

Regular Meeting of the  
**Board of Trustees of the Utah Transit Authority**

Wednesday, May 8, 2019, 9:00 a.m.  
Utah Transit Authority Headquarters  
669 West 200 South, Salt Lake City, Utah  
Golden Spike Conference Rooms



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|---|--|
| <b>1. Call to Order &amp; Opening Remarks</b>   | <b>Chair Carlton Christensen</b>   |
| <b>2. Pledge of Allegiance</b>  | <b>Chair Carlton Christensen</b>   |
| <b>3. Safety First Minute</b>   | <b>Sheldon Shaw</b>  |
| <b>4. Public Comment Period</b>   | <b>Bob Biles</b>   |
| <b>5. Approval of May 1, 2019 Board Meeting Minutes</b>   | <b>Chair Carlton Christensen</b>   |
| <b>6. Agency Report</b><br>a. TIGER First/Last Mile Project   | <b>Steve Meyer</b>   |
| <b>7. R2019-05-02 Authorizing Execution of Interlocal Agreement with Utah County (Service Level Agreement)</b>  | <b>Kent Millington</b>   |
| <b>8. Contracts and Pre-procurements</b><br>a. Contract: Bus Lifts for Meadowbrook and Ogden Facilities (Stertil-Koni, Inc.)  | <b>Eddy Cumins</b>   |
| <b>9. Discussion Items</b><br>a. Census 2020<br><br>b. Executive Team Performance Metrics Follow Up<br><br>c. Draft 2019 Budget Amendments<br><br>d. Draft Board Financial Policy | <b>Karen Hale, Zee Xiao<br/>(Salt Lake County)</b><br><br><b>Steve Meyer, Nichol<br/>Bourdeaux, Kim Ulibarri,<br/>Eddy Cumins, Bob Biles</b><br><br><b>Bob Biles</b><br><br><b>Bob Biles</b> |
| <b>10. Other Business</b><br>a. Next meeting: May 15, 2019 at 9:00 a.m.   | <b>Chair Carlton Christensen</b>   |
| <b>11. Adjourn</b>  | <b>Chair Carlton Christensen</b>   |

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**Public Comment:** Members of the public are invited to provide comment during the public comment period. Comment may be provided in person or online through [www.rideuta.com](http://www.rideuta.com). In order to be considerate of time and the agenda, comments are limited to 2 minutes per individual or 5 minutes for a designated spokesperson representing a group. Comments may also be sent via e-mail to [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com).

**Special Accommodation:** Information related to this meeting is available in alternate format upon request by contacting [callredge@rideuta.com](mailto:callredge@rideuta.com) or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

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# Safety Is a Choice You Make

**Personal Protection  
Equipment**

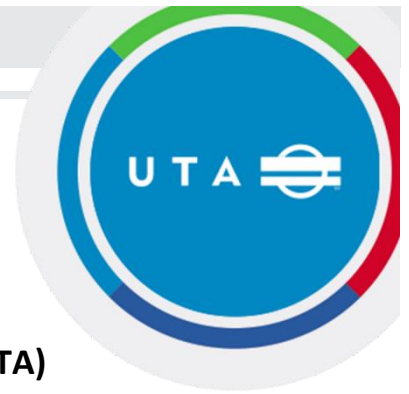


**Policy**



**Common Sense**





**Minutes of the Meeting  
of the  
Board of Trustees of the Utah Transit Authority (UTA)  
held at UTA FrontLines Headquarters located at  
669 West 200 South, Salt Lake City, Utah  
May 1, 2019**

**Board Members Present:**

Carlton Christensen, Chair  
Beth Holbrook  
Kent Millington

**Board Members Excused/Not in Attendance:**

Also attending were members of UTA staff, as well as interested citizens and members of the media.

**Call to Order, Opening Remarks, and Pledge of Allegiance.** Chair Christensen welcomed attendees and called the meeting to order at 9:01 a.m. with three board members present. Following Chair Christensen's opening remarks, the board and meeting attendees recited the Pledge of Allegiance.

**Safety First Minute.** Chair Christensen yielded the floor to Sheldon Shaw, UTA Safety Manager, for a brief safety message.

**Public Comment Period.** No public comment was given.

**Consent Agenda.** The consent agenda included the following:

- a. Approval of April 24, 2019 Board Meeting Minutes
- b. Approval of UTA Policy 6.1.4 Employment of Relatives

A motion to approve the consent agenda was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously.

## Agency Report.

**Terrorism Drill.** Steve Meyer, UTA Interim Executive Director, was joined by Mr. Shaw. Mr. Shaw spoke about a terrorism drill staged on the FrontRunner alignment in Davis County on April 28, 2019. Discussion ensued. Questions on post-drill debriefings and selection of drill locations were posed by the board and answered by staff.

**Service Recovery Following Lightning Strike.** Mr. Meyer spoke about service recovery efforts following a microburst that caused a power pole to fall on the light rail catenary wire in the Millcreek area, downing the TRAX line. Discussion ensued. A question on parts availability for emergency repairs was posed by the board and answered by Mr. Meyer.

**Board Priorities.** Chair Christensen, Trustee Holbrook, and Trustee Millington remarked on the board's 2019 priorities. The outlined priorities include the following:

- State and legislative: Demonstrating strategic and collaborative vision that will enhance the roadmap for transit solutions in the communities we serve
- Local: Strengthening collaborative connections with stakeholders to expand our transit community with shared objectives
- Public: Implementing public priorities and allocating resources that manifest community priorities in our service
- Employee relations: Empowering and demonstrating confidence in employees through engagement and recognition

Specific objectives related to each priority were also discussed. Mr. Meyer indicated that the executive team would speak about goals supporting the board's priorities in the May 8, 2019 board meeting.

**R2019-05-01 Authorizing Sale of Surplus Property Located at 8397 S. Spaulding Court, West Jordan.** Paul Drake, UTA Senior Manager of Real Estate and Transit-Oriented Development, and Spencer Burgoyne, UTA Manager of Property Administration, recommended selling the property referenced in the resolution at the FHA-appraised value of \$298,000 with a \$4,000 concession for repairs. Discussion ensued. Questions on the original purchase price of the property, duration of rental income received on the property, and the number of rental properties of this type owned by UTA were posed by the board and answered by Mr. Drake.

A motion to approve R2019-05-01 was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

## Contracts and Pre-Procurements.

**Contract: UTA Website Maintenance and Development (Penna Powers).** Andrea Packer, UTA Communications Director, summarized the contract, which provides external support and assistance with website maintenance, development, and design. The contract has a three-year term with an option to extend to a five-year term. Discussion ensued. Questions on capabilities for trip planning and fare purchase on the upgraded website, impacts on design, and mobile access were posed by the board and answered by Ms. Packer.

A motion to approve the contract was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

**Change Order: On-Call Maintenance Contract Task Order #75 – Rail Replacement (Stacy and Witbeck).** Eddy Cumins, UTA Chief Operating Officer, was joined by Dave Hancock, UTA Director of Asset Management. Mr. Cumins described the change order, which provides for the replacement of five rail curves on the commuter rail line at Lehi, South Jordan, Jordan Narrows, 200 South in Salt Lake City, and Ogden. Discussion ensued. Questions on potential service disruptions, structure of the master contract with Stacy and Witbeck, rail analysis process, and lifespan of the new rail were posed by the board and answered by staff.

A motion to approve the change order was made by Trustee Holbrook and seconded by Trustee Millington. The motion carried unanimously with aye votes from Trustee Holbrook, Trustee Millington, and Chair Christensen.

**Disbursement: Siemens Mobility, Inc.** Bob Biles, UTA Chief Financial Officer, explained the disbursement, which authorizes payment on invoices generated as part of UTA's supply chain forecasted inventory strategy for light rail parts. Discussion ensued. A question on the type of parts included in the inventory was posed by the board and answered by Mr. Biles.

A motion to approve the disbursement was made by Trustee Millington and seconded by Trustee Holbrook. The motion carried unanimously with aye votes from Trustee Millington, Trustee Holbrook, and Chair Christensen.

**Pre-Procurement: On Board Passenger Surveys.** Mr. Meyer was joined by Nichol Bourdeaux, UTA Chief Communications & Marketing Officer. Mr. Meyer explained that regular on board passenger surveys are required by the federal government to ensure that the agency is equitably servicing all areas of the community. The agency will be

soliciting bids to perform an on board survey in the near future. Discussion ensued. Questions on the length of time between the survey and results and the types of firms performing these surveys were posed by the board and answered by staff.

### **Discussion Items.**

**Budget Amendment Process.** Mr. Biles outlined proposed capital budget preparation and approval, capital budget amendments approval, operating budget preparation and approval, and operating budget amendments approval processes. Discussion ensued. Questions on timeframes for advisory council consultation, process for tracking non-prioritized items, timelines for budget amendments, management of carry-over, internal budget reallocations, frequency of adjustments, timing of tentative budget, and possibility of reviewing business unit budgets in September were posed by the board and answered by Mr. Biles. Chair Christensen requested a board review of business unit budgets prior to the board review of the tentative budget.

**Spike 150 Celebration May 10-12.** Ms. Packer summarized UTA's efforts associated with the Spike 150 celebration. She spoke about public-facing services the agency is offering and other support the agency is providing. For example:

- UTA is offering a \$5 promotional day pass for May 9-11 on UTA GoRide app. The pass is good on all services except paratransit and the PC-SLC Connect.
- The agency is also promoting its group pass, which is available at all ticket vending machines.
- An extra FrontRunner trip will be provided on May 9 to accommodate participants in the historic train nose-to-nose event in Ogden.
- UTA will be operating free shuttles from four temporary park-and-ride locations to festivities in Ogden.

Ms. Packer noted that the agency will not be providing service from Ogden to Promontory. She recommended visitors use [www.Spike150.org/FAQs](http://www.Spike150.org/FAQs) as a resource for answers to their questions related to the celebration.

**Benchmark Survey.** Nichol Bourdeaux, UTA Chief Communications & Marketing Officer, was joined by Ms. Packer, Chad Harris with R&R Marketing, and Judd Nelson with Cicero Group. Ms. Packer provided highlights of the benchmark survey and summarized the results. Key areas assessed in the survey include: responsiveness, stewardship, and accountability; awareness and perception of services; reasons people do not ride and what would encourage them to ride; and methods for maintaining visibility and progressing outreach. Discussion ensued. Questions on the sample size, demographics,

sampling area, and categories mentioned in the survey (e.g., “people who use it”) were posed by the board and answered by staff. Chair Christensen suggested including more minorities and low-income participants in the focus groups planned for late 2019. He also suggested focusing on better communicating information on how to use the system and services the agency offers. Trustee Holbrook recommended a campaign promoting bus service.

**Other Business.**

**Next Meeting.** The next meeting of the board will be on Wednesday, May 8, 2019 at 9:00 a.m.

**Adjournment.** The meeting was adjourned at 11:17 a.m. by motion.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority  
[cgriffiths@rideuta.com](mailto:cgriffiths@rideuta.com)  
801.237.1945

*This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/530761.html> for entire content.*

*This document along with the digital recording constitute the official minutes of this meeting.*



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
WITH UTAH COUNTY (SERVICE LEVEL AGREEMENT)**

R2019-05-02

May 8, 2019

WHEREAS, 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 Authority directly receives and funds public transit services in Utah County (“County”) with revenues from local option sales and use taxes collected pursuant to Utah Code Ann §59-12-2213 (the “First Quarter Tax”) and Utah Code Ann. §59-12-2215 (the “Second Quarter Tax”);

WHEREAS, the County funds road improvement projects with revenues from a local option sales and use tax collected pursuant to Utah Code Ann. §59-12-2218 (the “Third Quarter Tax”);

WHEREAS, state legislation allowed the County to impose a local option sales and use tax pursuant to Utah Code Ann. §59-12-2219 (the “Fourth Quarter Tax”);

WHEREAS, the Authority entered into an Interlocal Cooperation Agreement with Utah County on October 9, 2018 describing how revenues from the Fourth Quarter Tax would be used, if the County imposed the Fourth Quarter Tax, and contemplating a Service Level Agreement describing the coordination of new transit service and major transit projects funded with the First, Second, and Fourth Quarter Taxes, if the County imposed the Fourth Quarter Tax;

WHEREAS, the County imposed the Fourth Quarter Tax pursuant to Utah County Ordinance No. 2018-33 on December 18, 2018; and

WHEREAS, the parties desire to enter into a Service Level Agreement with the County, as contemplated by the Interlocal Cooperation Agreement with Utah County dated October 9, 2018, to be applicable to new transit service and capital projects funded through the First, Second, and Fourth Quarter Taxes.

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

1. That the Board hereby approves the Interlocal Cooperation Agreement with Utah County (Service Level Agreement) as set forth in Exhibit A.

2. That the Board authorizes the Interim Executive Director and his designee(s) to execute the Interlocal Cooperation Agreement (Service Level Agreement) with Utah County in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to prepare the Interlocal Cooperation Agreement (Service Level Agreement).
4. That the corporate seal be attached hereto.

Approved and adopted this 8th day of May, 2019.

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Carlton Christensen, Chair  
Board of Trustees

ATTEST:

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Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

Approved As To Form:

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Legal Counsel

## Exhibit A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
UTAH COUNTY AND UTAH TRANSIT AUTHORITY  
(SERVICE LEVEL AGREEMENT)**

This Interlocal Cooperation Agreement (“Service Level ILA”) is made this \_\_\_ day of May, 2019, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah (“UTA”), and Utah County, a political subdivision of the State of Utah (“County”). UTA and County are hereinafter collectively referred to as “Parties” and each may be referred to individually as “Party,” all as governed by the context in which such words are used.

**RECITALS**

WHEREAS, UTA directly receives and funds public transit service in Utah County with revenues from local option sales and use taxes collected pursuant to Utah Code Ann. §59-12-2213 (the “First Quarter Tax”) and Utah Code Ann. §59-12-2215 (the “Second Quarter Tax”); and

WHEREAS, the County funds road improvement projects with revenues from a local option sales and use tax collected pursuant to Utah Code Ann. §59-12-2218 (the “Third Quarter Tax”); and

WHEREAS, the Parties entered into an interlocal cooperation agreement dated October 9, 2018 (the “Fourth Quarter ILA”), whereby the Parties agreed to participate jointly in planning and funding for public transportation improvements in and around the County relating to the use of Utah Code Ann. §59-12-2219 Local Option Sales Tax Revenues; and

WHEREAS, the County adopted Utah County Ordinance No. 2018-33 on December 18, 2018, which enacted a county option sales and use tax for highways and public transit pursuant to Utah Code Ann. §59-12-2219 (the “Fourth Quarter Tax”); and

WHEREAS, pursuant to Section 3 of the Fourth Quarter ILA, the UTA shall coordinate the planning of any new transit service, and any major transit projects, to be funded pursuant to Section 2(g) of the Fourth Quarter ILA in consultation with the Utah County Council of Governments (“COG”) and in accordance with the requirements of Utah Code Ann. § 17B-2a-801, et seq.; and

WHEREAS, new transit service to be funded pursuant to Section 2(g) of the Fourth Quarter ILA shall not be provided until a service level agreement is executed between UTA and the County and shall only be provided in accordance with the terms and conditions of such service level agreement; and

WHEREAS, the Parties desire that this Service Level ILA be the service level agreement between UTA and the County contemplated in the Fourth Quarter ILA; and

WHEREAS, the Parties desire that this Service Level ILA apply to public transit funding (including partial funding) as defined by Utah Code Ann. § 17B-2a- 802(13) and fixed guideway funding (including partial funding) as defined by Utah Code Ann. § 59-12-102 which are provided through the First Quarter Tax, the Second Quarter Tax, the Fourth Quarter Tax and any subsequently enacted sales and use tax for highways and public transit by the County and administered by UTA (collectively the “Taxes”); and

**AGREEMENT**

NOW, THEREFORE, the Parties hereby agree as follows:

1. Pursuant to Section 3 of the Fourth Quarter ILA, UTA, in cooperation with County, will coordinate the planning of all new public transportation improvements as outlined by this Service Level ILA.

2. The description of the current UTA transit service levels within Utah County, as well as priorities for service improvements as additional funding becomes available, is set forth in Attachment A.

3. The current UTA transit service level is anticipated to continue in its current mode, routing, and levels of frequency and span until new funding for increases in service levels becomes available.

4. Minor changes to current service levels may occur to address operational or safety needs, or to take advantage of opportunities for efficiencies, in consultation with the County, which shall usually occur in the monthly meetings between the County and the UTA Trustee appointed by Utah County.

5. The process through which UTA will consider new transit service and changes in service levels within Utah County is set forth in Attachment B. This process applies to public transit funding (including partial funding) and fixed guideway funding (including partial funding) provided through the Taxes and administered by UTA.

6. The process through which UTA will consider major transit projects within Utah County that are funded for public transit and fixed guideways with the Taxes and administered by UTA are set forth in Attachment C. County written approval must be obtained by UTA prior to commencement of construction for major transit projects funded for public transit (including partial funding) and fixed guideways (including partial funding) with the Taxes and administered by UTA. A major transit project means a project that creates new assets that expand transit service through the construction of new or extended rail lines or bus rapid transit systems and does not include ongoing maintenance, state of good repair, or transit-oriented development projects.

7. The final routing and implementation of the UTA transit service and transit projects within Utah County shall be determined in accordance with all applicable laws, regulations and policies regarding transit service planning (including, without limitation, Title VI of the Civil Rights Act) and operational considerations shall be addressed in consultation with the County, which shall usually occur in the monthly meetings between the County and the UTA Trustee appointed by Utah County.

8. Within 45 days of the end of each quarterly period, UTA will provide reports to County, in electronic format, regarding the following: (1) revenue collected from the Taxes in Utah County; (2) the application of Taxes to Utah County for principal and interest payments with respect to the 2016 County bonds, UTA's operations and maintenance costs incurred for the Utah Valley Express bus rapid transit system, payments to Utah County to reimburse principal, interest, operations and maintenance costs, and interest thereon, previously paid by Utah County, early redemption of the 2016 Bonds, and new transit service and/or major transit projects within Utah County; (3) ridership in Utah County; (4) new transit service and changes in service levels in Utah County; and (5) the status of new major transit projects in Utah County.

9. At least annually, UTA will provide reports to County, in electronic format, that summarize the quarterly reports described in Paragraph 8. In compliance with applicable law, UTA will also provide its annual budget to County.

10. The Parties agree to cooperate with each other on the sharing of records as allowed pursuant to Utah Code § 63G-2-206 and relating to the funding (including partial funding) provided through the Taxes.

11. This Service Level ILA may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

12. This Service Level ILA is limited to the terms expressly provided herein and except as set forth herein, the Fourth Quarter ILA shall continue in full force and effect in accordance with its terms. If there is a conflict between this Service Level ILA and the Fourth Quarter ILA, the terms of this Service Level ILA shall prevail and control.

13. Any capitalized terms that are not specifically defined in this Service Level ILA shall have the meanings set forth in the Fourth Quarter ILA.

14. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act (Utah Code Ann. §11-13-101, Et. Seq. and hereinafter the "Interlocal Act"), and in connection with this Service Level ILA, the parties agree as follows:

- a. This Service Level ILA shall be authorized by resolution of the legislative body of UTA and the legislative body of the County, all as required by Section 11- 13-202.5 of the Interlocal Act.
- b. This Service Level ILA shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act.
- c. A duly executed original counterpart of this Service Level ILA shall be filed 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 undertaken pursuant to this Service Level ILA, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Service Level ILA. To the extent that this Service Level ILA requires administration other than as set forth herein, it shall be administered by the UTA Board of Trustees and by the Utah County Board of County Commissioners.
- f. As provided in Section 11-13-219 of the Interlocal Act, the parties agree that a notice of this Service Level ILA shall be published in the Deseret News, which is hereby designated by the County as the official newspaper for all publications made under the Interlocal Act. Any person in interest may contest the legality of this Service Level ILA for 30 days after the publication of the notice of this Service Level ILA. After the 30 days have passed, no one may contest the regularity, formality, or legality of the Service Level ILA or any action performed, or instrument issued under the authority of this Service Level ILA for any cause

whatsoever.

15. Amendments. This Service Level ILA may be amended, changed, modified or altered only by an instrument in writing which shall be: (i) approved by resolution of the governing or legislative body of each of the parties; (ii) executed by a duly authorized official of each of the parties; (iii) submitted 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 (iv) filed in the official records of each party.

16. Successors and Assigns. This Service Level ILA is binding upon all of the assigns, grantees and successors in interest to each of the parties and shall remain in full force and effect until amended or terminated as provided herein.

17. Remedies. The parties acknowledge and agree that any breach of this Service Level ILA may result in irreparable damage for which the non-breaching party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the non-breaching party may immediately seek enforcement of this Service Level ILA by means of specific performance or injunction, without any requirement to post a bond or other security.

18. Counterparts. This Service Level ILA may be executed in counterparts by UTA and the County. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Interlocal Act.

19. Governing Law. This Service Level ILA shall be governed by the laws of the State of Utah both as to interpretation and performance.

20. Term of Agreement. This Service Level ILA shall take effect on April 1, 2019 and shall terminate on the later of (i) 50 years from the effective date hereof (as required by Section 11-13-216 of the Act), or (ii) the cessation of all of the Taxes.

21. Entire Agreement. This Service Level ILA and the referenced Fourth Quarter ILA, collectively contain 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 said agreements shall be binding or valid; and this Service Level ILA may not be enlarged, modified, or altered except in writing, and signed by the parties. The above Recitals are incorporated herein by this reference.

22. Potential Name Change. Enacted in 2018, Section 17B-2a-803.1 of the Utah Code changes the name of Utah Transit Authority to Transit District of Utah but provides that UTA shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the parties acknowledge that any such name change, or lack thereof, will only pertain to UTA's name, and will not affect the duties and obligations of the parties set forth in this Service Level ILA or otherwise.


IN WITNESS WHEREOF, the Parties have entered into this Service Level ILA effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Reviewed as to Proper Form and Compliance with  
Applicable Law:

  
\_\_\_\_\_  
UTA Legal Counsel



UTAH COUNTY

By \_\_\_\_\_  
Its \_\_\_\_\_

Reviewed as to Proper Form and Compliance with Applicable Law:  
Utah County Attorney

By: \_\_\_\_\_

Deputy Utah County Attorney

ATTEST & COUNTERSIGN:  
Utah County Clerk/Auditor

By: \_\_\_\_\_

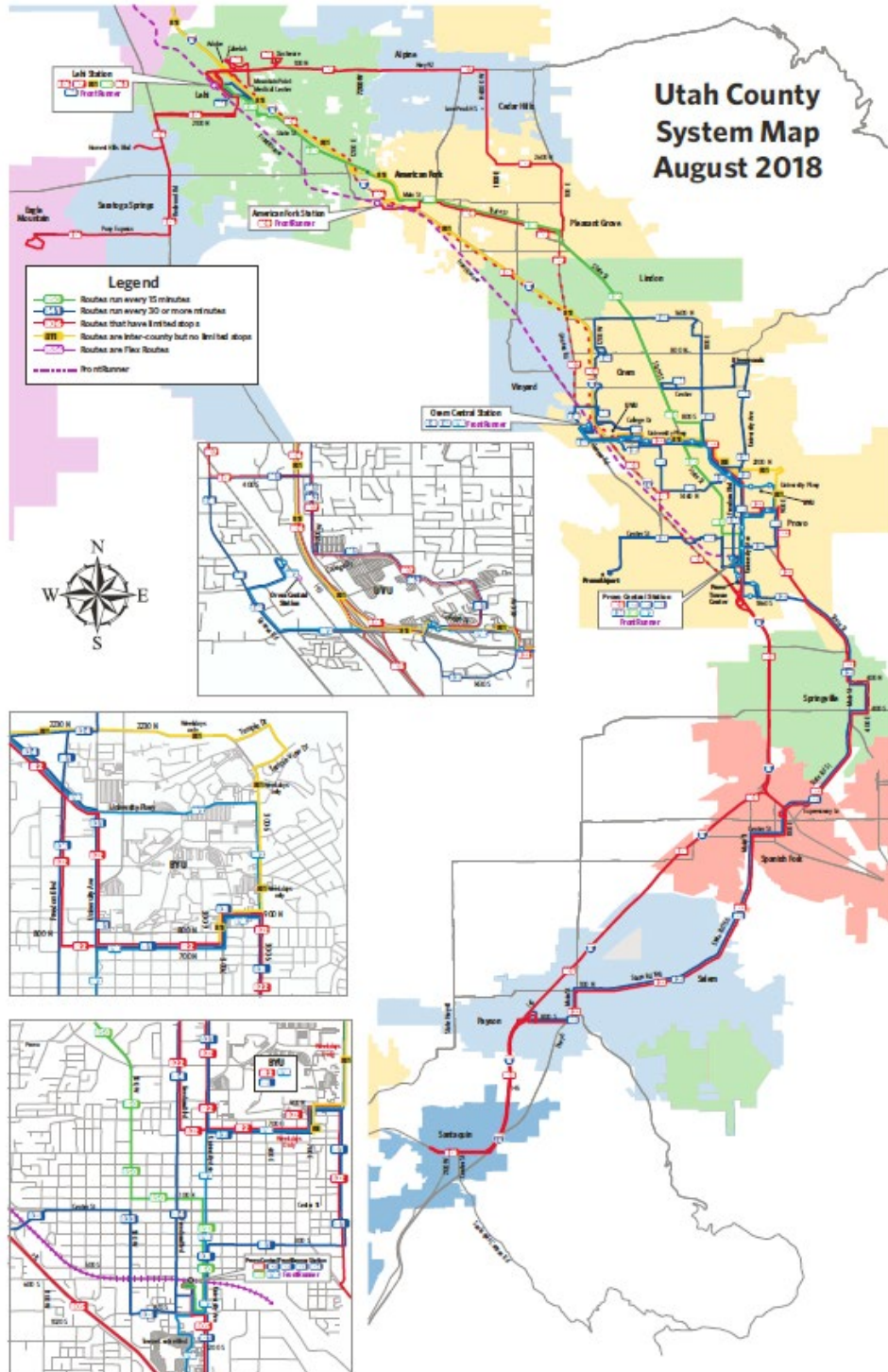
Deputy Utah County Clerk/Auditor

[Attach Utah County and UTA Resolutions Approving Addendum]

ATTACHMENT A  
Description of Current Transit Service  
For This Service Level ILA

# Current State of UTA System in Utah County

Figure 1. UTA Utah County System Map



UTA depends on local sales taxes to fund a significant portion of its operating expenses. This document explains how that money is spent to provide local bus service in Utah County.

The FrontRunner system connects most cities within the Wasatch Front and is a vital connection between Utah County and the rest of UTA’s service area. As a result, rail connectivity will continue to be a major consideration for many bus route alignments and schedules.

**Figure 2. Existing UTA Route frequencies and spans of service**

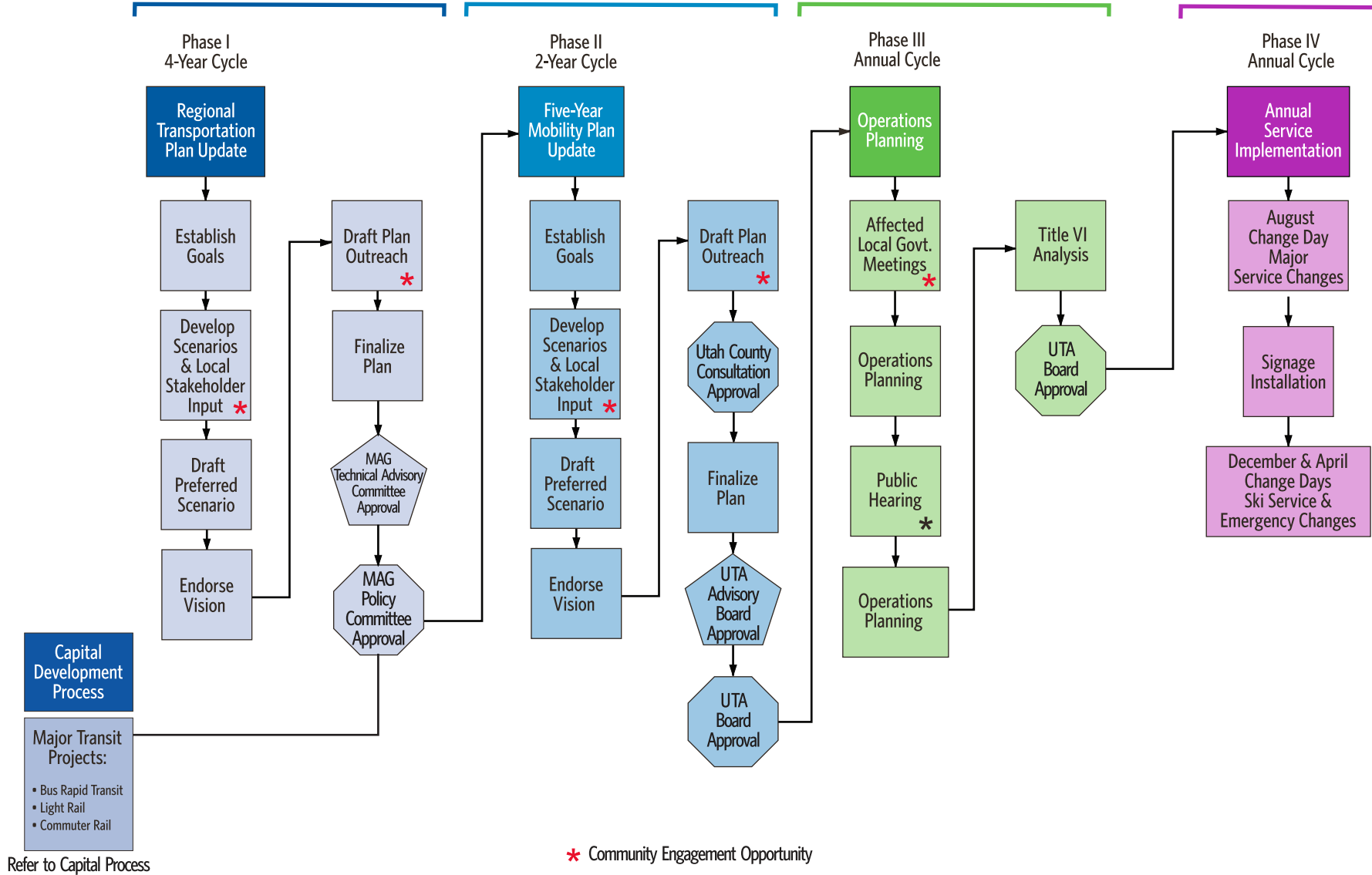
Route Number	Route Name	Weekday Frequency	Saturday Frequency
805	Santaquin/Payson/Spanish Fork – Provo Central Station	30-60 (13 trips)	
806	Saratoga Springs/Eagle Mountain – Lehi Station	30 (8 trips)	
807	North County/Lehi Station	8 trips	
809	Pleasant Grove/American Fork Station	4 trips	
811	Utah Valley TRAX Connector – Draper/UVU	30-60 (20 trips)	60 (24 trips) *10 Sunday trips
821	South Utah County/Provo Station	30-60	60
822	South Utah County/BYU/UVU	8 trips	
831	Provo-Grandview	30-60	60
833	Airport/Provo Central Station	30-60	60
834	Riverwoods/Provo Central Station	30-60	60
841	UVU/Orem Station	30	60
850	State Street	15-30-60	30
862	Orem East/West	30	60
863	Lehi Station/Adobe/Xactware	14 trips	
864	Lehi Station/Thanksgiving Point	10 trips	
880	Sundance Ski Service	Ski season only	Ski season only
UVX	Orem Station to Provo Station BRT	6-10-15-30-60	15-30

ATTACHMENT B  
Description of the Process Through Which UTA  
Will Consider New Transit Service and Changes  
In Service Levels Within Utah County  
For This Service Level ILA

# Utah County Service Agreement

## UTA Service Planning and Implementation Process

### Strategic Planning    Service Planning    Operations Planning    Implementation



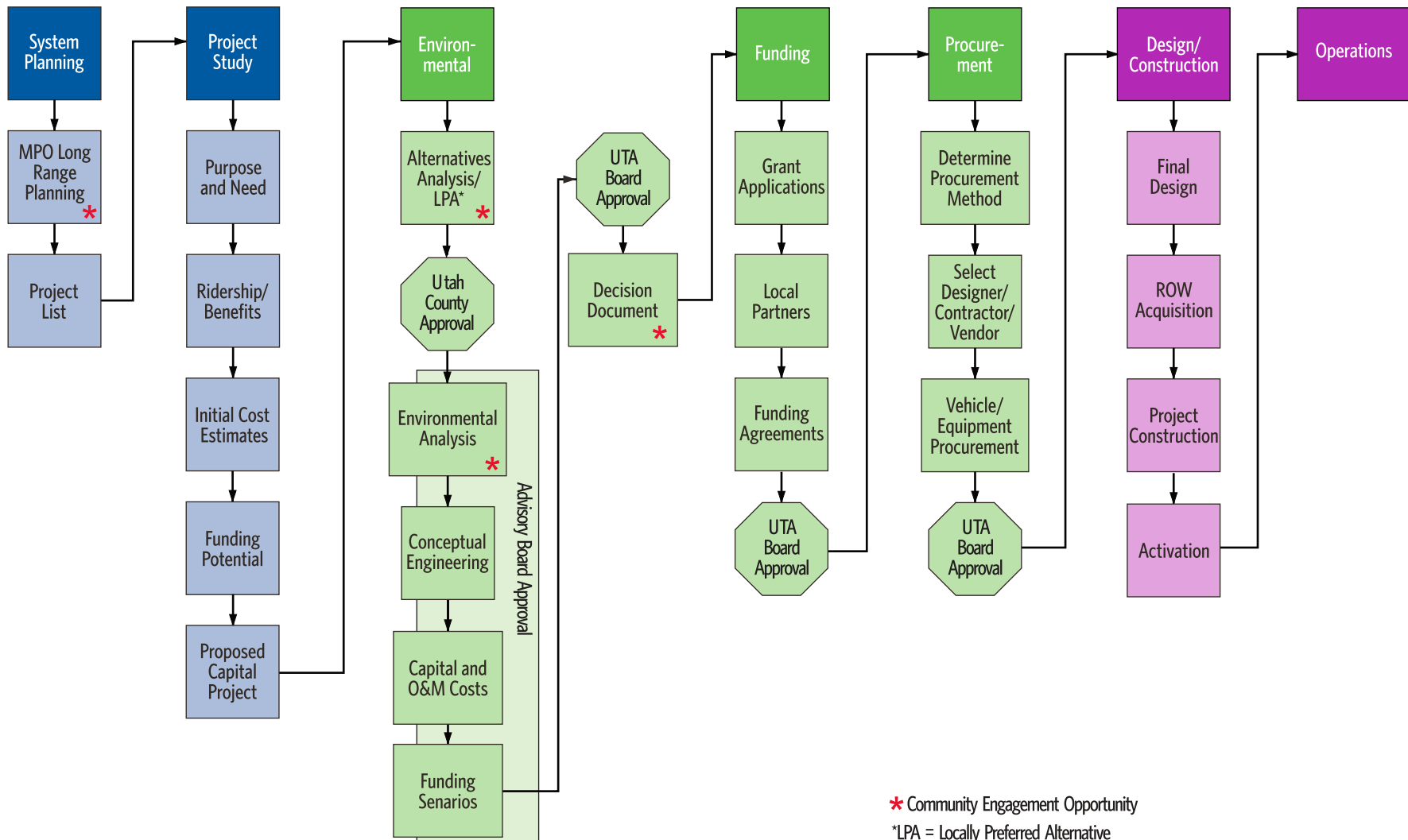
ATTACHMENT C  
Description of the Process Through Which UTA  
Will Consider Major Transit Projects Within Utah County  
Funded by the Taxes For This Service Level ILA

# Utah County Service Agreement UTA Capital Development Process

## Planning

## Development

## Implementation





## Detailed Contract Description & Purpose

**Board Review Date:** 5/8/2019

**Document Type:** Contract

**Action Requested:** Motion to approve the contract or change order

**Criteria:** Contract is \$200,000 - \$999,999

**Contract Title:** Bus Lifts for Meadowbrook and Ogden Facilities

**Contract #** 19-03021BM

**Project Manager:** Rod Wilson and Clay Mecham

**Contract Administrator:** Brian Motes

**Impacted Areas:** Meadowbrook and Ogden

**Included in budget?** Yes

**Procurement method:** Best value (RFP)

**Contractor:** Stertil-Koni, Inc.

**Sole-Source Reason:**

N/A

**Qty & Unit price** Lift 1 @ \$159,277

Lift 2 @ \$207,434

**Change Order Value**

**Total Contract Value** \$366,711

**Contract term (Months)** 8

**Contract Start Date** When Executed

**Contract options (Months)** 0

**Contract End Date:** 12/31/2019

**Number of responding firms:** 1

**\$ Value of Next Lowest Bidder** N/A

### General Description & Purpose:

Both the Ogden and Meadowbrook bus garage facilities are in need of new bus lifts to replace existing lifts. Stertil-Koni, Inc. is a state contract approved company (State of Utah Contract MA 2003) and can provide the equipment and service needed for the lift replacements. The two post lift in building three at Meadowbrook will be replaced at a cost of \$159,277. The three post lift in Ogden will be replaced at a cost of \$207,434.

**Attachments:** Contract routing sheet attached? yes

Other attachments? Routing form and contract



# CONTRACT ROUTING SHEET

## CONTRACT SECTION

- 1) Contract/P.O. No. **19-03021BM** (Assigned by Purchasing) Contract Administrator: **Brian Motes**  
 Project Manager: \_\_\_\_\_
- 2) Contract Type  A. A&E/Design  B. Blanket PO  C. Construction  D. Goods  E. Modification  
 F. Option  G. Renewal  H. Services  I. Task Orders
- 3) Procurement Method  RFQ (Quote)  IFB (Low Bid)  RFQ (Qualification)  
 RFP (Best-value)  Sole source  Other: \_\_\_\_\_
- 4) Contract Title **Bus Lift for Meadowbrook and Ogden**
- 5) Description / Purpose (of contract or project)  
**Bus Lift for Meadowbrook and Ogden Facilities with installation**
- 6) Contractor Name **Stertil-Koni, Inc.**
- 7) Effective Dates Beginning: **When executed** Ending: **12/31/19**
- 8) Option to renew?  Yes  No Renewal terms \_\_\_\_\_

## FINANCIAL SECTION

- 9a) Current Contract Value: \$ **366,710.76**
- 9b) Amendment Amount: \_\_\_\_\_
- 9d) New Contract Value (including all amendments) \_\_\_\_\_
- 9e) Is the amount an estimate?  Yes  No  
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? \_\_\_\_\_
- 10) Is the amount a one-time purchase or annual recurring purchase?  One-time  Recurring
- 11) Account Code **40-1663.68912 / 40-1664.68912** Capital Project Code **FMA66319 & 66419**
- 12) Budgeted?  Yes  No Budget amount: \$ **378,428.00**
- 13) Will this contract require support from another department?  Yes  No
- 14) If so, is the other department(s) aware of this contract and the required support?  Yes  No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified?  Yes  No

## SIGNATURE SECTION

	Route to?	Initials	
Contract Compliance	<input checked="" type="checkbox"/> Yes	<u>UB</u>	<u>Lisa Bonham</u>
Accounting Review	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>BM</u>	<u>Bryan Steele</u>
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>Print Name</u>
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>KRA</u>	<u>Kevin Anderson</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>DM</u>	<u>David Hancock</u>
Up to \$100K Chief, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>EC</u>	<u>Eddie Cummins</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval



Goods and Services Agreement

UTA Contract Number 19-03021BM

Bus Lift and Installation at Meadowbrook

THIS GOODS SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the \_\_\_\_\_ day of May, 2019 (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and STERTIL-KONI USA, INC., a Maryland corporation (the "Contractor").

**RECITALS**

WHEREAS, on April 8 and 12, 2019, UTA received quotations to provide two Bus Lifts and Installations one for Meadowbrook Facility and Ogden Facility and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the "Goods and Services") according to the terms, conditions and specifications prepared by UTA in Contract 19-03021BM (the "RFP"); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the attached quotes (as subsequently amended through negotiation by the parties); and

WHEREAS, the Bus Lifts and Installations for Meadowbrook and Ogden Facilities quotations submitted by the Contractor ("Contractor's Proposal") were deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

**AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods in accordance with the Contract (including performing any installation, testing commissioning and other Services described in the Contract).

## 2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods and perform all Services no later than December 31, 2019. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

## 3. COMPENSATION AND FEES

UTA shall pay Contractor in accordance with Exhibit A Price Proposal Quotations. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit A. If Exhibit A does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed.

## 4. INCORPORATED DOCUMENTS

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Materials Supply Agreement (including any exhibits and attachments hereto).

2. Contractor's Proposal Quotations including, without limitation, all federal certifications (as applicable);

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

4. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

## 5. INSPECTION, DELIVERY AND TRANSFER OF TITLE

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and

accepted by, UTA.

c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## **6. INVOICING PROCEDURES AND RECORDS**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit A. If Exhibit A does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## **7. WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade.

## **8. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

## **9. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

**10. INSURANCE REQUIREMENTS**

a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form** - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

2. **Automobile Liability** - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

- Combined Single Limit (CSL) \$2,000,000

The policy shall be endorsed to include the following additional insured language: “Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$100,000
  - Disease – Each Employee \$100,000

Policy shall contain a waiver of subrogation against UTA.

d. The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in the Contract are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for the Contract; for its own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

e. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

f. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

## **11. OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of



or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## **12. INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

## **13. USE OF SUBCONTRACTORS**

a. Contractor shall not subcontract any services to be performed by it under the Contract other than those listed and identified in Contractor's proposal without prior approval of UTA.

b. Contractor shall pay all subcontractors for satisfactory performance of their contracts no later than ten (10) days from receipt of each payment UTA makes to Contractor, unless other arrangements are agreed to in writing by the parties involved. UTA shall have no obligations to any subcontractors retained by Contractor.

## **14. CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems management company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

## **15. ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

## **16. TERMINATION**

a. UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. If Contractor materially fails to deliver the Goods in accordance with the Contract requirements, fails to perform any Services in the manner called for in the Contract, or fails to comply with any of its obligations under the Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within seven (7) days after receipt of written notice from UTA, UTA may, at its discretion:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

d. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

## **17. CHANGES**

UTA may direct changes to the Contract. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). No change in the

Contract shall be made unless made pursuant to a mutually executed written instrument designated to be a change order or contract amendment. Oral changes to the Contract are not permitted.

## **18. AUDIT**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit A (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

## **19. FINDINGS CONFIDENTIAL**

a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.

b. It is hereby agreed that the following information is not considered to be confidential:

1. Information already in the public domain;
2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
3. Information developed by or in the custody of Contractor before entering into this Contract;
4. Information developed by Contractor through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

## **20. PROJECT MANAGER**

UTA's Project Manager for the Contract is Rod Wilson for Meadowbrook and Clay Meham for Ogden, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 700 West 3600 South, Salt Lake City, Utah 84101, office phone (801) 287-4627 for Rod and (801) 310-4401 for Clay.

**21. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Brian Motes, Procurement and Contracts Specialist, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3059.

**22. PROHIBITED INTEREST**

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**23. NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

If to Contractor:

Utah Transit Authority

\_\_\_\_\_

ATTN: Procurement and Contracts Specialist

\_\_\_\_\_

669 West 200 South

\_\_\_\_\_

Salt Lake City, UT 84101

\_\_\_\_\_

c. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

**24. DISPUTE RESOLUTION**

a. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

b. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Contractor's Project Manager	Five calendar days

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

c. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

#### **25. GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

#### **26. SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

#### **27. AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

#### **28. NO THIRD PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

#### **29. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

#### **30. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of the Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**31. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 8, 9, 10, 11, 16, 18, 19, 22, 24, 25, 26, 28 and 29.

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

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Name W. Steve Meyer

Title Interim Executive Director

By *Eddy Cumins*

Name D. Eddy Cumins

Title *Chief operating officer*  
~~Director of Asset Management~~

Approved as to Form

*R. B. Belina*

UTA Contract Compliance

UTA Project Code 19-03021BM

**STERTIL-KONI USA, INC.**

By *John Dellamore*  
Name JOHN DELLAMORE  
Title PRESIDENT

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Fed ID# 52-2010741

Reviewed & Recommended

*Rod Wilson*

UTA Project Managers

*Rod Wilson*  
*Clay Meckham*

Exhibit A  
Quotations



CSLB #980409  
DIR 1000004282  
www.source-mme.com  
Toll Free 1-888-484-9968

April 12, 2019

Utah Transit Authority  
3600 S 700 W  
Salt Lake City, Utah 84119

Tel: 801-287-3059  
bmotes@rideuta.com

Attention: Brian Motes, Contract Administrator

We are pleased to provide the enclosed proposal and pricing sheet offered by Stertil-KONI. This proposal is based upon the NASPO program Contract No. 05316, Utah State Contract pricing #MA2003 for One (1) Stertil-KONI ECO 60-13 Lift & Components including installation for your review.

Summary:	Complete Unit per attached NASPO price sheet	
	NASPO Price F.O.B. Ogden, Utah	\$152,040.00
	Discount	- 48,652.80
	Sub-Total	\$103,387.20
	Installation	9,200.00
	Civil Work	43,340.00
	Drain Box with Installation (Qty of 2 \$1,675.00 each)	3,350.00
	Total	\$159,277.20

- Stertil-KONI is the NASPO contract holder and all purchasing documents are to go directly to them. The Authority's Purchase Order to be prepared and sent directly to Stertil-KONI.  
200 Log Canoe Circle, Stevensville, MD 21666  
Phone: 410-643-9001 Fax: 410-643-8901  
Email: orders@sterdil-koni.com
- Quotation does not include any applicable sales tax.
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Stertil-KONI products.
- Pricing includes delivery and on-site training.
- Terms: per NASPO Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
Municipal Maintenance Equipment, Inc.

James Wheeler,  
General Manager

Enclosure

4634 Mayhew Road  
Sacramento, CA 95827  
Office: 916-922-1101  
Fax: 916-922-1034

4750 Caterpillar Road, #D  
Redding, CA 96003  
Office: 530-243-4856  
Fax: 530-243-1447

1913 Nancito Circle  
Placencia, CA 92870  
Office: 714-528-8770  
Fax: 714-528-8744

1930 W. Winton Avenue, #8  
Hayward, CA 94545  
Office: 510-670-0230  
Fax: 510-670-9003

6230 Grayhound Lane, #K  
Las Vegas, NV 89122  
Office: 888-484-9968  
Fax: 916-922-1034



Quote

Stertil-Koni  
200 Log Canoe Circle  
Stevensville, MD 21666  
United States

T: 410.643.9001  
F: 410.643.8901

Date 04/11/2019  
Expires 05/22/2019  
Quote # 1306 v4  
Contact Ron Reazer

Prepared for Utah Transit Authority  
Rod Wilson  
3600 S 700 W  
Salt Lake City, Utah 84119  
United States  
E: scott@source-mme.com

NASPO

Item	Qty	Price	Total
<b>ECO60-13</b>	1	\$144,907.00	\$144,907.00
60,000 lbs capacity with 13 ft. (156") travel range			
Code: ECO60-13			
<i>Item Discount</i>	1	32%	(\$46,370.24)
<b>DETACHABLE WIRED REMOTE</b>	1	\$4,647.00	\$4,647.00
Optional detachable wired remote control for ECO60 / ECO90 / DIA64 / DIA70 / DIA96 / DIA105			
Code: RBV050-00			
<i>Item Discount</i>	1	32%	(\$1,487.04)
<b>ADAPTER, WIDE CRADLE, 6 X 10</b>	2	\$575.00	\$1,150.00
Adapter 10" Wide Cradle 6 x 10", price each			
Code: A17122-00			
<i>Item Discount</i>	1	32%	(\$368.00)
<b>ADAPTER, FLAT</b>	2	\$668.00	\$1,336.00
Adapter flat accessory (use with A17122-00), price each			
Code: A17132-00			
<i>Item Discount</i>	1	32%	(\$427.52)



Item	Qty	Price	Total
<b>INSTALLATION</b>	1	\$9,200.00	\$9,200.00 <sup>†</sup>
<b>Installation Includes:</b>			
<ul style="list-style-type: none"> <li>• Machinery and manpower as required to offload lifts</li> <li>• Machinery and manpower as required to assemble ECO Lift on properly installed floor provided by others and to anchor ECO Lift and control console detailed in installation manual.</li> <li>• Hookup of load side hydraulic hoses, compressed air hoses, low voltage intrinsically safe sensor cable if required.</li> <li>• Load test with owner supplied vehicle.</li> <li>• Operator orientation.</li> </ul>			
Code: Install			
<b>Civil Work</b>	1	\$43,340.00	\$43,340.00 <sup>†</sup>
Civil work - Cut concrete, remove and dispose of existing 2-piston Inground lift, cap off underground hydraulic lines, pour concrete footing and stem walls, provide and install steel nosing iron for concrete pit, backfill with gravel, and pour finish concrete slab tying into existing slab with rebar. Work to be provided by a 3rd party contractor, Rocky Mountain Lifts.			
Code: Install			
<b>INSTALLATION</b>	2	\$1,675.00	\$3,350.00 <sup>†</sup>
Optional drain box - Provide and install 18"x18"x36" drain box with submersible pump. Typically, one box in fixed mechanism pit and one box in moveable mechanism pit.			
Code: Install			
<sup>†</sup> Non-taxable item		<b>Subtotal</b>	<b>\$207,930.00</b>
Please contact us if you have any questions.		<b>Discount</b>	<b>(\$48,652.80)</b>
		<b>Total Due</b>	<b>\$159,277.20 USD</b>

**Contract**

NASPO Contract #: 05316 Utah State Contract MA2003

**Terms and Conditions**

1. Product availability and proposed delivery date provided ARO
2. Please submit PO to orders@steril-koni.com



CSLB #980409  
 DIR 1000004282  
 www.source-mme.com  
 Toll Free 1-888-484-9968

April 8, 2019

Utah Transit Authority  
 135 West 17th Street  
 Ogden, Utah 84404

Tel: 801-287-3059  
 bmotes@rideuta.com

Attention: Brian Motes, Contract Administrator

We are pleased to provide the enclosed proposal and pricing sheet offered by Stertil-KONI. This proposal is based upon the NASPO program Contract No. 05316 for One (1) Stertil-KONI Diamond 96-10-10 Lift & Components including Installation for your review.

Summary:	Complete Unit per attached NASPO price sheet	\$211,767.00
	Price F.O.B. Ogden, Utah	
	Discount	- 67,765.44
	Sub-Total	\$144,001.56
	Civil Work	49,932.00
	Installation	13,500.00
	Total	\$207,433.56

- **Stertil-KONI is the NASPO contract holder and all purchasing documents are to go directly to them. The Authority's Purchase Order to be prepared and sent directly to Stertil-KONI.**  
 200 Log Canoe Circle, Stevensville, MD 21666  
 Phone: 410-643-9001 Fax: 410-643-8901  
 Email: orders@sterdil-koni.com
- Quotation does not include any applicable sales tax.
- Municipal Maintenance Equipment, inc. is the local dealer and will provide on-site training, warranty support, and future service for the Stertil-KONI products.
- Product availability and proposed delivery date provided A.R.O.
- Pricing includes delivery and on-site training.
- Terms: per NASPO Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
 Municipal Maintenance Equipment, Inc.

*James Wheeler*

James Wheeler,  
 General Manager

Enclosure

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4634 Mayhew Road Sacramento, CA 95827 Office: 916-922-1101 Fax: 916-922-1034	4750 Caterpillar Road, #D Redding, CA 96003 Office: 530-243-4856 Fax: 530-243-1447	1913 Noncita Circle Placentia, CA 92870 Office: 714-528-8770 Fax: 714-528-8744	1930 W. Winton Avenue, #8 Hayward, CA 94545 Office: 510-670-0230 Fax: 510-670-9003	6230 Greyhound Lane, #K Las Vegas, NV 89122 Office: 888-484-9968 Fax: 916-922-1034
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**Quote**

Stertil-Koni  
200 Log Canoe Circle  
Stevensville, MD 21666  
United States

T: 410.643.9001  
F: 410.643.8901

Date 03/29/2019  
Expires 06/03/2019  
Quote # 1339 v3  
Contact Ron Reazer

Prepared for Utah Transit Authority  
Clay Mecham  
135 West 17th Street  
Ogden, Utah 84404  
United States  
E: scott@source-mme.com

**NASPO**

Item	Qty	Price	Total
<b>DIAMOND 96-10-10</b>	1	\$202,834.00	\$202,834.00
96,000 lbs capacity, 1 fixed and 2 movable cylinder, incl. cassettes (price based on 10' travel front and rear)			
Code: DIAMOND 96-10-10			
<i>Item Discount</i>	1	32%	(\$64,906.88)
<b>INCREASE CASSETTE LENGTH TO 13'</b>	1	\$3,136.00	\$3,136.00
Increase cassette length from 10 ft. to 13 ft. (156") in travel range, price per cassette.			
Code: DEL13 - 96C			
<i>Item Discount</i>	1	32%	(\$1,003.52)
<b>QUICK TURN</b>	1	\$0.00	\$0.00
Quick turn (to have fixed and moveable closer for tandem axes)			
Code: DEL3.25QT - 96C			
<b>DETACHABLE WIRED REMOTE</b>	1	\$4,647.00	\$4,647.00
Optional detachable wired remote control for ECO60 / ECO90 / DIA64 / DIA70 / DIA96 / DIA105			
Code: RBV050-00			
<i>Item Discount</i>	1	32%	(\$1,487.04)
<b>ADAPTER, WIDE CRADLE, 6 X 10</b>	2	\$575.00	\$1,150.00
Adapter 10" Wide Cradle 6 x 10", price each			
Code: A17122-00			
<i>Item Discount</i>	1	32%	(\$368.00)

Item	Qty	Price	Total
<b>Civil Work</b>	1	\$49,932.00	\$49,932.00 <sup>1</sup>

Civil work - Cut concrete, remove and dispose of existing 2-plston inground lift, cap off underground hydraulic lines, pour concrete footings, backfill with gravel, and pour finish concrete slab tying into existing slab with rebar. Work to be provided by a 3rd party contractor, Rocky Mountain Lifts.

Code: Install

<b>INSTALLATION</b>	1	\$13,500.00	\$13,500.00 <sup>1</sup>
---------------------	---	-------------	--------------------------

DIAMOND 96 installation includes: 0

- Unloading, handling, placement of cassettes. Cassettes will be brought on site via flatbed trailer (included in lift price).
- Hardware to anchor cassettes to base slab (spread footing), parts & labor.
- Machinery and manpower as required to offload DIAMOND LIFT internal components (lifting cylinders, safety locking bars, hoses, hardware) and control console from flatbed trailer, and to place DIAMOND LIFT internal components and control console in service bays per contract drawings.
- Machinery and manpower as required to assemble DIAMOND LIFT internal components lift into properly installed cassettes and to anchor control console to the slab on grade as detailed in installation manual.
- Hookup of load side hydraulic hoses, compressed air hoses, low voltage intrinsically safe sensor cable.
- Load test with owner supplied vehicle. 0
- Operator orientation.

Code: Install

<sup>1</sup> Non-taxable item

Please contact us if you have any questions.

**Comments**

The 32% contract discount applies as long as the order for Ogden & Salt Lake City are placed at the same time. If only one lift is purchased, the discount will drop to 29%

Subtotal	\$275,199.00
Discount	(\$67,765.44)
<b>Total Due</b>	<b>\$207,433.56 USD</b>

**Contract**

NASPO Contract #: 05316

**Terms and Conditions**

1. Product availability and proposed delivery date provided ARO
2. Please submit PO to orders@stertil-koni.com

FACTS ABOUT  
CENSUS 2020

# COUNTING HARD-TO-COUNT COMMUNITIES

The U.S. Census has become more accurate over time, but certain communities have been undercounted for decades, at rates higher than other segments of the population. These “hard-to-count” or HTC communities include people of color, low-income households, young children and those who move relatively frequently.

An inaccurate count deprives everyone in our community of equal political representation and public and private resources.

## WHO ARE HARD-TO-COUNT COMMUNITIES?

Hard-to-count (HTC) communities are those who have traditionally been harder for the Census Bureau to reach. They include:

- RACIAL & ETHNIC MINORITIES
- IMMIGRANTS
- NON-NATIVE ENGLISH SPEAKERS
- LOWER INCOME PERSONS
- PEOPLE EXPERIENCING HOMELESSNESS
- SINGLE-PARENT HOUSEHOLDS
- CHILDREN 5 AND UNDER
- RENTERS & RESIDENTS WHO MOVE OFTEN
- OVERCROWDED HOUSING UNITS
- GATED COMMUNITIES AND PUBLICLY INACCESSIBLE MULTIFAMILY UNITS
- YOUNG, MOBILE ADULTS
- LGBTQ PERSONS
- HOUSEHOLDS WITHOUT INTERNET ACCESS
- AMERICAN INDIANS AND ALASKA NATIVE COMMUNITIES

## LOW PARTICIPATION EXPECTED AMONG SOME GROUPS

U.S. Census Bureau research shows some groups will respond to Census 2020 at much lower rates than other groups. Salt Lake County's overall response rate was 77% in the 2010 Census.

Less than high school diploma



18-34-year olds



Low internet proficiency



Asians



Household with 6+ children



Renters



## WHY ARE HTC COMMUNITIES HARD TO REACH?

The Census Bureau has identified four categories of individuals and groups that are harder to count than others.

### HARD TO CONTACT

- Highly mobile persons
- People expressing homelessness
- Physical access barriers, such as gated communities and secure multifamily complexes

### HARD TO INTERVIEW

- Language barriers
- Low literacy
- Lack of online access

### HARD TO LOCATE

- Addresses not in Census database
- Untraditional living arrangements
- Individuals who want to remain hidden

### HARD TO PERSUADE

- Suspicious of government
- Concerns about privacy and cybersecurity
- Low level of civic engagement

## HOW CAN I GET MORE INVOLVED?

THERE'S MORE YOU CAN DO THAN JUST COMPLETING THE CENSUS QUESTIONNAIRE IN APRIL 2020.

- Encourage people to participate.
- Spread the word about why participating in the Census is important.
- Consider applying for a Census 2020 job at [2020census.gov/jobs](https://2020census.gov/jobs).
- Join a local Complete Count Committee.



YOUR CITY LOGO HERE

WHAT IS THE CENSUS?

CENSUS 2020

You  
Matter

— BE COUNTED —

## CENSUS 2020 AND YOU

The U.S. Constitution requires a count, once every 10 years, of everyone living in the country. The count must include people of all ages, races, and ethnic groups; citizens and non-citizens alike. Every household should complete a census form (either online, by mail or phone) by April 1, 2020. The Census is central to our democracy and having an accurate population count is critical for understanding and meeting our community's needs.

### WHY DOES THE CENSUS MATTER?

**FEDERAL FUNDING:** Utah receives about \$5.7 billion a year in federal funding, according to an analysis by George Washington University – that's about \$1,870 per Utah resident. Key programs that rely on this funding include:

- Highway planning and construction
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Medicare Part B
- Section 8 and other housing assistance
- Special education grants (IDEA)
- Children's Health Insurance Program (CHIP)
- Head Start
- Emergency Planning

**POLITICAL REPRESENTATION:** Census data determine the number of U.S. representatives each state sends to Congress and are used to set district boundaries at the state and local levels.

**DECISION-MAKING:** Census responses are part of the official statistics used by the County and are the main source of data for decisions made at the national, state, and local levels. Government, businesses, nonprofits, and foundations use census data to allocate funding, define where services are delivered, and promote economic development.

**DEMOCRACY:** It is important for everyone to be counted in the Census to ensure all voices are heard and fairly represented. Inaccurate information suppresses the voices of undercounted groups and undermines the basic political equality that is central to our democracy.

## CENSUS 2020 WILL TAKE PLACE ONLINE FOR THE FIRST TIME

Options for completing the form via telephone or mail will be available. Computers with internet access will be available for public use at libraries and other public buildings. Individuals can visit [slco.org/census](http://slco.org/census) for more information.



**CENSUS 2020**  
SALT LAKE COUNTY COUNTS

YOUR CITY LOGO HERE

## WHEN AND HOW DO I COMPLETE MY 2020 CENSUS FORM?

THE 2020 CENSUS WILL BE CONDUCTED PRIMARILY ONLINE FOR THE FIRST TIME, BUT IT'S ALSO POSSIBLE TO RESPOND BY MAIL, BY PHONE, OR THROUGH AN IN-PERSON INTERVIEW.

In March 2020, the U.S. Census Bureau will start contacting households through a series of mailings:

### MARCH 12-20, 2020

Every household receives a mailing from the U.S. Census Bureau with instructions to visit their website and fill out a simple 10-question form. Completing the form takes about 10 minutes.

### MARCH 16-24, 2020

Follow-up letter sent to all households reminding them to complete and return the Census survey.

### APRIL 1, 2020, CENSUS DAY

Follow-up letter sent to all households reminding them to complete and return the Census survey.

### APRIL 8-16

Follow-up letter and paper survey sent to non-respondents.

### APRIL 23-30

Final follow-up postcard sent to non-respondents.

### AFTER APRIL 30

Census staff members, called "enumerators," will visit households that haven't completed a census form. Enumerators will have tablet computers on which individuals can complete the census survey. Completing a census form before May is the best way to avoid having an enumerator visit your home.

## WHAT INFORMATION DO I NEED TO PROVIDE?

Information you will provide includes name, relationship to head of household, gender, age, birthday, Hispanic origin and race, and status as a home owner or renter.

The Commerce Department has added a question about the citizenship status of residents, which has not been included in the Census since 1950. This is currently being litigated; it's not clear yet whether the question will be included in the final questionnaire.

## WILL MY INFORMATION BE KEPT CONFIDENTIAL?

Yes. Under federal law, the information collected by the Census must remain private and can be used only for data-collection purposes. Title 13 of the U.S. Code requires census respondents' information be kept private and guarantees personal information will not be used against respondents in court or by a government agency.

Personal census information cannot be disclosed for 72 years. This includes names, addresses and telephone numbers. Census Bureau staff who have access to personal information are sworn to protect confidentiality and are subject to a \$25,000 fine and/or up to five years in federal prison for wrongful disclosure of information.

The Census Bureau compiles individuals' data – not including details like names, addresses and telephone numbers – to develop statistical and demographic information that can be shared with public agencies and other organizations.

## HOW CAN I GET MORE INVOLVED?

THERE'S MORE YOU CAN DO THAN JUST COMPLETING THE CENSUS QUESTIONNAIRE IN APRIL 2020.

- Encourage people to participate.
- Spread the word about why participating in the Census is important.
- Consider applying for a Census 2020 job at [2020census.gov/jobs](https://2020census.gov/jobs).
- Join a local Complete Count Committee.



YOUR CITY LOGO HERE

**UTAH TRANSIT AUTHORITY**  
**AMENDED 2019 OPERATING BUDGET**  
**May 8, 2019**

	2019 Final Budget	TOD Project Manager (7 months)	Utah County 4th Quarter (4 months collections)	2019 Amended Budget
<b><u>Revenue</u></b>				
1 Sales Tax	\$ 311,796,000		3,065,000	\$ 314,861,000
2 Federal Preventative Maintenance	66,188,000			66,188,000
3 Passenger Revenue	53,420,000			53,420,000
4 Advertising	2,467,000			2,467,000
5 Investment Income	8,582,000			8,582,000
6 Other Revenues	3,545,000	68,000		3,613,000
7 Salt Lake City	5,356,000			5,356,000
8 Salt Lake County (S-Line)	500,000			500,000
9 Utah County	2,500,000		(830,000)	1,670,000
10 Motor Vehicle Registration to UDOT	2,400,000			2,400,000
11 Total Revenue	<u>456,754,000</u>	<u>68,000</u>	<u>2,235,000</u>	<u>459,057,000</u>
<b><u>Operating Expense</u></b>				
12 Bus	102,107,000			102,107,000
13 Commuter Rail	29,064,000			29,064,000
14 Light Rail	49,906,000			49,906,000
15 Paratransit Service	22,918,000			22,918,000
16 Rideshare/Vanpool	3,221,000			3,221,000
17 Operations Support	48,097,000			48,097,000
18 General & Administrative	33,689,000			33,689,000
19 Salt Lake City service	4,950,000			4,950,000
20 Salt Lake County service	11,479,000			11,479,000
21 Total Operating Expense	<u>305,431,000</u>	<u>-</u>	<u>-</u>	<u>305,431,000</u>
<b><u>Non-Operating Expense</u></b>				
22 Planning/Real Estate/TOD/Major Program Development	6,083,000	68,000		6,151,000
23 Total Non-operating Expense	<u>6,083,000</u>	<u>68,000</u>	<u>-</u>	<u>6,151,000</u>
<b><u>Debt Service</u></b>				
24 Principal and Interest	119,584,000		2,235,000	121,819,000
25 Contribution to Early Debt Retirement Reserve	23,735,000			23,735,000
26 Contribution to Reserves	1,921,000			1,921,000
27 Total Debt Service and Reserves	<u>145,240,000</u>	<u>-</u>	<u>2,235,000</u>	<u>147,475,000</u>
28 Total Expense	<u>\$ 456,754,000</u>	<u>\$ 68,000</u>	<u>\$ 2,235,000</u>	<u>\$ 459,057,000</u>



**UTAH TRANSIT AUTHORITY  
 AMENDED 2019 CAPITAL BUDGET - SUMMARY  
 UTAH TRANSIT AUTHORITY**

<u>Funding Sources</u>	2019 Final Budget	2018 Capital Carryover Adjustment	2019 Amended Budget
29 UTA Current Year Funding	\$ 23,113,000		\$ 23,113,000
30 2018 UTA Carryover Funding	23,439,000	(2,300,562)	21,138,438
31 Grants	50,031,000	12,367,278	62,398,278
32 Local Partner Contributions	11,009,000	6,004,733	17,013,733
33 State Contribution	4,677,000	388,699	5,065,699
34 2018 Bond Proceeds	19,020,000	6,057,792	25,077,792
35 Leasing	10,090,000	1,013,282	11,103,282
36 Total Funding Sources	<u>141,379,000</u>	<u>23,531,222</u>	<u>-</u> 164,910,222
<u>Expense</u>			
37 Provo-Orem TRIP	2,500,000	8,091,896	10,591,896
38 Airport Station Relocation	2,650,000	-	2,650,000
39 State of Good Repair	46,754,000	290,243	47,044,243
40 Other Capital Projects	89,475,000	15,149,083	104,624,083
41 Total Expense	<u>\$ 141,379,000</u>	<u>\$ 23,531,222</u>	<u>\$ -</u> \$ 164,910,222

Exhibit 1

Project name	2019 Capital Budget	Reallocation of 2019 Budget Between Projects	New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged - Adjustment for Carryover Amount	Amended 2019 Capital Budget
<b>1 Provo-Orem TRIP</b>	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 8,091,896	\$ 10,591,896
<b>2</b>						
<b>3 Airport Station Relocation</b>	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ 2,650,000
<b>4</b>						
<b>5 State of Good Repair</b>						
<b>6 Revenue / Service Vehicles</b>						
7 Replacement Buses	\$ -					
8 Replacement Paratransit	2,880,000	-	-	-	(224,833)	2,655,167
9 Van pool Van replacement	1,960,000	-	-	-	1,238,115	3,198,115
10 Non-Rev Service Vehicle Replacement	200,000	-	-	-	(180,548)	19,452
11 Total Revenue/Service Vehicles	\$ 5,040,000	\$ -	\$ -	\$ -	\$ 832,734	\$ 5,872,734
<b>12</b>						
<b>13 Information Technology</b>						
14 Central Division Fluid Management System (Graco Matrix System)	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ 33,000
15 IT Allocation for Projects	1,300,000	(1,300,000)	-	-	-	-
16 Improve MDX on TRAX Trains	-	10,000	-	-	-	10,000
17 AppDev and Enhancements	-	300,000	-	-	(13,939)	286,061
18 JDE Time / Labor Improvements	80,000	-	-	(80,000)	-	-
19 New MS SQL Server Licenses	66,000	-	-	(66,000)	-	-
20 Radio Communication Infrastructure	185,414	90,000	-	-	(116,192)	159,222
21 Server, Storage Infrastructure Equipment and Software	75,000	135,000	-	-	(67,576)	142,424
22 Rail Communication On-Board Technology	308,494	-	-	-	(95,026)	213,468
23 Info Security Equip & SW (PCI Compliance and Cyber Security)	400,000	315,000	-	-	(307,736)	407,264
24 Bus Communication On-Board Technology	437,000	250,000	-	-	(189,956)	497,044
25 Information Builders Licenses	31,750	-	-	(31,750)	-	-
26 WiFi Towers	150,000	-	-	-	(410)	149,590
27 IT Managed Reserves	467,968	-	-	-	(269,502)	198,466
28 Vanpool-02 Driver Tracking and Database System	55,000	-	-	-	-	55,000
29 WFRG Grant Passenger Info Improvements	1,459,831	-	-	-	-	1,459,831
30 AppDev JDE System Upgrade	258,638	-	-	-	(21,913)	236,725
31 Legal SW	288,685	-	-	-	(91,605)	197,080
32 Fares System Improvements	199,336	-	-	-	(136,495)	62,841
33 CoordM-04 ITS Development	164,975	-	-	-	89,633	254,608
34 Network & Infrastructure Equipment	251,223	200,000	-	-	(241,903)	209,320
35 IVR Passenger Callout	200,995	-	-	-	(60,728)	140,267
36 Front Runner PA System	27,600	-	-	(20,654)	(6,946)	-
37 Sire to Onbase Migration and Upgrade	15,600	-	-	(15,600)	-	-
38 Meadowbrook Data Center Replacement	11,871	-	-	-	(11,871)	-
39 Mobile Ticketing App	121,048	-	-	(121,048)	-	-
40 FrontRunner WiFi Enhancements	150,910	-	-	-	(90,220)	60,690
41 Trapeze Enhancements	100,000	-	-	(70,000)	-	30,000
42 TOPS Software Web Based	18,676	-	-	(18,676)	-	-
43 System Infrastructure and Enhancements	12,171	-	-	(484)	(11,687)	-
44 Electronic Fare Collection	3,293,112	-	-	-	(509,777)	2,783,335
45 Rail Passenger Info	476,235	-	-	-	(17,633)	458,602
46 TC-1 Timekeeping Upgrade	480,000	-	-	-	-	480,000
47 VTCLI Marketing	-	-	-	-	8,880	8,880
48 Total Information Technology	\$ 11,120,532	\$ -	\$ -	\$ (424,212)	\$ (2,162,602)	\$ 8,533,718
<b>49</b>						
<b>50 Facilities, Safety, &amp; Admin Equip.</b>						
51 Office Equipment Reserve	\$ 100,000	\$ -	\$ -	\$ -	\$ (706)	\$ 99,294
52 Equipment Managed Reserve	425,000	-	-	-	-	425,000
53 Facilities Managed Reserve	1,100,000	(792,000)	-	-	-	308,000
54 Replacement Lift at Meadowbrook	-	165,000	-	-	-	165,000
55 Replacement Lift at Ogden	-	225,000	-	-	-	225,000
56 UPS Replacemnt at Riverside	-	25,000	-	-	-	25,000
57 Boiler Pump at Warm Springs	-	40,000	-	-	-	40,000
58 Fire Monitoring system Upgrade at Ogden	-	25,000	-	-	-	25,000
59 Ogden Fuel Door Replacement	-	12,000	-	-	-	12,000
60 Concrete /Asphalt Repair and Replacement	-	200,000	-	-	-	200,000
61 Oil/Water Separator at Riverside	-	100,000	-	-	-	100,000
62 Corridor Fencing - Replacement	50,000	-	-	-	130,418	180,418
63 Camera Sustainability	50,000	-	-	-	5,732	55,732
64 Access Control for Data Rooms	-	15,000	-	-	8,442	23,442
65 Ballastic Vest Replacement	-	15,000	-	-	(360)	14,640
66 Bus Camera Overhaul/Replacement	-	50,000	-	-	-	50,000
67 Camera Coverage on PCC Cabinets	-	35,000	-	-	-	35,000
68 Canine Detection Dog(s)	-	8,000	-	-	-	8,000
69 Emergency Operations Training	-	10,000	-	-	-	10,000
70 Facilities Security SGR	-	30,000	-	-	-	30,000
71 Fall Arrest - Track 3 MRSC and Track 10 JRSC	-	40,000	-	-	-	40,000
72 Fall Arrest - Wheel Truing Machine	-	20,000	-	-	-	20,000
73 Laptop Replacement	-	35,000	-	-	-	35,000
74 Meadowbrooke West Employee Parking Lot Gate Improvements	-	30,000	-	-	-	30,000
75 Mini Robot	-	12,000	-	-	-	12,000
76 Next Crossing Camera Installation	-	35,000	-	-	7,210	42,210
77 Riverside Employee Parking Lot Fencing	-	50,000	-	-	-	50,000
78 Police Vehicle Replacement	-	215,000	-	-	32,681	247,681
79 Safety projects	822,169	(600,000)	-	-	(184,123)	38,046

Project name	2019 Capital Budget	Reallocation of 2019		New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged -	
		Budget Between Projects				Adjustment for Carryover Amount	Amended 2019 Capital Budget
80 Tasers	-	-	-	-	-	101,734	101,734
81 Body Cameras	-	-	-	-	-	115,000	115,000
82 Bus Safety Security	-	-	-	-	-	36,724	36,724
83 Emergency Management Items	-	-	-	-	-	4,652	4,652
84 Public Awareness Campaign	-	-	-	-	-	28,574	28,574
85 Camera Coverage on Platforms	-	-	-	-	-	7,788	7,788
86 Steel Bucket Replacements	-	-	-	-	-	23,000	23,000
87 Total Facilities, Safety, & Admin Equip.	\$ 2,547,169	\$ -	\$ -	\$ -	\$ -	\$ 316,766	\$ 2,863,935
88							
89 <b>Infrastructure State of Good Repair Projects</b>							
90 Main St/4th S HGU Interlocking Rehab switches/ frogs	\$ 4,743,940	\$ -	\$ -	\$ -	\$ 283,821	\$ (283,821)	\$ 4,743,940
91 Bridge Rehabilitation & Maintenance	278,000	-	-	-	-	41,543	319,543
92 Bus Engine/Transmission Replacements	1,000,000	-	-	-	-	1,015,733	2,015,733
93 Commuter Rail Cab and Coach Car Overhaul Program	500,000	-	-	-	-	-	500,000
94 FrontRunner Platform Snowmelt System Repairs	30,000	-	-	-	-	-	30,000
95 Light Rail Grade Crossing Program	856,273	-	-	-	-	(56,273)	800,000
96 SD Light Rail Vehicle Overhaul	5,273,388	-	-	-	-	(720,271)	4,553,117
97 SGR Repair LRV	948,000	-	-	-	(311,445)	93,445	730,000
98 S70 Light Rail Vehicle Overhaul	4,096,000	-	-	-	-	-	4,096,000
99 Signal and Grade Crossing Bungalow Batteries	70,000	-	-	-	-	-	70,000
100 Stray Current Mitigation	600,000	-	-	-	-	(179,069)	420,931
101 TPSS Component Replacement	600,000	-	-	-	-	-	600,000
102 Delta and 150 Interlocking Replacement	1,889,542	-	-	-	-	2,110,458	4,000,000
103 Rail Replacement Work	1,847,472	-	-	-	-	97,550	1,945,022
104 Paint Room Bldg. 8	242,928	-	-	-	-	18,567	261,495
105 Prime Mover Turbocharger Replacement	192,545	(4,225)	-	-	-	(188,320)	-
106 Prime Mover Engine Rebuild	3,889,562	4,225	-	-	-	(443,882)	3,449,905
107 Asset Management SW	10,000	-	-	-	-	1,212	11,212
108 Other	477,869	(375,841)	-	-	-	69,415	171,443
109 C - Car Tires	500,209	-	-	-	-	(275,209)	225,000
110 OK Building Roof	-	375,841	-	-	-	-	375,841
111 RFID Tracking System	-	-	-	-	-	5,157	5,157
112 820 North Provo Ped Improvements	-	-	-	-	-	74,360	74,360
113 Locomotive HEP Engine	-	-	-	-	-	248,647	248,647
114 CR Grade Crossing	-	-	-	-	-	25,826	25,826
115 Roof Replacements	-	-	-	-	-	58,259	58,259
116 Bus Lift Replacements	-	-	-	-	-	25,083	25,083
117 II Plug Installations	-	-	-	-	-	17,342	17,342
118 Total State of Good Repair	\$ 28,045,728	\$ -	\$ -	\$ -	\$ (27,624)	\$ 1,755,752	\$ 29,773,856
119 <b>Total State of Good Repair</b>	\$ 46,753,429	\$ -	\$ -	\$ -	\$ (451,836)	\$ 742,650	\$ 47,044,243
120							
121 <b>Capital Projects</b>							
122 <b>Capital Projects</b>							
123 Ogden/Weber State University BRT Design	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ 2,408,924	\$ 4,108,924
124 Prop #1 Davis County Improvements	2,070,753	-	-	-	-	(112,889)	1,957,864
125 Prop #1 Weber County Improvements	199,271	-	-	-	-	362,761	562,032
126 Prop#1 Tooele County Improvements	71,576	-	-	-	-	(2,208)	69,368
127 Positive Train Control	5,598,884	-	-	-	-	(417,785)	5,181,099
128 TIGER Program of Projects	15,012,832	-	-	-	-	(906,109)	14,106,723
129 UVU Ped Bridge	2,000,000	-	-	-	-	-	2,000,000
130 3300/3500 South MAX Expansion & Optimization	268,154	-	-	-	-	-	268,154
131 Box Elder Right of Way Preservation	4,693,670	-	-	-	-	279,247	4,972,917
132 Clearfield FR Station Trail	268,154	-	-	-	-	-	268,154
133 Depot District- Phased Project, 2018 Phase 1 and Future Phases	27,342,434	-	-	-	-	(226,617)	27,115,817
134 SLCounty ROW Preservation/SWSLCo Transit Corridor	-	-	-	-	-	-	-
135 Sugar House Double Tracking	2,898,725	-	-	-	(998,725)	(700,000)	1,200,000
136 UDOT 1-15 Widening/7200 South bridge replacement	1,511,613	-	-	-	-	672,461	2,184,074
137 Update Bike Cars on FrontRunner	296,699	-	-	-	-	-	296,699
138 Stairs to and Heated Apron on Track 15 at JRSC	150,000	-	-	-	-	-	150,000
139 System-Wide ADA Bus Stop Imp	100,000	-	-	-	-	(16,396)	83,604
140 Paint Booth at Warm Springs	450,000	-	-	-	-	-	450,000
141 Warm Springs Fabrication Shop	78,395	-	-	-	-	-	78,395
142 South Davis BRT	1,200,000	-	-	-	-	(681)	1,199,319
143 DSI Inventory software & scanners	104,200	(104,200)	-	-	-	-	-
144 Badge Access and Cameras for Part Rooms	-	104,200	-	-	-	-	104,200
145 Wayfinding Signage Plan	747,951	-	-	-	-	245,609	993,560
146 Weber Cnty CR ROW Preservation	450,000	-	-	-	-	50,000	500,000
147 SW SLCounty ROW preservation	600,000	-	-	-	(600,000)	-	-
148 MOW Building - Clearfield	350,000	-	-	-	-	-	350,000
149 Signal Pre-emption Projects w/UDOT	622,831	-	-	-	-	398,944	1,021,775
150 Sandy Parking Structure	4,436,023	-	-	-	-	1,804,256	6,240,279
151 Prop #1 for Tiger - Tooele County	61,147	-	-	-	(61,147)	-	-
152 20-1717 - 5310 Prgrm-SLC/WVC	2,303,894	-	-	-	-	(143,625)	2,160,269
153 20-1716 - 5310 Prgrm-PRO/OREM	528,125	-	-	-	-	1,467	529,592
154 20-1715 - 5310 Prgrm-OGD/LAY	928,700	-	-	-	-	(447)	928,253
155 5310 Grant UT-2016-013 Utah County UZA	410,922	-	-	-	-	(366,512)	44,410
156 5310 Grant UT-2016-013 Davis/Weber UZA	756,593	-	-	-	-	(568,425)	188,168
157 5310 Grant UT-2016-013 Salt Lake UZA	1,201,785	-	-	-	-	(908,682)	293,103
158 Electric Bus Purchase Lo/No Grant	237,165	-	-	-	-	5,846,532	6,083,697
159 FTA 5310 Funds as designated recipient	527,317	-	-	-	-	(375,239)	152,078
160 FL 2015 ROW	456,323	-	-	-	-	70,994	527,317
161 Tooele Bus Facility	2,291,147	-	-	-	-	(1,017,932)	1,273,215

Project name	2019 Capital Budget	Reallocation of 2019		New Project - Not Previously Budgeted	Project Estimate Change in Budgeted Project	Project Budget Unchanged -		Amended 2019 Capital Budget
		Budget Between Projects				Adjustment for Carryover Amount		
162 Salt Lake City Buses	5,250,000	-		-	-	-		5,250,000
163 U of U Union Building Hub	399,400	-		-	-	-		399,400
164 Sharp/Tintic Rail	100,444	-		-	6,029,856	-		6,130,300
165 Park City Electric Bus Replacement	-	-		2,897,267	-	-		2,897,267
166 Vanpool Vineyard Expansion	-	-		135,000	-	-		135,000
167 Point of Mountain AA	800,000	-		-	-	-		800,000
168 UTA ADA Bus Stop Improvements UTCO	-	-		675,000	-	-		675,000
169 TVM Replacement Program	-	-		-	-	25,810		25,810
170 Downtown TRAX Signal Improvements	-	-		-	-	11,100		11,100
171 650 South TRAX Station	-	-		-	-	200,000		200,000
172 Timp Fit Factory Remodel	-	-		-	-	32,272		32,272
173 Police Substation and Customer Service Booth at Provo IMC	-	-		-	-	424,875		424,875
174 Total Capital Projects	\$ 89,475,127	\$ -		\$ 3,707,267	\$ 4,369,984	\$ 7,071,705		\$ 104,624,083
175 <b>Total Capital Budget</b>	<b>\$141,378,556</b>	<b>\$ -</b>		<b>\$ 3,707,267</b>	<b>\$ 3,918,148</b>	<b>\$ 15,906,251</b>		<b>\$ 164,910,222</b>

Exhibit 2

Project Name	2019 Amended				Lease	State Funding	Local Partners	UTA Funded
	Budget	Bonds	Grants					
1 Provo-Orem TRIP	\$ 10,591,896	\$ 6,968,557	\$ 3,623,339	\$ -	\$ -	\$ -	\$ -	
2								
3 Airport Station Relocation	\$ 2,650,000	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	
4								
5 State of Good Repair								
6 Revenue / Service Vehicles								
7 Replacement Buses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8 Replacement Paratransit	2,655,167	-	-	2,655,167	-	-	-	
9 Van pool Van replacement	3,198,115	-	-	3,198,115	-	-	-	
10 Non-Rev Service Vehicle Replacement	19,452	-	-	-	-	-	19,452	
11 Total Revenue/Service Vehicles	\$ 5,872,734	\$ -	\$ -	\$ 5,853,282	\$ -	\$ -	\$ 19,452	
12								
13 Information Technology								
14 Central Division Fluid Management System (Graco Matrix System	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000	
15 IT Allocation for Capital Projects	-	-	-	-	-	-	-	
16 Improve MDX on TRAX Trains	10,000	-	-	-	-	-	10,000	
17 AppDev and Enhancemnts	286,061	-	-	-	-	-	286,061	
18 JDE Time / Labor Improvements	-	-	-	-	-	-	-	
19 New MS SQL Server Licenses	-	-	-	-	-	-	-	
20 Radio Communication Infrastructure	159,222	-	-	-	-	-	159,222	
21 Server, Storage Infrastructure Equipment and Software	142,424	-	-	-	-	-	142,424	
22 Rail Communication On-Board Technology	213,468	-	-	-	-	-	213,468	
23 Info Security Equip & SW (PCI Compliance and Cyber Security)	407,264	-	-	-	-	-	407,264	
24 Bus Communication On-Board Technology	497,044	-	-	-	-	-	497,044	
25 Information Builders Licenses	-	-	-	-	-	-	-	
26 WiFi Towers	149,590	-	-	-	-	-	149,590	
27 IT Capital Pool	198,466	-	-	-	-	-	198,466	
28 Vanpool-02 Driver Tracking and Database System	55,000	-	-	-	-	-	55,000	
29 WFRC Grant Passenger Info Improvements	1,459,831	-	1,361,000	-	-	-	98,831	
30 AppDev JDE 9.2 System Upgrade	236,725	-	-	-	-	-	236,725	
31 Legal SW	197,080	-	-	-	-	-	197,080	
32 Fares System Improvements	62,841	-	-	-	-	-	62,841	
33 CoordM-04 ITS Development	254,608	-	187,750	-	-	-	66,858	
34 Network & Infrastructure Equipment	209,320	-	-	-	-	-	209,320	
35 IVR Passenger Callout	140,267	-	-	-	-	-	140,267	
36 Front Runner PA System	-	-	-	-	-	-	-	
37 Sire to Onbase Migration and Upgrade	-	-	-	-	-	-	-	
38 Meadowbrook Data Center Replacement	-	-	-	-	-	-	-	
39 Mobile Ticketing App	-	-	-	-	-	-	-	
40 FrontRunner WiFi Enhancements	60,690	-	-	-	-	-	60,690	
41 Trapeze Enhancements	30,000	-	-	-	-	-	30,000	
42 TOPS Software Web Based	-	-	-	-	-	-	-	
43 System Infrastructure and Enhancements	-	-	-	-	-	-	-	
44 Electronic Fare Collection	2,783,335	-	-	-	-	-	2,783,335	
45 Rail Passenger Info	458,602	-	-	-	-	-	458,602	
46 TC-1 Timekeeping Upgrade	480,000	-	-	-	-	-	480,000	
47 VTCLI Marketing	8,880	-	8,880	-	-	-	-	
48 Total Information Technology	\$ 8,533,718	\$ -	\$ 1,557,630	\$ -	\$ -	\$ -	\$ 6,976,088	
49								
50 Facilities, Safety, & Admin Equip.								
51 Office Equipment Reserve	\$ 99,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,294	
52 Equipment Managed Reserve	425,000	-	-	-	-	-	425,000	
53 Facilities Managed Reserve	308,000	-	-	-	-	-	308,000	
54 Replacement Lift at Meadowbrook	165,000	-	-	-	-	-	165,000	
55 Replacement Lift at Ogden	225,000	-	-	-	-	-	225,000	
56 UPS Replacemnt at Riverside	25,000	-	-	-	-	-	25,000	
57 Boiler Pump at Warm Springs	40,000	-	-	-	-	-	40,000	
58 Fire Monitoring system Upgrade at Ogden	25,000	-	-	-	-	-	25,000	
59 Ogden Fuel Door Replacement	12,000	-	-	-	-	-	12,000	
60 Concrete /Asphalt Repair and Replacement	200,000	-	-	-	-	-	200,000	
61 Oil/Water Separator at Riverside	100,000	-	-	-	-	-	100,000	
62 Corridor Fencing - Replacement	180,418	-	-	-	-	-	180,418	
63 Camera Sustainability	55,732	-	-	-	-	-	55,732	
64 Access Control for Data Rooms	23,442	-	-	-	-	-	23,442	
65 Ballastic Vest Replacement	14,640	-	-	-	-	-	14,640	
66 Bus Camera Overhaul/Replacement	50,000	-	-	-	-	-	50,000	
67 Camera Coverage on PCC Cabinets	35,000	-	-	-	-	-	35,000	
68 Canine Detection Dog(s)	8,000	-	8,000	-	-	-	-	

Project Name	2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
69	Emergency Operations Training	10,000	-	-	-	-	10,000
70	Facilities Security SGR	30,000	-	-	-	-	30,000
71	Fall Arrest - Track 3 MRSC and Track 10 JRSC	40,000	-	-	-	-	40,000
72	Fall Arrest - Wheel Truing Machine	20,000	-	-	-	-	20,000
73	Laptop Replacement	35,000	-	-	-	-	35,000
74	Meadowbrooke West Employee Parking Lot Gate Improvements	30,000	-	-	-	-	30,000
75	Mini Robot	12,000	-	-	-	-	12,000
76	Next Crossing Camera Installation	42,210	-	-	-	-	42,210
77	Riverside Employee Parking Lot Fencing	50,000	-	-	-	-	50,000
78	Police Vehicle Replacement	247,681	-	-	-	-	247,681
79	Safety projects	38,046	-	-	-	-	38,046
80	Tasers	101,734	-	-	-	-	101,734
81	Body Cameras	115,000	-	-	-	-	115,000
82	Bus Safety Security	36,724	-	-	-	-	36,724
83	Emergency Management Items	4,652	-	-	-	-	4,652
84	Public Awareness Campaign	28,574	-	28,574	-	-	-
85	Camera Coverage on Platforms	7,788	-	-	-	-	7,788
86	Steel Bucket Replacements	23,000	-	-	-	-	23,000
87	Total Facilities, Safety, & Admin Equip.	\$ 2,863,935	\$ -	\$ 36,574	\$ -	\$ -	\$ 2,827,361
88							
89	<b>Infrastructure State of Good Repair Projects</b>						
90	Main St/4th S HGU Interlocking Rehab switches/ frogs	\$ 4,743,940	\$ 4,460,119	\$ -	\$ -	\$ -	\$ 283,821
91	Bridge Rehabilitation & Maintenance	319,543	-	-	-	-	319,543
92	Bus Engine/Transmission Replacements	2,015,733	-	-	-	-	2,015,733
93	Commuter Rail Cab and Coach Car Overhaul Program	500,000	-	-	-	-	500,000
94	FrontRunner Platform Snowmelt System Repairs	30,000	-	-	-	-	30,000
95	Light Rail Grade Crossing Program	800,000	-	-	-	-	800,000
96	SD Light Rail Vehicle Overhaul	4,553,117	-	-	-	-	4,553,117
97	SGR Repair LRV	730,000	-	-	-	-	730,000
98	S70 Light Rail Vehicle Overhaul	4,096,000	-	-	-	-	4,096,000
99	Signal and Grade Crossing Bungalow Batteries	70,000	-	-	-	-	70,000
100	Stray Current Mitigation	420,931	-	-	-	-	420,931
101	TPSS Component Replacement	600,000	-	-	-	-	600,000
102	Delta and 150 Interlocking Replacement	4,000,000	4,000,000	-	-	-	-
103	Rail Replacement Work	1,945,022	1,945,022	-	-	-	-
104	Paint Room Bldg. 8	261,495	-	-	-	-	261,495
105	Prime Mover Turbocharger Replacement	-	-	-	-	-	-
106	Prime Mover Engine Rebuild	3,449,905	-	600,000	-	-	2,849,905
107	Asset Management SW	11,212	-	-	-	-	11,212
108	Other	171,443	-	-	-	-	171,443
109	C - Car Tires	225,000	-	-	-	-	225,000
110	OK Building Roof	375,841	-	-	-	-	375,841
111	RFID Tracking System	5,157	-	-	-	-	5,157
112	820 North Provo Ped Improvements	74,360	-	-	-	74,360	-
113	Locomotive HEP Engine	248,647	-	-	-	-	248,647
114	CR Grade Crossing	25,826	-	-	-	-	25,826
115	Roof Replacements	58,259	-	-	-	-	58,259
116	Bus Lift Replacements	25,083	-	-	-	-	25,083
117	IJ Plug Installations	17,342	-	-	-	-	17,342
118	Total State of Good Repair	29,773,856	10,405,141	600,000	-	-	18,694,355
119	Total State of Good Repair	\$ 47,044,243	\$ 10,405,141	\$ 2,194,204	\$ 5,853,282	\$ -	\$ 74,360
120							
121	<b>Capital Projects</b>						
122	<b>Capital Projects</b>						
123	Ogden/Weber State University BRT Design	\$ 4,108,924	\$ -	\$ 1,500,000	\$ -	\$ 2,500,000	\$ 108,924
124	Prop #1 Davis County Improvements	1,957,864	-	-	-	-	1,957,864
125	Prop #1 Weber County Improvements	562,032	-	-	-	-	562,032
126	Prop#1 Tooele County Improvements	69,368	-	-	-	-	69,368
127	Positive Train Control	5,181,099	2,324,735	2,856,364	-	-	-
128	TIGER Program of Projects	14,106,723	-	9,861,881	-	4,075,444	169,398
129	UVU Ped Bridge	2,000,000	-	-	-	-	2,000,000
130	3300/3500 South MAX Expansion & Optimization	268,154	-	250,000	-	-	18,154
131	Box Elder Right of Way Preservation	4,972,917	-	-	-	-	4,972,917
132	Clearfield FR Station Trail	268,154	-	250,000	-	-	18,154
133	Depot District- Phased Project, 2018 Phase 1 and Future Phases	27,115,817	1,456,144	21,025,974	-	4,633,699	-
134	SLCounty ROW Preservation/SWSLCo Transit Corridor	-	-	-	-	-	-
135	Sugar House Double Tracking	1,200,000	-	819,637	-	-	380,363
136	UDOT 1-15 Widening/7200 South bridge replacement	2,184,074	-	-	-	2,184,074	-
137	Update Bike Cars on FrontRunner	296,699	-	276,612	-	-	20,087
138	Stairs to and Heated Apron on Track 15 at JRSC	150,000	-	-	-	-	150,000

	Project Name	2019 Amended Budget	Bonds	Grants	Lease	State Funding	Local Partners	UTA Funded
139	System-Wide ADA Bus Stop Imp	83,604	-	-	-	-	-	83,604
140	Paint Booth at Warm Springs	450,000	-	-	-	-	-	450,000
141	Warm Springs Fabrication Shop	78,395	-	-	-	-	-	78,395
142	South Davis BRT	1,199,319	-	-	-	-	1,199,319	-
143	DSI Inventory software & scanners	-	-	-	-	-	-	-
144	Badge Access and Cameras for Part Rooms	104,200	-	-	-	-	-	104,200
145	Wayfinding Signage Plan	993,560	-	-	-	-	-	993,560
146	Weber Cnty CR ROW Preservation	500,000	-	-	-	-	500,000	-
147	SW SLCounty ROW preservation	-	-	-	-	-	-	-
148	MOW Building - Clearfield	350,000	-	-	-	-	-	350,000
149	Signal Pre-emption Projects w/UDOT	1,021,775	-	-	-	-	1,021,775	-
150	Sandy Parking Structure	6,240,279	-	2,000,000	-	-	2,484,253	1,756,026
151	Prop #1 for Tiger - Tooele County	-	-	-	-	-	-	-
152	20-1717 - 5310 Prgrm-SLC/WVC	2,160,269	-	1,416,630	-	-	680,826	62,813
153	20-1716 - 5310 Prgrm-PRO/OREM	529,592	-	429,475	-	-	70,205	29,912
154	20-1715 - 5310 Prgrm-OGD/LAY	928,253	-	663,741	-	-	245,471	19,041
155	5310 Grant UT-2016-013 Utah County UZA	44,410	-	42,523	-	-	-	1,887
156	5310 Grant UT-2016-013 Davis/Weber UZA	188,168	-	126,214	-	-	55,536	6,418
157	5310 Grant UT-2016-013 Salt Lake UZA	293,103	-	188,818	-	-	88,013	16,272
158	Electric Bus Purchase Lo/No Grant	6,083,697	-	5,397,287	-	-	360,000	326,410
159	FTA 5310 Funds as designated recipient	152,078	-	123,812	-	-	11,448	16,818
160	FL 2015 ROW	527,317	-	-	-	-	-	527,317
161	Tooele Bus Facility	1,273,215	1,273,215	-	-	-	-	-
162	Salt Lake City Buses	5,250,000	-	-	5,250,000	-	-	-
163	U of U Union Building Hub	399,400	-	372,361	-	-	27,039	-
164	Sharp/Tintic Rail Consolidation	6,130,300	-	5,594,344	-	182,000	235,970	117,986
165	Park City Electric Bus Replacement	2,897,267	-	2,290,000	-	-	500,000	107,267
166	Vanpool Vineyard Expansion	135,000	-	125,860	-	-	-	9,140
167	Point of Mountain AA	800,000	-	-	-	250,000	500,000	50,000
168	UTA ADA Bus Stop Improvements UTCO	675,000	-	629,302	-	-	-	45,698
169	TVM Replacement Program	25,810	-	-	-	-	-	25,810
170	Downtown TRAX Signal Improvements	11,100	-	-	-	-	-	11,100
171	650 South TRAX Station	200,000	-	-	-	-	200,000	-
172	Timp Fit Factory Remodel	32,272	-	-	-	-	-	32,272
173	Police Substation and Customer Service Booth at Provo IMC	424,875	-	339,900	-	-	-	84,975
174	Total Capital Projects	104,624,083	5,054,094	56,580,735	5,250,000	5,065,699	16,939,373	15,734,182
175	Total Amended Capital Budget	164,910,222	\$ 25,077,792	\$ 62,398,278	\$ 11,103,282	\$ 5,065,699	\$ 17,013,733	\$ 44,251,438
176	Adopted 2019 Capital Budget	141,379,000	19,020,000	50,031,000	10,090,000	4,677,000	11,009,000	46,552,000
177	Increase (decrease) from Adopted 2019 Capital Budget	23,531,222	6,057,792	12,367,278	1,013,282	388,699	6,004,733	(2,300,562)

## Financial Management

Board of Trustees Policy No. \_\_\_\_\_

Application: Board of Trustees and Local Advisory Board

- I. Purpose: The purpose of this policy is to provide financial oversight of the Authority; plan for its long-term financial needs; maintain and protect Authority assets and infrastructure; and develop, communicate, and implement appropriate internal controls regarding financial and risk management.
  
- II. Policy:
  - A. Reserves
    1. The Authority will maintain the following reserves:
      - a. General operating reserves, including the risk reserve, funded at a level equal to at least twelve percent (12%) of the Authority's budgeted operating expense to be used as a working capital account throughout the year.
      - b. Service stabilization reserve funded at a level equal to three percent (3%) of the Authority's budgeted operating expense, excluding non-operating expense, to be used to avoid service reductions at such times as the Authority faces a revenue shortfall or cost overrun due to extraordinary circumstances. The Board must give its prior approval before funds in the service stabilization reserve are used.
      - c. Bond reserves funded at a level required by bond covenants to be used for the payment of debt service in the event that the Authority fails to make scheduled bond principal and interest payments. The Board must give its prior approval before funds in the bond reserve are used.
      - d. Capital replacement reserve to reach a level equal to one percent (1%) of the property, facilities, and equipment cost as reported in the comprehensive annual financial report to be used for capital repair or replacement costs due to extraordinary circumstances. The Board must give its prior approval before funds in the capital replacement reserve are used.
    2. The Board of Trustees may establish other reserves and make additional contributions to existing reserves.
    3. Reserve balances will be reported on the Authority's monthly financial statements.
    4. The Board will begin to restore reserves used under this policy within 24 months after their first use, and will establish a timeline for full reimbursement, within 36 months, by resolution.



B. Grants

1. The allocation of formula fund grants will be determined during the annual budget process.
2. Any discretionary grant pursued by the Authority will be consistent with the Authority's mission and strategic priorities.
3. The Executive Director will notify the Board of Trustees if a discretionary grant of \$200,000 or more is being sought.

C. Investments

1. The Board of Trustees will, after consultation with the Advisory Council, control investment of all Authority funds and funds held as part of the Authority's retirement system, and employee deferred compensation 457 plans.
2. The Treasurer will manage the investment of all Authority funds in compliance with applicable laws.
3. The Authority's Pension Committee will manage the investment of the Authority's retirement system and employee deferred compensation 457 plan funds pursuant to the Pension Committee's Investment Policy, which shall be reviewed and approved by the Board prior to adoption.

D. Debt

1. The Board of Trustees will, after consultation with the Advisory Council and with the approval of the State Bond Commission, approve all bond issuances.
2. The Board of Trustees will approve contracts for bond counsel, financial advisors, and bond underwriters.
3. The Board of Trustees will determine the method of sale for each bond issuance.
4. The Board of Trustees will, after consultation with the Advisory Council, approve the issuance of all other financial instruments.
5. The Executive Director will manage the debt and other financial instruments issuance processes.

E. Financial Reporting

1. UTA's books and accounts will be maintained with generally accepted accounting principles set by the Governmental Accounting Standards Board for governmental enterprise funds.
2. The Chief Financial Officer will prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter.
3. The Chief Financial Officer will present monthly financial statements stating the Authority's financial position, revenues, and expenses to the Board of Trustees as soon as practical. Monthly and year-to-date budget versus actual reports will be included in the monthly financial report to the Board.

4. Other required financial reports, including the National Transit Database and State Transparency, will be prepared in accordance with federal and state reporting requirements and made on a timely basis.

F. Risk Management

1. The Executive Director will submit an annual report to the Board of Trustees on the status of the Authority's risk management program.
2. The Authority will maintain Public Officials Errors and Omissions Insurance in an amount determined to adequately protect the Authority.
3. The Executive Director will, as necessary, procure other insurance to compensate for losses that would adversely affect the Authority.

G. Internal and External Controls

1. The Authority will maintain a system of internal controls to safeguard its assets against loss, check the accuracy and reliability of its accounting data, and promote operational efficiency.
2. The Chief Internal Auditor will develop an internal audit program that complies with the International Standards for the Professional Practice of Internal Auditing.
3. The Treasurer is responsible for the opening and closing of bank accounts and ensuring that only authorized users are provided access to bank accounts.
4. As provided for in the Authority's Bylaws, the Board of Trustees will select a qualified independent auditing firm to conduct an annual financial audit. The auditing firm will present the results of its annual audit to the Authority's Audit Committee and the Board of Trustees.

H. Long-term Financial Planning

1. The Executive Director will develop a long-term (20 years or longer) financial plan incorporating the Board's strategic plan, and the Authority's long-term financial challenges and solutions, all known revenue and expense, reasonably certain new programs, initiatives, capital improvements and replacements, and debt issuance. The Executive Director will update the long-term financial plan three times a year.
2. The Board of Trustees will review the long-term financial plan annually and report it to the State Bonding Commission.

I. Budgeting

1. As provided for in the Authority's Bylaws, the Authority will prepare an annual budget and the Board of Trustees, after consultation with the Advisory Council, will approve the budget.
2. The Board may amend or supplement the budget at any time after its adoption.
3. The Executive Director may make administrative adjustments to an adopted budget without Board approval as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.

J. Capital

1. The Executive Director will develop a five-year capital plan and update it every year for inclusion in the annual budget process discussions and approvals. The five-year capital plan will provide funding to maintain all assets at a level that protects capital investment and minimizes future maintenance and replacement costs.

Revision/Review History:

Local Advisory Council Review	Board of Trustees Review	Resolution	Action

DRAFT

Comparison of Reserve Requirements  
Current and Proposed  
May 8, 2019

Reserve Type	Requirement	Current		Proposed	
		2019 Requirement	Percentage of Operations Budget	Proposed Requirement	Percentage of Operations Budget
<b>General and Capital Reserves</b>					
<b>General Reserves</b>					
Working Capital	9 1/3% of budgeted operating expense	\$ 28,639,000			
Risk Contingency	Self insurance	\$ 7,700,000			
Fuel	30 cents per gallon	\$ 1,915,000			
Parts	\$3 million minimim; \$6 million maximum	\$ 3,000,000			
<b>Total General Reserves</b>		<u>\$ 41,254,000</u>	13.5%	\$ 36,660,000	12.0%
<b>Service Sustainability Reserves</b>		\$ 15,272,000	5.0%	\$ 9,166,000	3.0%
<b>Capital Reserves</b>		\$ -	0.0%	\$ 10,700,000	3.5%
<b>Total Operating and Capital Reserves</b>		<u>\$ 56,526,000</u>	<u>18.5%</u>	<u>\$ 56,526,000</u>	<u>18.5%</u>
<b>Debt Reserves</b>					
<b>Bond Reserves</b>	Per Bond Covenant	\$ 38,564,000	N/A	\$ 38,564,000	N/A
<b>Debt Rate Service Stabilization</b>	Bond Refunding Savings	\$ 71,341,000	N/A	\$ 71,341,000	N/A
<b>Total Debt Reserves</b>		<u>\$ 109,905,000</u>		<u>\$ 109,905,000</u>	