

13.4.4 All expenditures by the City of amounts in the Alliance Fund shall be approved by the City Council

#### **ARTICLE 14. GRAND BOULEVARD**

14.1 The City anticipates that it shall plan, design and construct certain improvements in and adjacent to North Temple Street concurrent with the Project. Such improvements, as more particularly described on Exhibit B attached hereto, are referred to collectively herein as the "Grand Boulevard."

14.2 The Grand Boulevard is not considered to be part of the Project, is not included in the Project Costs, and shall be paid for by the City as a Betterment; provided, however, that any

cost savings realized by UTA as a result of the implementation of any part of the Grand Boulevard shall be credited to the Alliance Fund.

14.3 It shall be the obligation of UTA, as part of the Project Costs, to pay for the acquisition by the City of any additional right-of-way required to be acquired to implement the Grand Boulevard (if such acquisition is necessitated because of the Project) or, if the Grand Boulevard is not implemented, to restore a standard level of functionality on North Temple Street. By way of example, if a right or left turn lane displaces or narrows to an unreasonable degree a bike lane or a sidewalk, due to the presence of the Airport Extension, UTA shall pay for the acquisition of property to reconstruct such bike lane or sidewalk in a new location.

14.4 The City shall not be required to implement all or any portion of the Grand Boulevard.

#### **ARTICLE 15. BETTERMENTS**

15.1 The City may (with the approval of the City Council) request, and UTA shall implement, Betterments in accordance with the terms of this Section.

15.2 Requests for Betterments shall be made as early in the Project planning and design process as possible. Requests shall be submitted in writing to the UTA Representative.

15.3 A request for a Betterment shall be implemented by UTA if: (i) the Betterment is not prohibited by a governing State or federal standard; (ii) the Betterment does not substantially adversely impact the System operation; and (iii) the Betterment will not unreasonably delay or interfere with the Project schedule.

15.4 The City shall be responsible for reimbursing UTA for all incremental costs incurred by UTA as a result of a Betterment. UTA and the City shall enter into a letter agreement or similar document which shall govern the terms pursuant to which the City shall pay

for the Betterment. The City may use available funds in the Alliance Fund to pay for Betterments. The City Representative requesting the Betterment shall be solely responsible for obtaining any necessary local approval of the requested Betterment in a timely manner.

15.5 The City may design, construct or otherwise perform the Betterment using its own forces, subject to design review and approval by UTA and the CM/GC, provided that the City's design and construction process does not unreasonably interfere with the Project schedule.

#### **ARTICLE 16. SYSTEM SERVICE REQUIREMENTS**

16.1 UTA shall provide TRAX System service to and from the Airport on the Airport Extension which shall be substantially similar to the service currently provided by UTA throughout its TRAX System with respect to days of operation, hours of operation, and headways. Currently, such service is provided seven days per week, from 5:00 a.m. to 12:00 Midnight, with headways averaging approximately 15 minutes.

16.2 UTA agrees to integrate its bus service with TRAX System service on the Airport Extension. The Final Design Documents shall include cutback bus bays at the Airport Extension stations, and bus schedules shall be designed as closely as practical to coordinate with TRAX System train schedules.

#### **ARTICLE 17. RELOCATION OF UTILITIES**

17.1 The relocation of City-owned utility facilities affected by the Project shall be governed by the following provisions of this Article 17.

17.1.1 Except as provided below, all City-owned utilities shall be relocated to locations outside of the Limited Utility Area, so as to (a) minimize the cost and difficulty to the City and its utility customers of maintaining, repairing and connecting to such utilities in the future, and (b) minimize the



disruption of TRAX System service caused by maintenance, repair and other activities relating to such utilities.

17.1.2 Notwithstanding the foregoing, encroachments of City-owned utilities into the Limited Utility Area shall be permitted as follows:

17.1.2.1 Existing perpendicular crossings of the Limited Utility Area may be left in place; provided that,

17.1.2.1.1 with respect to all such crossings, UTA agrees in writing to pay, as long as the System is in place, (A) all costs incurred by the City in connection with maintaining, repairing, replacing or connecting to such utilities, in excess of the costs which would have been incurred absent the System, and (B) all costs of repairing damage to such utilities to the extent such damage is caused by the System;

17.1.2.1.2 with respect to all utilities located less than six (6) feet below the top of the TRAX System rails, such utilities must be reconstructed of new material approved by the City, must provide shut-off valves for such lines, and must be encased or otherwise protected in a manner approved by the City, and UTA must take such additional measures as are deemed necessary by the City to provide for the protection of such utilities; and

17.1.2.1.3 UTA shall install, for each block which includes a perpendicular sewer line crossing of the Limited Utility Area, a bypass pumping casing.

17.1.3 Longitudinal encroachments of utilities into the Limited Utility Area shall not be permitted.

17.1.3.1 Relocated longitudinal utilities must conform to a double-main configuration. The cost of installing a dual main where only a single main presently exists will be shared by the City and UTA as shall be mutually agreed. UTA shall be responsible for the cost UTA would have incurred to replace, encase and reconnect all services and connections under the track pad for a single main system, and the City shall pay all additional costs associated with installing a dual main.

17.1.4 Exceptions to the foregoing relocation or reconstruction criteria shall be considered by the City on a case-by-case basis, taking into account the costs to UTA of relocation as compared to the anticipated future costs to the City, UTA and third parties of leaving the utilities in place; provided that the final decision with respect to such exceptions shall be made by the City in its sole discretion.

17.1.5 The cost of all utility relocations required under this Section shall be considered a Project Cost, payable by UTA. UTA shall not be required to pay the cost of replacing existing galvanized service lines.

17.1.6 The Final Design Documents shall include detailed plans and specifications for the relocation, construction and protection of City-owned utilities as required pursuant to this Section 17.1.

17.1.7 The City and all other owner or operators of utility lines, cables, conduits or other facilities located within the Limited Utility Area, shall have access to the Limited Utility Area for purposes of maintaining, repairing, replacing, operating, connecting to or otherwise servicing or dealing with any such facilities now or hereafter located within the Limited Utility Area.

17.1.8 In connection with the development of the Final Design Documents, UTA shall engage an independent corrosion consultant, approved by the City, and shall incorporate into the System, at UTA's expense, and maintain during the term of this Agreement such stray current protection measures and devices for all publicly-owned utilities, wherever located, and all public and private utilities on the Airport property as shall be reasonably required by the City, based upon the recommendations of such consultant. Prior to the start of System service, readings shall be taken by appropriate methods. Readings shall be taken after the commencement of service and at regular intervals during the terms of this Agreement. Such readings shall be compared with the "before" readings. From these comparisons, the consultant shall develop recommendations for further stray current mitigation measures, which shall be implemented as reasonably required by the City based upon such recommendations.

17.1.9 UTA shall provide copies of all readings to the City annually.

17.2 Within Segments 1 and 2, to the extent that the Final Design Documents and the Performance Specifications require privately-owned utility facilities (including but

not limited to electric power, gas, telephone, cable or telecommunications) to be relocated, the City will, consistent with applicable law and on a case-by-case basis, consider exercising any rights it may have under existing contracts, franchise agreements, ordinances or general law to cause such owners to relocate their utilities at the owner's expense. All direct and indirect costs incurred by the City in connection with the enforcement of such contracts, franchise agreements, ordinances or general law shall be borne by the Project.

17.3 The cost of relocating private utilities as described in Section 17.2 is currently budgeted by UTA as a Project Cost. To the extent there is a savings to the Project as a result of the City exercising its rights as described in Section 17.2, such savings shall be credited to the Alliance Fund.

17.4 All public and private utilities situated on Airport Property shall be relocated generally according to the standards and procedures located elsewhere in this Article 17. Stray current protection shall also be provided in accordance with the provisions of this Article 17. The cost of such relocation and stray current protection shall be considered a Project Cost, to be paid by UTA.

#### **ARTICLE 18.       TRAFFIC MANAGEMENT AND ACCESS**

18.1 In order to minimize the adverse impact of the Project on traffic and abutting property owners and patrons, UTA shall cause the CM/GC to prepare a Maintenance of Traffic and Access Plan, Traffic Control Plan and Construction Staging Plan (the "Traffic and Staging Plans") as part of the CM/GC's scope of work on the non-airport portion of the Project. The Traffic and Staging Plans shall be prepared by a Utah-licensed professional engineer with demonstrated expertise in traffic engineering and the development of maintenance of both

vehicular and pedestrian traffic and access plans in construction areas. The Traffic and Staging Plans shall include measures to minimize traffic disruption, provide traffic safety, provide ADA compliant temporary walkways, and assure abutting property access during construction. The Traffic and Staging Plans shall take into account other major construction projects which may affect traffic in and near the area affected by the Project. The Traffic and Staging Plans shall include construction-related traffic mitigation strategies, a signage plan recommending directions to impacted businesses, pedestrian pathways, and construction staging. The Traffic and Staging Plans shall be reviewed by the Project Integration Team before being submitted to the City Traffic Engineer for approval. The CM/GC must obtain approval of and a permit from the City Traffic Engineer for each phase of the Maintenance of Traffic and Access Plan before work on that phase can begin.

18.2 Plans similar in nature and scope to the Traffic and Staging Plans shall be prepared to specifically address traffic management, access, safety and other issues relating to the Airport. UTA shall employ all necessary measures to prevent or minimize all negative operational impacts on the Airport. Such plans shall be reviewed by the Project Integration Team before being submitted to the City's Executive Director of Airports for approval.

## **ARTICLE 19. PUBLIC OUTREACH**

19.1 In order to minimize the adverse impact of the Project to the community, the parties will cause a public outreach, communication and coordination effort (the "Public Outreach Plan") to be implemented with respect to all construction. The Public Outreach Plan will be developed by the CM/GC as part of the pre-construction services. The Public Outreach Plan will be approved by the Project Executive Team following review by the Project Integration Team.

19.2 The Public Outreach Plan shall include the engagement by the City of a neighborhood ombudsman (the “Ombudsman”). The Ombudsman shall be a full-time employee whose primary purpose shall be to implement the Public Outreach Plan, communicate with area businesses and residents, address areas of concern as they arise in the community, and generally facilitate good public relations regarding the Project. The Ombudsman position shall be funded jointly by UTA and the City.

19.3 The Ombudsman shall control a budget (the “Mitigation Budget”), which shall be jointly funded by the City and UTA in the amount of \$50,000. The Mitigation Budget shall be used by the Ombudsman during the Project to fund activities, promotions and events designed to mitigate the adverse effects of the Project in the community, as more particularly described in the Public Outreach Plan.

19.4 UTA has established an incentive fee program with the CM/GC as an inducement to the CM/GC to achieve certain goals related to, among other things, successful implementation of the Public Outreach Plan. The incentive fee program shall be subject to review and approval by the Project Executive Team, to assure that payment of any incentive fee is sufficiently weighted toward successful implementation of the Public Outreach Plan. The Ombudsman shall be responsible for gathering data to assess the payment of the incentive fee, and shall make recommendations to UTA regarding the payment of such fee.

## **ARTICLE 20. ART IN TRANSIT**

20.1 The Art in Transit program will be an integral component of both the design and construction phase of the Project. The Art in Transit program will be conducted in accordance with FTA Circular 9400.1A. The parties intend that the Airport Extension shall provide an aesthetically pleasing addition to the City, and that artistic and design elements shall be used to

reflect the historical and cultural richness and diversity of the communities served by the Airport Extension. Accordingly, art work shall be incorporated into the Project, and shall contribute to the character and identity of the Airport Extension as a whole.

20.2 The Salt Lake Art Design Board (the “Art Design Board”), with administrative support from the Salt Lake City Arts Council, shall: (a) issue a request for qualifications for the public art to be incorporated into the Project; (b) review the materials submitted in response to the request for qualifications; (c) include City and UTA representatives at review meetings; and (d) provide a recommendation for the artist(s) to be selected for Art in Transit. Final approval for the artist(s) to be selected shall be made by the Project Executive Team. The Art Design Board shall not recommend any artwork that: (x) creates a potential safety hazard with respect to the operation of the TRAX System; or (y) materially increases the operation or maintenance costs of the TRAX System.

20.3 The Art in Transit program shall be jointly funded by UTA and the City, with UTA contributing \$1.00 for every \$1.00 contributed by the City; provided, however, that UTA’s contribution shall not exceed a maximum of \$300,000 for the Project; and provided further that the City may use amounts available in the Alliance Fund for its contribution, including amounts in excess of its matching contribution. Artwork shall not be restricted to station platforms, and may be incorporated into the Project in any manner approved by the Project Integration Team. The UTA Representative and the City Representative shall brief the Art Design Board about the Project schedule, so that the Art Design Board, in conjunction with the parties, may establish a budget and begin the art procurement process in a timely manner.

20.4 UTA and the City shall contract with the approved artist(s). Such contracts shall provide that (i) the artist may invoice the City for completed work (or completed stages of work,

if appropriate), (ii) the City shall review and approve the artist's invoice and progress of work, and provide written notice of approval to UTA, and (iii) that UTA shall then remit payment to the artist. The City shall reimburse UTA for the City's proportional share of the artist's work, either as UTA makes payments to the artist, or in a final lump sum at the completion of the Project, to be determined by the parties.

## **ARTICLE 21. PERFORMANCE SPECIFICATIONS**

21.1 The parties agree that the Project shall be designed and constructed, at a minimum, in accordance with the following standards and requirements, which are collectively referred to as the "Performance Specifications." Unless otherwise agreed by the parties: (a) UTA shall cause the Final Design Consultant to incorporate the Performance Specifications into the Final Design Documents; and (b) UTA shall cause the CM/GC to perform all preconstruction and construction work in accordance with the Performance Specifications. The following standards shall constitute the Performance Specifications:

21.1.1 The Scope of Project, attached hereto as Exhibit E, as amended by the Parties pursuant to Article 34.

21.1.2 UTA's Light Rail Design Criteria Manual.

21.1.3 Manual of Standard Specifications, as published by the Utah Chapter of the American Public Works Association (2007 Edition).

21.1.4 Manual of Standard Plans, as published by the Utah Chapter of the American Public Works Association (2007 Edition).

21.1.5 The Salt Lake City Public Utilities Department Performance Specifications and Design Criteria for culinary water, sanitary sewer and storm drain facilities.



21.1.6 The FHWA Manual on Uniform Traffic Control Devices, current edition.

21.1.7 The Traffic Control Manual published by the Utah LTAP Center of Utah State University, current edition.

21.1.8 The Americans With Disabilities Act, and all rules, regulations, interpretive guidance and other authority promulgated pursuant to the Americans With Disabilities Act.

21.1.9 All applicable building codes, laws and regulations.

21.1.10 American Association of State Highway and Transportation Officials standard practices for roadway and bridge design and construction.

21.2 The Performance Specifications define and establish the “baseline” design and construction requirements for the Project, and confirm the City’s expectations regarding the Project. All costs and expenses associated with completing the Project in conformity with the Performance Specifications shall be considered Project Costs, to be borne by UTA.

21.3 Either party may request that the other approve changes in any of the Performance Specifications. Each party agrees to consider such requests in good faith. To the extent there are cost savings to the Project associated with such changes, such cost savings shall be deemed allocated to the Alliance Fund.

## **ARTICLE 22. PROJECT MANAGEMENT AND DECISION-MAKING**

22.1 The parties hereby create a Project Integration Team consisting of the following individuals, or their designees: (i) for the City: the City Engineer and the Department of Airports Director of Engineering, and (ii) for UTA: the Project Manager. The Project Integration Team shall: (a) meet on a regular basis; (b) perform all functions expressly assigned to the Project Integration Team in this Agreement, (c) review and approve relevant deliverables as set

forth in this Agreement; (d) recommend any amendments to this Agreement or the Scope of Project deemed necessary or desirable; and (e) address and resolve issues, disputes or concerns arising during the course of the Project.

22.2 Each member of the Project Integration Team shall consult with such technical experts, principals or other personnel of the City or UTA, as appropriate, as may be required to properly perform his or her duties on the Project Integration Team, and shall obtain any authority or approval required prior to authorizing, approving or taking any action on behalf of the Project.

22.3 The parties hereby create a Project Executive Team consisting of the following individuals, or their designees: (i) for the City: the Mayor, the Executive Director of Airports and the Director of the Department of Public Utilities and (ii) for UTA the General Manager and the Deputy General Manager. The Project Executive Team shall (i) perform such duties and functions as are expressly assigned to the Project Executive Team in this Agreement, and (ii) resolve all disputes and make all decisions escalated to the Project Executive Team by the Project Integration Team.

22.4 The parties commit that all designees appointed to the Project Executive Team shall (i) be dedicated to the Project as necessary to represent the respective interests of the parties, (ii) participate in the activities of the Project Executive Team as outlined in this Agreement, and (iii) attend applicable meetings held throughout the Project.

22.5 Any dispute that cannot be resolved by the Project Executive Team shall be forwarded to UTA's General Manager and the Mayor. The Project Executive Team shall make every effort to resolve disputes before referring them to UTA's General Manager and the Mayor.

22.6 The parties shall exhaust the dispute escalation and resolution process identified in this Article prior to the initiation of any formal legal action. If a dispute cannot be resolved by

the parties after good faith negotiations as outlined in this Article, the dispute may then be brought before a court of competent jurisdiction as set forth in Article 31 of this Agreement.

22.7 Except for decisions which are expressly reserved in this Agreement to the City Council, whenever in this Agreement a decision, approval consent or other action is to be made or taken by the "City," such decision, approval, consent or other action shall be made or taken by the Mayor, or such individual as shall be designated by the Mayor, without further approval from the City Council, it being the intent of the City Council that all such decisions, approvals, consents or other actions required herein to be made or taken are either administrative in nature or are properly delegated to the Mayor by the City Council.

22.8 Except for decisions which are expressly reserved in this Agreement to the UTA Board, whenever in this Agreement a decision, approval consent or other action is to be made or taken by "UTA," such decision, approval, consent or other action shall be made or taken by the General Manager of UTA, without further approval from the UTA Board.

### **ARTICLE 23. PROJECT DESIGN**

23.1 The Preliminary Engineering Consultant is preparing the Preliminary Design Drawings. Once complete, the Preliminary Design Drawings, along with the Performance Specifications and any Betterments requested by the City, will form the basis for the final design work to be performed by the Final Design Consultant.

23.2 UTA shall oversee and manage the efforts of the Final Design Consultant consistent with the Final Design Consultant Contract, the Performance Specifications and the provisions of this Agreement. The UTA Representative shall be the sole point of formal contact with the Final Design Consultant.

23.3 Throughout the final design process, UTA shall cause the Final Design Consultant to provide the City with the opportunity to review and comment upon all Design Submittals. The City Representative shall be available to conduct timely, “over-the-shoulder” reviews of Design Submittals and related work. UTA shall cause the Final Design Consultant to address all comments on the Design Submittals that are timely offered by the City Representative; provided, however, that with respect to any elements of the Project being funded by the City as Betterments, the City shall have final design approval authority.

23.4 UTA shall ensure that the City has the opportunity to participate in all formal and informal design meetings and reviews with the Final Design Consultant.

23.5 The Final Design Documents shall constitute the final work scope for Project construction.

23.6 UTA shall oversee the construction-phase services to be performed by the Final Design Consultant including, without limitation, processing all Construction Submittals, invoices, change orders, requests for clarification and project design quality control on behalf of the parties as set forth in the Final Design Consultant Contract.

#### **ARTICLE 24. PROJECT CONSTRUCTION**

24.1 UTA shall negotiate, prepare, execute and deliver the CM/GC Contract, and shall authorize the CM/GC to proceed with the preconstruction phase of the CM/GC Contract. The CM/GC Contract shall incorporate and require compliance with all applicable terms and provisions of this Agreement.

24.2 UTA shall cause the CM/GC to provide the City with the opportunity to review and comment upon all Construction Submittals materially affecting the City, including any Construction Submittals related to the City’s roadway or utility facilities, Betterments, the

management of traffic during construction and the distribution of construction information to the public. The City Representative shall be available to conduct timely, “over the shoulder” reviews of Construction Submittals and related work. UTA shall cause the CM/GC to attempt to address all comments on the Construction Submittals that are timely offered by the City Representative.

24.3 UTA shall oversee and manage the efforts of the CM/GC consistent with the CM/GC Contract, the Performance Specifications and the provisions of this Agreement. UTA shall be the sole point of formal contact with the CM/GC during the preconstruction and construction phases of the Project. UTA recognizes that the City will have considerable interaction with the CM/GC, but the parties agree that, except in connection with Betterment work performed by the CM/GC, the City shall not provide formal direction to the CM/GC under the CM/GC Contract.

24.4 The parties agree and acknowledge that the CM/GC may conduct preconstruction activities such as construction materials procurement and utility location work before the Construction Commencement Date or the approval of the Final Design Documents, upon the securing of the appropriate permits therefore or, in the case of work performed on the Airport property, upon the securing the written consent of the Department of Airports Director of Engineering. The CM/GC shall provide required maintenance of traffic plans and public way permits. UTA has selected the CM/GC project delivery method, in part, to allow for value engineering proposals and constructability reviews. This delivery method also allows the CM/GC to provide input regarding Traffic and Staging Plans and Public Outreach Plans related to the Project. The involvement of the CM/GC during the preconstruction phase may result in changes to the design, or the redesign of certain elements of the Project.

24.5 The City shall have continuous access to the Project site to monitor all Project construction. If, as a result of the City's observation of construction, the City objects to the manner in which work is being performed, the City shall immediately notify the UTA Representative or his or her designee. UTA shall cause the CM/GC to comply with the Final Design Documents (including any Changes approved by UTA), the Performance Specifications and the terms and conditions of this Agreement. The City shall not directly order the CM/GC to stop or correct work except as necessary to prevent or mitigate an imminent threat of death, bodily injury, other serious damage to persons or property, or the imminent threat of the disruption of critical utility facilities, as determined by the City in good faith.

24.6 UTA agrees to enforce all terms, conditions, performance requirements and warranties provided under the CM/GC Contract on behalf of the City and to cause the CM/GC to correct any defective or non-compliant work as required by the CM/GC Contract and as reasonably requested by the City.

## **ARTICLE 25. OWNERSHIP AND MAINTENANCE OF IMPROVEMENTS**

25.1 Upon satisfactory completion of the track and station improvements constructed pursuant to the Project, UTA shall accept such improvements as part of the TRAX System. UTA shall assume all maintenance and operation responsibility with respect to such improvements, and shall indemnify the City with respect to the operation and maintenance of such improvements, consistent with the terms and conditions of the Public Way Use Agreement attached as Exhibit C.

25.2 Upon satisfactory completion of the utility, roadway, sidewalk and related improvements constructed pursuant to the Project, the City shall accept such improvements as the City's public improvements. The City shall assume all maintenance and operation

responsibility with respect to such improvements, and shall indemnify UTA with respect to the operation and maintenance of such improvements, subject to the terms and conditions of the Public Way Use Agreement attached as Exhibit C. Nothing provided in this Section 25.2 shall be construed to limit UTA's obligation to enforce the terms of the CM/GC Contract as set forth in Section 24.6 of this Agreement.

#### **ARTICLE 26. INDEMNITY**

Each party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any and all claims, demands, liens, liabilities, costs, fees (including reasonable attorneys' fees), damages or other losses incurred by the Indemnified Party and arising out of or by reason of: (a) the negligent acts or omissions of the Indemnifying Party or its agents; or (b) the material breach of this Agreement by the Indemnifying Party or its agents. The indemnities provided hereunder are contractual obligations personal to the parties hereto. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under the Utah Governmental Immunity Act or other applicable law.

#### **ARTICLE 27. DEFAULT**

A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuance of such failure for a period of thirty (30) days after the giving of written notice by the non-defaulting party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted

within the 30-day period and diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim remedy against the defaulting party in addition to all other remedies provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without formal amendment of this Agreement.

#### **ARTICLE 28.       NOTICES**

Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and mailed or faxed to the other party at the addresses set forth below or at such other addresses as the party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:

Salt Lake City Corporation  
Attn: City Mayor  
City & County Building  
451 South State Street, Room 306  
Salt Lake City, Utah 84111

With a Copy to:

Salt Lake City Attorney's Office  
City & County Building  
451 South State Street, Room 505  
Salt Lake City, Utah 84111

If to UTA:

Utah Transit Authority  
Attn: John Inglish, General Manager  
3600 South 700 West  
Salt Lake City, Utah 84119

With a Copy to:

Utah Transit Authority  
Attn: General Counsel's Office  
3600 South 700 West  
Salt Lake City, Utah 84119

#### **ARTICLE 29.       NON-WAIVER**



No covenant or condition of this Agreement may be waived by either party unless done so in writing by such party. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party.

#### **ARTICLE 30. SEVERABILITY**

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

#### **ARTICLE 31. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. It shall be enforced only a court of competent jurisdiction located in Salt Lake City, Utah.

#### **ARTICLE 32. GRANT ASSURANCES**

This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the improvement of the Airport.

#### **ARTICLE 33. NO THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

**ARTICLE 34. ENTIRE AGREEMENT; AMENDMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by any party or agents of any party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all parties.

**ARTICLE 35. POLICE POWER**

The parties acknowledge the rights vested in the City pursuant to general law to exercise its police powers for the protection of health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding the City from exercising such powers in connection with the Project.

**ARTICLE 36. INTERLOCAL COOPERATION ACT REQUIREMENTS**

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

36.1 The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to §11-13-202.5 of the Act.

36.2 This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to §11-13-202.5 of the Act.

36.3 A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to §11-13-209 of the Act.

36.4 Prior to the expiration of the term of this Agreement pursuant to Article 3, this Agreement may only be terminated by and upon the express written consent of the parties.

36.5 Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

#### **ARTICLE 37. LIMITED OBLIGATIONS**

37.1 Any obligations of the parties to pay money or incur costs under this Agreement shall be subject to appropriation of sufficient funds for such purpose to the extent such payments or incurrence of costs fall outside of the present fiscal year or exceed amounts budgeted and available therefore in the budget for the present fiscal year. Except as otherwise provided herein, this Agreement shall not be construed to obligate either party to make financial contributions toward the Project. It is not the intention of the parties to create, and no obligations of the parties hereunder shall be construed as creating or constituting, debt within the meaning of Article XIV, Section 3 of the Utah Constitution.

#### **ARTICLE 38. ETHICAL STANDARDS**

UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach

any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

**ARTICLE 39. NO PRECEDENT**

The parties acknowledge the unique circumstances relating to the planning, design and funding of the Project, and agree that nothing in this Agreement relating to Project funding, Project design, Scope of Project or the parties' contributions to the Project shall be deemed as precedent between the parties during negotiations on future agreements relating to transit improvements in the City.

**ARTICLE 40. INCORPORATION OF EXHIBITS**

This Agreement in its entirety includes Exhibits A through E, all of which are incorporated herein and made a part hereof by this reference. The Exhibits to this Agreement are as follows:

Exhibit A – Map of Alignment

Exhibit B – Description of Grand Boulevard

Exhibit C – Public Way Use Agreement

Exhibit D – Airport Easement

Exhibit E -- Scope of Project

IN WITNESS WHEREOF, the parties have each executed this Interlocal Agreement Regarding the Design and Construction of the Downtown to Airport TRAX LRT Project as of the date first set forth above.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_  
Ralph Becker, Mayor


By: \_\_\_\_\_  
John M. English, General Manager

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
Chief Deputy City Recorder

By: \_\_\_\_\_  
Michael Allegra, Chief Capital Development  
Officer

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Senior City Attorney

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
UTA Legal Counsel

EXHIBIT A

[Here attach Map of Alignment.]

## EXHIBIT B

### NORTH TEMPLE

### GRAND BOULEVARD

The installation of light rail from downtown to the Airport will require the reconstruction of North Temple Street (600 to 2400 West). This involves new asphalt pavement, curbs, driveway approaches, utility relocations, and traffic signals. The roadway will be reduced from the present six lane configuration to four lanes with an on pavement commuter bike lane in each direction. As part of the project the City intends to create North Temple as a "Grand Boulevard" and formal western entrance to the City. The boulevard will enhance the connectivity of surrounding neighborhoods with downtown, provide a consistent streetscape, encourage economic development along the corridor, and improve the visitor's experience as they enter the City. The boulevard plan envisions enhanced landscaping with large canopy street trees and expanded park strips, light rail station landscaping and introduction of some landscaped median islands; upgraded pedestrian and street lighting; promotes sustainability by introducing electrical solar panels at the stations; widened sidewalks to allow for easier pedestrian movement and adequate space for recreational bicyclists; special paving treatments at crosswalks and corners; addition of urban street furnishing such as benches, bollards, bike racks, etc; and public art which might include entrance features at 2400 West and the Jordan River trail and treatments to the I-15 and I-215 overpasses. Eventually the North Temple boulevard theme would extend to State Street.

Certain boulevard elements will extend over the existing North Temple viaduct to provide a safe, appealing walkway connecting the neighborhoods with downtown. The travel lanes will decrease from six to four with the existing outside lanes being replaced with bike lanes and wide sidewalks; the existing bridge lighting will be replaced to match the boulevard theme and to increase safety; concrete and metal surfaces will be painted to enhance the appearance of the structure; and a pedestrian connection from the viaduct to the possible light rail/commuter rail transfer would be provided. The viaduct improvements extend from 600 West to 350 West.

EXHIBIT C

[Here attach form of Public Way Use Agreement.]



EXHIBIT D

[Here attach form of Airport Easement.]

## EXHIBIT E

### Scope of Project

1. North Temple Track Configuration. The Airport Extension extending along North Temple from 600 West to 2400 West will consist of center-running tracks, with vehicular traffic on each side of the rail alignment. The roadway will consist of two (2) eleven foot (11') travel lanes and a six (6) foot bike lane (measured from face of curb to the inside edge of bike lane, or 4' measured from the lip of gutter to the inside edge of bike lane) in each direction. Where required, widening and additional turn lanes will be included at major intersection to aid in traffic movements.
2. Station Locations. The Airport Extension will include six (6) new stations along North Temple Street, as depicted on Exhibit A attached hereto, and as more particularly described as follows: (1) 500 West North Temple on the TRAX viaduct as a transfer station, (2) the west side of the 800 West intersection, (3) adjacent to the State Fairpark and the Jordan River, (4) the west side of the Garside Street intersection, (5) the east side of the Winifred Street intersection, and (6) a location adjacent to Terminal One at the Airport. A seventh, future station is planned for approximately 2200 West Street, as provided in Section 7.2.
3. Station Design, Configuration and Build Quality. The stations shall be designed and constructed to the same standards as the stations recently constructed by UTA as part of the Intermodal Hub extension on 400 West and 200 South. In addition, the Airport Station shall include a canopy running the full length of the station platform, for the purpose of protecting riders and their luggage from the elements. With the possible exception of the stations at 500 West, 2200 West and the Airport Station, the stations shall consist of a center platform that is based on the size and general characteristics of the stations constructed as part of the Intermodal Hub extension.
4. Signal Preemption. The Airport Extension will include a signal preemption system to give ultimate priority to light rail trains at intersections with public streets under the jurisdiction of Salt Lake City.
5. Park and Ride Lots. A park-and-ride lot is planned in connection with the station located west of the Utah State Fairpark, as provided in Section 7.4. A second park-and-ride lot will be studied by the parties, as provided in Section 7.5.

6. Track. The Project will consist of concrete paved track from the Arena station to and through the North Temple intersection. Ballasted track will be constructed from 2400 West to the Crossing at 3700 West Street at the Airport. Concrete paved track will be constructed from the Crossing on 3700 West to Terminal One. An alternative track treatment approved by the City, representing a Betterment from ballasted track, will be constructed on North Temple from the intersection at North Temple and 400 West to 2400 West, the incremental cost of which will be paid out of the Alliance Fund, or from City sources. Deviations from this standard shall be permitted only as approved by the City in connection with the Final Design.
7. Structures. The Airport Extension shall include two new bridge structures over the Surplus Canal (one along I-80 and one at the southern boundary of the Airport), and a new bridge structure on the north side of the existing North Temple viaduct over existing Union Pacific and Commuter rail lines.
8. Overhead Catenary System. The project will employ round painted steel poles with an appropriate base covering. The overhead catenary system will be standard high profile catenary wire, per current UTA standards. The height of the overhead catenary system shall be minimized at the Airport Station and at critical areas that may affect air navigation in the vicinity of the Airport.
9. Utility Relocations. (a) The Project will require the relocation, modification or rehabilitation of affected public and private utilities located along and/or under the track work alignment and within the station areas. Service shall be maintained at all times as utilities are relocated.  

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(b) Within Segment 3, all private utilities shall be relocated outside of the Limited Utility Area. The relocation of City-owned utility facilities shall be governed by the provisions of Section 17.1.

1210. Street Paving. The Project will involve pavement section design and reconstruction of North Temple Street, Airport roadways and connecting streets with an asphalt concrete surface in accordance with the Performance Specification established in Article 21.2 for each of the roadway functional classifications involved in the projects. Roadway reconstructions are required due to traffic and bicycle lane reconfigurations, curb and gutter realignments, adjustments to roadway profiles, track installation, property access requirements and public and private utility relocations. Existing base and surface courses in adequate condition as defined subsequently can remain and be used where possible to optimize costs and provide the required structural capacity of the pavement as determined in the performances specifications. If existing base and surface courses prove to be structurally adequate, a minimum of four inches (4") superpave asphalt concrete shall be used to repave the roadway surface.

In order to adequately determine the thickness, density, location, size and boundary of each existing pavement section layers and to identify existing trenches, holes, unstable sub base conditions and inconsistent base materials UTA shall collect data in sufficient detail to insure the materials meet the performance specifications. Methods shall include but are not limited to use of coring, non-destructive testing, test pits, soil profiles, visual inspection and historical data. All pavements shall address surface and pavement structure drainage. The roadway design and construction shall not impede any existing surface/subsurface drainage.

The all pavements sections will be designed for the classification of each roadway classification in accordance with UDOT's HMA concrete pavement design procedures, and AASHTO standards for street and roadway construction. The pavement sections will be designed for a 30-year life.

13. Landscaping. Within the street cross section (i.e., between the curb and gutter), landscaping will be provided at station locations, consistent with UTA standards. Outside the curb and gutter, consistent with the City's development of a "Grand Boulevard" theme for North Temple, the street will consist of widened park strips, sod and large canopy tree plantings, street lighting, widened sidewalks and urban street furnishings. Landscaping at the Airport shall be consistent with landscaping recently completed at the Airport.

14. Lighting. Station and platform lighting will be consistent with current UTA standards.

15. Station Artwork. The public artwork will be provided at the station locations and will be determined as part of the final design process.

16. Bridge at Jordan River. The existing bridge on which North Temple Street crosses the Jordan River at approximately 1300 West (the "Bridge"), is inadequate to accommodate light rail tracks and light rail traffic. UTA may, at its option and expense, select and implement either of the following options with respect to the Bridge:

- (i) replace the Bridge with a new Bridge to accommodate light rail, vehicular, bicycle and pedestrian traffic, or
- (ii) replace the middle portion of the Bridge with a structure adequate to accommodate light rail traffic, leaving two separate structures for pedestrian and vehicular traffic; retrofit and/or widened the two separate structures necessary to provide ADA pedestrian compliant access across the structures and to the Fairpark station, meet all applicable permit requirements of the Salt Lake County Flood Control, the Army

Corps of Engineers and the Office of the State Engineer; set the center light rail structure at an elevation that when the two separate structures are replaced they can meet Salt Lake County Flood Control's requirements. Provide written approval from Salt Lake County Flood Control on their approval of constructing a separate bridge structure within the existing Jordan River Bridge and their approval of the affects flow capacity of the river with this type of construction.

In any of the above cases, the design of the new bridge and/or alternative to replace the middle portion and widening the pedestrian walkways of the structure shall be designed in accordance with current edition of the AASHTO LRFD Bridge Design and Construction specifications.

If UTA can obtain the proper engineering and flood control clearances to implement option (ii), the City may utilize the Alliance Fund as outlined in Section 12 of this Agreement to direct UTA to implement option (ii).

PUBLIC WAY USE AGREEMENT  
(AIRPORT TRAX EXTENSION)

THIS PUBLIC WAY USE AGREEMENT (AIRPORT TRAX EXTENSION) (this "Agreement"), is entered into as of \_\_\_\_\_ 2008 (the "Effective Date"), by and between SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY a public transit district and political subdivision of the State of Utah ("UTA"). UTA and the City are hereinafter sometimes collectively referred to as "parties," and either may be referred to individually as a "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the City is the owner of various property rights and interests in certain streets and public ways which lie within the City; and

WHEREAS, UTA proposes to occupy and use a portion of such City streets for the construction, operation and maintenance of an extension to UTA's TRAX light rail system from the downtown area in Salt Lake City to the Salt Lake City International Airport; and

WHEREAS, the City has agreed in that certain Interlocal Agreement Regarding the Design and Construction of the Downtown to Airport TRAX LRT Project (the "LRT Agreement"), dated as of the date hereof, by and between the City and UTA, to enter into this Agreement for the purpose of authorizing UTA to use certain City streets in connection with the light rail system along the alignment described herein; and

WHEREAS, the City desires to grant such rights and privileges to UTA, and to document the terms and conditions upon which such City streets may be used by UTA,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and in the LRT Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Definitions. The following capitalized terms shall have the following meanings when used in this Agreement, unless a different meaning is clearly intended:

“Airport” means the Salt Lake City International Airport, an international airport administered by the City’s Department of Airports.

“Airport Extension” means the portion of the TRAX System to be constructed as part of the Project, extending from a point on the existing TRAX System near the downtown area of the City, to and including the Airport Station, including all tracks, stations, cars, conduits, electrical lines, traction power poles, traction power substations, cross-span wires, light rail traffic equipment, stray-current protection equipment, and other functionally related and appurtenant equipment and facilities.

“Airport Extension Alignment” means the precise course or route to be followed by the Airport Extension, as identified and provided in the LRT Agreement.

“Airport Property” means real property owned by the City, situated within Airport boundaries, and managed and administered by the City’s Department of Airports as part of the Airport.

“Airport Station” means the TRAX Station to be constructed as part of the Project, at or near Terminal One at the Airport, as identified in the LRT Agreement.

“City Street Property” means all real property situated within designated City streets, which is owned or controlled by the City. For purposes of this Agreement, “City Street Property” does not include any Airport Property.

“CM/GC Contract” means the contract to be entered between UTA and the contractor selected to oversee the construction of the Airport Extension, all as set forth in the LRT Agreement.

“Effective Date” means the date specified in the first paragraph hereof.

“Final Design Drawings” means the plans for the Airport Extension as approved by the parties pursuant to the LRT Agreement.

“Force Majeure” means any event which: (i) causes UTA to be unable to exercise the UTA Use Rights provided for hereunder; and (ii) is outside the reasonable control of UTA and could not be avoided by UTA through the exercise of due care. Force Majeure events include, without limitation: earthquakes, fires, floods, tornadoes, labor strikes or similar accidents, disputes or similar events.

“Interlocal Act” means the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended.

“LRT Agreement” means that certain Interlocal Agreement Regarding the Design and Construction of the Downtown to Airport TRAX LRT Project, entered by and between the City and UTA, and dated as of the date hereof, which document sets forth the terms and conditions pursuant to which the Airport Extension will be designed and constructed.

“Occupied City Street Property” means City Street Property to be physically occupied by Airport Extension facilities in accordance with this Agreement and pursuant to the Final Design Drawings.

“Project” means the planning, design, financing, construction and installation of the Airport Extension, as set forth in the LRT Agreement.

“Public Facilities” means all City-owned public improvements of any kind which are situated within City public right-of-way including, without limitation, water, sewer and storm drain facilities, curbs and gutters, sidewalks, street paving, trees, landscaping, planters, fountains, beautification facilities, traffic signals, street lights, wiring, controllers, poles and related facilities, signs, lighting facilities and fire protection facilities.



“TRAX System” means all currently operational segments of UTA’s light rail system, including the portions thereof known as the Sandy Line, the University Line and the Intermodal Hub Extension, and any and all future projects, extensions, additions or modifications to such light rail lines.

“UTA Use Rights” means the rights of UTA to use the City Street Property, as granted to UTA by this Agreement.

## SECTION 2. UTA Use of City Street Property.

(a) UTA is hereby authorized to use, on a non-exclusive basis, such portion of the City Street Property, including surface, subsurface and air space property, as shall be necessary to accommodate the construction, operation and maintenance of the Airport Extension. UTA’s use of such property shall be strictly limited to the terms, conditions, limitations and restrictions contained herein.

(b) The location and extent of the City Street Property which may be utilized by UTA for Airport Extension facilities, and the scope and nature of such use, shall be governed by the Final Design Drawings.

(c) UTA acknowledges that: (i) the City, the State of Utah and possibly others have previously granted franchises and other use rights (collectively referred to as “franchises”), affecting the City Street Property; and (ii) no right of action in favor of UTA and against the City relating in any way to the existence of utility lines or facilities pursuant to such franchises, or for damages of any kind against the City relating to such franchises or lines and facilities or the existence of said franchises or franchised lines or equipment, shall arise or be deemed to arise from this Agreement. UTA and the City agree that, as between them, matters of relocation of private utility lines under existing franchises will be governed and handled pursuant to the terms and provisions of Article 17 of the LRT Agreement. The City agrees that, except for renewals or extensions of existing franchises, and renewals or extensions of existing use rights, the City shall not hereafter grant franchises or use rights which materially interfere with UTA’s construction, operation or maintenance of the Airport Extension.

(d) The City makes no warranties, either express or implied, regarding the nature, extent or status of its title to the City Street Property or the existence or non-existence of rights in third parties which may be superior to the UTA Use Rights. If UTA finds it necessary to acquire additional rights from third parties, the City shall have no obligation whatsoever to pay, or to reimburse UTA for the payment of, any costs related to such acquisition, or in connection with any litigation challenging UTA's use of City Street Property.

(e) The UTA Use Rights granted hereunder expressly exclude the right to use any Airport Property. The use of Airport Property in connection with the Airport Extension shall be governed exclusively by a separate easement agreement, as provided in the LRT Agreement. Furthermore, UTA recognizes that it shall be necessary to acquire, at UTA's sole cost and expense, rights from Utah Department of Transportation and other third parties to use real property owned by Utah Department of Transportation or such other third parties along the Airport Extension Alignment.

### SECTION 3. Effective Date; Term.

(a) The UTA Use Rights granted herein shall become operative on the Effective Date and shall remain operative thereafter for an initial term of fifty (50) years. The initial term shall automatically (subject to the last sentence of this subsection (a)) be renewed by the City for a renewal term of twenty-five (25) years, and upon the expiration of such renewal term, for a second renewal term of twenty-five (25) years; provided, however, that if, at least one hundred and eighty (180) days prior to the expiration of the initial term or the first renewal term, the City notifies UTA of one or more significant concerns regarding Airport Extension facilities, or UTA's operation or maintenance of the Airport Extension facilities (whether or not the matters of concern are addressed by or constitute a default under this Agreement), and such concerns are not corrected by UTA to the reasonable satisfaction of the City (or an appropriate amendment to this Agreement is not executed) within such 180-day period, the City shall not be obligated to renew the term of this Agreement, in which event the UTA Use Rights shall terminate at the end of the then-effective term. The parties do not intend that the term of this Agreement, or the UTA Use Rights granted hereunder, shall exceed any limitation imposed by law, including without limitation

the Interlocal Act, and agree to comply with any applicable requirements of the Interlocal Act in connection with any renewal of the term of this Agreement.

(b) This Agreement, and the UTA Use Rights granted hereby, shall be subject to termination at the option of the City and by written notice delivered to UTA prior to the end of the otherwise effective term hereof, upon the occurrence of any of the following events:

(i) UTA intentionally abandons the Occupied City Street Property, or disavows the UTA Use rights;

(ii) UTA shall discontinue use of the Occupied City Street Property for the provision of regular System service for a consecutive period of one year, provided any such discontinuation is not caused by Force Majeure; or

(iii) UTA is in default in the performance of any material covenant, term or condition contained in this Agreement, including any time frames set forth in this Agreement.

The City shall have no obligation to terminate this Agreement or the UTA Use Rights in the event of default, and may continue to perform hereunder without terminating and without waiving the right to terminate.

(c) The UTA Use Rights, including the right to use portions of the Occupied City Street Property, shall be subject to partial termination by written notice delivered to UTA prior to the end of the otherwise effective term hereof, if and to the extent that such rights are intentionally abandoned, or use of such portions of the Occupied City Street Property is discontinued for a consecutive period of one year (other than for reasons of Force Majeure).

SECTION 4. Consideration. In partial consideration for the UTA Use Rights granted by the City to UTA hereunder, UTA agrees as follows:

(a) UTA agrees to construct, operate and maintain the Airport Extension as set forth in the LRT Agreement and this Agreement.

(b) UTA agrees to operate the Airport Extension for the provision of regular TRAX System service to the general public.

SECTION 5. Maintenance and Repair. After construction of the Airport Extension is completed, UTA shall comply with the following provisions concerning ongoing maintenance and repair work within the Occupied City Street Property:

(a) Except as otherwise provided in subsection (b) below, the Airport Extension shall be maintained, repaired and replaced, and all Occupied City Street Property shall be maintained, repaired and replaced, by UTA at UTA's expense. The Airport Extension and Occupied City Street Property shall be reasonably maintained in a manner consistent with the Final Design Drawings, and as required by this Agreement, by applicable State or Federal law and by generally applicable City ordinance. The portion of the Occupied City Street Property to be utilized by vehicular or pedestrian traffic, such as at intersections of the track alignment with public streets, shall be maintained by UTA as a smooth, safe and consistent crossing surface (except for rumble areas approved by the parties), free of depressions or obstructions and consistent with the grade of the public streets, all in a manner consistent with the Final Design Drawings. The Airport Extension and the Occupied City Street Property shall, at all times, be maintained in a neat, clean and orderly condition. Without limiting the foregoing, UTA shall keep the Occupied City Street Property free of weeds, garbage, and unsightly or deleterious objects or structures, and shall keep the Airport Extension and all Occupied City Street Property free from graffiti.

(b) The City reserves the right to plant landscaping on any Occupied City Street Property, both within and outside of Airport Extension stations; provided that such landscaping shall not interfere with System operations. All landscaping planted by the City both within and outside of Airport Extension stations shall be maintained by the City at its cost. All landscaping planted by UTA within stations shall be maintained by UTA at its cost.

(c) Prior to the performance by UTA of any maintenance or repair work within or adjacent to the Occupied City Street Property (other than routine maintenance which does not require excavation or removal of any portion of the street, or emergency work such as derailment), UTA will obtain any permits required by City ordinance in connection with such work, and shall abide by the reasonable requirements thereof which are not in conflict with State or Federal laws or regulations.

(d) The City and UTA shall in good faith endeavor to avoid disruption of System service for maintenance and other work and may agree to perform work during off-peak traffic times to minimize disruptions to System operations, businesses and traffic. The City shall not be liable to UTA for interruption of System service for emergency work or for scheduled work or work for which proper notice is given. The parties agree that when interruption of the System is required for non-emergency work, the party performing the work shall provide at least ten (10) days prior written notice to the other and shall perform the work so as to minimize disruptions to the greatest extent possible. In cases of emergency or exigent circumstances, the party effecting the repair shall immediately notify and cooperate with the other party.

(e) For repair or maintenance work in City streets, UTA shall abide by the provisions of the City's Traffic Barricade Manual and public way permit, as amended from time to time, except as preempted by Federal or State law. UTA shall prepare traffic control plans relating to repair and maintenance work, which shall be subject to City approval, and which shall be followed by UTA. The City may require repair and maintenance work to be done during off-peak traffic times to minimize business and traffic disruptions.

(f) If any maintenance is required to be performed by this Agreement or by any State or Federal legislative act, rule or regulation, and is not completed within ten (10) days after written notice is sent by the City to UTA, or within a longer reasonable period of time given the nature of the maintenance required (as approved by the City), the City may perform such maintenance or repairs as it reasonably deems necessary, not inconsistent with State or Federal law or regulation, pursuant to said notice. For such work, UTA shall fully reimburse the City within thirty (30) days of receipt of the City's invoice. UTA will pay any reasonable City costs or expenses incurred in collecting such maintenance costs and expenses, including attorney's fees.

(g) If, in connection with the performance of any repair or maintenance work, UTA shall remove or damage any Public Facilities, UTA shall repair or replace such Public Facilities with the same

or similar materials, if available, as reasonably required by the City, consistent with applicable Federal and State laws and regulations and to the satisfaction of the City.

(h) Repair and maintenance of the tracks and related Airport Extension facilities shall be done, to the extent practicable, in a manner which avoids unnecessary impediment to the common and ordinary use of City streets by pedestrians and vehicles. The duration during which repair and maintenance equipment and repair and maintenance operations may block pedestrian or vehicular passage on the street shall be controlled by City ordinance and State law.

(i) UTA shall be responsible for all removed snow on Occupied City Street Property. UTA will be allowed to place and store snow removed from Occupied City Street Property in the same places and in the same manner as the City stores snow removed from other areas of the streets. Snow removal will be closely coordinated with the City snow removal operations to ensure that City snow removal operations are not unduly hindered.

(j) The City may, by separate agreement with UTA, and for adequate consideration, agree to undertake certain of UTA's maintenance responsibilities hereunder.

SECTION 6. Traffic Regulations. System vehicles traveling on City streets shall be subject to all generally applicable traffic control ordinances and regulations, with the exception of speed limits, consistent with State and Federal law. Nothing in this Section 6 shall be construed as preventing the City from adopting traffic ordinances and regulations which apply solely to the System vehicles, other than speed limits.

SECTION 7. Traffic Signal Preemption/Priority. UTA shall construct, install and maintain a traffic signal preemption/priority system in favor of System vehicles, based on the Rail Operational Plan referenced in Section 10.1.2 of the LRT Agreement approved by the City, which system shall be operated and controlled by the City. Any substantive modifications of such system shall be approved by both parties.

SECTION 8. Advertising. Neither UTA nor any private party shall use any fixed System facilities for purposes of advertising, without first obtaining City approval, which approval may be granted or withheld by the City in its sole and absolute discretion. Nothing in this Section 8 shall prevent UTA from advertising its public transportation services, or providing information regarding such services, such as maps, schedules or information kiosks, at stations and stops.

SECTION 9. No Public Forums. In recognition of the safety concerns associated with potentially crowded station platforms, substantial foot traffic, street traffic and System vehicle traffic, and the resulting need for crowd control and attention to surroundings, UTA agrees not to take any action or authorize any activity which would result in any Occupied City Street Property (including such property as shall be occupied by stations) being designated or recognized as a public forum. Furthermore, the City may establish and enforce policies prohibiting public speaking or other free speech activities on any Occupied City Street Property, including without limitation Occupied City Street Property occupied by stations, and may take such other action as may be necessary to prevent the designation or recognition of such Occupied City Street Property as public forums.

SECTION 10. Special Events. The City agrees not to issue special event permits for public events which substantially interfere with the operation of the Airport Extension without the prior written consent of UTA.

SECTION 11. Agreement Non-Assignable. UTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third party (other than to a successor public entity charged with providing public transportation), without the express prior written consent of the City, which may be granted or withheld by the City in its sole and absolute discretion.

SECTION 12. City Approval of Agreements With Third Parties. All agreements between UTA and private parties which may affect the Occupied City Street Property or the subject matter of this Agreement including, without limitation, any agreements with companies operating private utilities, shall be subject to City approval as to those provisions which affect the City.

SECTION 15. UTA Indemnification of the City. UTA shall indemnify, defend and hold harmless the City, and its respective past, present and future employees (each an "Indemnified Party"), from and against all claims, demands, liens and all liability or damage of whatever kind, including attorneys' fees and expenses of dispute resolution (including expert witness fees and investigative expenses), arising out of or by reason of any acts, errors or omissions: (a) related to the exercise of the UTA Use Rights after Project design and construction; (b) related to UTA's breach of any material provision of this Agreement; or (c) related to UTA's failure to comply with any federal, state, or local environmental laws or regulations in the operation of the Airport Extension. This provision shall not impact, reduce or modify any indemnification provision related to the design and construction of the Airport Extension as set forth in the LRT Agreement. These indemnification provisions shall survive the termination of this Agreement.

SECTION 16. Duty to Restore. Upon the expiration of this Agreement, or earlier termination or partial termination of the UTA Use Rights and/or this Agreement pursuant to Section 3 hereof, all Airport Extension improvements located on Occupied City Street Property as to which UTA Use Rights have been terminated shall, at the option of the City, be removed, and the Occupied City Street Property shall be restored to a condition consistent with the then current condition of adjoining streets or other public facilities with respect to grade, appearance, quality, finish and type of construction, at the sole cost and expense of UTA. Restoration shall be performed within ninety (90) days of such expiration or termination, or such longer period as shall be required by the nature of the work and agreed to by the City. If UTA fails to restore the Occupied City Property, the City may perform such work after thirty (30) days prior written notice to UTA, and UTA hereby agrees to pay all costs of the City in connection with such work, including any collection costs and attorney's fees.

SECTION 17. Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and mailed to the other parties at the addresses set forth below or at such other addresses



as the parties may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:  
Salt Lake City Corporation  
Attn: Salt Lake City Mayor  
City & County Building  
451 South State Street, Room 306  
Salt Lake City, Utah 84111

With a Copy to  
Salt Lake City Attorney's Office  
City & County Building  
451 South State Street, Room 505A  
Salt Lake City, Utah 84111

If to UTA  
Utah Transit Authority  
Attn: General Manager

With a Copy to  
Utah Transit Authority  
Attn: General Counsel's Office

\_\_\_\_\_  
Salt Lake City, Utah \_\_\_\_\_

\_\_\_\_\_  
Salt Lake City, Utah \_\_\_\_\_

SECTION 18. Amendment. This Agreement may be modified or amended only by a written instrument executed by the parties and/or all their successors, as applicable.

SECTION 19. Police Powers. Each party acknowledges the right vested in the other pursuant to general law to exercise its police powers for the protection of the health, safety and welfare of its citizens/passengers and their properties. Nothing in this Agreement shall be construed as precluding either party from exercising such powers in connection with the Airport Extension, except with respect to matters specifically addressed in this Agreement, and then only to the extent of the express terms of this Agreement.

SECTION 20. Default. Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of ninety (90) days after the giving of written notice by the other party, which notice shall specify such failure and request that it be remedied, unless the party giving such notice shall agree in writing to an extension of such time period prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim and remedy against

the other in addition to any other remedy provided or permitted by law, provided that no remedy which would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement. In the event of any dispute with respect to any of the covenants or agreements contained herein, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or its provisions, and in pursuing any remedy provided by this Agreement or the laws of the State of Utah or the United States, whether such remedy is pursued by filing a suit or otherwise.

SECTION 21. Dispute Resolution. Any dispute regarding the meaning of any provision of this Agreement or the determination of an issue of fact, and which is not resolved by staff, shall be referred to the General Manager of UTA and the City's Mayor. Prior to the initiation of any formal legal action, such individuals shall engage in good faith negotiations aimed at reaching an amicable solution of the dispute that is consistent with this Agreement and with the LRT Agreement. If, after good faith negotiations, a dispute cannot be resolved by such individuals, such dispute may then be brought before a court of competent jurisdiction in Salt Lake County.

SECTION 22. Interlocal Co-operation Act Requirements. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the parties agree as follows:

(a) This Agreement shall be authorized by resolution of the governing body of each party, pursuant to Section 11-13-219 of the Interlocal Act;

(b) This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act; and

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as provided in Section 3 hereof, this Agreement and the UTA Use Rights may be terminated only by and upon the express written consent of the parties.

(e) Except as otherwise specifically provided in this Agreement, any real or personal property acquired by either party, or by the parties jointly, pursuant to this Agreement or in

conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, State and Federal law.

SECTION 23. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

SECTION 24. Entire Agreement. This Agreement and the LRT Agreement contain the entire agreement between the parties with respect to the subject matter hereof, and no statement, promises or inducements made by either party or agents or either party that are not contained in this Agreement shall be binding or valid, and this Agreement may not be enlarged, modified or altered except through a written instrument which is signed by all parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

SECTION 25. Non-Waiver. No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 26. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 27. Binding Agreement. This Agreement shall be binding upon all of the assigns, grantees and successors in interest to each of the parties, and shall remain in full force and effect until amended as provided herein.

SECTION 28. Further Assurances. The parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 29. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business

entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SALT LAKE CITY CORPORATION

UTAH TRANSIT AUTHORITY

By: \_\_\_\_\_  
Ralph Becker, Mayor

By: \_\_\_\_\_  
John M. English, General Manager

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
Chief Deputy City Recorder

By: \_\_\_\_\_  
Michael Allegra, Chief Capital Development Officer

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Senior City Attorney

\_\_\_\_\_  
UTA Legal Counsel

STATE OF UTAH     )  
                              : ss  
County of Salt Lake    )

On the \_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me Ralph Becker and \_\_\_\_\_, who being by me duly sworn did say that they are the Mayor and Chief Deputy Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah; and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council; and said persons acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
STATE OF UTAH     )  
                              : ss  
County of Salt Lake    )

On the \_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me John M. English and Michael Allegra, who being by me duly sworn did say that they are the General Manager and Chief Capital Development Officer, respectively, of UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah; and that the foregoing instrument was signed on behalf of said public transit district by authority of a resolution of its Board of Trustees and said persons acknowledged to me that said public transit district executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

WHEN RECORDED, PLEASE RETURN TO:

Utah Transit Authority

Salt Lake City, Utah 84\_\_\_\_

### **LIGHT RAIL EASEMENT**

Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah, whose mailing address is 451 South State Street, Room 245, Salt Lake City, Utah 84111, "Grantor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains and conveys unto the Utah Transit Authority, a public transit district and political subdivision of the State of Utah, whose mailing address is \_\_\_\_\_, Salt Lake City, Utah 84\_\_\_\_, "Grantee," for its successors, assigns, lessees, licensees and agents, a LIGHT RAIL EASEMENT for the installation, construction, operation, maintenance, and repair of a light rail public transportation system (the "TRAX System"), upon, over, under and across land which Grantor owns or in which the Grantor has an interest in Salt Lake County, State of Utah, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "Property").

Together with all rights of ingress and egress necessary or convenient for the full and complete enjoyment of the easement granted, and all rights and privileges incident thereto.

By acceptance or use hereof, Grantee agrees to be bound by and accepts this Light Rail Easement subject to the following terms and conditions:

1. The rights granted hereunder are non-exclusive and the easement described herein is subject to being used for utility or other purposes by the Grantor and such other persons as the Grantor may designate at any time. Said easement is granted for a period not to exceed fifty (50) years from the date hereof.

; and may be renewed upon mutual terms and conditions at the time of expiration.

2. Other than approved relocation of existing facilities, Grantee shall not disturb any existing or future facilities installed by the Grantor within the boundaries of the easement granted.

3. Grantee's said TRAX System shall be installed and maintained as nearly as possible to the described alignment.

4. Grantee will comply with all applicable ordinances, Federal, State and County laws in the construction, maintenance or removal of said TRAX System, and Grantee will submit construction plans and specifications to the Grantor as they become available.

5. Grantee will install, construct, maintain, operate, repair, inspect, protect, remove and replace the TRAX System at its own expense.

6. After installation, construction, maintenance, repair, or replacement of said TRAX System, Grantee will, at its sole expense, restore the surface of any adjacent land disturbed by Grantee, and retained ownership by Grantor, as nearly as possible to its original condition or as otherwise agreed to in writing between Grantor and Grantee. If any damage is not properly repaired or restored to its original condition and if Grantee fails to effect said restoration within a reasonable period of time, to be determined by Grantor, after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired at the entire expense of Grantee.

7. No supervision or advisory control, if any, exercised by Grantor or in its behalf, shall relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of Grantee's use of the Property. Grantee agrees to indemnify and save harmless Grantor, its agent, and employees from any and all claims, loss or expense, including attorney's fees, arising out of Grantee's negligent or willful action in connection with the construction, maintenance, removal or use of said TRAX System and premises by Grantee, or of any spills, leaks or environmental insults which may occur or which may have occurred on the property.

8. Subject to notice to Grantee, Grantor shall have the right at such times and in such a manner as it deems necessary to carry out other Grantor purposes over, across and through the TRAX System covered by this easement, and when Grantee's facilities interfere with any Grantor purpose, upon receipt of written notice from Grantor, Grantee will, as reasonably requested, remove, relocate or adjust those of its facilities designated within a reasonable time after such notice and at the entire expense of Grantee.

9. Grantor hereby retains a perpetual right to the use of airspace above and over the Property and surrounding land as described in Exhibit C, attached hereto and incorporated by reference, for the free and unrestricted passage of aircraft of any and all kinds, now or hereafter developed, for the purpose of transporting persons or property through the air, and for all other aeronautical activities therein. This right permits or allows to be caused or created in the airspace such annoyances as may be inherent in, or may arise or occur from or during the operation of aircraft. The airspace shall mean that space above the real property covered by this Light Rail Easement, surrounding land as described in Exhibit C hereto, and adjacent land retained by Grantor, and which is above the height limit established for the Salt Lake City Airport by the Salt Lake City Code, and all applicable federal regulations, including without limitation, Federal Aviation Regulation Part 77 (49 CFR Part 77), as such ordinances and regulations may be changed from time to time.

10. Grantee agrees that it, its heirs, successors and assigns shall not hereafter erect or permit the erection of buildings or growth of any object within the TRAX System or adjacent land retained by Grantor that would interfere or restrict a clear flight path. Grantee agrees to exercise its rights under terms of this easement subject to and in accordance with the surface and slope clearance requirements of Federal Aviation Regulation Part 77 (49 CFR Part 77), as described in Exhibit A attached hereto, and any future alterations made to such regulations.

11. This easement and all provisions hereof are subject and subordinate to the provisions of any existing or future agreements between the Grantor and the United States Government relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds; provided that the Grantor agrees to give Grantee written notice, in advance of the execution of such agreements, of any provisions which will modify the terms of this easement. If a department of the United States Government or their successors require modifications or changes in this easement as a condition precedent to the granting of funds for the improvement of an airport, or otherwise, Grantee agrees to consent to such amendments, modifications, revisions, supplements, or deletions as they may affect any of the terms, conditions or requirements of this easement, as may be reasonably required.

12. In conducting its operation of the TRAX System hereunder, Grantee shall comply with all applicable laws of the United States of America, the State of Utah, Salt Lake City, and lawful rules and regulations promulgated by their authority, including the Federal Aviation Administration and Transportation Security Administration with reference to airport security; and all applicable lawful rules, regulations and ordinances of Grantor now in force or thereafter prescribed and promulgated by authority of law. Grantee acknowledges that the federal government may assess penalties in connection with any violation of federal security requirements by Grantee or its employees or agents, and that Grantee shall be solely responsible to pay, dispute or otherwise address any such penalties. Notwithstanding the foregoing, to the extent such laws, rules, regulations and ordinances are reasonably subject to interpretation by or enforcement policies of Grantor, they shall not be interpreted or enforced in a fashion that will prevent Grantee from the full exercise and enjoyment of the rights granted hereunder.

13. In the event Grantee shall fail to perform or comply with any term or condition hereof, after ninety (90) days prior written notice of such failure or noncompliance from Grantor, this easement may, at Grantor's sole option, immediately terminate and cease as though it had never been granted and Grantee shall have a reasonable time, to be determined by Grantor, in which to remove said facilities.

14. Grantee shall not assign any of its rights hereunder without the prior written consent of Grantor.

15. In the event Grantee ceases to use any of the premises for the purpose herein described for a period of more than one (1) calendar year, then this easement shall cease and terminate at Grantor's option, and Grantee will, upon Grantor's written request, and at Grantee's sole expense, remove all remaining facilities and restore the surface of any land disturbed by Grantee within said or surrounding premises as nearly as possible to its original condition. This provision is not intended to prohibit reasonable maintenance and repair. In the event such maintenance and repair continue for a period longer than one (1) year, Grantee can request a waiver of this provision or an extension for an agreed time period, which waiver or extension shall not be unreasonably withheld.



16. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted. This easement may only be amended by a writing signed by Grantor and Grantee or their successors, legal representatives, assignees or transferees.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**SALT LAKE CITY CORPORATION**

**ATTEST AND COUNTERSIGN:**

\_\_\_\_\_  
Ralph Becker  
Mayor

\_\_\_\_\_  
Chief Deputy City Recorder

STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me Ralph Becker who being by me duly sworn did say that he is the Mayor of Salt Lake City, and \_\_\_\_\_ in their capacities as Mayor and Chief Deputy Recorder respectively, of Salt Lake City Corporation, a municipal corporation of the State of Utah.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**EXHIBIT A**  
Surface and slope clearance requirements of  
Federal Aviation Regulation Part 77 (49 CFR Part 77)

**EXHIBIT B**  
**Property Description**

## **EXHIBIT C**

### **Avigation Easement**

SALT LAKE CITY CORPORATION, hereinafter referred to as "Grantor," retains a perpetual and assignable easement in the airspace above and over the parcel of land described in the Light Rail Easement to which this Exhibit is an attachment, hereinafter referred to as the "Real Property," for the free and unrestricted passage of aircraft of any and all kinds now or hereafter developed for the purpose of transporting persons or property through the air, in, through, across and about the airspace over the Real Property, and all other aeronautical activities therein. The airspace shall mean that space above the Real Property that is above the height limit established for the Salt Lake City Airport by the Salt Lake City Code, and all applicable federal regulations, including without limitation, Federal Aviation Regulation Part 77 (49 CFR Part 77), as such ordinances and regulations may be changed from time to time (hereinafter referred to as the "Airspace").

The easement and rights hereby reserves to the Grantor in the Airspace above and over the Real Property are for the purpose of insuring that the Airspace shall remain free and clear for the flight of aircraft landing at or taking off from or otherwise using the Salt Lake City Airport, the boundaries of which are set forth in the records of the Salt Lake County Recorder (hereinafter referred to as "Airport"). Said easement and the rights appertaining thereto shall be for the benefit of Grantor, its successors, assigns, guests, invitees, customers, including any and all persons.

The Grantee in the Light Rail Easement to which this Exhibit is an attachment agrees that it, its heirs, successors and assigns shall not hereafter erect or permit the erection or growth of any object within the Airspace. This Avigation Easement reserves the right of flight for the passage of aircraft in the Airspace, together with the right to cause or create, or permit or allow to be caused or

created in the Airspace, and within, above and adjacent to the Real Property, such annoyances as may be inherent in, or may arise or occur from or during the operation of aircraft. Said Grantee further agrees that all structures to be constructed on the Real Property shall provide and maintain applicable sound attenuation requirements to insulate occupants from noise to mitigate any adverse impact from aircraft noise.

# SALT LAKE CITY CORPORATION

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT  
OFFICE OF THE DIRECTOR

## CITY COUNCIL TRANSMITTAL Supplemental Submittal

**TO:** David Everitt, Chief of Staff

**DATE:** May 1, 2008

**FROM:** Mary De La Mare-Schaefer, Acting Community Development Director

*MDS*

**RE:** Airport Light Rail Alignment Evaluation

**STAFF CONTACTS:** Joel Paterson, Acting Assistant Planning Director, at 535-6141 or  
joel.paterson@slcgov.com

Doug Dansie, Senior Planner, at 535-6182 or  
doug.dansie@slcgov.com

This transmittal contains information requested by Councilmember Garrott at the April 22, 2008, City Council briefing on the Airport Light Rail project. Information was requested on the evaluation criteria used in recommending an alignment, with specific interest in economic development benefits and neighborhood planning.

### Background

Utah's light rail transit system (TRAX) began operating in Salt Lake County in 1999. At that time, TRAX consisted of a 15-mile route running north and south between Salt Lake City and Sandy. In 2001, TRAX was expanded to include a route running east and west between Downtown Salt Lake City and the University of Utah. The Utah Transit Authority (UTA) reports that these TRAX lines serve more than 50,000 riders each weekday.

After the opening of the Sandy and University TRAX lines, Salt Lake City became home to the Intermodal Hub/Salt Lake Central Station. The Central Station is intended to be a major transportation transfer center that will serve passengers from Commuter Rail, TRAX, AMTRAK, Greyhound Bus, UTA buses, and passenger vehicles, as well as bicyclists and pedestrians. It also has the potential to function as a hub for private transit options such as ski resort shuttles. In April 2008, UTA Frontrunner commuter trains began service, and UTA and Salt Lake City completed an expansion of the TRAX system to connect the Central Station to existing Downtown light rail lines.

The TRAX Airport alignment was originally studied in 1999, but due to the age of the analysis it was re-addressed to account for current conditions. As part of this effort, the City, UTA, and its team of consultants determined two possible alignment alternatives for further study and consideration: 1) North Temple to 400 West via a new bridge north and adjacent to the North Temple viaduct and commuter rail transfer station to connect with existing rail at the Energy Solutions Arena, and 2) North Temple to 600 West via a new bridge to terminate at the Intermodal Hub/Central Station.

Through the public process, most issues surrounding light rail along North Temple have been resolved. A key remaining issue for Salt Lake City to address is determining a preferred location for the route alignment through the Gateway area (either 400 West or 600 West).

## **2008 Environmental Impact Statement**

During 2007-2008, the final environmental impact statement (FEIS) of the Airport light rail project was updated. As part of the study, land use policies were reviewed along the corridor. The primary focus of the land use investigation was along the North Temple corridor because of its proximity to lower density residential neighborhoods. Zoning districts were identified along with potential parcels for redevelopment. There was considerable staff time spent meeting with individual property owners of large parcels regarding transit-oriented development alternatives. These parcels include the Menlove property (west of the Jordan River), the Sutherlands Lumber site (at Redwood Road and North Temple), the State office campus (east of I-215), and the Bamberger property (west of I-215). Discussion of potential park-and-ride lots were also held with several property owners, including the State FairPark.

Because the Gateway area of Salt Lake City is zoned for higher density development, compatible with transit, much of the study focused more upon locations adjacent to lower density neighborhoods. However, development opportunities were also significantly discussed with the Boyer Company (owner of land between South Temple and 100 South on 600 West and along 400 West at North Temple), the McCarthy Property (100 South to 200 South on 600 West), the Bridges at Cityfront, and the Martinez properties between North and South Temple on 600 West. Generally, property owners south of South Temple supported a 600 West alignment, but property owners north of South Temple supported 400 West.

Chapter 3.2.2.3 of the 2008 Environment Impact Statement outlines the changes to the Gateway area between 1999 and 2008.

The environmental impact statement process included drawings and examples of how an overpass on 600 West may appear. There was discussion of providing a tunnel instead of a bridge, but it was discounted primarily based upon significant cost and time concerns over working with Union Pacific to create a temporary diversion to build the tunnel. (The tunnel would be in the public right-of-way covered by franchise agreement, not on Union Pacific land.) Other than on top of the viaduct, the only location for a station on 600 West would be between 100 and 150 South, which is two blocks from the Salt Lake Central Station and one block from

the Old Greek Town station on 200 South (long-term train routing will affect whether both stations are accessed by the same line).

The 400 West alignment requires a transfer station to connect light rail to commuter rail independent of the Salt Lake Central Station. The property most impacted by the 400 West alignment and a North Temple transfer station is the Gastronomy property (adjacent to the Salt Lake Hardware building). Conversations were held with the property owner regarding future development plans. The transfer station would require an elevated light rail station above a ground level commuter rail station located at North Temple and 500 West. Alternatives to the elevated transfer station were considered, including a northern loop that would allow a ground level light rail station at approximately 200 North Street. This option has been preliminarily assessed, but more analysis is needed to determine if it is a preferable alternate to the 400 W./N. Temple alignment. The proposed Interlocal Agreement for the project allows for a modification of the 400 W./N. Temple alignment through the end of 2008 should this or some other variation be desired.

The attributes/impacts of a 200 North loop option on the adjacent neighborhood have not yet been vetted with the public. These may include higher density development north of North Temple, increased traffic on 300 North to access the commuter rail station/transfer station (affecting West High School and the Guadalupe neighborhood), and the location of a light rail station one block west of West High. Since the Airport line would likely not provide access to the Salt Lake Central Station under this option, there may also be demand for secondary services, such as bus transfer or taxi service at the transfer station, which may duplicate those provided at the Salt Lake Central Station.

## **Applicable Master Plans and Policies**

Salt Lake City has numerous official plans and policies that are relevant to the analysis of the TRAX Airport alignment and associated decisions. Some of the policies are general principles that the City applies across the municipality, while others are specific to the particular area of the City where the TRAX line is proposed.

### *Citywide Policies and Principles*

The City Council has adopted policies and principles that address making transportation convenient and accessible with equal consideration given to the impact on neighborhoods and protecting the quality of life in the City. These policies and principles are articulated in nine policy statements adopted by the Council in 1994 and in the guiding principles of the Citywide Transportation Master Plan adopted by the Council in 1996.

### *Downtown Master Plans*

City plans addressing the Downtown area discuss transportation issues and offer recommendations related to transit development. The 1995 Downtown Master Plan makes a recommendation supporting mass transit in general and speaks to the preferred alignment of the route for an Airport line. The draft Salt Lake City Downtown Transportation Master Plan, developed in 2007 and in the process of being officially adopted, provides goals associated with



the transportation systems operating in Downtown. These goals not only address the modes of transportation, but also focus on considering the impacts to various land uses and the public.

The 1995 adopted Downtown Master Plan also makes specific recommendations regarding the direction of Downtown growth, encouraging new development to be south and west of the existing city core. This policy is meant to direct growth away from residential neighborhoods and toward reclaiming underutilized industrial and commercial lands. North Temple is designated as the boundary for downtown densities of urban development to the north of the existing Downtown area.

#### *Gateway Area Specific Plan (1998)*

The City has an official plan that specifically addresses the area of the City where the TRAX extension to the Airport will be constructed. In 1998, the City Council adopted The Gateway Specific Plan, which is intended to “give direction and provide a framework for guiding future decisions regarding growth and development in the Gateway District”. The Plan provides guiding principles for development and transportation in the area, and general policies that support the use of light rail and the opportunity to use it for supporting the development of mixed-use urban development. The Plan also speaks to a proposed alignment for the TRAX line extension to the Airport, and the construction of the Intermodal Hub at its now-realized site. The Plan addresses objectives such as development that will promote a sense of community and a pedestrian environment, and that will protect view corridors. Finally, this Plan discusses the consolidation of rail lines and shortening of viaducts in order to increase access and visibility to properties in the area, which in turn will increase property values and generate greater opportunities and interest in development for the area.

The Gateway Specific Plan addresses the direction of Downtown growth. The site of the Intermodal Hub/Salt Lake Central Station was indicated for two significant reasons: 1) the location is technically the most feasible to accommodate the engineering of Frontrunner and Amtrak trains, 2) the site encourages development to the south and west of the existing Downtown. If a three block radius is drawn around the site, the entire area is generally considered underutilized industrial land that is ripe for redevelopment. Alternative locations considered to the north were not chosen because they impacted lower density residential areas.

#### *Capitol Hill Master Plan. (2001)*

The Capitol Hill Master Plan identifies the former rail yards located north of North Temple to be redeveloped as mixed-use in order to bridge the divide between the Guadalupe and West Capitol neighborhoods with higher density towards the south and medium density towards the north.

### **Public Process and Input**

The University to Airport light rail alignment, studied in 1999, resulted in a recommendation for an alignment along 400 West. Due to the length of time since the study, it was necessary to update the Environmental Impact Statement (EIS) for the light rail project. A subsequent review by the technical committee suggested a 600 West alignment. Throughout the technical review by the UTA steering committee for the updated EIS, public input was solicited and reviewed. This

was a critical part of the work that was accomplished by the UTA consultants for the updated EIS.

During July and August 2007, the UTA defined light rail extension options (400 West alignment and the 600 West alignment) were presented to area Community Councils in order for the staff to carry out the beginning of the public process for Salt Lake City's Administration and City Council deliberations and recommendations.

The Community Councils that participated in this initial city public process were Capitol Hill, Jordan Meadows, Downtown, Poplar Grove, and FairPark. In summary, Jordan Meadows, Poplar Grove, and FairPark were in favor of the 400 West alignment. Capitol Hill did not have a preference on the alignment. Downtown expressed their support of the 600 West option.

Community Councils favoring the 400 West alignments cited the following reasons:

- Concern about a new structure/viaduct in the west portion of the community with the 600 West alignment made the 400 West option more attractive.
- The preferred option (400 West) from the 1999 study should still be supported.
- The 400 West option reduced negative impacts to the Bridges at Citifront mixed-use project.
- The 600 West option would have negative impacts on the neighborhood without any accompanying benefits.
- The 400 West alignment supports the Gateway Master Plan.

The Community Councils' primary concerns regarding the 400 West alignment were that the location of traffic signals and railroad crossing gates would cause problems for vehicular traffic and potential development on 400 West.

### **Recommendations for Policy Considerations**

A guiding principal to the 1996 Transportation Master Plan, and a consistent policy of the Administration and the City Council, is that all Salt Lake City neighborhoods have equal consideration in transportation decisions. In October 1994, the City Council held a retreat during which policy statements were formulated that sought to balance transportation access to the City and preservation of neighborhoods. The City has articulated the preservation of neighborhoods throughout multiple master plans and policies that point to the values and priorities that define quality of life in the community. Any light rail alignment selected must support the issues of neighborhood viability, a strong and economically viable Downtown, and accessibility through public transportation.

In summary, the following categories define more specifically the considerations that must be taken into account in regards to a decision on the Airport light rail extension:

#### ***Urban Planning***

- Does the light rail alignment support sound urban planning concepts such as walkability of the neighborhood, continuity of residential living that supports neighborhoods, mixed

use development and transportation modes that support both businesses and neighborhood needs in the area?

- Does the proposed alignment facilitate the City's goals of directing high-density development of Downtown?

#### ***Community Concerns***

- Does the light rail alignment address the full range of community concerns?
- Are solutions sought that minimize negative impacts to one part of the community that are not an undue burden to other parts of the community?
- Have the full range of impacts of all alternatives been presented to the Community?

#### ***Downtown Impacts***

- Does the light rail extension support the further enhancement of the Downtown business/retail environment and residential areas that improves the quality of life Downtown?
- Does the light rail extension add to the goal of Downtown vitality?
- Does the light rail extension direct growth into areas of the city which is supported by Master Plan policy?

#### ***Operational/Cost Efficiencies***

- Does the light rail alignment provide reasonable operational efficiencies while supporting other goals of the city?
- Does the light rail alignment provide adequate connectivity to major activity centers such as the Intermodal Hub and the Airport, as well as Downtown?
- Is the system cost efficient in a way that provides accountability for the public funding of the light rail system?
- Is the chosen alignment the best for long-term expansion capabilities?

The above bulleted considerations were presented to UTA and the public at a City-sponsored Public Open House October 18, 2007 as the considerations the City Administration would follow in making an alignment recommendation to City Council.

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