

Transit Communications Center (TCC) reasons to call



**Dispatch
UTA PD**



**Need
emergency
first responders
to your
location/incident**



Report a crime



**Security related
issues i.e.
trespassers on
property**



**Bus operations
for any concerns/
assistance**



UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Action Agenda Item Coversheet

DATE:	March 14, 2018
CONTACT PERSON:	Rebecca Cruz, Board of Trustees Support Manager
SUBJECT:	Approval of September 13, 2017 Stakeholder/Government Relations Meeting Report
BACKGROUND:	The minutes have been distributed to the committee members and any revisions or changes will be incorporated.
PREFERRED ALTERNATIVE:	Approval
LEGAL REVIEW:	N/A
EXHIBITS:	1) 09-13-17 SGRC Mtg Report - OPEN



*Working Meeting of the
Stakeholder/Government Relations Committee
Wednesday, September 13, 2017
12:30 - 2:00 p.m.
Report*

SGRC Members Present:

Bret Millburn, Chair
Jeff Acerson
Necia Christensen
Sherrie Hall Everett
Dannie McConkie

Other Trustee(s) in Attendance:

Bob McKinley

Members Not Present or Excused: Greg Bell, Karen Cronin, Troy Walker

SGRC Committee Chair, Bret Millburn welcomed everyone & called the meeting to order at 12:41 p.m. A quorum was present.

1. **Safety First Minute:** Chair Bret Millburn yielded the floor to David Goeres, UTA Chief Safety, Security and Technology Officer for a brief safety message.
2. **Approval of July 12, 2017 SGRC/SCRC Meeting Report** (Bret Millburn):
 - A motion to approve the meeting report as presented was made by Trustee Necia Christensen and seconded by Trustee Dannie McConkie. The motion carried by unanimous consent.
3. **R2017-09-01: Salt Lake County Transportation Fund Interlocal Agreement.** Steve Meyer, Director Capital Projects, presented the Resolution to the committee for consideration which adopts the Interlocal Agreement and authorizes the President/CEO to negotiate and execute the agreement on behalf of UTA. He explained that the Salt Lake County Council approved Resolution No. 5206 on June 6th, 2017, authorizing the Salt Lake County Mayor to execute an Interlocal cooperation agreement with UTA to provide the Authority with \$4.5 million of county transportation funds to construct double tracking of the S-Line streetcar from 300 East to 500 East. This project will allow UTA to operate a more reliable 15-minute service schedule for the S-Line. The project is scheduled for completion during 2018, bringing an estimated 20% increase in ridership.

A motion to forward the resolution to the September 27, 2017 board meeting agenda was made by Trustee Sherrie Hall Everett and seconded by Trustee Dannie McConkie. The motion carried by unanimous consent.

4. **Board Policy Review:** Jayme Blakesley, General Counsel, presented an overview/review of the board policy project that is currently underway, [2017-09-13 Blakesley SGR Committee Presentation](#) (attached.) In this presentation, he briefly outlined the statutory responsibilities of the Board of Trustees, executive powers and duties, and limitations and reviewed the current structure of the UTA Board policies which include: 1) Ends, 2) Executive limitations, 3) Board-Executive Relationship, 4) Board Process and the Carver Governance Model which was used in developing our policy system many years ago.

Jayne also discussed the process they have undertaken to compare our policy structure to other peer organizations. This also included the TCRP report on Transit Board Governance which identified their top 10 activities for transit boards. Peer organizations reviewed included: Denver, San Diego, Portland, Dallas, UDOT and the Jordan Valley Water Conservancy District. The two agencies which it was determined we identify most closely with are the Denver RTD and Jordan Valley Water Conservancy District. After a brief discussion among the Trustees, it was also determined that we would like to look more closely at their policy structures as models for UTA's revision of Board bylaws and policies. The Board requested that staff provide a copy of the RTD and Jordan River District's policies for trustees to review and provide feedback regarding the optimum structure as UTA reviews its current policies.

5. Liaison, Conference & External Committee Reports:

- Trustee Millburn provided a brief update on work to-date of the Legislature's Transportation & Governance Task Force. Jerry Benson, President/CEO, also provided a few comments regarding the issues of oversight and accountability and our ongoing efforts to communicate with members of the Legislative Task Force which is looking at funding, governance, transportation modes, planning and use.
- Trustee Christensen provided a brief overview of the UASD Audit
- Chair McKinley addressed questions regarding the Mountain Accord's current status

6. Adjourn:

- The meeting was adjourned at 1:55 p.m. by a motion of Trustee Necia Christensen and seconded by Trustee Dannie McConkie.

Report Transcribed by: EiLeen Billings, Office Specialist

External Affairs

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Attachments: [2017-09-13 Blakesley SGR Committee Presentation](#)

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	March 14, 2018
CONTACT PERSON:	Rebecca Cruz, Board of Trustees Support Manager
SUBJECT:	Approval of December 5, 2017 Planning & Long-Term Vision Meeting Report
BACKGROUND:	The minutes have been distributed to the committee members and any revisions or changes will be incorporated.
PREFERRED ALTERNATIVE:	Approval
LEGAL REVIEW:	N/A
EXHIBITS:	1) 12-05-17 PLTV Mtg Report - OPEN



Planning and Long-Term Vision Committee Meeting Report
of the Board of Trustees of the Utah Transit Authority
FrontLines Headquarters, 669 West 200 South, Salt Lake City, UT
Tuesday, December 5th, 2017, 3:45 – 5:00 p.m.

Committee Members:

Charles Henderson, Chair Necia Christensen Cort Ashton Bret Millburn

Other trustee(s) in attendance: Robert McKinley

UTA staff members available for comment:

Jerry Benson	Annette Royle	Jayne Blakesley	G.J. LaBonty
Nichol Bourdeaux	Bob Biles	David Goeres	Erika Shubin

PLTV Committee Meeting Called to Order: The Planning and Long-Term Vision Committee Chair, Charles Henderson, welcomed everyone and called the meeting to order at 3:58 p.m. All Committee members were present. It was noted that Chair Charles Henderson requested that all Trustees present act as active participants in today's committee.

- 1. Safety First Minute:** Chair Henderson yielded the floor to David Goeres, UTA Chief Safety, Security and Technology Office, for a brief safety message.
- 2. Approval of the July 12, 2017 Meeting Report:**
A motion to approve the meeting report was made by Trustee Bret Millburn and seconded by Trustee Cort Ashton. The motion carried by unanimous consent.
- 3. Work Session: 2040 Strategic Plan Draft 2 Review** (Charles Henderson and Alisha Garrett) -
UTA's Board of Trustees launched a strategic planning initiative in the spring of 2017. The effort began by seeking feedback from our community stakeholders to inform the forward-looking strategic vision for UTA over the next 20+ years. Since that time, the board has engaged in various strategic sessions which included; a board working session, committee meetings and two full board meetings, all providing input to developing the 2040 Strategic Plan.

During today's committee meeting, Chair Henderson and Alisha Garrett presented a general overview of the 2040 Strategic Plan, including economic benefits, strategic areas of focus, possibilities of future transit and integrated mobility. The Committee discussed the draft document and offered a great deal of praise and minimal final edits to the plan. In addition to a few changes in the wording of the final document, the Committee requested a more detailed map showing UTA's focus on future bus service throughout the entire service area, including regular bus, bus rapid transit, circulators, dial-a-ride, etc.

The 2040 Strategic Plan Development Committee and UTA staff will meet tomorrow to discuss the requested edits, incorporating all recommended changes into a revised draft and will send to the PLTV committee. A motion was made by Trustee Cort Ashton and seconded by Trustee Necia Christensen to forward the revised 2040 Strategic Plan to the full Board for final consideration during their January 2018 meeting. The motion carried by unanimous consent.

4. Other Business (Charles Henderson) –

- a. No other business was discussed.
- b. The next Planning and Long-Term Vision Committee meeting has tentatively been scheduled for Wednesday, March 14th, 2018.

5. Meeting Adjourned (Charles Henderson) –

At 5:00 p.m., a motion to adjourn the PLTV Committee meeting was made by Trustee Millburn and seconded by Trustee McKinley. The motion carried by unanimous consent and the meeting adjourned.

Transcribed by: EiLeen Billings, Senior Office Specialist

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UNAPPROVED

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	March 14, 2018
CONTACT PERSON:	Bart Simmons, Senior Counsel – Contracts Steve Meyer, Director of Capital Projects
SUBJECT:	S-Line Interlocal Agreement
BACKGROUND:	On September 27, 2017, the Board of Trustees approved an Interlocal Agreement with Salt Lake County. At that time, UTA and the County had agreed, in principle, that the County would transfer \$4.5M to fund: (i) the design and construction of additional track for the S-Line; and (ii) incremental operating costs necessary to increase service on the S-Line. The purpose of the agreement approved in September was to allow the County to earmark and internally restrict the agreed funding, pending negotiation of a definitive agreement providing for the final terms and conditions of transfer. The purpose of this resolution is to approve that second, definitive Interlocal Agreement.
PREFERRED ALTERNATIVE:	Approve resolution as presented.
LEGAL REVIEW:	The UTA General Counsel’s Office was closely involved in the negotiation and drafting of this agreement.
EXHIBITS:	<ul style="list-style-type: none"> • R2018-03-08 Approving S-Line ILA • Interlocal Cooperation Agreement

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF THE INTERLOCAL
AGREEMENT BETWEEN SALT LAKE COUNTY AND UTAH TRANSIT
AUTHORITY FOR THE SUGAR HOUSE S-LINE**

R2018-03-08

March 28, 2018

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

WHEREAS, the Parties are public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, *et seq.* (the “Interlocal Act”), and are authorized to enter into and amend an agreement to act jointly and cooperatively to achieve the purposes outlined herein; and

WHEREAS, Salt Lake County (the “County”) desires to allocate funds from the County of the First Class Highway Projects Fund (the “County Transportation Funds”) to pay a portion of the costs to be incurred by the Authority to: (1) design, construct and commission a second track for the Sugar House S-Line between 300 East and 500 East in the City of South Salt Lake, and (2) to operate the S-Line at increased headways during the first three years after commissioning (collectively the “Project”); and

WHEREAS, on or about November 13, 2017, the Parties entered into an Interlocal Cooperation Agreement (the “Prior ILA”) pursuant to which they agreed to work in good faith to negotiate a definitive agreement for the County’s transfer of up to Four Million Five Hundred Thousand Dollars and No Cent (\$4,500,000) of County Transportation Funds for the Project; and

WHEREAS, the Parties have agreed upon final terms with respect to such definitive agreement and Board desires to approve such definitive agreement in accordance with Section 11-13-202.5 of the Interlocal Act.

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

1. That the Board hereby adopts the Interlocal Agreement between the Authority and Salt Lake County as set forth in Exhibit A, attached hereto (the “Interlocal Agreement”).

2. That the Board hereby ratifies any and all actions taken by the Authority's President/CEO, General Counsel, and management and staff that were necessary or appropriate to negotiate the Interlocal Agreement.
3. That a fully executed original counterpart of Interlocal Agreement shall be permanently kept in the official records of the Authority.
4. That the corporate seal be attached hereto.

Approved and adopted this 28th day of March 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of March, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

UTAH TRANSIT AUTHORITY

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and the **UTAH TRANSIT AUTHORITY**, a public transit district and political subdivision of the State of Utah (“UTA”). The County and UTA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and UTA are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 General Session, the State Legislature amended Section 72-2-121 of the Utah Transportation Code, Utah Code Ann. §§ 72-1-101 *et seq.*, to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter “County Transportation Funds”).

C. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations.

D. The County and UTA now desire to enter into this Agreement providing for the transfer of up to Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) of County Transportation Funds to UTA to fund certain costs that are: (i) incurred by UTA to construct and implement double tracking of the Sugar House Streetcar between 300 East and 500 East in the City of South Salt Lake to enable 15 minute headways (hereinafter the “Project”); (ii) incurred by UTA to operate the Streetcar Double Tracking during the first three years of operation; and (iii) consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) County Transportation Funds: As defined in Recital B above.
- (b) Escrow Account: An escrow account at a bank or other financial institution mutually agreed upon by the Parties, subject to an Escrow Agreement, that allows UTA to make withdrawals from the account to cover Reimbursable Project Costs once the conditions and documentation requirements contained in this Agreement and set forth by the County upon establishment of the account have been satisfied.
- (c) Escrow Agent: A bank or other financial institution mutually agreed upon by the Parties that manages the Escrow Account.
- (d) Escrow Agreement: An escrow agreement mutually agreed upon by the Parties that governs the Parties' withdrawals from the Escrow Account.
- (e) Event of Default: As defined in Section 6.1 below.
- (f) Event of Force Majeure: As defined in Section 7.4 below.
- (g) Maximum Reimbursable Amount: The amount specified in Section 2.1 below.
- (h) Project: As defined in Recital D above.
- (i) Project Schedule and Budget: As defined in Section 4.1(a) below.
- (j) Project Element. A discrete portion of the Project.
- (k) Reimbursable Project Costs: Costs incurred by UTA during the Reimbursement Term to: (1) construct and implement the Project and (2) operate the Project during the first three years of operation, so long as such costs are contemplated by UTA's Project Schedule and Budget and consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code.
- (l) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date UTA has withdrawn, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is

terminated, or (iii) June 30, 2020

(m) Request for Withdrawal: A statement from UTA, substantially in the form attached hereto as **Exhibit A**, requesting an amount of Transportation Funds to be disbursed to UTA from the Escrow Account for payment of Reimbursable Project Costs.

(n) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*

(o) Transportation Funds: As defined in Section 2.1 below.

(p) Withdrawal: A withdrawal made by UTA from the Escrow Account.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. Within ninety (90) days of the Effective Date of this Agreement, the County shall deposit Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) of County Transportation Funds (hereinafter "Transportation Funds") into the Escrow Account. During the Reimbursement Term, the County shall permit UTA to withdraw Transportation Funds from the Escrow Account to reimburse UTA for Reimbursable Project Costs, up to a maximum of Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00) (the "Maximum Reimbursable Amount"), all on the terms and subject to the conditions of this Agreement. The Parties agree that, once the double tracking is implemented, if UTA ever elects not to run 15 minute headways on the Sugar House Streetcar Line during the first three years of operation, then UTA will reimburse the County the amount of Transportation Funds withdrawn and expended by UTA for operation of the Streetcar Double Tracking (the total amount of which the Parties stipulate to be \$500,000), prorated to reflect the date of such election.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1. UTA's Representations and Warranties. UTA hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to UTA from the Escrow Account under this Agreement will be used by UTA: (1) solely to reimburse or pay UTA for costs actually incurred by UTA to construct and implement the Project and operate the Project during the first three years of operation; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of UTA under this Agreement.

(c) Information. To the best of UTA's knowledge, any information furnished to the County by UTA under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any

material fact and do not omit any material fact.

(d) Relationship of County and UTA. The County is not acting as a lender to UTA. The County has no fiduciary or other special relationship with UTA and therefore no fiduciary obligations are created by this Agreement or are owed to UTA or any third parties.

(e) Permission to Construct and Implement Project. UTA has received or will receive all necessary permits and permission from the City of South Salt Lake to construct and implement the Project.

(f) Effect of Request for Withdrawal. Each Request for Withdrawal shall constitute a representation and warranty that the information set forth in such Request for Withdrawal is true and correct.

3.2. UTA's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, UTA represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is made to UTA under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, UTA agrees that it will independently determine whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is sought by and made to UTA under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code, and UTA agrees that it will not rely on the County's review or acceptance of UTA's Project Schedule and Budget or any Request for Withdrawal in making that determination.

ARTICLE 4 - DISBURSEMENTS

4.1. Conditions for Commencement of Withdrawal of Transportation Funds. The County shall not be required to deposit Transportation Funds into the Escrow Account, and UTA shall not be permitted to commence withdrawal of Transportation Funds from the Escrow Account for Reimbursable Project Costs, unless and until the following conditions have been satisfied:

(a) UTA Funding Requirement. UTA has provided to the County evidence and assurances that it has funded or will cause to be funded all but four million five hundred thousand dollars (\$4,500,000) of the total cost of the Project (the "UTA's Funding Assurance"). As of the Effective Date of this Agreement, the Parties anticipate that the total cost of the Project will amount to be five million nine hundred thousand dollars (\$5,900,000), and therefore that UTA's share of the total cost of the Project will amount be one million nine hundred thousand dollars (\$1,900,000), as shown in the Project Schedule and Budget (defined below).

(b) Project Schedule and Budget. UTA has prepared and submitted to the County a document outlining UTA's proposed schedule and budget for construction,

implementation, and operation of the Project for which UTA will seek reimbursement for Reimbursable Project Costs from the County under this Agreement (the “Project Schedule and Budget”).

(c) Concept-Level Design. UTA has submitted to the County the concept-level design drawings (the “Design Drawings”) that will be submitted to the turnkey contractor for the Project.

(d) General Approval of the Project Schedule and Budget. Following receipt of UTA’s Funding Assurance, Project Schedule and Budget, and Design Drawings, the Mayor of the County (or his/her designee) has determined, in his/her sole discretion and in writing, that: (1) UTA has provided adequate evidence and assurances that it has funded or will cause to be funded all but four million five hundred thousand dollars (\$4,500,000) of the total cost of the Project; (2) the Project Schedule and Budget is acceptable and will adequately address transportation needs within Salt Lake County; and (3) the Design Drawings demonstrate an acceptable Project that will adequately address transportation needs within Salt Lake County.

4.2. Conditions for Each Withdrawal of Transportation Funds. UTA shall not be permitted to withdraw Transportation Funds from the Escrow Account for Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Withdrawal.

(1) UTA has furnished to the County, for each and every withdrawal relating to construction expenses:

(i) A Request for Withdrawal; and

(ii) Invoices for any Reimbursable Project Cost incurred by UTA for which UTA is seeking reimbursement or payment from the Escrow Account pursuant to the Request for Withdrawal; and

(iii) A description of the work completed with respect to the Reimbursable Project Cost and certification that such work has been completed.

(2) UTA has furnished to the County, for each and every withdrawal relating to operating expenses:

(i) An affirmation that the streetcar double tracking is operational, that 15 minute headways have commenced, and that UTA has started accepting fee paying passengers for such headways; and

(ii) A letter indicating the amount that UTA would like to withdraw from the Escrow Account for operating expenses, which may be for all amounts remaining in the Escrow Account once all withdraws for construction expenses have been made.

(b) No Objection from County. Within ten (10) business days of the County's receipt of the documents described in Section 4.2(a), the County has not objected to or denied the requested withdraw of Transportation Funds from the Escrow Account for Reimbursable Project Costs. The County agrees that it will only make an objection or denial of a withdrawal request if it has a reasonable basis for concluding that UTA has not complied with the terms of this Agreement or Escrow Agreement (including, without limitation, by failing to provide the County with all documentation required in Section 4.2(a) above).

(c) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(d) Warranties and Representations True. All warranties and representations made by UTA in this Agreement have remained true and correct and all warranties and representations made by UTA in the Request for Withdrawal are true and correct.

4.3. Withdrawals.

(a) In General. For any and all desired withdrawals of Transportation Funds, UTA shall submit a Request for Withdrawal directly to the County and to the Escrow Agent. UTA shall also submit to the Escrow Agent any documentation required to be submitted to the Escrow Agency by the Escrow Agreement.

(b) Amount of Withdrawal. Subject to compliance with the terms and conditions of this Agreement and the Escrow Agreement, UTA may withdraw the amount of Transportation Funds requested by UTA in a Request for Withdrawal for Reimbursable Project Costs, but in no event shall UTA withdraw more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term.

(c) Allowable Period for Withdrawals. UTA may not withdraw Transportation Funds from the Escrow Account after expiration of the Reimbursement Term.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the withdrawal of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require UTA, as to future Requests for Withdrawal, to comply with all such applicable conditions and requirements under this Agreement.

(e) UTA Solely Responsible for Project. The County will not be responsible in any manner to UTA or any third party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to UTA to reimburse or pay for Reimbursable Project Costs, notwithstanding the County's review and approval of the Project Schedule and Budget and UTA's Requests for Withdrawal under this Agreement.

ARTICLE 5 - COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Liability and Indemnification. UTA agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) any bodily injury and property damage arising out of the negligent acts or omissions of UTA, or its agents, representatives, officers, employees, or contractors in connection with the performance of this Agreement; or (ii) any use of the Transportation Funds that is not authorized by this Agreement or that is in any event determined to be outside the permitted scope of Subsection 72-2-121 of the Transportation Code. UTA agrees that its duty to defend and indemnify the County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. UTA further agrees that UTA’s indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. UTA agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on UTA’s books. UTA shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. UTA shall make its books and records available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. UTA shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. UTA shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 - DEFAULTS AND REMEDIES

6.1. UTA Event of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

(a) Failure of UTA to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by UTA on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period

as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days, but in no event shall the cure period be longer than 180 days) commencing upon the County's written notice to UTA of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, provide the Escrow Agent with a written certificate that UTA has defaulted with respect to this Agreement, such certificate directing the Escrow Agent to invoke one or more of the following default remedies on behalf of the County concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Prohibit further withdrawal of Transportation Funds to UTA from the Escrow Account; and/or
- (b) Reduce the amount of any future withdrawal of Transportation Funds to UTA by the amount incurred by the County to cure such default; and/or
- (c) Withdraw from the Escrow Account the amount incurred by the County to cure such default and reduce the Maximum Reimbursable Amount by such amount; and/or
- (d) Terminate this Agreement; and/or
- (e) If this Agreement is terminated, withdraw all remaining amounts from the Escrow Account for use by the County for other projects as the County deems appropriate.

ARTICLE 7 - MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the President/CEO of UTA are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and UTA, including the adoption of any necessary resolutions or ordinances by the County and UTA authorizing the execution of this Agreement by the appropriate person or persons for the County and UTA, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the Escrow Agent has not disbursed to UTA the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be disbursed from the Escrow Account to the County and used by the County for other projects as the County deems appropriate.

7.3. Future Appropriations. The County has appropriated the County Transportation Funds for the current fiscal year.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of the County or UTA that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of three hundred sixty (360) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to UTA.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: County Mayor
2001 South State, N2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
2001 South State, S3-600
Salt Lake City, Utah 84190

If to UTA: Utah Transit Authority
Capital Development Department
669 West 200 South
Salt Lake City, Utah 84111

With a copy to: Utah Transit Authority
General Counsel's Office
669 West 200 South
Salt Lake City, Utah 84111

7.6. Ethical Standards. UTA represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (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 of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that UTA's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to UTA. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of UTA or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. UTA and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved by:

DEPARTMENT OF REGIONAL PLANNING,
HOUSING AND ECONOMIC DEVELOPMENT

By _____
Carlton J. Christensen
Department Director

Dated: _____, 20____

Approved as to Form and Legality:

By _____
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR UTA

UTAH TRANSIT AUTHORITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

By _____

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

UTA ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A

Request for Withdrawal Form

REQUEST FOR WITHDRAWAL

To: Escrow Agent, with copy to Salt Lake County

Re: Utah Transit Authority – Interlocal Agreement for Transportation Funds (DA Log No. 17-09303)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and UTA (“UTA”) (DA Log No. 17-09303). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been incurred by UTA and are reimbursable or payable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money deposited by the County into the Escrow Account.
4. Invoices for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon UTA any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement or payment is requested under this Request for Withdrawal has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. All Reimbursable Project Costs for which reimbursement or payment is requested under this Request for Withdrawal is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code and in accordance with other applicable federal, state and local laws, rules and regulations.
8. UTA is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

9. All of UTA's representations set forth in the Agreement remain true and correct as of the date hereof.

10. UTA acknowledges and agrees that the County's review and approval of this Request for Withdrawal will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a withdrawal of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Subsection 72-2-121 of the Transportation Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, UTA agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20__.

UTAH TRANSIT AUTHORITY

By: _____

Name: _____

Title: _____

Denied for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	March 14, 2018
CONTACT PERSON:	Nichol Bourdeaux, VP External Affairs
SUBJECT:	Resolution Approving Clean Air Day Interlocal Agreement
BACKGROUND:	<p>“Free Fare Friday” was a demonstration pilot conducted by UTA to promote public awareness of the benefits of transit as they relate to air quality.</p> <p>The pilot was implemented on Friday December 22, 2017. The pilot initiated by former Council Member Stan Penfold was underwritten by the Salt Lake City Council and the Salt Lake County Mayor’s office. For the pilot, all fares were waived on buses and trains in UTA’s entire six-county service area.</p> <p>The underwritten cost of the pilot was \$70,000, which was a calculated estimate of the average daily weekday fare collected by UTA. This cost was split between Salt Lake City Council (\$27,500), Salt Lake County (\$27,500) and UTA (\$15,000).</p> <p>The staff is asking the Board to approve this Resolution that would allow the agency to accept the \$27,500 payment from Salt Lake County.</p>
PREFERRED ALTERNATIVE:	Approve, forwarding resolution to the Board of Trustees
LEGAL REVIEW:	This item has been reviewed by UTA Legal
EXHIBITS:	<ol style="list-style-type: none"> 1) R2018-03-09 Approving Clean Air Day ILA 2) Exhibit A: UTA Free Fare Day Agreement

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF THE INTERLOCAL
AGREEMENT BETWEEN SALT LAKE COUNTY
AND THE UTAH TRANSIT AUTHORITY FOR CLEAN AIR DAY**

R2018-03-09

March 28, 2018

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

WHEREAS, public agencies as defined by the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, *et seq.* (the "Interlocal Act"), which includes the Authority, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, Salt Lake City Council, Salt Lake County, and the Authority partnered to provide a free fare day for all residents in the transit district to reduce vehicle use and positively impact the air quality as set forth in the Interlocal Agreement between the parties; and

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

1. That the Board hereby adopts the Interlocal Agreement between the Authority and Salt Lake County, as set forth in Exhibit A, attached hereto.
2. That the Board hereby ratifies any and all actions taken by the Authority's President/CEO, General Counsel, and management and staff that were necessary or appropriate to negotiate the Agreement.
3. That a fully executed original counterpart of the final definitive Interlocal Agreement shall be permanently kept in the official records of the Authority.
4. That the corporate seal be attached hereto.

Approved and adopted this 28th day of March 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of March, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A

District Attorney
County Contract 0000001730

INTERLOCAL AGREEMENT

by and between

SALT LAKE COUNTY

and

UTAH TRANSIT AUTHORITY

THIS AGREEMENT is made and entered into this 14 day of December, 2017, by and between Salt Lake County, a body corporate and politic of the State of Utah, and the Utah Transit Authority, a Utah public transit district, a limited purpose local governmental entity of the State of Utah.

WITNESSETH:

WHEREAS, Utah Code Section 11-13-101, 'permits local governments to make the most efficient use of their resources by enabling them to cooperate with other governmental units,

WHEREAS, the parties desires to contract with each to provide a free fare day for Salt Lake County residents to reduce vehicle use,

WHEREAS, reduced vehicle use will positively impact the air quality in Salt Lake County,

WHEREAS, the parties desire to enter into an agreement for those stated purposes,

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. SCOPE:

Salt Lake County agrees to provide Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) to the Utah Transit Authority in exchange for the Utah Transit Authority to provide one day of free fare rides in Salt Lake County. The free fare day will be agreed to by the parties.

2. TERM:

The term of this Agreement shall commence when signed by both parties and terminate at the conclusion of the mutually agreed upon free fare day.

3. TERMINATION:

Either party may, suspend or terminate this Agreement upon written notice to the other provided notice is given at least seventy two (72) hours prior to the agreed upon free fare day.

4. MISCELLANEOUS PROVISION:

The terms and provisions of this Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change, alteration, or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto. If any provision of this Agreement is deemed to be invalid, it shall be considered here from and shall not invalidate the remaining provisions.

5. ADMINISTRATION:

The County designates Ben McAdams as the representative to assist in the management of this agreement. The Utah Transit Authority agrees to designate a representative which they will make known to the County upon execution of this Agreement. It is understood and agreed by the parties that the representatives shall have no control over the means, methods, techniques or procedures employed in the services of this agreement.

6. COOPERATIVE UNDERTAKING:

This agreement does not establish an interlocal entity to conduct the cooperative undertaking described in this agreement. No real or personal property will be acquired or held in the performance of this cooperative undertaking.

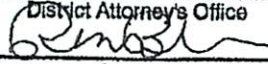
7. INDEMNIFICATION:

County and the Utah Transit Authority are both governmental entities under the Utah Governmental Immunity Act, Subsection 63G-7-101 et seq. (Utah Code Annotated 1953 as amended) therefore, consistent with the terms of the Act, the parties agree that each is responsible for and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives


any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities and other rights granted by the Act and all other applicable law.

8. INTERLOCAL COOPERATION ACT:

The Parties acknowledge that this agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this agreement in accordance with the provisions of that Act.

APPROVED AS TO FORM
District Attorney's Office
By: 
Attorney
RENA BECKSTEAD
Date: 12-14-17

SALT LAKE COUNTY

By: 
Mayor Ben McAdams or Designee
Dated: 12/14/17

UTAH TRANSIT AUTHORITY

By: _____
Its: _____
Dated: _____

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	March 14, 2018
CONTACT PERSON:	Paul Drake, Sr. Manager of Real Estate and TOD
SUBJECT:	Resolution Adopting the New TOD Strategic Plan
BACKGROUND:	<p>The UTA Board of Trustees, the Transit-Oriented Communities (TOC) Committee, the Stakeholder Committee, and Authority staff have completed a thorough process to establish a revised Strategic Plan and a holistic, objective framework to plan, implement, and manage the Authority’s Transit-Oriented Development program.</p> <p>The process was a collaborative effort with Wasatch Front Regional Council and Mountainland Association of Governments. It involved focus groups including elected leaders, local planning and economic development officials, affordable housing experts and administrators, and prominent members of the development community. The draft Strategic Plan has also been reviewed and incorporated feedback from several peer transit agencies.</p> <p>This effort has culminated in a Strategic Plan that establishes the necessity for Transit-Oriented Development in the region and defines the role the Authority plays to support local governments in catalyzing centers on and around its properties.</p> <p>The new TOD Strategic Plan and associated Executive Limitations Policy 2.2.4 are being presented for approval and adoption by the Board of Trustees. The SOPs are included for reference.</p>
PREFERRED ALTERNATIVE:	<ul style="list-style-type: none"> • Approve as presented
LEGAL REVIEW:	The proposed item has been reviewed by legal staff.

EXHIBITS:

- a. R2018-03-10 Adopting TOD Strategic Plan and Revising Policy 2.2.4
- b. EL Policy 2.2.4 – Transit-Oriented Development
- c. TOD Strategic Plan
- d. TOD Strategic Plan - SOP Set

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
UTAH TRANSIT AUTHORITY ADOPTING
THE TRANSIT-ORIENTED DEVELOPMENT STRATEGIC PLAN AND REVISING
EXECUTIVE LIMITATIONS POLICY NO. 2.2.4 – TRANSIT-ORIENTED
DEVELOPMENT**

No. R2018-03-10

March 28, 2018

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

WHEREAS, the Wasatch Front is experiencing rapid growth that, without alternative transportation and land use possibilities, will increase traffic and congestion, impact air and water quality, and deplete open and wilderness spaces; and

WHEREAS, the Authority seeks to collaborate with regional partners, local municipalities, and the development community to encourage high-quality developments near its regional transit system to create environments that allow people to live, work, and recreated without the necessity of an automobile; and

WHEREAS, the Board of Trustees (the “Board”) desires to adopt a Strategic Plan on Transit-Oriented Development and revise Executive Limitations Policy No. 2.2.4 – Transit Oriented Development in keeping with the Board’s responsibility to provide leadership and governance to the Authority.

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

1. That the Board hereby adopts the Transit-Oriented Development Strategic Plan, a copy of which is attached to this Resolution as Exhibit A.
2. That the Board hereby revises Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development, a copy of which is attached to this Resolution as Exhibit B.
3. That the Board formally ratifies prior actions taken by the Authority, including those taken by the President/CEO, General Counsel, and staff members that were relevant hereto and necessary or appropriate.
4. That the Transit-Oriented Development Strategic Plan stay in force and effect until rescinded, amended, or superseded by further action of the Board of Trustees.
5. That revised Executive Limitations Policy No. 2.2.4 – Transit-Oriented Development stay in force and effect until rescinded, amended, or superseded by further action of the Board of Trustees.

6. That the corporate seal be attached hereto.

Approved and adopted this 28th day of March 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of March 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Executive Limitations Policy No. 2.2.4

Transit-Oriented Development

The General Manager shall not fail to:

1. Request from the Board of Trustees approval of a prospective Transit-Oriented Development (“TOD”) site prior to procuring a development partner to assist in the development of such site;
2. Select a development partner according to applicable procurement requirements;
3. Establish a multi-disciplinary team to review proposed TOD development plans and legal agreements for consistency with regional and local plans and the Authority’s TOD Strategic Plan.
4. Request from the Board of Trustees approval of proposed TOD Master Plans, including conceptual land uses, densities, and layout of proposed TOD projects;
5. Provide the Board with a written independent review and assessment of proposed TOD Financial Plans;
6. Provide the Board with an assessment from the Internal Auditor regarding conflicts of interest relating to the TOD development plans and legal agreements as well as compliance with applicable Board and corporate policies and procedures;
7. Request from the Board of Trustees approval of proposed TOD Financial Plans, including development data, legal terms, and financial projections for individual phase(s) of each development; and
8. Provide the Board with an Annual TOD Report describing the status of current TOD projects and the readiness of potential TOD sites.

Effective Date:

Adopted by: Resolution No. R2018-03-10

Revision History	
Executive Limitations Policy 2.2.4 Adopted	06/25/14

TOD
LIVING CONNECTED

UTA 

Collaborative Process

The UTA TOD Strategic Plan has been created in collaboration with a variety of stakeholders along the Wasatch Front Region. The creative process has been led by a Project Team that involved Utah Transit Authority and the two Metropolitan Planning Organizations along the Wasatch Front. This team has been responsible for creating the basic framework and concept of the strategic plan, as well as organizing additional engagement events and activities, including focus groups with public and private stakeholders and a peer agency review.

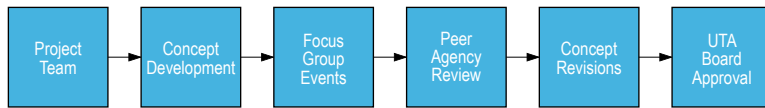


Fig 0.1 - Collaborative Process

Because of this collaborative process, the UTA TOD Strategic Plan represents a way in which various stakeholders from around the region can work collectively to bring the vision of transit-oriented development to fruition.

Project Team

UTA - Paul Drake, Jordan Swain, G.J. Lebonte, Levi Roberts, Ali Oliver

WFRC - Megan Townsend, Julia Collins

MAG - Chad Eccles

Acknowledgements

Regional Partners

WFRC - Ted Knowlton, Julie Bjornstad, Scott Hess, Jon Larsen, Andy Li, Callie New - **MAG** - Jim Price, Tim Hereth, Susan Hardy - **Envision Utah** - Shane Woods - **University of Utah** - Reid Ewing

Local Partners

Salt Lake County - Wilf Sommerkorn - **Provo City** - Bill Peperone - **Bountiful City** - Chad Wilkinson, Beth Holbrook - **Farmington City** - Dave Peterson, Eric Anderson - **Weber County** - James Ebert - **Roy City** - Steve Parkinson - **Brigham City** - Paul Larsen - **West Valley City** - Nicole Cottle

Development Community

Cowboy Partners - Dan Lofgren - **Salt Development** - Thomas Vegh - **Form Development** - Keith Smith, Chris Zarek - **Daybreak** - Stephen James - **Hamilton Partners** - Bruce Bingham - **Boulder Ventures** - Jeff Vitek, Sherry DeVoge - Giv Group - Chris Parker - Creasote - Bryce Baker



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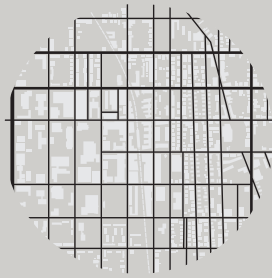
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EXECUTIVE SUMMARY

The Wasatch Front is experiencing rapid growth and is considered one of the fastest growing regions in the United States. By the year 2050 the population along the Wasatch Front is expected to increase from 2.3 million to 4 million residents. The majority of this growth is expected to occur within a relatively small, linear area defined on either side by a series of mountains and lakes. If this growth continues without exploring alternate transportation and land use possibilities, traffic and congestion will increase, open and wilderness spaces used for recreation will be depleted, the quality of air and water will deteriorate, and families will be subject to serious health risks.



Compact



Accessible



Mixed

The Wasatch Choice 2040/50 Vision is a plan that accounts for and addresses projected changes along the Wasatch Front by identifying transportation corridors and preferred growth centers. It seeks to establish a vision, supported by the Regional Community, through scenario planning. Using baseline projections, Wasatch Front Regional Council and Mountainland Association of Governments work with their respective communities to understand how changes in growth patterns will affect the environment, public health, traffic, and other areas of interest. After assessing various growth scenarios, a preferred scenario is identified as the Regional Vision.

According to the Regional Vision, communities along the Wasatch Front prefer centered growth instead of low-density sprawl. Centered growth consists of areas that are more compact and intense than their surroundings. Because of the increase in compactness and intensity, centers tend to be more active, socially equitable, and accessed by a variety of transportation options. Transit-Oriented Development is centered growth that occurs near a transit station, and is designed to increase access to and from transit. UTA is sensitive to the regional priorities represented in the Wasatch Choice 2040/50 Vision and plays an important role in bringing the vision to fruition.

UTA manages 72 fixed stations along the Wasatch Front and operates Commuter Rail, Light Rail, and Streetcar services. Connecting to these stations are 111 bus routes that enable patrons to travel from stations to more specific locations. UTA owns a total of 442 acres of property within ½ mile of 36 of these stations, 14 of which are Commuter Rail stations and 22 of which are Light Rail Stations. The majority of property owned by UTA is currently being used as surface parking, bus loops, drop-off areas, and other uses that may be easily consolidated and incorporated into more active developments.

In order for UTA to develop properties that it owns, it is necessary for UTA to collaborate with regional partners, local municipalities and the development community. As a public entity, UTA is committed to remaining transparent throughout the development process. Through various planning and community engagement efforts, UTA is able to identify development scenarios that are preferred by their respective communities. Using these planning materials UTA is then able to work with its partners to ensure that individual developments are implemented in a way that is appropriate for the respective communities in which they occur.

The processes and procedures contained in this document are intended to strengthen the relationships between UTA, its regional and local partners, the private development community, and communities along the Wasatch Front. By adhering to the open processes contained herein, UTA is able to facilitate public-private partnerships. The process has been structured to allow both flexibility and consistency within each development project, and allow UTA to collaborate seamlessly with its development partners.

By encouraging and advocating for high-quality development near the regional transit system, UTA helps create environments that allow people to live, work, and recreate without the necessity of an automobile. As more of these environments are created, and stations are surrounded by vibrant, meaningful destinations, more of the population will choose to rely on transit. The effect of this will be a region with cleaner air, healthier people, access to jobs and opportunities, and a better standard of living.

SECTION 1

Regional Trends



Introduction

Although still in its infancy, the concept of Transit-Oriented Development (“TOD”) is becoming widely accepted along the Wasatch Front. The purpose of this document is to establish the significance of multimodal development centers around the region’s transit hubs and define the role of the Utah Transit Authority (“UTA”) in implementing TOD. This strategic plan is based upon projections and principles identified in the Wasatch Choice for 2040/50 regional vision, values of local municipalities, and regional transit objectives identified by the UTA Board of Trustees.

Addressing regional growth requires the dedication of a variety of stakeholders. This strategic plan is the result of a collaboration between the Wasatch Front Regional Council (“WFRC”), Mountainland Association of Governments (“MAG”), UTA Board of Trustees, UTA Planning and TOD Departments. Additionally, several workshops were held with representatives and officials from local municipalities, members of the real estate development community, and affordable housing advocates and administrators. These workshops were organized to promote the reformed TOD program and adapt the principles of this strategic plan according to the priorities of long range and regional planning, local and current planning, the regional development industry, and affordable housing.

This document outlines the trends facing Utah’s decision-makers, how

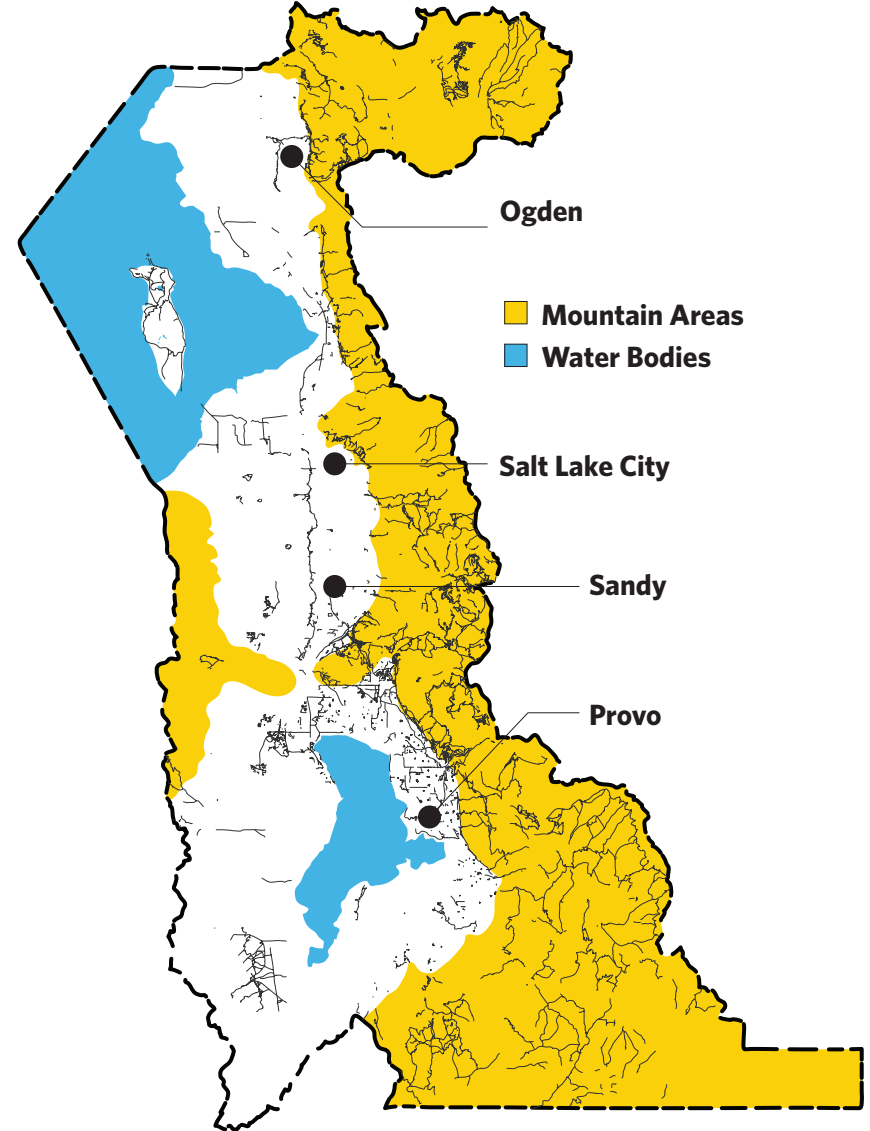


Fig 1.1 - Geographic Map of the Wasatch Front



Utah has planned to address them in the Wasatch Front Region, the role of TOD in addressing those trends, and UTA's role in implementing TOD.

Growth

Utah is rapidly growing. According to the US Census Bureau, Utah was ranked the fastest-growing state in the nation in 2016 ⁵. The majority of this increase (75%) is occurring in the urbanized area along the Wasatch Front. Significant growth is projected to continue along this corridor into the foreseeable future as the population of the Wasatch Front is expected to double from 2.3 million to 4 million by 2050 ¹⁴.

Growth along the Wasatch Front is naturally constrained by mountainous ranges on both the east and the west, the Great Salt Lake, and Utah Lake. These unique geographical elements define the identity of our region, provide recreational opportunities, and attract new employers and residents. However, they also limit the availability of land for housing, employment, and the transportation network to sustain the growing population. If properly understood, these amenities may offer opportunities that inform how and where



development should occur along the Wasatch Front. To this end, it is imperative that regional organizations and local governments continue to collaborate and plan to preserve the unique quality of life in the shadow of the Wasatch Mountains ¹⁹.

Generational Trends

In addition to unique geographic constraints in our region, demographic shifts and changes in generational preferences are affecting the concentration of growth and transportation demand. In recent years, millennials, born between 1980 and 2000, have fueled a resurgence of urban living. Studies have shown that this generation is drawn to communities that have a variety of transportation choices ²². In our region, this has stimulated a building boom concentrated near transit. For example, since 2010, nearly 60% of new apartment

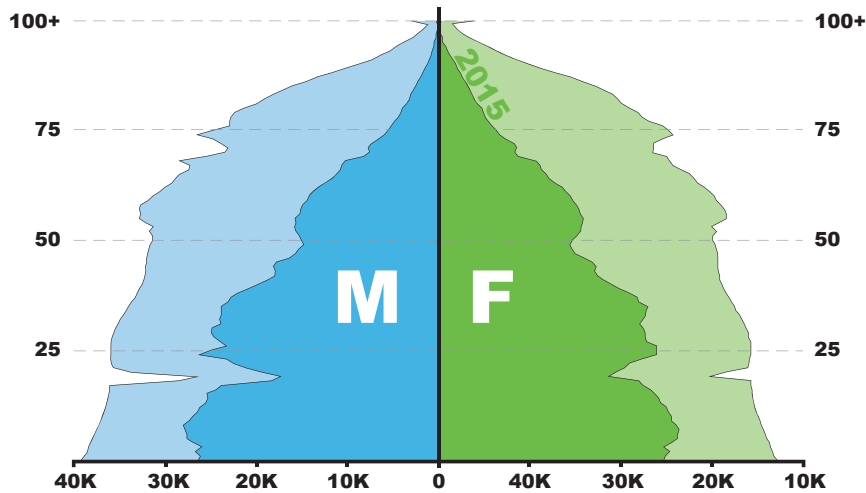


Fig 1.2 - 2065 Age Projections Per Sex

units constructed in Salt Lake County have been within ½ mile of a fixed rail station (Envision Utah analysis).

Millennials are not the only demographics group spurring this trend. It is also being driven by the needs and preferences of older generations. While Utah is projected to maintain a relatively young population with households larger than the national average, the median age is expected to increase from 30.8 in 2015 to 39.5 by 2065 ¹⁶. The share of the senior population, aged 65 and older, is projected to double over the next 50 years to 21.3 percent. Currently, a swath of baby boomers, born between 1946 and 1964, are entering into retirement. While it is a high priority for baby boomers to age in place ¹, this generation has high expectations for remaining active in retirement ²³. Seniors will increasingly seek a wider variety of transportation options to meet their daily needs, and preserve their quality of life and independence.

Regional Economic and Educational Opportunities

Effective transportation systems are designed to provide access to jobs, education, healthcare, and opportunities for social interaction. The level of economic opportunity can be summarized by the number of meaningful opportunities such as jobs and education

that residents can access in a reasonable amount of time. According to estimates of WFRC, the average resident of the Wasatch Front can currently reach 28,000 jobs within a 30 minute commute on transit. With strategic transit investments and more centered growth patterns, that number can reasonably double by 2050 ³⁰.

Access to a multi-modal transportation system is critical for high growth employment centers to thrive ³. Providing employers access to a broader workforce allows Utah to remain competitive in courting and retaining new businesses. In our region, employers are increasingly making strategic decisions about locating near transit. Since 2010, 37% of all new office square footage in the Wasatch Front is located within ½ mile of a fixed rail station (Envision Utah). The recently opened Overstock Peace Coliseum in Midvale was designed with the building entrance closer to the Bingham Junction TRAX Station than its own parking lot to encourage employees to access their job via transit. As a result, Overstock has noted significant transit usage ²¹.

Advanced education is becoming increasingly critical to competing in the job market. Providing convenient transportation options for students throughout the region will enhance educational and economic opportunities for individuals and the region as a whole. In addition to the business sector, educational institutions in the state are seeing the benefits of improved access to transportation. Students commuting to college campuses make up 20% of UTA's total transit market. According to a recent travel survey, nearly ⅓

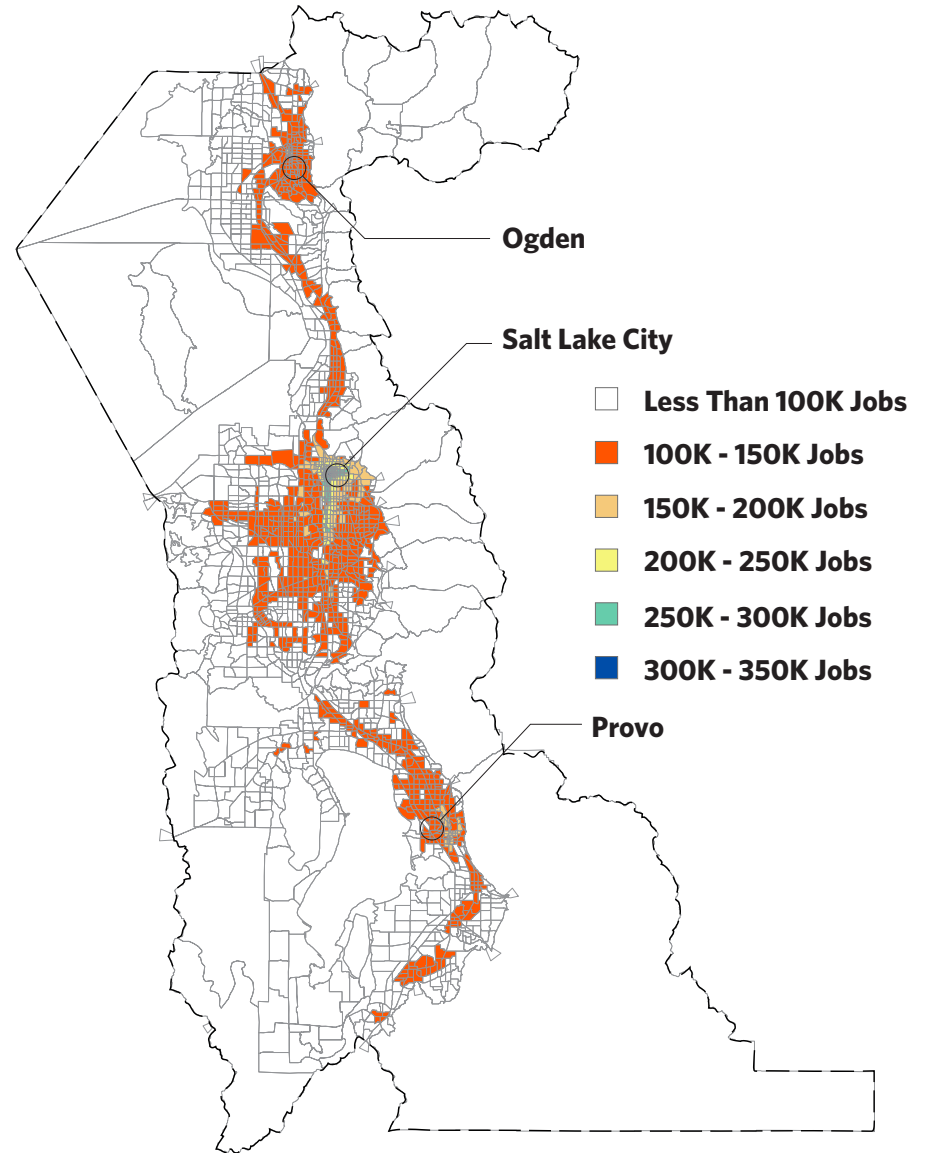


Fig 1.3 - Access to Opportunities Along



of University of Utah (“U of U”) students commute to campus via transit³⁰. This has allowed U of U to convert tracks of land previously utilized as surface parking lots into usable classroom and research facilities. Enhancing these connections is imperative to maintaining a viable, growing regional economy.

Traffic

Population growth is almost always accompanied by an increase in Vehicle Miles Traveled (“VMT”) as people seek to satisfy their essential needs, such as buying groceries, working, and so forth. Despite continuous investment in transportation infrastructure by the Utah Department of Transportation (“UDOT”) and local municipalities, traffic congestion is anticipated to increase as

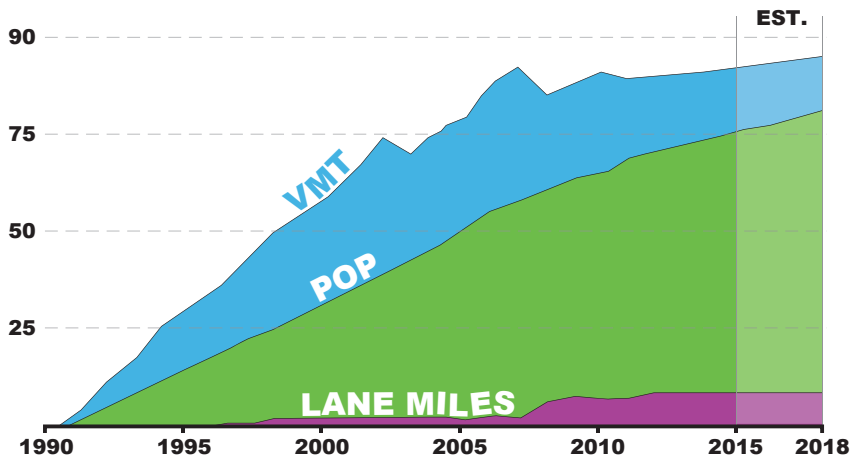


Fig 1.4 - % Change of VMT, Population, and Lane Miles



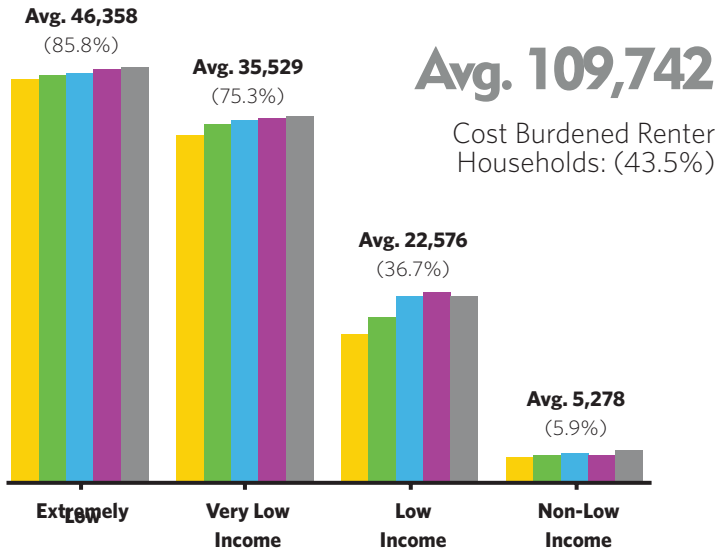


Fig 1.5 - Cost Burdened (30%-50% Income)

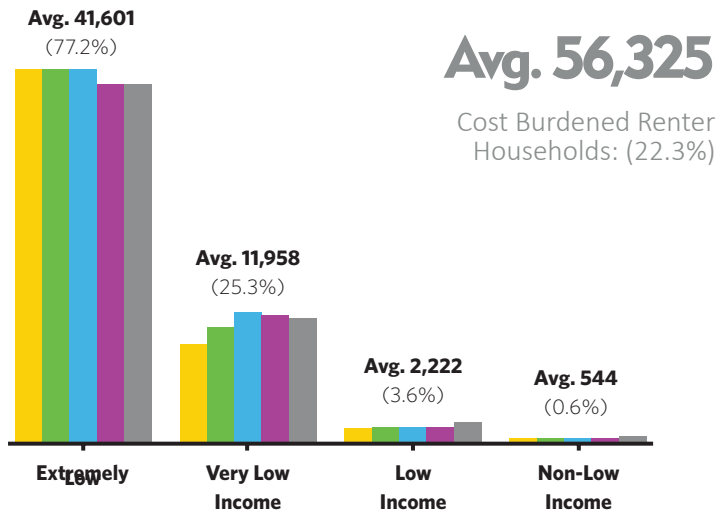


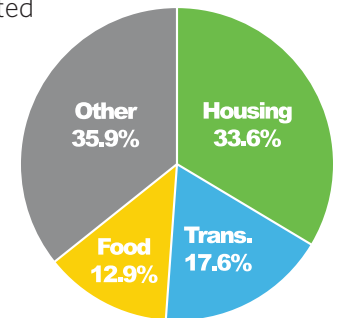
Fig 1.6 - Severely Cost Burdened (>50% Income)

the population grows. Increasing VMT is associated with traffic congestion, degraded air quality, escalated traffic fatalities, and other negative public health effects¹³. Vehicle Hours of Delay (“VHD”) are also expected to increase as projected travel demand significantly outpaces the capacity existing roads and those currently being built. According to recent estimates (Wasatch Front Regional Council Travel Demand Model), total annual VHD is anticipated to increase from 1 million in 2014 to over 3.7 million in 2040. Increased VMT and VHD contribute to lower levels of productivity as people spend more time in traffic, negatively impacting the regional economy²⁰.

Safety

Traffic fatalities remain the leading cause of death among Americans aged 1 to 34 years old¹¹. Despite steadily declining between 2001 and 2012, the number of traffic fatalities in Utah has increased each year since that time. In 2016, 280 Utahns lost their lives in traffic-related crashes. Forty-four of these fatalities were people walking and bicycling. Studies indicate that more compact communities are associated with significantly lower rates of traffic fatalities, particularly for those involving a bicycle or pedestrian⁴. This is largely due to compact and more active streets, both of which result in

Fig 1.7 - Average Split of



drivers being more aware.

Cost of Living

While unprecedented population growth in Utah has contributed to a booming economy, the supply of affordable housing has been dwindling. More specifically, housing options with access to quality transportation and goods and services have become increasingly unaffordable. According to the State of Utah Affordable Housing Assessment and Plan, completed in June 2016, the rate of cost-burdened renter households (those spending more than 30% of income on housing) in every income bracket has grown steadily since 2005. There are only two affordable and available housing units for every three low and moderate-income households. In 2017, the average renter in Utah would need an additional \$4.10 more per hour, working full-time, to afford a 2-bedroom apartment at Fair Market Value ²⁸.

Urban Expansion

The preservation of agricultural lands and wilderness is paramount to preserving the quality of life that residents enjoy on the Wasatch Front. Although there are natural barriers that channel growth in the valleys of the Wasatch Front, wilderness and agricultural land continue to be





consumed at alarming rates. In 2014, Utah was ranked as the second most sprawling state in the nation, consuming 203 square miles of undeveloped land between 2002 and 2010 with nearly 90% being attributed to the state's population growth¹⁸. This pattern of growth contributes to a host of other impacts to the community including, but not limited to, increased energy consumption, decreased local agricultural land, increased flood potential, groundwater depletion and contamination, and worsening air quality⁸.

Air quality

Air quality along the Wasatch Front is among the worst in the country. Recently, the American Lung Association ranked this region to have the 6th worst 24-hour particle pollution among 186 metro areas². As mentioned earlier, as the population grows, the total number of trips made per day will also continue to grow, as well as the number of vehicle miles traveled. Along the Wasatch Front, the most egregious and dangerous emissions come from automobiles. Particulate matter (PM2.5 and PM10) is made of very small dust and soot particles, about one-fortieth the width of a human hair, and can easily become trapped in the lungs and exacerbate or cause negative health conditions.

Utah's poor air quality has profound impacts upon public health, including heart conditions, biologic and anatomic brain issues, and premature death²⁹. Because nearly half of fine particulate matter along the Wasatch Front comes from mobile sources or vehicular



emission ²⁷, there have been several initiatives to successfully reduce the number of trips and vehicle miles travelled. In addition to the Utah Division of Air Quality emission reduction programs, other local initiatives along the Wasatch Front include but are not limited to air quality alerts, idle-free campaigns, public challenges and partnerships with UTA to provide subsidized pass programs during inversions²⁶.

While some pollution reduction measures may seem costly to both individuals and local economies, the EPA predicts that the reduction in health care costs and pollution-related premature deaths outweigh such costs by a wide margin. For instance, by the year 2020, the programs and measures developed in response to the Clean Air Act of 1990 may prevent over 230,000 early deaths across the nation ⁹.

Public Health

Along with the issues of public health related to air quality, rising obesity rates pose another disturbing trend across the nation as well as along the Wasatch Front. This trend has been cited as an epidemic and a public health crisis ¹⁵. In 1990, 15% of American adults were considered obese. Today, this rate has more than doubled to 36%. While Utah's active, relatively young population contributes to the 7th lowest obesity rate in the country, obesity rates in Utah are still climbing at an alarming rate (from 9% in 1990 to the current rate of 25% ²⁴).

Obesity has been shown to lead to a number of negative health-



SECTION 2

The Regional Response

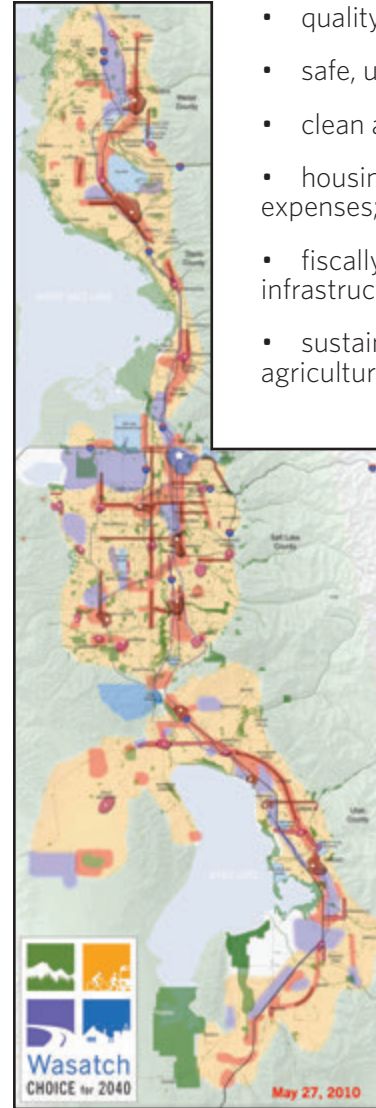


related impacts including heart disease, cardiovascular disease, high blood pressure, high cholesterol, and high blood sugar. One solution that has been shown to help obesity is physical activity. This is not limited to thirty minutes a day of intense cardio vascular workouts. “Activity” also refers to the habitual frequency with which a person moves throughout the day. Studies have shown that the design of neighborhood environments has been correlated to increased physical activity as well as variations in Body Mass Indices (BMI) ^{12,17}.

Wasatch Choice 2040/50

In light of the challenges identified in the previous section, the Wasatch Front Region has a culture of regional planning to maintain a high quality of life. In the late 1990’s, a then newly-formed non-profit called Envision Utah worked with 130 government agencies to develop a baseline for projected growth in the region. Scenarios for alternatives to the baseline growth pattern were then created. Through a series of public workshops and broadly-distributed questionnaires, the preferred pattern for growth was derived based on community values, known as The Vision. The Vision identified the community values as:

- livable and healthy communities;
- access to economic and educational opportunities;
- manageable and reliable traffic conditions;



- quality transportation choices;
- safe, user friendly streets;
- clean air;
- housing choices and affordable living expenses;
- fiscally responsible communities and infrastructure;
- sustainable environment, including water, agricultural, and other natural resources; and
- ample parks, open spaces, and recreational opportunities.

Fig 2.1 - Wasatch Choice 2040 Regional Vision Map

The update of the Vision in 2010, Wasatch Choice for 2040, drew upon the successes of the original's regional coordination in consensus building. The Wasatch Choice for 2040 translates the values identified in the original Vision into more fine grained centers for growth, connected by mixed use corridors and regional greenways (see image). Funding was provided by the US Department of Housing and Urban Development and the US Department of Transportation.

Benefits of Centered Growth

The Wasatch Choice for 2040 is a regional acknowledgement that making informed decisions about the way we grow impacts our resulting travel behavior and land use patterns and can, in turn, improve our economy and the health of the community.

The case for the benefits of centered growth are well documented in the scholastic world. Regarding its implications on land use, centered growth tends to reduce per capita land consumption, allowing preservation of open space and prime agricultural areas. Centered growth tends to be a higher density than traditional suburban growth, therefore providing more diverse housing choices. This can lead to improved housing affordability.

As proximity to goods and services improves, dependence on automobiles reduces, as do trip lengths and roadway capacity needs. This represents a cost savings to both the user as well as the

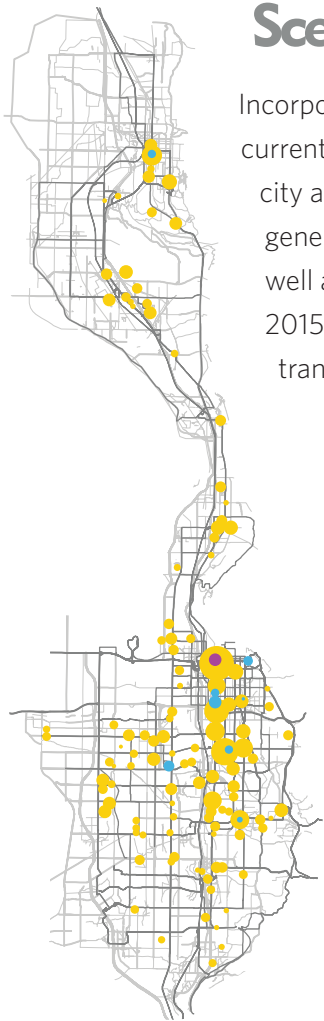
municipality in infrastructure costs. More compact development patterns tend to result in per capita service cost savings for municipalities.

When served by quality transportation alternatives such as high-frequency transit, household transportation costs are reduced, freeing up valuable resources and contributing positively to the local economy. Research indicates that more compact development increases economic opportunities for disadvantaged residents. The probability that a child born to a family in the bottom quintile of the national income distribution reaches the top quintile by age 30 is increased by 4.1 percent for every 10 percent in the index score. The region has already attracted quality employers because of its workforce and the opportunity to locate proximally to the transit network.

Implementing the Wasatch Choice for 2040, with emphasis on centered growth well-served by transportation alternatives, results in the following measureable improvements:

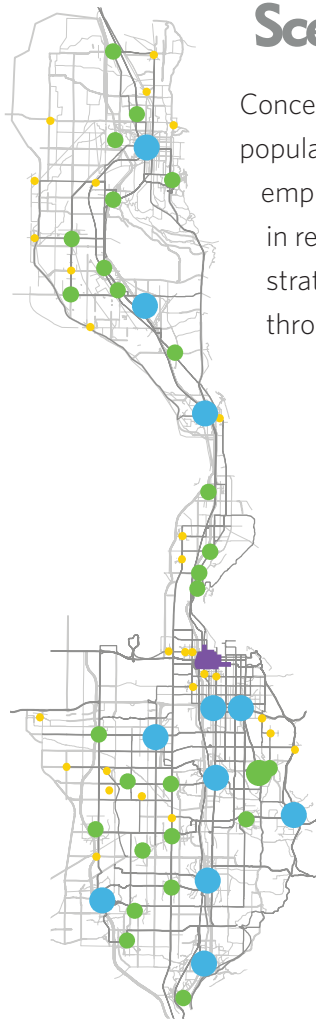
- 9% more homes with walking access to high-capacity transit
- 8% more jobs within walking access to high-capacity transit
- conservation of 23 square miles of open space
- reduction of traffic congestion by 18%
- 12% more transit use





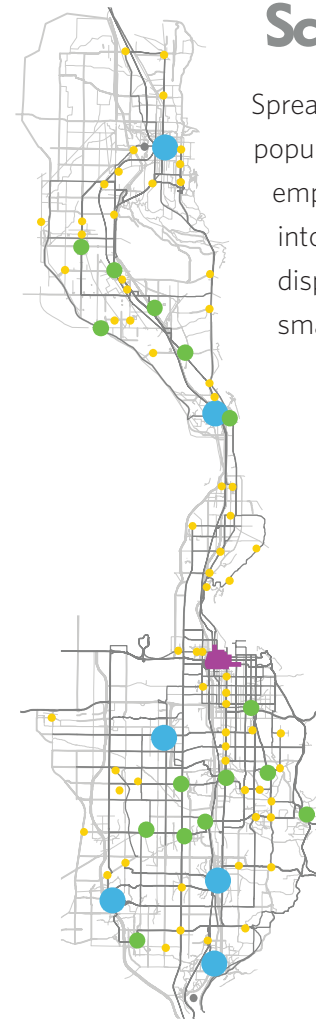
Scenario 1

Incorporates all currently adopted city and county general plans, as well as the WFRC 2015-2040 Regional transportation Plan



Scenario 2

Concentrates future population and employment growth in regional centers strategically placed throughout the region



Scenario 3

Spreads future population and employment growth into targeted, dispersed, and smaller centers

Fig2.2 - Wasatch Choice 2050 Scenario Plans

SECTION 3

Transit-Oriented Development



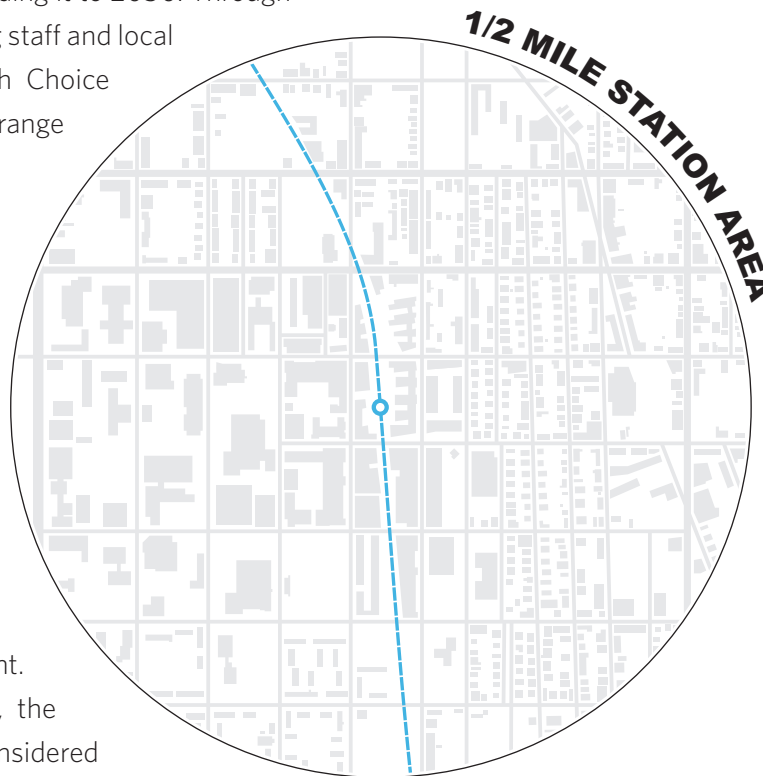
- Infrastructure, housing, and transportation cost savings totaling \$4.5 billion

In furthering the effort, both MPOs in the region are currently working on updating the 2040 vision, and extending it to 2050. Through a series of small area meetings engaging staff and local elected officials, the updated Wasatch Choice will be further integrated into the long range transportation plans.

Transit Stations as Centers

In its most seminal form, Transit-Oriented Development is the centered growth described in Wasatch Choice 2040/50. Compact, intense centers that surround transit infrastructure have the capability of becoming Transit-Oriented Development. To orient development around transit, the following five qualities are typically considered during planning and implementation:

- Proximity to transit
- Compactness
- Accessibility
- Mixture of choices



- Sense of place

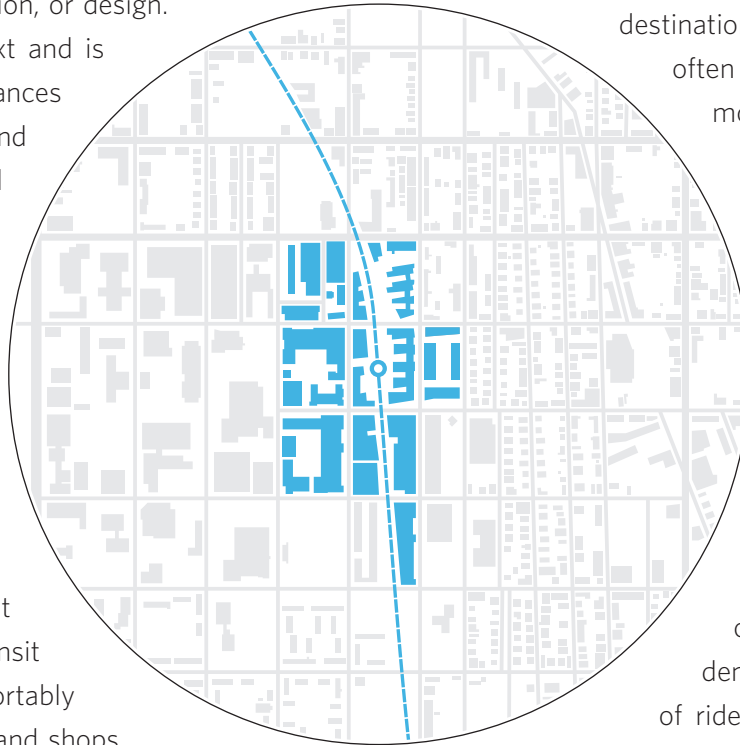
These five characteristics are interrelated to one another and are often considered in combination when planning and developing real estate within a station area. It is important to clarify that there is not a one size fits all plan, configuration, or design.

Each station occurs in a unique context and is surrounded by a unique set of circumstances that affect the integration of transit and land use. This context is often referred to as the “station area”. By focusing on these five key characteristics, clear, accessible connections between transit services and origins/destinations will be established.

Proximity to Transit

The most important characteristic of Transit-Oriented Development is that development occurs near enough to transit facilities that people are able to comfortably walk to and from their houses, offices, and shops. Most people feel comfortable walking if their destination may be reached in less than 10 minutes. In terms of linear distance, this equates to approximately ½ mile. Therefore station area plans and other Transit-Oriented Development planning is appropriate within approximately ½ mile from a fixed station.

Unique site features and characteristics often affect how individuals perceive their surroundings, and should be considered when determining a station area. Such factors may include; types and frequency of transit service, elevation changes, common weather patterns, and the standard operating times of origins/destinations near the station. These characteristics often factor into the decision of what mode is most convenient. Because of this, proximity is defined as the conditions in which a pedestrian is willing to traverse the distance between an origin or destination and a transit station.



Compactness

The amount of opportunities available to transit riders within walking distance increases as land uses surrounding the station become more compact. Because of this, there is a clear correlation between density near transit stations and the amount of ridership that occurs at these stations. The more people that live, work, and recreate near transit stations increases the probability that they will rely on transit instead of an automobile.

The compactness of an area may be calibrated to meet the needs



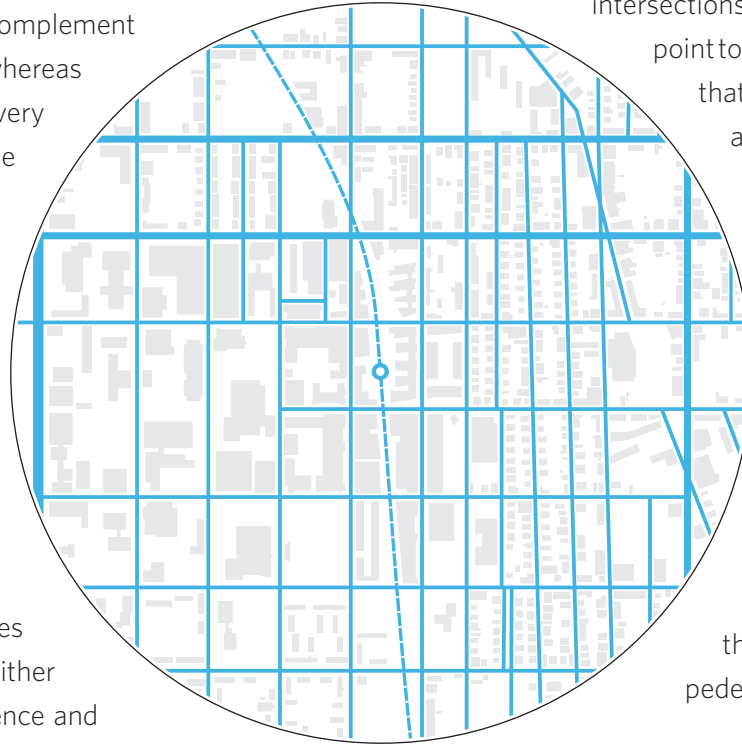




of the community and complement neighborhoods immediately adjacent to the station area. Just as the Wasatch Choice 2040/50 relates varying types of centers to different areas of the region, each station is in a unique context that informs how much density is appropriate. For example, a medium-density residential and some light commercial would likely complement a suburban station in West Jordan, whereas a large mixture of uses arranged in a very dense form would likely be compatible around an urban station in the Central Business District of Salt Lake City ⁷.

Accessibility

Transit trips typically begin and end with walking or bicycling. Because of this, Transit-Oriented Development offers pedestrian environments that are comfortable, convenient, and safe. Creating strong connections for all modes of transportation allows people to reach either their origin or destination with convenience and comfort. Without designs in place that facilitate these connections, the value of compactness and proximity



is diminished.

A grid-like street system is the simplest and most effective design schema to facilitate fluid movement and connect origins and destinations within a station area. Grids naturally form intersections, increasing the variety of routes from one point to another. Within a street grid, it is imperative that streets and sidewalks are designed to accommodate cyclists and pedestrians so that people feel comfortable moving to and from stations.

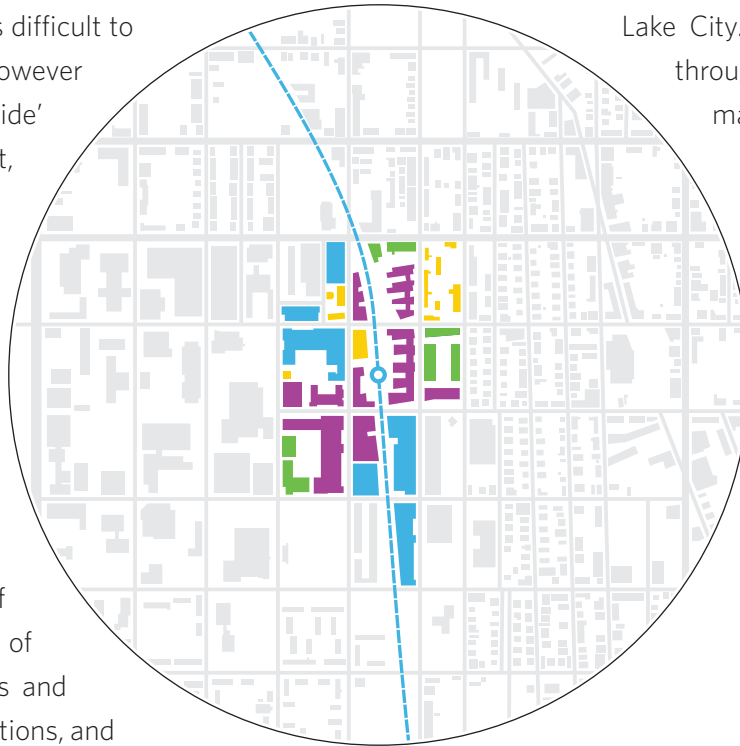
Accommodating safe connections for all transportation modes includes ensuring that facilities are compliant with ADA design requirements and that intersections are adequately signaled and striped. Additional street improvements often include street trees, lights, and other design features that create an inviting environment for pedestrians ⁶.

Proper orientation of buildings adjacent to streets and

walkways can greatly improve how people reach their origins and destinations. By locating buildings and entrances near sidewalks and bicycle facilities, pedestrians and cyclists are able to access origins and destinations without traversing parking lots or other unnecessary barriers. Because parking remains a necessary component of most all development, it is sometimes difficult to optimize the accessibility of a building. However in most cases it is still possible to 'hide' parking by orienting buildings up front, along the street and sidewalk.

Mixture of Choices

One characteristic that great neighborhoods share is a robust mixture of places to shop and play, to live and work, and modes to get from one place to another. In the context of Transit-Oriented Development, mixture of choices relates to the variety of origins and destinations, variety of transportation options, and socioeconomic variety within a station area. Increased variety in the station area offers more abundant opportunities to satisfy daily needs and makes the transit system more effective.



A variety of origins and destinations is optimally achieved by planning for vertical, mixed-use buildings that contain ground-floor commercial space with ancillary uses above including office and residential space. This development form has been very common throughout the history of various cities, including Salt Lake City. During the mid-late 19th Century, and through the first half of the 20th Century, many communities along the Wasatch Front established thriving downtowns that contained a variety of commercial and residential land uses. Many of these areas now occur around or near transit stations, and are projected by the Wasatch Choice 2040/50 as mixed-use areas, offering a variety of origins and destinations.

The most successful Transit-Oriented







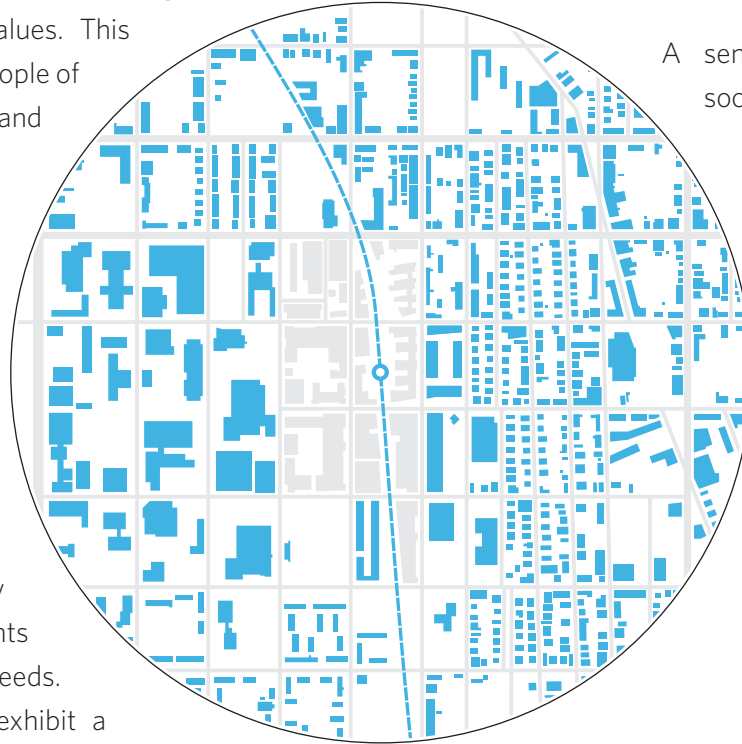
Developments are those that are able to adapt to economic and demographic fluctuation. Development that is unable to do so lacks resilience and has a lifespan that is dictated by external forces. On the flip side, development that is valued by the community because of its various qualities and uses will often endure changes in economy and changes in social values. This resilience is cultivated by planning for people of varying age, sex, income level, ethnicity, and other socioeconomic qualities ⁷.

Sense of Place

Origins and destinations should be considered more than simple coordinates. The built environment of each community is the habitat where its individuals live and cope. As such, certain areas naturally intensify, reflecting the complexities of community life and allowing a diversity of inhabitants to interact and satisfy their everyday needs. The most successful of these areas exhibit a cohesive arrangement of streets, buildings, plazas and promenades that organize the space in a human dimension and provide it with a distinct sense of place.

Fixed and high frequency transit hubs are prime locations for the cultivation of great places. By planning station areas as cohesive places, municipalities can leverage innovative zoning ordinances and strategic public investments to properly steer the development of these areas.

A sense of place often results in greater socioeconomic strength. This is largely due



to the fact that a strong sense of place is intrinsically related to a community's cultural identity ²⁵. Inhabitants of New York relate to Time Square, just as inhabitants of Salt Lake City relate to Temple Square. These places have developed into iconic places, both of which have increased the economic value of the areas surrounding them. In the same fashion, communities can use Transit-Oriented Development to cultivate iconic locations that have a strong sense of place around transit stations.

Benefits of Transit-Oriented Development

When these five characteristics are considered during the planning and design of a station area, the result is a place that feels authentic, rich with opportunity, and conveniently accessible by many transportation modes. Of course, these benefits are largely contingent upon the social values of the local population and how they perceive the place. Along the Wasatch Front, it has been found that the general consensus of the population is in favor of these characteristics.

A common critique of the Wasatch Front is that cities within the region lack a sense of identity, and that the built environment feels homogeneous. Including the community in visioning, planning, and design efforts makes Transit-Oriented Developments unique and

disrupts this feeling of homogeneity. This allows communities that already exist around and within station areas to provide feedback that helps shape what the area becomes. Over time, this feedback may have a substantial impact, transforming mere spaces into places that authentically reflect the unique values and aesthetic preferences of the community.

The ability for people to access jobs, education, and essential goods and services is imperative for a high quality of living and sustainable economy. Because Transit-Oriented Development is compact and provides a mixture of choices near public transit service, it is a great way to provide the population with access to areas of opportunity. As the variety of housing, work, and shopping choices increases around transit, they will become more accessible to a larger percentage of the population, and doing so allows greater participation in the overall regional economy.

Access to opportunities is particularly important to households and individuals who either cannot afford the cost of transportation or are incapable of operating a vehicle. Transit-Oriented Development that includes a mixture of housing allows these individuals to locate near transit service, therefore making it possible to access educational facilities, employment, medical facilities, and other essential destinations.

Centered development that includes a variety of uses and access to public transit has a substantial impact on regional vehicle miles





SECTION 4

UTA's Role



partners.

Markets hinge upon product perception and demand. As more TOD projects are successfully implemented and operated along the Wasatch Front, and it is demonstrated that a strong demand for TOD exists, the underwriting requirements of lending institutions will respond accordingly. Over time, this has the potential of lowering financial hurdles for others to participate in the creation of TOD, creating a more competitive and healthier market.

The UTA System

UTA manages rail service within four counties and 20 cities along the Wasatch Front. Combined, UTA maintains over 135 miles of rail. A large amount of variation is exhibited by these individual cities, ranging from rural landscapes around the periphery, to more urbanized environments along the central

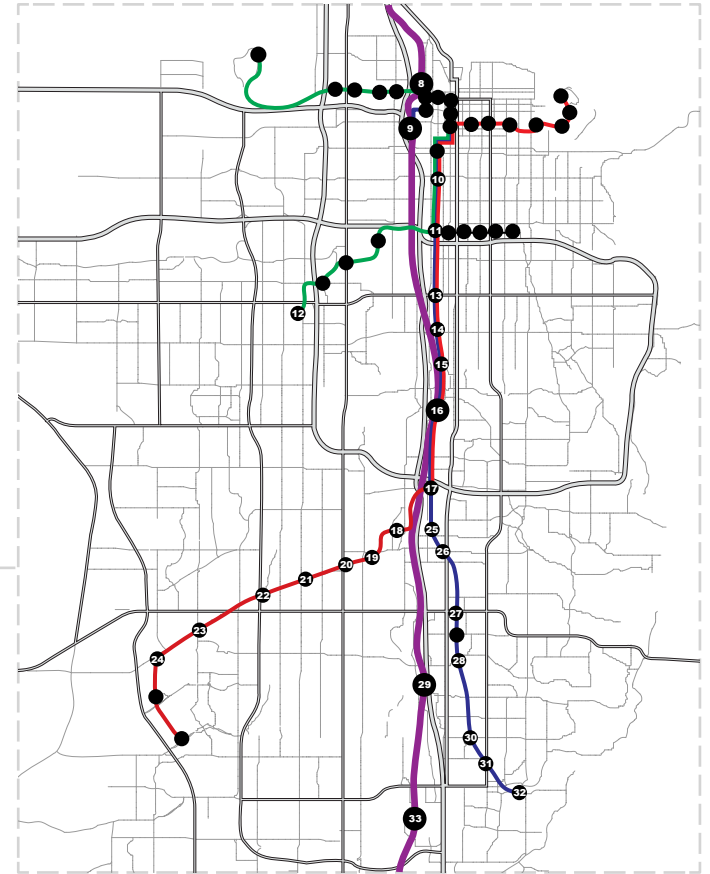
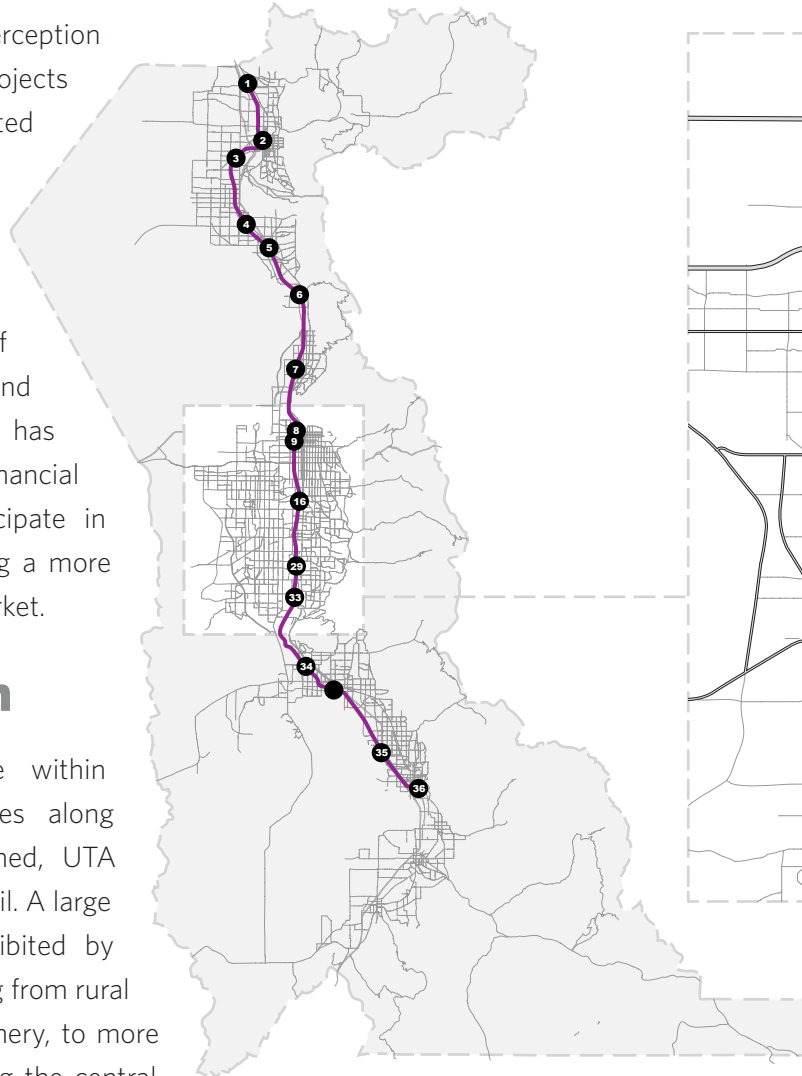


Fig 4.1 - UTA Rail Lines and Stations (Station Numbers correspond to following List)

traveled. This benefits a region in myriad ways such as reducing infrastructure costs, improving air and water quality, as well as preserving remaining agricultural space. By reducing infrastructure costs, public funds can be reallocated to more productive uses such as funding redevelopment and revitalization programs and enhancing first-last mile connections. Most importantly, reducing regional dependency on the automobile will result in a healthier lifestyle for individuals and families ¹⁰.

Establishing Successful TOD Precedents

The real estate development industry involves a high level of risk. The longevity of design and construction during constant market variability and fluctuating political dynamics can foil the success of even well-planned projects. Lending institutions quantify the probability of a development's success with underwriting criteria based on precedents in the region. Without successful precedents, it is difficult for developers to 'break the mold' and raise the amount of necessary capital from conventional financing institutions. Based on their determined risk, lenders may require a higher interest rate, larger portions of equity, or other prohibitive concessions from the developer.

Along the Wasatch Front, Transit-Oriented Development is a

relatively new concept. Since 1999 UTA has been making great strides in connecting communities via light rail, commuter rail, streetcar, bus rapid transit, and traditional bus service in a regional transit system. Because much of this transit infrastructure is less than ten years old, only a handful of developments have been completed near transit stations. The Wasatch Front has yet to see the full potential of Transit-Oriented Development. Because of this, standard underwriting criteria used by financial institutions continue to perceive reductions in parking, vertical mixtures of uses, and compact designs with skepticism. This creates difficulty for those who would like to develop transit-oriented projects.

UTA plays a critical role in establishing positive TOD precedents. UTA controls a substantial amount of property along the Wasatch Front, much of which is located near transit stations and is prime for TOD. Further, as a tax-exempt entity, UTA can land bank its property, which is generally utilized as surface parking lots, until market and political conditions are ripe for the appropriate development. By making its property available for TOD projects, UTA partners with communities and private industry to implement high-quality, high-intensity developments that spur further economic development and return the property back to the tax rolls. Thus, UTA's involvement assists in managing the risk to communities, lenders, and its development



#	Station Area	Rail Service	UTA Property (Acres)
1	Pleasant View	FR	8
2	Ogden	FR	15
3	Roy	FR	18
4	Clearfield	FR	70
5	Layton	FR	4
6	Farmington	FR	9
7	Woods Cross	FR	9
8	North Temple	FR / G	16
9	Salt Lake Central	FR / B	39
10	Ballpark	G / B / R	3
11	Central Pointe	G / B / R / ST	2
12	West Valley Central	G	5
13	Millcreek	B / R	2
14	Meadowbrook	B / R	8
15	Murray North	B / R	8
16	Murray Central	FR / B / R	16
17	Fashion Place	B / R	7
18	Bingham Junction	R	3
19	Historic Gardner	R	2
20	West Jordan City Center	R	8
21	2700 W Sugar Factory	R	6
22	Jordan Valley	R	34
23	4773 W Old Bingham Hwy	R	3

#	Station Area	Rail Service	UTA Property (Acres)
24	5651 W Old Bingham Hwy	R	23
25	Midvale Fort Union	B	7
26	Midvale Center	B	8
27	Historic Sandy	B	8
28	Sandy Civic Center	B	35
29	South Jordan	FR	14
30	Crescent View	B	5
31	Kimballs Lane	B	4
32	Draper Town Center	B	11
33	Draper Frontrunner	FR	6
34	Lehi	FR	11
35	Orem Central	FR	11
36	Provo Central	FR	14

corridor, in Ogden, Provo, Sandy, and Salt Lake City. Rail services includes a commuter rail line, three light rail lines, and a streetcar line. Along these lines are 16 commuter rail stations, 50 light rail stations, and six streetcar stations. Many of these stations are currently used as park-&-rides, and transfer hubs, allowing modal changes between automobile, bus, and rail service. 111 Bus routes weave to and from rail stations, allowing patrons to reach more specific destinations and

Fig 4.2 - List of UTA Stations and Nearby Properties



creating a first-last mile connection.

UTA has acquired a total of 452 acres of property (excluding corridor) around its stations to make transit more accessible to its patrons. Currently this property is being used for bus loops, surface parking, and drop-off areas. Within the UTA system, 36 station areas contain UTA property; 14 of which are located near commuter rail and 22 of which are located near light rail. The average amount of contiguous property within these 36 station areas is 12.55 acres.

Stewarding Public Investments

It is UTA's mission to strengthen and connect communities, enabling individuals to pursue a fuller life with greater ease and convenience. UTA's primary purpose is to provide safe, accessible, and convenient transit options. The more successful UTA is at accomplishing this high-quality service, the more people will value and utilize this critical investment, and the more the Wasatch Front will realize the associated benefits.

By collaborating with other organizations, governments, and communities, UTA collectively forms a nexus between transportation and land use. This is clearly reflected in the ethos of UTA's True North, a policy that revolves around service, people, environment, community, and stewardship. Properties that UTA controls are public investments acquired through a combination of federal, state, and

local funds. UTA is committed to stewarding these properties and ensuring a maximum benefit to the general public. This is primarily accomplished as UTA works closely with its development partners and local leaders to ensure that plans and designs stay true to the regional and local community's vision.

UTA recognizes that the utility of its transit infrastructure and operations is determined by the intensity and accessibility of households, shops, services, and job opportunities near its stations. As UTA converts its vacant land and surface park and ride facilities, and more origins and destinations are located near transit stations, a larger portion of the population is able to satisfy everyday needs without an automobile, therefore increasing transit ridership. As ridership increases, and transit is better integrated into the community fabric, property near transit stations is perceived as more valuable by the private development community. As this cycle continues, real estate markets surrounding stations are strengthened, becoming more resilient and beneficial to their respective communities,



neighboring landowners, as well as UTA.

TOD does not merely improve the built environment, it enhances opportunities and social equity. UTA and its partnering entities strive to create balanced environments that open opportunities for individuals to work, live well, and remain self-reliant. As individuals along the Wasatch Front continue to witness and experience the benefits of living and working near transit, communities will increasingly see transit as an essential asset.

Supporting the Regional Vision

Another way UTA is able to accomplish its True North policy and act as a good steward of public investment is to assist with the creation and execution of the Regional Vision. As was described in section two, the Regional Vision provides a long range perspective for future development along the Wasatch Front. It encourages practices that strengthen the regional economy, integrate transportation modes, and improve social equity. These practices are supported by UTA and





SECTION 5

Processes & Procedures



are integral to the Transit-Oriented Development Program.

Supporting the Regional Vision requires consistent collaboration with Metropolitan Planning Organizations, WFRC and MAG, and local governments. UTA works closely with regional partners by participating in small area meetings, regional growth committees, and other community engagement activities that relate to long range planning. The result of this collaborative method is a Regional Vision and Long Range Transportation Plan that are built upon the priorities and values of our region.

Framework Overview

UTA has developed a comprehensive development process to facilitate collaboration between public and private interests (the “Framework”). It is understood that the motivations of public and private sectors can be very different. As stated in the previous section, UTA’s mission is to provide the public with a socially equitable and comprehensive transportation system. To satisfy this mission, UTA is required to comply with federal, state, and local requirements, all of which can be perceived by private entities as slow-moving and bureaucratic. In contrast, private processes are typically motivated by maximizing revenue as quickly as possible. In order to account for

these differences, the Framework allows flexibility so that external requirements can be satisfied and projects can move forward at a reasonable pace.

Each project is organized using a standardized role map, project checklist, and approval matrix. By creating such standards, it is possible for any interested party to understand where a project is



Standard Operating Procedures

within the Framework, and what tasks, approvals, and timelines may be anticipated. This becomes increasingly important as a project transitions from the Planning Stage into the Implementation Stage, as timeframes become financially relevant.

To ensure that the process is performed in a systematic and transparent manner, a series of standard operating procedures (SOP's) have been developed and are maintained under the direction of the President/Chief Executive Officer of UTA. These SOP's comply with all other corporate policies and will be updated on an as-needed



Development Framework

<https://goo.gl/GC154h>



TOD System Plan

<https://goo.gl/BP5qsB>



Station Area Plan

<https://goo.gl/HEKnJh>



Concept Plan & Procurement

<https://goo.gl/ebqmGr>



Master Plan

<https://goo.gl/UCCKLx>



Site Plan

<https://goo.gl/SFCgn8>



Financial Plan

<https://goo.gl/pS1uhU>



Construction Management

<https://goo.gl/GpqPzU>



Property Management

<https://goo.gl/wBPM9e>



Planning

Time: 12-18 Months

Allows UTA to coordinate planning efforts with regional organizations, local governments, and communities.

Implementation

Time: 8-12 Months / Phase

Facilitates a collaborative design and review process between UTA and its development partners.

Management

Time: Ongoing

Ensures that projects are constructed without negatively impacting UTA facilities or services.

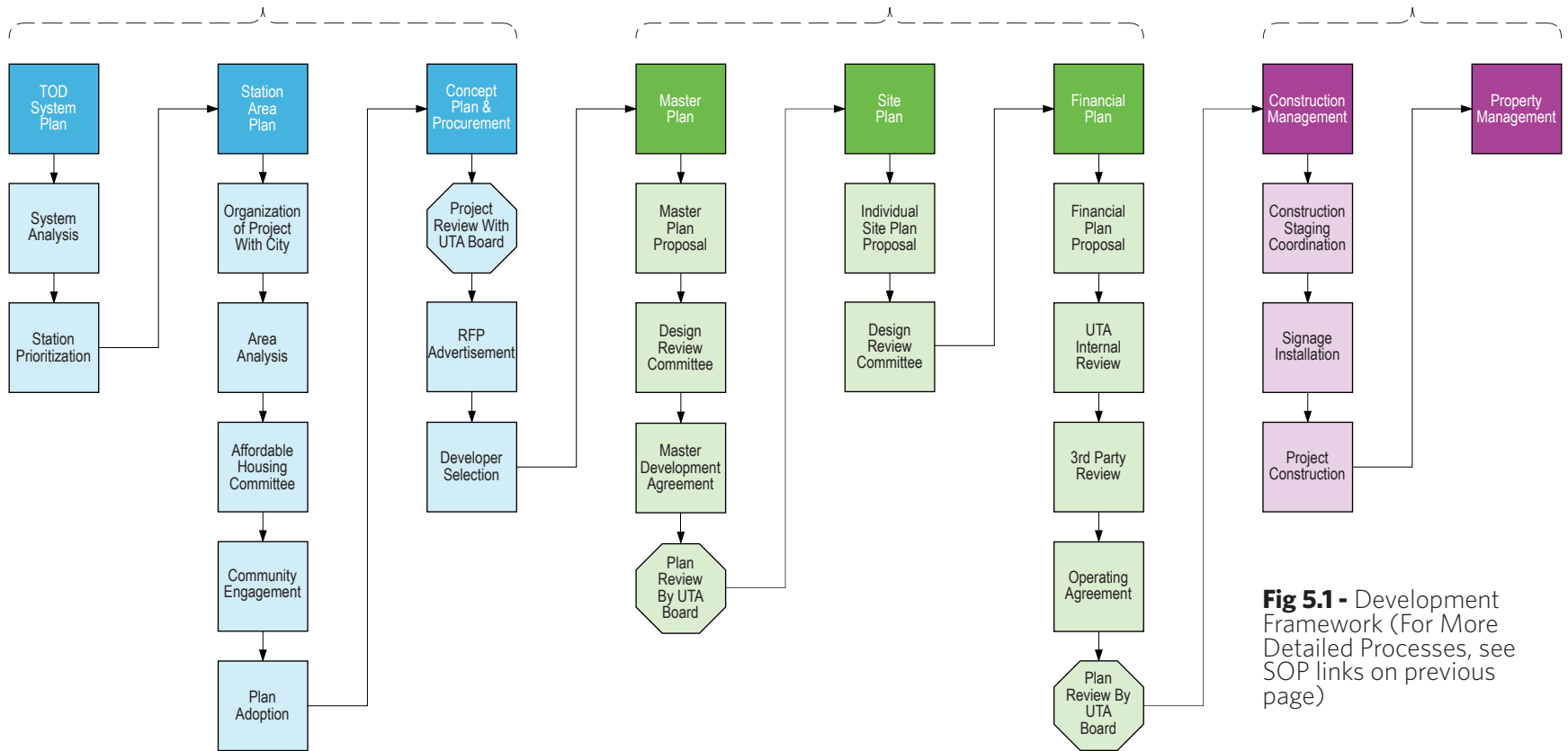


Fig 5.1 - Development Framework (For More Detailed Processes, see SOP links on previous page)



basis. For a complete list of these SOP's, please visit the official UTA TOD webpage at www.rideuta.com/tod.

The TOD Framework consists of three basic stages: Planning, Implementation, and Management. This organization allows projects to be organized and effective partnerships to form relevant to each stage. Within each of these stages, individual plans and processes provide direction for specific tasks to progress projects openly and systematically. Collaborative relationships between regional organizations, local municipalities, communities, development partners, and UTA are established. Stakeholders come together to share ideas and visions, solve problems, and ensure that each project is completed in a manner consistent with the objectives of all parties.

Planning Stage

UTA begins planning for TOD by identifying which station areas are most ripe for development and determining which types of development are most compatible with particular station areas. This is accomplished by analyzing each station within the transit system, based on objective criteria and in collaboration with the MPOs, and prioritizing stations according to their readiness. Findings and recommendations from this assessment are documented in a TOD System Plan (or the "System Plan"). The System Plan provides a holistic analysis to inform subsequent Station Area Plans and future development efforts around each respective station.



The readiness of a station area is determined by measuring the social and economic dynamics, physical character, market indicators, and municipal regulations surrounding each station. Two specific factors that are measured as part of the TOD System plan relate to access to opportunity and eligibility for affordable housing funds. Access to opportunity is measured by identifying how

many job and educational opportunities exist within a 30-minute transit commute. By including this as a metric in the TOD System Plan, it is possible to identify sites where affordable housing would be most effective. Household incomes are then measured around stations to ensure that these areas meet the qualifications for Low Income Housing Tax Credits (LIHTC) and other affordable housing funds. These factors are used to objectively assess each station at a given point in time and prioritize those stations that are most conducive to development.

The TOD System Plan is intended for use by a diverse audience for a variety of purposes. Local municipalities are able to use this information to understand what factors may be adjusted to improve

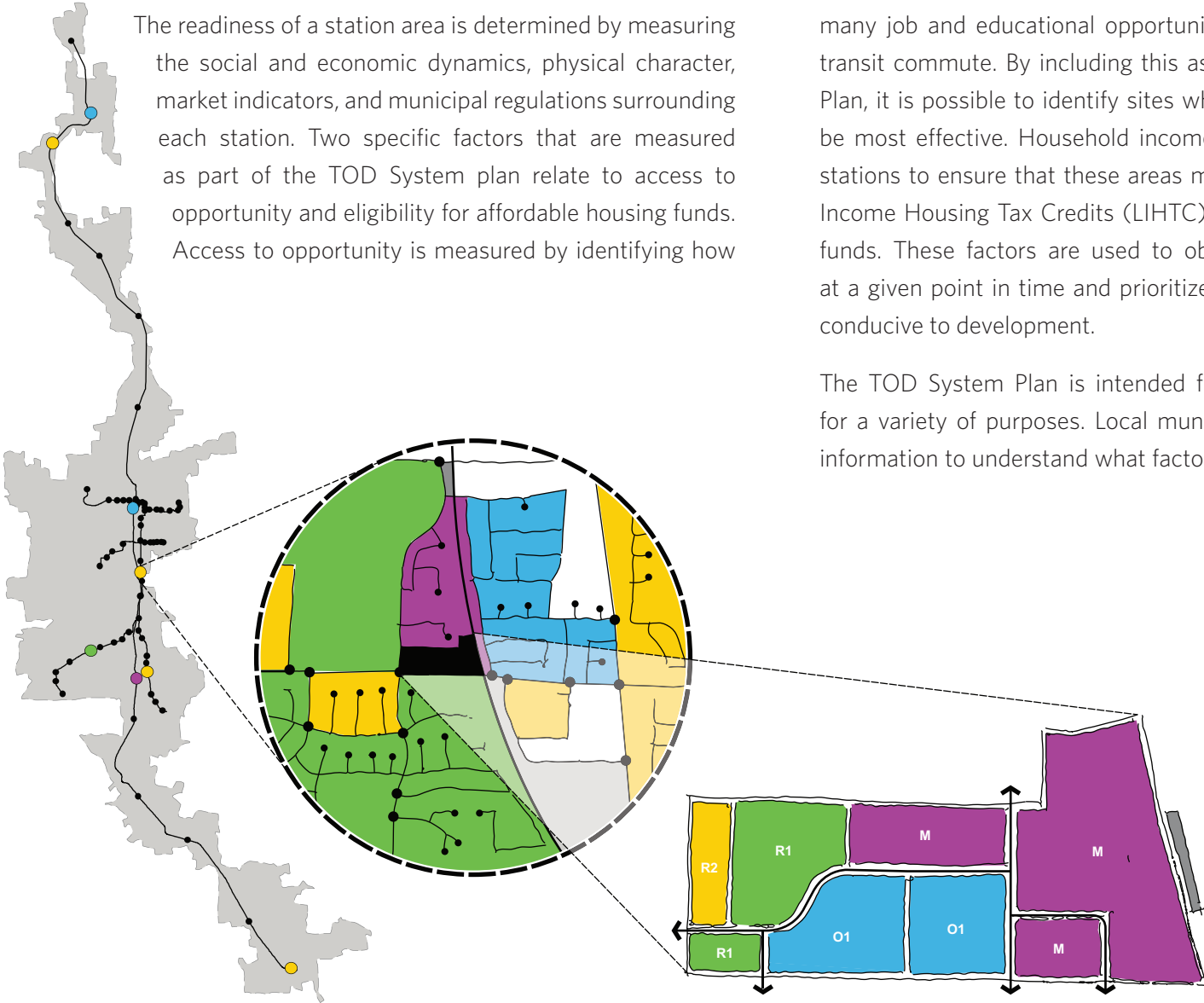
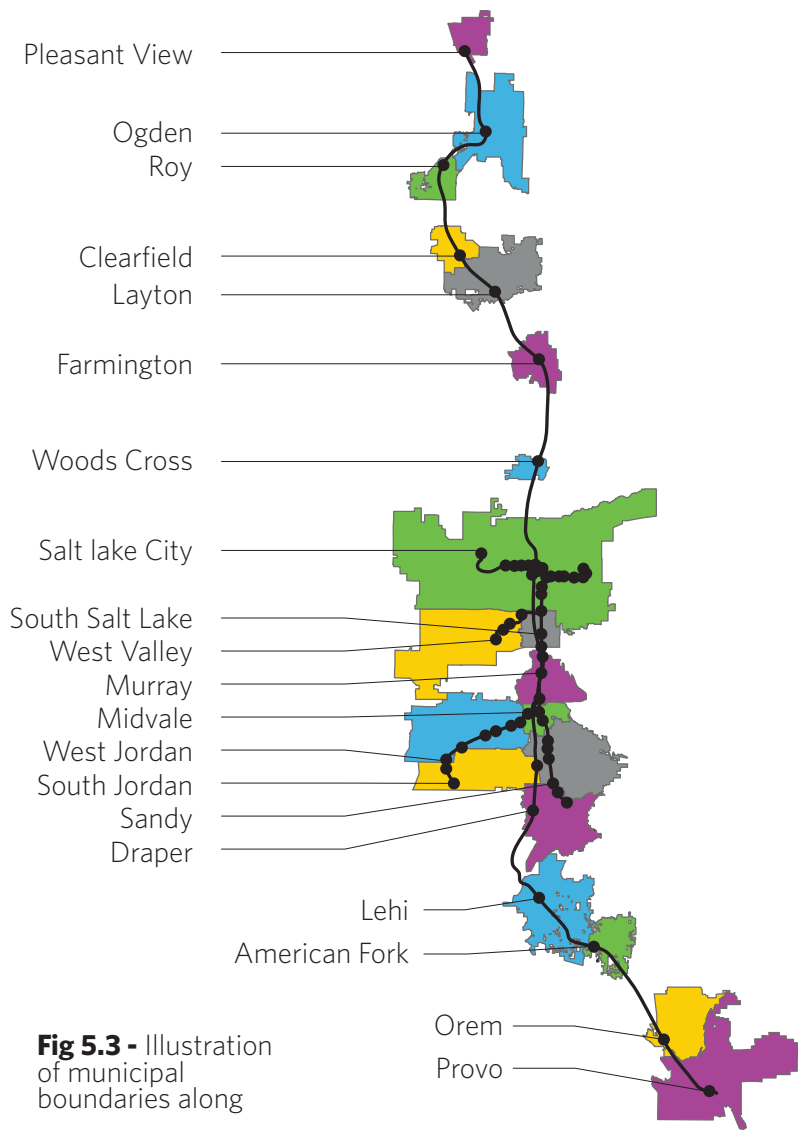


Fig 5.2 - Illustration of Planning Processes (From Right to Left: TOD System Plan, Station Area Plan, Conceptual Plan)



the feasibility of TOD within their respective station areas. The development community is able to use this information while considering site selection and project planning. UTA uses this information in order to identify which station areas are ready for development, so that it may begin the Station Area Planning Process with respective communities.

Station areas vary in size and land uses, in a similar way to centers described in the Wasatch Front 2040/50. Metropolitan and urban centers, where a large variety of transit options are present, are described as covering a large area containing high-intensity mixtures of uses. While in the more suburban and rural areas, centers are described as covering smaller areas containing less intense land uses. Station areas are identified and planned so that development around the station may be easily managed by its respective municipality and community.

For those areas that appear ready for TOD, UTA works closely with the respective municipalities and local communities to create Station Area Plans. The purpose of these plans is to formulate a vision for the area that is informed by an assessment of existing conditions, as well as community feedback. Station Area Plans are used to form a baseline upon which the municipality and UTA may plan and implement, infrastructural improvements, affordable housing, ordinance amendments, and design guidelines. With the Station Area Plan completed and adopted by the respective municipality,





policies and public investments encouraging the appropriate type of development may be put into place.

During the Station Area Planning process, affordable housing provisions are addressed specifically. This begins by first assessing information included in the relevant General Plan that pertains to affordable housing. This information is used to form a basic understanding upon which additional analyses may be performed to identify affordability gaps and market feasibility. After identifying the need for affordable housing, types of funding are researched and documented for further consideration in the Implementation Stage.

An Affordable Housing Group is organized to validate findings and further explore solutions for a specific station area. This group consists of representatives from state, regional, local housing organizations, and representatives from the community. The main purpose of this group is to review the findings documented during the Existing Conditions Assessment and identify where affordable housing would be most appropriate, how it might be stratified, and what types of funding are available for development. Recommendations made by Affordable Housing Groups are used to facilitate conversations with communities and to eventually establish a preferred vision for a station area.

Strategic Recommendations are included in Station Area Plans

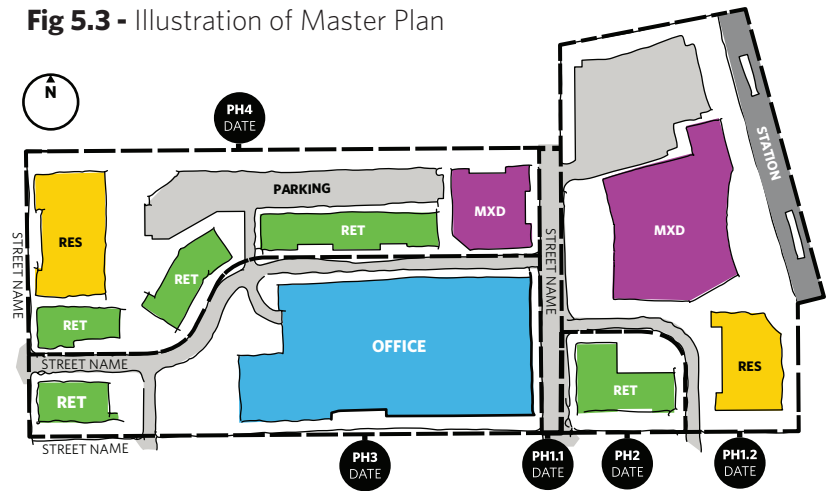
with the intention of identifying critical steps to progressing a TOD project consistent with regional, local, and transit objectives. These recommendations may involve things such as; amendments to zoning ordinances or maps, the establishment of Community Development or Redevelopment Areas, or modifications to the municipal Capital Improvement Program. It is imperative that these recommendations are compatible with a municipality’s priorities and values, especially those that relate to the neighborhoods directly adjacent to a station area. Upon completion of these Strategic Recommendations, it is generally expected that the Station Area Plan will be adopted by its respective municipality.

The final step of the Planning Stage is to compile and document all findings from both the TOD System Plan and Station Area Planning Processes. These findings are used to inform the procurement process selection criteria, as well as material for Master and Site Plan Reviews.

Implementation Stage

The primary purpose of the Implementation Stage is to provide a uniform method for UTA and its partners to realize plans and objectives established during the Planning Stage. This is accomplished by collaborating with private developers and local communities. If UTA controls property within a Station Area Plan, a development partner will be selected through a rigorous and open procurement process.

Fig 5.3 - Illustration of Master Plan

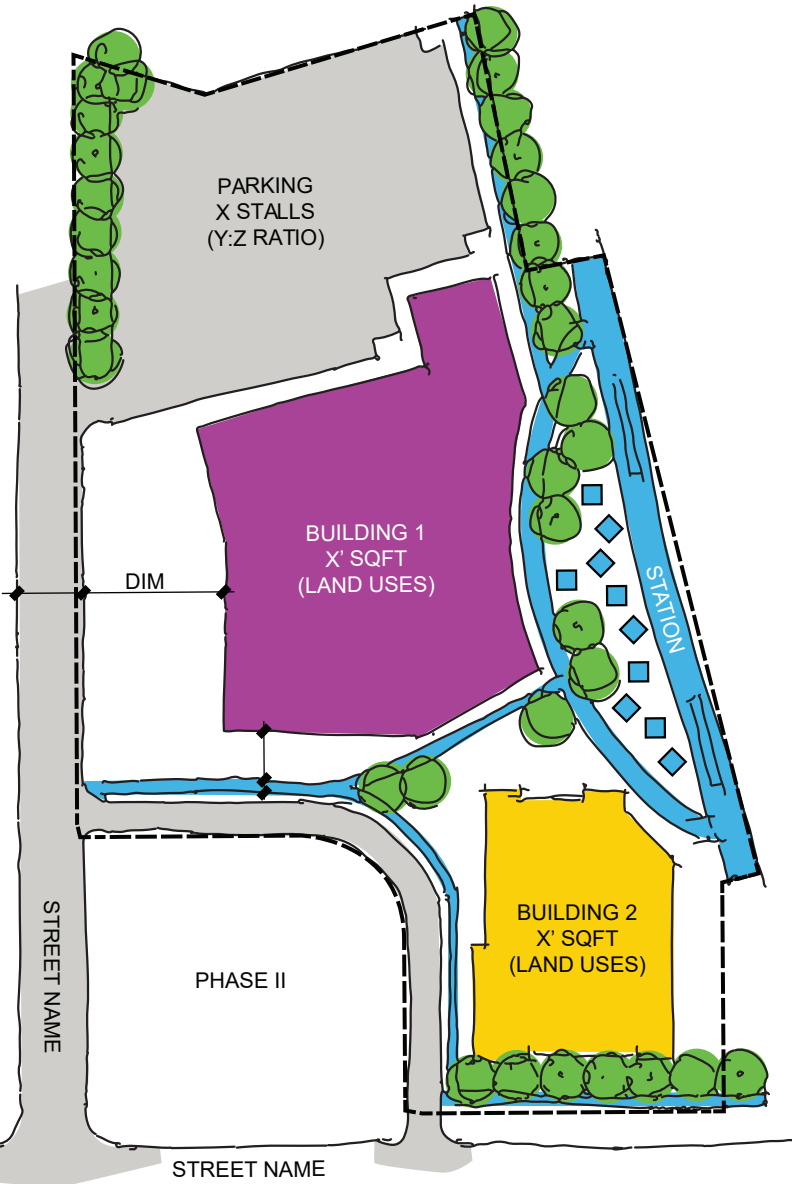


Prospective partners will be evaluated according to qualifications and expertise necessary to achieve the outcomes identified in the Planning Stage. With its development partners, UTA ensures that master planning and site planning is done with public interests in mind and that the final product offers the maximum regional and community benefit.

The TOD Procurement Process allows UTA to identify and select development partners who are best-suited for specific development projects. This is done publicly through Request for Qualifications and Proposals (“RFQ-P”). Using information from the Station Area Planning Process, UTA identifies site-specific considerations, land uses, community needs, and design standards that have been discovered through the Station Area Planning Process. These standards are then included in RFQ-P documents in order to attract



Fig 5.4 - Illustration of Site Plan



developers whose skills and expertise align with the community’s vision. Responses to RFQ-Ps are evaluated by a selection committee made up of UTA and city personnel, as well as other stakeholders as deemed necessary during the Station Area Planning process, in order to identify the best-suited developer for the project. The selected development partners have the prerogative to proceed with master planning and design efforts per the terms, milestones, and deadlines identified in an Exclusive Negotiations Agreement.

In multi-phased developments, Master Plans are created in collaboration with city staff, UTA personnel, its development partners, consultants, and contractors (the “Development Team”) to ensure that the ultimate build-out of the site is consistent with the Regional Growth Vision and Station Area Planning efforts. The Master Plan provides a general description of the development program for all phases of development, site layout, development phasing, and projected schedule. The Master Plan is accompanied by a corresponding Master Development Agreement which establishes general terms between UTA and its development partner and governs all phases of development.

Site Plans are generated by the Development Team as individual phases of development are identified and readied for construction. Site Plans include the final footprint and orientation of buildings, streets, plazas, amenities, landscaping, and other features to be constructed within the scope of that phase. Site Plans are accompanied by an Operating Agreement, Ground Lease Agreement, or other applicable

instrument between UTA, its development partner, and other investors as necessary. The Operating Agreement defines the terms and conditions for development and management of the assets to be constructed during that phase. It also defines ownership interests as well as calculation and sequencing of cash distributions.

UTA has organized a multi-disciplinary Design Review Committee (“DRC”) to review Master Plans, Site Plans, and designs proposed by development partners. The DRC ensures that proposals adhere to UTA’s general TOD Design Guidelines, meets requirements set forth in the RFQ-P, reflects the community’s interests, and protects the transit-critical functions of the site. The DRC consists of representatives from various departments within UTA, as well as other stakeholders as necessary. DRC reviews are intended to complement and augment the existing city review process. Development partners have the obligation to shepherd the project through all required entitlement processes.

Financial Plan

The Financial Plan is produced by UTA’s development partners

for individual development phases. Its purpose is to formalize the financial terms of the proposed phase of development. They include the applicable legal instrument (Operating Agreement, Ground Lease Agreement, or other), development pro formas, loan terms, and other relevant documentation. Financial Plans are reviewed by UTA TOD, legal and executive staff, as well as a third-party expert consultant, to ensure that the terms are market feasible, ethical, and an efficient use of public investment. All reviews are made available to the UTA Board of Trustees, who ultimately decide if the proposed phase of development meets UTA criteria and warrants approval.

Certain properties that were purchased with federal grant funds, typically from the Federal Transit Administration (“FTA”), require additional review and approval prior to development. The Development Team seeks to create a project that meets the requirements and intent of the FTA’s Joint Development program, and UTA staff works with the FTA to obtain approval for the proposals at these sites.

Management Stage

As TOD construction often occurs at active transit stations, construction efforts must be well-orchestrated. It is imperative that transit patrons, parking, or operations are not unduly impacted. Prior to beginning construction, coordination efforts between UTA, its development partner, general contractor, and city staff mitigate





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Standard Operating Procedures (Draft 5.0)

Development Framework Standard Operating Agreement

Purpose:

To Provide a uniform and standard method for planning, implementing, and managing UTA involvement in transit-oriented development within the Wasatch Front Region, while focusing on the basic (fundamental) goals and objectives of UTA and the TOD Program. The Development Framework connects a series of more detailed processes together, allowing individual projects of varying scale and complexity to be managed in an orderly and transparent manner.

Administrative Standards:

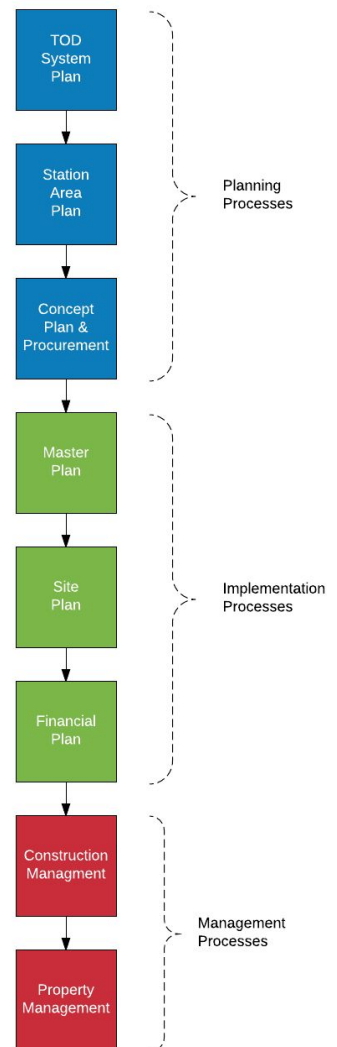
- **Framework Ownership:** All TOD projects are to be overseen by the Sr. Manager of Real Estate and Transit-Oriented Development (“Manager”). At the onset of each project, roles are to be designated by the Sr. Manager and tasks assigned to staff of the Real Estate and TOD Departments. At the onset of each project, involved staff is to provide the Manager with a statement clarifying that no conflicts of interest exist that may compromise their ability to objectively participate in that project.
- **Legal Counsel:** Legal counsel will generally advise UTA TOD Staff regarding TOD in accordance with Rule 2.1 of Utah Rules of Professional Conduct. UTA TOD staff will familiarize legal counsel with the status of all proposed or active TOD projects throughout the planning, implementation, and management stages in order to protect UTA’s interests and promote UTA’s compliance with law and contractual obligations. Legal counsel will attend significant TOD project meetings throughout the various stages of the Development Framework. Legal counsel will also assist in the negotiations and coordination with stakeholders and partners, including the FTA, where appropriate. Legal counsel will assist TOD management in the identification and resolution of conflicts of interest. UTA TOD staff will act on Legal Counsel’s advice according to their discretion. Legal counsel will review and approve all agreements related to TOD projects that bind or obligate UTA “as to form,” including, but not limited to, the exclusive negotiation agreements, master development agreements, operating agreements, RFPs, restrictive covenants, and property dispositions. For purposes of legal counsel’s review of UTA’s TOD legal documents, “as to form” means that the contract is legally valid and binding, technically complies with the law, and institutes safeguards such that UTA may continue compliance with the law. “As to form” does not amount to an approval of the purpose, wisdom, or need for the contract, or that the contract is in UTA’s best interests or eliminates exposure to liability.
- **Project Role Map:** Each project is to contain a role map that lists the roles and responsibilities necessary for the successful of the project, as well as the names and contact information of involved parties (Appendix A).

- **Project Approval Checklist:** Individual development projects are to be tracked using a standard checklist listing the necessary approvals contained within the Development Framework (Appendix B).
- **Documentation Standards:** Project documents are to be organized using a file structure that reflects the processes contained in the Development Framework. Individual folders and files within the following structure may vary depending on project requirements:
 - Root Drive:\\ TOD \ Project Name \ System Plan \ Folder \ ...

Development Framework Process:

The Development Framework consists of three successive stages: Planning, Implementation, and Management. In order for a project to proceed from one stage of the Framework to another, it must complete the necessary processes, tasks, and approvals prescribed.

- **Planning Stage:** The essential function of the Planning Stage is to assess the conditions surrounding each station within the UTA System, to select stations that are prepared and to work with individual cities and communities to establish plans for future development. This is accomplished through the TOD System Plan, Station Area Plan, and Procurement processes.
- **Implementation Stage:** The essential function of the Implementation Stage is to work with development partners to produce plans that accurately reflect the findings and recommendations made in the Planning Stage, and prepare a site for construction. This is accomplished through the Master Plan, Site Plan, and Financial Plan processes.
- **Management Stage:** The essential function of the Management Stage is to ensure that projects are constructed in a manner that does not endanger, hinder, or deter UTA patrons from using transit facilities, and that the management of completed projects encourages and incentivizes transit ridership. This is accomplished through Construction Management and Property Management processes.



TOD System Plan Standard Operating Procedure

Purpose:

Assess the land availability, public support, accessibility, and market strength surrounding the UTA transit system, for the sake of understanding both the current and desired conditions for each station area. The regional vision (Wasatch Choice 2040) is to be used as a basis for station types and definitions. A standardized data set is to be used to assess the various conditions of each station and produce an index describing which stations are best suited for development.

Scale and Scope:

The TOD System Plan is regional in nature, the area being determined by existing and potential transportation facilities. This plan is updated on an annual basis and depicts which projects are currently in some stage of development, and which transit hubs are prepared to begin development.

Roles and Responsibilities:

- The TOD System Plan is to include regional partners and stakeholders. At minimum this is to include UTA and any Metropolitan Planning Organizations that directly relate to the UTA transit system.
- Other participating parties may include representatives from State, County, and Municipal organizations, as necessary.
- Participating parties are to assist with creating, acquiring, and updating process inputs, especially the Unified Transportation Plan and Regional Vision (Wasatch Choice 2050).

Approvals:

The TOD System Plan is presented to the UTA Board of Trustees on an annual basis. During this presentation, the Board of Trustees approves of projects that have been identified as “high priority projects”, that UTA will pursue through the subsequent year.

End Products:

The end product of the TOD System Plan is a common interface that depicts the priority of TOD at individual stations, as well as a typology that describes what type of development is anticipated to occur. This interface is to be both in- and out-facing, and is intended to be consumed by UTA, local governments, private developers, as well as the general public.

TOD System Plan Process:

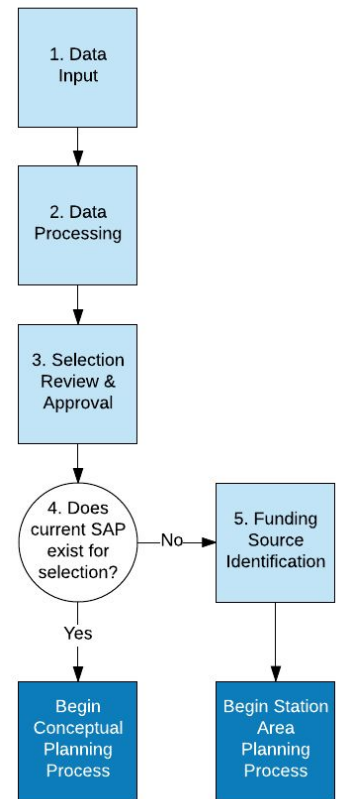
1. Data Input: The TOD System Plan utilizes and interprets an array of data pertaining to; market strength, land availability, public support, and accessibility. To decrease the user error risks, the TOD System Plan is designed to gather data inputs automatically and on a regular basis.

2. Data Processing: Data inputs are used to calculate which stations within the UTA System exhibit the best conditions for development. As with Data Input, this task is performed automatically, by the TOD System Plan. Some Data Inputs, such as public support may require manual entries.

3. Selection Review & Approval: On an biannual basis, the TOD Department is to export a status report from the TOD System Plan, for the purposes of validating the priorities depicted in the common interface, and to communicate TOD priorities to the UTA Board of Trustees. If irregularities are evident in the exported report, recalibration of the data inputs and processing is to be considered.

4. Does Current Station Area Plan Exist for Selection?: Individual stations that are categorized as “high priority” within the TOD System Plan are to be assessed to see if a current station area plan exists. If a station area plan does not exist for the station, preparations are to be made with the respective local government to begin the planning process. If a station area plan does exist, findings from the station plan are to be reviewed for the purpose of the conceptual planning and procurement processes.

5. Funding Source Identification: Instances in which a current station area plan does not exist, UTA staff is to collaborate with regional organizations, local governments, and other stakeholder groups to identify funding sources that may be used to complete a station area plan.



Station Area Plan Standard Operating Procedure

Purpose:

Determine a shared vision that is informed by examining how the area surrounding a station is presently being used, and how the respective community perceives its future. Station Area Plans are to be informed by an assessment of any plans and policies that have been adopted by the respective city, an analysis of the existing conditions within the station area, and feedback gathered from community engagement functions (i.e. open houses, surveys, forums, charrettes, etc). A series of strategic recommendations that describes a course of action, especially relating to changes in land use regulations and capital improvements within the Station Area, is to be included in all instances.

Scale and Scope:

Plan areas are to be centered around transit hubs, and encompass an approximate area one half mile from said hub. The final plan area is to be defined by the respective local government and may be used for the purposes of analysis, community engagement, and final recommendations.

Roles and Responsibilities:

- Specific individuals, organizations, and public entities will be informed by a plan boundary and directly relate to those properties contained in said boundary.
- At minimum, the station area plan is to include a representative from UTA and a representative from the respective local government who understands the planning efforts and/or affordable housing needs of the area in question.
- Other participating parties might include; local housing Authorities, neighbors and/or landowners, business communities, metropolitan planning organizations.

Approvals:

Adoption of station area plans is subject to the local governing body that maintains land use jurisdiction within the Station Area.

End Product:

The end product of the Station Area Planning Process is a plan that; identifies where opportunities and constraints occur within a station area, identifies where affordable housing might be appropriate and in what capacity, describes a preferred vision shared by the community within and around the station area, and provides strategic recommendations that may be pursued by both UTA and the respective Local Government.

Station Area Planning Process:

1. Formalize Scope: At the onset of the Station Area Planning Process, a scope is to be organized that identifies the plan area, project team, individual tasks, and a general schedule.

2. Adopted Plans: Previous plans and/or research that pertains to the station plan area is to be assessed and included in the plan.

3. Existing Conditions Analysis: Research is to be conducted that explores and identifies the conditions of the socioeconomic dynamics, real estate market, built environment, and accessibility within the plan area. Existing condition findings are to be synthesized and used to produce an opportunities and constraints map.

4. Affordable Housing Committee: A group of housing specialists are to be convened in order to discuss affordable housing needs within the plan area.

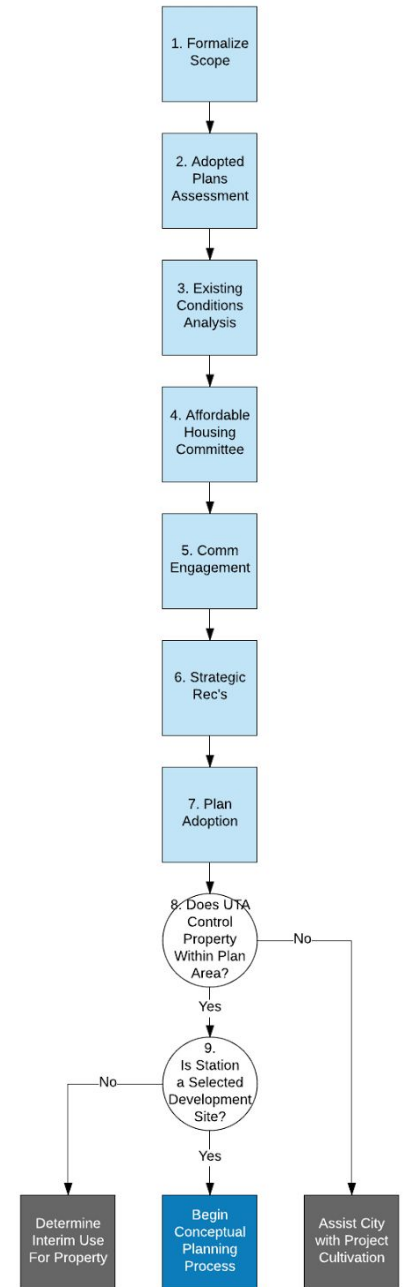
5. Community Engagement: Findings from tasks 2-4 are to be shared with communities within and around the station plan area in a public forum. The purpose of engaging the community is to gather feedback and arrive at a preferred vision.

6. Strategic Recommendations: Findings from tasks 2-5 are to be used to craft a series of strategic recommendations.

7. Plan Adoption: Adoption of station area plans is subject to the preference of the respective local government.

8. Does UTA Control Property Within Plan Area?: If UTA does not control property within the station plan area, the TOD Department is to assist the city with project cultivation. If UTA does control property within the station area, findings from the plan, as well as strategic recommendations are to be assessed to determine whether the conditions are appropriate for transit-oriented development to occur at that time.

9. Is Station A Selected Development Site?: If a station included in a station area plan has not been identified by the TOD System Plan as a “high priority station”, an interim use is to be identified for the property that UTA controls. In doing so, property may be preserved for a later time, when a greater opportunity is present. If a station included in a station area plan has been identified by the TOD System Plan as a “high priority station”, UTA property will proceed to the Conceptual Planning and Procurement Process.



Conceptual Plan & Procurement Standard Operating Procedure

Purpose:

Identify and formalize specific standards for the development of real estate controlled by UTA. Standards are to be directly informed by findings from the TOD System Plan and Station Area Plans, and are to include general qualities and metrics that communicate the expectations of UTA and the community to the private development community. Standards are to be used as the basis for Requests for Proposals, and are intended to form an objective basis for the selection of development partners.

Requests for proposals and developer selection are to comply with general procurement policies and other applicable corporate policies maintained by UTA.

Scale and Scope:

Conceptual plans and standards will be limited to properties controlled by UTA and other adjacent properties that are controlled by participating parties. The information contained in a conceptual plan is to be used to inform future developer procurements and eventual design review.

Roles and Responsibilities:

- Conceptual plans and RFP language are to be created by UTA TOD staff and are to be validated by those that assisted with the relevant Station Area Plan.
- Procurement processes are to be overseen by UTA Purchasing staff, in conjunction with UTA Legal Counsel.
- Selection committees that include interests from UTA, local governments, Metropolitan Planning Organizations, and other relevant organizations, are to be organized as the Procurement Team.

Approvals:

RFP's, accompanied by conceptual plans and other supporting documentation, are to be reviewed and approved by the TOC Subcommittee of the UTA Board of Trustees prior to being issued.

End Product:

The end product of the Conceptual Plan and Procurement Process is an Exclusive Negotiation Agreement with a developer who understands and is willing to adhere to UTA's expectations of a single development project.

Concept Plan and Procurement Process:

1. Assemble Procurement Team: At the onset of the Procurement Process, a team is to be assembled that represents the interests of UTA, the respective local government, the metropolitan planning organization, academia, and the chamber of commerce, and UTA Board of Trustees. Two members of the UTA Board are to be included on the procurement team; the acting chair of the TOC Committee, and a board member representing the respective area or region where the development site occurs. If either board member claims to have a conflict of interest, another board member is to be designated.

2. Draft Request for Proposals & Concept Plan: TOD staff is to produce a preliminary version of any procurement materials, including concept plans that relates findings from the TOD System Plan and Station Area Plan to a development concept. All procurement materials are to be reviewed by the procurement team and revised as needed.

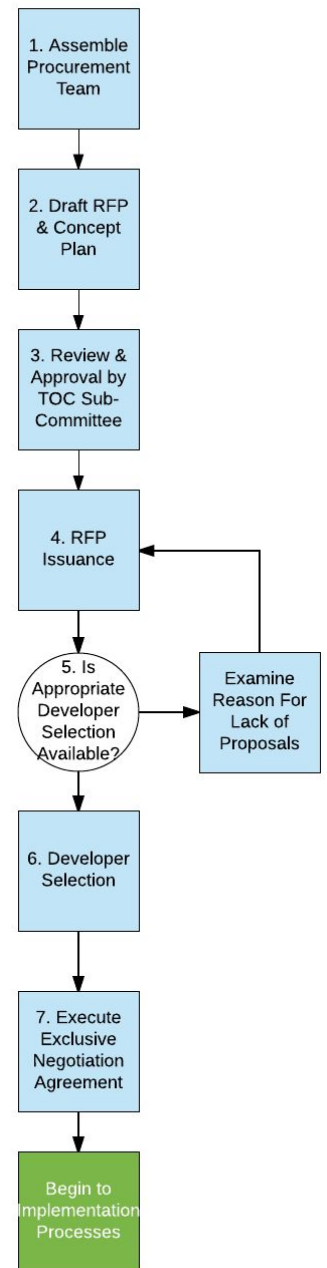
3. Review & Approval By TOC Sub-Committee: RFP's, accompanied by conceptual plans and other supporting documentation, are to be reviewed and approved by the TOC Subcommittee of the UTA Board of Trustees prior to being issued.

4. RFP Issuance: RFP materials are to be advertised in a manner that is consistent with other procurement policies maintained by UTA.

5. Is Appropriate Developer Selection Available?: Responses to RFP's are to be assessed and scored formally, by the Procurement team. If no proposals meet the standards set documented in the TOD System Plan or respective station area plan, the RFP will either be re-advertised with modifications, or an interim use will be identified for the property being advertised.

6. Developer Selection: RFP responses are to be assessed, and developer selections are to be finalized in a manner that is consistent with other procurement policies maintained by UTA.

7. Execute Exclusive Negotiation Agreement: After a development partner has been formally selected by the Procurement Team, UTA will enter into an Exclusive Negotiation Agreement with the respective developer. At a minimum, Exclusive Negotiation Agreements are to provide a timeframe for the completion of a master plan.



Master Plan Standard Operating Procedure

Purpose:

Organize the overall development program, phasing, and schedule for a single project. Master Plans are to include specific land uses and building orientation, capital improvements, active transportation improvements, parking supply and location, and phases in which development will occur. Master plans are preparatory documents, allowing resources to be organized for the development of individual phases.

Scale and Scope:

Master Plans are to include all properties controlled by UTA, that occur within a single station area. Additional properties may be included if adjacent landowners desire to participate.

Roles and Responsibilities:

- Development partners are to oversee the planning and design of the Master Plan. It is the responsibility of the developer to ensure that any consultants and contractors are aware of the standards set forth in the respective conceptual plan.
- A representative of the local land use jurisdiction should be involved to advise both UTA and its development partner of any pertinent regulations and/or policies that could influence the Master Plan.
- UTA TOD staff is to work alongside development partners during the planning and design process, to make recommendations based on the UTA TOD Design Guidelines.
- The Design Review Committee, consisting of various UTA and local government staff, is to review all Master Plans, for the purpose of refining the plan and making recommendations to the UTA Board of Trustees.

Approvals:

All master plans are to be reviewed and approved by the TOC Sub-Committee and the UTA Board of Trustees.

End Product:

The end product of the Master Plan Process is a Master Development Agreement. Said agreement is to be based upon a development program that describes street improvements, specific land uses, building placements and square footages, as well as the schedule of development phases.

Master Plan Process:

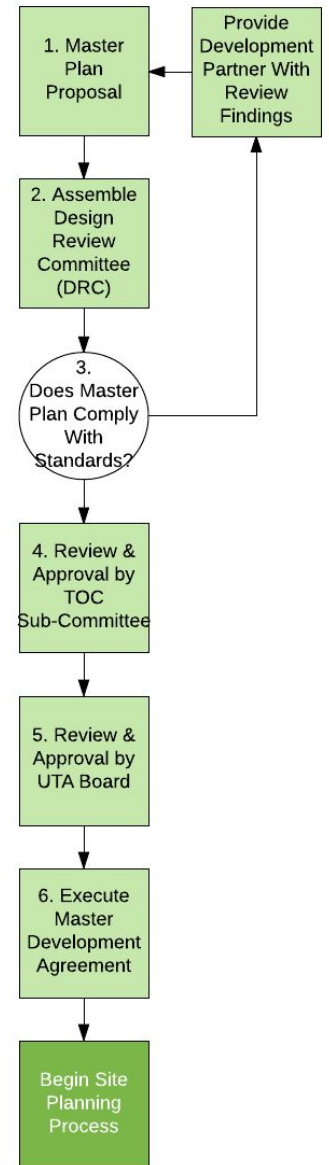
1. Master Plan Proposal: Master plan proposals are to be completed by development partners within the timeframe defined in a project's Exclusive Negotiation Agreement. Master plan proposals are to adhere to the standards set in the TOD System Plan and respective station area and concept plans. The TOD Department is to work alongside development partners to ensure that the aforementioned standards are clear to any planning and design consultants who are working on a development project.

2. Assemble Design Review Committee: The Design Review Committee is to include representatives from the various Departments at UTA, and is to review all master plan proposals to ensure that they comply with the standards set during the Planning Stage of the Development Framework, as well as other UTA standards.

3. Does Master Plan Comply With Standards?: If a master plan proposal does not comply with the aforementioned standards, the Design Review Committee is to provide the development partner with a list of findings that may be used to refine the proposal. It is then the development partners responsibility to refine the proposal and resubmit.

4 & 5. Review & Approval by TOC Sub-Committee and UTA Board: After master plan proposals have been refined and the Design Review Team finds it to be compliant with any applicable standards, proposals are to be reviewed by the TOC Subcommittee of the UTA Board of Trustees. If a master plan proposal is found to be compliant by the TOC Subcommittee, that master plan proposal will proceed to the UTA Board of Trustees with a positive recommendation from the TOC Subcommittee.

6. Execute Master Development Agreement: Upon approval from the UTA Board of Trustees, the TOD Department and development partners are to execute a Master Development Agreement (MDA).



Site Plan Standard Operating Procedure

Purpose:

Prepare the final design of any improvements that are identified in a single phase of a Master Plan. Site Plans are to be used to finalize the entitlement process with local land use jurisdictions, and to receive approval by the UTA Board of Trustees to proceed with planning financial and legal terms.

Scale and Scope:

Site Plans are to include one phase of development, as described in a Master Plan. Within this plan, specifications are to be the same as those found in the final construction documents, approved by the respective city, or other local jurisdiction.

Roles and Responsibilities:

- Development partners are to oversee the planning and design of site plans. It is the responsibility of the developer to ensure that any consultants and contractors are aware of the standards set in the conceptual and master plans.
- UTA TOD staff is to work alongside development partners during the planning and design process, to make recommendations based on the UTA TOD Design Guidelines.
- A Design Review Committee, consisting of various UTA and local government staff, is to review all site plans, for the purpose of refining the plan and making recommendations to the UTA Board of Trustees.

Approvals:

All site plans are to be reviewed and approved by the Executive Committee. If sites plans deviate from what has been prescribed in a master plan, amendments are to be reviewed and approved by the TOC Sub-Committee and UTA Board of Trustees.

End Product:

The end product of the Site Plan Process is a completed set of documents that precisely describe, street and sidewalk locations, building orientation and architectural features, land use square footages. With said documents, development partners are able to begin modeling the financial aspect of the development proposal.

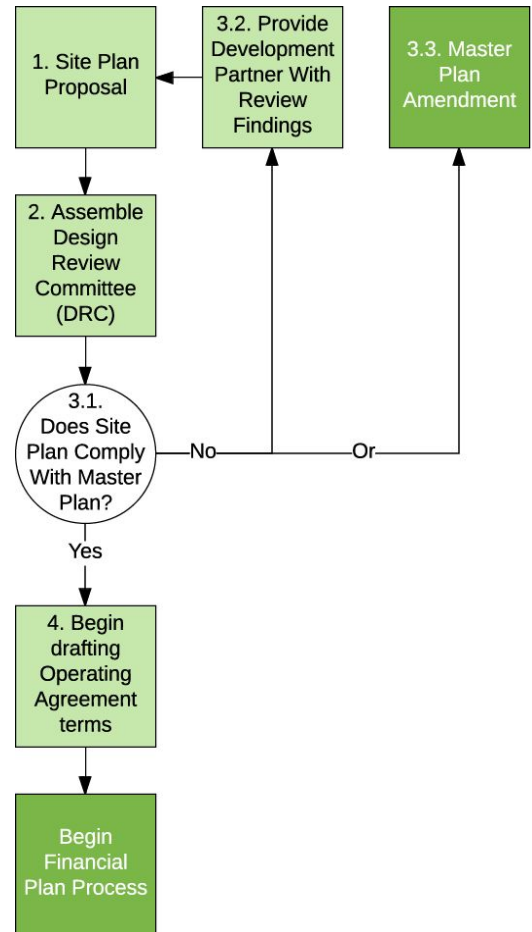
Site Plan Process:

1. Site Plan Proposal: Site plan proposals are to be completed by development partners within the timeframe defined in a project's Master Development Agreement (MDA). Site plans are to adhere to the standards set in a respective master plan.

2. Assemble Design Review Committee: The Design Review Committee is to include representatives from the various Departments at UTA, and is to review all site plan proposals to ensure that they comply with the standards defined in a respective master plan, as well as other UTA standards.

3.1-3.3. Does Site Comply With Master Plan?: If a site plan proposal does not comply with the aforementioned standards, the Design Review Committee is to provide the development partner with a list of findings that may be used to refine the proposal. It is then the development partners responsibility to refine the proposal and resubmit. If UTA staff and a developer partner determine that it is appropriate to deviate from what has been defined in a master plan, a Master Plan Amendment is to be recommended to the TOC Sub-Committee and UTA Board of Trustees. Master plan amendments are to be made out of necessity only, and must remain compliant with the standards defined in a station area plan.

. Begin Drafting Operating Agreement Terms: Upon approval by the Executive Committee, UTA staff and developer partners may begin negotiating terms to be included in the project Operating Agreement.



Financial Plan Standard Operating Agreement

Purpose:

Determine whether a proposed phase of development accounts for financial risks that are common to the real estate market. Plans will be reviewed by a neutral, third-party consultant to ensure standard, market projections, and to ensure that the interests of UTA are being properly observed.

All financial plans are to be formalized by an Operating Agreement, entered into by both UTA, the development partner, and any other property interests involved in the development. Operating Agreements are to explicitly document any and all deal terms involved with a phase of development, as well as ownership percentages.

Scale and Scope:

Financial plans are to account for the cost and income generated by a single phase of development. Costs and income are to be expressed using industry-standard metrics (i.e. NOI, ROI, NPV, etc), and documented in an industry-standard pro forma.

Roles and Responsibilities:

- Development partners are to oversee and produce the financial plan materials.
- UTA TOD staff is to work alongside its development partners, to accurately communicate UTA's position and negotiate terms of the Operating Agreement.
- A third-party consultant will be employed to review market assumptions and methods used to create financial proposals.
- UTA Internal Audit staff is to assess whether the certain controls have been observed by the TOD Department.

Approvals:

All financial proposals are to be reviewed by the UTA TOD Departments, a 3rd-Party Consultant, Vice Presidents & Chiefs, TOC-Subcommittee, and UTA Board of Trustees. These reviews will be premised upon an assessment performed by UTA Internal Audit staff, stating whether or not certain controls have been observed.

End Product:

The end product of the Financial Plan Process is an executed Operating Agreement, a reviewed set of financial materials (i.e. market research, pro forma, etc), and an assessment from the Internal Audit Department stating whether certain controls have been observed.

Financial Plan Process:

1. Financial Plan Proposal: Financial plan proposals are to be completed by development partners within the timeframe defined in a project's Master Development Agreement (MDA).

2. Review of Proposal by TOD staff: The TOD Department is to review all financial proposals and perform a cost-benefit analysis per standards defined within Title 17B, Chapter 2a, Part 8, Section 804 of the Utah State Code.

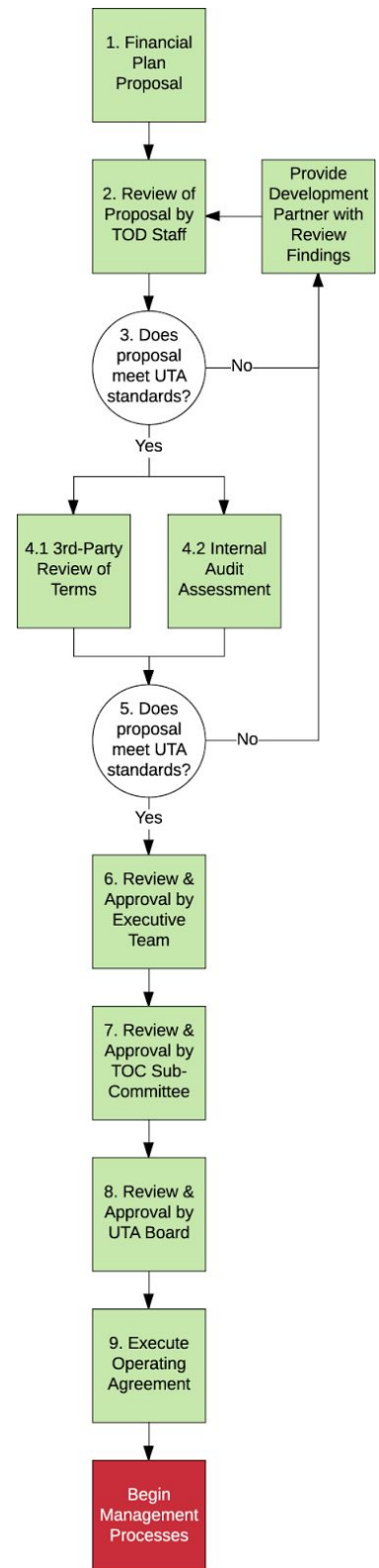
3. Does Proposal meet UTA Standards?: If a financial proposal does not comply with the aforementioned standards, the TOD Department is to provide the development partner with a list of findings that may be used to refine the proposal.

4.1-4.2: 3rd Party & Internal Audit Review of Terms: All financial proposals are to be reviewed by a 3rd-party and an assessment of the process is to be performed by the UTA Internal Audit Department. 3rd-Party consultants are to primarily review assumptions made in pro forma documents. The Internal Audit Department is to assess whether certain controls have been observed by the TOD Department.

5. Does Proposal Meet UTA Standards?: If a financial proposal does not comply with the aforementioned standards, the TOD Department is to work with the 3rd-party consultant to identify any inconsistencies or conflicts, and provide the development partner with a list of findings that may be used to refine the proposal.

6-8. Final Reviews: After financial plans have been reviewed by a 3rd-party consultant, and certain controls have been assessed by the Internal Audit Department, proposals will be reviewed sequentially by the vice presidents and chiefs, the TOC Sub-Committee, and UTA Board of Trustees.

9. Execute Operating Agreement: Upon approval by the Executive Committee, UTA staff and developer partners may finalize any negotiations necessary to finalize and execute the project Operating Agreement and prepare for construction.



Construction Management Standard Operating Procedure

Purpose:

Mitigate any negative effects created by construction sites, especially as they relate to transit operations and UTA patrons. Pre-construction planning and regular coordination with general contractors allows schedules and other important information to be communicated with the necessary departments and people within UTA.

Scale and Scope:

Construction management is to be assessed on a site-specific basis. Pre-construction plans are to be coordinated prior to the commencement of any site preparation or construction.

Roles and Responsibilities:

- Development partners are to oversee construction, along with a general contractor.
- UTA TOD staff is to work alongside its development partners, to attend regularly scheduled coordination meetings and communicate necessary information within UTA.

Approvals:

Building construction is to comply with any relevant standards set by the local government in which a project occurs, including plan review and permitting requirements, inspections, and certification of occupancy.

End Product:

The end product of the Construction Management Process is a completely constructed site, including all improvements described in an approved site and financial plan.

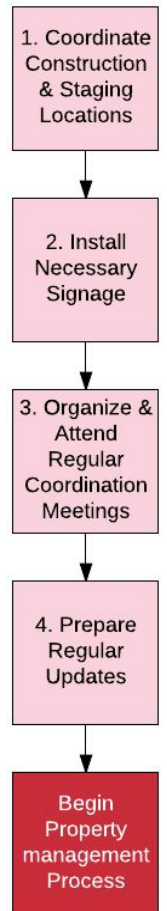
Process:

1. Coordinate Construction & Staging Locations: The TOD Department is to work alongside development partners and other consultants (i.e. architects, engineers, etc) to define where and when areas within the site may be used for construction and staging, especially when adjacent to transit infrastructure.

2. Install Necessary Signage: The TOD Department is to work with general contractors to determine an appropriate and effective means of directing people to and from stations and other transit facilities.

3. Organize & Attend Regular Coordination Meetings: Regular coordination meetings are to be scheduled by development partners. Coordination meetings are to occur at a minimum of once per month.

4. Prepare Regular Updates: General progress is to be communicated with the Senior Manager of Real Estate and TOD at a minimum of once per month. General progress is to be communicated with the Executive Committee and TOC Sub-Committee on a quarterly basis, or as otherwise requested by the respective committees.



Property Management Standard Operating Procedure

Purpose:

Ensure that properties within the TOD Program are maintained in an orderly manner and that proper channels are maintained to receive development cash flows. Property management is to also allow UTA to gather specific information regarding the performance of individual projects within the TOD Program, to evaluate on a comparative basis, within the TOD System Plan.

Scale and Scope:

Property management is to be assessed on a site-specific basis. Accounting standards for receiving development income, defined in operating agreement, are to be used as the standard by which UTA receives its cash distributions.

Roles and Responsibilities:

- Development partners are to oversee property management, along with a 3rd-party property management company.
- UTA TOD staff is to work alongside its development partners, to attend meetings with property management companies on an as-needed basis.

Accounting Standards

- At the onset of development phase, TOD staff is to coordinate with the UTA Accounting Department to set up a unique GL Code for future cash flows related to that phase of development.
- TOD Staff is to provide all development partners with the necessary information (i.e. bank name, account number, routing number, etc) to deposit money into the the corresponding GL Code related. It is preferred that this information is specified in the Operating Agreement.
- A master financial report may be produced by the UTA Accounting Department that depicts cash flows per phase of development, as well as any operating costs that may occur. These reports are to be produced on an as-needed basis.

UTAH TRANSIT AUTHORITY BOARD OF TRUSTEES
Agenda Item Coversheet

DATE:	March 14, 2018
CONTACT PERSON:	Jayne Blakesley, General Counsel
SUBJECT:	Resolution Authorizing Electronic Meetings
BACKGROUND:	This resolution is being brought to the Stakeholder & Planning committee for consideration. If approved, this resolution would authorize a public body, such as UTA, to hold public meetings that are convened or conducted by means of a conference using electronic communications (“Electronic Meetings”).
PREFERRED ALTERNATIVE:	Approve, forwarding resolution to the Board of Trustees
LEGAL REVIEW:	Has been reviewed by UTA Legal
EXHIBITS:	1) R2018-03-11 – Authorizing Electronic Meetings

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING ELECTRONIC MEETINGS**

R2018-03-11

March 28, 2018

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

WHEREAS, the State of Utah’s Open and Public Meetings Act, Section 52-4-207, Utah Code Annotated, authorizes a public body to hold public meetings that are convened or conducted by means of a conference using electronic communications (“Electronic Meetings”); and

WHEREAS, UTA’s Board of Trustees (“Board”) desires to use Electronic Meetings as needed to conduct the business of UTA;

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

1. That Electronic Meetings of the Board and its committees are hereby authorized.
2. That with the consent of the Board or Committee Chair, a trustee may attend a meeting via electronic means if the trustee provides twenty-four hour advance notice to the applicable Chair and the Board Strategic Operations Director. (Bylaw Requirement)
3. That a trustee attending a meeting electronically shall, at the request of the Board or Committee Chair, verbally signify his or her vote for each motion being considered during the meeting until the trustee verbally indicates his or her desire to withdraw from the meeting, which shall be recorded in the meeting minutes. (Bylaw Requirement)
4. That the use of Electronic Meetings may be limited due to budget, public policy, or logistical considerations. (Optional)
5. That a quorum of Board or committee members must be present at the physical location at which the Electronic Meeting is held and vote to approve establishment of an Electronic Meeting in order to include other trustees through an electronic connection. (Optional)

6. That the number of separate connections available to trustees seeking to participate in Electronic Meetings of the Board or its committees may be restricted to available equipment capability. (Optional)
7. That UTA shall comply with all requirements under the Open and Public Meetings Act Section 52-4-207, Utah Code Annotated regarding Electronic Meetings.
8. That the Board hereby ratifies any and all actions taken by the Authority's management and staff in furtherance of and effectuating the intent of this Resolution.
9. That the corporate seal be attached hereto.

Approved and adopted this 28th day of March 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 28th day of March, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel