

SUPPLEMENT NO. 4 TO
 STAKEHOLDER AGREEMENT
SALT LAKE CITY
 TIGER GRANT
 [300 NORTH BRIDGE ONLY]

TIGER GRANT

TIGER 2016 GRANT No. 2018-02	UTA CONTRACT NO. 18-02298BM	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: SLC_OP_1: PEDESTRIAN OVERPASS BRIDGE; 300 NORTH		PROJECT VALUE OF CITY PROJECTS \$ 8,629,892
		CITY REPRESENTATIVE: Stephanie Toombs/ Tom Millar

THIS SUPPLEMENT NO. 4 TO STAKEHOLDER AGREEMENT (“Supplement”) is made and entered into this ____ day of _____ 2022, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (“City”).

The parties entered into a Stakeholder Agreement dated February 19, 2019 (the “Stakeholder Agreement”), which Agreement contemplated execution of supplements outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto entered into a Supplement No. 1 to Stakeholder Agreement dated February 19, 2019 to outline specific details for City Project SLC_MUP_1: Folsom Trail; Jordan River to North Temple to be completed thereunder, including the scope, schedule, and estimated budget of the City Project (“Supplement No. 1”).

The parties hereto entered into a Supplement No. 2 to Stakeholder Agreement dated March 6, 2020 to outline specific details for City Project SLC_OP_1: Pedestrian Overpass Bridge; 300 North to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto entered into Supplement No. 3 to Stakeholder Agreement dated June 10, 2020 to outline specific details for City Project SLC_MUP_1: Folsom Trail; Jordan River to North Temple to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 4 (“Supplement No. 4”) to increase the estimated funding (“Additional Funds”) of City Project SLC_OP_1: Pedestrian Overpass Bridge; 300 North (the “Bridge Project”) and assign the Additional Funds and the previous funding provided under Supplement No. 2 (“Initial Funds”) for certain City purposes

related to the Bridge Project.

1. Estimated Total Cost of Work: The parties hereto desire to increase the estimated budget for the Bridge Project by **Two Million, Four Hundred Twenty-Five Thousand Eight Hundred Forty-Five Dollars (\$2,425,845)** (the “Additional Funds”), for an estimated total budget of **Eight Million Six Hundred Twenty-Nine Thousand Eight Hundred Ninety-Two Dollars (\$8,629,892)**. The Estimated Total Cost of Work and funding sources are summarized below:

SOURCE	TOTAL	UTA SECURED	CITY SECURED (FUNDS TO BE PAID TO UTA)
ESTIMATED BUDGET OF SUPPLEMENT 2:	\$6,204,047	\$4,634,797	\$1,569,250
ESTIMATED AMOUNT OF TIGER GRANT	\$2,466,951	\$1,634,797	\$ 832,154
ADDITIONAL FUNDING SOURCES (WFRC Federal STP Funds):	\$2,681,540	\$2,500,000	\$ 181,540
ADDITIONAL FUNDING SOURCES (UDOT Federal Sec 130 Funds):	\$ 555,556	\$ 500,000	\$ 55,556
ADDITIONAL FUNDING SOURCES (UPRR)	\$ 500,000	\$ 0	\$ 500,000*
ESTIMATED BUDGET OF SUPPLEMENT 4:	\$2,425,845	\$2,200,000	\$225,845
ADDITIONAL FUNDING SOURCES (WFRC Federal STP Funds):	\$ 0	\$400,000	\$ 0
American Rescue Plan Act (ARPA) State Fiscal Recovery Fund	\$ 0	\$1,500,000	\$ 0
ADDITIONAL FUNDING SOURCES (City)	\$ 0	\$ 0	\$225,845
ADDITIONAL FUNDING SOURCES (UTA)	\$ 0	\$300,000	\$ 0
TOTAL BUDGET SUPPLEMENT 2&4	\$8,629,892	\$6,834,797	\$1,795,095

2. Of the Additional Funds shown in the above table, up to \$125,845 (from Quarter Cent funding sources) of the \$225,845 City Secured funds from Salt Lake City may only be used for the following purposes listed below:

- a. Class A-D Roads
- b. Traffic and pedestrian safety, infrastructure;
- c. Sidewalk;
- d. Curb and gutter;
- e. Safety feature;
- f. Traffic sign;
- g. Traffic signal;
- h. Street lighting;
- i. Streets, alleys, roads, highways, and thoroughfares of any kind, including connected structures;
- j. Active Transportation Facility that is for nonmotorized vehicles and multimodal transportation and connects an origin with a destination; or
- k. Intelligent transportation system;
- l. System for public transit
- m. All other modes and forms of conveyance used by the public
- n. Direct tie to bicycle and pedestrian enhancements

3. All permit fees will be paid by the contractor or UTA using either the Initial Funds or Additional Funds.

4. Upon full execution of this Supplement No. 4, UTA will invoice the City for the full amount of the Additional Funds. Invoices shall be paid by the City within sixty (60) days of being invoiced for those costs by UTA. To the extent that the actual total cost of designing and constructing the Bridge Project is less than the budget indicated in this Supplement No. 4 and/or Supplement No. 2, City shall be entitled to a refund of the remaining Initial Funds and/or Additional Funds that were originally provided by the City. Any such refund shall be payable to the City within six (6) months after the TIGER Grant for that City Project has been closed out.

5. Upon completion of the Bridge Project, UTA shall provide to the City the detailed accounting required to be kept by UTA under Section 6 of the Stakeholder Agreement showing the use of the Initial Funds and the Additional Funds. The City shall have the right to audit UTA's accounting provided and request additional reasonable details regarding the use of the Initial Funds and the Additional Funds. UTA shall also provide the following summary regarding the Bridge Project: the total cost of the 300 North Pedestrian Bridge; including the itemized cost from the contractor; a list the funding sources used; and the groundbreaking and completion dates of the Bridge Project.

6. Pursuant to Section 5 of the Stakeholder Agreement, the City and UTA have developed a preliminary budget for the Bridge Project, attached as Attachment No. 1 to this Supplement No. 4.

7. Construction Management, Third-Party Funding Sources, and Risk Matters for the Bridge Project shall be the same as specified in Section 4, 5, and 6 of Supplement No. 2.

- a. UTA Secured Funds: UTA applied and secured American Rescue Plan Act State Fiscal Recovery (ARPA) funds reflected in the Cost Estimate Table. UTA is responsible for the management and reporting for these funds.

8. All definitions and terms of the Stakeholder Agreement, Supplement No. 1, Supplement No. 2, and Supplement No. 3 remain in full force and effect unless otherwise specified herein.

9. This Supplement No. 4 may be signed in counterparts and/or with electronic signatures.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTA:

UTAH TRANSIT AUTHORITY

By _____

Title _____

Date: _____

Approved as to Form:

DocuSigned by:

3/3/2022

Mike Bell

70E33A415BA44F6
UTA Legal Counsel

By _____

Title _____

Date: _____

CITY:

SALT LAKE CITY CORPORATION

By *BHT* _____

Title Director of Community and Neighborhoods

Date: 02/08/2022

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office

City Recorder

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

RV
Rusty Vetter (P459, 2022, 02/08/2022)

Rusty Vetter, Senior City Attorney

Date: 02/08/2022

ATTACHMENT NO. 1
(Detailed Estimated Total Cost of Work)