



# City Council Report

**Date:** November 18, 2019  
**To:** City Council  
**Through:** Scott Butler, Deputy City Manager  
**From:** Jodi Sorrell, Transit Services Director  
**Subject:** Second Amendment to the Amended and Restated Metro Light Rail Transit System Operations and Maintenance Agreement (Council Districts 3 and 4)

## Purpose and Recommendation

The purpose of this report is to provide information to the City Council to review and allow the City Manager to enter into this Amendment to the Operation and Maintenance Agreement ("Agreement") between the Valley Metro Rail, Inc. ("METRO") and the City of Mesa ("City") for the Metro Light Rail Transit System. This is the second amendment to an existing Operation and Maintenance Agreement ("2013 Agreement") between METRO and the City. The 2013 Agreement defined the Operations and Maintenance actions of the City and METRO for the operation and maintenance of a light rail passenger system ("LRT System"). The First Amendment included portions of the Central Mesa Light Rail Extension (CME). The Second Amendment adds the Gilbert Road Light Rail Extension (GRE) and now covers all portions of the Light Rail System in the City that are in Revenue Operations within the City. Refer to Exhibit "A" for a map showing the limits of the Amendment.

Staff recommends Council approve the Operations and Maintenance Agreement Resolution authorizing the City Manager to enter into the Agreement.

## Background

In June 2013, METRO and the City entered into an amended and restated Operation and Maintenance Agreement for the Central Mesa Extension Project. The 2013 Agreement updated the roles and responsibilities of METRO and the City for items of work related to the operation and maintenance of the LRT System. The 2013 Agreement discussed the operation and maintenance of City infrastructure adjacent to or directly affecting the LRT System. The location and extent of the 2013 Agreement included all real property in Mesa along Main Street from the Western boundary line of the city to the end of the line at Mesa Drive (approximately 4.0 miles). Similar but separate Operation and Maintenance Agreements were entered into with the Cities of Phoenix and Tempe.

The 2013 Agreement did not address the Mesa Drive Park and Ride and Morris Plaza. These facilities were included in the First Amendment to this agreement, approved by the City Council on December 12, 2016. The Second Amendment addresses the

maintenance responsibilities for the facilities added during the Gilbert Road Light Rail Extension.

## **Discussion**

The purpose of this amended Agreement is to update the roles and responsibilities of METRO and the City as it pertains to the operation and maintenance of the LRT System and the GRE Project. METRO is responsible for the operations of the LRT System. The City is responsible for the operations of City facilities including but not limited to roadways, traffic signals, streetlights, signage, and all other facilities owned by the City (i.e. gas, electric, sewer) that are not within the LRT Guideway. Per the Agreement, the "LRT Guideway" is defined as the area in which the light rail vehicles will operate. The area of operation is defined by the limits of a curb, curb and gutter, and the adjacent roadway or sidewalk.

METRO's maintenance responsibilities shall include the maintenance of all facilities within the LRT Guideway and facilities in direct support of METRO's operations as defined in the Agreement. The City is responsible for maintaining facilities unrelated to the System unless defined otherwise within the Agreement. These facilities include, but are not limited to, City owned utilities, pavement adjacent to the LRT System, certain elements of the transit centers, landscaping and art within occupied City property, etc.

## **Alternatives**

The Council could choose not to enter into the Agreement with METRO. This alternative is not recommended as the 2013 Agreement and subsequent Amendment do not cover operation and maintenance responsibilities for the Allen and Williams retention basins, Horne Roundabout, Gilbert Road Transit Center and Park and Ride. As a result, these facilities may not be properly maintained due to ambiguity in the responsibilities.

## **Fiscal Impact**

The City and METRO are both fiscally responsible for their respective operational and maintenance activities identified in the Agreement. Funding for System Maintenance and System Operations will be provided in accordance with the terms of the LIGHT RAIL TRANSIT OPERATIONS MASTER COOPERATIVE FUNDING AGREEMENT between the City and METRO and subsequent Annual Operations Funding Agreements between the City and METRO which follow the annual Board approval of the METRO Annual Operating and Capital Budget.

## **Coordinated With**

The Transportation Department, Engineering and City Attorney's Office have reviewed and approved the content of the Agreement.