



Memorandum

CITY COUNCIL of SALT LAKE CITY

TO: City Council Members

FROM: Jennifer Bruno
Deputy Director, Council Staff

DATE: December 2, 2014

RE: Resolution – Transportation Funding

Council Sponsor: *n/a - Legislative Follow-up*

The Utah League of Cities and Towns (ULCT) is asking all member cities to consider adopting a resolution, urging the State to increase funding for transportation on a local level. A suggested resolution is attached, that was adopted by the Legislative Policy Committee of the League in September 2014. In the past the Council has expressed strong interest in increasing funding availability for all modes of transportation including roads, sidewalks, and transit. The Council may wish to discuss this resolution and edit it based on the unique needs and interests of Salt Lake City.

Additionally, the Utah Transportation Coalition (UTC), has submitted the attached letter and draft interlocal to the City, asking if the City would like to formally join the UTC. Initial suggested donation cost would be \$5,000. The UTC is a coalition driven primarily by the Salt Lake Chamber, whose mission is to collaborate “with our partners to make smart and sustainable transportation choices and to secure adequate, stable and long term funding to support a high quality of life and economic growth in Utah.” According to their website, formally joining the coalition would entitle the City to participate in UTC general meetings, participate at UTC events, receive communications from the UTC. More information on the coalition can be found at www.utahtransportation.org.

Potential Action Options

- Schedule a follow-up discussion either of the full Council or of the Legislative Subcommittee
- Consider, edit, and/or adopt the draft resolution urging the State to increase funding for transportation, or author a new resolution.
- Consider formally joining the Utah Transportation Coalition.

CITY COUNCIL OF SALT LAKE CITY
451 SOUTH STATE STREET, ROOM 304
P.O. BOX 145476, SALT LAKE CITY, UTAH 84114-5476

WWW.COUNCIL.SLCGOV.COM
TEL 801-535-7600 FAX 801-535-7651



CHARLIE LUKE | DISTRICT 6 | COUNCIL CHAIR || LUKE GARROTT | DISTRICT 4 | COUNCIL VICE CHAIR || JAMES ROGERS | DISTRICT 1 ||
KYLE LAMALFA | DISTRICT 2 || STAN PENFOLD | DISTRICT 3 || ERIN MENDENHALL | DISTRICT 5 || LISA ADAMS | DISTRICT 7

RESOLUTION 2014—002

(A) LPC Resolution Title/Subject

Encouraging the State of Utah to Pursue a Comprehensive Transportation Funding Strategy

(B) We, the Members of the Utah League of Cities and Towns find that:

1. Due to declining motor fuel purchases, improving fuel efficiency, and decreasing purchasing power because of inflation, the current use of motor fuel taxes to achieve transportation needs in Utah is outmoded & insufficient. The current motor fuel tax has not been increased since 1997.
2. The 1% local option sales tax is the workhorse for Utah's cities and towns to provide the services that residents expect. The Utah Legislature has the sole authority to adjust the local option sales tax and last increased the 1% local option in 1983 (though the increase was not fully implemented until 1991).
3. Cities and towns are using a greater share of their general funds on traditional transportation related projects—such as road construction, operation, maintenance—because of a rapidly growing population and aging infrastructure which in turn prevents the cities and towns from adequately funding other core governmental services like public safety. Likewise, the state legislature supplements the motor fuel tax with general fund revenue which diverts money from other services.
4. At the same time, citizens are demanding a new paradigm of transportation—including bike lanes, transit, complete streets, trails, and multi-use paths—but cities and towns have insufficient revenue sources to meet the public demand. In fact, the Unified Transportation Plan identifies a local government shortfall of approximately \$3 billion in revenue between today and 2040 in order to meet the local transportation needs.
5. Along the Wasatch Front, half of the PM2.5 emissions that degrade air quality come from mobile sources such as motor vehicles. For most Utahns, cleaner air is a top priority issue for the State of Utah because it impacts public health, transportation, natural resources, economic development, and tourism. The traditional transportation infrastructure incentives cars and thus contributes to the air quality problem.
6. In Utah, nearly one in ten adults and an increasing number of children suffer from asthma. 57% of adults are overweight, 22% are obese, and one in ten children is overweight. In addition, one in fourteen Utahns suffer from diabetes and it is the sixth leading cause of death in Utah. The new transportation system will encourage active transportation because of enhanced opportunity, connectivity, and safety, which could result in better personal and public health.
7. Investing in both old and new transportation has a profound economic impact in Utah. For example, if the State of Utah invested an additional \$11.3 billion dollars on transportation between now and 2040 per the Unified Transportation Plan, it would save Utah's households and

businesses more than \$84.8 billion in expenses, generate 182,618 jobs, and contribute more than \$183.6 billion in additional gross domestic product for the State.

8. Residents are demanding a new paradigm of transportation—including bike lanes, transit complete streets, trails, and multi-use paths—but cities and towns are limited to the aforementioned revenue options of the 1% local option and the motor fuel tax which are insufficient to meet the new public expectations.

(C) Now therefore we the members of the Utah League of Cities & Towns recommend that:

1. The Utah State Legislature empower cities and towns with the financial tools to fulfill the new paradigm of transportation that our residents expect; and
2. The staff of the Utah League of Cities and Towns is authorized with the necessary flexibility to pursue all potential funding options to address the new transportation paradigm.
3. The Utah State Legislature should provide or authorize adequate funding to implement the 2040 Unified Transportation Plan, by providing adequate increased funding for State transportation needs, local transportation needs, and for transit needs.

(D) We the members of the Utah League of Cities and Towns recommend that the Utah State Legislature carefully consider the following comprehensive approach:

1. A statewide, local option $\frac{1}{4}$ cent sales tax dedicated to transportation. This statewide, local option sales tax would provide additional critical transportation infrastructure funding for cities and towns to invest in the new transportation paradigm and reduce the impact of growth or aging transportation infrastructure on municipal general funds.
2. The $\frac{1}{4}$ cent sales tax for transportation would generate the approximately \$3 billion between now and 2040 and could meet the priority needs identified in the Unified Transportation Plan.
3. Clarify and expand the definition for what transportation funds can be used to reflect both the diversity of transportation options in cities and town and the demand from our residents for more active transportation options. Under current state law, B&C revenues via the motor fuel tax may only be spent on B&C roads and on transportation modes within B&C rights of way. The new definition could include transit, sidewalks, trails, bridges, signage, road safety, tunnels, bicycle paths, and other modalities outside of B&C rights of way. Investing in trails, sidewalks, and bike paths will result in Utahns living more active and healthy lifestyles and thus decreasing health care costs and improving quality of life. Investing in transit, trails, and bike paths will also help improve the air quality because it will reduce the quantity of motor vehicles on the roads.
4. Raise the traditional statewide motor fuel tax and include an indexing component so that the motor fuel tax could keep pace with inflation.

City(s), Town(s), and/or Affiliate Group submitting this resolution]

Person preparing form

#6081



October 27, 2014

Mayor Ralph Becker, Salt Lake City
PO Box 145474
Salt Lake City, UT 84114-5474

Dear Mayor Becker,

Whether you drive on roads, bike on paths, cruise on ATVs, hop on the bus, or walk on the sidewalk, transportation is a part of your daily life. Which roads do you avoid? Where does your sidewalk end? How often do your kids stay inside because of the inversion? You hear from residents how they expect not only well-maintained roads but also transit, ATV, and active transportation options. You have to do more with less and the traditional resources are diminishing. We live in a new era of transportation—we must have a new vision for funding it.

At this year's Utah League of Cities and Towns Annual Convention, the ULCT membership passed a resolution that identified the need for transportation funding and recommended a legislative solution. **We must expand funding for local transportation NOW.**

We recognize the power in numbers. The Utah League of Cities and Towns, Utah Association of Counties, and the Salt Lake Chamber have formed the Utah Transportation Coalition. The Coalition's goal is to build support for major investment in Utah's transportation system per Utah's Unified Transportation Plan, preserve Utah's quality of life, bolster economic growth, improve personal health and air quality, and provide maximum value to all Utahns.

The Coalition will roll out a communications campaign to generate public and political support for comprehensive transportation solutions and to fund the Unified Transportation Plan across the state. We have provided a sample interlocal agreement for your city/town to review, prepare, and enact to join the Coalition. The Coalition will provide a communication toolkit that you can use as is (without additional staff work) or personalize the materials for your community, including newsletter messages, utility fee inserts, social media messages and a city council resolution.

We need Salt Lake City's financial support of \$5,000 to join together with all other Utah cities, towns, counties, and chambers. The private sector has pledged the majority of the needed amount and they are asking for local government to stand shoulder to shoulder in the effort—a public-private partnership that will make a difference. Please adopt an interlocal agreement (based on the enclosed sample) and support the Coalition. For more information, contact Abby Albrecht at the Utah Transportation Coalition at (801) 831-6116 or at abby.albrecht@gcinc.com.

Thank you for your partnership and your support.

Lane Beattie
President/CEO of Salt Lake Chamber



Ken Bullock
Executive Director, Utah League of Cities & Towns

SCANNED TO: *Mayor*
SCANNED BY: *laulie*
DATE: *11/3/14*



Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

_____ **CITY**
and
Salt Lake Chamber of Commerce

THIS AGREEMENT made and entered into this ____ day of November, 2014, by and between _____, a municipal corporation (hereinafter referred to as “City”, and SALT LAKE CHAMBER (hereinafter referred to as “Consultant”).

The City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2. Consultant warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

Task 1: Transportation Issues Research and Analysis:

The Consultant shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

Task 2: Transportation Issue Advocacy and Public Awareness Campaign:

The Consultant shall create an issue advocacy and public awareness campaign related to Utah’s need for improved transportation, and how improved transportation can benefit Utah’s economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2015.

Task 3: Transportation Issue Local Government Tool Kit:

The Consultant shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

Task 4: Legislative and Governmental Relations:

The Consultant shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

The total compensation payable to **Consultant** by **City** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in the **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

EXTRA SERVICES

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

The **City** and the **Consultant** are aware that many factors outside the **Consultant's** control may affect the **Consultant's** ability to complete the Services to be provided under this *Agreement*. The **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the **City**. The following persons are deemed to be a key member(s) of or employee(s) of the **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

The **Consultant** will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Other coalition partners

This *Agreement* is not assignable by **Consultant** without the **City's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

Consultant shall defend, indemnify and hold the **City**, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of the **Consultant** in performing the services described.

Consultant shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.
- (2) Professional errors and omissions insurance in the amount of \$2,000,000, and
- (3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. **TERMINATION BY CITY**

The **City**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. **WAIVER/REMEDIES**

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. **CONSTRUCTION OF LANGUAGE**

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. **MITIGATION OF DAMAGES**

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for **Consultant's** proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and *Agreements* between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABILITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO CITY: _____ City
Street Address
City, Utah ZIP
Attention: City Recorder

TO CONSULTANT: Utah Transportation Coalition
c/o Salt Lake Chamber of Commerce
175 East 400 South, Suite #600
Salt Lake City, Utah 84

18. **ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this *Agreement* are:

IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

_____ CITY:

Attest

Signature

City Recorder

Print Name

Approved as to Form

Date

Municipal Legal Counsel

CONSULTANT:



Signature

Lane Beattie, President and Chief Executive Officer

Date

State of Utah)

:SS

County of Salt Lake)

On this _____ day of _____, 2014, personally appeared before me

_____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer [title], of The Salt Lake Chamber of Commerce [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public