

MEMORANDUM OF AGREEMENT
BETWEEN
VALLEY METRO RAIL INC.
AND
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE MARICOPA ASSOCIATION OF GOVERNMENTS
AND
THE CITY OF PHOENIX
FOR

**THE PHOENIX WEST HIGH CAPACITY TRANSIT AND
FREEWAY IMPROVEMENTS**

July 2011

DRAFT - NOT FOR CIRCULATION

THIS AGREEMENT is entered into the _____ day of _____, 2011, by and between Valley Metro Rail Inc. (hereafter referred to as "METRO"), the Arizona Department of Transportation (hereafter referred to as "ADOT"), the Maricopa Association of Governments (hereafter referred to as "MAG"), and the City of Phoenix, Arizona.

I. INTRODUCTION/STATEMENT OF PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to establish terms of agreement between METRO, ADOT, MAG, and the City of Phoenix for purposes of developing multimodal transportation improvement projects along the southbound frontage road of Interstate 17 (Black Canyon Freeway (I-17)) between approximately Jefferson Street and Interstate 10 (I-10) and along I-10 from I-17 to the Loop 101 (Agua Fria Freeway). The length of the study corridor includes the study area for the Phoenix West Alternatives Analysis (AA)/Environmental Impact Statement (EIS). Both highway and high capacity transit (HCT) improvements have been identified in the 2010 MAG Regional Transportation Plan. The HCT project is scheduled to open in 2021 pending AA and EIS process outcomes that are in progress. In April 2008, the MAG Regional Council adopted the I-10 right-of-way (ROW) from I-17 to 79th Avenue as the preferred route for HCT improvements. ADOT intends to make improvements to the I-10 freeway in this vicinity. The completion date of a Design Concept Report, and subsequent final design, is unknown at this time. This MOA will serve to document decision making and location agreements and also to commit all parties to continue cooperative project development activities.

This MOA describes each agency's roles and responsibilities in these efforts. It is anticipated that the MOA would be updated and revised at key project milestones. These milestones could occur during the planning and design process, as more is learned about the freeway and transit improvement projects and their phasing, as well as any potential opportunities for joint project development. In summary, the intent of this MOA is to:

- a. Document the dialog and coordination among METRO, ADOT, MAG, and the City of Phoenix that will lead to an additional agreement to govern the design, construction, maintenance, and operations of freeway and HCT modes of travel in the I-10 corridor.
- b. Identify areas of mutual interest where the agencies can benefit by partnering.
- c. Develop a working understanding of each other's needs, wants, desires, schedules, decision-making processes, constraints, and capabilities to provide the best transportation solutions within the I-10 corridor.

II. TEAM MEMBERS

To assure maximum coordination and effectively address concerns, METRO, ADOT, MAG, and the City of Phoenix will each identify a lead person who has the authority to speak for and represent their respective agency. Current team members include (Lead representatives are noted with an asterisk (*)):

METRO:

Tom Callow, Project Manager*
Wulf Grote, Director, Planning and Development
Abhishek Dayal, Deputy Project Manager

ADOT:

Robert Samour, Deputy State Engineer, Valley Transportation*
Larry Langer, Assistant State Engineer, Valley Project Management

MAG:

Eric Anderson, Transportation Director*
Robert Hazlett, Senior Engineer
Kevin Wallace, Transit Program Manager

City of Phoenix:

Albert Santana, City Manager's Office, City of Phoenix*

III. BENEFITS OF COORDINATION

All parties agree to the benefits of coordination of projects, including cost savings, minimization of community impacts and disruption, minimization of impacts to freeway users, and most effective use of ADOT ROW. To achieve these benefits, all parties shall agree to the following:

- a. Agree to analyze how highway and HCT improvement projects should best move forward to maximize coordination, minimize costs, and minimize community and traffic disruptions during construction.
- b. Continue to explore the possibility of developing the freeway and transit projects as a single or phased project. This would include the potential for a joint ADOT/METRO construction project with Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) participation.
- c. Agree to regularly share each other's design concepts and plans to maximize the understanding of the respective projects, maximize coordination efforts, and provide opportunities for comments.
- d. ADOT agrees to provide existing ADOT ROW for the transit project to METRO and to further discuss cost-effective measures to maximize the efficiency of construction for both ADOT and METRO project components. A long-term ROW use agreement will be prepared prior to the initiation of construction of the transit project.

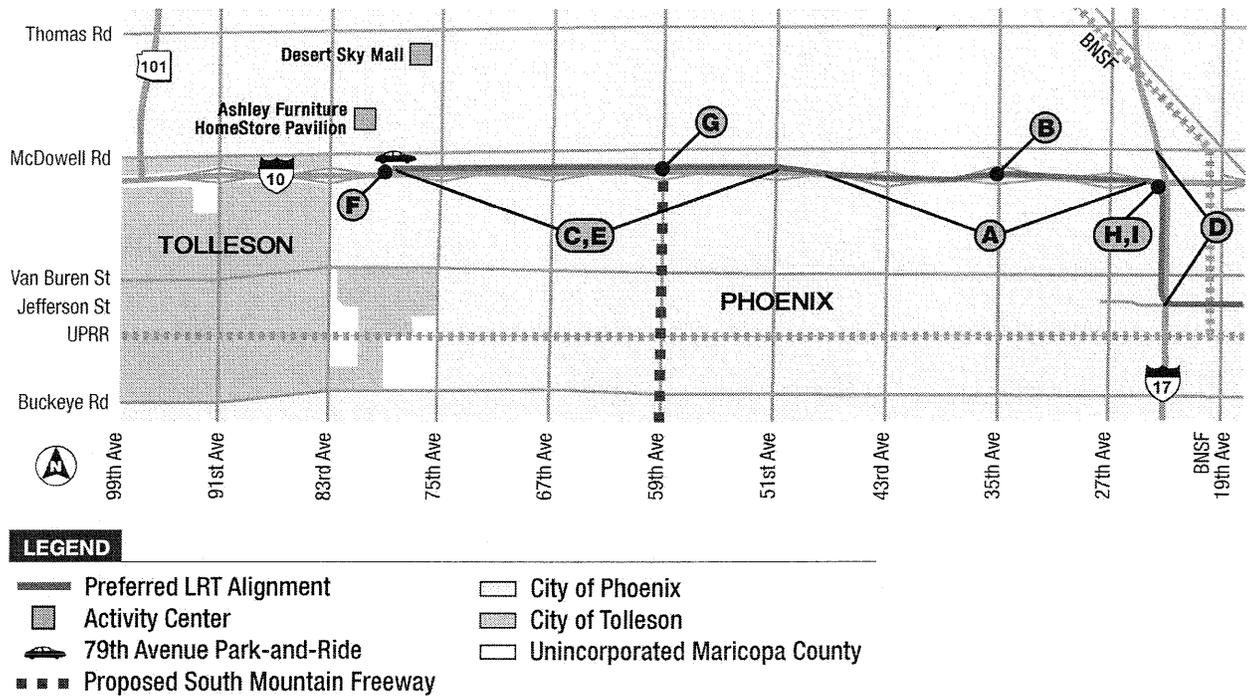
- e. METRO will analyze funding opportunities to advance the transit project, or portions thereof, more quickly than is currently programmed in the Regional Public Transportation Authority (RPTA) Transit Life Cycle program.

IV. POINTS OF AGREEMENT

As shown in Figure 1, there are several points of mutual agreement understood through signature of this memorandum. These include the following:

- a. The LRT Alignment is expected to run in the median of I-10 from I-17 to approximately 47th Avenue.
- b. A LRT station is planned for construction in the median of I-10 at 35th Avenue.
- c. The LRT Alignment is expected to run along the north side of I-10 from approximately 47th Avenue to 79th Avenue. METRO will utilize the ADOT ROW north of I-10 for LRT in a shared corridor with the existing drainage channel. This may require structural modifications to allow for track work on or adjacent to the channel.
- d. The LRT Alignment is expected to utilize the existing southbound I-17 frontage road from McDowell to Van Buren for two-track two-way operations. This will require closing the existing frontage road. The LRT Alignment is expected to cross I-17 in the vicinity of Jefferson Street.
- e. As part of the planned HCT improvements, METRO would not plan to utilize the median for public transit west of approximately 47th Avenue. This design would be reviewed as part of the EIS as further noted in Section VII.
- f. Additional on-ramps to the west at 79th Avenue will be examined.
- g. Access from future South Mountain Freeway to a park-and-ride at 59th Avenue will be discussed and coordinated.
- h. Potential for development of an "Early Action" bus ramp that would consist of the construction of a direct HCT ramp from I-10 to the existing southbound I-17 frontage road between McDowell Road and Jefferson Street.
- i. Potential for the implementation of Managed Lanes with possible direct access ramps between I-10 and I-17 at the stack interchange will be discussed and coordinated.

Figure 1. Identification of Points of Agreement, Phoenix West Extension



Source: METRO 2011

V. FUTURE ISSUES

It is assumed that several items will require future consideration regarding agreements. As stated previously, this MOA will be updated at key project milestones and may address future issues including:

- a. Design and construction agreements.
- b. Maintenance and operational responsibilities.
- c. Change of Access documentation and approval process through FHWA.
- d. Joint use agreements.
- e. Timing of future ADOT roadway improvements.
- f. Definition of LRT grade separation requirements at freeway interchanges.

VI. JOINT USE DESIGN CONSIDERATIONS

ADOT and METRO coordination efforts are intended to address the following basic elements of coordination:

- a. Elements where ADOT can accommodate METRO future facilities without adversely impacting the ADOT project(s).
- b. Elements where ADOT could/should alter design (e.g., location/size) to facilitate future development of METRO facilities to avoid relocation/reconstruction of ADOT facilities as part of the METRO project.

- c. Elements where ADOT facilities could be upgraded by METRO either as a joint project in the MAG/ADOT Highway program or by METRO with the High Capacity Transit program.
- d. Elements where METRO's project would have to reconstruct, relocate, or otherwise modify ADOT facilities.

METRO will attempt to expeditiously identify transit related improvements that should be incorporated into the freeway improvement project to minimize reconstruction during potential future transit improvements. These improvements may include, but not be limited to, the following issues:

- a. **Structural:** This will include the consideration of all potential structural issues for consideration by ADOT and METRO for planned projects that could affect plans for transit improvements within the I-10 median between I-17 and approximately 47th Avenue. Another related key goal is the early identification of any crossroad bridge reconstruction that may be needed for METRO purposes including potential transit stations.
- b. **Drainage:** Currently the median is considered a permeable surface for purposes of calculating drainage volumes. Portions of the freeway are allowed to surface drain to the median where water is directed to storm drains. Conversion of a portion of the median to a transit facility could alter drainage patterns and volumes which need to be defined and addressed.
- c. **Freeway Management System (FMS):** Elements of the ADOT FMS infrastructure (i.e., cameras, pedestals, etc.) are located in the I-10 median and modifications will need to be considered during both ADOT and METRO project development. In addition, consideration will be given to potential joint use of FMS infrastructure including the ADOT Traffic Operations Center.
- d. **Lighting:** Widening the freeway to the outside may require rebuilding of the lighting system to include poles, conduit, circuits, and load centers. Early consideration of lighting needs for all potential transit improvements will be a key element for early coordination.
- e. **Utilities:** A series of utilities exist within the median. The ADOT project would require relocating some utilities but does not anticipate altering utilities within the median. Utility coordination and needs for all potential transit improvements will be a key element for early coordination.
- f. **Traction Power Substations (TPSS):** ROW may be required to develop TPSS sites.

Agreement is made on the following items regarding potential joint use design:

- a. Future I-10 HOV or added managed lanes including direct connection ramps between I-17 and I-10 at the Stack Interchange are being explored in the design.

- b. I-10/South Mountain Interchange design has been considered and can be accommodated.
- c. I-17 Improvements – Use of the frontage road allows ADOT flexibility for improvements. METRO will incorporate improvement decisions into any crossing of I-17 constructed by METRO.

VII. CONCLUSION

This MOA is a working agreement and consideration for modifications may be initiated by any of the signatory agencies. Proposed revisions and modifications agreed upon must be presented to all of the authorized agency signatories to this agreement. If the proposed modifications are accepted, the modifications will be disseminated by METRO to all signatory agencies.

It is understood by all parties that the transit alternatives identified in this phase of the project will be subject to agency and public review under applicable policy and laws of the National Environmental Policy Act, the Council on Environmental Quality, FTA, and other agencies with authority to review and provide comment.

VIII. SIGNATURES

Stephen R. Banta, Chief Executive Officer
Valley Metro Rail Inc.

Date

Robert Samour, Deputy State Engineer, Valley Transportation
Arizona Department of Transportation

Date

Dennis Smith, Executive Director
Maricopa Association of Governments

Date

Jane L. Morris, Acting Executive Assistant to the City Manager
City of Phoenix

Date