



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Agenda

5:00 PM, Tuesday, April 26, 2016

Room 200, Municipal Council Chambers

351 West Center, Provo, Utah

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

5:00 PM Closed Meeting (Council Conference Room, 351 West Center Street, Provo, Utah)

5:30 PM Council Meeting (Municipal Council Chambers, 351 West Center Street, Provo, Utah)

Opening Ceremony

Roll Call

Invocation and Pledge

Mayor's Items and Reports

1. A resolution approving a Lease Agreement pertaining to various Provo City streets and an Interlocal Cooperation Agreement pertaining to the Provo-Orem Transportation Improvement Project. (15-110)

If you have a comment regarding items on the agenda, please email or write to Council Members. Their contact information is listed on the Provo website at:

<http://provo.org/government/city-council/meet-the-council>

Adjournment

Materials and Agenda: <http://publicdocuments.provo.org/sirepub/meet.aspx>

Council Blog: <http://provocitycouncil.blogspot.com/>

The next scheduled Regular Council Meeting will be held on 05/03/2016 at 5:30 PM in the Council Chambers, 351 West Center Street, Provo, unless otherwise noticed. The Work Session meeting start times is to be determined and will be noticed at least 24 hours prior to the meeting time, but typically begins between 1:00 and 4:00pm.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aides and services) during this meeting are invited to notify the Provo Council Office at 351 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email ljorgensen@provo.utah.gov at least three working days prior to the meeting. The meeting room in Provo City Center is fully accessible via the south parking garage access to the elevator. The Council Meeting is also broadcast live Provo Channel 17 at <https://www.youtube.com/user/ProvoChannel17>. For access to past Work and Council Meetings, go to playlists on <https://www.youtube.com/user/ProvoChannel17>.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at council.provo.gov. Council Meeting agendas are available through the Utah Public Meeting Notice website at pmn.utah.gov. Email subscriptions to the Utah Public Meeting Notice are available through their website.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Network for public access is "Provo Guest", password "provoguest".

PROVO MUNICIPAL COUNCIL STAFF REPORT		Agenda: 12 April 2016
TOPIC	Approval of Interlocal Agreement and Lease Agreement Related to the Provo-Orem Transportation Improvement Project (Bus Rapid Transit)	
PREPARER	Wayne Parker, Chief Administrative Officer	801-852-6102
<i>Updated</i>	<i>11 April 2016</i>	

Background

As transportation planning began several years in advance of the 2002 Winter Olympics, discussions were underway about the opportunity to use the coming Games to stimulate needed infrastructure improvements. Most were needed for the Olympics, but many were simply needed and the Olympics became the catalyst for these improvements. Both improved freeway access and enhanced transit were needed for the growth coming to the Wasatch Front, and the Olympic catalyst helped bring the first I-15 project and the first rail-based transit in Salt Lake City. Communities with Olympic venues outside the Salt Lake Valley (Park City, Ogden and Provo) were also studied for improvements, but price tags were well beyond the reach of reality prior to the Games.

About the same time, the Wasatch Front Regional Council (serving the Salt Lake and Ogden areas), Mountainland Association of Governments (serving Utah, Summit and Wasatch Counties), UDOT and UTA began to work in earnest on regional transportation plans that included freeway improvements, other roadway improvements and transit expansion. Part of the regional transit plan, the Inter-Regional Corridor Alternatives Analysis, called for a much improved, more predictable and faster mass transit system for the Wasatch Front urban area, including in Utah County. Following this study completed in 1999, MAG undertook an alternatives study to determine which approach was best for the Provo Orem area and which could be funded with limited local resources.

This alternatives study was completed in 2005 by the engineering firm of Carter Burgess. In that study, Bus Rapid Transit (BRT) was defined as the best alternative, and the preliminary route identified in the study called for the BRT to run in dedicated lanes on University Avenue from the Towne Center Mall to 800 North, east on 800 North then north across the BYU Campus to University Parkway, then west into Orem (page 7-2).

The alternatives study recommended proceeding with a full Environmental Assessment (EA) to comply with the National Environmental Protection Act (NEPA) to evaluate alternatives and assess the environmental impact of those alternatives. That study began in 2007 and was completed in 2011. As a part of that assessment project, various routes were identified and evaluated based on environmental, cost and operational factors. As a part of the EA, a new alternatives analysis was conducted in 2010 which resulted in the definition of the locally preferred alternative. This study demonstrates the extent to which analytical work was done, alternatives were reviewed and public input was sought and considered. A variety of scoping meetings were held in addition to public open houses, a project website and multiple coordination meetings and public presentations through 2008 and 2009. These are detailed in the coordination chapter of the EA.

The EA resulted in the definition of a locally preferred alternative (LPA) which included the BRT wrapping around BYU on 900 East with a northbound only dedicated lane and a BRT station near the Creamery on Ninth East. The transit planners' initial preferred alignment was to take BRT across the BYU Campus on East Campus and North Campus Drives, but because these were privately owned streets, the University would need to grant a permanent easement and allow improvements to be made for stations. BYU declined to give permission, which led to the option of moving the alignment to 900 East during the EA process.

Armed with the EA and the LPA, the staff members from the two cities, UTA, UDOT and MAG began the process of preparing for and securing funding for the BRT route. The EA was submitted to the Federal Highway Administration, which issued a Finding of No Significant Impact (FONSI), clearing the way for continued work on the design of the project.

The cost of the project as currently scoped is estimated at \$150 million. A federal Small Starts transit grant would fund 50% of the project costs up to a maximum of \$75 million. Thus, a \$75 million local match from local resources needed to be found to apply for the federal funding.

Provo City Policy on the Bus Rapid Transit Project

In 2013 and 2014, as the Environmental Assessment was being finalized, questions developed from many in the Provo community, including from members of the Municipal Council, about the project. Questions centered primarily around:

- (a) whether the route proposed in the process and identified as the LPA truly would be best for the system in terms of ridership and minimizing impact on residential areas,
- (b) whether impacts on University Avenue could be mitigated to the point where buses, other vehicles, pedestrians, bicycles, landscaping, and local parking could all be reasonably minimized during and after construction,
- (c) whether mitigation on 900 East could protect Wasatch Elementary School, BYU and the neighboring residential areas if the bus route ran along 900 East, and
- (d) whether other related improvements could be made to enhance the areas impacted by the new BRT route

In 2013-14, the Administration and the Municipal Council held a number of meetings, public hearings, open houses and other similar outreach efforts to gather feedback from our residents and other stakeholders about the BRT project. Additionally, the Council commissioned an independent study led by Hales Engineering to evaluate the route and to validate ridership numbers advanced by UTA and their consultants. The Hales study validated that the LPA route was the best one among those evaluated, and subsequently the Mayor and Municipal Council adopted a joint resolution which expressed support for the LPA route and expressed other concerns that we all hoped to address in the design of the BRT project. In pertinent part, the resolution stated:

The Mayor and Municipal Council hereby express their support for the 2013 Locally Preferred Alternative (commonly known as Route 4) as the Bus Rapid Transit alignment that best meets the criteria of the city of Provo, the Utah Transit Authority and the Mountainland Association of Governments and which has the best possibility of funding from Utah County, UTA, UDOT, MAG and the Federal Transit Administration.

The Mayor and Municipal Council hereby express their commitment to engage with UTA, MAG, UDOT and other stakeholders in a detailed review of possible enhancement strategies to make the Locally Preferred Alternative as responsive as possible to the needs and concerns of residents, neighborhoods, the traveling public and the Provo business community impacted by the proposed alignment, as well as key institutions to be served by the BRT, and to ensure that funding for appropriate enhancements shall be part of the BRT funding package and other relevant sources. Potential enhancements shall address, at a minimum, improvements for business and residential ingress and egress, pedestrian safety, bicycle safety, parking, noise abatement, school security, landscaping, and other factors that may arise as the project is designed and built.

Additionally, in the Council Work Meeting on September 1, 2015, the Mayor and Council asked UTA to ensure that a multi-use path and frontage road along 900 East from Birch Lane to Fir Avenue be included in the project baseline to address safety concerns in that area.

The Project Status

Currently, funding for the BRT project has been included in the Federal Transit Administration (FTA) budget (\$75 million) and bonding for the local cash match (\$65 million) has been approved by Utah County. Lease agreements with the City of Provo, the City of Orem and the Utah Department of Transportation will account for the remaining \$10 million in required local match. Bonding for the local cash match will be done by Utah County with proceeds coming from revenue from a local transportation sales tax, and will be repaid (principle and interest) by UTA after 12 years from available resources in the transit sales tax.

Funding has been allocated by Utah County and by the Federal Transit Administration to continue design on the BRT project, which is approaching the 60% design level. Buses have been ordered by UTA for the BRT line.

The Agreements

Before the Municipal Council are two agreements which implement the BRT process.

Lease Agreement. The Lease Agreement authorizes UTA to make use of city property and rights of way for (1) station locations along city streets and (2) dedicated lanes for the BRT project on city rights of way. The Agreement is for a term of 50 years, which term was requested by the FTA and is standard in similar agreements across the country. The Lease Agreement also specifies changes that the Administration has been working on including in the baseline project scope, as well as identifying

priority project enhancements should funding in the project be sufficient to fund them. The Lease Agreement calls out two significant additions to the project baseline which are the 900 East Frontage Road from Birch to Fir Streets and pedestrian safety improvements on 700 North at 200 East and on University Parkway west of the Missionary Training Center. It also includes three projects as “priority enhancements,” which will be funded first from any surplus project costs. These include a landscaped median on 900 East, pedestrian safety lighting improvements on 700 North and street improvements to enhance a proposed transit center on the south side of the BYU campus near 900 North.

The Lease Agreement also provides a method by which the City can reclaim the leased right of way should UTA cease operating the BRT system. The City also agrees to waive any fees associated with land use permits, agrees to work with UTA and UDOT on traffic signal coordination, establishes maintenance responsibilities between the City and UTA, and includes other provisions required by UTA and FTA in such agreements.

Adoption of the Lease Agreements by the parties is a needed precursor to securing the formal grant agreement between FTA and UTA. The Lease Agreement with UDOT has already been signed and the Orem City Council is considering the signing of their lease agreement on April 12.

The Interlocal Agreement. The Interlocal Agreement establishes the governance model for the project. In an effort to enhance UTA’s transparency, and after significant negotiations between Provo City, Orem City, Utah County, MAG, UDOT and UTA, a new project governance model is proposed in the Interlocal Agreement. This model is unprecedented in UTA’s history and represents a significant departure from their normal practice. The Agreement gives significant involvement to the stakeholder partners in the execution and management of the project.

We should note that the Interlocal Agreement actually makes reference to the “Provo Orem Transportation Improvement Project” rather than just the Bus Rapid Transit Project. Funding for the UDOT improvements on University Parkway – which are being timed with the BRT project to maximize efficiency and reduce construction time – are included in the “Transportation Improvement Project” along with the BRT funding. Accordingly, the budget associated with the broader project includes UDOT funding for University Parkway along with the BRT project funds.

The Agreement creates an executive committee composed of the chief executives of the two cities, Utah County, MAG, UDOT Region 3 and UTA which has control of the project budget, change orders, project scope, station design and release of contingency. It also creates a project management committee composed of the engineering professionals in the stakeholder entities which have day to day project management authority.

How the Agreements and Design Address the City’s Concerns

Concern	How and Where Addressed
Improvements for business and residential ingress and egress	Project Design – the baseline design includes a variety of ingress and egress improvements for businesses and residential areas along the

	<p>corridor. Some turning movements will be limited on University Avenue and 700 North to accommodate dedicated lanes for the BRT Lease Agreement – the 900 East Frontage Road will allow safer ingress and egress for residents along 900 East from Birch Lane to Fir Street.</p>
Pedestrian safety	<p>Project Design – significant pedestrian safety enhancements have already been provided in baseline project design in many Provo areas along the route.</p> <p>Lease Agreement - Specific pedestrian crossing enhancements have been negotiated in the Lease Agreement on 700 North and 200 East and on University Parkway west of the MTC.</p> <p>Supplemental pedestrian level lighting on 700 North has been included as a priority enhancement in the Lease Agreement.</p>
Bicycle safety	<p>Project Design – bicycle lanes will be added on University Avenue from 300 South to 700 North and a multiuse path has been added on 900 East from University Parkway to Birch Lane.</p>
Parking	<p>Project Design – the project team has worked closely with businesses along University Avenue and with City staff to minimize the on-street parking space loss where parking is most critical on University Avenue. The dedicated lanes are being placed on 700 North in part because it does not disrupt any existing on-street parking.</p>
Noise abatement	<p>Project Design – with the elimination of stations on 900 East and the coordination of signals along the entire route, noise should not be any greater than currently occurring in residential areas that front along the route.</p>
School security	<p>Project Design – No stations will be located on 900 East near Wasatch Elementary School.</p>
Landscaping	<p>Project Design – the City staff has worked closely with the design team to replace lost landscaping on University Parkway through Provo and to minimize the loss of street landscaping on University Avenue.</p> <p>Lease Agreement – a landscaped median on 900 East is included as a priority enhancement</p>

What if the Lease Agreement and Interlocal Agreement are Not Approved?

The Administration has heard multiple concerns about whether the City can kill the BRT project if they don't approve the lease agreement and the interlocal agreement. While that might be a possibility, our fear is that failure of the City to approve the agreements will simply result in a less than optimal project.

For example, if stations had to be located other than on city right of way, it would eliminate center running stations on 700 North and move them to smaller side locations on private property that would have to be acquired at higher costs, resulting in the elimination of some stations. It may also eliminate side stations at the Provo Towne Center Mall and in the East Bay Business Park, or perhaps the elimination of the routing south of the Provo intermodal center, reducing the usability of the BRT for shoppers and workers in Provo.

If the dedicated lanes needed to be removed from Provo streets and the length of dedicated lanes in the project would fall below the 50% threshold for FTA projects, that dedicated lane length would need to be replaced in areas where they are not currently called out – perhaps in Orem or on the UVU campus. This would likely reduce the usefulness of the project in Provo.

But an even greater risk of failing to adopt the agreements would be the loss of the benefits to the community that would be gained not only by the BRT project but also the related improvements in our community detailed above. And, importantly, the City would lose the element of involvement in the project execution that we gain through the Interlocal Agreement.

Recommendation

The Administration strongly recommends that the Council adopt by resolution the Interlocal Agreement and the Lease Agreement and authorize the Mayor to execute these agreements on behalf of the City. We feel that the BRT project is critical to our success as a city in both the short and long runs. As our community grows as the government, financial, political and education center of the rapidly growing Utah Valley, a credible transit option is vital. The success of light rail in Salt Lake City and the success of bus rapid transit projects across the country give us the confidence that the BRT will be a very popular transit option in our community and will exceed ridership expectations. Based on conversations with the new owners of the Provo Towne Center Mall and The Mix, we see it as crucial to the success of these important economic investments in our community.

Finally, we feel very strongly that the negotiated governance model included in the Interlocal Agreement will allow us to shape this project in the best way possible. The Interlocal provides us the tools we need to make sure that the project is well and efficiently built, that the needs of the stakeholders are met, and that the funds from both federal and local taxpayers are transparently and effectively used.

1 RESOLUTION 2016-.

2
3 A RESOLUTION APPROVING A LEASE AGREEMENT PERTAINING TO
4 VARIOUS PROVO CITY STREETS AND AN INTERLOCAL
5 COOPERATION AGREEMENT PERTAINING TO THE PROVO-OREM
6 TRANSPORTATION IMPROVEMENT PROJECT. (15-110)
7

8
9 WHEREAS, Provo City and Utah Transit Authority (“UTA”) have agreed that the City
10 will lease to UTA portions of various Provo Streets currently owned by Provo City; and
11

12 WHEREAS, Provo City, the City of Orem, Utah Department of Transportation (UDOT),
13 Utah Transit Authority (UTA), and the Mountainland Association of Governments (MAG) have
14 agreed to an Interlocal Cooperation Agreement setting forth a process for resolving issues related
15 to the Project that are not addressed in the Lease Agreements UTA is entering into with Provo
16 and Orem; and
17

18 WHEREAS, the general descriptions of the areas leased to UTA for UTA Facilities
19 described in the Lease Agreement are based on the preliminary design drawings dated October
20 17, 2014; and
21

22 WHEREAS, Provo is donating the rights set forth in this Lease Agreement to UTA at no
23 cost, as an in-kind contribution to the Project; and
24

25 WHEREAS, the rights set forth in the Lease Agreement are for an initial term of fifty
26 (50) years from the date of the Agreement; and
27

28 WHEREAS, on September 1, 2016, April 12, 2016, April 19, 2016, and April 26, 2016
29 the Provo Municipal Council held duly noticed public meetings to ascertain the facts regarding
30 this matter, which facts are found in the meeting records; and
31

32 WHEREAS, after considering the facts presented to the Municipal Council, the Council
33 finds: (i) the attached Lease Agreement should be approved; (ii) the attached Interlocal
34 Cooperation Agreement should be approved; and (iii) such action furthers the health, safety, and
35 general welfare of the citizens of Provo City.
36

37 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as
38 follows:
39

40 PART I:
41

42 The attached Public Way Lease Agreement between Provo City and UTA is hereby
43 approved and the Mayor is authorized to execute the Agreement.
44

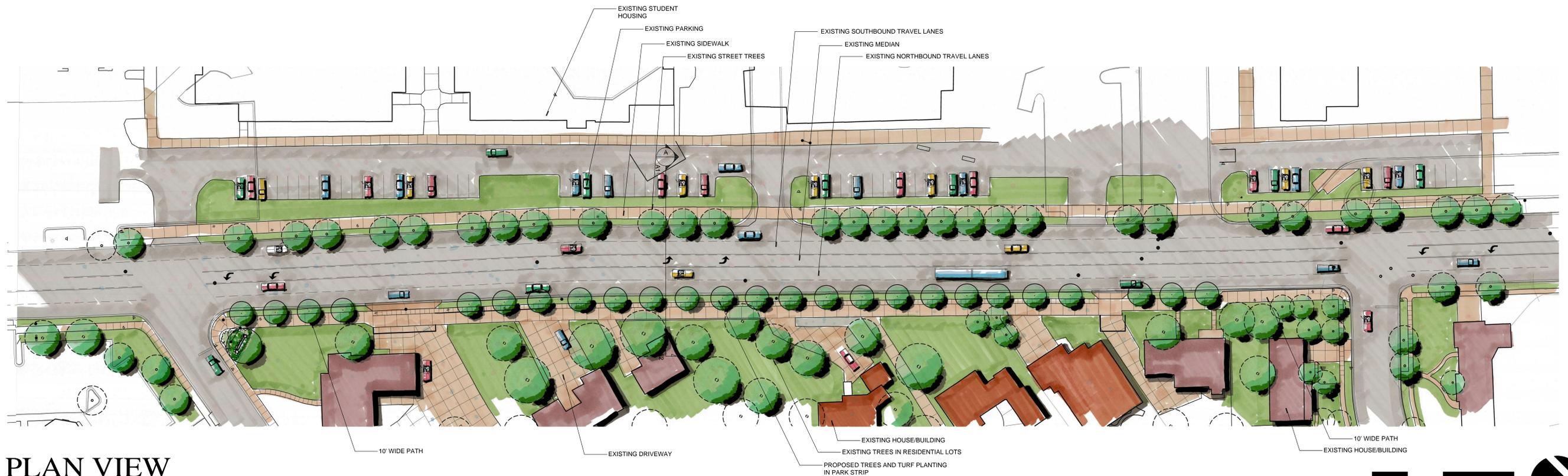
45 PART II:
46

47 The attached Interlocal Cooperation Agreement between Provo City, the City of Orem,
48 UDOT, UTA, and MAG is hereby approved and the Mayor is authorized to execute the
49 Agreement.

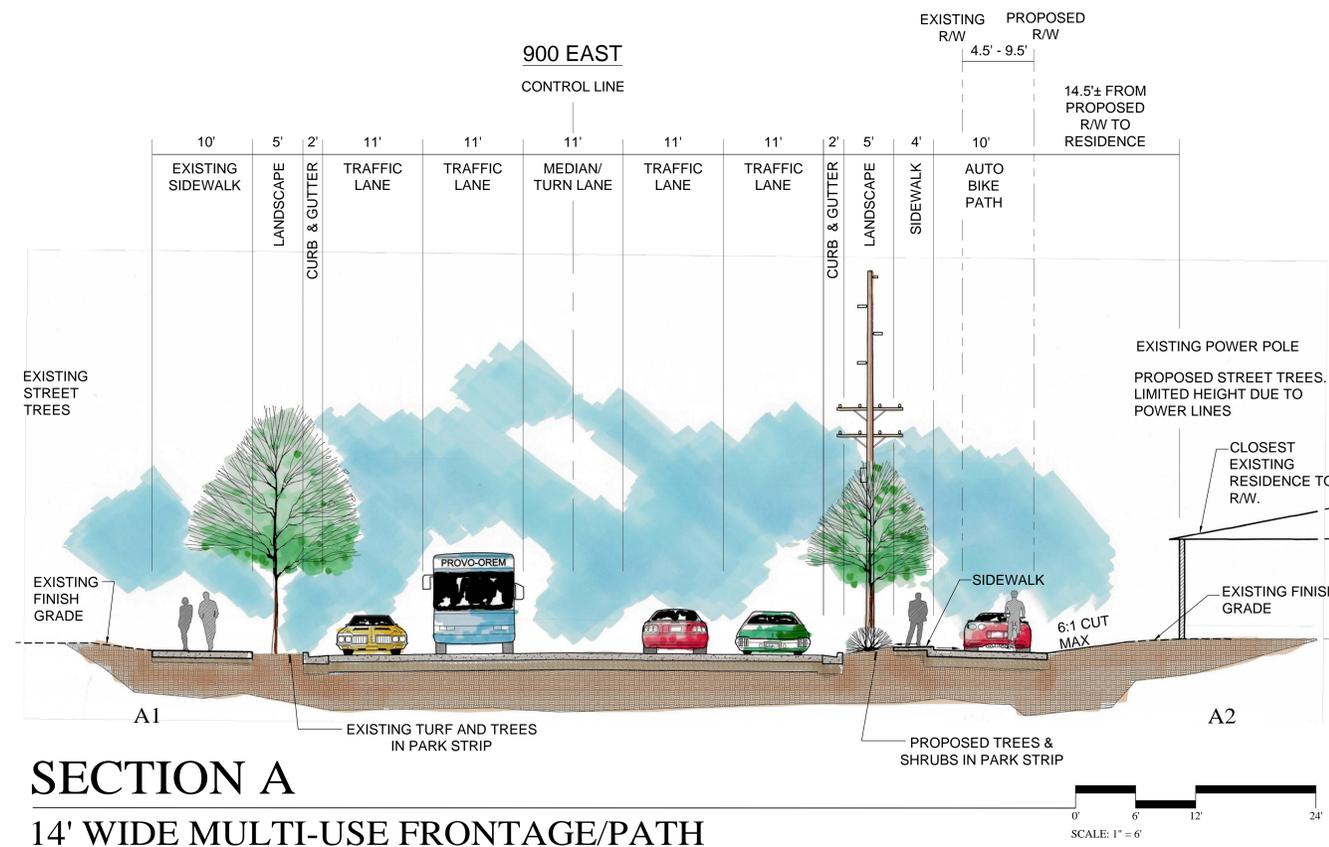
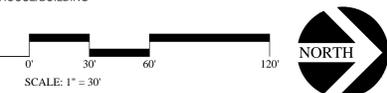
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51 PART III:

52
53 This resolution shall take effect immediately.

54
55 END OF RESOLUTION



PLAN VIEW



SECTION A

14' WIDE MULTI-USE FRONTAGE/PATH

NOTE: THESE DRAWINGS ARE CONCEPTUAL ONLY AND SUBJECT TO CHANGE.

900 East Multi-use Frontage/Path

Provo-Orem Transportation Improvement Project

Provo Utah/Orem Utah
 Utah Transit Authority



EDA Land Planning, P.C.
 The art of place making for people

February 20, 2016
 10266

772 East 3300 South, Suite 110
 Salt Lake City, UT 84106
 Phone 801-924-2296
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Landscape Architecture • Master Planning
 • Urban Design

INTERLOCAL COOPERATION AGREEMENT

Between

**PROVO CITY, CITY OF OREM, UTAH DEPARTMENT OF TRANSPORTATION (UDOT),
UTAH TRANSIT AUTHORITY (UTA) AND THE MOUNTAINLAND ASSOCIATION OF
GOVERNMENTS (MAG)**

Pertaining To:

A Public Transportation Project Known as the Provo-Orem Transportation Improvement Project

THIS AGREEMENT is made and entered into this ___ day of _____, 2016, by and between the Parties listed above.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, in order to facilitate a more efficient system of public transportation, the Parties to this Agreement desire to implement a Transportation Improvement Project (the "Project") including a Bus Rapid Transit (BRT) project and numerous street improvements in Provo and Orem; and

WHEREAS, the budget for the Project is approximately \$180 million; and

WHEREAS, the Parties anticipate that UTA will enter into separate lease agreements (the "Lease Agreements") with both Provo and Orem regarding the use of each city's streets for the Project; and

WHEREAS, the Parties further anticipate that the Lease Agreements will address many of the issues that are critical to the implementation of the Project including but not limited to BRT lane alignment, landscaping, station location, light rail compatibility, parking agreements, compatibility of traffic signal equipment, ownership of improvements, maintenance responsibilities, traffic signal prioritization, utility relocations, alignment of intersections and other issues that are specifically addressed in the Lease Agreements; and

WHEREAS, there are several issues regarding the Project that cannot be conveniently and efficiently addressed in the Lease Agreements because they require the participation, cooperation, input and agreement of all of the Parties to this Agreement; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to create an Executive Committee and a Project Management Committee consisting of representatives from each of the Parties to

make decisions regarding issues that are not addressed in the Lease Agreements and that fall within the scope of this Agreement and to work cooperatively as partners to create the highest quality project possible within the projected budget; and

WHEREAS, the creation of the Executive Committee and the Project Management Committee hereunder and the decision-making authority granted to such committees as provided in this Agreement will promote transparency and stakeholder engagement in the Project and will ensure that all Parties feel and act as legitimate members of the Project team as well as assist in managing the various Project components in a cooperative manner; and

WHEREAS, Utah County has already entered into an interlocal agreement with UTA and their obligations are defined therein; and

WHEREAS, each Party hereto has complied with the requirements of Utah Code Section 11-13-202.5 applicable to that Party pertaining to the approval of this Interlocal Agreement; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

COVENANTS

1. **Purpose.** This Agreement has been entered into by the parties to this Agreement (the "Parties") for the purpose of creating a process for resolving issues related to the Project that are not addressed in the Lease Agreements and to outline the respective rights and responsibilities of the Parties in the design and construction of the Project.

2. **Executive Committee.** There is hereby created under this Agreement an Executive Committee.

2.1. **Membership.** The Executive Committee shall consist of the following members:

- 2.1.2. UDOT Region Director or designee
- 2.1.2. UTA CEO or designee
- 2.1.3. Orem City Manager or designee
- 2.1.4. Provo Mayor or designee
- 2.1.5. MAG CEO or designee
- 2.1.6. Utah County Commission Chair or designee

2.2. **Executive Committee Authority and Responsibilities.** Subject to the limitations contained in Section 4, the Executive Committee shall have the exclusive authority and responsibility to:

- 2.2.1. Establish Project goals, objectives and priorities.
- 2.2.2. Approve the final design standards for stations along the BRT route with the intent of creating continuity in station design in both Provo and Orem.
- 2.2.3. Approve all change orders for the Project that exceed \$200,000.
- 2.2.4. Approve the release and use of any portion of the Project contingency fund. UTA will set aside an amount equal to approximately 10-15% of the projected Project cost into a contingency fund to be used for unexpected Project expenses. No funds will be released from the contingency fund without the unanimous approval of the Executive Committee. Release of contingency funds will also be subject to obtaining any required Federal Transit Administration ("FTA") approvals.

2.2.5. Approve any significant changes to the Project Baseline and the Project scope, schedule and/or budget. The Project budget will not exceed \$180 million, including federal, state and local funds unless agreed to by all members of the Executive Committee and a funding source is secured for any recommended increase.

2.2.6. Make all decisions related to Enhancements. Enhancements beyond the Project Baseline must be:

2.2.6.1. Approved by the Executive Committee before programming.

2.2.6.2. Funded by cost savings/value engineering to the extent possible.

2.2.6.3. Funded by the requesting entity if there is insufficient Project budget.

2.2.6.4. Approved by the FTA as compliant with the approved environmental document.

2.3. **Executive Committee Meetings.** The Executive Committee shall meet at least monthly during the Project timeline or at additional times as requested by Committee members or by UTA's project manager.

2.4. **Executive Committee Decisions.** Executive Committee decision-making will be on a consensus basis. In the event consensus cannot be achieved and except as otherwise provided herein, decisions will be made based on a majority vote. The Executive Committee will vote using a three-member group system with the three groups assigned as follows: Group 1- State (UDOT and UTA), Group 2 – County (Utah County and MAG), and Group 3 – City (Provo and Orem). Each of the three groups shall have one vote. In the event that the two members of a group cannot agree on a vote to be made, that group's vote shall be treated as if no vote has been cast. In situations where a unanimous vote of the Executive Committee is required, failure of the members of a group to agree on a vote to be cast shall be considered failure to attain a unanimous vote of the Executive Committee.

3. **Project Management Committee.** There is hereby created under this Agreement a Project Management Committee

3.1. **Membership.** The Project Management Committee shall consist of the following members:

3.1.1. UDOT Region Project Manager or designee

3.1.2. UTA Project Manager or designee

3.1.3. Orem City Engineer or designee

3.1.4. Provo City Engineer or designee

3.1.5. MAG Sr. Planner or designee

3.1.6. Utah County Engineer or designee

3.2. **Project Management Committee Authority and Responsibilities.** Subject to the limitations contained in Section 4, the Project Management Committee shall have the authority and responsibility to:

3.2.1. Manage the Project work on a daily/weekly basis.

3.2.2. Provide daily/weekly direction to the Project team.

3.2.3. Resolve problems in a timely manner and at the Project level.

3.2.4. Provide oversight and accountability in relation to Project objectives and goals.

The Project Management Committee shall not have authority to make any decision or take any action that is inconsistent with a decision of the Executive Committee.

3.3. **Project Management Committee Meetings.** The Project Management Committee shall meet weekly.

3.4. **Project Management Committee Decisions.** Project Management Committee decision-making will be on a consensus basis. Every effort will be made to make decisions and resolve problems at the Project Management Committee level. However, issues that cannot be resolved by the Project Management

Committee by consensus within two weeks after initial discussion will be forwarded to the Executive Committee for decision.

4. No Authority to Act Contrary to a Lease Agreement Without Consent. Neither the Executive Committee nor the Project Management Committee shall have the authority to make any decision or take any action that (1) is inconsistent with the authority provided in, or a decision made pursuant to authority provided in a Lease Agreement (unless written consent of both parties to the relevant Lease Agreement is given) or (2) would have the effect of modifying any commitment, obligation, right, or responsibility included in a Lease Agreement (unless written consent of both parties to the relevant Lease Agreement is given).

5. Project Baseline. With respect to the alignment of the Project, location of Exclusive BRT Lanes and BRT Stations, location of barrier curbs, retaining walls, curb and gutter, and right of way width, “Project Baseline” is defined by the Finding of No Significant Impact (“FONSI”) issued by FTA on March 27, 2015. With respect to the UTA Facilities (as defined in the Lease Agreements), the “Project Baseline” additionally means the work necessary to allow the BRT System to function as required by applicable UTA and federal requirements, including those set forth in the Capital Improvements Grant Agreement and in the FONSI. With respect to the Orem and Provo Street Improvements, the “Project Baseline” additionally means the work necessary to meet applicable Orem and Provo specifications. As of the execution of this Interlocal Agreement, the Project Baseline is as depicted on the preliminary design drawings dated October 17, 2014, which are included as an Exhibit to the FONSI. The Parties acknowledge that the final design and finish will be further refined and agreed upon through the final design process. The “final” Project Baseline will be as depicted on the final design documents. All elements of the final design documents shall be considered to be part of the Project Baseline unless otherwise clearly noted on the final design documents.

5.1. Additions to Project Baseline. In addition to the elements described above, the Project Baseline will also include the following items:

5.1.1. All elements that are required to be incorporated into the final design documents pursuant to or in conformance with the guidelines, principles and requirements of Section 6 of the Lease Agreement between Provo and UTA.

5.1.2. All elements that are required to be incorporated into the final design documents pursuant to or in conformance with the guidelines, principles and requirements of Section 6 of the Lease Agreement between Orem and UTA.

6. Effective Date. This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act following approval of this Agreement by the governing body of each of the Parties (where applicable), the approval as to form by an authorized attorney of each Party, and the execution of this Agreement by an authorized representative of each of the Parties.

7. Term. This Agreement shall remain in effect until completion of the Project and the allocation and expenditure of all amounts in the Project contingency fund. The Executive Committee may elect to extend this Interlocal Agreement for an additional period of time agreed upon by unanimous vote of the Executive Committee to resolve any additional issues related to the Project that may arise after completion of the Project

and expenditure of the contingency fund. However, in no event shall this Interlocal Agreement remain in effect for a period greater than three years from the completion of the Project, and if not earlier terminated as provided herein, this Interlocal Agreement shall terminate three years after completion of the Project.

8. Agreement Subject to Execution of Lease Agreements. This Interlocal Agreement is subject to and conditioned upon the execution of a Lease Agreement between Provo and UTA and upon the execution of a Lease Agreement between Orem and UTA.

9. No Separate Legal Entity. The Parties do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The Committees described in this Agreement are for convenience purposes only in the furtherance of the goals stated herein and shall not be construed to be separate bodies politic or political subdivisions of the State of Utah. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the actual signatory Parties to this Agreement. This Agreement is not intended to nor shall it be construed to benefit any third party.

10. Approval as to Form. This Agreement has been reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party.

11. Filing of Interlocal Cooperation Agreement. Executed copies of this Agreement shall be placed on file with the official keeper of records of each Party and shall remain on file for public inspection during the term of this Agreement.

12. Amendments. This Agreement may not be amended, changed, modified or altered in any way except by an instrument in writing which shall be approved by each of the Parties in accordance with the procedure outlined in Section 6 of this Agreement.

13. Severability. If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

14. Governing Law. All questions with respect to the construction of this Agreement, and the rights and liability of the Parties hereto, shall be governed by the laws of the State of Utah.

15. Counterparts. This Agreement may be executed in counterparts by the Parties.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

DATED this _____ day of _____, 2016.

UTAH DEPARTMENT OF TRANSPORTATION
By: Carlos Braceras, Executive Director

ATTEST:

By: _____

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

DATED this _____ day of _____, 2016.

UTAH TRANSIT AUTHORITY

ATTEST:

By: _____

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

DATED this _____ day of _____, 2016.

MOUNTAINLAND ASSOCIATION
OF GOVERNMENTS

ATTEST:

By: _____

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

DATED this _____ day of _____, 2016.

PROVO CITY

ATTEST:

By: _____

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

DATED this _____ day of _____, 2016.

CITY OF OREM

ATTEST:

By: _____

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

Provo Orem Transportation Improvement Project

Project Governance and
Documents

The BRT Project

- Analysis began in 1999 in advance of the 2002 Winter Olympics
- Alternatives study in 2005 identified bus rapid transit as the best alternative
- Environmental Assessment from 2007-2011
- Identified the Locally Preferred Alternative Route (LPA)
- Design is currently underway

Funding for the Projects

- \$75 million Federal Transit Administration grant
- \$65 million local cash match
 - Funded by Utah County
 - Pledges existing transportation sales tax dollars
 - Will be fully repaid to the County by UTA after 12 years (principle and interest) from the ¼% sales tax for transit
- \$10 million match in value from lease agreements
- \$40 million from UDOT for University Parkway

Provo City Policy on BRT Project

- Early resolution supporting BRT project in the Environmental Assessment
- Revisited the project in 2013-2014
- Council commissioned a second study to validate the route alignment
- Joint resolution of the Mayor and Council supported the LPA route in 2014

- Joint Resolution asked for consideration of project enhancements to address:
 - Business and residential access
 - Pedestrian safety
 - Bicycle safety
 - Parking
 - Noise abatement
 - School security
 - Landscaping
 - Other factors

The Agreements

- Lease Agreement
- Interlocal Agreement

Lease Agreement

- 50 year lease of city property and right of way for the project
- Two additions to project baseline
 - 900 East frontage road from Birch to Fir
 - Pedestrian safety improvements on 700 North and near MTC
- Three priority enhancement projects
 - Landscaped median on 900 East
 - Pedestrian lighting on 700 North
 - Street improvements on 900 North for BYU transit stations/center

Lease Agreement

- Establishes what happens if UTA stops operating
- City waives development fees
- Work on signal coordination with UDOT
- Sets up maintenance responsibilities between City and UTA
- Standard language required by FTA

Interlocal Agreement

- Establishes governance and management of the overall project
 - UTA portion
 - UDOT portion
- Executive Committee
 - Provo Mayor
 - Orem City Manager
 - UDOT Region Director
 - Utah County Commission Chair
 - MAG Executive Director
 - UTA General Manager

Interlocal Agreement

- **Executive Committee Roles**
 - Controls project budget
 - Reviews and approves change orders
 - Station design standards
 - Approves release of contingency and funding of priority enhancements identifies in lease agreements
- **Management Committee**
 - Technical experts from Provo, Orem, UDOT, and UTA

Interlocal Agreement

- **Governance Model is New**
 - Meaningful seat at the table for cities, county and UDOT
 - BRT becomes “our project,” not just UTA’s project
 - Big step forward for future UTA partnership projects (including light rail and/or more BRT lines in Utah County)
 - Can’t overemphasize the nature of this change for UTA and the region’s cities

Criteria Established by Resolution

- **Route Alignment**
 - Agreements confirm the LPA route
- **Enhancements in Baseline**
 - 900 East Frontage Road
 - Birch to Fir allowing access to residents along 900 East without backing across multiuse path
 - Ingress and egress, bike and pedestrian safety
 - 700 North Pedestrian Improvements
 - Pedestrian actuated crossing at 200 East
 - New signalized intersection at 400 East
 - Make the corridor safer for bikes and pedestrians

Criteria Established by Resolution

- **Enhancements in Baseline**
 - **University Parkway Pedestrian Safety**
 - Stations on Parkway near MTC are side running
 - Need to safely connect BYU to north station and MTC to south station
 - Pedestrian actuated signal moving people north and south between BYU and MTC and the stations
 - Enhance safety for bikes, pedestrians, employees and BRT riders

Criteria Established by Resolution

- **Priority Enhancements**

- Parking
 - Detailed on-street parking analysis on University Ave.
 - No other significant on-street parking impacts
- Noise
 - Primary concern in residential areas
 - Anticipate much quieter buses than UTA's current fleet
 - Eliminated the station on 900 East
- School Security
 - No stations near any public schools
- Landscaping
 - Included landscaping replacement as possible on University Ave and University Parkway
 - Priority enhancement for median on 900 East
 - BYU Transit Center may include new landscaping south of campus

What Happens Without the Agreements?

Changes to Project

- No dedicated lanes in 700 North
- Station locations on the side; require more private property acquisitions

- Would need to move dedicated lanes to Orem
- Would reduce the local match and require project cuts

- Would slow the “rapid” part of BRT

Loss to Provo

- Lose negotiated improvements (900 East, 700 North, University Parkway)
- Lose our seat at the table

- Make the project less viable and more expensive per rider mile

Administration Recommendation

- Approve the lease agreement as presented
- Approve the interlocal agreement as presented
- Met and exceeded the criteria established in Joint Resolution

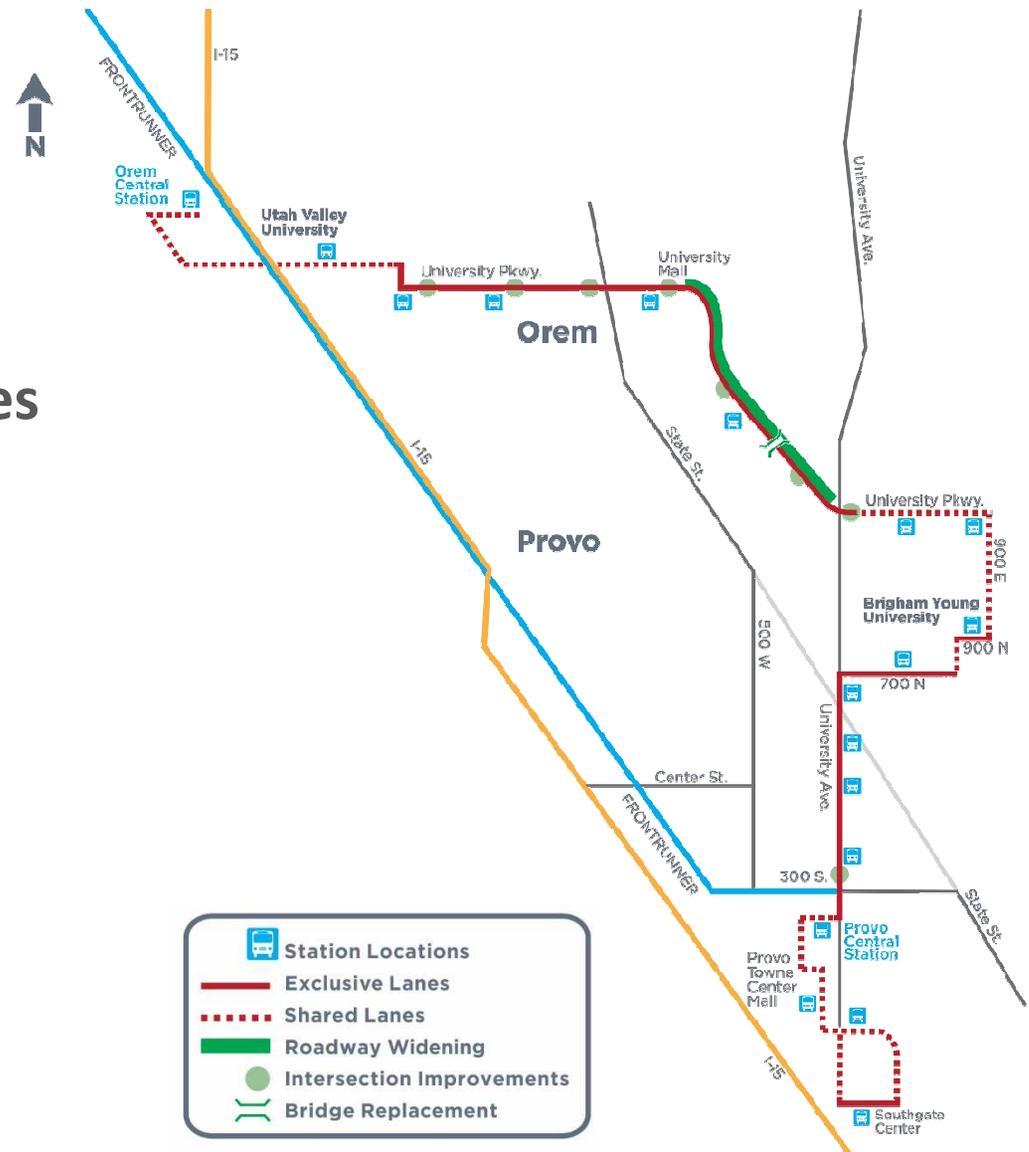
PROVO OREM
TRIP TRANSPORTATION
IMPROVEMENT PROJECT

SPRING 2016 PROJECT UPDATE



PROJECT OVERVIEW

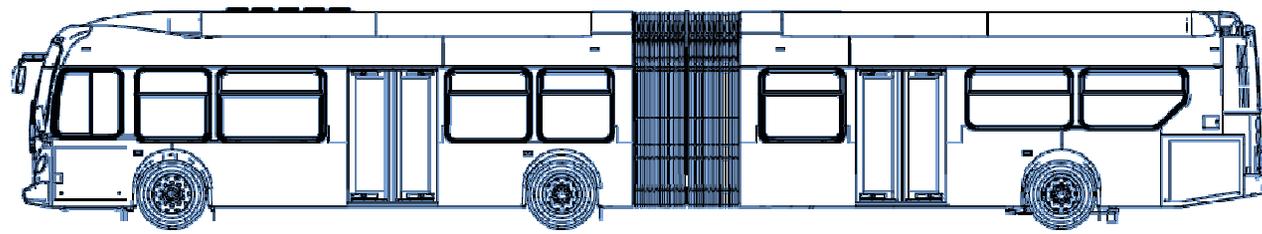
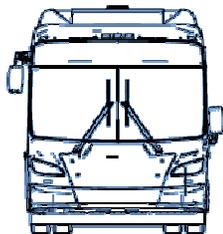
- 10.5 miles
- 18 stops
- 51 percent exclusive lanes
- 1.5 miles of roadway widening
- 2 bridge replacements
- Pedestrian-friendly crossings
- Bike lanes and trail improvements



BUS RAPID TRANSIT



- Off-board fare collection
- Stops with amenities
- Limited stops
- Dedicated lanes
- Traffic signal priority
- 6 minute peak frequency



CENTER STATION CONCEPT



Center Station at University Avenue and Center Street in Provo



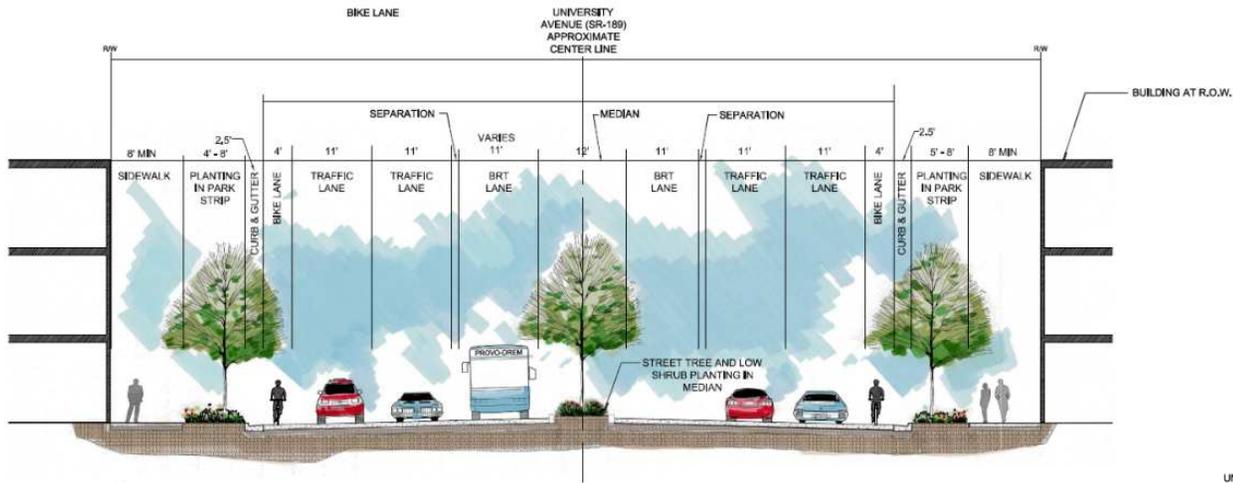
SIDE STATION CONCEPT



Side Station at UVU

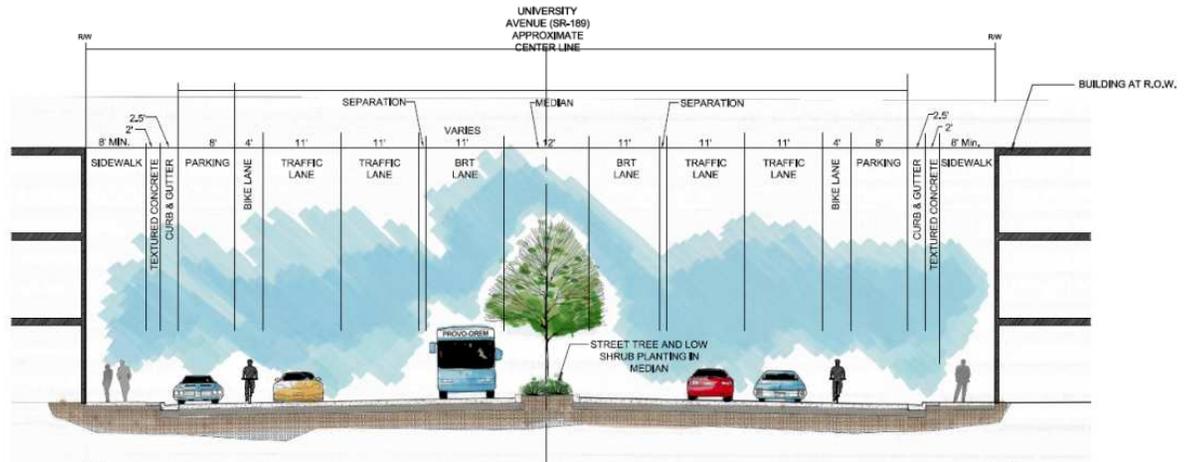


DESIGN – UNIVERSITY AVENUE



A1

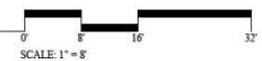
SECTION A
WITHOUT PARKING POCKETS



B1

B2

SECTION B
WITH PARKING POCKETS



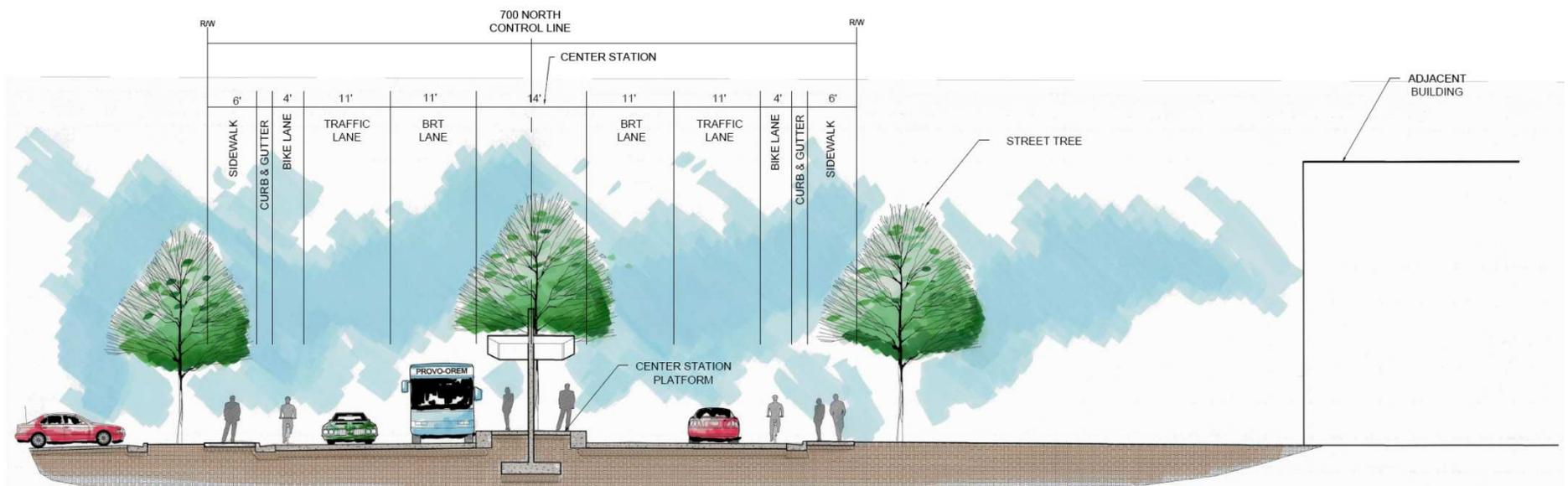
DESIGN – 700 NORTH



PLAN VIEW



DESIGN – 700 NORTH



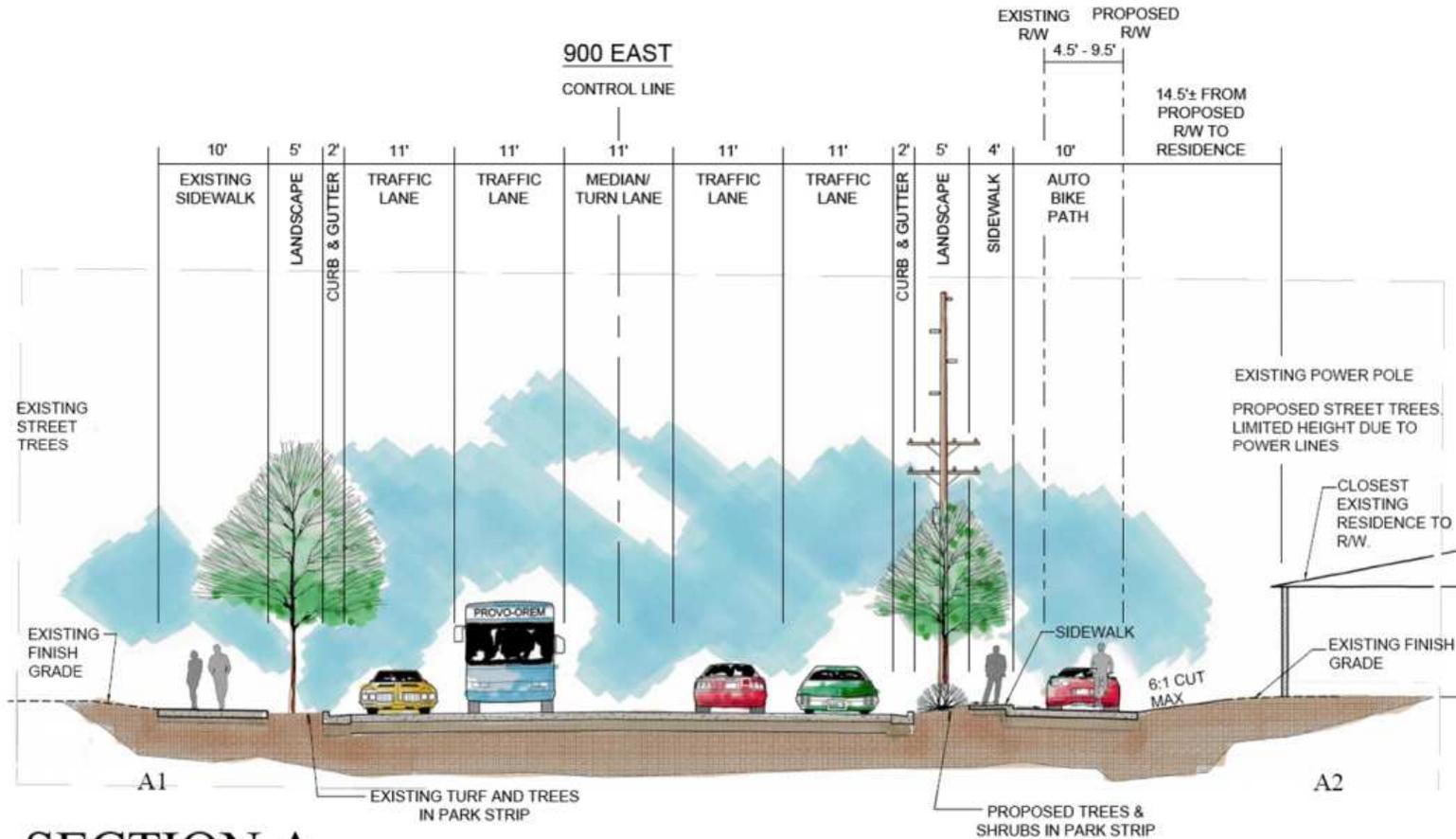
DESIGN – 900 EAST



PLAN VIEW

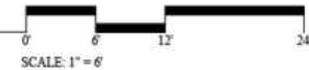


DESIGN – 900 EAST

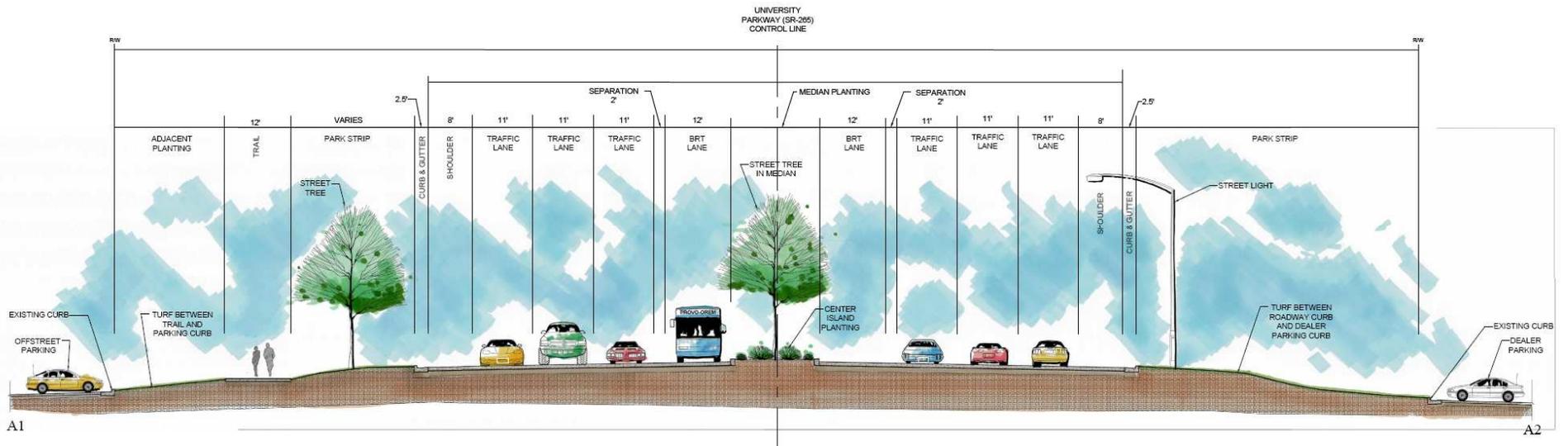


SECTION A

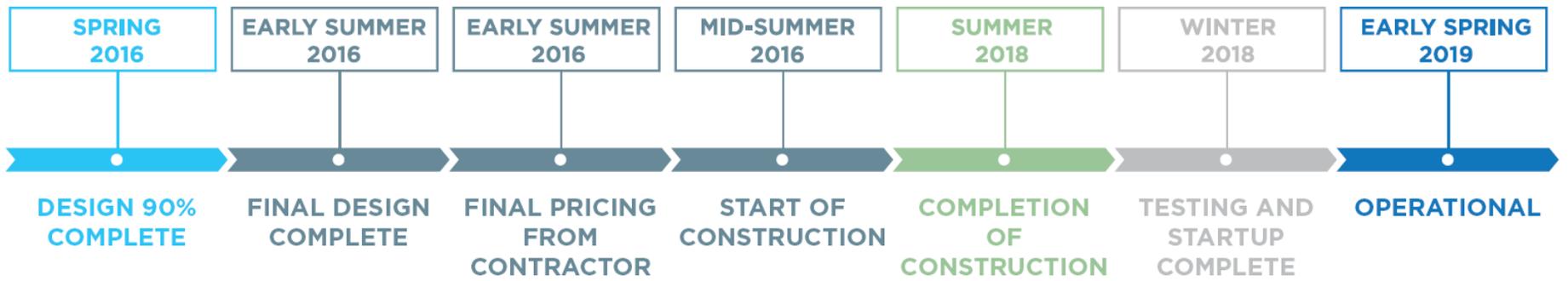
14' WIDE MULTI-USE FRONTAGE/PATH



DESIGN – UNIVERSITY PARKWAY



KEY MILESTONES



PUBLIC OPINION OF PROJECT BENEFITS

Benefits that resonate with citizens include:

- **92%** believe project will provide transportation for students & people without cars
- **84%** believe project will increase transportation choices for local residents
- **79%** believe BRT will provide reliable transit service, shorter transit wait times & a convenient connection to FrontRunner
- **77%** believe transit service is necessary to support a younger & growing population
- **62%** believe BRT will take cars off the road & help reduce traffic congestion

Telephone survey of 405 Provo & Orem citizens, \pm 4.86% margin of error (October 2015)

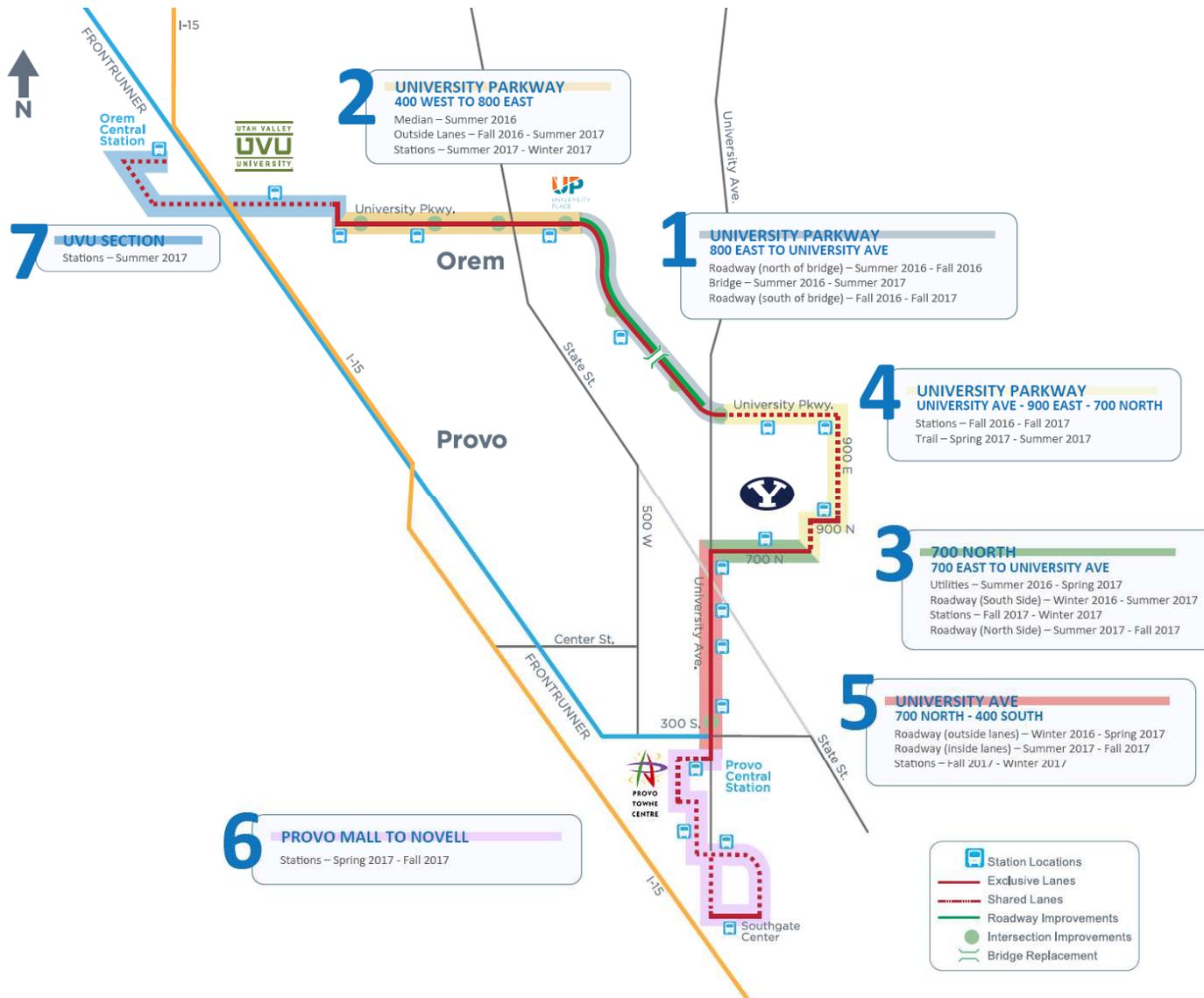


RULES OF THE ROAD

- Maintain existing traffic lanes
- Ensure safe and efficient access
- Minimize impacts
- Develop mutually-beneficial solutions



CONSTRUCTION PHASING



Constructions sections overlap. Dates are tentative and subject to change.

COMMUNICATIONS PLAN

Audiences	Strategies	Tactics
Local Elected Officials & Staff	<ul style="list-style-type: none"> • Communicate project schedule, impacts & progress • Establish & maintain positive working relationships 	<ul style="list-style-type: none"> • Regular update meetings/presentations • Regular project update emails • Dedicated project team member • Communicate business promotion plan • Project information materials
Businesses	<ul style="list-style-type: none"> • Communicate project schedule, impacts & progress • Establish & maintain positive working relationships 	<ul style="list-style-type: none"> • Dedicated project team member (243 personal contacts to date plus in-depth meetings & business presentations) • Business promotion plan • Community Advisory Committee meetings • Weekly construction update emails • Project hotline • Project overview fact sheet & map • Project website
Orem & Provo Residents	<ul style="list-style-type: none"> • Communicate project benefits & vision • Communicate project schedule, impacts & progress 	<ul style="list-style-type: none"> • Dedicated project team member • Weekly construction update emails • Project hotline • Project overview fact sheet & map • Project website • Social media
Media	<ul style="list-style-type: none"> • Communicate project benefits & vision • Communicate project schedule, impacts & progress 	<ul style="list-style-type: none"> • Project overview fact sheet & map • Project website • Milestone events • Social media • News releases, media pitches



INTERLOCAL AGREEMENT

